MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
JACKSON’S GRANT
A RESIDENTIAL DEVELOPMENT
IN CARMEIL, INDIANA

The undersigned JACKSON’S GRANT REAL ESTATE COMPANY, LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), as owner and developer of real property described in Exhibit A attached hereto and known as Jackson’s Grant (referred to herein as the “Subdivision”), comprised of seven (7) separate Neighborhoods known as: Stableside, Bridgemont, Exmoor, Westvale, Creekside, Northvale, and The Hamlet, imposes the following plat restrictions and covenants on the Subdivision for the benefit of all present and future Owners (as hereinafter defined) of any Lot in the Subdivision.

DECLARATIONS

All Lots, including single and multi-family Lots within the Subdivision, shall be subject to the following development standards, restrictions, covenants, conditions and assessments, which are for the benefit of all Owners (as hereinafter defined) and occupants within the Subdivision and which shall run with the property and shall be binding on all Owners and all persons claiming under them for a period of fifteen (15) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of fifteen (15) years each, unless at any time after the turnover of the Master Association to the Owners a majority of the then Owners in the Subdivision agree to change or terminate said covenants in whole or in part and on the condition that an instrument to that effect signed by the Owners voting in favor of such change has been recorded; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.
Article 1. Use Restrictions

1.01 Each Lot shall be used for residential purposes only. Lots shall be used for both single family and multi-family residential purposes. "Residence shall mean either (i) each unit with a multi-family building designed for single residential occupancy including one-half (1/2) of the thickness of any party wall separating the Residence from another Residence within the building, or (ii) a single family detached residence. A "Lot" shall mean and refer to the portion of a lot associated or platted with a Residence as may be described in the deed conveying the Residence to an Owner or the entire Lot associated with a single family detached Residence. However, the Developer, its agents or assigns, may use Lots for construction and sales purposes during any building and sales period. An “Owner” shall mean and refer to the record title Owner of a Lot in the Subdivision, and shall be all Owners, jointly and severally, if there is more than one Owner of record.

1.02 No Residence, building, shed, fence, flagpole, mailbox, light pole or fixture, swimming pool, tennis court, pavement, driveway, awning, wall or structure of any kind shall be erected, placed or altered on any Lot without first obtaining the written consent of the Architectural Review Board subsequently described herein. All requests for approvals from the Architectural Review Board shall be in writing, shall be dated, shall specifically request approval of the contemplated improvement(s) and shall be accompanied by detailed plans and specifications for the proposed improvements showing, where applicable, the size, location, type, architectural design, spacing, quality, use, construction materials, color scheme, grading plan and finished grade elevation for said improvements.

1.03 Residences within the Subdivision shall have the following minimum square footage, exclusive of basements, open porches, garages and other unheated areas. Each Residence shall have an attached garage with space for not less than two (2) automobiles.

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<tr>
<th></th>
<th>1 Story</th>
<th>2 Story</th>
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<tbody>
<tr>
<td>Stableside</td>
<td>1,600</td>
<td>2,000</td>
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<tr>
<td>Bridgemont</td>
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<td>Exmoor</td>
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<td>Westvale</td>
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<td>Creekside</td>
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<td>Northvale</td>
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<td>Hamlet</td>
<td>1,200</td>
<td>1,600</td>
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1.04 All structures or improvements commenced on a Lot must be completed within nine (9) months from the date of commencement.

1.05 Two carriage lights on the front of the home or a front yard(s) light providing dusk to dawn lighting are to be installed on each Lot at the time of construction of a Residence. The Owner shall maintain the lights in operating condition at all times.

1.06 No detached storage buildings shall be permitted on any Lot.
1.07 No towers of any description or satellite dish antennas greater than thirty-nine (39) inches in diameter will be permitted on any Lot without the written approval of the Architectural Review Board. Said Board may deny any such request in its sole and absolute discretion or may attach such conditions as it deems necessary or appropriate. Any satellite dish antenna less than thirty-nine (39) inches in diameter shall require Architecture Review Board approval as to location, color and other aesthetic conditions.

1.08 No Residence shall have a sump pump which discharges directly into the street through a curb.

1.09 No building shall be located nearer to any street than the building setback line shown on the recorded plat of the Subdivision. The setback areas designated on the recorded plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walls, fencing, walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification.

1.10 No structures or materials shall be placed or permitted within the utility or drainage easement areas as designated on the recorded plat of the Subdivision. Plantings within said utility or drainage easement areas are at the Owner’s sole risk of loss if such plantings, as determined solely by the applicable utility authority or the Architectural Review Board, would damage or interfere with the installation or maintenance of utilities or would change or retard the flow of surface water from its proper course. Each Owner shall maintain such portion of any utility or drainage easement area as is located upon such Owner’s Lot.

1.11 No business activities of any kind shall be conducted on any Lot or open space in the Subdivision without the approval of the Master Association; provided, however, that the foregoing shall not apply to the business activities of Developer or the construction, sale or maintenance of Lot by authorized builders or by Developer, its agents or assigns, during the construction and sales period.

1.12 No clothesline shall be located on any Lot. No laundry articles shall be left outdoors overnight or any time on Saturdays or Sundays.

1.13 No automobile, bus, camper, motor home, trailer, boat, other watercraft, snowmobile, motorcycle or other similar vehicle shall be stored on any Lot unless housed within a garage building. For purposes of this section a vehicle shall be considered “stored” if inoperable, put up on blocks or covered with a tarpaulin and it remains in such condition for a period of seven (7) consecutive days.

1.14 No Lot shall be used as a dumping ground or storage area for rubbish, machinery, scrap, paper, glass or other such materials. Garbage or other waste shall be kept in trash containers. All containers used for the storage or disposal of trash or recyclable materials shall be kept in a clean and sanitary condition and screened from public view. Building materials to be used in the construction of approved structures may be stored on or within a Lot, provided such building materials are incorporated into the approved improvement within ninety (90) days after their delivery to such Lot.
1.15 No sod, dirt or gravel, other than incidental to the construction of an approved structure or the normal maintenance of lawn areas, shall be removed from any Lot without the written approval of the Architectural Review Board.

1.16 No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Lot. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. The Master Association may regulate and control the maintenance of lawn areas by publishing rules and regulations as it deems necessary from time to time.

1.17 No geothermal or solar heating system shall be installed on any Lot or on any Residence thereon without the prior approval of all applicable agencies and the Architectural Review Board.

1.18 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other usual household pets may be kept on a Lot, so long as such pets are not kept, bred or maintained for any commercial purpose. No animal shall be permitted to run loose or become a nuisance to any Owner. The Master Association may regulate and control the maintenance of such household pets by publishing such rules and regulations as it deems necessary from time to time.

1.19 Permitted Signs shall include only those professionally constructed signs which advertise a home on any Lot for sale, and which are non-illuminated and less than or equal to 6 square feet in size (“Permitted Signs”). With the exception of Permitted Signs, all signs including, but not limited to those advertising a garage sale or a Lot “For Lease”, must be approved by the Architectural Review Board before being placed upon any Lot or Common Area, or displayed from a Residence. No more than one sign (including a Permitted Sign) may be displayed on a Lot or from a Residence at any one time. All Permitted Signs advertising a Lot for sale shall be removed within three (3) business days of the conveyance of the Lot. Signs advertising a Lot for “Rent to Own”, or something similar, are expressly prohibited and may not be placed on a Lot or displayed from a Residence constructed thereon. The Developer and designated builder(s) are expressly exempt from the requirements of this Section 1.19 and may post any signs in Common Areas and Lots owned by Developer and/or designated builder(s), as approved by Developer.

1.20 All tanks for the storage of propane gas, fuel or oil shall be located beneath ground level, except that propane tanks for service to the entire Subdivision or, on a temporary basis, for construction of an approved structure may be located above ground.

1.21 No well for the production of gas, water or oil, whether intended for temporary or permanent purposes, shall be drilled or maintained on any Lot without the written consent of the Architectural Review Board.

1.22 No chain link fence will be permitted on any Lot. Acceptable fence styles and materials shall be established by the Board of Directors. Any fence to be installed on a Lot shall be submitted to the Architectural Review Board for its review and approval prior to installation.
1.23  No above ground swimming pools in place for more than forty-eight (48) consecutive hours will be permitted on any Lot.

1.24  Nothing shall be done, placed or stored on any Lot which may endanger the health or unreasonably disturb the occupants of neighboring Residences.

1.25  Each Owner within the Subdivision, upon acquisition of title to a Lot, shall automatically become a member of the Master Association created in accordance with Article 3.01 hereof. Such membership shall be an appurtenance to and shall not be separated from ownership of the Lot and such membership shall terminate upon the sale or other disposition by such member of such Lot ownership.

1.26  Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any other provision hereof, all of which shall remain in full force and effect.

1.27  Except as otherwise approved by the Developer in connection with a builder’s model home sales center, all outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as to not create a glare, distraction or nuisance to the other Owners.

1.28  No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of the street lines extended or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway or alley line. No tree shall be permitted to remain within such distances of such areas unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

1.29  Jackson’s Grant will be developed into seven (7) separate neighborhoods (hereinafter described as a “Neighborhood” or specifically as Stableside, Bridgemont, Exmoor, Northvale, Creekside, Westvale and Hamlet. Each Neighborhood may have supplemental use restrictions, covenants and assessment levels in addition to those provided for in this Declaration. Each Neighborhood may establish its own sub declaration (“Neighborhood Declaration”) or homeowners association “Neighborhood Association” to provide for additional covenants, conditions, restrictions or assessments specific to its Neighborhood. In the event of any conflict between Neighborhood Declarations and this document, this document shall prevail.

1.30  No play-sets, trampolines or sandboxes shall be permitted on any Lot within the Stableside, Bridgemont, Exmoor or Hamlet Neighborhoods.

1.31  It shall be lawful for the Developer, City of Carmel, Hamilton County, the Master Association or Owner within the Subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any covenant or restriction contained herein. The proceeding may seek to prevent such person or persons from violating or continuing to
violate the restrictions or to recover damages for such violation together with the costs incurred in enforcement of the restrictions.

Article 2. Additional Drainage Easement Restrictions

Drainage easements shown on the recorded plat of the Subdivision may include storm water detention or retention areas designed to direct, detain or retain water. The following covenants and restrictions are for the benefit of all Owners in the Subdivision and are to run with the land and shall be binding on all parties, on all Owners, and all persons claiming under them forever, as follows:

2.01 No Owner shall do or permit to be done any action or activity which would result in (a) the pollution of any retained water, (b) the diversion of water, (c) a change in the elevation of the water level, (d) silting or (e) an adverse effect on water quality, drainage or proper water management, or which would otherwise impair or interfere with the use of such areas for drainage and related purposes for the benefit of all Owners.

2.02 No boating, fishing, swimming, ice skating or other recreational activity shall be conducted in, on or above said drainage easement areas.

2.03 The Master Association shall have the right to establish rules regarding the use of any drainage easement areas, provided such rules are not in conflict with any other provision contained herein, and are reasonably established to protect the safety and welfare of the Owners and their guests, or are established to assure the continued service of the areas for the purposes for which they were designed.

2.04 The Developer, City of Carmel, Hamilton County, the Master Association or any Owners within the Subdivision may prosecute proceedings at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions or seek restraining orders or other mandatory relief for the correction of any interference with or damage to the drainage and detention or retention system, and to recover compensation for any damages incurred by the complaining party together with the costs incurred in enforcement of the restrictions.
Article 3.  Homeowners’ Association

3.01  After the recording of this Declaration, Developer shall form and incorporate a Homeowners’ Association, to be known as the “Jackson’s Grant Homeowners Association” (hereafter “Master Association”) to promote the common interest of all Owners, to handle maintenance of certain areas within the Subdivision as set forth below and to promote compliance with the covenants, conditions and use restrictions set forth in this Declaration. The Master Association shall be comprised of all Owners in the Subdivision. Developer reserves the right to expand the membership and duties of the Master Association to include other areas or sections of Jackson’s Grant to be developed in the future on contiguous property that is not presently part of the Subdivision. Said areas or sections shall be considered “Expansion Property”, the Owners of which may, at the option of Developer, be required to become members of the Master Association. If the Developer elects to develop Expansion Property and elects to include the Owners in any portion of the Expansion Property as members in the Master Association and to expand the Master Association’s responsibilities to include similar duties for such portion of the Expansion Property, Developer may do so by filing an amendment to this Declaration to include such Expansion Property within fifteen (15) years from the date hereof, explicitly setting forth that the Owners within such portion of the Expansion Property shall become members of the Master Association and detailing the additional rights and obligations of the Master Association.

Each Neighborhood by a majority vote of Owners in said Neighborhood or by Developer prior to turnover may establish a Neighborhood Association and record a Neighborhood Declaration to promote the common interest of said Neighborhood to provide for; additional common maintenance, additional use restrictions, additional covenants, additional services and supplemental assessments to fund said maintenance or services, for the benefit of all Owners in said Neighborhood.

3.02  (a)  “Common Areas” means (i) all portions of the Subdivision (including improvements thereto) shown on any plat of a part of the Subdivision which are not located on Lots and which are not dedicated to the public and (ii) all facilities, structures, buildings, improvements and personal property owned or leased by the Master Association from time to time, Common Areas may be located within a public right-of-way or in an easement area as shown on the Plat.

(b)  “Common Expenses” means (i) expenses of and in connection with the operation, maintenance, repair or replacement of the Common Areas and related improvements thereon and the performance of the responsibilities and duties of the Master Association, including, without limitation, expenses for the improvement, operation, maintenance, replacement or repair of the structures, improvements, lawn, foliage and landscaping located in a Common Area (and areas within an easement located on a Resident Lot Area to the extent the Master Association deems it necessary to maintain such easement) including adequate reserves for replacement of buildings, improvements, furniture, fixtures or equipment (ii) expenses of and in connection with the maintenance, repair or continuation of the drainage facilities located within and upon the easements, including BMP’s in accordance with the Operations and Maintenance Manuals established for each BMP, (iii) all judgments, liens and valid claims against the Master Association, (iv) all expenses incurred in the administration of the Master Association and (v) may include if applicable, expenses associated with trash pick-up within the Subdivision.
3.03 Individual Lot Maintenance. Within the Stableside, Bridgemont and Exmoor Neighborhoods, the Master Association shall

(i) Provide to all Owners, at each Owner’s election and expense, maintenance of lawn located on Owner’s Lot as well as in adjacent street right-of-ways (tree lawns). Maintenance of lawns shall mean the mowing of grass, including edging around fences, shrubs and bushes, fertilizing and weed control of the lawn and the care, fertilizing, trimming, removal and replacement of trees planted by Developer or Builder and any other services mutually agreed to by the Master Association and the Owner(s). It shall not include the watering of lawns on Owner’s Lot which shall be the responsibility of the Owner nor the care and maintenance of (i) shrubs, (II) trees which were not planted by Developer or Builder, (iii) flowers, or (iv) other plants on any Owner’s Lot, unless otherwise agreed to by the Master Association. The Master Association and its contractors or agents are hereby granted an easement on each Owner’s Lot to perform such maintenance.

(ii) Provide to all Owners, at each Owner’s election and expense, snow removal services for Owners driveway, sidewalk and front walkways. The Master Association and its contractors or agents are hereby granted an easement on each Owner’s Lot to perform snow removal.

(iii) The Master Association may charge the Lot Maintenance Assessments for the foregoing services on any reasonable basis, which may include charging the Owners electing such services on an equal basis or differentiating charges by size, configuration or location. Further, the Master Association may require minimum time periods or seasons for the providing of such services so that an Owner may not be entitled to cancel such services during such minimum time period. Further, such services may be suspended or terminated during any period of time that an Owner is in default of payment of any Assessments.

3.04 The management and control of the affairs of the Master Association shall be vested in its Board of Directors. The Board of Directors shall be composed of between three (3) and nine (9) members. The initial members of the Board of Directors shall be selected by Developer (the “Developer Board”). The Developer Board shall serve until (a) that date which is ninety (90) days after 100% of all Lots within the Subdivision and 100% of all Lots within the Expansion Property which have been developed and made a part of the Subdivision as set forth above in Article 3.01 have been sold, or (b) Developer elects to turn over control of the Master Association to the Owners, whichever shall first occur (the “Applicable Date”). Upon the incapacity, resignation or death of any member of the Developer Board, a successor, who shall serve the remaining term of the departed director, shall be appointed by the remaining members of the Board of Directors within three (3) months after the incapacity, resignation or death of the departed director. Subsequent board members shall be elected by a majority of the Owners as more fully set forth in the Articles of Incorporation and By-Laws for the Master Association. After turnover, at least one Owner from each Neighborhood shall serve on the Board of Directors on a continuous basis.
3.05 The Master Association, or its agents or assigns, shall have the right to enter onto any common area, open space, public right-of-way or easement area as shown on the recorded plat of the Subdivision, if any, as it from time to time deems necessary for the purpose of maintaining the same. Such maintenance may include, but shall not be limited to:

(a) regular mowing, trimming and fertilizing of grassy areas;
(b) periodic mulching of landscape beds within the Subdivision;
(c) regular weeding of landscape beds;
(d) flower planting within the Subdivision;
(e) maintenance of street lighting, if any, and associated electric service billings;
(f) repair of any permanent signs;
(g) repair of any Common Area wall, monument or fencing;
(h) repair and maintenance of any private street, alley or paseo located in a Common Area;
(i) operations, maintenance and repair of any community pools, buildings, playgrounds, pathways or other Common Area amenities;
(j) to arrange for plowing and/or removal of snow from private streets, alleys and paseos located within Common Areas and community walkways located within Common Areas;
(k) treatment of water in any detention or retention areas to limit algae and grassy growth; and
(l) maintaining, trimming, pruning, irrigation, fertilizing, removal and replacement of flowers, plants, trees and bushes, within Common Areas as necessary.

(m) maintaining storm drainage detention areas ("BMPs") in accordance with the Operations and Maintenance Manuals.

(n) maintenance of the Landscape Water Blocks located within Lots 269 and 270 in Jackson’s Grant Section 2/Westvale Section 2 to include but not limited to repairing of sink holes, shifting of stone, erosion of side slopes or drainage channels and replacing the stone cobble spillways to ensure the proper transference of storm water as intended, whether platted as a common area or a Landscape Water Block Easement.
3.06 For the purpose of providing funds to carry out the responsibilities of the Master Association hereunder, exclusive of Lot Maintenance described in Section 3.03, the Master Association shall be empowered to levy, assess and collect from each Owner in the Subdivision an amount up to Nine Hundred Dollars ($900.00) per year (hereinafter the "Regular Assessment"), irrespective of whether the Subdivision has been completed. Provided, however, that such limit of Nine Hundred Dollars ($900.00) per Lot per year may be increased or decreased in proportion to any increase or decrease in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of December 2015. If the Master Association elects to provide trash pick-up service through the Master Association as provided for in Section 3.02 (b) (vi) hereof, the cost of trash pick-up shall be assessed in addition to the Regular Assessment described herein. Any fees assessed by the Master Association in excess of Nine Hundred Dollars ($900.00), plus the cost of trash pick-up if applicable per Lot per year, or its adjusted equivalent, must be approved by the Developer Board, if prior to Turnover, or by a majority of the Owners thereafter.

In addition to the assessment set forth above, upon the closing of the initial conveyance of each Lot to the first Owner of the respective Lot other than Developer or builder, the Owner shall pay to the Association, in addition to any other amount then owed or due to the Association, as a contribution to the working capital of the Association and its start-up fund, an amount equal to Five Hundred Dollars ($500.00), which payment shall be non-refundable and shall not be considered as an advance payment of any Regular or Special Assessment or other charge owed the Association with respect to such Lot. The working capital and start-up fund shall be held and used by the Association for payment of, or reimbursement to, Developer for advances made to pay expenses of the Association for its early period of operation to enable the Association to have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary by the Board of Directors.

3.07 In addition to Regular Assessments, the Board of Directors of the Master Association may make special assessments against each Lot (a "Special Assessment") for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Master Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Master Association may from time to time incur, but only with the assent of two-thirds (2/3) of the members of each class of members of the Master Association, if more than one, who cast votes in person or by proxy at a duly constituted meeting of the members of the Master Association called for such purpose.

The Board of Directors of the Master Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors of the Master Association. The Board of Directors may provide for reasonable interest and late charges on past due installments of assessments.

3.08 Neither the Developer, nor any builder or any related entity being expressly exempted by Developer, shall be assessed any portion of any Regular or Special Assessment during the
development period of the Subdivision until one hundred percent (100%) of all Lots within the Subdivision and one hundred percent (100%) of all Lots within the Expansion Property, if any, have been developed and made a part of the Subdivision.

3.09 In addition to Regular and Special Assessments, the Board of Directors of the Master Association may make “Lot Maintenance Assessments” against individual Lots (“Lot Assessments”) for the purpose of providing lawn maintenance and snow removal services for Owners that have elected such services as set forth in Section 3.03 hereof.

3.10 Any amount assessed or levied hereunder by the Master Association against an Owner shall become a lien on each Lot until paid. Any assessments which are not paid within thirty (30) days of the due date shall be delinquent. As long as an assessment remains delinquent, a late fee of twenty-five dollars ($25.00) will be charged per month until the assessment is paid in full. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Master Association may file with the Hamilton County Recorder a Notice of Lien. The Notice of Lien shall contain a description of the Lot against which the lien exists, the name or names of the Owner or Owners thereof, and the amount of the unpaid portion of the assessment or assessments. The lien provided for herein shall remain valid for a period of five (5) years from the date a Notice of Lien is duly filed, unless sooner released or satisfied in the same manner provided for by Indiana law for the release and satisfaction of mortgages on real property or until discharged by the final judgment or order of the Court in an action brought to discharge the lien. The lien shall secure not only the amount of the unpaid assessments and late fees, but also the costs incurred in collection, including, but not limited to interest, attorney’s fees and court costs. The lien of the assessment provided for herein shall be subject and subordinate to the lien of any duly executed mortgage on any Lot recorded prior to the recording of the Notice of Lien. The holder of any such mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure shall take the property free of claims for unpaid installments of assessments or charges against the Lot which become due and payable prior to the time such holder or purchaser takes title to the Lot.

3.11 No member of the Board of Directors shall be liable to the Owner(s) or any other person for any error or mistake of judgment exercised in carrying out his duties and responsibilities as a director, except in the case of willful misconduct or gross negligence. Further the Master Association shall indemnify and hold harmless and defend each of the directors against any and all liability to any person, firm or corporation arising out of any contract made by the Board of Directors on behalf of the Master Association, unless any such contract shall have been made fraudulently. It is intended that no director shall have personal liability with respect to any contract made by any board member on behalf of the Master Association.

3.12 The Master Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a director of the Master Association, against the reasonable expenses, including attorneys fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which such shall be adjudged in such action, suit or proceeding that such director is liable for gross negligence or willful misconduct in the
performance of his duties. The Master Association shall also reimburse to any such director the reasonable costs of settlement of, or judgment rendered in, any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such director was not guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a director, no director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such director relied on the books and records of the Master Association or statements or advice made by or prepared by the managing agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Master Association to render advice or service, unless such director had actual knowledge of the falsity or incorrectness thereof; nor shall a director be deemed guilty of, or liable for, negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

3.13 Any and all of the rights, powers, duties and obligations assumed by, reserved to, created in or given to the Master Association may be exercised by Developer until such time as the Master Association is formed and control thereof transferred to the Owners. At such time as control of the Master Association is transferred to the Owners, Developer may reserve the exclusive right to approve the plot plan, construction plans, color scheme and landscape plan associated with any structure on any Lot on which a Residence has not yet been completed and occupied, so long as Developer clearly identifies the Lots for which it is retaining such right at the time of the turnover. Developer shall maintain said right of approval for each Lot until such time as a Residence has been completed on that Lot and occupied by the homebuyer.

3.14 At the option of the Master Association, trash and refuse disposal for each Lot will be provided by the Master Association on a weekly basis. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and Residence construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse.

Article 4. Architectural Review Board

An Architectural Review Board (the "ARB") is hereby established as a standing ARB of the Master Association to carry out the functions set forth for it in this Declaration. The Architectural Review Board’s procedures and duties shall be as follows:

4.01 The ARB shall be composed of between three (3) and nine (9) members. The Developer shall appoint the initial members of the ARB.

4.02 The initial members of the ARB shall serve until such time as the Developer turns over control of the Master Association to the Owners, as set forth in Article 3.04 hereof. Any subsequent members shall be appointed by the Master Association and shall serve for terms of three (3) years, except that the first appointed members of the ARB shall serve for staggered terms of one (1), two (2), and three (3) years as directed by the Board of Directors of the Master Association. All
members of said ARB shall serve until the expiration of their terms or until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the ARB, a successor, who shall serve the remaining term of the departed ARB member, shall be appointed by the Board of Directors of the Master Association within three (3) months after the incapacity, death or resignation of the departed member. After turnover of the Master Association to the Owners by Developer, the ARB shall include one lot Owner from each Neighborhood at all times.

4.03 The Use Restrictions require the submission of detailed plans and specifications to the ARB prior to the erection of, placement on, or alteration of any structure or improvement on any Lot. The intent is to achieve an architecturally harmonious, artistic and desirable residential subdivision. Therefore, while considering the approval or disapproval of any plans and specifications submitted, the ARB is directed to consider the Jackson's Grant Pattern Book, zoning commitments for the Subdivision, appropriateness of the improvement contemplated in relation to the improvements on contiguous or adjacent lots, the artistic and architectural merits of the proposed improvement, the adaptability of the proposed improvement to the Lot on which it is proposed to be made, and such other matters as may be deemed by the ARB members to be in the interest and benefit of the Owners in the Subdivision as a whole. Further, builders must be approved by Developer or by the ARB until such time as the Developer turns over control of the Master Association as set forth in Article 3.04 hereof. Such approval shall be based upon the willingness to build in accordance with approved plans and specifications, familiarity with the Jackson's Grant Pattern Book, quality of past work, client satisfaction, compatibility with other multi-lot builders and financial capabilities. Builders must agree to comply with construction regulations (including those referenced in Article 4.09), and dispose of construction debris properly and build in accordance with the approved plans and specifications. Failure to comply may result in fines, forfeiture of a deposit and revocation of the right to build in the Subdivision.

4.04 To assist it in making its determinations, the ARB may require that any plans and specifications submitted to the ARB be prepared by a registered architect or civil engineer. The ARB shall also have the right to require any other reasonable data including, but not limited to, grading or elevation plans, material lists, landscape plans and color scheme designations.

4.05 The ARB's decisions shall be in writing and shall be binding upon all parties in interest. The ARB shall make every reasonable effort to approve, disapprove or request additional information with respect to any submitted request for approval within thirty (30) days after said request shall have been properly submitted to the ARB for approval. A properly submitted request shall be in writing and shall comply with the provisions of Article 1.02 hereof. The failure of the ARB to approve, disapprove or request additional information within said time period shall be deemed a denial of any properly submitted request.

4.06 The approval of any plans and specifications by the ARB shall not constitute a representation or warranty by it as to the quality of the workmanship, materials or architectural or engineering design covered thereunder, or the proposed work's feasibility or compliance with any applicable laws.

4.07 If, in the opinion of the ARB, the enforcement of these restrictions would constitute a hardship due to the shape, dimension or topography of a particular Lot in the Subdivision, the ARB would be obligated to consider an exception to the restrictions.
may permit a variation which will, in its judgment, be in keeping with the standards of the Subdivision.

4.08 In the case of a tie vote by Members of the ARB on any matter, the matter shall be referred to the Board of Directors of the Master Association for final determination.

4.09 The Developer and ARB shall also have the right to adopt policies and regulations concerning construction requirements for site development during construction which may include drainage and swale requirements, tree preservation plans, street tree and sidewalk installation, and additional responsibilities of the Owner or Builder during construction (the "Construction Regulations"). The Construction Regulations may be set forth in the Purchase Agreement between Developer and any Builder or Owner, in which case they shall govern the requirements applicable to such buyer to the extent inconsistent with any Construction Regulations otherwise adopted by Developer or ARB. The Construction Regulations shall run with and be binding upon subsequent Owners of any Lot to the extent that there are any transfers made prior to the initial home construction.

Article 5. Other Conditions

5.01 All transfers and conveyances of each and every Lot in the Subdivision shall be made subject to these covenants and restrictions.

5.02 Any failure to enforce these restrictions shall not be deemed a waiver thereof or an acquiescence in, or consent to, any continuing, further or succeeding violation thereof.

5.03 If any covenant, condition or restriction hereinabove contained, or any portion thereof, is invalid, such invalidity shall in no way affect any other covenant, condition or restriction.

5.04 All costs of litigation and attorney's fees resulting from violation of this Declaration shall be the financial responsibility of the Owner or Owners found to be in violation.

5.05 Developer reserves the right to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any federal agencies, local governing authorities, governmental agency, public authority or financial institution (including, but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar entity) as a condition of the approval of this Declaration, by the execution and recordation of such amendment following notice to all Owners.

Notwithstanding anything herein to the contrary, prior to the Applicable Date, Developer hereby reserves the right unilaterally to amend, revise or clarify the standards, covenants and restrictions contained in this Declaration for any reason. No such amendment, however, shall restrict or diminish materially the rights or increase or expand materially the obligations of Owners with respect to Lots conveyed to such Owners prior to the amendment or adversely affect the rights and interests of mortgagees holding first mortgage obligations at the time of such amendment. Developer shall give notice in writing to such Owners and mortgagees of any amendments. Developer shall not
have the right at any time by amendment of this Declaration to grant or establish any easement through, across or over any Lot which Developer has previously conveyed without the consent of the Owner of such Lot. All amendments to this Declaration shall be in writing and recorded among the appropriate land records.

5.06. Upon the earlier of the Applicable Date or the seven year anniversary of the recording of this Declaration, this Declaration also may be amended by a seventy-five percent (75%) vote of the Owners in the Subdivision if prior to the Applicable Date, and by a majority vote if after the Applicable Date, so long as such amendments do not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner’s consent.

5.07 Only the Lots contained in the Subdivision shall be subject to and bound by the restrictions, covenants and conditions set out in this Declaration and none of said provisions shall in any manner affect or be operative in respect to any other land of the Owner or its successors or assigns.

Article 6. Property Rights

6.01 Owners’ Easement of Enjoyment of Common Areas. Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas. Such easement shall run with and be appurtenant to each Owner’s Lot, subject to the following provisions:

(i) the right of the Master Association to charge reasonable admission and other fees for the use of the recreational facilities, if any, situated upon the Common Areas;

(ii) the right of the Master Association to fine any Owner or make a special assessment against any Lot in the event a person permitted to use the Common Areas by the Owner violates any rules or regulations of the Master Association as long as such rules and regulations are applied on a reasonable and nondiscriminatory basis;

(iii) the right of the Master Association to make reasonable regular assessments for use and maintenance of the Common Areas and any services provided by the Master Association such as trash collection (at the Master Association’s option), snow removal, grass mowing or like service;

(iv) the right of the Master Association to dedicate or transfer all or any part of the Common Areas or to grant easements to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer;

(v) the right of the Master Association to enforce collection of any fines or regular or special assessments through the imposition of a lien;

(vi) the right of the Master Association, provided in this Declaration and in any plat of any part of the Subdivision;
(vii) the terms and provisions of this Declaration;

(viii) the casements reserved elsewhere in this Declaration and in any plat of any part of the Subdivision; and

(ix) the right of the Master Association to limit the use of Common Areas in a reasonable nondiscriminatory manner for the common good.

6.02 Permissive Use. Any Owner may permit his or her family members, guests, tenants or contract purchasers who reside in the Lot to use his or her right of enjoyment of the Common Areas. Such permissive use shall be subject to the By-Laws of the Master Association and any reasonable nondiscriminatory rules and regulations promulgated by the Master Association from time to time.

6.03 Conveyance of the Common Areas. Developer may convey all of its right, title, interest in and to any of the Common Areas to the Master Association by quitclaim deed, and such Common Areas so conveyed shall then be the property of the Master Association.

Article 7. Maintenance

7.01 Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Master Association or Neighborhood Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner, including any builder during the building process, to at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly; and, specifically, such Owner shall:

(i) Keep the grass on the Lot properly cut with such regularity as may be reasonably required in order to prevent unsightly growth of vegetation and noxious weeds.

(ii) Keep the Lot, including any drainage utility and sewer easements located on the Lot, free of weeds, trash or construction debris and otherwise neat and attractive in appearance, including, without limitation, the property maintenance of the exterior of any structures on such Lot.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Subdivision.

(iv) Cut down and remove dead trees.

(v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

In the event that the Owner of any Lot in the Subdivision shall fail to maintain his Lot and any improvements thereon in accordance with the provisions set forth herein, the
Master Association, after approval by a majority vote of the Board of Directors, shall have the right (but not the obligation), by and through its agents, employees and contractors, to enter upon said Lot and clean, repair, mow, maintain or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of this Declaration. The cost of any such work shall be and constitute a Special Assessment against such Lot and the Owner thereof, whether or not a builder, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Master Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

7.02 Damage to Common Areas. In the event of damage to or destruction of any part of the Common Areas or any improvements which the Master Association is required to maintain hereunder, the Master Association shall repair or replace the same to the extent of the availability of insurance proceeds. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Master Association may make a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds or against such Owners who benefit by the Special Assessments if less than all benefit. Notwithstanding any obligation or duty of the Master Association hereunder to repair or maintain the Common Areas, if, due to the willful, intentional or negligent acts or omissions of any Owner (including any builder) or of a member of the Owner’s family or of a guest, tenant, invitee or other occupant of visitor of such Owner, damage shall be caused to the Common Areas, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then the Master Association shall cause such repairs to be made and such Owner shall pay for such damage and such maintenance, repairs and replacements, unless such loss is covered by the Master Association’s insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Master Association, the cost of repairing such damage shall be added to and constitute a Special Assessment against such Owner, whether or not a builder, and its Lot, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

7.03 Common Driveways. Except for alleys and paseos which shall be maintained by the Master Association, when more than one Lot share a private drive or driveway, but are located on separate Lots, then the Owner of each Lot shall be equally responsible for the maintenance of the driveway. No Owner shall block access to the private drive, driveway or garage used for the other Lot. Either Owner may institute repair or maintenance of the driveway and the other Owner shall be equally responsible for the cost of the repair or maintenance. If any Owner fails to contribute for the Owner’s share of the cost of repair or maintenance, the other Owner may bring an action to recover the costs and shall be entitled to receive costs, expense and reasonable attorneys’ fees in pursuing collection of the costs.

Article 8. Remedies

8.01 Enforcement. Each Owner shall comply strictly with the provisions of this Declaration and with the rules, regulations and amendments adopted pursuant hereto as the same may be lawfully amended from time to time and with decisions adopted pursuant hereto, and
administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, or in a proper case, by an aggrieved Owner.

8.02 Grievance Procedures. Except with respect to default in payment of assessments and resulting remedies under Article 3, or any other "Exempt Claim" as defined in Indiana Code Section 32-25.5-5-4, prior to such enforcement the claimant and all other necessary parties must comply with the claim and grievance procedure set forth in Chapter 5 of Article 25.5, Title 32 of the Indiana Code, to the extent applicable, and such requirements shall equally apply to all Owners, the Association and the Board of Directors.

[ SIGNATURE PAGE follows ]
IN WITNESS WHEREOF, said Jackson’s Grant Real Estate Company, LLC has caused this instrument to be executed by its duly authorized representative this 17th day of December, 2015.

JACKSON’S GRANT REAL ESTATE COMPANY, LLC,

By: Jackson’s Grant Development Company, LLC,
an Indiana limited liability company, its manager

By: ________________________________

Lawrence M. Moon

STATE OF OHIO )
) SS:
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me, a Notary Public in and for said county and state, this 17th day of December, 2015, by Lawrence M. Moon on behalf of Jackson’s Grant Development Company, LLC, an Indiana limited liability company, manager of Jackson’s Grant Real Estate Company, LLC.

CANDI L. MCKINNIES-SHREVE
Notary Public
County of Residence: Hamilton
My Commission Expires: 02/07/2020

This document prepared by: Christopher D. Long, Esq.
Krieg DeVault LLP
2800 One Indiana Square
Indianapolis, Indiana 46204

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

Christopher D. Long, Esq.
EXHIBIT A

JACKSON'S GRANT ON WILLIAMS CREEK SECTION 1A

A part of Section 34, Township 18 North, Range 3 East, Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section; thence North 00 degrees 20 minutes 44 seconds East 1,314.57 feet along the West line of said Quarter Quarter Section, also being the West line of the dedicated right-of-way, recorded as Instrument #2015-044464, Dated: August 21, 2015 in the Office of the Recorder of Hamilton County, Indiana, to the North line of said right-of-way dedication and the Northwest corner of said Quarter Quarter Section; thence North 89 degrees 33 minutes 14 seconds East 45.00 feet along said North line to the POINT OF BEGINNING of this description; thence continuing North 89 degrees 33 minutes 14 seconds East 54.87 along the North line of said Quarter Quarter Section; thence South 00 degrees 20 minutes 44 seconds West 186.67 feet; thence South 46 degrees 11 minutes 58 seconds East 66.27 feet to a point on a curve concave easterly, the radius point of said curve being South 46 degrees 11 minutes 58 seconds East 175.00 feet from said point; thence southerly along said curve 132.73 feet to a point on said curve, said point being North 89 degrees 39 minutes 16 seconds West 175.00 feet from the radius point of said curve; thence South 00 degrees 20 minutes 44 seconds West 27.63 feet; thence South 89 degrees 39 minutes 16 seconds East 50.00 feet; thence North 89 degrees 34 minutes 34 seconds East 171.40 feet; thence South 86 degrees 44 minutes 33 seconds East 98.65 feet; thence South 84 degrees 50 minutes 19 seconds East 198.35 feet; thence South 81 degrees 19 minutes 22 seconds East 220.60 feet; thence South 89 degrees 43 minutes 06 seconds East 235.33 feet; thence North 81 degrees 29 minutes 45 seconds East 97.63 feet; thence North 08 degrees 30 minutes 15 seconds West 5.77 feet; thence North 81 degrees 29 minutes 45 seconds East 50.00 feet; thence North 80 degrees 48 minutes 02 seconds East 215.94 feet; thence North 88 degrees 01 minutes 57 seconds East 212.87 feet; thence North 89 degrees 30 minutes 51 seconds East 293.43 feet; thence South 69 degrees 27 minutes 24 seconds East 558.43 feet; thence South 26 degrees 34 minutes 50 seconds West 312.87 feet to a point on a curve concave southerly, the radius point of said curve being South 49 degrees 25 minutes 48 seconds West 178.00 feet from said point; thence westerly along said curve 209.03 feet to a point on said curve, said point being North 17 degrees 51 minutes 11 seconds West 178.00 feet from the radius point of said curve; thence South 72 degrees 08 minutes 49 seconds West 89.63 feet to a point on a curve concave westerly, the radius point of said curve being South 75 degrees 30 minutes 37 seconds West 375.00 feet from said point; thence southerly along said curve 162.18 feet to a point on said curve, said point being South 79 degrees 47 minutes 40 seconds East 375.00 feet from the radius point of said curve; thence South 10 degrees 17 minutes 21 seconds West 176.05 feet to the point of curvature of a curve concave northeasterly, the radius point of said curve being South 79 degrees 42 minutes 39 seconds East 25.00
feet from said point; thence southeasterly along said curve 45.13 feet to the point of tangency of said curve, said point being South 03 degrees 08 minutes 49 seconds East 25.00 feet from the radius point of said curve; thence North 86 degrees 51 minutes 11 seconds East 25.59 feet; thence South 03 degrees 08 minutes 49 seconds East 50.00 feet; thence South 13 degrees 25 minutes 48 seconds East 765.67 feet; thence South 03 degrees 05 minutes 48 seconds East 166.25 feet; thence South 00 degrees 28 minutes 13 seconds East 66.62 feet; thence South 89 degrees 31 minutes 47 seconds West 130.00 feet; thence South 00 degrees 28 minutes 13 seconds East 55.00 feet; thence South 89 degrees 31 minutes 47 seconds West 375.57 feet; thence South 77 degrees 17 minutes 12 seconds West 50.00 feet to a point on a curve concave westerly, the radius point of said curve being South 77 degrees 17 minutes 12 seconds West 675.00 feet from said point; thence northerly along said curve 17.03 feet to a point on said curve, said point being North 75 degrees 50 minutes 29 seconds East 675.00 feet from the radius point of said curve; thence South 75 degrees 50 minutes 29 seconds West 130.00 feet; thence North 19 degrees 25 minutes 12 seconds West 94.86 feet; thence North 30 degrees 08 minutes 38 seconds West 50.00 feet; thence North 59 degrees 51 minutes 22 seconds East 4.31 feet; thence North 32 degrees 45 minutes 48 seconds West 94.94 feet; thence North 57 degrees 14 minutes 12 seconds East 130.00 feet; thence North 32 degrees 45 minutes 48 seconds West 6.02 feet; thence North 57 degrees 14 minutes 12 seconds East 180.00 feet; thence North 32 degrees 45 minutes 48 seconds West 85.00 feet; thence North 31 degrees 38 minutes 37 seconds West 76.95 feet; thence North 20 degrees 56 minutes 56 seconds West 77.66 feet; thence North 07 degrees 34 minutes 59 seconds West 77.60 feet; thence North 01 degrees 29 minutes 25 seconds East 77.27 feet; thence North 02 degrees 36 minutes 44 seconds East 241.00 feet; thence North 87 degrees 23 minutes 16 seconds West 130.00 feet to a point on a curve concave easterly, the radius point of said curve being South 87 degrees 23 minutes 16 seconds East 275.00 feet from said point; thence northerly along said curve 32.97 feet to a point on said curve, said point being North 80 degrees 31 minutes 03 seconds West 275.00 feet from the radius point of said curve; thence North 80 degrees 31 minutes 03 seconds West 50.00 feet; thence North 87 degrees 23 minutes 16 seconds West 132.33 feet; thence North 02 degrees 36 minutes 44 seconds East 273.38 feet to a point on a curve concave northeasterly, the radius point of said curve being North 60 degrees 59 minutes 58 seconds East 525.00 feet from said point; thence northwesterly along said curve 16.36 feet to a point on said curve, said point being South 62 degrees 47 minutes 07 seconds West 525.00 feet from the radius point of said curve; thence North 27 degrees 12 minutes 52 seconds West 118.92 feet to the point of curvature of a curve concave easterly, the radius point of said curve being North 62 degrees 47 minutes 08 seconds East 525.00 feet from said point; thence northerly along said curve 153.19 feet to the point of tangency of said curve, said point being South 79 degrees 30 minutes 13 seconds West 525.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave southerly, the radius point of said curve being South 79 degrees 30 minutes 13 seconds West 25.00 feet from said point; thence northwesterly along said curve 37.97 feet to the point of tangency of said curve, said point being North 07 degrees 31 minutes 06 seconds West 25.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave northerly, the radius point of said curve being North 07 degrees 31 minutes 06 seconds West 1,725.00 feet from said point; thence westerly along said curve 491.57 feet to the point of tangency of said curve, said point being South 08 degrees 48 minutes 33 seconds West 1,725.00 feet from the radius point of said curve; thence South 08 degrees 48 minutes 33 seconds West 102.34 feet; thence South 00
degrees 17 minutes 26 seconds West 300.36 feet; thence South 03 degrees 59 minutes 45 seconds West 261.23 feet; thence South 89 degrees 33 minutes 54 seconds West 617.94 feet to the East line of aforesaid dedicated right-of-way; thence North 00 degrees 20 minutes 44 seconds East 1,347.58 feet along said East line to the place of beginning, containing 49.755 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

This subdivision consists of 79 lots numbered 72-150, (all inclusive) and 15 Common Areas labeled C.A. #9-C.A. #22 (all inclusive) and one Block labeled Block "A". The size of lots and width of streets are shown in feet and decimal parts thereof.

Cross-Reference is hereby made to a survey plat dated December 23, 2013, prepared by Stoepelwerth & Associates, recorded as Instrument Number 2013-075387 to Warranty, also to a limited warranty deed to Jackson’s Grant Real Estate Company, LLC, an Indiana limited liability company, dated September 26, 2014, recorded as Instrument Number 2014-043392 in the Office of the Recorder of Hamilton County, Indiana.
FIRST AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR JACKSON'S GRANT

TO PROVIDE FOR THE ADDITION OF

JACKSON'S GRANT, SECTION 1B

The undersigned, Jackson's Grant Real Estate Company, LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in Carmel, Hamilton County, Indiana known as Jackson's Grant on Williams Creek, Section 1A, as delineated on a plat thereof recorded as Instrument No. 2015064863 in Hamilton County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Master Declaration of Covenants, Conditions and Restrictions for Jackson's Grant dated December 17, 2015, (the "Declaration"), which Declaration was re-recorded as Instrument No.2016003779 in Hamilton County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing Jackson's Grant, Section 1B, a subdivision in Carmel, Hamilton County, Indiana consisting of sixty-seven (67) lots numbered 1 through 36 and 41 through 71, an area identified as Block "O" and eight (8) Common Areas numbered C.A. #1 through C.A. #8 (collectively, the "Subdivision"), which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto;

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration; and
WHEREAS, Otto N. Frenzel IV is the owner of the area identified as Block “O”, and desires to execute the Consent attached to this First Amendment for the purpose of subjecting Block “O” to the provisions of the Declaration, as hereinafter provided.

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit A of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

2. The existing home, garage and other improvements currently located on Block “O” and the installation of a black four (4) board horse fence along the property line thereof, have been approved by the Architectural Review Board (defined as the “ARB” under the Declaration). Further improvements to such property are subject to the approval of the ARB as provided in the Declaration taking into consideration the nature, appearance and functionality of the existing improvements. Block “O” shall be permitted to be further subdivided into not more than a total of four (4) Lots, to the extent permitted under the zoning ordinance, zoning commitments and/or planned until development statement for the Subdivision, with each new lot becoming subject to all provisions of the Declaration as a separately owned lot, including separate assessments and subject to the ARB approval requirement.

[ SIGNATURES FOLLOW ON NEXT PAGE ]
IN WITNESS WHEREOF, Jackson’s Grant Real Estate Company, LLC has caused this instrument to be executed by its duly authorized representative this 29th day of March, 2016.

Signed and acknowledged in the presence of:

Meg Ransford
Co-Captain

JACKSON’S GRANT REAL ESTATE COMPANY, LLC
an Indiana limited liability company
By: JG Development Company, LLC, its Manager

By: Lawrence M. Moon, Chief Operating Officer

STATE OF OHIO )
) SS:
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 29th day of March, 2016, by LAWRENCE M. MOON, Chief Operating Officer of JG Development Company, LLC, an Indiana limited liability company, Manager of JACKSON’S GRANT REAL ESTATE COMPANY, LLC, an Indiana limited liability company, on behalf of the company.

Meg Ransford, Notary Public

This instrument was prepared by: Lawrence M. Moon, 3150 Republic Blvd. N., Suite 3, Toledo, Ohio 43615.

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless otherwise required by law. Lawrence M. Moon.
OWNER CONSENT

Otto N. Frenzel IV, the Owner of Block "O" referenced above, hereby consents to the First Amendment to Master Declaration and agrees to and joins in this Declaration for the purpose of subjecting said real estate to the provisions set forth above.

IN WITNESS WHEREOF, Otto N. Frenzel IV has executed this First Amendment as of the day and year first set forth above.

[Signature]
Otto N. Frenzel IV

STATE OF INDIANA )
COUNTY OF HAMILTON ) SS:

Before me, a Notary Public in and for said County and State, personally appeared OTTO N. FRENZEL IV, who acknowledged the execution of the foregoing First Amendment, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 29th day of MARCH, 2016.

[Signature]
CANDI L. MCKINNIES-SHREEVE
Notary Public

Printed: CANDI L. MCKINNIES-SHREEVE
Resident of HAMILTON County
My commission expires: 02/07/2020
Exhibit A
(page 1 of 2)
LAND DESCRIPTION
Jackson's Grant, Section 1B

A part of the East Half of Section 34, Township 18 North, Range 3 East, Clay Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of the Southeast Quarter of aforesaid Section 34; thence South 00 degrees 20 minutes 13 seconds West 638.48 feet; thence North 89 degrees 39 minutes 47 seconds West 76.73 feet to a point on a curve concave northerly, the radius point of said curve being North 59 degrees 34 minutes 53 seconds West 50.00 feet from said point; thence westerly along said curve 88.37 feet to the point of tangency of said curve, said point being South 41 degrees 41 minutes 19 seconds West 50.00 feet from the radius point of said curve to a point on a curve concave southerly, the radius point of said curve being South 41 degrees 41 minutes 00 seconds West 50.00 feet from said point; thence westerly along said curve 36.14 feet to the point of tangency of said curve, said point being North 00 degrees 16 minutes 30 seconds East 50.00 feet from the radius point of said curve; thence North 89 degrees 43 minutes 09 seconds West 92.66 feet to a point on a curve concave northerly, the radius point of said curve being North 00 degrees 16 minutes 44 seconds East 2,025.00 feet from said point; thence westerly along said curve 197.40 feet to a point on said curve, said point being South 05 degrees 51 minutes 51 seconds West 2,025.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave southeasterly, the radius point of said curve being South 05 degrees 51 minutes 51 seconds West 25.00 feet from said point; thence southwesterly along said curve 41.20 feet to the point of tangency of said curve, said point being North 88 degrees 33 minutes 21 seconds West 25.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave easterly, the radius point of said curve being South 88 degrees 33 minutes 21 seconds East 2,475.00 feet from said point; thence southerly along said curve 166.39 feet to the point of tangency of said curve, said point being South 87 degrees 35 minutes 32 seconds West 2,475.00 feet from the radius point of said curve; thence South 87 degrees 35 minutes 32 seconds West 50.00 feet; thence South 88 degrees 11 minutes 25 seconds West 363.49 feet; thence North 86 degrees 44 minutes 39 seconds West 50.00 feet to a point on a curve concave westerly, the radius point of said curve being North 86 degrees 44 minutes 39 seconds West 1,475.00 feet from said point; thence southerly along said curve 19.68 feet to a point on said curve, said point being South 85 degrees 58 minutes 47 seconds East 1,475.00 feet from the radius point of said curve; thence North 85 degrees 03 minutes 26 seconds West 129.05 feet; thence South 88 degrees 11 minutes 25 seconds West 616.70 feet to the East line of Jackson's Grant, Section 1A, the plat of which is recorded as Instrument #2015064863, Plat Cabinet 5, Slide 438 in the office of the Recorder of Hamilton County, Indiana; thence along the bounds of said plat by the next eleven (11) courses: 1) North 00 degrees 28 minutes 13 seconds West 1.56 feet; 2) North 03 degrees 05 minutes 48 seconds
Exhibit A
(page 2 of 2)

LAND DESCRIPTION
Jackson’s Grant, Section 1B

West 166.25 feet; 3) North 13 degrees 25 minutes 48 seconds West 765.67 feet; 4) North 03 degrees 08 minutes 49 seconds West 50.00 feet; 5) South 86 degrees 51 minutes 11 seconds West 25.59 feet to the point of curvature of a curve concave northeasterly, the radius point of said curve being North 03 degrees 08 minutes 49 seconds West 25.00 feet from said point; 6) northwesterly along said curve 45.13 feet to the point of tangency of said curve, said point being North 79 degrees 42 minutes 39 seconds West 25.00 feet from the radius point of said curve; 7) North 10 degrees 17 minutes 21 seconds East 176.05 feet to the point of curvature of a curve concave westerly, the radius point of said curve being North 79 degrees 42 minutes 39 seconds West 375.00 feet from said point; 8) northerly along said curve 162.18 feet to the point of tangency of said curve, said point being North 75 degrees 30 minutes 37 seconds East 375.00 feet from the radius point of said curve; 9) North 72 degrees 08 minutes 49 seconds East 89.63 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 17 degrees 51 minutes 11 seconds East 178.00 feet from said point; 10) easterly along said curve 209.03 feet to the point of tangency of said curve, said point being North 49 degrees 25 minutes 48 seconds East 178.00 feet from the radius point of said curve; 11) North 26 degrees 34 minutes 50 seconds East 312.87 feet; thence South 69 degrees 27 minutes 24 seconds East 391.64 feet to a point on a curve concave easterly, the radius point of said curve being South 69 degrees 27 minutes 24 seconds East 650.00 feet from said point; thence southerly along said curve 61.03 feet to a point on said curve, said point being North 74 degrees 50 minutes 11 seconds West 650.00 feet from the radius point of said curve; thence South 74 degrees 50 minutes 11 seconds East 50.00 feet; thence South 81 degrees 04 minutes 10 seconds East 126.01 feet; thence North 27 degrees 46 minutes 47 seconds East 99.81 feet; thence South 62 degrees 13 minutes 13 seconds East 138.51 feet; thence South 83 degrees 28 minutes 54 seconds East 248.05 feet; thence South 78 degrees 29 minutes 54 seconds East 60.58 feet; thence South 74 degrees 26 minutes 42 seconds East 177.74 feet; thence South 87 degrees 35 minutes 42 seconds East 50.00 feet to a point on a curve concave westerly, the radius point of said curve being North 87 degrees 35 minutes 42 seconds West 525.00 feet from said point; thence southerly along said curve 30.73 feet to a point on said curve, said point being South 84 degrees 14 minutes 28 seconds East 525.00 feet from the radius point of said curve; thence South 79 degrees 40 minutes 46 seconds East 174.73 feet; thence South 89 degrees 46 minutes 46 seconds East 130.43 feet; thence South 00 degrees 13 minutes 14 seconds West 365.35 feet to the place of beginning, containing 54.7984 acres; more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

This subdivision consists of 67 lots numbered 1-36 and 41-71, (all inclusive), Block "O", and 8 Common Areas labeled C.A. #1-C.A. #8 (all inclusive). The size of lots and width of streets are shown in feet and decimal parts thereof.
SECOND AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR JACKSON’S GRANT

TO PROVIDE FOR THE ADDITION
OF
JACKSON’S GRANT, SECTION 3

The undersigned, Jackson’s Grant Real Estate Company, LLC, an Indiana limited liability company (hereinafter referred to as “Developer”), was the developer of a certain residential development in Carmel, Hamilton County, Indiana known as Jackson’s Grant on Williams Creek, Section 1A, as delineated on a plat thereof recorded as Instrument No. 2015064863 in Hamilton County, Indiana (the “Development”).

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Master Declaration of Covenants, Conditions and Restrictions for Jackson’s Grant dated December 17, 2015, (the “Declaration”), which Declaration was re-recorded as Instrument No. 2016003779 in Hamilton County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing Jackson’s Grant, Section 3, a subdivision in Carmel, Hamilton County, Indiana consisting of forty-eight (48) lots numbered 151 through 198 and two (2) Common Areas numbered C.A. #23 and C.A. #24 (collectively, the “Subdivision”), which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto;
WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration; and

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit A of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

[ SIGNATURES FOLLOW ON NEXT PAGE ]
IN WITNESS WHEREOF, Jackson’s Grant Real Estate Company, LLC has caused this instrument to be executed by its duly authorized representative this 14th day of June, 2017.

Signed and acknowledged in the presence of:

JACKSON’S GRANT REAL ESTATE COMPANY, LLC
an Indiana limited liability company
By: JG Development Company, LLC, its Manager

By: Douglas B. Wagner
Douglas B. Wagner, Senior Vice President

STATE OF INDIANA
)
COUNTY OF HAMILTON
)

The foregoing instrument was acknowledged before me this 14th day of June, 2017, by DOUGLAS B. WAGNER, Senior Vice President of JG Development Company, LLC, an Indiana limited liability company, Manager of JACKSON’S GRANT REAL ESTATE COMPANY, LLC, an Indiana limited liability company, on behalf of the company.

Candi L. McKinnies-Shreve
Notary Public, State of Indiana
Residing in Hamilton County
Comm#: 632844 – Expires 02/07/2020

This instrument was prepared by: Lawrence M. Moon, 3150 Republic Blvd. N., Suite 3, Toledo, Ohio 43615.

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless otherwise required by law. Lawrence M. Moon.
Exhibit A
(page 1 of 3)
LAND DESCRIPTION
JACKSON'S GRANT ON WILLIAMS CREEK, SECTION 3

A part of Section 34, Township 18 North, Range 3 East, Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 34; thence North 89 degrees 33 minutes 54 seconds East 45.00 feet along the South line of said Quarter-Quarter Section to the West line of Jackson's Grant on Williams Creek, Section 1A, the plat of which is recorded as Instrument No. 2015-064863, Plat Cabinet 5, Slide 438 in the Office of the Recorder, Hamilton County, Indiana; thence along the boundary of said Jackson's Grant on Williams Creek, Section 1A by the next thirty-five (35) courses: 1) South 00 degrees 20 minutes 44 seconds West 33.00 feet; 2) North 89 degrees 33 minutes 54 seconds East 617.94 feet to the POINT OF BEGINNING of this description; 3) North 03 degrees 59 minutes 45 seconds East 261.23 feet; 4) North 00 degrees 17 minutes 26 seconds East 300.36 feet; 5) North 08 degrees 48 minutes 33 seconds East 102.34 feet to a point on a curve concave northerly, the radius point of said curve being North 08 degrees 48 minutes 33 seconds East 1,725.00 feet from said point; 6) easterly along said curve 491.57 feet to the point of tangency of said curve, said point being South 07 degrees 31 minutes 06 seconds East 1,725.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave southwesterly, the radius point of said curve being South 07 degrees 31 minutes 06 seconds East 25.00 feet from said point; 7) southeasterly along said curve 37.97 feet to the point of tangency of said curve, said point being North 79 degrees 30 minutes 13 seconds East 25.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave easterly, the radius point of said curve being North 79 degrees 30 minutes 13 seconds East 525.00 feet from said point; 8) southerly along said curve 153.19 feet to the point of tangency of said curve, said point being South 62 degrees 47 minutes 08 seconds West 525.00 feet from the radius point of said curve; 9) South 27 degrees 12 minutes 52 seconds East 118.92 feet to a point on a curve concave northeasterly, the radius point of said curve being North 62 degrees 47 minutes 08 seconds East 525.00 feet from said point; 10) southeasterly along said curve 16.36 feet to the point of tangency of said curve, said point being South 60 degrees 59 minutes 59 seconds West 525.00 feet from the radius point of said curve; 11) South 02 degrees 36 minutes 44 seconds West 273.38 feet; 12) South 87 degrees 23 minutes 16 seconds East 132.33 feet; 13) South 80 degrees 31 minutes 03 seconds East 50.00 feet to a point on a curve concave Easterly, the radius point of said curve being South 80 degrees 31 minutes 03 seconds East 275.00 feet from said point; 14) Southerly along said curve 32.97 feet to a point on said curve, said point being North 87 degrees 23 minutes 16 seconds West 275.00 feet from the radius point of said curve; 15) South 87
degrees 23 minutes 16 seconds East 130.00 feet; 16) South 02 degrees 36 minutes 44 seconds West 241.00 feet; 17) South 01 degrees 29 minutes 25 seconds West 77.27 feet; 18) South 07 degrees 34 minutes 59 seconds East 77.60 feet; 19) South 20 degrees 56 minutes 56 seconds East 77.66 feet; 20) South 31 degrees 38 minutes 37 seconds East 76.95 feet; 21) South 32 degrees 45 minutes 48 seconds East 85.00 feet; 22) South 57 degrees 14 minutes 12 seconds West 180.00 feet; 23) South 32 degrees 45 minutes 48 seconds East 6.02 feet; 24) South 57 degrees 14 minutes 12 seconds West 130.00 feet; 25) South 32 degrees 45 minutes 48 seconds East 94.94 feet; 26) South 59 degrees 51 minutes 22 seconds West 4.31 feet; 27) South 30 degrees 08 minutes 38 seconds East 50.00 feet; 28) South 19 degrees 25 minutes 12 seconds East 94.86 feet; 29) North 75 degrees 50 minutes 29 seconds East 130.00 feet to a point on a curve concave Westerly, the radius point of said curve being South 75 degrees 50 minutes 29 seconds West 675.00 feet from said point; 30) Southerly along said curve 17.03 feet to a point on said curve, said point being North 77 degrees 17 minutes 12 seconds East 675.00 feet from the radius point of said curve; 31) North 77 degrees 17 minutes 12 seconds East 50.00 feet; 32) North 89 degrees 31 minutes 47 seconds East 375.57 feet; 33) North 00 degrees 28 minutes 13 seconds West 55.00 feet; 34) North 89 degrees 31 minutes 47 seconds East 130.00 feet; 35) North 00 degrees 28 minutes 13 seconds West 66.62 feet to the Southwest corner of Jackson's Grant on Williams Creek, Section 1B, the plat of which is recorded as Instrument No. 2016-014833, Plat Cabinet 5, Slide 475 in said Recorder's Office; thence North 88 degrees 11 minutes 25 seconds East 187.97 feet along the South line of said Section 1B; thence South 39 degrees 12 minutes 15 seconds East 131.97 feet; thence South 73 degrees 43 minutes 46 seconds East 125.35 feet; thence South 24 degrees 54 minutes 58 seconds East 38.68 feet; thence South 20 degrees 41 minutes 29 seconds West 58.61 feet; thence South 59 degrees 33 minutes 38 seconds East 34.08 feet; thence North 55 degrees 52 minutes 29 seconds East 50.12 feet; thence South 42 degrees 16 minutes 23 seconds East 22.86 feet; thence South 29 degrees 11 minutes 29 seconds West 64.63 feet; thence South 54 degrees 48 minutes 55 seconds West 143.72 feet; thence South 35 degrees 48 minutes 08 seconds West 179.97 feet; thence South 16 degrees 45 minutes 27 seconds West 74.39 feet; thence South 23 degrees 48 minutes 11 seconds West 42.36 feet to a point on a curve concave easterly, the radius point of said curve being South 66 degrees 11 minutes 49 seconds East 65.83 feet from said point; thence southerly along said curve 39.58 feet to the point of tangency of said curve, said point being South 79 degrees 21 minutes 09 seconds West 65.83 feet from the radius point of said curve; thence South 10 degrees 38 minutes 51 seconds East 17.03 feet to a point on a curve concave northeasterly, the radius point of said curve being North 79 degrees 21 minutes 05 seconds East 27.07 feet from said point; thence southeasterly along said curve 49.75 feet to the point of tangency of said curve, said point being South 25 degrees 56 minutes 15 seconds East 27.07 feet from the radius point of said curve; thence
Exhibit A
(page 3 of 3)
LAND DESCRIPTION
JACKSON'S GRANT ON WILLIAMS CREEK, SECTION 3

North 64 degrees 03 minutes 45 seconds East 59.71 feet to a point on a curve concave southwesterly, the radius point of said curve being South 25 degrees 56 minutes 14 seconds East 31.50 feet from said point; thence southeasterly along said curve 72.74 feet to the point of tangency of said curve, said point being South 73 degrees 37 minutes 04 seconds East 31.50 feet from the radius point of said curve; thence South 16 degrees 22 minutes 56 seconds West 39.35 feet; thence South 42 degrees 20 minutes 12 seconds West 67.46 feet; thence South 89 degrees 31 minutes 47 seconds West 1,213.21 feet to the West line of the Southeast Quarter of said Section 34; thence North 00 degrees 26 minutes 59 seconds East 945.93 feet along said West line; thence North 44 degrees 59 minutes 34 seconds West 926.14 feet to the POINT OF BEGINNING, containing 41.136 acres, more or less.

This subdivision consists of 48 lots numbered 151-198 (all inclusive) and 2 Common Areas labeled C.A.#23 & C.A. #24 (both inclusive).
THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR JACKSON'S GRANT TO PROVIDE FOR THE ADDITION OF JACKSON'S GRANT, SECTION 5 (STABLESIDE, SECTION 2)

RECITALS

A. The undersigned, Jackson's Grant Real Estate Company, LLC, an Indiana limited liability company (the "Developer"), was the developer of a certain residential development in Carmel, Hamilton County, Indiana known as Jackson's Grant on Williams Creek, Section 1A, as delineated on a plat thereof recorded as Instrument No. 2015064863 in Hamilton County, Indiana, which has been further expanded to include additional Sections (the "Subdivision").

B. Developer imposed certain restrictions, covenants and conditions upon the Subdivision pursuant to the terms and conditions of a certain Master Declaration of Covenants, Conditions and Restrictions for Jackson's Grant dated December 17, 2015 (the "Declaration"), which Declaration was re-recorded as Instrument No. 2016003779 in Hamilton County, Indiana.

C. Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Subdivision from the Expansion Property as described in the Declaration.

D. Developer is developing Jackson's Grant, Section 5, a subdivision in Carmel, Hamilton County, Indiana consisting of forty (40) lots numbered 240 through 279, and three (3) Common Areas numbered C.A. #27 through C.A. #29, known as the Second Section of the Stableside Neighborhood referenced in Section 1.29 of the Declaration (the "Section 5 Neighborhood") pursuant to the Plat recorded as Instrument No. 2017054815 (the "Section 5 Plat").

E. The real estate upon which the Section 5 Neighborhood is being developed is described in Exhibit A attached hereto.

F. Developer desires to amend the Declaration to add the Section 5 Neighborhood to the Subdivision and to subject the Section 5 Neighborhood to the terms, conditions and restrictions contained in the original Declaration.

G. All capitalized terms used herein shall have the meanings ascribed to them in the Declaration.
DECLARATION

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Section 5 Neighborhood to, and imposes upon the Section 5 Neighborhood, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Section 5 Neighborhood had been included in the Declaration and described in Exhibit A of the Declaration as part of the Subdivision. All owners of Lots within the Section 5 Neighborhood shall become members of the Association created pursuant to Article 3 of the Declaration.

2. The area within common area No. 29 marked as the lot 248 E.A.E. (equipment access easement) on the Plat shall be a nonexclusive easement for the benefit of lot 248 to permit an access route for the transportation of such lot owner's lawn equipment in a northerly direction along the top of the bank behind lots 247 through 244 to a dirt access road which runs in a southwesterly direction down to the stream below providing access to the westerly portion of lot 248 for the purpose of maintaining the western portion of lot 248 which is below the home located on the east portion of lot 248 for which there is no direct access due to the steep embankment west of the home on lot 248.

IN WITNESS WHEREOF, Jackson's Grant Real Estate Company, LLC has caused this instrument to be executed by its duly authorized representative this ___ day of _______, 2017.

JACKSON'S GRANT REAL ESTATE COMPANY,
LLC, an Indiana limited liability company
By: JG Development Company, LLC, its Manager

By: ________________________________
Lawrence M. Moon, Chief Operating Officer

ELIZABETH FRENZEL CASALINI

By: ________________________________
Owner Lot 248

KD, Restrictions - Jackson's Grant - Supplement (Jackson's Grant Sec. 5, Stableside Sec. 2) - DRAFT 10-25-17
The foregoing instrument was acknowledged before me this 26th day of October, 2017, by LAWRENCE M. MOON, Chief Operating Officer of JG Development Company, LLC, an Indiana limited liability company, Manager of JACKSON'S GRANT REAL ESTATE COMPANY, LLC, an Indiana limited liability company, on behalf of the company.

CLAUDIA WITKOWSKI
Notary Public
Printed: CLAUDIA WITKOWSKI
County of Residence: Wood
My Commission Expires: 6-28-2021

The foregoing instrument was acknowledged before me this 31st day of October, 2017, by ELIZABETH FRENZEL CASALINI, Owner of Lot 248 in Jackson's Grant Section 5 (Stableside Section 2).

Peggy Pfau
Notary Public
Printed: Peggy Pfau
County of Residence: Marion
My Commission Expires: 11/15/2025

This instrument prepared by Christopher D. Long, Krieg DeVault LLP, One Indiana Square, Suite 2800, Indianapolis, Indiana 46204.
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless otherwise required by law. Christopher D. Long.
EXHIBIT A

JACKSON'S GRANT
SECTION 5

Part of the Southeast Quarter of Section 34, Township 18 North, Range 3 East, Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southeast corner of the Southeast Quarter of said Section 34; thence North 00 degrees 20 minutes 13 seconds East along the East line of said Southeast Quarter 977.77 feet to the POINT OF BEGINNING of this description; thence North 89 degrees 39 minutes 47 seconds West 1,070.69 feet; thence South 89 degrees 31 minutes 51 seconds West 24.13 feet; thence South 89 degrees 31 minutes 47 seconds West 351.66 feet; thence North 42 degrees 20 minutes 12 seconds East 67.46 feet; thence North 16 degrees 22 minutes 56 seconds East 39.35 feet to the point of curvature of a curve concave southwesterly, the radius point of said curve being North 73 degrees 37 minutes 04 seconds West 31.50 feet from said point; thence northwesterly along said curve 72.74 feet to the point of tangency of said curve, said point being North 25 degrees 56 minutes 14 seconds West 31.50 feet from the radius point of said curve; thence South 64 degrees 03 minutes 45 seconds West 59.71 feet to the point of curvature of a curve concave northeasterly, the radius point of said curve being North 25 degrees 56 minutes 15 seconds West 27.07 feet from said point; thence northwesterly along said curve 49.75 feet to the point of tangency of said curve, said point being South 79 degrees 21 minutes 05 seconds West 27.07 feet from the radius point of said curve; thence North 10 degrees 38 minutes 51 seconds West 17.03 feet to the point of curvature of a curve concave easterly, the radius point of said curve being North 79 degrees 21 minutes 09 seconds East 65.83 feet from said point; thence northerly along said curve 39.58 feet to the point of tangency of said curve, said point being North 66 degrees 11 minutes 49 seconds West 65.83 feet from the radius point of said curve; thence North 23 degrees 48 minutes 11 seconds East 42.36 feet; thence North 16 degrees 45 minutes 27 seconds East 74.39 feet; thence North 35 degrees 48 minutes 08 seconds East 179.97 feet; thence North 54 degrees 48 minutes 55 seconds East 143.72 feet; thence North 29 degrees 11 minutes 29 seconds East 64.63 feet; thence North 42 degrees 16 minutes 23 seconds West 22.86 feet; thence South 55 degrees 52 minutes 29 seconds West 50.12 feet; thence North 59 degrees 33 minutes 38 seconds West 34.08 feet; thence North 20 degrees 41 minutes 29 seconds East 58.61 feet; thence North 24 degrees 54 minutes 58 seconds West 38.68 feet; thence North 73 degrees 43 minutes 46 seconds West 125.35 feet; thence North 39 degrees 12 minutes 15 seconds West 131.97 feet to a point on the boundary of Jackson's Grant On Williams Creek, Section 1B, recorded as Instr. 82016-014831, Plat Cabinet #5, Slide #475, in the Office of the Recorder for Hamilton County, Indiana; the following six (6) courses are along the boundary of said Jackson's Grant On Williams Creek, Section 1B; (1) North 88 degrees 20 minutes 06 seconds East 428.70 feet; (2) South 85 degrees 03 minutes 26 seconds East 129.05 feet to a point on a curve concave westerly, the radius point of said curve being North 85 degrees 58 minutes 48 seconds West 1,475.00 feet from said point; (3) northerly along said curve 19.68 feet to the point of tangency of said curve, said point being South 86 degrees 44 minutes 39 seconds East 1,475.00 feet from the radius point of said curve; (4) South 86 degrees 44 minutes 39 seconds East 50.00 feet; (5) North 88 degrees 11 minutes 25 seconds East 363.49 feet; (6) North 87 degrees 35 minutes 32 seconds East 50.00 feet to a point on the boundary of The Hamlet at
Jackson's Grant, Section 1, recorded as Instr.#2017040894, Plat Cabinet #5, Slide #715, in the Office of the Recorder for Hamilton County, Indiana, said point also being a point on a curve concave easterly, the radius point of said curve being North 87 degrees 35 minutes 32 seconds East 2,475.00 feet from said point; thence southerly along the boundary of said The Hamlet at Jackson's Grant, Section 1 and along said curve 319.09 feet to a point on said curve, said point being South 80 degrees 12 minutes 20 seconds West 2,475.00 feet from the radius point of said curve; thence continuing southerly along said curve 113.93 feet to the point of tangency of said curve, said point being South 77 degrees 34 minutes 05 seconds West 2,475.00 feet from the radius point of said curve; thence South 12 degrees 25 minutes 55 seconds East 314.73 feet to the point of curvature of a curve concave northeasterly, the radius point of said curve being North 77 degrees 34 minutes 05 seconds East 25.00 feet from said point; thence southeasterly along said curve 37.56 feet to the point of tangency of said curve, said point being South 08 degrees 30 minutes 31 seconds East 25.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave southerly, the radius point of said curve being South 08 degrees 30 minutes 31 seconds East 525.00 feet from said point; thence easterly along said curve 81.05 feet to the point of tangency of said curve, said point being North 00 degrees 20 minutes 13 seconds East 525.00 feet from the radius point of said curve; thence South 89 degrees 39 minutes 47 seconds East 183.33 feet; thence North 45 degrees 20 minutes 13 seconds East 43.39 feet; thence North 00 degrees 20 minutes 13 seconds East 240.50 feet to a point on the boundary of the aforesaid The Hamlet at Jackson's Grant, Section 1; thence continuing North 00 degrees 20 minutes 13 seconds East along said boundary 658.63 feet; thence South 89 degrees 39 minutes 47 seconds East 50.00 feet to a point on the aforesaid East line; thence South 00 degrees 20 minutes 13 seconds West along said East line 1,015.49 feet to the place of beginning, containing 20.059 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.