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THE BRIDGEWATER CLUB

Master Declaration of Covenants, Conditions and Restrictions

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MASTER DECLARATION AND GENERAL PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE BRIDGEWATER CLUB

THIS MASTER DECLARATION AND GENERAL PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BRIDGEWATER CLUB (the "Master Declaration") IS MADE by the undersigned, and is executed on the dates corresponding to signatures below.

WITNESSETH:

WHEREAS, Throgmartin-Henke Development, LLP, an Indiana limited liability partnership (the "Declarant") is the purchaser and optionee of certain real estate described in what is attached hereto and incorporated herein by reference as Exhibit "A" in six (6) parts (hereafter "Exhibit A" or the "Real Estate"), William G. Throgmartin, Betty Jo Throgmartin, Kelli Throgmartin Ball, and the Estate of Frank J. Habig, Jr. (collectively, the "Title Holders") are the owners of the Real Estate, and the Bridgewater Club, LLC, an Indiana limited liability company (the "Contract Purchaser") is the land contract purchaser of part of the Real Estate;

WHEREAS, Declarant is the developer of a mixed use community development, to be known as the Bridgewater Club, consisting of a residential development, a country club, golf course, retail and other commercial properties;

WHEREAS, the Declarant, the Title Holders and the Contract Purchaser desire to impose certain protective covenants, conditions and restrictions on the Real Estate and to irrevocably appoint and designate the Declarant as the Declarant in this Master Declaration to have, hold, and possess all of the rights, powers, and authority of the Declarant as set forth in this Master Declaration;

WHEREAS, Declarant may in the future elect to subject to this Master Declaration the real estate legally described on Exhibit "B" in three (3) parts attached hereto and made a part hereof (the "Additional Real Estate") and to amend this Master Declaration with respect to such Additional Real Estate and, as well, to impose additional protective covenants, conditions and restrictions on such Additional Real Estate and, as may be necessary and appropriate, on each Neighborhood if any; and

WHEREAS, the term Property shall mean and refer to the Real Estate together with such portions of the Additional Real Estate as have from time to time and at any time been subjected to this Master Declaration per the terms of this Master Declaration; and

WHEREAS, this Master Declaration is intended to provide for the preservation and enhancement of property values, amenities and opportunities in the Property and contributing to the general health, safety and welfare of residents and for the maintenance of the land and improvements thereon and, to this end, the Property is declared to be subject to the protective covenants, conditions, restrictions and other provisions hereinafter set forth, each and all of which is and are for the benefit of the Property and each Owner thereof; and

WHEREAS, Declarant, in its sole discretion, or the Title Holders, at the direction of Declarant, may from time to time, convey, lease or grant a license, easement or other use right to lands within or without the Property, by deed, easement or other means to the Bridgewater Club Master Association, Inc. (hereinafter referred to as the "Master Association") or to a Neighborhood Association (hereinafter defined), which must accept the same, or to third parties for the purpose of maintenance, landscaping, drainage, recreation, or other purposes for the use and benefit of Members and their families, tenants and guests.

NOW THEREFORE, the Title Holders and the Contract Purchaser, along with any other person whose signature appears hereafter by way of joinder or consent, (i) irrevocably appoints and designates Throgmartin-Henke Development, LLP to be the Declarant in this Master Declaration to have, hold, and possess all of the rights, powers, and authority of the Declarant as set forth in the Master Declaration and (ii) declares that the Property is and shall be owned used, and conveyed subject to the covenants, restrictions, easements, and conditions, and all other provisions of this Master Declaration as it may be amended from time to time, all as hereinafter set forth, which shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. The Declarant reserves the right, in its sole discretion, to add or withdraw property from the submission to the Declaration, except that the Declarant shall not be permitted to withdraw any portion of the Property from the Declaration if such property has been conveyed to an owner other than the Declarant.

ARTICLE I
DEFINITIONS

The terms used in this Master Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth either in this Article I or elsewhere in this Master Declaration.

1.01 "APPLICABLE DATE" shall mean the date, specified below in 7.02(e), on which the Declarant Membership terminates and is converted to a Regular Membership.

1.02 "ARCHITECTURAL REVIEW BOARD" shall mean and refer to the Architectural Review Board of the Master Association. Architectural review and control functions of the Master Association shall be administered and performed by the Architectural Review Board that shall consist of at least three (3) members who need not be Members of the Master Association. Until the Applicable Date, the Declarant shall have the sole and exclusive right to appoint, terminate and/or replace any or all of the members of the Architectural Review Board.

1.03 "ASSESSMENT" OR "ASSESSMENTS" means those charges made by the Master Association against a particular Owner and his Plot in accordance with this Master Declaration and/or any Neighborhood Declaration and secured by a lien against such Plot. Assessments are further described and defined in Article VIII below.

1.04 "ATTACHED DWELLING UNIT" shall mean a Dwelling Unit which is physically attached to another Dwelling Unit. Examples of Attached Dwelling Units are condominiums, attached townhouses or quads, duplexes, or other multiplex dwellings.

1.05 "BUILDER" shall mean and refer to any person, both authorized by Declarant and engaged in and responsible for the original construction of a Dwelling Unit on a Plot.

1.06 "COMMON EXPENSES" means the costs and expenses described in Section 8.04 below.

1.07 "COMMUNITY NETWORK" shall mean a system of communication and internet connectivity which may include some or all of the Provider Services, and which is achieved through the Technology Infrastructure.

1.08 "COUNTRY CLUB" means the land and all Improvements thereon, developed for use by the Country Club members and any other persons who are listed under Section 3.03 (a) (i). The Country Club property shall include, without limitation, any property conveyed by Declarant and/or the Title Holders to the Country Club or declared by the Declarant to be Country Club property, which may include, but is not limited to, the clubhouse, tennis courts, pro shop, ancillary commercial establishments, cart barn, golf maintenance facilities, driving range, putting green and golf course or any easement, lease, license or use rights in such property. In no event shall any part of the Property, any Master Common Area or any Neighborhood Common Area be considered part of the Country Club or vice versa, (i) except that easements, licenses or other use rights over portions of the Country Club including, without limitation, lakes within the golf course, may be granted, conveyed or dedicated by the Declarant to the Master Association and the Master Association's easements, licenses or other use rights shall constitute Master Common Area, subject to the limitations imposed in such easements, licenses or other use rights and (ii) except that the Declarant may grant to or create for the benefit of the Country Club easements, licenses, or other use rights over portions of the Master Common Area and Neighborhood Common Area, including without limitation, lakes, and Water Management Systems. Except as otherwise provided in this Master Declaration and except as may be provided in any easements over the Country Club Property, no person, firm, partnership or corporation, other than the fee simple owner of the Country Club Property shall, by the recording of this Master Declaration, by the recording of any plat, or by any permissive use, expressed or implied, have an easement to use or enjoy the Country Club, nor shall any person or such entities acquire any other right, title or interest in or to said Country Club, it being intended that fee simple title and all other property rights in and to the Country Club or other use of the Country Club by the residents of the Property will be entirely at the pleasure and sole discretion of the fee simple owner(s) of the Country Club and that such owner(s) has no responsibility or obligation to provide such use.

1.09 "DECLARANT" shall mean and refer to THROGMARTIN-HENKE DEVELOPMENT, LLP, and Indiana limited liability partnership, presently having its principal place of business in Hamilton County, Indiana, and its successors or assigns. Provided, however, that an Owner shall not, solely by the purchase of a Dwelling Unit, be deemed a successor or assign of Declarant or of the rights of the Declarant under this Declaration unless such Owner is specifically so designated as a successor or assignee of such rights in the respective instrument of conveyance or any other instrument executed by the Declarant. With respect to all or part of the Property, the Declarant shall have the right to expressly designate, in writing, any other party or entity as a successor Declarant, and if such designation occurs, the designated party or entity shall succeed to all of the Declarant's rights and powers as set forth in the Master Funding Documents.

1.10 "DESIGNATED BUILDER" means during such period as such designation by Declarant may continue, any person or entity engaged in the construction of more than one (1) Dwelling Unit who is designated by Declarant as a "Designated Builder". Declarant may make and revoke any such designation at any time and from time to time.

1.11 "DETACHED DWELLING UNIT" means any Dwelling Unit not physically attached to another Dwelling Unit.

1.12 "DWELLING UNIT" means any residential property within the Property for which a certificate of occupancy has been issued by the appropriate governmental authority and which is intended for single family residential habitation including, without limitation, a detached single family home, Detached Dwelling Units, and Attached Dwelling Units, including an attached townhouse or patio dwelling, duplex or other multiplex dwelling, or any condominium or apartment type unit contained in any multi-unit, multi-story, residential building and regardless of whether any of the foregoing are subject to fee simple, condominium, rental or other form of ownership or possession.

1.13 "GOLF MEMBERS" shall mean and refer to members of the Country Club who are entitled not only to the rights, benefits and privileges of Social Members, but who, in addition, are permitted to use the 18-hole golf course designed by Pete Dye and located within the Country Club.

1.14 "IMPROVEMENT(S)" means all buildings, Dwelling Units, parking areas, loading areas, fences, walls, hedges, plantings, lighting, poles, driveways, roads, ponds, lakes, trails, gates, signs, changes in any exterior color or shape, excavation and all other site work, including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement which may not be included in the foregoing. "Improvement(s)" does not include turf, shrub or tree repair or replacement of a magnitude that does not change exterior colors or exterior appearances. "Improvement(s)" does include both original improvements and all later changes and improvements.

1.15 "INSTITUTIONAL MORTGAGE" means a mortgage held by an Institutional Mortgagee.

1.16 "INSTITUTIONAL MORTGAGEE" shall mean the holder of any mortgage against the Property, Plot or Dwelling Unit, which holder is the Declarant, a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust; or the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, any agency of the United States of America or the Government of the State of Indiana or the holder of a first mortgage which is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns. The term also includes any and all individuals, corporations, lending institutions, or other entities, or the successors and assigns of such lenders (herein referred to as the "Lenders") which have loaned money to Declarant or any entity or person which succeeds to Declarant's position as Declarant of part or all of the Property and which hold a mortgage upon any portion of the Property securing such a loan.

1.17 "LIMITED MEMBERS" means every person or an entity that is qualified for limited membership pursuant to Article VII of this Master Declaration. The term "Limited Member" does not include "Member".

1.18 "MAINTENANCE" shall mean and refer to the exercise of reasonable care by the Master Association to keep Master Common Area and all Improvements and fixtures on the Master Common Area in a condition comparable to their original conditions, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy environment for reasonable plant growth in any of the Master Common Area.

1.19 "MASTER ASSOCIATION" shall mean and refer to The Bridgewater Club Master Association, Inc., an Indiana not-for-profit corporation, which has its principal place of business in Hamilton County, Indiana, its successors or assigns. Any reference to the Master Association shall also be a reference to its Articles, Minutes, Bylaws, and Rules and Regulations.

1.20 "MASTER BOARD OF DIRECTORS" or "MASTER BOARD" shall mean and refer to the Board of Directors of Bridgewater Master Association, Inc.

1.21 "MASTER COMMON AREA" shall mean and refer to all real property, parks, easements, rights of way, licenses, interest in real property, use rights and servitudes and improvements thereof, that are now or in the future, designated by the Declarant as a Master Common Area and owned, contracted for, or leased or otherwise held by the Master Association for the common use and enjoyment of its Members. Master Common Area may include, but is not limited to, entrance systems and features, trail systems, lakes, landscaping, signs, and Water Management Systems and gate houses. Declarant may retain legal rights to all or any part of said Master Common Area, together with any other lands and/or improvements deeded or leased to the Master Association by Declarant, until the Applicable Date, and the Declarant may at its option reserve any easement and control rights as hereafter set forth relative to the same.

1.22 "MASTER DECLARATION" shall mean and refer to this document entitled Master Declaration and General Protective Covenants, Conditions and Restrictions for The Bridgewater Club, as the same may be amended from time to time.

1.23 "MASTER FOUNDING DOCUMENTS" means this Master Declaration, any amendment to this Master Declaration, and the Articles of Incorporation and Bylaws of the Master Association.

1.24 "MASTER RULES AND REGULATIONS" shall mean and refer to any and all Rules and Regulations of the Master Association promulgated pursuant to this Master Declaration and the Master Association.

1.25 "MEMBERS" means every person or entity who is qualified for membership pursuant to Article VII of this Master Declaration. The term "Member" does not include "Limited Members".

1.26 "NEIGHBORHOOD" shall mean and refer to any portion of the Property which has been granted Neighborhood status by the Declarant through the recordation of Neighborhood Covenants.

1.27 "NEIGHBORHOOD ASSOCIATION" shall mean and refer to any property owners association, condominium association or other such similar entity, their successors and assigns, which may be formed by the Declarant or the Master Association for any particular Neighborhood.

1.28 "NEIGHBORHOOD COMMON AREA" shall mean and refer to any real property, including any improvements and fixtures thereon, designated by the Declarant as a Neighborhood Common Area and owned, leased, or the use of which has been granted to a Neighborhood Association for the common use and enjoyment of its Members.

1.29 "NEIGHBORHOOD COVENANTS" shall mean and refer to any and all covenants, conditions, restrictions, and other provisions that may be imposed by recorded instrument applicable to any Neighborhood.

1.30 "NEIGHBORHOOD FOUNDING DOCUMENTS" means the Neighborhood Declaration, any supplementary Neighborhood Declaration or amendment to the Neighborhood Declaration, and the Articles and Bylaws of the Neighborhood Association. In the event of conflict or inconsistency between the Master Founding Documents and the Neighborhood Founding Documents, the Master Founding Documents shall control. One Founding Document's lack of a provision with respect to a matter for which provision is made in another Founding Document shall not be considered a conflict or inconsistency between such Founding Documents.

1.31 "OWNER" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Plot, but not including those having an interest merely as security for the performance of an obligation, and excluding the Declarant so long as the Declarant is a Declarant Member as described in Article VII below.

1.32 "PERSON" shall mean and refer to an individual, corporation, governmental agency, business trust, estate trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

1.33 "PLOT" shall mean and refer to (i) a discreet lot or building parcel for a Dwelling Unit, as reflected on a recorded plat of lands forming a part of the Property, or (ii) to a condominium unit within a condominium within the Property, together with the undivided share of the common elements that are appurtenant to the condominium unit. The term "Plot" shall not include any land that is Master Common Area or Neighborhood Common Area.

1.34 "PROPERTY" shall mean and refer to the Real Estate together with such portions of the Additional Real Estate as have from time to time and at any time been subjected to this Master Declaration per the terms of this Master Declaration.

1.35 "PROVIDER" shall mean and refer to the entity or entities which provides the Provider Services

1.36 "PROVIDER SERVICES" shall mean, without limitation, television, cable, computer connection and/or internet connection by line, wire, cable, fiber optic, main, duct, pipe conduit, pole, antenna, microwave, satellite dish, or wire or wireless technology.

1.37 "PUD" shall mean and refer to a PUD Ordinance enacted by the Town of Westfield, Indiana, on the 9th day of April, 2002, as Ordinance No. 20-17.

1.38 "PUD DEVELOPMENT PLAN" shall mean and refer to Concept Plan attached as Exhibit "C" to the PUD, as the same may be amended from time to time and/or subsequently revised by the Plan Commission or Town Council of the Town of Westfield, Indiana.

1.39 "REPRESENTATIVE MEMBER" means those members of the boards of directors of Neighborhood Associations, or other designated representatives of Neighborhood Associations or the Country Club, who are entitled to cast the votes of the Members and Limited Members at meetings of the Master Association in accordance with Article VII below.

1.40 "RESIDENT" means the legal occupant of any Plot.

1.41 "SOCIAL MEMBERSHIP" shall mean and refer to a social membership in the Country Club to be made available on terms, conditions, rules and regulations which may be determined and changed by the owner(s) of the Golf Course in their sole and absolute discretion, entitling a person or family to use one or more of the clubhouse, pool, fitness center, the driving range, and the short game practice area, but not entitling a person or family to use the 18-hole championship golf course designed by Pete Dye reserved only for Golf Members.

1.42 "STREET" means any street, highway or other thoroughfare, whether public or private, constructed within the properties dedicated to or owned by a governmental entity, the Master Association or a Neighborhood Association, whether the same is designated as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, land, walk or other similar designation.

1.43 "SUCCESSOR DECLARANT" means any party or entity to whom Declarant assigns any portion or all of its rights, obligations or interest as Declarant, as permitted by this Master Declaration and evidenced by an assignment recorded with the Recorder of Hamilton County, Indiana, designating such party as a Successor Declarant, signed by the transferor and the transferee. Upon such recording, the rights and obligations of the assigning entity under this Master Declaration will cease, terminate or be modified to the extent provided in such document and shall vest, accordingly, in the entity to which the assignment is made.

1.44 "SUPPLEMENTAL DECLARATION" shall mean and refer to any Declaration of Covenants and Restrictions which may be recorded by Declarant, which extends the provisions of this Master Declaration to any Additional Real Estate or which contains such complimentary provisions for the Property and/or Neighborhood as are deemed appropriate by the Declarant and/or as are herein required. A Supplemental Declaration may be in the form of a Neighborhood Declaration, and vice-versa.

1.45 "TECHNOLOGY INFRASTRUCTURE" shall mean and refer to technological devices, hardware, co-axial or other cable, optic fibers, software, lines, wires, mains, ducts, pipe conduits, poles, antennas, microwaves, satellite dishes and/or other wired connections and wireless connections.

1.46 "WATER MANAGEMENT SYSTEMS" shall mean and refer to the surface and/or underground system and facility for the storage of surface water and sanitary sewer water throughout the Property.

ARTICLE II
DECLARANT'S RIGHTS AND POWERS

2.01 GENERAL PROVISIONS

Any or all of the rights and obligations of the Declarant set forth in this Master Declaration or the Master Association 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 Master Declaration or the Master Association. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded with the Recorder of Hamilton County, Indiana. No such transfer shall effect the termination of the Declarant Membership unless, in the written document evidencing such transfer, the Declarant and expressly states specifically the intention to terminate the Declarant Membership.

The Declarant and Builders authorized by Declarant may maintain and carry on upon portions of the Master Common Areas 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

Dwelling Units, including, but not limited to, business offices, signs, model units, and sales offices. The Declarant, authorized Builders and perspective purchasers shall have easements for access to and use of such facilities.

The Declarant shall undertake the work of developing all Lots and Dwelling Units within the Property. The completion of that work, or the sale, lease, or other disposition of Dwelling Units is essential to the establishment and welfare of the Property as an ongoing residential community. In order that such work may be completed and the Property established as a fully-occupied residential community, nothing in this Master Declaration or in any Neighborhood Declaration shall be understood or construed to prevent the Declarant, or the employees, contractors or subcontractors of Declarant, or of Declarant's transferees, from doing whatever they may determine to be reasonable, necessary or advisable for the completion of the work and the establishment of the Property as a residential community. As used in this paragraph, the words, "its transferees" specifically excludes purchasers of Plots improved with completed residences.

Until the occurrence of the Applicable Date, the following shall apply, notwithstanding any other provisions in this Master Declaration to the contrary:

(i) The Declarant reserves the right to carry on construction, development and sales activities, 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 Declarant, on any part of the Property owned by Declarant, the Master Association, or the Neighborhood Association.

(ii) Neither the Owners, the Master Association, nor the Neighborhood Association (nor their use of the Plots and Dwelling Units), shall unreasonably interfere with the completion of the contemplated improvements or sales of Plots or any other part of the Property. The Declarant may make any use of the unsold Plots as may reasonably be expected to facilitate completion and sales, including, but not limited to, maintenance of construction and sales offices, display of signs, leasing Dwelling Units, and showing the Dwelling Units for sale to prospective purchasers.

(iii) All or any portion of the rights, privileges, powers and duties of the Declarant set forth in the Master Founding Documents may be assigned in whole or in part by the Declarant to any person or entity, without the consent of any other Owner or any holder of a mortgage secured by any Plot, upon the acceptance of such assignment by the assignee, the assignor shall be relieved of all liabilities and responsibilities to the extent of the assignment. In the event of the foreclosure of any mortgage owed by the Declarant, or deed in lieu of such foreclosure, the person first acquiring title to such interest by reason of such foreclosure, or deed in lieu of foreclosure, shall succeed to all rights, powers, privileges and immunities of the Declarant in and to such interest.

No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This Article II may not be amended without the written consent of the Declarant. The rights contained in this Article shall terminate upon the occurrence of the Applicable Date.

2.02 ADDITIONS TO THE PROPERTY

(a) Declarant shall have the right, and the power but neither the duty nor the obligation, in its sole discretion to add part or all of the Additional Real Estate to the Property, thereby increasing the size and scope of the development, including Plots and/or amenities, without notice or the consent of the Regular Members, the Limited Member, or other Members of the Master Association, so long as Declarant is a Declarant Member of the Master Association, and thereafter only with the consent of a majority of the Regular Members. Any portion of the Additional Real Estate shall be added to the Property, and therefore and thereby becomes a part of the Property and subject in all respects to this Master Declaration and all rights, obligations, and privileges herein, when Declarant records with the Recorder of Hamilton County, Indiana, an instrument so declaring the same to be part of the Property, which Supplemental Declaration may be as part of a subdivision plat for any portion of the Additional Real Estate, or an amendment or supplement to this Master Declaration, or a Neighborhood Declaration. Such Supplemental Declaration may contain modifications hereto and additional terms, conditions, restrictions, maintenance obligations, percentage voting rights, reduced assessments and/or additional assessments as determined by the Declarant in its sole discretion or as may be necessary to reflect the different character, if any, of the Additional Real Estate, the Neighborhood and/or the type and character of the Dwelling Units to be constructed thereon.

Upon recording of any such instrument on or before the expiration of the Development Period, the real estate described therein shall, for all purposes, thereafter be deemed a part of the Property and the Owners of any Plots within such real estate shall be deemed for all purposes to have and be subject to all of the rights, duties, privileges, and obligations of Owners of Plots within the Property. No single exercise of Declarant's right and option to add and expand the Property as to any part or parts of the Additional Real Estate shall preclude Declarant from thereafter from time to time further expanding and adding to the Property to include other portions of the Additional Real Estate, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Additional Real Estate so long as such expansion is accomplished on or before the Applicable Date. Such expansion of the Property is entirely at the discretion of the Declarant and nothing contained in this Master Declaration or otherwise shall require Declarant to expand the Property beyond the Real Estate, or to any portions of the Additional Real Estate, and any part of the Additional Real Estate not annexed or subjected by the Declarant to this Master Declaration per the terms of this Section 2.02 shall remain free and clear and unaffected by this Master Declaration.

(b) In addition to other amendment rights granted in this Master Declaration, at any time Additional Real Estate is made subject to this Master Declaration, Declarant may also record an instrument which (i) modifies any of the provisions of this Master Declaration insofar as they may apply to such Additional Real Estate and/or a Neighborhood; or (ii) creates new provisions applicable only to such Additional Real Estate and/or a Neighborhood; or (iii) omits the applicability of any of the provisions of this Master Declaration as to any such Additional Real Estate and/or a Neighborhood; or (iv) does any, all or none of the above.

(c) The execution and recordation of this Master Declaration shall not be construed to require Declarant to subject any lands to the covenants, conditions, restrictions or other provisions of this Master Declaration or any other recorded instrument. No amendment to any of the Master Founding Documents shall be effective to diminish or alter Declarant's rights, powers and privileges.

2.03 DECLARANT'S RIGHT TO CONVEY, LEASE OR GRANT A LICENSE

(a) Declarant shall have the right and the power, but neither the duty nor the obligation, in its sole discretion, to convey, lease or grant a license, easement or other use right to real property located within or without the Property, to the Master Association, Country Club or other parties for such purposes as may be expressed in the instrument of conveyance, lease or grant of license or use.

(b) Any such conveyance, lease or grant of license or use right to the Master Association may be exclusive or non-exclusive so that persons or entities other than the Master Association may or may not have a right, power, duty, or privilege with respect to all or any part of any real property so conveyed, leased, licensed, or the use of which has been granted. Master Association must accept from Declarant any such conveyance, lease, grant of license or grant of use right subject to the terms and conditions upon which it is conveyed by the Declarant. Master Association shall not accept, from any person other than Declarant, a conveyance, lease, grant of license or grant of use right except upon the prior written approval of the Declarant.

(c) Prior to any conveyance, lease or grant of license or other use right by Declarant to Master Association of any property, Declarant shall have the right to charge reasonable fees for the use of such property. Thereafter, the right to use such property may be subject to reasonable rents, fees and other charges in favor of the Master Association, except that the Master Association shall never impose or charge a rent fee or other charge on the Country Club other than those assessments set forth in Section 8.03. In any event, rents, fees and other charges required to be paid to Declarant under leases, grants, licenses or contracts creating use rights shall continue to be paid.

2.04 OTHER ENTITIES OR ASSOCIATIONS

Declarant shall have the right and the power, but neither the duty nor the obligation, to record an instrument subjecting the Additional Real Estate as provided in Sections 2.02 and 2.03 to protective covenants, conditions, restrictions or provisions other than those provided for in this Master Declaration. Such provisions may or may not create property owners associations or entities other than the Master Association. Such other entities may or may not have the same,

additional, or different rights, powers, duties or privileges with respect to such Additional Real Estate; provided, however, that any such recorded instrument may subject such Additional Real Estate to the jurisdiction of the Master Association, and may make the Owners of such Additional Real Estate Members of the Master Association under such terms and conditions as may be provided therein, which may be the same as or substantially different from the terms and conditions of membership as are provided herein.

2.05 ENFORCEMENT

(a) The Declarant, each Owner, the owner(s) of the Country Club, the Master Association, and any Neighborhood Association shall have the right and the power to enforce the covenants, conditions, restrictions, and other provisions of this Master Declaration. Upon the assumption by the Master Association of all Declarant's rights hereunder pursuant to the Master Founding Documents, the Master Association shall be responsible for all of the duties and rights which Declarant previously had hereunder, and Declarant shall be released from liability and association therewith.

(b) The Declarant, each Owner, the owner(s) of the Country Club, the Master Association, and any Neighborhood Association shall have the right and the power to enforce the covenants, conditions, restrictions and other provisions imposed by this Master Declaration by a proceeding at law or in equity against any person violating or attempting to violate any such provisions, to restrain any violation or attempted violation of such provisions, to require specific performance of such provisions, and to recover damages for violations of such provision and to levy against the land and enforce any lien created by this Master Declaration. Failure by Declarant, or the Master Association, or a Neighborhood Association, or any Owner, or the owner(s) of the Country Club, or any other person, to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter.

(c) The costs and reasonable attorneys fees, including those resulting from any appellate proceedings, incurred by Declarant, the Master Association, or any Neighborhood Association, in any action against an Owner to enforce any provision of this Master Declaration, shall be a personal obligation of such Owner which shall be paid by such Owner and any amount thereof which remains due and unpaid shall be a continuing lien upon such Owner's Plot, collectible in the manner provided herein.

2.06 DECLARANT'S INACTION

Neither the execution and recordation of this Master Declaration nor the creation of any Master Association or other entity, nor the recordation or any Supplemental Declaration shall obligate or require (a) Declarant to grant any right, power, duty or privilege or any nature or kind to the Master Association or to another entity, or (b) Declarant, the Master Association or any other entity to perform any act permitted by this Master Declaration or by any other recorded instrument, or to enforce any covenant, condition, restriction or other provision hereof or thereof, or to do anything which it does not, in its sole discretion, elect to so do.

2.07 ASSIGNMENT

Declarant reserves the right and the power to delegate or assign, either exclusively or non-exclusively to any Person, any or all of its rights, powers, duties or privileges created or provided for by this Master Declaration or by any other recorded instrument. No such delegation or assignment shall be effective unless it is in writing, signed by the Declarant. Declarant shall be under no obligation to delegate or assign any of its rights, powers, duties and privileges contained in this Master Declaration to any person or entity. No such delegation or assignment shall effect the termination of the Declarant Membership unless, in the written document evidencing such delegation or assignment, the Declarant and expressly states specifically the intention to terminate the Declarant Membership.

ARTICLE III
RIGHTS AND MASTER COMMON AREA

3.01 MASTER COMMON AREA - GENERALLY

The Master Common Area shall include all real property, interests in the real property, easements, rights-of-way licenses, leases, use rights and servitudes that are now or in the future specifically caused to be set aside, designated, reserved, granted, dedicated assigned or deeded to the Master Association by the Declarant for the common use and enjoyment of Owners within the Property. Master Common Area may be identified, described or designated as such by Declarant, or developers of Plots, with the written consent of Declarant, by amendment to this Master Declaration or as part of the Neighborhood Declarations, plats and other documents establishing Neighborhoods. The use of Master Common Area shall be limited in accordance with the provisions of this Master Declaration and any additional limitations included in the document designating, reserving, granting, dedicating, assigning or deeding such Master Common Area to the Master Association.

Master Common Area shall also include any personal property that may be provided by the Declarant or acquired by the Master Association for the common use and benefit of the Owners within the Property, subject to limitations that may be imposed upon the use of such personal property in accordance with the Master Declaration. The Declarant reserves the right to add additional Master Common Area and to amend or alter the development plan for the Property and the Master Common Area. Other Master Common Area may be acquired by the Master Association with consent of the Declarant prior to the Applicable Date, and without such consent after the Applicable Date.

In the event the Master Association does not repair or maintain the Master Common Area, Declarant will have the right, but not the obligation, to perform such duties for the Master Association. In that event, Declarant will be entitled to reimbursement from the Master Association of all costs incurred by Declarant such reimbursement being due within 30 days after the receipt by the Master Association of an invoice from Declarant, itemizing the costs incurred. After expiration of the 30 day period allowed for payment, Declarant may collect interest on the amount due at the highest amount allowable under Indiana law.

3.02 TITLE TO MASTER COMMON AREA

Declarant or others may retain ownership of each part of the Master Common Area until such time as Declarant or other owner transfers or assigns ownership, title or the interest in such Master Common Area to the Master Association. Notwithstanding such retained ownership or rights of Declarant, the Master Association shall be responsible for maintenance of such parts of the Master Common Area that have been made available by or with the consent of Declarant for the common use, enjoyment and benefit of Owners with the Property. However, the Master Association shall have no maintenance responsibility until after the first conveyance of a Plot to an Owner.

3.03 MEMBERS' COMMON EASEMENTS

(a) Subject to the provisions of the Master Founding Documents, and any prior use rights granted in the Master Common Area, every Member, their successors and assigns and their families and every guest, tenant, and invitee of such Member is hereby granted a right and easement of ingress and egress and enjoyment in and to Master Common Area which shall be appurtenant to and shall pass with the title to every Plot, subject to the following provisions in this Section 3.03. The provisions of this Article III, Section 3.03 (a-i) through (a-viii) may not be modified in any manner so as to limit or restrict any rights granted by these provisions.

(i) The Owners of the Country Club, the Members of the Country Club, their family members, guests, invitees and lessees, the players or users of the golf course, tennis courts, or other recreational facilities which are part of such Country Club, and the spectators at tournaments (the "Visitors") shall have a perpetual non-exclusive easement in their favor to use the Master Common Area for all normal purposes, including, but not limited to, ingress and egress and for the furnishing of services and facilities and for such other purposes for which the same are reasonably intended in accordance with the terms of this Master Declaration. However, this easement as it relates to the use of the Master Common Area by members of the Country Club or Visitors shall be only as to that portion of the Master Common Area necessary for their use. Any disputes as to what constitutes a normal purpose or what portion of the Master Common Area is necessary for their use shall, during the term of this Master Declaration, be determined by Declarant (even if the Declarant Membership expires prior to expiration of this Master Declaration), in its sole and absolute discretion;

(ii) The Master Association may suspend the rights of any Regular Member to use the Master Common Area for any period during which any assessment against such Member's Plot remains unpaid and delinquent, and for a period not to exceed thirty (30) days for any single infraction of the rules of the Master Association. Any suspension of such right to use the Master Common Area, other than for failure to pay assessments, shall be made after notice and hearing in accordance therewith;

(iii) The right of the Declarant and/or the Master Association, without further consent from Members or their Mortgagees, to declare, grant and record perpetual easements granting the full free right, power and authority to lay, operate and maintain landscaping, drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, communication lines, Technology Infrastructure, cable television lines and such

other further service facilities or other uses as Declarant may deem necessary, along, through, in, over and under a strip of land up to ten (10) feet in width from all side, front and rear lines of any Plot and along, through, in, over and under all Master Common Area. Such easements may benefit Property or lands not within the Property. Further, the Declarant and/or the Master Association shall have the right to acquire, extend, terminate or abandon such easement;

(iv) The right of the Declarant, and all persons lawfully on and entitled to occupancy rights on any portion on the Property and Members with an interest in and to the Property to have a non-exclusive perpetual right of ingress and egress over and across lands owned by the Master Association or Declarant subject to the Master Association's Articles of Incorporation and Bylaws;

(v) The right of the Master Association to borrow money for the purpose of acquiring and improving the Master Common Area and, in aid thereof, to mortgage Master Common Area; and

(vi) The right to take such steps as are reasonably necessary to protect Master Common Area against foreclosure.

(vii) In the event the Declarant shall cause the lakes and Water Management Systems to be conveyed to the Master Association as Master Common Area, no Regular Member of the Master Association and no Owner of a Plot shall have the right of access to or use of the lakes and Water Management Systems. Access to or entry upon such areas by Regular Members of the Master Association or Owners of Plots shall only be permitted for purposes of maintaining such areas under the direction and approval of the Master Board and supervision of the Country Club. The frequency of such access is to be limited to the absolute minimum access necessary to fulfill maintenance obligations and shall be undertaken only under supervision of the Country Club.

(viii) The Declarant shall have the sole right and authority to grant use rights in and access to lakes and Water Management Systems and Declarant's right to grant such rights shall terminate upon the occurrence of the Applicable Date. Upon termination of the Declarant Membership, the Master Association shall have no authority to grant use rights in or access to lakes and Water Management Systems unless such right is granted in writing by both the Master Association and the Country Club.

(b) Until the occurrence of the Applicable Date, any and all rights of an Owner and/or Member of the Master Association and any and all restrictions, limitations, conditions and rules and regulations to which an Owner and/or Member shall be subject, pursuant to this Article III, shall not be effective without the written approval of the Declarant.

3.04 DELEGATION OF RIGHT

(a) A Member may delegate his right of use in and to the Master Common Area to the Members of his family, to residential tenants who reside in a Dwelling Unit on the Member's Plot and to the Member's guests, but only to the extent and subject to conditions, limitations and

restrictions as may be provided for in the Master Association's Bylaws and in accordance with the Master Association's rules and regulations.

(b) Each Member shall be responsible for the actions of any Person to whom the Member has delegated his right to use the Master Common Area. Any unpaid charge against such person shall be charged against such Member personally and be assessed against such Member's Plot. Any infraction of the Master Association's rules and regulations by such person shall be deemed to be an infraction by such Member.

3.05 CONVEYANCE AND USE

(a) Any real property conveyed, leased, or the use of which has been granted by Declarant or any third party to the Master Association as Master Common Area is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members, Limited Members or to those parties to which any use right has been granted, subject to the terms of this Master Declaration.

(b) Declarant may convey property to the Master Association in either an improved or an unimproved condition, with or without any specific restrictions on its use, and Master Association must accept such property in an "as is" condition and no other representations, warranties or other agreements shall be given by the Declarant to the Master Association or its Members with respect to such unimproved or improved property. Until the after the occurrence of the Applicable Date, the Master Association shall not accept the conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of Declarant.

3.06 MASTER ASSOCIATION'S RIGHTS AND POWERS

(a) Subject to the provisions of this Master Declaration or any other applicable recorded instrument and the Master Association's Articles and Bylaws, the Master Association shall have the right, and the power to develop, promulgate and enforce rules and regulations for the use and enjoyment of Master Common Area.

(b) No Master Common Area shall be used in violation of any rule or regulation or other requirement of the Master Association established pursuant to the provisions of this Master Declaration or the Bylaws.

3.07 DECLARANT'S RIGHTS AND POWERS

(a) Declarant shall have the right, and the power, to regulate and control the external design and appearance of Master Common Area: (i) to promote a quality environment which will preserve the value of an owner's Plot, and (ii) to foster the attractiveness and functional utility of the Property, including a harmonious relationship among structures, vegetation. and topography. Declarant, in its sole discretion, shall determine what constitutes a quality environment and the attractiveness and functional utility of the Property.

(b) The Declarant reserves the right, until the occurrence of the Applicable Date, to increase the size of a Plot or Plots, platted or unplatted, by use of surplus golf course lands as

said lands are determined to be surplus from time to time by the Declarant and at no charge to the Declarant.

(c) The Declarant shall have the right to replat unsold portions of the Property without the joinder of any Owner.

(d) The Declarant shall have the right to receive back deposits or payments made to utility companies or governmental authorities, which are refunded during the course of development, even if such refunds occur after the sale of the last Plot in the Property to an Owner other than the Declarant.

(e) The Master Common Area shall be subject to the provisions of Article VI. The uses of the Master Common Area shall be in conformity with the uses permitted in Article VI. The provisions or Article VI shall not be applicable to any part of the Property owned by Declarant prior to its conveyance to the Master Association and shall, under no circumstances, be construed to limit or restrict the Declarant's sales or development activity.

(f) No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Master Common Area. The Declarant shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity. Nothing shall be done within the Master Common Area that may be or might become a nuisance to Owners and/or Members.

3.08 RESPONSIBILITY

The Owner of each Dwelling Unit shall be liable for the expenses of any maintenance, repair or replacement of Neighborhood Common Areas, Master Common Area, other Dwelling Units or personal property made necessary by his act, negligence, carelessness or by that of any members of his Family or his Guests, employees, agents, or lessees.

ARTICLE IV
LAKE AND WATER RIGHTS

4.01 RIGHTS TO STORM WATER RUNOFF

The Declarant hereby reserves for itself and its designees all rights to ground water, lake water, surface water, and storm water runoff within the Property and each Owner agrees, by acceptance of a deed to a Plot, that the Declarant shall retain all such rights. No Person other than the Declarant and its designees shall claim, capture or collect rainwater, groundwater, surface water or storm water runoff within the Property without prior written permission of the Declarant or its designee. No Owner or occupant of a Dwelling Unit shall have any right to be compensated for water claimed or reclaimed from Dwelling Units. The Master Board shall also have the right to establish restrictions on or prohibit outside use of potable water within the Property.

4.02 WATER MANAGEMENT

(a) Unless delegated by the Master Association to a Neighborhood Association, the Master Association is responsible for the operation, maintenance and management of the surface

water and storm water management systems serving locations within the Property in accordance with applicable codes, ordinances and regulations as such codes, ordinances or regulations may be now or hereafter amended. Any land within the Property used for surface water or storm water management may in the Declarant's discretion, be placed under the control of the Master Association, either by direct conveyance of such land as Master Common Area, or the granting of an easement or license over such land to the Master Association.

(b) The Master Association may adopt rules and regulations governing the maintenance, conservation and preservation of the use of lands within the Property designated for water management; provided, however, that said rules and regulations shall not contravene the provision of the ordinances, resolutions and permits referenced in Paragraph (a) above, or the Declarant's rights as established herein, and further provided that such rules and regulations shall not interfere with the use by the Country Club of such areas unless governmental authorities have caused such rules and regulations be imposed.

(c) No structure of any kind shall be constructed or erected, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of a Water Management System or lake reserved for, or intended by Declarant to be reserved for, drainageways, sluiceways or for the accumulation of runoff waters , as reflected in any plat or instrument of record, without the specific written permission of the Master Association.

(d) The right of ingress and egress, and easements therefore, are reserved over the Water Management System and lakes within the Property in favor of the Declarant, the Master Association, Country Club and its members and employees and any appropriate governmental agency, entity, quasi-governmental agency, public utility or private utility that may reasonably require such ingress and egress. An Owner shall not prevent ingress and egress by Declarant, the Master Association, Country Club, private utility, public utility, or any appropriate governmental or quasi-governmental agency to such Water Management System and lake for maintenance or landscape purposes. An Owner's right to access is further limited by Article III, Section 3.03.

(e) No Plot shall be increased in size by filling in any Water Management System or lake on which it abuts, nor shall an Owner fill, dike, rip-rap, block, divert or change the established Water Management System and lake that have been or may be placed under Master Association control by conveyance, dedication, easement or license without the prior written consent of the Master Association. Each Owner shall take precautionary measures to prevent sediment from such Owner's Plot from accumulating in any lake or Water Management System located within the property or the Country Club and, in the event of such accumulation, shall be responsible, at such Owner's cost, for promptly and correctly removing such sediment in a manner (i) which does not damage the lake and/or Water Management System and (ii) which restores the lake and/or Water Management System to its prior condition.

(f) The Master Association shall have the power and obligation to levy and enforce sufficient assessments, pursuant to Article VIII, to comply with this Article IV.

(g) The Master Association shall have the power to require a Neighborhood Association to maintain any portion of a Water Management System or lake within the boundaries of such Neighborhood and to enforce such requirement pursuant to this Master Declaration.

(h) The Water Management Systems located within the Property have been incorporated into and are a functional part of the Country Club. Subject to regulation by applicable governmental entities, the Country Club shall have unlimited use rights for irrigation purposes of all water within the Water Management Systems located within the Property and unlimited easement in and access to the lakes and Water Management Systems located within the Property. The Master Association shall not undertake any activity in connection with or modification of the lakes or Water Management Systems located within the Property that may affect the integrity or operation of the Country Club without the express written consent of the Country Club. This provision shall not limit Master Association's ability or obligation to maintain the Water Management Systems located within the Property to the minimum extent required by governmental regulations. The Master Association shall coordinate maintenance activities with the Country Club and may contract with the Country Club for the operation and maintenance of the lakes and Water Management Systems located within the Property. The Master Association shall be required to contract with the Country Club for the operation and maintenance of the lakes and Water Management Systems located within the Property, so long as the Country Club will provide such operation and maintenance at a cost that does not exceed a cost greater than the average of three estimates or bids provided by independent third parties.

(i) Boating, swimming, fishing, and ice skating shall be prohibited in any lake within Master Common Area, unless approved by the Declarant prior to the Applicable Date and thereafter by the Master Board.

(j) The Master Association shall take precautionary measures to prevent sediment from the Master Common Areas from accumulating in any lake or Water Management System located within the Property or the Country Club and, in the event of such accumulation, shall be responsible, at its cost, for promptly and correctly removing such sediment in a manner (i) which does not damage the lake and/or Water Management System and (ii) which restores the lake and/or Water Management System to its prior condition.

4.03 IMPROVEMENTS ON LAKE

In the event the Declarant, an entity designated by the Declarant, or the Master Association shall construct for common use and benefit any bridges, docks, or other improvements that may extend over or into the lake within the Property or construct for common use and benefit any bulkheads or similar improvements to support or enhance such lake, the Master Association shall maintain any and all improvements in good repair and condition, unless maintained by the municipality by reason of an accepted public dedication thereof. No Owner, except the Declarant, its designee or the Master Association, shall be permitted to construct any improvement, permanent or temporary, on, over or under any lake or Water Management System without the written consent of the Master Association, which consent may be withheld for any reason. After termination of the Declarant Membership, any Owner and the Master Association must obtain written consent of the Country Club to construct any improvement, permanent or temporary on, over or under any lake or Water Management System.

4.04 INDEMNIFICATION

In connection with the platting of the Property, the Declarant may assume or may be required to assume certain obligations for the maintenance of the lakes. The Declarant hereby assigns to the Master Association and the Master Association hereby assumes all the obligations of the Declarant under the plat. The Master Association further agrees that subsequent to the recording of this Declaration, it shall indemnify and hold Declarant harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damages or other damage arising from or out of occurrence, in, upon, at or from the maintenance of the lake, occasioned wholly or in part by any act or omission of the Master Association or its agents, contractors, employees, servants or licenses.

ARTICLE V
NEIGHBORHOOD ASSOCIATIONS

5.01 NEIGHBORHOOD

The Declarant reserves the right, in its sole discretion, to grant neighborhood status to any portion of the Real Estate and to any Additional Real Estate Declarant may in the future elect to subject to this Master Declaration. The Declarant may designate a Neighborhood as a separate community within the Property with ingress and egress to such community limited to Owners within such Neighborhood.

5.02 NEIGHBORHOOD ASSOCIATION

The Declarant reserves the right to form a property owner's association, Condominium Association or other such similar entity for a neighborhood granted such status by the Declarant and as permitted under this Master Declaration.

5.03 NEIGHBORHOOD COMMON AREA

The Master Association may contract with a Neighborhood Association, if any, to provide for the operation and maintenance of its Neighborhood Common Area.

(a) The cost and expense of maintaining the Neighborhood Common Area shall not be a Common Expense but shall be borne by the Owners of the Plots located in the Neighborhood as set forth in the Neighborhood Declaration.

(b) The Declarant reserves the right to cause portions of the Master Common Area(s) to become Neighborhood Common Area(s) by recording an instrument containing such provision with the Recorder of Hamilton County, Indiana. Upon recording such an instrument, the real property described in such instrument shall no longer be Master Common Area and in lieu thereof, the use and easement rights and the obligations pertaining thereto, including, but not limited to, maintenance administration obligations, shall be those pertaining to such Neighborhood Common Area and not Master Common Area, and the expense for maintenance

and administration shall no longer be a Common Expense but shall be an expense of the Neighborhood Association.

5.04 NEIGHBORHOOD DECLARATION

The Declarant reserves the right to amend specific provisions of this Master Declaration as it may apply to one or more Neighborhoods without amending those provisions with respect to all Neighborhoods and to supplement this Master Declaration by recording separate covenants, conditions, restrictions and other provisions applying to any specific Neighborhood. Separate covenants, conditions and restrictions may be recorded as a supplement to this Master Declaration or as a Neighborhood Declaration. The Declarant also reserves the right to determine the consistency of all Neighborhood Declarations in comparison with the Master Declaration and the plan of development of the Property and to approve and consent to all Neighborhood Declarations prior to the same being recorded with the Recorder of Hamilton County, Indiana. So long as the Declarant Membership exists, Neighborhood Declarations shall not be effective until the Declarant approves and consents to the same in writing. Any Neighborhood Covenants shall be supplemental to this Master Declaration and the Master Founding Documents and in no way shall be construed to supersede or override the provisions of the Master Founding Documents.

ARTICLE VI
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

6.01 GENERAL USE RESTRICTIONS

The Property may be used for those purposes as provided in the PUD. The PUD contains certain provisions which allow various land uses of the real property within the Property. Declarant reserves solely unto itself the right and the power to assign and reassign various land uses to real property within the Property as provided by the PUD, and to inaugurate and implement variations from, modifications to, or amendments of the PUD and any other governmental plans, land development regulations, development orders and development permits applicable to the Property. The Declarant shall further have the right, in Declarant's sole discretion, to modify or grant variances from any of the provisions contained in this Article VI.

(a) Except for portions of the Property used in conjunction with the Country Club or the operation or maintenance thereof, a Plot may be utilized for residential use and for no other purpose other than such home occupations as permitted by and subject to the restrictions contained in the PUD and the Zoning Ordinance of the Town of Westfield/Washington Township. Declarant may vary the size of a Plot or Plots by adding or deleting parts of other lands or Plots, and may vary the number or size of any parcels within the PUD, subject to any ordinances of governing bodies.

(b) Notwithstanding any of the provisions in this Article VI, the Declarant may, in its sole discretion, permit one or more Plots, any part of the Master Common Area, or any part of the Country Club to be used or maintained as a sales office and/or model for the promotion of real estate located within the Property. Any such permission must be granted by Declarant in writing

prior to such use and may include restrictions on the type and nature of promotional materials that may be utilized.

(c) An Owner shall commence construction on his Plot within two (2) years from the date of closing. If an original Owner resells his Plot within the initial two (2) year period, the new Owner(s) will be required to commence construction within two (2) years of the date of closing between the Declarant and the original Owner. If the Owner does not commence construction within that period of time, then the Declarant shall have the right, but not the obligation, to purchase the Plot from the Owner at ninety-seven (97%) of the original purchase price, paid to the Declarant. The Declarant, at its sole discretion, may extend such date for commencement of construction to an Owner and such extension for one (1) Owner shall not give cause for such extension to any other Owner of a Plot.

(d) Unless otherwise specified in a Supplemental Declaration or a Neighborhood Declaration, the maintenance, repair and replacement of the Lots and Dwelling Units shall be the responsibility of the Owner thereof. The Owner's responsibility shall be to keep the appearance of the structure and all related improvements in a condition comparable to when they were new, except normal wear. The Owner's responsibility includes, without limitation, (i) air conditioning compressors, screens, garage doors, glass, exterior lights, patios, exterior painting, all utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located upon or under his Lot and which service only his Dwelling Unit and driveways that service that individual Dwelling Unit, and (ii) Lot maintenance and the maintenance and irrigation of all grass and landscaping located upon such Lot.

(e) No Master Common Area Improvement shall be improved or altered by an Owner or any other person whomsoever, except by the Declarant until the Applicable Date and thereafter by the Master Association, nor shall any grading, excavation, tree removal or change of exterior color or other work which in any way alters the exterior appearance of the Master Common Area be done by those named in this subparagraph without the prior written approval of the Architectural Review Board.

(f) The provisions of this Section shall not restrict the Declarant in its use or occupancy of any Plot.

6.02 ARCHITECTURAL AND AESTHETIC CONTROL

(a) Declarant may establish and from time to time modify and grant variances from the provisions of this Article VI and the standards for the control of the design of all structures and other development within the Property.

(b) Subject to, but not limited by, this Master Declaration and the approved Architectural Planning Criteria, Declarant hereby delegates architectural control of a residential Plot within the Property to the Master Association's Architectural Review Board.

(c) No building, fence, wall, flag pole, fountain, antenna, recreational and playground equipment, basketball court or other structure, landscaping or exterior lighting plan or any other type of Improvement, other than those erected by the Declarant, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be

made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board. Improvements or modifications which are specifically subject to architectural approval in the sole and absolute discretion of the Architectural Review Board include, without limitation (i) the construction of the initial Dwelling Unit and structures on a Plot and the painting or alteration of a Dwelling Unit (including doors, windows, roof), (ii) the installation of solar collectors or other devices, (iii) the construction of fountains, swimming pools, jacuzzis, (iv) the construction of fences, additions of awnings, shelters, gates, flower boxes, shelves and statues, and (v) the removal from a Plot of any trees, having a diameter of three (3) inches or more at a height of one (1) foot above grade.

(d) The approval, rejection, or withholding of any approval by the Architectural Review Board of the plans, proposals and specifications, and the location of all structures, and every alteration of any structure shall not be construed or interpreted as a representation or determination by the Architectural Review Board that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met.

(e) The Declarant and the Architectural Review Board shall have no duty, responsibility nor liability to an Owner, the Master Association, or any other persons whomsoever in respect to the exercise of its rights or the failure to exercise its rights. The Architectural Review Board may reject plans, proposals and specifications based on any grounds or reason whatsoever, including purely aesthetic grounds, in its sole, subjective, and absolute discretion. The Architectural Review Board's decision to approve, reject or withhold its approval of such work may in the sole exercise of its discretion, be based upon: (i) the harmony of its exterior design, color and location in relation to, and its effect upon, surrounding structures, vegetation, topography, and the overall community design; (ii) the character of the exterior materials; (iii) the planned quality of the exterior workmanship; (iv) Architectural Review Board's design and construction standards; (v) and/or (v) any other material and relevant factors.

(f) Neither the Declarant nor the Architectural Review Board, their respective successors or assigns shall be liable for damages to anyone submitting plans to them for approval, or to an Owner affected by this Master Declaration, by reason of mistake of judgment, negligence or non-feasance arising out of or in connection with the approval, disapproval or failure to approve any such plans or specifications. Every person who submits plans to the Architectural Review Board for approval agrees, by submission of such plans and specifications, and every Owner of a Plot agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the Architectural Review Board or Declarant to recover any such damages.

6.03 ARCHITECTURAL REVIEW BOARD

The architectural review and control functions of the Declarant shall be administered and performed by the Architectural Review Board, which shall consist of at least three (3) members who need not be members of the Master Association. Until the occurrence of the Applicable Date, the Declarant shall have the right to appoint, remove and replace all of the Members of the Architectural Review Board, or such lesser number as it may, in its sole discretion, appoint. After the occurrence of the Applicable Date, members of the Architectural Review Board shall

be appointed by, and shall serve at the pleasure of, the Master Board. At such time as the Master Board of Directors has the right to appoint the members of the Architectural Review Board, the Master Board shall appoint at least one (1) architect or building contractor thereto. A majority of the Architectural Review Board shall constitute a quorum to transact business at any meeting of the Architectural Review Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Architectural Review Board. Any vacancy occurring on the Architectural Review Board because of death, resignation, or other termination of service of any Member thereof shall be filled by the Declarant until the Applicable Date and thereafter by the Master Board.

(a) The Architectural Review Board shall have the following powers and duties:

(i) To draft Architectural Planning Criteria. Subsequent to the termination of the Declarant's control of the Architectural Review Board, the Architectural Review Board shall recommend to the Master Board modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Master Declaration, and shall not be effective until adopted by a majority of the Master Board. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each Member of the Master Association. However, a receipt of a copy of a modification or amendment to the Architectural Planning criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification. No Master Board approval of the Architectural Planning Criteria shall be required during the time the Declarant has control of the Architectural Review Board.

(ii) To require submission to the Architectural Review Board of two (2) complete sets of preliminary and final plans and specifications as hereinafter defined for any improvement or alteration to any structure of any kind, to be constructed by any person or entity other than the Declarant, including, without limitation, any building, dwelling, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, exterior lighting scheme or other improvement. The Architectural Review Board may also require submission of samples of building materials and colors proposed for use in the proposed improvement and may require such additional information as reasonably may be necessary for the Architectural Review Board to completely evaluate the proposed improvement in accordance with the Declaration and the Architectural Planning Criteria.

(iii) To approve or disapprove any proposed improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Plot or the Property. Subsequent to the transfer of control of the Architectural Review Board by the Declarant, any party aggrieved by a decision of the Architectural Review Board shall have the right to make a written request to the Master Board within thirty (30) days of such decision, for a review thereof. The determination of the Master Board upon reviewing any such decision shall be final; provided, however, during the time the Declarant controls the Architectural Review Board, determination by the Architectural Review Board shall be final and binding.

(iv) To evaluate such application for the total effect, including the manner in which the home site is developed. This evaluation relates to matters of judgment and taste that cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that a proposed improvement might meet individual criteria delineated in this Article and the Architectural Planning Criteria and still not receive approval if, in the sole judgment of the Architectural Review Board, its overall aesthetic impact is unacceptable. The approval of an application for one proposed improvement shall not be construed as creating any obligation on the part of the Architectural Review Board to approve applications involving similar designs for proposed improvements pertaining to different Plots.

(v) To demand that if any proposed improvement as aforesaid shall be changed, modified or altered without prior approval of the Architectural Review Board of such change, modification or alteration, and the plans and specifications therefore, if any, that the Owner shall cause the proposed improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the Architectural Review Board, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys, fees of the Architectural Review Board.

(vi) To require any Owner making or causing to be made any proposed improvement or additions to the Property or a Plot to hold the Architectural Review Board, the Master Association, the Declarant and all other Owners harmless from any liability, damage to the Property and from expenses arising from the construction and installation of any proposed improvement and require the Owner to be solely responsible for the maintenance, repair and insurance of any alteration, modification or change and for assuring that the proposed improvement meets with all applicable governmental approvals, rules and regulations.

(vii) To make such charges as it deems necessary to cover the cost of review of the plans and specifications.

(viii) To permit variances to any development standards and/or criteria in this Master Declaration, Neighborhood Declaration, or the Architectural Planning Criteria.

(b) The Architectural Review Board shall approve or disapprove the application for a proposed improvement within thirty (30) days after each has been submitted to it in proper form together with all supporting information. If the plans are not approved within such period, they shall be deemed disapproved. All applications and plans shall be submitted to the Architectural Review Board, together with a review fee in an amount to be determined by the Architectural Review Board, not to exceed the sum of four hundred fifty dollars ($450.00), in duplicate and shall contain the following information:

(i) Required Building Plan Information -

- Residence floor plan.
- Building elevations.
- Materials and colors proposed for exterior walls, roof and driveway.

(ii) Required Site Plan Information -

- Existing grades; finished grading plan (coordinated with Hamilton County's approved Architectural Planning Criteria).
- Building location with dimensions to property lines.
- Drives, walks, walls, pools and enclosures, terraces and docks.
- Areas to be grassed and irrigated; type of grass planted.
- Irrigation system design.
- Landscape planting plan.

(c) The Architectural Review Board will use reasonable judgment in accepting or disapproving all plans and specifications submitted to it. Neither the Architectural Review Board nor any individual Architectural Review Board Member will be liable to any person for any official act of the Architectural Review Board in connection with submitted plans and specifications. Approval by the Architectural Review Board does not in any manner constitute or assure approval by the appropriate governmental or municipal board, commission, council and/or agency. Notwithstanding that the Architectural Review Board has approved plans and specifications, neither the Architectural Review Board nor any of its Members will be responsible or liable to any Owner, developer or contractor with respect to any loss, liability, claim or expense which may arise by reason of such approval of the construction of the Improvements. Neither the Master Board, the Architectural Review Board, nor any agent thereof, nor Declarant, nor any of its partners, employees, agents or consultants will be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Master Founding Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events the Architectural Review Board and/or Declarant will be defended and indemnified by the Master Association in any such suit or proceeding that may arise by reason of the Architectural Review Board's decision.

6.04 AIR CONDITIONERS

No window or wall air conditioning units shall be permitted.

6.05 ANTENNAS AND FLAGPOLES

No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, solar water panels, antenna towers or citizen band (CB) or amateur band (HAM) antennas shall be permitted except as approved in writing by the Master Association. A flagpole for display of the American flag or any other flag shall be permitted if first approved by all governmental authorities and in writing by the Architectural Review Board. Both its design and location must be first approved in writing by the Architectural Review Board. An approved flagpole shall not be used as an antenna. It is the intent of this provision to protect Owners from unreasonable interference with television reception, electronic devices, and the operation of home appliances caused by the operation of HAM radios, CB radios and other high-powered broadcasting equipment. Satellite television reception devices must be reviewed and approved by the Architectural Review Board, and may not exceed twenty-four (24) inches in diameter.

6.06 AWNINGS AND WINDOWS

Awnings, hurricane shutters, solar film and other window shading or decoration shall be subject to the prior approval and control of the Architectural Review Board

6.07 CLOTHES DRYING AREA

No outdoor clothes drying area shall be allowed unless approved in writing by the Architectural Review Board, which approval may later be revoked by the Architectural Review Board.

6.08 COLORS

No exterior colors on any structure shall be permitted that, in the judgment of the Architectural Review Board, would be inharmonious or discordant or incongruous with the intended development of the Property. The initial exterior color of structures and any later changes thereto must be approved in writing by the Architectural Review Board in advance.

6.09 CONSTRUCTION

(a) During the period of construction, the construction site (defined as Plot on which a structure is being built) shall be maintained in a neat and orderly manner.

(b) All parking of construction vehicles and placement of building materials must be confined to the construction site or to a site or location approved by the Master Association for such purpose. Parking on the streets, other than as incident to the development, maintenance and repair of the Country Club, may be restricted by the Declarant, the Master Association, or the Architectural Review Board, particularly in areas where Golf Cart paths are part of the roadway system.

(c) Each construction site shall have a commercial trash receptacle or other receptacle approved by the Architectural Review Board located thereon which is emptied on a regular and timely basis.

(d) No temporary trailers shall be placed on any construction site without the prior written approval of the Architectural Review Board.

(e) The Master Association shall have the right to require contractors to remove all debris and store all materials in a sightly fashion at the contractor's sole cost and expense.

(f) The failure by a contractor to abide by the contents of this Section shall result in the Owner of the Plot whose home is being constructed to be assessed and subject to the lien rights of the Master Association for all monies incurred by the Master Association for cleaning up the site. During construction of a residence, the Plot Owner shall be liable and will be charged by the Master Association for any damage to the Master Common Area, Neighborhood Common Area, and/or roadways or sidewalks abutting the Owner's Plot, whether or not the perpetrator of the damage is known.

(g) Once construction has commenced, work thereon must be performed diligently and completed within one (1) year, unless approved otherwise by the Architectural Review Board. If for any reason work is discontinued and there is no substantial progress towards completion for a continuous one (1) month period, then the Master Association shall have the right, but not the obligation, after ten (10) days notice to the Owner of record of the Plot, to invade the premises, and take such steps as may be required to correct an undesirable appearance, specifically including the right to demolish a partially completed structure and remove the debris from the Plot. Further, the Master Association shall have the right, but not the obligation, to complete said home in substantial accordance with the plans and specifications previously approved by the Architectural Review Board allowing for such deviations from the plans as the Master Association, in its sole discretion, deems appropriate. The reason for such correction shall be solely in the discretion of the Master Association and may include, but not be limited to, purely aesthetic grounds. The Owner of the Plot shall be liable for all costs incurred in such action and the total costs thereof will be a lien on the Plot, which lien may be foreclosed in the same manner as is provided herein for the enforcement of Master Association assessment liens.

6.10 DECLARANT'S EXCULPATION

Declarant may grant, withhold or deny its permission or approval, in any instance where its permission or approval is permitted or required, without any liability of any nature or kind to Owner or any Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons. The use restrictions of this Master Declaration shall not apply to any Property owned by the Declarant prior to its conveyance to an Owner other than the Declarant.

6.11 DRAINAGE

No Owner will do or permit any work, place any landscaping or install any other improvements or suffer the existence of any condition whatsoever which will alter or interfere with the drainage pattern for the Property, except to the extent such alteration and drainage pattern is approved by the Master Association, and except for rights reserved to Declarant to alter or change drainage patterns.

6.12 DRIVEWAYS

All driveways shall be constructed of materials approved by the Architectural Review Board. Textured or featured paving such as pavers or concrete are preferred driveway materials. Driveways may connect to roadways only at points that have been approved by the Architectural Review Board.

6.13 DWELLING ROOFS

All roofing material(s) must be approved by the Architectural Review Board. The type of material proposed for a structure must be included in the building plans submitted to the Architectural Review Board for approval.

6.14 DWELLING SET BACK, SIZE AND HEIGHT RESTRICTIONS

(a) Individual determination of all applicable bulk standards including, without limitation, set back lines, yards, separations, size and heights, shall be made by the Architectural Review Board within the guidelines and restrictions of the PUD. Further, certain bulk standards applicable to portions of the Additional Real Estate may be specified in a Neighborhood Declaration or a supplemental declaration which annexes such portion of the Additional Real Estate per the terms of this Master Declaration, and certain bulk standards applicable to the Real Estate shall be as follows:

(i) Certain bulk standards applicable to dwelling units constructed on the real estate described in Pages 1 and 2 of Exhibit "A" shall be as follows:

- The minimum square footage of finished space, exclusive of garages, of the main floor shall be 4,500 square feet for single story Dwelling Units;
- The minimum square footage of finished space, exclusive of garages, of the main floor and upstairs living area shall be 5,000 square feet for multi-story Dwelling Units;
- The front yard set back shall be 40 feet;
- The rear yard set back shall be 40 feet;
- The side yard set back shall be 15 feet;
- The building height, measured from the average ground level at the foundation of the Dwelling Unit facing the street to the mean height between eaves and ridges for a gable, hip, and gambrel roof shall not exceed 50 feet. Chimneys shall not be included in calculating heights.

(ii) Certain bulk standards for residences to be constructed on the real estate described in Pages 3, 4 and 5 of Exhibit "A" are as follows:

- The minimum square footage of finished space, exclusive of garages, shall be 2,500 square feet for single story Dwelling Units;
- The minimum square footage of finished space, exclusive of garages, shall be 3,000 square feet for multi-story Dwelling Units;
- The front yard set back shall be 25 feet;
- The rear yard set back for Plots, the rear lot line of which is not contiguous with the Country Club, is 30 feet;
- The rear yard set back for Plots, the rear lot line of which is contiguous with the Country Club, shall be 35 feet;

- The side yard set back shall be 10 feet;

- The building height, measured from the average ground level at the foundation of the Dwelling Unit facing the street to the mean height between eaves and ridges for a gable, hip, and gambrel roof shall not exceed 45 feet. Chimneys shall not be included in calculating heights.

(iii) Certain bulk standards for residences to be constructed on the real estate described in Page 6 of Exhibit "A" shall be as follows:

- The minimum square footage of finished space, exclusive of garages, shall be 1,800 square feet for single story Dwelling Units;

- The minimum square footage of finished space, exclusive of garages, shall be 2,400 square feet for multi-story Dwelling Units;

- The front yard set back shall be 20 feet;

- The rear yard set back for Plots shall be 20 feet;

- The side yard set back shall be 5 feet;

- The building height, measured from the average ground level at the foundation of the Dwelling Unit facing the street to the mean height between eaves and ridges for a gable, hip, and gambrel roof shall be 35 feet. Chimneys shall not be included in calculating heights.

(b) Subject to any required municipal approvals, a Dwelling Unit may be located upon a single Plot together with portions of other Plots and, in such event, any side set back lines shall apply to the lines bordering adjoining Property.

(c) The Architectural Review Board shall have the right to impose additional set back requirements for all Plot lines to preserve line of sight of neighboring properties. Subject to any required municipal approvals, the Architectural Review Board may modify the set back restrictions for an individual Plot where, in its opinion and sole discretion, such modification is necessary for the preservation of or the maintenance of overall aesthetics in the area or aesthetics and functionality of the Country Club.

6.15 ENCLOSURES

(a) All enclosures, including spa, hot tub and swimming pool enclosures (screened or otherwise), shall be constructed and maintained with compatible design, color and materials as the Dwelling Unit in connection with which it is utilized.

(b) The location and design of all swimming pools, spas and hot tubs, and their enclosures and screens, must be approved by the Architectural Review Board, in writing, prior to construction.

6.16 ENTRY RIGHTS

(a) Each Owner shall permit Declarant, the Master Association, or any employee to enter upon Master Common Area and upon the owner's Plot at reasonable times, to carry out the provisions of this Master Declaration, and the same shall not constitute a trespass.

(b) Such entry shall include, but not be limited to, the right to use of the Owner's water from an outside spigot if used for maintenance of the Owner's Plot, as the case may be. This provision shall not be construed as authorizing the entry into any structure located on any Plot.

6.17 EXCAVATION

No excavation will be made except in connection with approved Improvements as provided in this Master Declaration. For purposes of this section, "excavation" means any disturbance of the surface of the land that results in the removal of earth, rock or other substance, a depth of more than eighteen inches below the natural surface of the land.

6.18 FACTORY-BUILT STRUCTURES

No structure of any kind that is commonly known as "factory-built", "modular", or "mobile home" type of construction shall be allowed on a Plot with the exception of any temporary structure built by Declarant for use until the Applicable Date.

6.19 ACCESSORY BUILDINGS, STORAGE AREAS, AND GARAGES

(a) No storage area, maids quarters, guest house, or other accessory building, shall be erected which is separated from the Dwelling Unit, unless approved by the Architectural Review Board. Further, no garage shall be erected which is separated from the Dwelling Unit, except in the case of condominiums, unless approved by the Architectural Review Board. Each Dwelling unit shall have a garage that shall accommodate no less than two automobiles, except in the case of condominiums, villas, or as approved by Architectural Review Board; provided, however, that in certain areas the Declarant and/or the Architectural Review Board may require greater garage capacity. Repair of vehicles shall be permitted only inside the garage. All garage doors shall include an automatic closing device and shall be closed when not in use for ingress and egress to the garage. If owner shall have a golf cart garage, it too shall be equipped with an electric door opener and shall be closed when not in use for ingress and egress to the garage. A garage door opening on any Dwelling Unit may not exceed ten (10) feet in height, when approved by the Architectural Review Board. Carports shall be prohibited.

(b) Unless approved by the Architectural Review Board, no enclosed storage area shall be erected which is separated from the Dwelling Unit.

6.20 GARBAGE, TRASH AND REFUSE

All garbage, trash and refuse containers must be placed in walled-in, sight-screened or fenced-in areas so that they all not be readily visible from any adjacent streets or Plots.

6.21 DRAINAGE GRADE OF PLOT

No fill shall be used to extend a Plot beyond the pre-existing Plot line. To preserve existing landforms and site vegetation, grading plans for each Plot shall be sensitive to the existing vegetation and features of the Plot. Grading and construction practices, which disturb these natural features, promote erosion. Erosion control throughout the building and landscaping process is the responsibility of the Owner and their Builder. Planting shall be supplemented where disturbance occurs. Every effort shall be made to minimize grading and excavating and to contain construction within fixed limits including materials storage and parking of construction vehicles. Each Plot has its own natural drainage pattern resulting from its topography and vegetation. Whenever possible, this surface drainage pattern shall be preserved using surface systems such as swales, culverts and retention basins. Impervious surfaces shall be minimized. Where closed underground systems are necessary, release points must be designed to reduce erosion. Drainage impacts on surrounding Plots and the Country Club must be minimized and negative impacts must be mitigated. All drainage swales must either be mulched and planted or stabilized by other means immediately following construction.

6.22 HEALTH AND SAFETY HAZARDS

Any conditions which are deemed by the Master Association to be a hazard to the public health or safety may be corrected immediately as an emergency matter by the Master Association and the cost thereof shall be charged to the responsible owner, and payment may be enforced by a lien against the Plot with the same force and effect as if the charge were part of the Master Association's assessments.

6.23 LANDSCAPING

(a) Prior to any landscape installation, each Owner shall submit to the Architectural Review Board for approval a landscape, irrigation and land grading plan for the Plot. No landscaping shall be installed, cut down, destroyed or removed without the prior written consent of the Architectural Review Board No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Architectural Review Board

(b) From the date of purchase to commencement of construction, the Owner shall provide proper maintenance and keep the Plot in a clean and orderly condition and do any clearing that may be required by the Master Association from time to time. Any request by the Master Association for lot maintenance or clearing shall be solely in the discretion of the Master Association and may include, but not be limited to purely aesthetic grounds. If there is no substantial progress towards compliance with a maintenance or clearing request to the Owner, the Master Association shall have the right, after ten (10) days notice to the Owner of record of the Plot, to take such steps as may be required to correct an undesirable appearance. The Owner

of the Plot shall be liable for all costs incurred in such action and the total costs thereof will be a lien on the Plot, which lien may be foreclosed in the same manner as provided herein for the enforcement of Master Association assessment liens.

(c) The Owner of a Plot shall be responsible for maintaining and keeping the landscape irrigation system installed in or on the Owner's Plot in good working order.

(d) All areas on the Owner's Plot not covered by structures, walkways or paved parking facilities shall be maintained as lawn or landscaped areas. No stone, gravel, or paving of any type shall be used as a substitute for grass in a lawn. All lawns and landscaping shall be completed at the time of completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall thereafter be kept in good condition by the Owner. Sprinkler systems located on Master Common Area adjacent to an Owner's Plot shall be the responsibility of the Master Association.

(e) No weeds, high lawns, underbrush, undesirable exotic plants or other unsightly growth shall be permitted to grow or remain upon any part of a Plot. Natural areas are desired and not prohibited, but must be maintained and must not grow wild. Lawn growth shall not exceed a maximum of four (4) inches above the ground at any time and all trees and shrubbery shall be appropriately trimmed as needed. If, for any reason, an Owner permits such weeds, high grass, underbrush or other unsightly growth and fails to correct same after five (5) days notice from the Master Association, then the Master Association shall have the right to enter upon the premises and make such corrections and shall charge the Owner for the cost of the corrections. Said charge, until paid, shall be a lien against the Plot of the Owner responsible for the payment. This lien may be enforced by the Master Association in the same manner as provided herein for the enforcement of assessment liens.

(f) Surface water runoff must be properly handled and cause no ponding, erosion sediment accumulation or unfavorable impact on adjacent Plots, Water Management Systems, Lakes and/or Master Common Area. No changes in the elevations of any Plot or right-of-way shall be made which will interfere with the approved drainage, or otherwise cause undue hardship to adjoining property, except with approval of the Architectural Review Board.

(g) No landscaping materials shall be placed by an Owner within thirty (30) feet of the boundaries of the Country Club without the written consent of the Country Club and Master Association, which consent may be reversed at any time. Upon written notice by the Master Association of a consent reversal, Owner shall remove all offending landscaping materials within thirty (30) days of said notice. Such removal shall be at the Owner's sole cost and expense and without compensation from the Master Association. If, for any reason, an Owner fails to remove all offending landscaping materials in accordance with the Master Association's notice, the Master Association shall have the right to enter upon the premises and make such corrections and shall charge the Owner for such corrections. Said charge, until paid, shall be a lien against the Plot of the owner responsible for the payment. This lien may be enforced by the Master Association in the same manner as provided herein for the enforcement of assessment liens.

(h) All Plots for detached single family residences shall have a minimum of four (4) shade trees and two (2) ornamental trees. In the discretion of the Architectural Review Board, credit may be given for existing trees, depending upon their location.

(i) All lawns must be sodded or hydroseeded as determined by the Architectural Review Board in its sole discretion. Irrigation is required for all lawns in full, unless approved otherwise by the Architectural Review Board such as in heavy wooded areas. No synthetic or artificial plant materials such as Astroturf or imported, exotic and/or inorganic materials such as lava rock will be approved by the Architectural Review Board in areas visible from off site or adjacent Plots. Irrigation and turf shall be extended to the area along the road.

(j) The beauty of each Dwelling Unit and Plot is to be enhanced by planting materials that create a composition. Priority should be given to scale and balance of plantings as they affect the view of the Plot and Dwelling Unit from the street. Corners should be softened and expanses of any plain facades should be broken up by layering from the ground plain, using small plants toward the front and then transitioning to larger plants near the foundation. A single row of uniformly spaced plants of equal size arranged in a single row along the foundation is not acceptable. Installing plant material with different sizes and textures, in natural groupings, is encouraged. Plantings should be used to effectively screen mechanical equipment, such as compressors, tanks, meters, and other unsightly features, from neighbors and public view.

(k) Planting is to be accomplished immediately after construction or within one (1) year from issuance of the building permit, whichever is earliest, unless a variance is granted due to seasonal issues.

6.24 LEASING

No time share program shall be permitted on any Plot; however, an Owner may lease his Dwelling Unit without prior Board approval, subject to the following restrictions and conditions:

(a) The lease must be written, and a fully executed copy must be provided to the Master Association not less than three (3) days before the beginning of the lease term, together with such other information about the lessee(s) as the Master Board may reasonably require.

(b) All of the provisions of the Master Founding Documents and the rules and regulations of the Master Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Dwelling Unit. The Master Association has the right to require each Owner to produce proof of insurance. The costs incurred by the Master Association by reason of any Owner's failure or refusal to comply with this Section shall be immediately due and payable by the Owner in all respects, together with interest reasonable attorney's fees and costs of collection, upon the Master Association notifying the Owner, in writing, that it has procured such insurance.

6.25 LIGHTING AND FOUNTAINS

(a) All exterior lighting and fountains on a Plot shall be accomplished in accordance with a plan approved in writing by the Architectural Review Board prior to installation.

(b) Lighting for landscape, pool, recreation and security purposes and fountains shall be designed so as not to be an annoyance to the surrounding residences. Time clock controls may be used.

(c) Except as may be initially installed by Declarant, no spotlights, floodlights, or similar type high intensity lighting shall be placed or utilized upon any Plot which in any way will allow light to be reflected on any other Lot or the improvements thereon without the written authorization of the Architectural Review Board. Other types of low intensity lighting which do not unreasonably disturb the Owners or other occupants of the Property may be allowed. If the Declarant or a Builder installs a front yard lamp on a Plot, then the Owner of each Plot shall maintain and keep operating that lamp during all hours of darkness and the Owner's responsibility includes any replacement of the photoelectric cell and replacement of light bulbs. In the event that the front yard lamp is not functional for a two (2) week period, the Neighborhood Association shall have the right to repair the lamp and the Owner shall reimburse the Neighborhood Association for the costs of such repairs.

6.26 MAIL BOXES

No mail box, paper box, or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Plot other than that approved by the Architectural Review Board. The Architectural Review Board may require consistent or uniform mail boxes within a particular Neighborhood

6.27 NOISE

No exterior horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Property or improvements, will be placed or used on any portion of the Property.

6.28 NUISANCES

No obnoxious, unpleasant or offensive activity shall be carried on, nor may anything be done which can be reasonably construed to constitute a nuisance, public or private in nature. The determination of a nuisance shall be made by the Master Board of Directors of the Master Association, who may exercise legal action to correct any nuisance and shall charge the respective Owner the costs of any legal fees incurred which shall be a special assessment on the respective Plot and shall be a continuing lien upon the Plot against which such assessment is made. Notwithstanding the foregoing, Declarant reserves the right and the power to determine what activities or uses constitute a nuisance or obnoxious or offensive activity pursuant to this Section.

6.29 OUTDOOR EQUIPMENT

All oil tanks, bottled gas tanks, swimming pool equipment and housing, air conditioning equipment, and other such outdoor equipment, must be placed underground, walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent.

streets or Plots. Otherwise, adequate landscaping shall be installed around these facilities so that they cannot be visible from adjacent streets or Plots.

6.30 OUTSIDE STORAGE AND RECREATION EQUIPMENT

No outside storage or outbuildings of any kind shall be permitted without the prior written approval of the Architectural Review Board. Temporary construction trailers during the actual construction of any Dwelling Unit may be permitted upon written approval of the Architectural Review Board. There shall be no outside storage or permanent placement of equipment or recreational vehicles of any kind including motor homes, campers, motorcycles, boats, canoes, kayaks, wave runners, jet skis, and lawn care equipment. Storage or permanent placement shall be deemed to exist if an item or vehicle remains outside for a period of more than twenty-four (24) consecutive hours or for more than sixteen (16) hours in any forty-eight (48) hour period. No playground and outside recreational equipment, including swing sets, shall be permitted unless approved by the Architectural Review Board on an individual basis. Only permanent basketball goals shall be permitted, subject to the Master Rules and Regulations.

6.31 OWNER AND MEMBER COMPLIANCE

(a) The protective covenants, conditions, restrictions and other provisions of this Master Declaration shall apply not only to Owners, Members, and persons to whom a Member has delegated his right of use in and to the Master Common Area, but also to any other person occupying an Owner's Plot under lease from the Owner, or by permission or invitation of the Owner or his tenants, expressed or implied, licensees, invitee or guests.

(b) Failure of an Owner to notify any person of the existence of the covenants, conditions, restrictions, and other provisions of this Master Declaration shall not in any way act to limit or divest the right of Declarant of enforcement of these provisions and, in addition, the Owner shall be responsible for any and all violations of these provisions by his tenants, delegatees, licensees, invitees or guests, and by guests, licensees and invitees of his tenants at any time.

6.32 PETS AND ANIMALS

(a) Fish or birds, in a reasonable number, and no more than two (2) commonly accepted household pets such as dogs or cats, may be kept by any Owner. All animals shall be contained within the Owner's Dwelling Unit. Pets or animals may not be kept within a screened or similarly enclosed area. Any pet or animal taken outside a Dwelling Unit must be on a leash held by the Owner or be carried by the Owner, or must be confined to the Owner's Plot by an invisible fence. No pet or animal shall cause an annoyance or nuisance to any other Resident. Pets must be on a leash or carried when on Master Common Area. Other than dogs used by the Country Club for water fowl control, pets are not allowed on Country Club property. It shall be the Owner's obligation to dispose of waste material from pets. The Master Board of Directors of the Master Association shall have the right to order the removal of any pet that in the Master Board's sole discretion, is considered a nuisance, and the same shall be done without compensation to the Owner. In such event, the Master Board shall give written notice thereof to the pet's Owner, and the pet shall immediately thereafter be permanently removed. A pet not on

a leash shall be deemed a nuisance. Failure to clean the waste material from a pet shall be deemed a nuisance. A pet on the Country Club Property shall be deemed a nuisance. Any pet that in the opinion of the Master Association creates an unreasonable annoyance to other Residents shall be deemed a nuisance.

Notwithstanding the foregoing or anything to the contrary in this Master Declaration, the Country Club shall be permitted to utilize dogs for water fowl control, and such dogs need not be on a leash.

(b) Commercial activities involving pets shall not be allowed.

6.33 PLAYGROUND

Any playground or other play areas or equipment furnished by the Master Association or erected within the Master Common Area shall be used at the risk of the user and the Master Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

6.34 SIDEWALKS AND TRAILS

Other than Country Club maintenance/landscape equipment, all motor vehicles, motorcycles, or mopeds not driven by an electric engine, are prohibited on any sidewalk, path or trail. The Master Association shall assess an Owner for any and all damage caused by or derived from any activity related to the Owner. Such assessment, until paid, shall be a lien against the Owner's Plot. Parking on the streets, other than as incident to the development, maintenance and repair of the Country Club, may be restricted by the Declarant, the Master Association, or the Architectural Review Board, particularly in areas where Golf Cart paths are part of the roadway system.

6.35 SIGNS

(a) No signs, including, without limitation, for sale signs and signs which are freestanding or otherwise installed, shall be erected or displayed on any Master Common Area or Plot, unless the placement, character, form, size, lighting and time of placement of such sign is first approved in writing by the Architectural Review Board. No signs, of any kind or nature are permitted in the rear or side yards of Plots adjoining the Country Club. The foregoing notwithstanding, the Declarant and its agents or other parties approved by Declarant may display signs for purposes of selling Plots owned by them.

(b) All signs must conform with governmental codes and regulations and with any master design. plans for signs, as may be established by Declarant and the Architectural Review Board.

6.36 SOLAR COLLECTORS

The location of and materials used in the construction of solar collectors shall be approved in writing by the Architectural Review Board. When a solar collector is used, it shall not be visible in general from any place off the Plot.

6.37 SUBDIVISION AND REGULATION OF LAND

(a) No Plot shall be divided or subdivided without the express written consent of Declarant, who may impose certain requirements on the Owner to comply with the provisions of the PUD. Declarant shall assign one membership for each Plot. If more than one Plot is used for a dwelling, Declarant shall assign one (1) membership only for the enlarged Plot.

(b) An Owner shall not inaugurate or implement any variation from, modification to, or amendment of the PUD or any other governmental plans, land development regulations, development orders or development permits applicable to the Property or to any Plot therein, without the prior written approval of Declarant, which approval may be denied at the sole discretion of Declarant.

6. 38 SWIMMING POOLS

Any swimming pool to be constructed on any Plot shall be subject to the requirements of the Architectural Review Board, which include, but are not limited to, the following:

(a) Swimming pools must be approved by the Architectural Review Board before any work is undertaken. Permanent backyard pools and accessory structures will be approved by the Architectural Review Board only after careful consideration of their potential effect to neighboring properties, including the Country Club, Master Common Areas, and Neighborhood Common Areas. Fencing is discouraged. Wrought Iron with heavy landscaping is preferred. The use of plantings in the vicinity of the pool will be required to soften the effects of sound and fencing on the neighboring properties. An application for the construction of a swimming pool will not be considered unless accompanied by a proposed minimal fencing and landscape design;

(b) Composition shall be of material thoroughly tested and accepted by the industry for such construction and approved by the Architectural Review Board;

(c) The rear yard setback for patio and terrace slabs and pool decks shall require prior approval of the Architectural Review Board. Pool decks will generally be prohibited in the rear yards of Plots abutting the Country Club;

(d) Swimming pools shall not be constructed or erected above ground; and

(e) Electric pool covers are required unless alternatives are approved by the Architectural Review Board.

6.39 TEMPORARY STRUCTURES

No structure of a temporary character, including trailer, tent or shack, shall be used on any Plot at any time as a living unit, either temporarily or permanently, except as may be determined to be necessary during construction and as specifically authorized by the Declarant.

6.40 TREE REMOVAL

During its review of any Owner's building plans, the Architectural Review Board shall take into account existing vegetation, and encourage the Owner to incorporate them in his landscaping plan. No trees of three (3) or more inches in diameter, measured one (1) foot above grade, shall be cut or removed without approval of the Architectural Review Board. Thereafter, no trees of three (3) inches or more, measured one (1) foot above grade, shall be removed until prior written approval of the Architectural Review Board. Further, absent prior written approval from the owner of the Country Club, trees within thirty (30) feet of the Country Club property shall not be trimmed, pruned, or removed.

6.41 TRUCKS, COMMERCIAL VEHICLES, RECREATION VEHICLES, MOTOR HOMES, MOBILE HOMES, BOATS, CAMPERS, TRAILERS, AND GOLF CARTS

(a) No commercial vehicle of any kind shall be parked within the Property for a period of more than four (4) hours per day, unless such vehicle is necessary in the actual construction or repair of a structure or for grounds maintenance or maintenance of public or private utilities, or unless such vehicle is fully enclosed inside a structure. The parking of vans will be permitted if the following requirements are met:

(i) The vehicle will be used for personal, non-business use only;

(ii) All vans must have windows on both side panels and seating capacity throughout; and

(iii) No tools, equipment, merchandise, materials or supplies may be kept or stored in the van.

(b) All cars, equipment, lawnmowers, motor cycles, electric carts, trucks, commercial vehicles or trailers, residential vehicles, vans and pick-up trucks and/or other motorized vehicles belonging to an Owner must be parked overnight inside a garage.

(c) No boat trailer or other trailer of any kind, camper, mobile home, motor home, pick-up truck or disabled vehicle shall be permitted to be parked or stored upon the Property unless kept fully enclosed inside a structure.

(d) No vehicle shall be parked anywhere but on areas intended for that purpose or in garages. Parking on lawns or landscaped areas is prohibited.

(e) No vehicle shall be used as a domicile or living unit, either permanent or temporary.

(f) No Owner may keep a golf cart in the Property unless the Owner has a garage and the golf cart is parked inside at all times when not in use.

(g) the foregoing Section notwithstanding, the Declarant shall be permitted to maintain, keep, use and store such vehicles and equipment as the Declarant determines, in its sole discretion, are necessary for the development and/or sale of the Property.

6.42 USE OF PROPERTY DURING CONSTRUCTION

It will be expressly permissible and proper for Declarant and any Owner acting with the prior written consent of the Master Board, and their respective employees, agents, independent contractors, successors, and assigns involved in the construction of Improvements on or the providing of utility service to the Property, and/or any expansion property or other real property owned by Declarant, to perform such activities, and to maintain upon portions of the Property as they deem necessary such facilities as may be reasonably required, convenient, necessary or incidental to such construction and development of the Property. Notwithstanding anything in this Master Declaration to the contrary, such permission specifically includes, without limiting the generality of the foregoing, maintaining storage areas, construction yards, model homes, construction trailers, sales trailers, equipment and signs. However, no activity will be performed and no facility will be maintained on any portion of the Property which, in the Architectural Review Board's discretion, unreasonably interferes with or disturbs any purchaser or Owner of a Plot, or unreasonably interferes with the use, enjoyment or access of such Owner or his tenants, employees, guests, or business invitees, of and to his Plot. If any Owner's use under this provision is deemed objectionable by the Architectural Review Board, then the Architectural Review Board, as applicable, in its sole discretion, may withdraw this permission.

6.43 UTILITY AND OTHER EASEMENTS, AND DEVELOPMENT RIGHTS

(a) Plat Easements. In addition to such other easements as are created in this Master Declaration, in a Supplemental Declaration, or in a Neighborhood Declaration, and as may be created by Declarant pursuant to other written instruments recorded in the office of the Recorder of Hamilton County, Indiana, Plots, Master Common Areas, and Neighborhood Common Areas are subject to drainage easements, sewer easements, utility easements, entryway easements, landscape easements, water access easements, community area access easements, pathway easements, and non-access easements, either separately or in any combination thereof, as shown on any plat of all or any portion of the Property recorded with the Recorder of Hamilton County, Indiana, which are reserved for the use of Declarant and its designees, Owners, the Association, the Architectural Review Board, the Country Club, public and private utility companies, and governmental agencies, as follows:

(i) Drainage Easements (DE) are created to provide paths and courses for area and local storm drainage, either over land or in adequate underground conduit, to serve the needs of the Property, the Country Club, and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each owner to maintain the drainage across his own Plot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the water flow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over any drainage, by Declarant, and by the Architectural Review Board, but neither the Declarant nor

the Architectural Review Board shall have any duty to undertake any such construction or reconstruction.

(ii) Sewer Easements (SE) are created for the use of the local governmental agency having jurisdiction over any storm and sanitary waste disposal system which may be designed to serve the Property and adjoining lands, including the Country Club, for the purpose of installation and maintenance of sewers that are a part of said system.

(iii) Utility Easements (UE) are created for the use of the Declarant, the Master Association, and all public, municipal, or private utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires and other facilities, as well as for all uses specified in the case of sewer easements.

(iv) Entryway Easements (EE), if any, are created for the use by Declarant, the Architectural Review Board, and the Master Association for the installation, operation, and maintenance of any entryways.

(v) Landscape Easements (LSE) are created for the use by Declarant, the Architectural Review Board, and the Master Association for the planting and maintenance of trees, shrubs, and other plantings.

(vi) Water Access Easements (WAE), if shown on a plat recorded with the Recorder of Hamilton County, Indiana, are created for the use by Declarant, the Master Association, and the Country Club for purpose of gaining access to any Lake in the course of maintenance, repair, or replacement of any portion thereof.

(vii) Community Area Access Easements (CAAE), if any are shown on a plat recorded with the Recorder of Hamilton County, Indiana, are created for the use by the Declarant and the Master Association for the purpose of gaining access to a Master Common Area or Neighborhood Common Area in the course of maintenance, repair, or replacement thereof and for the use of Owners for the purpose of gaining access to such Master Common Area or Neighborhood Common Area to enjoy the use thereof to the extent authorized herein or in a Supplemental Declaration or a Neighborhood Declaration.

(viii) Ingress/Egress Easements (IE), if any are shown on a plat recorded with the Recorder of Hamilton County Indiana, identify private streets, lanes, and/or shared drives to be installed by Declarant, maintained by the Master Association or Neighborhood Association to which they are conveyed, and used by the Owners for access, ingress and egress.

(ix) Non-Access Easements (NAE), if any are shown on a plat recorded with the Recorder of Hamilton County, Indiana, are created to preclude access from certain Plots to abutting rights-of-way across the land subject to such easements.

All easements described herein include the right of reasonable ingress and egress for the exercise of other rights reserved. No structure, including fences, shall be built on any drainage, sewer, or utility easement if such structure would interfere with the utilization of such easement for the purpose intended or violate any applicable legal requirement or the terms and conditions of any

easements specifically granted, to a person or entity other than an owner, by an instrument recorded with the Recorder of Hamilton County, Indiana; provided, however, that paved or concrete driveways necessary to provide access to a Plot from a public or private street, and a sidewalk installed by or at the direction of the Declarant, together with replacements thereof, shall not be deemed a "structure" for the purpose of this restriction.

(b) Additional Easements. The following rights and easements reserved and retained in this Section 6.43(b) shall not be exercised with respect to a Plot, after the conveyance of such Plot by Declarant to an Owner, in a manner that (i) unreasonably affects any Dwelling Unit or portion thereof located upon such Plot or the Owner's use or enjoyment thereof, or (ii) unreasonably affects the rights of ingress and egress to such Plot:

(i) During the term of this Master Declaration, the Declarant, until the occurrence of the Applicable Date and, thereafter, the Master Association hereby reserves and shall have the right (i) to grant telephone, gas, water, sewer, irrigation, drainage, cable television or other easements, including rights of access to maintain, repair, replace, or install fixtures and appurtenances necessary for such utility and government services for the benefit of the appropriate utility companies, agencies, franchises, or government agencies, and to relocate any existing easement in any portion of the Property, and (ii) to grant access easements and to relocate any existing access easements in any portion of the Property as the Declarant or the Master Association shall deem necessary or desirable, for the proper operation and maintenance of the Property, or any portion thereof, or for the general health or welfare of the Owners, or for the purpose of carrying out any provision of this Master Declaration.

(ii) There is hereby created a blanket easement over, across, through, and under the Property for ingress, egress, installation, replacement, repair, and maintenance of underground utility and service lines and systems including, but not limited to, water, sewers, gas, telephone, electricity, television, cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for Declarant or the providing utility or service company to install and maintain facilities and equipment on the Property and to excavate for such purposes if the Declarant or such company restores the disturbed area as nearly as is practicable to the condition in which it was found. No sewers, electric lines, water lines, utility service lines or facilities for such utilities, or Technology Infrastructure may be installed or relocated within the Property, except as approved by the Declarant prior to the Applicable Date or by the Architectural Review Board thereafter. Should any utility furnishing a service covered by this general easement request a specific easement by separate recordable document, Declarant or the Master Declaration shall have the right to grant such easement on the Property without conflicting with the terms hereof. Notwithstanding anything herein to the contrary, however, this blanket easement shall in no way affect any recorded easements on the Property, shall be limited to improvements as originally constructed, and shall not cover any portion of a Plot upon which a Dwelling Unit has been constructed.

(iii) Declarant hereby reserves to itself and its designees the right and power, during a period of fifty (50) years from the date of the recordation of this Master Declaration, to declare and file or record additional easements granting full, free right, power and authority to lay, operate, and maintain such drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, communication lines, cable television lines, and

such other public service facilities as the Declarant may deem necessary along, through, in, and over a strip of land ten (10) feet in width from all side, front, and rear lines of any Plot. These easements may be granted for the benefit of the Property or burden the Property for the benefit of other real estate including, without limitation, the Country Club.

(c) General Network Easement. The following rights and easements reserved and retained in this Section 6.43(c) shall not be exercised with respect to a Plot, after the conveyance of such Plot, in a manner that (i) unreasonably affects any Dwelling Unit or portion thereof located upon such Plot or the Owner's use or enjoyment thereof, or (ii) unreasonably affects the rights of ingress and egress to such Plot. The Declarant hereby forever reserves, retains, and is granted a blanket, exclusive, perpetual easement over, above, across, under, upon, along, and through the Property and all Plots, Master Common Areas, Neighborhood Common Areas, and streets located therein (i) for the purpose of owning, installing, maintaining, repairing, replacing, relocating, removing, improving, expanding, and otherwise servicing the Community Network and Technology Infrastructure, and any other equipment, facilities, installations of any type, bringing Provider Services to any Plot, Dwelling Unit, and/or any improvements on the Master Common Areas and/or Neighborhood Common Areas. This General Network Easement may be conveyed, assigned, and transferred by the Declarant, in the Declarant's sole discretion, without notice or consent of the Master Association, Neighborhood Association, the Owners, or any other person. The General Network Easement is for the exclusive benefit of the Declarant, and its successors, designees and assigns, and is an appurtenant easement which runs with the Property and all Plots, Master Common Areas, Neighborhood Common Areas, and public and private streets therein. Only those providers which receive the Declarant's explicit written permission shall be permitted within the General Network Easement. The Declarant's rights under this Section 6.43(c) shall survive beyond the Applicable Date and exist in perpetuity, and this General Network Easement shall be in addition to any easement identified or designated on a Plat recorded with the Recorder of Hamilton County, Indiana.

(d) Master Common Area and Neighborhood Common Area Easements. All Master Common Areas and Neighborhood Common Areas are hereby declared to be subject to a perpetual, non-exclusive easement in favor of the Master Association and its employees and agents in order that such employees and agents may carry out their duties on behalf of the Master Association. Notwithstanding anything else to the contrary set forth in this Master Declaration, the Declarant, solely at the Declarant's discretion, reserves the right to grant perpetual, non-exclusive easements over the Master Common Areas and Neighborhood Common Areas for ingress, egress, utilities, water, sewer, cable television, drainage and other purposes for the benefit of the Master Common Area, Neighborhood Common Area, Country Club or any Plot or of other real property.

(e) Signage Easement. Any signage placed on any Plot, Neighborhood Common Area, or Master Common Area by the Declarant is hereby allowed, and an easement is hereby reserved to the Declarant to enter upon any Plot, Neighborhood Common Area, or Master Common Area for the purpose of replacing, improving, altering, landscaping, and maintaining any signage thereon. The aforesaid reservation of easements shall be freely assignable by Declarant, either in whole or in part, to any entity or entities at the Declarant's sole and absolute discretion, and without further approval from the Master Association or any Neighborhood Association. Except for the aforesaid Declarant's reservation of easement right, together with

the Declarant's right of assignment thereof, no signs shall be placed on or allowed to be placed on or adjacent to a Plot, Master Common Area, or Neighborhood Common Area by any Owner without the prior written approval of the Architectural Review Board.

(f) Sales and Development Easement. Notwithstanding anything to the contrary contained in this Master Declaration or any other instrument or agreement, the Declarant or its sales agents, contractors, or designees shall have the right and easement to use, without charge, any Plot or part of the Property owned by it, and any Master Common Area and/or Neighborhood Common Area, (i) for all purposes in connection with the development of the Property, and (ii) in order to establish, modify, maintain, and utilize, as it and they may deem proper, model homes, sales homes, and such other offices and facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the construction, sale, or rental of Plots and Dwelling Units including, without limitation, a general business office, storage area, construction signs, model dwelling units, sales and leasing offices, and any signs or other promotional material to advertise Plots and Dwelling Units for sale or lease, and to take all other action helpful for the sales and promotion of the Property.

(g) Declarant's Easement to Correct Drainage. For a period of fifty (50) years from the date of the conveyance of the first Plot, Declarant reserves a blanket easement and right on, over and under the ground within the Property to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected Property to its original condition as nearly as practicable. Declarant shall give reasonable notice of its intention to take such action to all affected Owners, unless in the opinion of Declarant an emergency exists which precludes such notice.

(h) Enforcement Easements. Each Owner hereby grants to the Master Association a non-exclusive easement for ingress and egress over the Master Common Area and over the Owner's Plot, to enter upon the same at reasonable times to enforce the provisions of this Master Declaration, and the same shall not constitute a trespass.

(i) Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Plot and such portion or portions of the Master Common Area adjacent thereto or as between adjacent Plots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Plot and the adjacent portion of the Master Common Area or as between said adjacent Plot, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Master Association.

(j) Right of Entry. The Master Association shall have the right, but not the obligation, to enter upon any Plot for emergency, security, and safety reasons, to perform maintenance pursuant to this Master Declaration, and to inspect for the purpose of ensuring compliance with

this Master Declaration and any Supplemental Declaration, which right may be exercised by any member of the Master Board, the Master Association, officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Master Association to enter upon any Plot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Master Board, but shall not authorize entry into Dwelling Unit without permission of the Owner, except by emergency personnel acting in their official capacities.

6.44 UTILITY LINES

All electric, telephone, cable television, fiber optic, high speed internet, gas and other utility lines must be installed underground. The Architectural Review Board may require that the Owner install, at the time of construction of a Dwelling Unit, conduit from the street to the Dwelling Unit for future technology.

6.45 WALLS AND FENCES

(a) To encourage the feel of open country, fences will be discouraged and generally disallowed. No wall or fence shall be constructed, and no hedge or shrubbery abutting the Plot lines shall be permitted without the prior written approval of the Architectural Review Board. No wall or fence shall be constructed on any plot until its height, length, type, design, composition, material and location shall have first been approved in writing by the Architectural Review Board. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the Architectural Review Board, whose decision shall be final;

(b) No chain link fencing shall be allowed, unless vinyl coated and approved by the Architectural Review Board for tennis courts; and

(c) No walls, fences, hedges, shrubs or other materials, which materially obstruct the view of a lake or the golf course, shall be permitted or approved. Fences are prohibited in the rear yards of Plots, the rear lot line of which abuts the Country Club.

6.46 WATER MANAGEMENT AND DRAINAGE RESTRICTIONS AND EASEMENTS

(a) No structure, planting or other material (other than lawn) of any kind shall be constructed, erected or installed, unless constructed, erected or installed by Declarant, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of a Water Management System and drainage area reserved for, or intended by Declarant to be reserved for, drainage way, sluice-ways or for the accumulation of

runoff waters, as reflected in any Plot or instrument of record, without the specific written permission of the Master Association, Country Club and the Declarant.

(b) An Owner shall in no way deny or prevent ingress and egress by Declarant or the Master Association to any Water Management System and drainage area for maintenance or landscape purposes. The right of ingress and egress, and easements therefore, are hereby granted in favor of the Declarant, the Master Association, any appropriate governmental or quasi-governmental agency or any public or private utilities that may reasonably require such ingress and egress and easements therefore are hereby specifically reserved and created.

(c) No Plot shall be increased in size by the filling in of any water retention or drainage areas on which it abuts. Owners shall not fill, dike, rip-rap, block, divert or change the established water retention and drainage areas without the prior written consent of the Master Association and the Declarant. No Owners may draw water for irrigation or other purposes from any lake, pond or other water management area.

(d) All Water Management Systems within the Property will be the ultimate responsibility of the Master Association. The Master Association may enter any Plot or Common Area and make whatever improvements or repairs are deemed necessary to restore proper water management. The cost shall be an expense of the Master Association.

(e) Nothing in this Section shall be construed to allow construction of any new water management facility or alteration of Water Management Systems without first obtaining the necessary permits from all governmental regulatory agencies having jurisdiction.

6.47 ADDITONAL ARCHITECTURAL STANDARDS

(a) Architectural Style and Character. Dwelling Units are expected to reflect the traditional character found in the finer upscale neighborhoods in Indianapolis, Carmel and other similar areas. While there are no period or historic style requirements, extremely avant-garde designs as well as period or "pure" architecture, such as American Colonial, Contemporary, Spanish Colonial, Victorian or Santa Fe are discouraged. Building types shall respond to the setting and be compatible with the overall community. It is desired that the balance, symmetry and detailing of traditional architecture be reflected in all buildings.

(b) Building Projections. The use of porches, veranda, courtyards, patios and/or outdoor living and circulation are encouraged. Such projections must be designed as integral elements of the building using compatible forms and materials. Vinyl and aluminum covered porches are not permitted. All roof projections including chimneys, flues, vents and other equipment must be grouped and concealed in chimney-like structures compatible in height with the structure from which they project. Wood chimney chases are not permitted.

(c) Design Standards. The Detached Dwelling Units shall have a minimum distance of 3.0 feet from finished floor to the existing grade (within the building area). The Architectural Review Board is encouraging an "elevated" appearance on the entry elevation.

(d) Roofs, Roof Shape and Ridge Alignment. Roofs shall be carefully designed in color, material and shape so they help to integrate the structure with the landscape and compliment the surrounding golf course and terrain. The goal is to select roofing materials that are dark in color so that the roof recedes into the landscape. Roofing materials shall be non-reflective and fire retardant. Roof flashings, trim and counter flashings shall be in harmony both in color and material with the roof surfacing.

(i) The minimum roof pitch for all Detached Dwelling Units shall be 6 vertical to 12 horizontal. Roofs shall truncate above the ground, and roofs on both sides of a ridge shall be the same slope, but not necessarily the same length. Building codes must be met regarding the distance from the roof eaves to finish grade.

(ii) Roof appurtenances shall be integral parts of the architecture of the Dwelling Unit. Dormers and skylights create interest and add interior light, but they shall integrate with the overall exterior design. Dormers generally shall be gable, shed, hip or derivative types. Non-functional roof ornamentation shall be avoided.

(iii) Diverters, gutters, downspouts and similar accessories, if used, shall be designed within the total roof shape. Mechanical, electrical and roof access equipment and vents shall be integrated into the roof or dormer design and not be visible from public view. Ridge ventilators are acceptable.

(e) Driveway and Garage Layouts. Asphalt drives and parking areas are not encouraged for Detached Dwelling Units constructed upon that part of the Real Estate described in parts 2, 3, and 4 of Exhibit "A". Concrete or approved pavers are preferred driveway materials. Each Dwelling Unit located within that part of the Real Estate described in part 4 of Exhibit "A" shall provide a minimum of two (2) enclosed parking spaces attached to the main residential structure. Dwelling Units constructed within that part of the Real Estate (i) described in parts 2 and 3 of Exhibit "A" shall provide a minimum of three (3) enclosed parking spaces attached to the main residential structure and (ii) described in part 1 of Exhibit "A" shall provide a minimum of four (4) parking spaces attached to the main residential structure. In addition, two guest parking spaces are required on the Plots located within the Real Estate. The driveway and parking garage layouts shall minimize the visibility of garage doors and guest parking from major views of adjacent Dwelling Units and streets. It is required, where practical and feasible, that garage doors shall be oriented so they do not face the street.

(f) Building Materials, Doors and Windows. Building materials, such as brick, stone and wood (or hardi-plank) siding are preferred for exterior surfaces. Wall decorations, shutters, bay windows, flower boxes, balconies and other wall appurtenances shall be simple, functional and well integrated with the total design. Glass may be coated or tinted to control solar heat, but reflective mirrored appearance is not permitted.

(i) The exterior finishes of windows and doors shall be of wood, anodized finish, or vinyl clad.

(ii) Windows are required on all sides of a Dwelling Unit the Plot width of which is at least 70 feet at the building line. For Plots less than 70 feet wide at the building line, windows are required on three (3) sides of the Dwelling Unit. In the event that a side of a Dwelling Unit does not have a window, it shall have at least two (2) architectural breaks, such as a chimney or another corner break, not including the corners of that side.

(g) Sidewalks. Sidewalks are an integral part of The Bridgewater Club community. A 5-foot wide concrete sidewalk is required in the front yard of every Dwelling Unit constructed upon the Real Estate. Sidewalks must be installed, by the Builder, within thirty (30) days of substantial completion of the Dwelling Unit. All sidewalks and driveway aprons shall be constructed in accordance with the construction plans approved by the Architectural Review Board and Town of Westfield specifications.

(h) Sports Courts. Sports courts, such as those for tennis, basketball, paddleball, squash or other recreational or sporting facilities must be approved by the Architectural Review Board. No lighted courts or facilities will be allowed except as approved specifically by the Architectural Review Board. All basketball goals will have clear backboards and black poles. No portable basketball goals shall be permitted. Basketball goals are not permitted within the front yard setback of any home.

ARTICLE VII

MASTER ASSOCIATION
MEMBERSHIP AND VOTING RIGHTS

The Owner of each Plot shall be a Regular Member of the Master Association. The Declarant shall also be a Member as set forth herein.

7.01 MEMBERSHIP

(a) Each Plot in the Property shall have one (1) Regular Membership appurtenant to it. When more than one person or entity is a record Owner of a fee simple or of a fractional undivided fee simple interest in any Plot, said owning persons or entities shall decide among themselves who shall be the sole Member and only such person shall qualify for membership or continuation of membership. In no event shall there be more than one (1) Regular Membership with respect to any Plot. The foregoing is not intended, to include persons or entities who hold an interest merely as security for the performance of an obligation.

(b) Membership shall be appurtenant to and may not be separated from ownership of any Plot, with the exception of Limited Members and Declarant.

(c) All membership rights and duties shall be subject to and controlled by this Master Declaration, which is a covenant running with the land.

(d) Each Owner agrees to accept membership in the Master Association and to be bound by this Master Declaration, the Master Association and the rules and regulations enacted pursuant thereto.

(e) The Declarant may, in its sole discretion, from time to time, designate the number of votes that are assigned to each Plot whether or not there are any structures located on it. As set forth in Section 7.02 below, there may be different voting rights and percentages for Attached Dwelling Units and Detached Dwelling Units. Any dispute as to the number of votes assigned to a Plot shall be decided by Declarant, whose decision shall be final.

(f) Until the Applicable Date, Declarant will retain the exclusive powers to appoint and remove and replace Directors and Officers of the Master Association.

(g) Regular Membership in the Master Association is automatic upon acquisition of ownership of a Plot and may not be transferred separate and apart from a transfer of ownership of the Plot. Regular Membership likewise automatically terminates upon the sale or transfer of an Owner's interest in a Plot, whether voluntary or involuntary. A Regular Member's voting rights and privileges in connection with the Master Common Area may be regulated or suspended as provided in this Master Declaration or Master Association rules.

(h) Limited Membership in the Master Association is automatic upon acquisition of ownership of the Country Club and may not be transferred separate and apart from a transfer of the Country Club. Limited Membership likewise automatically terminates upon the sale or transfer of the ownership in the Country Club, whether voluntary or involuntary.

7.02 VOTING RIGHTS

For purposes of voting rights only, the Master Association shall be deemed to have four types of membership; namely, Regular Membership, Limited Membership, Representative Membership and Declarant Membership. As set forth below, there are two (2) types of Regular Membership; namely, Regular Membership for Detached Dwelling Units and Regular Membership for Attached Dwelling Units.

(a) REGULAR MEMBERSHIP-DETACHED DWELLING UNITS. Regular Members shall be all Owners of Plots with the exception of the Limited Members, Representative Members, Declarant Members and owners of Country Club. Regular members shall be entitled to one vote for each Detached Dwelling Unit owned by such Regular Member. In the event that a Regular Member owns a Plot on which a Detached Dwelling Unit has not yet been constructed, such Regular Member shall be entitled to one (1) vote for each Detached Dwelling Unit which has been assigned to the Plot by the Declarant.

(b) REGULAR MEMBERSHIP-ATTACHED DWELLING UNITS. A Regular Member who owns a Plot on which an Attached Dwelling Unit exists or will be constructed shall be entitled to either (i) one (1) vote or (ii) a percentage or portion of one (1) vote, as determined by the Declarant, in the Declarant's sole and absolute discretion. Declarant shall exercise such

discretion and assign a percentage vote applicable to Attached Dwelling Units within the Supplemental Declaration or Neighborhood Declaration by which the Declarant adds to the Property any portion of the Additional Real Estate upon which Attached Dwelling Units are to be constructed. In the Declarant's sole and absolute discretion, different forms of Attached Dwelling Units may be assigned different percentages of one (1) vote.

The Declarant shall assign the number of Dwelling Units which may be constructed on a Plot prior to the sale of such Plot to a third party. When there are multiple owners of a Plot, only one vote may exercised for each Dwelling Unit (whether constructed or assigned as provided above), which vote shall be exercised among the Owners of said Plot as provided in the Master Association. Although Regular Members shall be entitled to vote as provided herein, the right of Regular Members to cast their vote, and the manner in which such vote is cast, is subject to the provisions of Paragraph (d) below regarding Representative Membership and further subject to the Articles and Bylaws of the Master Association.

(c) LIMITED MEMBERSHIP. The Limited Member shall be the owner of the Country Club. The membership shall be appurtenant to and may not be separated from ownership of the Country Club property, and ownership of the Country Club property shall be the sole qualification for such membership. In the event that fee title to the Country Club property is transferred or otherwise conveyed, the membership in the Master Association which is appurtenant thereto shall automatically pass to such transferee. The foregoing is not intended to include Institutional Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect the Limited Member's membership in the Master Association. Where a mortgagee or other person holding an interest in the Country Club property as security for the performance of an obligation acquires to the Country Club property through a foreclosure proceeding or the issuance of a deed in lieu of foreclosure, such mortgagee or other transferee shall be deemed to have a membership in the Master Association upon acquiring title to the Country Club property. The rights and privileges of membership, including the right to vote and to hold an office in the Master Association, may be exercised by the member, but in no event shall more than one office be held by the Limited Member. When a vote of the members of the Master Association is required by this Master Declaration or by the Bylaws of the Master Association, the Limited Member shall be assigned seventy-five (75) votes for its membership.

(d) REPRESENTATIVE MEMBERSHIP. Although Regular and Limited Members are entitled to vote as provided herein, the right to vote and the manner in which such vote is cast is further subject to this paragraph and the Bylaws of the Master Association. Representative Members shall be the members of the Board of Directors of the Neighborhood Associations or Country Club. Each Neighborhood Association or Country Club owner shall designate one member of its Board of Directors to serve as the Representative Member of such Neighborhood Association or Country Club. Each Representative Member present at a meeting shall be entitled to cast the number of votes of Regular or Limited Members who (i) are members of the Neighborhood Association or Country Club of which such Representative Member is a director and (ii) duly cast their vote on the matters made the subject of the meeting. Representative Members shall have representative voting rights as provided in this Master Declaration and the

Bylaws of the Master Association, but Representative Members shall not otherwise be entitled to any privileges or rights in connection with the Master Association, the Master Common Area or this Master Declaration other than to the extent the Representative Members are also Regular or Limited Members. The owner of a Plot that is not within a Neighborhood shall attend any applicable meetings and cast his or her vote directly and not through representatives.

(e) DECLARANT MEMBERSHIP. Declarant Member shall be the Declarant or any successor to Declarant, or any assignee, designee or nominee of Declarant, in whole or in part, to whom Declarant has assigned all or any part of its rights as a Declarant Member. At all times prior to expiration of the Declarant Membership, as provided herein, the Declarant Member shall have the same number of votes at any meeting in which votes are to be taken as is held by all Regular Members, Limited Members and Representative Members, plus one hundred. The Declarant Membership shall terminate and be converted to Regular Membership upon the happening of the earlier of the following:

(i) When the Declarant Member and/or the Title Holders no longer own any portion of the Real Estate or the Additional Real Estate; or

(ii) When, in its discretion, the Declarant expressly and specifically terminates and waives in writing its right to Declarant Membership. The Declarant reserves the right to assign some of its rights and obligations under this Master Association without terminating or waiving its right to Declarant Membership.

After earliest of such events, the Declarant Member shall be deemed to be a Regular Member and for purposes of calculation of casting vote, may be classified as both a Regular and a Limited Member dependent upon whether the Declarant owns the Country Club, and shall be entitled to the same number of votes based upon such property ownership in accordance with the provisions of Paragraphs (a) and (b) above. Within sixty (60) days after such date, Declarant shall call a meeting as provided in the Master Association for special meetings to advise the membership of the termination of the Declarant Membership status.

(f) REDUCTION. If an Owner of any Plot builds fewer Dwelling Units, less gross leasable area or less building area than assigned by Declarant to such Plot, such Owner may request the Declarant, by a sworn affidavit, to reduce the number of Dwelling Units or amount of gross leasable area or building area assigned to such Plot. Declarant shall have the sole discretion to approve all or a portion of such reduction, which discretion shall be reasonably exercised. Such reduction shall have the affect of reducing the maximum number of Dwelling Units or amount of gross leasable area or building area that may be constructed on such Plot, the number of votes that may be cast by the Owner of such Plot, and the amount of assessments levied against such Plot or the Owner thereof pursuant to Article VIII.

7.03 DELEGATION OF VOTING RIGHTS

With respect to the affairs of the Master Association, a member of the Board of Directors of each Neighborhood Association or Country Club, as a Representative Member, shall be the

exclusive agent for and shall hold the exclusive and irrevocable proxy and authority to act for and vote on behalf of all of the Owners of Plots within the Neighborhood or Neighborhoods operated by such Neighborhood Association or Limited Members with regard to the Country Club. The votes cast by such Representative Members shall be conclusively binding on the Owners of individual Plots within such Neighborhoods or owner of Country Club.

(a) When the vote of Regular Members is required or requested under this Master Declaration or the Master Association Founding Documents, or required by the Master Board, the positive and negative votes cast by the Owners of Plots within each Neighborhood with respect to the matters subject to vote shall retain their character as such and shall in turn be reported to the Master Association and cast by the Representative Members as positive and negative votes in the respective numbers originally cast within the Neighborhood Association.

(b) When the vote of Limited Members is required or requested under this Master Declaration or the Master Association Founding Documents, or required by the Master Board, the votes cast by the Representative Member of the Country Club shall be cast as a block vote, either all positive or all negative, in the manner approved by a majority of the voting interests required for approval by Owner of the Country Club.

(c) Voting shall be conducted on specific matters in the manner provided in the Master Association Founding Documents. Delegation of voting rights as provided herein shall not disqualify any Member of the Master Association from serving as an officer or director thereof, nor shall such representatives voting otherwise affect the provisions of this Master Declaration, or the Articles or Bylaws of the Master Association, except as may be expressly otherwise provided. It is anticipated that the day-to-day operation of the Master Association shall be conducted by the Board and that most matters submitted to the membership shall be conducted by representative voting.

7.04 ELECTION OF MASTER BOARD OF DIRECTORS

Directors of the Master Association shall be elected at the annual meeting of the members in the manner provided in the Bylaws. Limited Members shall not be entitled to vote on the election of the Master Board. Directors may be removed and vacancies on the Master Board shall be filled in the manner provided in this Master Declaration and the Bylaws of the Master Association. The Directors of the Master Association shall manage the affairs of the Master Association. Members of the Directors of the Master Association need not be Regular Members.

7.05 CONTROL OF BOARD BY DECLARANT

So long as there is a Declarant Member, the Declarant has the right to designate, elect, remove or replace all of the Master Board of Directors, and the directors so designated by the Declarant need not be members of the Master Association. The Declarant may waive its right to designate any one or more directors, as provided in the Bylaws.

7.06 PROFESSIONAL MANAGEMENT

At any time prior to the occurrence of the Applicable Date, the Declarant, in the Declarant's sole discretion, may require that the Master Association and/or any Neighborhood Association continuously employ a professional management company, possessing experience and experienced in the management of home owners associations, to assist the Master Board in the management and administration of the Master Association. The cost of such professional assistance shall immediately and automatically be added to the annual assessment as a Common Expense. If the Declarant so elects, such professional management shall continue without interruption after the Applicable Date at all times during the existence of the Master Association.

ARTICLE VIII
MASTER ASSOCIATION ASSESSMENT AND LIEN RIGHTS

8.01 CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Each Owner of a Plot or Dwelling Unit, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Master Association:

(a) Annual Assessments, Supplemental Assessments and Special Assessments, all as established and to be collected as hereafter set forth;

(b) Social Membership Assessments as established and to be collected as hereafter set forth;

(c) Individual Assessments against any particular Plot or Dwelling Unit, as established and hereafter set forth, including, but not limited to, fines as may be imposed against such Plot and/or Dwelling Unit as hereafter set forth; and

(d) Any additional assessments specified in a Supplemental Declaration or Neighborhood Declaration.

Any such assessments, together with late charges, simple interest at the maximum rate allowable by law per annum, and court costs and attorneys' fees incurred to enforce or collect such assessments, shall be an equitable charge and a continuing lien upon the Plot or Dwelling Unit, the Owner of which is responsible for payment. Each Owner shall be personally liable for assessments coming due while he is the Owner of a Plot or Dwelling Unit, and his grantee shall take title to such Plot or Dwelling Unit subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee therefor; provided, however, the lien for unpaid assessments shall not apply to the holder of any first priority Mortgage or to the holder of any Mortgage securing a loan made by Declarant, its affiliates, successors, or assigns, and who takes title to a Plot or

Dwelling Unit through foreclosure or through conveyance of a deed in lieu of foreclosure or to any purchaser of such Plot or Dwelling Unit at such foreclosure sale. In the event of co-ownership of any Plot or Dwelling Unit, all of such co-Owners shall be jointly and severally liable for the entire amount of such assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Master Board, provided that, unless otherwise provided by the Master Board, the annual assessments shall be paid in advance at the beginning of the fiscal year of the Master Association.

8.02 ASSESSMENTS AGAINST THE COUNTRY CLUB

Per the terms of Section 8.03, the owner of the Country Club Property shall be responsible for paying Annual Assessments, but under no circumstances shall be responsible for the payment of any Supplemental Assessments or Special Assessments as provided in Sections 8.04 and 8.05, respectively, Individual Assessments as provided in Section 8.08 below, or any assessments other than Annual Assessments per the terms of Section 8.03 below.

8.03 ANNUAL ASSESSMENTS

By a vote of a majority of the Master Board, the Master Board shall fix the Annual Assessment for each assessment year of the Master Association at an amount sufficient to meet the obligations imposed by this Master Declaration upon the Master Association. The Master Board shall establish the date(s) the Annual Assessment shall become due, and the manner in which it shall be paid.

By a majority vote of the Master Board, the Master Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Master Declaration will be met.

The Common Expenses to be funded by the Annual Assessments may include, but shall not necessarily be limited to, the following:

(a) management fees and expenses of administration, including legal and accounting fees;

(b) utility charges for utilities serving the Master Common Areas and charges for other common services for the Property, including trash collection and security services, if any such services or charges are provided or paid by the Master Association;

(c) the cost of any policies of insurance purchased for the benefit of all the Owners and the Master Association as required or permitted by this Master Declaration, including fire, flood, and other hazard coverage, public liability coverage, and such other insurance coverage as the Master Board determines to be in the interests of the Master Association and the Owners;

(d) the expenses of landscaping, mowing, maintenance, operation, repair and/or replacement of (i) those portions of the Master Common Areas which are the responsibility of

the Master Association under the provisions of this Master Declaration; together with (ii) all improvements and trails located within such Master Common Areas;

(e) the expenses of maintenance, operation, and repair of other amenities and facilities serving the Development, the maintenance, operation, and repair of which the Master Board from time to time determines to be in the best interest of the Master Association;

(f) the expenses of the Architectural Review Board that are not defrayed by plan review charges;

(g) ad valorem real and personal property taxes assessed and levied against the Master Common Areas;

(h) the expenses for conducting recreational, cultural, or other related programs for the benefit of the Owners and their families, tenants, guests, and invitees;

(i) in the sole and absolute discretion of the Master Association, the Master Association may elect to contract for trash collection services for the Property. In the event the Master Association elects to contract for trash collection services for the Property, then the expenses of such trash collection shall be included within the Common Expenses.

(j) such other expenses as may be determined from time to time by the Master Board to be Common Expenses, including, without limitation, all painted golf cart path markings, and taxes and governmental charges not separately assessed against Plots or Dwelling Units.

The total annual assessments shall be divided among the Plots or Dwelling Units, as hereinafter provided:

(a) The Owner of each Dwelling Unit or Plot on which a Detached Dwelling Unit shall be constructed shall pay annual assessments which, beginning in 2003, shall be an amount not less than FIVE HUNDRED SEVENTY FIVE ($575) per Plot or Dwelling Unit, unless otherwise determined by Declarant. The Owner of each Attached Dwelling Unit shall pay Annual Assessments which, beginning in 2003, shall be an amount equal to the percentage of one vote assigned by the Declarant, in the applicable Neighborhood Declaration or Supplemental Declaration, to the Attached Dwelling Unit, multiplied by the Annual Assessment paid by the Owner of a Detached Dwelling Unit.

(b) The owner(s) of the Country Club Property shall pay Annual Assessments to the Master Association in an amount equal to five (5) multiplied by the Annual Assessment for a Detached Dwelling Unit as set forth above.

(c) Notwithstanding anything to the contrary in this Master Declaration, no Plot owned by Declarant or a Designated Builder shall be assessed for Annual Assessments.

8.04 SUPPLEMENTAL ASSESSMENTS

If the Master Board determines that the Annual Assessment, and any Supplemental Assessments, for the current year are, or will become, inadequate to meet all Common Expenses for any reason, it shall determine the approximate amount of such inadequacy and make a Supplementary Assessment against each Plot, specifying the date or dates when due. A Supplementary Assessment may be added to and paid with installments of the Annual Assessment, or be otherwise payable as determined by the Master Board. Notwithstanding anything to the contrary in this Master Declaration, no Plot owned by Declarant or a Designated Builder shall be assessed for Supplemental Assessments.

8.05 SPECIAL ASSESSMENTS

From time to time Common Expenses of an unusual or extraordinary nature or not otherwise contemplated may arise. At such times, in addition to the annual assessments authorized above, the Master Association, acting through its Master Board, may levy, in any assessment year, special assessments, applicable to that year only, provided that such assessment shall be approved (i) by Declarant until the occurrence of the Applicable Date, and (ii) by a majority of the votes entitled to be cast at a meeting duly called for this purpose. The Master Board may make such Special Assessments payable in installments over a period which may, in the Master Board's discretion, extend in excess of the fiscal year in which adopted. Such Special Assessments are to be allocated among the Plots and Dwelling Units as provided with respect to Annual Assessments. Under no circumstances shall the Country Club be responsible for Special Assessments. Notwithstanding anything to the contrary in this Master Declaration, no Plot owned by Declarant or a Designated Builder shall be assessed for Special Assessments.

8.06 UNIFORMITY OF ASSESSMENT

Each owner of a Detached Dwelling Unit shall pay the same Annual Assessment, Supplemental Assessment, and Special Assessment. The amount of the Annual Assessment, Supplemental Assessment, and Special Assessment paid by the Owner of each Attached Dwelling Unit shall be equal to (i) the percentage vote assigned by Declarant, in a Supplemental Declaration or a Neighborhood Declaration, to such Owner of an Attached Dwelling Unit multiplied by (ii) the Annual Assessment, Supplemental Assessment, and Special Assessment paid by the Owner of a Detached Dwelling Unit.

8.07 SOCIAL MEMBERSHIP ASSESSMENTS

"SOCIAL MEMBERSHIP" shall mean and refer to a social membership in the Country Club to be made available on terms, conditions, rules and regulations which may be determined and changed by the owner or owners of the Golf Course in their sole discretion, entitling a person or family to use one or more of the clubhouse, pool, fitness center, the driving range, and

the short game practice area, but not entitling a person or family to use the 18-hole championship golf course designed by Pete Dye reserved only for Golf Members.

Social Membership Assessments shall be determined by the owner or owners of the Country Club, in their sole discretion, and shall be levied, either by the Master Board or, at the election of the Owners of the Golf Course, directly by the Golf Course, against (i) all Plots on which detached, single-family residences exist and (ii) all existing attached Dwelling Units, intended for single family occupancy, located within a Neighborhood for which the applicable Neighborhood Covenants require and mandate that each and every Owner of an attached Dwelling Unit be a social member of the Country Club. The Social Membership Assessment shall be mandatory and shall not be subject to or submitted to a vote. In the Country Club's sole discretion, the Social Membership Assessment either (i) shall be a mandatory part of every budget or (ii) shall be collected directly by the Country Club and, therefore, not be a mandatory part of every budget. The Declarant and the Country Club have the right, in their sole discretion, to suspend any Social Membership for cause, including the violation by any Social Member of the rules and regulations promulgated and made applicable by the owner(s) of the Country Club to all Social members; provided, however, that any such suspension shall not suspend or alleviate the suspended member's obligation to commence to timely pay all Social Membership Assessments.

The initial Social Membership Assessment, to be levied and paid monthly, shall be the same amount for both Detached Dwelling Units and Attached Dwelling Units, and shall not exceed one hundred twenty-five (125) dollars per month, and may not be increased by more than the greater of (i) ten (10) percent of the assessment in the prior year or (ii) the percentage increase, if any, over the previous year's Consumer Price Index (All Urban Consumers, United States Average, All items 1967=100) or its successor index. Until completion of improvements (including the clubhouse expansion, pool and fitness center) to be used by Social Members, the owner of the Country Club will charge less than one hundred (100) percent of the Social Membership Assessment as they determine in their sole and absolute discretion.

Notwithstanding anything in this Master Declaration to the contrary, without the written consent of the owner(s) of the Country Club, the Master Declaration may not be amended to eliminate or modify the requirement of Social Membership Assessments or to modify or alter any of the rights of the Country Club specified in this Master Declaration.

8.08 INDIVIDUAL ASSESSMENTS

Any expenses of the Master Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests, or invitees of any Owner shall be specially assessed against such Owners and their respective Plots or Dwelling Units. The individual assessments provided for in this Section 8.08 shall be levied by the Master Board and the amount and due date of such assessment so levied by the Master Board shall be as specified by the Master Board. Under no circumstances shall be Country Club be responsible for Individual Assessments.

8.9 RESERVES

The Master Board may establish reserve accounts funded from Annual Assessments and/or Supplemental Assessments in reasonable amounts and in such categories as are determined by the Master Board for deferred maintenance and repair and replacement, including maintenance of all Master Common Area, emergency repairs as a result of casualty losses, and recurring periodic maintenance, or the initial cost of any new service to be performed by the Master Association. All amounts collected as a reserve shall be deposited or invested by the Master Board in separate accounts to be held in trust for the purposes for which such funds are collected, and shall not be commingled with any other funds of the Master Association. Such reserves shall be deemed a contribution to the capital account of the Master Association by the Members.

8.10 COLLECTION AND COMMENCEMENT

Assessments that are levied by the Master Association against any Plot not within a Neighborhood shall be collected directly by the Master Association. Assessments that are levied by the Master Association against any Plot within a Neighborhood shall, at the election of and in the sole discretion of the Master Association, be collected either (i) directly by the Master Association from the Owner(s) of Plots within a Neighborhood, or (ii) from the Owners of Plots within such Neighborhood through the Neighborhood Association responsible for operating such Neighborhood. If the Master Association elects to have the Neighborhood Association collect assessments, the Master Association shall certify the amount and category of all assessments against the Plots within such Neighborhood to the Neighborhood Association operating the same and the Neighborhood Association shall then be responsible for collecting the same as agent and on behalf of the Master Association. The provisions hereof are intended to serve as an accommodation to the Master Association and its Members and to the Neighborhood Associations but shall not make Neighborhood Associations liable for any assessments beyond amounts actually received by such Neighborhood Association nor diminish or impair the obligation of each Owner for assessments otherwise due from such Owner. Each Neighborhood Association shall remit the assessments collected by the Neighborhood Association, by the deadlines established by the Master Association, along with a list of all Owners who fail to pay assessments that were billed through the Neighborhood Association.

For Plots intended for the construction of Detached Dwelling Units, the Annual Assessment and Social Assessment shall commence with respect to assessable Plots on the first day of the month following conveyance of the first Plot to an Owner who is not Declarant or a Designated Builder. For Plots intended for the construction of Attached Dwelling Units, Annual Assessments and Social Membership Assessments shall commence with respect to assessable Plots as established in the Neighborhood Declaration or Supplemental Declaration applicable to such Plots. The initial Assessment on any assessable Plot shall be adjusted according to the days remaining in the month in which the Plot became subject to assessment. Only Plots for which the Annual Assessment has commenced shall be subject to Supplemental Assessments, Special Assessments, Social Membership Assessments, and Individual Assessments.

8.11 LIENS

All sums assessed against any Plot or Dwelling Unit pursuant to this Master Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Plot or Dwelling Unit in favor of the Master Association. Such liens shall be superior to all other liens and encumbrances on such Plot or Dwelling Unit except only for: (i) liens of ad valorem taxes, and (ii) liens for all sums unpaid on a first priority Institutional Mortgage or on any mortgage to Declarant, or its affiliates, successors, or assigns, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument. Notwithstanding the foregoing to the contrary, the subordination of assessments and charges to the lien of such Mortgages shall only apply to such assessments and charges that have become due and payable prior to acquisition of title at a foreclosure sale. All other persons acquiring liens or encumbrances on any Plot or Dwelling Unit after this Master Declaration has been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for assessments and charges as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

8.12 EFFECT OF NONPAYMENT; REMEDIES OF THE ASSOCIATION

Any Assessments or charge of an Owner or any portions thereof that are not paid when due shall be delinquent. Any assessment or charge delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Master Board from time to time and shall also commence to accrue simple interest at the rate of eighteen percent (18%) per annum or the maximum interest rate allowed by the laws of the State of Indiana, whichever is lower. A lien and equitable charge as herein proved for each assessment or charge shall attach simultaneously as the same shall become due and payable, and if an assessment or charge has not been paid within thirty (30) days, the entire unpaid balance of the assessment or charge may be accelerated at the option of the Master Board and be declared due and payable in full. The continuing lien and equitable charge of such assessment or charge shall include the late charge established by the Master Board, interest on the principal amount due at the rate of eighteen percent (18%) per annum or the maximum interest rate allowed by the laws of the State of Indiana, whichever is lower. All costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the assessment or charge remains unpaid after sixty (60) days from the original due date, the Master Association may, as the Master Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Master Association.

8.13 CERTIFICATE

The treasurer, any assistant treasurer, or the manager of the Master Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time determined by the Master Board of Directors, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed by said treasurer, assistant treasurer, or

manager setting forth whether the assessments and charges for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any assessments and charges stated therein to have been paid.

ARTICLE IX
COUNTRY CLUB

9.01 OWNERSHIP AND OPERATION OF COUNTRY CLUB

All persons, including all Owners, are hereby advised that the ownership and/or operation of the Country Club, if any, may change at any time and from time to time by virtue of, but without limitation, (a) the sale to or assumption of operations of the Country Club by an independent entity or entities, (b) the creation or conversion of the ownership and/or operating structure of the Country Club to an "equity" club or similar arrangement whereby the Country Club or the rights to operate it are transferred to an entity which is owned or controlled by its members, or (c) the transfer of ownership or control of the Country Club to one or more affiliates, shareholders, employees, or independent contractors of the Declarant. No consent of the Master Association, any neighborhood association, or any owner shall be required to effectuate such transfer or conversion. No representations or warranties have been or made by the Declarant or any other person with regard to the continuing existence, ownership or operation of the Country Club.

9.02 RIGHT TO USE

Neither membership in the Master Association nor ownership or occupancy of a Plot or Dwelling Unit shall confer any ownership interest in or right to use the Country Club. Rights to use the Country Club will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the owner of the Country Club. The owner of the Country Club shall have the right, from time to time, in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Country Club, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the provisions of any outstanding membership documents.

9.03 VIEW IMPAIRMENT

Neither the Declarant, the Master Association nor the owner or operator of the Country Club guarantees or represents that any view over and across the Country Club from any adjacent Plot or Dwelling Unit will be reserved without impairment. The owner of the Country Club shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Country Club from time to time. In addition, the owner of the Country Club may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways and greens on the

Country Club from time to time. Any such additions or changes to the Country Club may diminish or obstruct any view from a plot or dwelling unit and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

9.04 RISKS

By Owner's acceptance of a deed to a plot, owner acknowledges and accepts the benefits and burdens associated with the Country Club, including without limitation, assuming the risk of the special benefits associated with the Country Club, including, without limitation, those matters more particularly described below. The owner of the Country Club and each and every member, guest, golfer, employee or agent of the Country Club, disclaims any liability for personal injury or property damage resulting in any way, all or in part, from any of the following items set forth below. Owner accepts such disclaimer and agrees to release and waive any claims that Owner may have as a result of any such following items:

(a) Owner acknowledges the inherent risk of errant golf balls and assumes and accepts such risk, as to Owner and Owner's family, lessees, guests and invitees. Owner acknowledges and accepts the risk that golfers may attempt to retrieve or play errant golf balls from the Plot.

(b) Pesticides, fertilizers and other chemicals will be utilized in connection with the country club. Owner acknowledges, accepts and assumes the risk of such pesticides, fertilizers and chemicals.

(c) Owner may experience "over spray" at Owner's Plot from the Country Club irrigation system. Owner acknowledges, accepts and assumes the risk of such "over spray".

(d) Owner and/or other occupants of the Plot may be exposed to lights, noise or activities resulting from use of the Country Club for dining and entertainment and use of the parking lot. Owner acknowledges, accepts and assumes the risk of such light, noise or activities.

(e) Notwithstanding the proximity of the Country Club to the Plot, and notwithstanding that Owner may have a right to use some of the Country Club facilities as a result of a Social Membership or other rights acquired separately from ownership of the Plot or membership in the Master Association, Owner or other resident or occupant of the Plot does not have a right of access to the Country Club directly from the Plot.

(f) Golf courses require daily maintenance, including mowing, irrigation and grooming, during early morning and evening hours, including without limitation the use of tractors, blowers, pumps, compressors and utility vehicles. Owners will be exposed to the noise and other effects of such maintenance. Owners acknowledge, accept and assume the risk of such noise and effects.

9.05 LIMITATIONS ON AMENDMENTS

In recognition of the fact that the provisions of this Article are for the benefit of the owner of the Country Club, no amendment to this Article, and no amendment in derogation of any rights reserved or granted to the owner of the Country Club by other provisions of this Master Declaration, may be made without the written approval of the owner of the Country Club. The foregoing shall not apply, however, to amendments made by the Declarant.

9.06 JURISDICTION AND COOPERATION

It is Declarant's intention that the Master Association and the owner of the Country Club shall cooperate to the maximum extent possible in the operation of the Property and the Country Club. Each shall reasonably assist the other in upholding the community-wide standard. The Master Association shall have no power to promulgate rules and regulations affecting activities on or use of the Country Club.

9.07 NOISE, IRRIGATION, FERTILIZATION

Owners may not permit any irrigation water to over spray or drain from Owners' Common Area or the Lot onto any portion of the Country Club except through storm drainage Improvements constructed by Declarant. Owners may not permit any fertilizer, pesticides or other chemical substances to over spray, drain, flow or be disposed of in any manner upon the Country Club. If Owners violate the provisions of this subparagraph, Owners shall be liable to the owner of the Country Club for all damages to the turf resulting from their violation and all damages, including consequential damages suffered by the owner of the Country Club.

9.08 COUNTRY CLUB EASEMENTS

The Declarant hereby reserves for itself and for the benefit of any person or entity developing or owning the Country Club, the following described easements:

(a) Golf Cart Path Easement. The Declarant, in connection with the development of the Country Club, will cause the construction of Cart Paths that may cross or encroach upon Master Common Area and/or Neighborhood Common Area. The Declarant hereby grants and declares a non-exclusive easement for such Cart Paths and for their use by the Country Club and its members over and across such areas of the Master Common Area and the Neighborhood Common Area as are subsequently developed and improved for such purpose. Nothing shall be placed or maintained in any Golf Cart Path Easement that shall interfere with utilization thereof as a playable part of the Country Club.

(b) Country Club Easement. Any Country Club Easement, designated as such, which shall be developed as part of the Country Club for purposes of landscaping or the placement of Improvements.

(c) Country Club Setback. The right to utilize the area designated "Country Club Setback" either a recorded plat or on plat maps, site plans or diagrams prepared by the Declarant and maintained by the Architectural Review Board; provided, however, that no permanent improvements in or alterations of the Plots and Master Common Area within any Country Club Setback shall be made or allowed (other than "out of bounds" markers or signs consistent with those utilized elsewhere in the connection with the Country Club) and no portion thereof shall be incorporated in any fairway, trap, water hazard or green, and no paved cart path shall encroach upon any Plot. All areas lying within the out-of-bounds stakes shall be maintained by the Country Club, as applicable, with the balance of the Country Club Setback maintained by the Owner. Nothing shall be placed or maintained in the Country Club Setback that shall interfere with utilization thereof as a playable part of the Country Club golf course, or any areas for gallery use.

(d) Tournament Galleries. The right to utilize areas of Plots, Master Common Areas and Neighborhood Common Area lying within the areas so designated by the Declarant on site plans or diagrams which are maintained by the Architectural Review Board as an area for observation by tournament galleries. The foregoing grant of easement is made for use by the Country Club in conjunction with tournaments and special events on the Country Club by its members, invited guests and members of the public.

(e) Above-Ground Utilities. The right to utilize areas of Plots, Master Common Area and Neighborhood Common Areas contiguous to the edge of the Country Club for temporary, above-ground utility lines for use solely in conjunction with tournaments and special events on the Country Club. Such use shall not interfere with or damage the primary use of the Plots, Master Common Area, Neighborhood Common Area so affected, and the utility lines and installations shall be removed by the Country Club and all damage repaired promptly upon conclusion of each such tournament and special event.

(f) Special Management Property. Subject to Master Association's obligation and responsibility to maintain or repair the lakes, Water Management System and land (hereinafter collectively called "Special Management Property"), it is recognized that the Special Management Property is integrated into and forms an inherent part of the Country Club. Country Club is granted a non-exclusive easement right to maintain, modify and/or enhance the Special Management Property in a manner which is beneficial to the aesthetic quality and competitive demeanor of the golf course, so long as such maintenance, modification and/or enhancement does not violate any governmental code or regulation applicable to this Special Management Property. No modification to the lakes or Water Management System shall have a direct physical impact upon any Plot or Dwelling Unit.

(g) Errant Golf Balls. Every Plot, Dwelling Unit, Master Common Area, and Neighborhood Common Area are subject to an easement permitting golf balls unintentionally to come upon such Master Common Area, Plot, or Neighborhood Common Area and for golfers at reasonable times and in a reasonable manner to come upon the Master Common Area, Master Common Area of a Neighborhood or the exterior portions of a Plot to retrieve errant golf balls; provided, however, if any Plot is fenced or walled, the golfer shall seek the Owner's permission

before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement: the Declarant, its successors or assigns; the Master Association or its Members (in their capacity as such); successors-in-title to the Country Club, or assigns; any successor Declarant; any Builder or contractor (in their capacities as such); any officer, director or partner of any of the foregoing, or any officer or director of any partner.

(h) Common Areas. The Owner of the Country Club, its respective agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Master Common Area and Neighborhood Common Area reasonably necessary to the operation, maintenance, repair and replacement of the respective Country Club.

(i) Overspray. The Property immediately adjacent to the Country Club are hereby burdened with a non-exclusive easement in favor of the Country Club for overspray of water, fertilizer, weed killer, fungicide and pesticide from any irrigation system, serving the Country Club. Under no circumstances shall the Master Association or the Owners of the Country Club be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

(j) Additional Rights. Declarant reserves the right to grant or deed such easement rights to the person or entity developing the Country Club and to impose such additional restrictions on the Golf Cart Path Easement and Country Club Easement at that time and from time to time as may be reasonably required to effectuate the purposes of such easements. The reservation of the Golf Cart Path Easements and the Country Club Easements is made for the benefit of Declarant, the owner of the Country Club, the members and invited quests or any golf club associated with the Country Club, and for associated maintenance and service personnel, for golf course and related recreational purposes.

ARTICLE X
MANAGEMENT SERVICES OF NEIGHBORHOOD ASSOCIATION AND COMMUNITY NETWORK

10.01 The Master Association may, but is not required to, perform association management services for any Neighborhood Association. Such services may include, but are not limited to:

(a) Consultations on policy determinations;

(b) Occupancy information booklets, newsletters, leadership development, rules, enforcement, recreation programs and other community relations activities;

(c) Complaint handling, emergency management, record keeping and other general administrative activities;

(d) Assessment collection, expense disbursement and other financial operations;

(e) Insurance, bond, security services and other risk management activities;

(f) Design review and construction inspection of alterations to the Property Improvements;

(g) Maintenance of Neighborhood Common Areas and the exterior or Plots;

(h) Supplementary security; and

(i) Contracting for trash collection.

10.02 SERVICE AGREEMENT

Any such association management service shall be at the option of the Master Association and the Neighborhood Association, and as contracted by them or otherwise agreed, including reimbursement and compensation therefor.

10.03 BASIS OF MANAGEMENT SERVICES

The Master Association and its officers, committees, employees and contractors shall perform any such Master Association management service as the agent of the Neighborhood being served and in accordance with any Neighborhood Founding Documents, programs, budgets and other policies of the Neighborhood Association.

10.04 COMMUNITY NETWORK

Declarant, in Declarant's sole and subjective discretion, may but shall not be obligated to install or cause to be installed within the Property or any Neighborhood, the Community Network and Technology Infrastructure. Notwithstanding the conveyance by Declarant of any Plot or Master Common Area or Neighborhood Common Area, the Technology Infrastructure, whether located upon, above, under, or within a Plot, Master Common Area, Neighborhood Common Area, right of way, street, or easement shall forever remain the property of and be owned by the Declarant or the entity to which the Declarant assigns or conveys such ownership.

10.05 PROVIDER

In the event the Declarant installs or causes to be installed in the Property or any Neighborhood the Community Network and Technology Infrastructure, the Declarant shall have the sole and exclusive right to select the Provider(s) of the Provider Services. To the extent permitted by law, the Provider(s) selected by the Declarant shall be the sole and exclusive provider(s) of the Provider Services, so long as such services are generally available to the Owners for subscription. Neither the Master Association, nor the Neighborhood Association

may contract with others to provide Provider Services within the Property without the prior written consent of the Declarant, or Declarant's successors or assigns.

10.06 PROHIBITION AGAINST FURTHER PERMITS, LICENSES, AND EASEMENTS

The Master Association and/or Neighborhood Association, and each Owner shall be prohibited from granting permits, licenses, and easements over any Plot, Mater Common Area, Neighborhood Common Area, or street within the Property for any Technology Infrastructure or Provider Services, or which will impair or limit the Declarant's General Network Easement or Designated Network Easement, absent the explicit written consent of the Declarant, which consent may be granted or withheld in Declarant's sole discretion.

10.07 COMMUNITY ADVISORY BOARD

In the event the Community Network is installed, the Community Advisory Board ("Advisory Board") will be established by the Declarant. The initial Advisory Board will consist of three (3) persons who shall be appointed and replaced by the Declarant until the Applicable Date. Following the Applicable Date, the Advisory Board shall be comprised of three (3) Owners appointed by the Master Board. The Advisory Board shall act only in an advisory role, and shall consult with the Declarant regarding the Community Netowrk, Provider Services and Technology Infrastructure.

ARTICLE XI
GOLF CARTS

The following restrictions on the use, storage and operation of Private Golf Carts within Property shall apply:

11.01 Authorized Golf Carts. The only golf carts that shall be permitted to be operated within the Property shall be (i) electric powered golf carts that are provided by the Country Club and made available to members and other players for use by the Country Club ("Club Carts") and (ii) electric powered golf carts purchased and maintained by Owners and approved for use by the Master Board ("Private Carts"). All golf carts powered by a source other than electricity are prohibited unless approved, in writing, by both the Master Association and the owner of the Country Club. All Private Carts approved for use by the Master Board must be maintained in a first class condition consistent with the maintenance standards observed by the Country Club for the Club Carts. Notwithstanding the foregoing, the Country Club has the right to use non-electric carts and equipment, particularly for the maintenance and general operation of the Country Club.

11.02 Operation of Private Carts on Streets within the Property. Owners of Dwelling Units may maintain Private Carts at their Dwelling Unit and operate such vehicles on streets within the Property to the full extent permitted by law, subject to rules and regulations established by Master Board and amended from time to time. All Private Carts must have

working headlights, taillights, brake lights, turn signals, and can only be operated by persons over the age of sixteen (16) who have a valid automobile driver's license. The operation of Private Carts and of Club Carts within the Property is a privilege and not a right that can be suspended at any time by the Master Board. All Private Carts shall be stored inside when not in use. Outside storage of Private Carts is prohibited.

11.03 Operation of Private Carts on Country Club Golf Cart Paths. If the Owner is a member of the Country Club and intends to operate the Private Cart on the cart paths of the Country Club in accordance with the Country Club rules, the Private Cart must be painted with the same color as the Club Carts, if the Country Club so requires, and must be operated in accordance with the Country Club rules, which, among other things: (A) restrict such use and operation to Country Club members who are playing the course and their guests; (B) restrict the speed of golf carts to fifteen (15) miles per hour, and (C) prohibit any access to the Country Club's golf cart paths from any Plot within the Property. Private Carts are intended to be operated on cart paths within the Country Club must also be approved by the Country Club. If the Private Cart is approved by the Master Board of Directors and the Owner desires to operate the Private Cart as a member of the Country Club on the Country Club's golf cart paths for golf play, the Country Club shall be entitled to impose a trail fee as established in its sole discretion for the privilege of operating a Private Cart on the golf cart paths of the Country Club. The operation of Private Carts or Club Carts within the Country Club is a privilege and not a right which may be suspended at any time by the owner of the Country Club and is subject to all rules and regulations for use and operation imposed by the Country Club.

11.04 Revocation of Private Golf Cart Privileges. If Owner or any family member, guest or invitee of Owner is observed operating Owner's approved Private Cart on the golf cart paths of the Country Club in a fashion which violated the Country Club's Rules, or if a Private Cart is observed entering the Golf Course directly from the Owner's Plot, both the Country Club and/or the Master Association shall have the right to revoke the privilege conferred on the Owner to own, maintain and operate an authorized Private Cart within Property or Country Club.

11.05 Improvements. Any improvements to an Owner's Plot that relate to the ownership and maintenance of an authorized Private Cart, such as any vehicle storage area, must be reviewed and approved in advance by the Architectural Review Board in accordance with this Master Declaration.

11.06 Liability. Each owner of a Private Cart accepts and assumes all responsibility for liability connected with the operation of the Private Cart, and expressly indemnifies and agrees to hold harmless Throgmartin-Henke Development, LLP, The Bridgewater Club, LLC, and their partners, members, officers, directors, employees, affiliates, representatives and agents, from any and all damages, whether direct or consequential, arising from or related to the use and operation of the Private Cart.

ARTICLE XII
GENERAL AND PROCEDURAL PROVISIONS

12.01 SECURITY

The Master Association may, but shall not be obligated to, maintain or support certain activities within the properties designed to make the Property safer than they otherwise might be. Neither the Master Association, the Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any gatehouse, fence, buffer area, fire protection system, burglar alarm system, security camera system or other security system can not be compromised or circumvented, or that any such systems or security measures undertaken will in any or all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants that the Master association, its Master Board of Directors and committees, Declarant, and any successor Declarant are not insurers and that each person using the properties assumes all risks for loss or damage to persons, to Dwelling Units and to the contents of Dwelling Units resulting from acts of third parties.

12.02 INSURANCE/RECONSTRUCTION

The Master Association shall obtain and continue in effect as a common expense the following types of insurance:

(a) A comprehensive policy of public liability insurance covering the Master Common Area with limits to be approved by the Master Board, covering claims for personal injury and/or property damage, including protection against water damage liability, liability for non-owned and hired automobiles, and liability for property of others and such other risks as shall customarily be covered with respect to similar developments and risks. Such policy shall contain a "severability of interest" endorsement or the equivalent, which shall preclude the insurer from denying the claim of an Owner because of negligent acts or omissions of the Master Association or other Owners.

(b) A policy of fire and casualty insurance with extended coverage for the replacement value of all Improvements to the Master Common Area and tangible personal property as shall be determined annually by the Master Board.

(c) Such other policies and in such other amounts and Coverage as the Master Board shall from time to time determine to be appropriate and desirable including, without limitation, errors and omissions coverage insuring the Master Board, the officers of the Master Association, and the Architectural Review Board.

(d) The Master Association shall purchase adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Master Association and the Master Directors and all others who handle and are responsible for handling funds of the Master Association, such coverage to be in the form of fidelity bonds which meet the following requirements unless one or more of such requirements are waived by the Master Board.

(i) Such bonds shall name the Master Association as an obligee;

(ii) Such bonds shall be written in an amount equal to at lease one hundred fifty percent (150%) of the estimated annual Master Association expense; and,

(iii) Such amounts shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

(e) The Declarant and the Country Club shall be named as additional insureds in any liability policy obtained by the Master Association.

12.03 OWNER'S INSURANCE/RECONSTRUCTION

The Master Association is only obligated to provide insurance as set forth in Section 12.02. The Master Association is neither authorized to nor shall it obtain any insurance with respect to any Plot, Dwelling Unit, Neighborhood Common Area, and/or Neighborhood Association, or to provide any insurance with respect to liability, fire, theft, damage or any other casualty loss for any private property of any Owner, his tenant or their guests or family members or for any Neighborhood Association, all of which shall be the responsibility of the Owner or the Neighborhood Association, as applicable.

Unless otherwise specified in a Neighborhood Declaration or a Supplemental Declaration, each Owner shall at all times maintain casualty insurance on his Dwelling Unit and all other insurable improvements in an amount equal to the full replacement cost thereof. Each such insurance policy shall contain a waiver of subrogation provision as to both Declarant and the Master Association. If any improvements located on any Plot are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner of such improvements shall cause repair or replacement to be commenced within ninety (90) days from the date that such damage or destruction occurred, and to complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, and shall utilize and conform with the original foundation and appearance of the original improvements except as otherwise approved by the Architectural Review Board.

If the Owner of any Lot fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for above, the Master Association shall give written notice to the Owner of his default. If after thirty (30) days the Owner has not made satisfactory arrangements to meet his obligations, the Master Association

shall be deemed to have been granted the right by the respective Owner, as such Owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Master Association exercises the rights afforded to it by this Section, which shall be in the sole discretion of the Master Board, the Owner shall be deemed to have assigned to the Neighborhood Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the improvements. The Master Association shall have the right to recover from the Owner any costs not paid by insurance and shall have a lien on the Plot and Dwelling Unit to secure payment.

12.04 DAMAGE AND DESTRUCTION

Any damage or destruction to the Master Common Area of any Neighborhood Common Area shall be repaired or reconstructed. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost of repair or reconstruction, the Master Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners as permitted in Article VIII. If the damage or destruction involves a Neighborhood Common Area, only the Owners of the Plots in the affected Neighborhood shall be subject to such assessment. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

12.05 LITIGATION

No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by a majority vote of all Members entitled to vote. This Section shall not apply, however, to (a) actions brought by the Master Association to enforce the provisions of this Master Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article VIII; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Master Association in proceedings instituted against it.

12.06 OTHER DOCUMENTS

Declarant, the Master Association, or other entity provided for herein, or in any applicable recorded instrument, shall have such rights, powers, duties, and privileges as set forth herein or in the Master Founding Documents and other constituent documents of such entity; however, no such entity may have rights, duties, powers or privileges that are in conflict with the provisions of this Master Declaration which shall prevail in all events of conflict.

12.07 DURATION OF RESTRICTIONS

The covenants, reservations, restrictions and other provisions of this Master 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 Master Declaration, their respective legal representatives, heirs,

successors and assigns, (a) for a term of fifty (50) years from the date this Master Declaration is recorded, or (b) the date of the last addition of Additional Real Estate to the Property, whichever is later, but not more than sixty (60) years from the date of this Master Declaration, upon the expiration of such initial period, this Master 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 Master 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 Master Declaration if during the last year of the initial period, or during the last year of any subsequent the (10) year renewal period, three-fourths (3/4) the votes cast at a duly held meeting of Members of the Master Association vote in favor of terminating this Master 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 Master Declaration, the president and secretary of the Master Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Master 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 Institutional Mortgagees in existence one (1) year prior to the termination of such term or extension agreeing to terminate this Master Declaration. Said certificate shall be recorded in the Public Records of Hamilton County, Indiana, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Master Declaration, upon which event this Master 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.

12.08 MODIFICATION AND AMENDMENT OF DECLARATION

Until after the occurrence of the Applicable Date, the Declarant reserves the exclusive right, at any time, in its sole discretion and without notice, to make modifications or amendments to this Master Declaration and other Master Founding Documents. After the Applicable Date, modifications and amendments to these Covenants may be made from time to time upon the affirmative vote of two-thirds (2/3) of all Members of the Master 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 Master 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 Master Association or the Members as provided in this Master Declaration. This Master Declaration is supplemental to and independent of any zoning, present or future, of Hamilton County, Indiana, or of any other applicable County, or of any other governmental entity, and no variance or zoning change permitted by the appropriate governmental authority shall in any way be construed to reduce or modify the covenants contained herein.

12.09 CONDEMNATION

If at any time during the term of this Master Declaration, the whole or any portion of the Master Common Areas or Neighborhood Common Areas shall be taken for any public purpose by any lawful power or authority by the exercise of the power of eminent domain or by agreement between those authorized to exercise such power, this Master Declaration and all obligations hereunder as to the taken area shall terminate and expire on the date of such taking and expenses provided to be paid for such taken area shall be apportioned and paid to the date of such taking. To the extent that Declarant owns any Dwelling Units or Plots, Declarant shall participate in any award or awards after any condemnation, excluding reasonable fees and expenses of collection, due to its interest in the Master Common Area or Neighborhood Common Area taken along with and to no lesser extent or degree than other Owners. If any improvements upon the Master common Areas or Neighborhood Common Areas not included in the area taken shall be damaged or partially destroyed by such condemnation, then the Master Association or the Neighborhood Association, whichever is applicable, shall proceed with reasonable diligence to demolish, if necessary, and to construct, repair, replace or rebuild such improvements so such improvements are complete and in good condition and repair.

If the temporary use of the whole or any part of the Master Common Areas or Neighborhood Common Areas shall be taken at any time during the term of this Master Declaration by the exercise of the right of condemnation by any authority have such power, then the term of this Master Declaration shall not be reduced or affected in any way and the Master Association expenses and Neighborhood Association expenses herein provided to be paid shall continue to be due and payable and the Owners shall be entitled to the entire award granted by reason of such temporary taking.

12.10 ACCEPTANCE OF DECLARATION BY OWNERS

Each Owner, by accepting an interest in any Plot, hereby agrees to be bound by all the conditions, limitations, reservations and restrictions as contained herein, and in the event of a breach agrees to pay all costs, including reasonable attorney fees, for the enforcement of this Master Declaration.

12.11 REMEDIES

The provisions of this Master Declaration may be enforced by (i) any Owner, (ii) the Declarant, (iii) the Master Association, (iv) a Neighborhood Association, and (v) the Country Club, but only to the extent that the provision sought to be enforced involves an easement or right expressly granted to the Country Club under the Master Declaration. In the event of a violation or breach of the Master Declaration, the Master Association and/or Declarant shall have the right to proceed at law, or in equity, to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation restriction, condition or limitation herein contained, however long delayed, shall not be deemed a waiver or the right to do so thereafter.

12.12 SEVERABILITY

If any covenant, condition, restriction or other provision of this Master Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, then such ruling shall in no way affect the validity of the remaining provisions of this Master Declaration, all of which shall remain in full force and effect. Waivers, omissions, errors, or other allowances, however made, shall not create a precedent or invalidate this Master Declaration, and no Member shall make a claim for relief based on any prior waiver or omission or error.

12.13 GENDER

Whenever in this Master Declaration the context so requires , the singular number shall include the plural, and the converse; and be use of any gender shall be deemed to include all genders.

12.14 CONSTRUCTION

The provisions of this Master Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the PUD Master Development Plan and the purposes set forth herein, including the Preamble.

12.15 ADMINISTRATION

The administration of the Master Association shall be in accordance with the provisions of this Master Declaration and Master Association's Articles of Incorporation and Bylaws.

12.16 NON-LIABILITY OF DECLARANT

The Declarant shall not in any way or manner by held liable or responsible for any violation of this Master Declaration by any person or entity other than itself.

12.17 NOTICES

(a) To Declarant. Notice to Declarant, as may be required herein, shall be in writing and delivered or mailed to Declarant at its principal place of business or any other location designated by Declarant.

(b) To Master Association. Notice to Master Association, as may be required herein, or in the Bylaws of the Master Association shall be in writing and delivered or mailed to the Master Association at its principal place of business as shown by the records of the Secretary of State of Indiana, or at any other location designated by the Master Association.

(c) To Owner. Notice to any Owner for assessments, of a violation of any of these restrictions, or any other notice as may be required herein, shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of Hamilton County,

Indiana, or if not shown thereon, to the address of the Owner, as shown on the deed recorded in the public records of Hamilton County, Indiana, or at any other location designated by the Owner.

12.18 INTERPRETATION

The Master Board of the Master Association shall be responsible for interpreting the Provisions of this Master Declaration and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Master Board is not unreasonable shall conclusively establish the validity of such interpretation.

12.19 USE OF THE WORDS "THE BRIDGEWATER CLUB"

No Person or entity shall use the words "The Bridgewater Club" or any derivative or any other term which Declarant may select as the name of this development or any component thereof in any printed or promotional material without the Declarant's prior written consent. However, Owners may use the words "The Bridgewater Club" in printed or promotional matter solely to specify that particular property is located within the Property, and the Master Association shall be entitled to use the words "The Bridgewater Club" in its name.

12.20 COMPLIANCE

Every Owner and occupant of any Dwelling Unit shall comply with this Master Declaration and the Bylaws, Articles, and the rules and regulations of the Master Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, by the Declarant, the Master Association or, in a proper case, by any aggrieved Owner(s) of a Dwelling Unit.

12.21 ANNEXATION

Each owner of a Plot, by acceptance of a deed thereto, shall be deemed to have waived and shall have waived such owner's right to remonstrate or object, in any manner, to the annexation of all or any portion of the Property to the Town of Westfield, Indiana.

12.22 NOTICE OF ZONING REQUIREMENTS AND PUD ORDINANCE

Notice is hereby given that the development of the real estate is governed, in part, by the PUD including provisions pertaining, without limitation, to development and architectural standards, landscaping, and signage.

THROGMARTIN-HENKE DEVELOPMENT, LLP
An Indiana limited liability partnership

Date: 11-15-02 By: _____
Steven H. Henke, Partner

Date: 11-15-02 _____
W. Gerald Throgmartin

Date: 11-15-02 _____
Betty Jo Throgmartin

Date: 11-26-02 _____
Kelli Throgmartin Ball

ESTATE OF FRANK J. HABIG, JR.

Date: 12-15-02 By: _____
Nancy T. Habig, Personal Representative

THE BRIDGEWATER CLUB, LLC
an Indiana limited liability company

Date: 11-15-02 By: _____
Steven H. Henke, Member

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Pubic in and for said County and State, personally appeared Steven H. Henke, partner, on behalf of Throgmartin-Henke Development, LLP, an Indiana limited liability partnership, who acknowledged the execution of the foregoing Master Declaration.

My Commission Expires:
12-14-07

Residing in Hamilton
County, Indiana

Pamela A. Lawler
Notary Public

Pamela A. Lawler
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Pubic in and for said County and State, personally appeared William G. Throgmartin, who acknowledged the execution of the foregoing Master Declaration.

My Commission Expires:
SEPTEMBER 4, 2006

Residing in MARION
County, Indiana

Michael D. Stout
Notary Public

MICHAEL D. STOUT
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Pubic in and for said County and State, personally appeared Betty Jo Throgmartin, who acknowledged the execution of the foregoing Master Declaration.

My Commission Expires:
SEPTEMBER 4, 2006

Residing in MARION
County, Indiana

Notary Public

MICHAEL D. STOUT
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Pubic in and for said County and State, personally appeared Kelli Throgmartin Ball, who acknowledged the execution of the foregoing Master Declaration.

My Commission Expires:
6-24-2010

Residing in Hamilton
County, Indiana

Notary Public

Michael Guzman
Printed Name

NOTARY PUBLIC OFFICIAL MICHAEL A. GUZMAN SEAL STATE OF INDIANA

MICHAEL A GUZMAN
NOTARY PUBLIC STATE OF INDIANA
HAMILTON COUNTY
MY COMMISSION EXP. JUNE 24,2010

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

CAROL TRAVELSTEAD
Johnson County
My Commission Expires
November 22, 2010

Before me, a Notary Pubic in and for said County and State, personally appeared Nancy J. Habig, Personal Representative of the Estate of Frank J. Habig, Jr., who acknowledged the execution of the foregoing Master Declaration.

My Commission Expires:
11/22/10

Residing in Johnson
County, Indiana

Carol Travelstead
Notary Public

CAROL TRAVELSTEAD
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Pubic in and for said County and State, personally appeared The Bridgewater Club, LLC, an Indiana limited liability company, by Steven H. Henke, member, who acknowledged the execution of the foregoing Master Declaration.

My Commission Expires:
12-14-07

Residing in Hamilton
County, Indiana

Pamela A. Lawler
Notary Public

Pamela A. Lawler
Printed Name

NOTARY SEAL STATE OF INDIANA

This instrument prepared by Charles D. Frankenberger, Nelson & Frankenberger, 3021 East 98th Street, Suite 220, Indianapolis, IN 46280.

CLUB ESTATES

Part of the Northwest Quarter of Section 17, Township 18 North, Range 4 East, and part of the Southwest Quarter of Section 8, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the Northwest Quarter of said Section 17; thence North 89 degrees 55 minutes 46 seconds East along the North line of said Northwest Quarter 45.01 feet; thence South 00 degrees 58 minutes 50 seconds East parallel with the West line of said Northwest Quarter 423.25 feet; thence South 45 degrees 58 minutes 50 seconds East 56.57 feet; thence North 89 degrees 01 minutes 10 seconds East 31.58 feet to a tangent curve to the right having a radius of 171.00 feet, the radius point of which bears South 00 degrees 58 minutes 50 seconds East; thence Easterly along said curve 20.37 feet to a point which bears North 05 degrees 50 minutes 39 seconds East from said radius point, and a point of reverse curve having a radius of 297.00 feet, the radius point of which bears North 05 degrees 50 minutes 39 seconds East; thence Easterly along said curve 116.15 feet to a point which bears South 16 degrees 33 minutes 47 seconds East from said radius point; thence North 73 degrees 26 minutes 13 seconds East 37.32 feet to a tangent curve to the right having a radius of 865.00 feet, the radius point of which bears South 16 degrees 33 minutes 47 seconds East; thence Northeasterly along said curve 275.01 feet to a point which bears North 01 degrees 39 minutes 12 seconds East from said radius point; thence South 88 degrees 20 minutes 48 seconds East 61.90 feet; thence North 01 degrees 39 minutes 12 seconds East 327.97 feet; thence North 37 degrees 49 minutes 23 seconds West 157.19 feet; thence North 00 degrees 04 minutes 41 seconds West 675.98 feet; thence North 88 degrees 56 minutes 47 seconds East 771.51 feet; thence South 01 degrees 03 minutes 13 seconds East 725.61 feet; thence South 45 degrees 40 minutes 01 seconds East 233.08 feet; thence North 90 degrees 00 minutes 00 seconds East 200.00 feet; thence South 00 degrees 00 minutes 00 seconds East 944.70 feet; thence North 64 degrees 28 minutes 30 seconds West 302.67 feet; thence North 46 degrees 15 minutes 28 seconds West 179.91 feet; thence North 05 degrees 08 minutes 42 seconds East 137.24 feet to a non tangent curve to the right having a radius of 50.00 feet, the radius point of which bears North 03 degrees 37 minutes 48 seconds East; thence Northwesterly along said curve 129.53 feet to a point which bears North 28 degrees 17 minutes 01 seconds West from said radius point and to a point of reverse curve having a radius of 60.00 feet, the radius point of which bears North 28 degrees 17 minutes 01 seconds West; thence Northeasterly along said curve 66.55 feet to a point which bears North 88 degrees 10 minutes 07 seconds East from said radius point; thence North 01 degrees 49 minutes 53 seconds West 48.94 feet to a tangent curve to the left having a radius of 185.00 feet, the radius point of which bears South 88 degrees 10 minutes 07 seconds West; thence Northwesterly along said curve 385.26 feet to a point which bears North 31 degrees 08 minutes 51 seconds West from said radius point; thence South 58 degrees 51 minutes 09 seconds West 114.25 feet to a tangent curve to the right having a radius of 190.00 feet, the radius point of which bears North 31 degrees 08 minutes 51 seconds West; thence Southwesterly along said curve 108.77 feet to a point which bears South 01 degrees 39 minutes 12 seconds West from said radius point; thence North 88 degrees 20 minutes 48 seconds West 21.35 feet; thence South 00 degrees 58 minutes 50 seconds East 303.53 feet; thence South 44 degrees 49 minutes 24 seconds West 314.15 feet; thence South 89 degrees 01 minutes 10 seconds West

CLUB ESTATES

574.77 feet; thence North 00 degrees 58 minutes 50 seconds West 979.05 feet to the POINT OF BEGINNING containing 36.919 acres, more or less.

BRIDGEWATER ESTATES

Part of the South Half of Section 8, Township 18 North, Range 4 East, and part of the West Half of the Northeast Quarter of Section 17, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Southwest Quarter of said Section 8; thence North 89 degrees 59 minutes 55 seconds West along the North line of said Southwest Quarter 721.50 feet to the POINT OF BEGINNING; thence South 00 degrees 00 minutes 05 seconds West 45.00 feet; thence North 89 degrees 59 minutes 55 seconds West 200.00 feet; thence South 45 degrees 00 minutes 05 seconds West 56.57 feet; thence South 00 degrees 00 minutes 05 seconds West 67.46 feet to a tangent curve to the right having a radius of 361.00 feet, the radius point of which bears North 89 degrees 59 minutes 55 seconds West; thence Southwesterly along said curve 291.00 feet, to a point which bears South 43 degrees 48 minutes 45 seconds East from said radius point; thence South 46 degrees 11 minutes 15 seconds West 110.90 feet to a tangent curve to the left having a radius of 270.00 feet, the radius point of which bears South 43 degrees 48 minutes 45 seconds East; thence Southwesterly along said curve 416.15 feet to a point which bears South 47 degrees 52 minutes 43 seconds West from said radius point; thence North 47 degrees 52 minutes 43 seconds East 110.15 feet; thence South 87 degrees 23 minutes 25 seconds East 672.03 feet; thence South 69 degrees 55 minutes 06 seconds East 209.28 feet; thence South 66 degrees 45 minutes 11 seconds East 166.74 feet; thence South 58 degrees 21 minutes 02 seconds East 128.84 feet; thence South 48 degrees 27 minutes 12 seconds East 398.49 feet; thence North 41 degrees 32 minutes 48 seconds East 150.00 feet; thence North 88 degrees 02 minutes 02 seconds East 276.17 feet; thence South 85 degrees 10 minutes 08 seconds East 173.33 feet; thence South 00 degrees 00 minutes 00 seconds East 120.43 feet; thence South 41 degrees 32 minutes 48 seconds West 353.64 feet; thence South 27 degrees 39 minutes 03 seconds East 82.22 feet; thence South 61 degrees 25 minutes 23 seconds West 170.00 feet to a non-tangent curve to the right having a radius of 530.00 feet, the radius point of which bears South 61 degrees 25 minutes 23 seconds West; thence Southeasterly along said curve 218.50 feet to a point which bear North 85 degrees 02 minutes 39 seconds East from said radius point; thence South 04 degrees 57 minutes 21 seconds East 185.67 feet to a tangent curve to the right having a radius of 330.00 feet, the radius point of which bears South 85 degrees 02 minutes 39 seconds West; thence Southerly along said curve 28.18 feet to a point which bears North 89 degrees 56 minutes 13 seconds East from said radius point; thence South 00 degrees 03 minutes 47 seconds East 505.69 feet; thence South 45 degrees 03 minutes 47 seconds East 35.36 feet; thence North 89 degrees 56 minutes 13 seconds East 550.14 feet; thence South 00 degrees 03 minutes 47 seconds East 60.00 feet; thence South 89 degrees 56 minutes 13 seconds West 635.14 feet; thence North 00 degrees 03 minutes 47 seconds West 184.87 feet; thence South 89 degrees 56 minutes 13 seconds West 160.00 feet; thence North 00 degrees 03 minutes 47 seconds West 440.00 feet; thence North 04 degrees 57 minutes 36 seconds West 202.00 feet; thence North 27 degrees 25 minutes 42 seconds West 152.08 feet; thence North 46 degrees 35 minutes 26

seconds West 93.20 feet; thence North 48 degrees 27 minutes 12 seconds West 550.04 feet; thence North 59 degrees 04 minutes 37 seconds West 187.96 feet; thence North 72 degrees 20 minutes 13 seconds West 138.61 feet; thence North 83 degrees 19 minutes 11 seconds West 159.17 feet; thence North 87 degrees 23 minutes 25 seconds West 660.00 feet; thence North 02 degrees 36 minutes 35 seconds East 157.50 feet; thence North 43 degrees 12 minutes 59 seconds East 104.67 feet to a non-tangent curve to the right having a radius of 330.00 feet, the radius point of which bears North 43 degrees 12 minutes 59 seconds East; thence Northerly along said curve 535.48 feet to a point which bears North 43 degrees 48 minutes 45 seconds West from said radius point; thence North 46 degrees 11 minutes 15 seconds East 91.17 feet to a tangent curve to the left having a radius of 214.00 feet, the radius point of which bears North 43 degrees 48 minutes 45 seconds West; thence Northeasterly along said curve 116.33 feet to a point which bears South 74 degrees 57 minutes 30 seconds East from said radius point; thence North 31 degrees 24 minutes 45 seconds West 21.45 feet; thence North 75 degrees 46 minutes 32 seconds West 92.09 feet to a tangent curve to the right having a radius of 165.00 feet, the radius point of which bears North 14 degrees 13 minutes 28 seconds East; thence Northwesterly along said curve 87.62 feet to a point which bears South 44 degrees 38 minutes 56 seconds West from said radius point; thence North 45 degrees 21 minutes 04 seconds West 53.47 feet to a tangent curve to the left having a radius of 135.00 feet, the radius point of which bears South 44 degrees 38 minutes 56 seconds West; thence Northwesterly along said curve 105.77 feet to a point which bears North 00 degrees 14 minutes 28 seconds West from said radius point; thence South 89 degrees 45 minutes 32 seconds West 169.45 feet to a tangent curve to the left having a radius of 135.00 feet, the radius point of which bears South 00 degrees 14 minutes 28 seconds East; thence Southwesterly along said curve 82.35 feet to a point which bears North 35 degrees 11 minutes 36 seconds West from said radius point; thence South 54 degrees 48 minutes 24 seconds West 62.41 feet to a tangent curve to the left having a radius of 24.00 feet, the radius point of which bears South 35 degrees 11 minutes 36 seconds East; thence Southwesterly along said curve 30.33 feet to a point of reverse curve having a radius of 105.00 feet, the radius point of which bears South 72 degrees 24 minutes 15 seconds West; thence Southeasterly along said curve 8.79 feet to a point which bears North 77 degrees 11 minutes 58 seconds East from said radius point; thence North 32 degrees 57 minutes 53 seconds West 73.08 feet to a non tangent curve to the left having a radius of 24.00 feet, the radius point of which bears North 40 degrees 23 minutes 30 seconds East; thence Easterly along said curve 31.66 feet to a point which bears South 35 degrees 11 minutes 36 seconds East from said radius point; thence North 54 degrees 48 minutes 24 seconds East 62.20 feet to a tangent curve to the right having a radius of 165.00 feet, the radius point of which bears South 35 degrees 11 minutes 36 seconds East; thence Northeasterly along said curve 100.65 feet to a point which bears North 00 degrees 14 minutes 28 seconds West from said radius point; thence North 89 degrees 45 minutes 32 seconds East 169.45 feet to a tangent curve to the right having a radius

BRIDGEWATER ESTATES

of 165.00 feet, the radius point of which bears South 00 degrees 14 minutes 28 seconds East; thence Southeasterly along said curve 129.27 feet to a point which bears North 44 degrees 38 minutes 56 seconds East from said radius point; thence South 45 degrees 21 minutes 04 seconds East 53.47 feet to a tangent curve to the left having a radius of 135.00 feet, the radius point of which bears North 44 degrees 38 minutes 56 seconds East; thence Southeasterly along said curve 71.69 feet to a point which bears South 14 degrees 13 minutes 28 seconds West from said radius point; thence South 75 degrees 46 minutes 32 seconds East 87.98 feet; thence North 52 degrees 25 minutes 32 seconds East 19.09 feet; thence North 00 degrees 00 minutes 05 seconds East 139.39 feet; thence North 44 degrees 59 minutes 55 seconds West 56.57 feet; thence North 89 degrees 59 minutes 55 seconds West 224.46 feet to the West line of the East Half of the Southwest Quarter of said Section 8; thence North 01 degrees 02 minutes 55 seconds West along said West line 45.01 feet to the Northwest corner of the East Half of the Southwest Quarter of said Section 8; thence South 89 degrees 59 minutes 55 seconds East along the North line of said East Half 606.28 feet to the POINT OF BEGINNING containing 28.110 acres, more or less.

Subject to all legal easements and rights-of-way.

LONG COVE

Part of the West Half of the Northeast Quarter of Section 17, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 17; thence South 89 degrees 52 minutes 47 seconds West along the south line of said Northeast Quarter 1327.89 feet to the Southeast corner of the West Half of said Northeast quarter and the POINT OF BEGINNING; thence continuing South 89 degrees 52 minutes 47 seconds West along said South line 540.58 feet; thence North 00 degrees 07 minutes 13 seconds West 40.00 feet; thence North 89 degrees 52 minutes 47 seconds East 125.00 feet; thence North 44 degrees 51 minutes 13 seconds East 56.54 feet; thence North 00 degrees 10 minutes 21 seconds West 50.44 feet; thence North 61 degrees 01 minutes 06 seconds West 61.68 feet to a non-tangent curve to the right having a radius of 280.00 feet, the radius point of which bears North 50 degrees 44 minutes 32 seconds West; thence Southwesterly along said curve 63.58 feet to a point which bears South 37 degrees 43 minutes 52 seconds East from said radius point; thence North 37 degrees 43 minutes 52 seconds West 60.00 feet to a non-tangent curve to the left having a radius of 220.00 feet, the radius point of which bears North 37 degrees 43 minutes 52 seconds West; thence Northeasterly along said curve 46.39 feet to a point which bears South 49 degrees 48 minutes 45 seconds East from said radius point; thence North 40 degrees 11 minutes 15 seconds East 4.81 feet to a curve to the left having a radius of 39.00 feet, the radius point of which bears North 49 degrees 48 minutes 45 seconds West; thence Northeasterly along said curve 37.82 feet to a point of reverse curve having a radius of 83.00 feet, the radius point of which bears North 74 degrees 37 minutes 46 seconds East; thence Northerly, Northeasterly and Easterly along said curve 166.15 feet to a point of reverse curve having a radius of 39.00 feet, the radius point of which bears North 09 degrees 19 minutes 28 seconds East; thence Easterly along said curve 37.82 feet to a point which bears South 46 degrees 14 minutes 01 seconds East from said radius point; thence North 43 degrees 45 minutes 59 seconds East 77.80 feet; thence North 46 degrees 14 minutes 01 seconds West 136.47 feet; thence North 43 degrees 32 minutes 03 seconds East 62.86 feet; thence North 26 degrees 04 minutes 37 seconds East 125.07 feet; thence North 02 degrees 48 minutes 02 seconds East 125.07 feet; thence North 10 degrees 49 minutes 40 seconds West 65.00 feet; thence North 11 degrees 01 minutes 38 seconds West 130.00 feet; thence North 05 degrees 01 minutes 02 seconds West 97.37 feet; thence North 06 degrees 19 minutes 12 seconds East 91.49 feet; thence North 14 degrees 57 minutes 12 seconds East 136.63 feet; thence North 03 degrees 50 minutes 11 seconds East 62.77 feet; thence North 08 degrees 20 minutes 39 seconds West 276.86 feet; thence North 03 degrees 53 minutes 59 seconds West 150.57 feet; thence North 04 degrees 25 minutes 43 seconds East 128.60 feet; thence North 11 degrees 04 minutes 10 seconds West 116.12 feet; thence North 21 degrees 51 minutes 51 seconds West 130.00 feet; thence North 13 degrees 07 minutes 05 seconds West 65.76 feet; thence North 09 degrees 39 minutes 14 seconds West 168.32 feet; thence North 06 degrees 08 minutes 43 seconds West 148.26 feet; thence North 89 degrees 56 minutes 13 seconds East 140.00 feet; thence North 00 degrees 03 minutes 47 seconds West 4.99 feet; thence North 45 degrees 03 minutes 47 seconds West 35.36 feet; thence North 89 degrees 56 minutes 13 seconds East 244.89 feet to a tangent curve to the left having a radius of 330.00 feet, the radius point of which bears North 00 degrees 03 minutes 47 seconds West; thence Easterly along said curve 44.32 feet to a point which bears South 07 degrees 45 minutes 28 seconds East from said radius point and to the East line of said West Half; thence South 00 degrees 56 minutes 59 seconds East along said East line 2554.91 feet to the POINT OF BEGINNING, containing 19.162 acres, more or less.

Subject to all legal easements and rights-of-way.

EXHIBIT "B"

Part of the South Half of Section 8 and part of the North Half of Section 17, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

BEGINNING at the Southwest corner of the Northwest Quarter of said Section 17; thence North 00 degrees 58 minutes 50 seconds West (assumed bearing) along the West line of said Northwest Quarter 2655.78 feet to the Southwest corner of the Southwest Quarter of said Section 8; thence North 01 degrees 06 minutes 34 seconds West along the West line of said Southwest Quarter Section 2644.77 feet to the Northwest corner thereof; thence South 89 degrees 59 minutes 55 seconds East along the North line of said Southwest Quarter Section 2655.58 feet to the Northwest corner of the Southeast Quarter of said Section 8; thence North 89 degrees 54 minutes 45 seconds East along the North line of said Southeast Quarter 635.00 feet to a Northeastern corner of land described in Instrument No. 99-42295, recorded in the Office of the Recorder of Hamilton County, Indiana; thence South 01 degrees 43 minutes 25 seconds East along an Eastern line of said described land 810.63 feet to a Northern line of land described in Instrument No. 99-42295, recorded in said recorder's office; thence North 89 degrees 54 minutes 45 seconds East along said Northern line and parallel with the North line of said Southeast Quarter 680.00 feet to the West line of the East Half of the Southeast Quarter of said Section 8; thence South 00 degrees 58 minutes 48 seconds East along said West line 369.45 feet to the Northwest corner of land described in Instrument No. 96-26426, recorded in said recorder's office; thence North 89 degrees 54 minutes 45 seconds East along the North line of said described land 1325.16 feet to the East line of the Southeast Quarter of said Section 8; thence South 00 degrees 57 minutes 45 seconds East along said East line 1462.26 feet to the Northeast corner of the Northeast Quarter of said Section 17; thence South 01 degrees 00 minutes 50 seconds East along the East line of said Northeast Quarter Section 2646.29 feet to the Southeast corner thereof; thence South 89 degrees 52 minutes 47 seconds West along the South line of said Quarter Section 2655.78 feet to the Southeast corner of the Northwest Quarter of said Section 17; thence South 89 degrees 46 minutes 23 seconds West along the South line of said Northwest Quarter 260.00 feet to the Southeast corner of land described in Instrument No. 02-37666, recorded in said recorder's office; thence North 00 degrees 13 minutes 37 seconds West along the East line of said described land 264.00 feet to the Northeast corner thereof;

thence South 89 degrees 46 minutes 23 seconds West along the North line of said described land and parallel with the South line of said Northwest Quarter 165.00 feet to the Northwest corner of said described land; thence South 00 degrees 13 minutes 37 seconds East along the West line of said described land 264.00 feet to the South line of said Northwest Quarter; thence South 89 degrees 46 minutes 23 seconds West along said South line 781.61 feet to the Southeast corner of land described in Instrument No. 99-41817, recorded in said recorder's office; thence North 00 degrees 13 minutes 37 seconds West along the East line of said described land 223.38 feet to the Northeast corner thereof; thence South 89 degrees 46 minutes 23 seconds West along the North line of said described land and parallel with the South line of said Northwest Quarter 195.00 feet to the Northwest corner of said described land; thence South 00 degrees 13 minutes 37 seconds East along the West line of said described land 223.38 feet to the South line of said Northwest Quarter; thence South 89 degrees 46 minutes 23 seconds West along said South line 375.21 feet to the Southeast corner of land described as an exception in Instrument No. 99-42294, recorded in said recorder's office; thence North 00 degrees 53 minutes 38 seconds West along the East line of said described land 385.19 feet to the Northeast corner thereof; thence South 89 degrees 02 minutes 02 seconds West along the North line of said described land 332.25 feet to the Northwest corner thereof; thence South 01 degrees 48 minutes 06 seconds West along the West line of said described land 381.12 feet to the South line of said Northwest Quarter; thence South 89 degrees 46 minutes 23 seconds West along said South line 518.40 feet to the POINT OF BEGINNING, containing 590.41 acres, more or less.

EXCEPT:

A part of the Southeast Quarter of Section 8, Township 18 North, Range 4 East, in Washington Township, Hamilton County, State of Indiana, more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter of Section 8, Township 18 North, Range 4 East; thence along the east line of said quarter South 00 degrees 57 minutes 45 seconds East a distance of 1179.84 feet; thence South 89 degrees 54 minutes 45 seconds West a distance of 45.00 feet to the point of beginning of the herein described parcel; thence parallel with said east line South 00 degrees 57 minutes 45 seconds East a distance of 625.00 feet; thence South 89 degrees 54 minutes 45 seconds West a distance of 700.00 feet; thence North 00 degrees 57 minutes 45 seconds West a distance of 625.00 feet; thence North 89 degrees 54 minutes 45 seconds East a distance of 700.00 feet; to the point of beginning, containing 10.04 acres, more or less.

EXCEPT:

A part of the Northeast Quarter of Section 17, Township 18 North, Range 4 East, in Washington Township, Hamilton County, State of Indiana, more particularly described as follows:

Commencing at the southeast corner of the Northeast Quarter of Section 17, Township 18 North, Range 4 East; thence along the east line of said quarter North 01 degrees 00 minutes 50 seconds West a distance of 40.00 feet; thence parallel with the south line of said quarter South 89 degrees 52 minutes 47 seconds West a distance of 45.00 feet to the point of beginning of the herein described parcel; thence continuing South 89 degrees 52 minutes 47 seconds West a distance of 825.00 feet; thence parallel said east line North 01 degrees 00 minutes 50 seconds West a distance of 1320.00 feet; thence parallel with said south line North 89 degrees 52 minutes 47 seconds East a distance of 825.00 feet; thence South 01 degrees 00 minutes 50 seconds East a distance of 1320.00 feet; to the point of beginning, containing 25.00 acres, more or less.

Containing, after the above exceptions, 555.37 acres, more or less.

Excluding also the real estate described in Exhibit "A" hereto.

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