INSTR. #9448496

This Instrument Recorded NOV 28 1994
Sharon K. Cherry, Recorder, Hamilton County, IN

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94 NOV 28 AM 8:57
SHARON K. CHERRY
RECORDER
HAMILTON CO. IN

DECLARATION OF COVENANTS
AND RESTRICTIONS
FOR LAKE STONEBRIDGE

This Declaration (hereinafter referred to as "the Declaration" or "this Declaration") is made this 28th day of November, 1994, by Land Innovators Company, an Indiana Limited Partnership (hereinafter referred to as "Declarant");

Declarant is the owner of or makes this Declaration with the consent of the owners of real estate in Hamilton County, Indiana, which is more particularly described in "Exhibit A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Real Estate");

Declarant previously recorded the Declaration of Covenants and Restrictions for The Legends at Geist in the Office of the Recorder of Hamilton County, Indiana as Instrument Number 9251016, which instrument created a community of neighborhoods known collectively as "The Legends at Geist" and which instrument encumbered the Real Estate;

Declarant reserved the right to supplement the Declaration of Covenants and Restrictions for The Legends at Geist with additional restrictions and obligations on the Real Estate;

Declarant desires and intends to create on the Real Estate a neighborhood as defined in the Declaration of Covenants and Restrictions for The Legends at Geist with private and public streets, landscaped areas, open spaces, lakes and/or ponds and common areas and amenities for the benefit of such residential neighborhood, which neighborhood shall be known as "Lake Stonebridge";

Declarant desires to provide for the preservation and enhancement of the values and amenities in such neighborhood and the common areas therein contained, and, to this end,

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Declarant desires to subject the Real Estate to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the Real Estate and each owner of all or part thereof;

Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which shall be delegated and assigned the powers of owning, maintaining and administering any common areas located on the Real Estate, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, and promoting the health, safety and welfare of the owners of the Real Estate, and all parts thereof;

Declarant has caused, or will cause, to be incorporated under the laws of the State of Indiana a not-for-profit corporation under the name "The Lake Stonebridge Property Owners Association, Inc.", or a similar name, as such agency for the purpose of exercising such functions;

Declarant hereby declares that the Real Estate and any additional real estate which is hereafter made subject to this Declaration by Supplemental Declaration (as defined in Declaration of Covenants and Restrictions for The Legends at Geist) is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to

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be in furtherance of a plan for preservation and enhancement of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and of each of the Lots situated therein.

This Declaration does not and is not intended to create a condominium within the meaning of the Indiana Horizontal Property Law, Indiana Code §32-1-6-1, et seq.

ARTICLE I

Definitions

The definitions contained in the Declaration of Covenants and Restrictions for The Legends at Geist are hereby incorporated by reference. Additional definitions are hereby adopted as follows:

Any conflicts and ambiguities in terms defined in the Declaration of Covenants and Restrictions for The Legends at Geist shall be resolved in favor of the definition of this Declaration.

ARTICLE II

Declaration of Restriction and Statement of Property Rights

Section 1. Declaration. Declarant hereby expressly declares that the Real Estate shall be held, transferred and occupied subject to these Restrictions. The Owners of any Lot subject to theses Restrictions, and all other Persons, (i) by acceptance of a deed from Declarant, or its successors, conveying title thereto, or the execution of a contract for the

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purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall conclusively be deemed to have accepted such deed, executed such contract and undertaken such occupancy subject to each Restriction and agreement herein contained. By acceptance of such deed, or execution of such contract, or undertaking such occupancy, each Owner and all other Persons acknowledge the rights and powers of Declarant, the Committee and of the Corporation with respect to these Restrictions, and also, for itself, its heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Declarant, the Committee, the Corporation, and the Owners and Subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreement.

Section 2. Property Rights. Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, subject to:

(a) this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association;

(b) the right of the Association to limit the number of guests who may use any recreational facilities within the Common Area, and to adopt rules regulating the use and enjoyment of the Common Area;

(c) the right of the Association to suspend the right of an Owner to use recreational facilities within the Common Area (i) for any period during which any charge against such Owner's Lot remains delinquent, and (ii) for a period in accordance with the rules and regulations promulgated by the Board of Directors of the Association for violations of the Declaration, By-Laws, or rules of the Association after notice and a hearing pursuant to the By-Laws;

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(d) the right of the Association to dedicate or transfer all or any part of the Common Area pursuant to these Covenants and Restrictions;

(e) the right of the Association to impose reasonable membership requirements and charge reasonable admission or other fees for the use of any recreational facility situated upon the Common Area;

(f) the right of the Association to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(g) the rights of certain Owners to the exclusive use of portions of the Common Areas, designated Exclusive Common Areas, as more particularly described in Section 3 below.

Section 3. Exclusive Common Areas. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and occupants of Lots within Lake Stonebridge. By way of illustration and not limitation, Exclusive Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs. lakes and other portions of the Common Area within a particular Neighborhood or Neighborhoods, or private driveways serving more than one Lot. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed as a Neighborhood Assessment against the Owners of those Lots to which the Exclusive Common Areas are assigned.

Initially, any Exclusive Common Area shall be designated as such and the exclusive use thereof shall be assigned in the deed by which the Declarant conveys the Common Areas to the Association or on the plat of survey relating to such Common Area; provided, any such assignment shall not preclude the Declarant from later assigning use of the same

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Exclusive Common Area to additional Lots and/or Neighborhoods, so long as the Declarant has a right to subject additional property to this Declaration pursuant to the Declaration of Covenants and Restrictions for The Legends at Geist. Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area of a particular Neighborhood or Neighborhoods and Exclusive Common Area may be reassigned upon the vote of Voting Members representing a majority of the total Class "A" votes in The Legends at Geist Property Owners Association, including a majority of the Class "A" votes within the Neighborhood(s) to which the Exclusive Common Areas are assigned, if applicable, and within the Neighborhood(s) to which the Exclusive Common Areas are to be assigned. As long as the Declarant owns any property described on Exhibits "A" or "B" for development and/or sale, any such assignment or reassignment shall also require the consent of the Declarant.

The Association may, upon approval of a majority of the members of the Neighborhood Committee or Board of Directors of the Neighborhood Association for the Neighborhood(s) to which certain Exclusive Common Areas are assigned, permit Owners of Units in other Neighborhoods to use all or a portion of such Exclusive Common Areas upon payment of reasonable user fees, which fees shall be used to offset the Neighborhood Expenses attributable to such Exclusive Common Areas.

Section 4. Golf Course. Access to the Golf Course, if any, within or adjacent to Lake Stonebridge is strictly subject to the terms, conditions, rules and procedures established

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by the Owner(s) of the Golf Course. No Owner or occupant gains any right to enter, to use, or to require the continued existence or operation of the Golf Course by virtue of ownership or occupancy of a Lot.

ARTICLE III

Annexation and Withdrawal of Property

Section 1. Annexation Without Approval of Class "A" Membership. Declarant shall have the unilateral right, privilege, and option, from time-to-time at any time until all property described on Exhibit "B" has been subjected to this Declaration or December 31, 2012, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B", attached hereto. Such annexation shall be accomplished by filing in the public records of Hamilton County, Indiana, a Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the consent of Voting Members, but shall require the consent of the Owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein Declarant shall have the unilateral right to transfer to any other Person the right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be an affiliate of the Declarant or the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

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DECLARANT

Land Innovators Company

By _____
Robert N. Thompson, General Partner

STATE OF INDIANA)
)SS: 315-59-1929
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Robert N. Thompson, General Partner of Land Innovators Company, who acknowledged execution of the foregoing Declaration of Covenants and Restrictions for Lake Stonebridge, and who, having been duly sworn, stated that the representations therein contained are true, and further affirmed his authority for and on behalf of Land Innovators Company to execute said Declaration of Covenants and Restrictions for Lake Stonebridge.

Witness my hand and Notarial Seal this 22nd day of November, 1994.

_____
David M. Crytzer
Notary Public

My commission expires:
June 23, 1997

Resident of Hamilton County

This instrument prepared by Douglas B. Floyd, Attorney at Law, 970 Logan Street, Noblesville, Indiana 46060

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EXHIBIT "A"

LAND DESCRIPTION

Part of the Northwest Quarter of Section 4, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence North 88 degrees 44 minutes 42 seconds East (an assumed bearing) along the North line of said Northwest Quarter, a distance of 375.45 feet to the POINT OF BEGINNING;
thence continue North 88 degrees 44 minutes 42 seconds East along said North line 1274.90 feet;
thence South 01 degrees 15 minutes 18 seconds East 50.00 feet;
thence South 88 degrees 44 minutes 42 seconds West parallel with the North line of said Northwest Quarter a distance of 229.04 feet to a non-tangent curve, from which the radius point bears South 01 degrees 15 minutes 18 seconds East;
thence Easterly, Southeasterly and Southerly along said curve an arc distance of 132.54 feet to a point from which the radius point bears North 80 degrees 00 minutes 00 seconds West, said curve having a radius of 75.00 feet;
thence South 10 degrees 00 minutes 00 seconds West 45.27 feet to a tangent curve to the right, from which the radius point bears North 80 degrees 00 minutes 00 seconds West;
thence Southerly, Southwesterly and Westerly along said curve an arc distance of 143.99 feet to a point from which the radius point bears North 30 degrees 00 minutes 00 seconds East, said curve having a radius of 75.00 feet;
thence North 60 degrees 00 minutes 00 seconds West 10.65 feet to a tangent curve to the left, from which the radius point bears South 30 degrees 00 minutes 00 seconds West;
thence Westerly along said curve an arc distance of 311.54 feet to a point from which the radius point bears South 12 degrees 00 minutes 00 seconds East, said curve having a radius of 425.00 feet;
thence South 78 degrees 00 minutes 00 seconds West 297.26 feet;
thence South 12 degrees 00 minutes 00 seconds East 130.00 feet;
thence South 78 degrees 00 minutes 00 seconds West 60.00 feet;
thence North 12 degrees 00 minutes 00 seconds West 130.00 feet;
thence South 78 degrees 00 minutes 00 seconds West 113.68 feet to a tangent curve to the left, from which the radius point bears South 12 degrees 00 minute 00 seconds East;
thence Southwesterly along said curve an arc distance of 249.58 feet to a point from which the radius point bears South 64 degrees 00 minutes 00 seconds East, said curve having a radius of 275.00 feet;
thence South 26 degrees 00 minutes 00 seconds West 117.47 feet;
thence North 64 degrees 00 minutes 00 seconds West 50.00 feet;
thence North 26 degrees 00 minutes 00 seconds East 117.47 feet to a tangent curve to the right, from which the radius point bears South 64 degrees 00 minutes 00 seconds East;
thence Northeasterly along said curve an arc distance of 231.99 feet to a point from which the radius point bears South 23 degrees 06 minutes 05 seconds East, said curve having a radius of 325.00 feet;
thence North 51 degrees 35 minutes 09 seconds West 203.61 feet;
thence North 01 degrees 15 minutes 18 seconds West 100.00 feet to the point of beginning and containing 5.973 acres more or less.

I, the undersigned hereby certify that above description to be true and correct to the best of my knowledge and belief.

WITNESS my hand and Registered Land Surveyor's Seal this 17TH day of Oct., 1994.

This Instrument Recorded NOV 28 1994
Sharon L. Cleary, Recorder, Hamilton County, IN

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INSTR. # 9552046

Original

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LAKE STONEBRIDGE HOMEOWNERS ASSOCIATION, INC.
An Indiana Non-Profit Corporation

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, AND BY-LAWS

This Declaration (hereinafter referred to as "the Declaration" or "this Declaration" is made this 15 day of September, 1995, by Land Innovators Company, an Indiana Limited Partnership (hereinafter referred to as "Declarant"); WHEREAS:

This Declaration, upon the consent of the Owners of the Lots already deeded from the Declarant, shall replace the Declarations filed on November 28, 1994 as Instrument No. 94-48496 and June 1, 1995 as Instrument No. 95-37187, such that all of the Lake Stonebridge subdivision will be subject to a single Declaration.

Declarant is the owner of or makes this Declaration with the consent of the owners of real estate in Hamilton County, Indiana which is more particularly described in "Exhibit A" attached hereto and incorporated herein by referenced (hereinafter referred to as the "Real Estate");

Declarant recorded the Declaration of Covenants and Restrictions for The Legends at Geist in the Office of the Recorder of Hamilton County, Indiana on December 22, 1992 as Instrument Number 92-51016, which instrument created a community of neighborhoods known collectively as "The Legends at Geist" and which instrument encumbered the Real Estate;

Declarant reserved the right to supplement the Declaration of Covenants and Restrictions for The Legends at Geist with additional restrictions and obligations on the Real Estate;

Declarant desires and intends to create on the Real Estate a neighborhood as defined in the Declaration of Covenants and Restrictions for The Legends at Geist with private and public streets, landscaped areas, open spaces, lakes and/or ponds and common areas and amenities for the benefit of such residential neighborhood, which neighborhood shall be known as "Lake Stonebridge";

Declarant desires to provide for the preservation and enhancement of the values and amenities in the Lake Stonebridge neighborhood and the common areas therein contained, and, to this end, Declarant desires to subject the Real Estate to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the Real Estate and each owner of all or part thereof;

Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which shall be delegated and assigned the powers of owning, maintaining and administering any common areas located on the Real Estate, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, and promoting the health, safety and welfare of the owners of the Real Estate, and all parts thereof;

Declarant has caused, or will cause, to be incorporated under the laws of the State of Indiana a non-profit corporation under the name "The Lake Stonebridge Homeowners Association, Inc.", or a similar name, as such agency for the purpose of exercising such functions;

Declarant hereby declares that the Real Estate and any additional real estate which is hereafter made subject to this Declaration by Supplemental Declaration (as defined in Declaration of Covenants and Restrictions for The Legends at Geist) is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and of each of the Lots situated therein.

This Declaration does not and is not intended to create a condominium within the meaning of the Indiana Horizontal Property Law, Indiana Code 532 1-6-1, et seq.

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ARTICLE I
DECLARATION OF RESTRICTION AND STATEMENT OF PROPERTY RIGHTS, MEMBERSHIP, FUNCTIONS OF THE CORPORATION, DEFINITIONS

Section 1.1 Declaration. Declarant hereby expressly declares that the Real Estate shall be held, transferred and occupied subject to these Restrictions. The Owners of any Lot subject to these Restrictions, and all other Persons, (i) by acceptance of a deed from Declarant, or its successors, conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall conclusively be deemed to have accepted such deed, executed such contract and undertaken such occupancy subject to each Restriction and agreement herein contained. By acceptance of such deed, or execution of such contract, or undertaking such occupancy, each Owner and all other Persons acknowledge the rights and powers of Declarant, the Committee and of the Corporation with respect to these Restrictions, and also, for itself, its heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Declarant, the Committee, the Corporation, and the Owners and Subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreement.

Section 1.2 Incorporation of Declaration for Legends at Geist. The Declaration of Covenants and Restrictions for The Legends at Geist, recorded in the Office of the Recorder of Hamilton County, Indiana on December 22, 1992 as Instrument Number 92-51016, is hereby incorporated into this Declaration for Lake Stonebridge by reference to the extent that its terms are not in conflict with the terms and conditions of this Declaration or in conflict with the Plat Covenants

Section 1.3 Property Rights. Every Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, subject to:

(a) this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association;

(b) the right of the Association to limit the number of guests who may use any recreational facilities within the Common Area, and to adopt rules regulating the use and enjoyment of the Common Area;

(c) the right of the Association to suspend the right of an Owner to use recreational facilities within the Common Area (i) for any period during which any charge against such Owner's Lot remains delinquent, and (ii) for a period in accordance with the rules and regulations promulgated by the Board of Directors of the Association for violations of the Declaration and By-Laws or rules of the Association after notice and a hearing pursuant to the By-Laws herein;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area pursuant to these Covenants and Restrictions; and

(e) the right of the Association to impose reasonable membership requirements and charge reasonable admission or other fees for the use of any recreational facility situated upon the Common Area.

SECTION 1.4 Functions. The Corporation has been formed for the purpose of maintaining the value and appearance of the Lake Stonebridge subdivision; providing for the maintenance, repair, upkeep, replacement, administration, operation and ownership of the Common Areas; enforcement of the covenants and Architectural Design and Environmental Control of the subdivision for the mutual benefit of all Owners; to pay taxes assessed against and payable with respect to the Common Areas; to pay any other necessary expenses and costs in connection with the Association; and to perform such other functions as may be designated under this Declaration.

SECTION 1.5 Membership in Corporation. Each Owner of a Lot shall, automatically upon becoming an Owner, be and become a Member of the Corporation and shall remain a Member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and will be transferred to the new Owner of such Lot.

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SECTION 1.6 Membership in Legends at Geist Homeowners Association. Each Owner of a Lot shall also automatically be a member of the Legends at Geist Homeowners Association and shall be subject to the terms, conditions, and restrictions of the Declaration for the Legends at Geist, which is incorporated herein. Each Owner shall also be subject to, and responsible for, all annual and special assessments duly established for Lot Owners of the Legends at Geist.

SECTION 1.7 Definitions. The definitions contained in the Declaration of Covenants and Restrictions for The Legends at Geist are hereby incorporated by reference. Additional definitions, specific to this Declaration, are as follows:

A. "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Lake Stonebridge Homeowners Association, Inc., as hereinafter defined. The Articles of Incorporation are incorporated herein by reference.

B. "Common Area" means the ground designated as "Block" or as "Common Area" upon the Final Plat of the Lake Stonebridge Subdivision. The Common Areas of this Subdivision shall be subject to easements for drainage and utilities, as further described and defined herein and in the Plat Covenants.

C. "Common Expense" means expenses for administration of the Corporation, and expenses for the upkeep, maintenance, repair and replacement of the Common Area, and all sums lawfully assessed against the Members of the Corporation. Common Expense shall include all expenses of landscaping and maintaining the individual lots and painting or staining the exterior surfaces of homes and decks of private homes on the individual lots as defined herein.

D. "Corporation" means Lake Stonebridge Homeowners Association, Inc., its successors and assigns, a non-profit corporation, whose members shall be the Owners of Lots in the Lake Stonebridge Subdivision. The terms "Corporation" and "Association" may be used interchangeably to refer to the Lake Stonebridge Homeowners Association, Inc.

E. "Declarant" means Land Innovators Company, an Indiana Limited Partnership, or its successors and assigns, as developer of the Lake Stonebridge subdivision. The terms "Declarant" and "Developer" may be used interchangeably.

F. "Lot" means each Lot identified in the preliminary layout of the Lake Stonebridge subdivision, which is attached hereto as Exhibit "B" and incorporated herein.

G. "Mortgagee" means the holder of a first mortgage lien on a lot.

H. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple title to a Lot.

I. "Tract" means the entire Lake Stonebridge Subdivision as defined as Exhibit "A" and as demonstrated by the preliminary layout attached as Exhibit "B", as supplemented or altered as defined in this Declaration or in the Legends at Geist Declaration.

ARTICLE II. OWNERSHIP AND USE OF THE COMMON AREAS

SECTION 2.1 Ownership. The Common Area shall be owned by the Corporation, and shall be held for the use and enjoyment of the Members, which right shall pass with title to every Lot, subject to the provisions of this Declaration.

SECTION 2.2 Easement for Utilities and Public and Quasi Public Vehicles. All public and quasi public vehicles including, but not limited to, police, fire and other emergency vehicles, public works, trash and garbage collection, post office vehicles and privately owned delivery vehicles shall have the right to enter upon the Common Areas and the designated easements in the Tract in the performance of their duties. An easement is also granted to all utilities and their agents for ingress, egress, installation, replacement, repairing and maintaining of such utilities, including but not limited to water, sewers, gas, telephone, electricity and cable television on the Tract; provided, however, nothing herein shall permit the installation of sewers,

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electric lines, water lines or other utilities, except as initially designed and approved on the Plat or as thereafter may be approved by the Board of Directors.

SECTION 2.3 Easement for Association. An easement is also granted to the Corporation, its officers, agents and employees and to any management company selected by the Corporation to enter in or to cross over the Common Areas and Easements to perform its duties.

SECTION 2.4 Water Retention Lake. One or more water retention areas, identified as a Lake, or as a part of a "Block", shall be a part of the Common Area of the Association. Such Retention Lakes shall be for the purpose of accepting and storing storm water and drainage from the Tract and surrounding areas. Neither the Declarant nor the Association shall be responsible for assuring or maintaining any minimum or maximum level of water in such areas. The Association, through its Board of Directors, in conjunction with the Legends at Geist Homeowners Association, shall be obligated to maintain the Lakes and shall control access and recreational use thereof.

Section 2.5. Golf Course. Access to the Golf Course, if any, within or adjacent to Lake Stonebridge is strictly subject to the terms, conditions, rules and procedures established by the Owner(s) of the Golf Course. No Owner or occupant gains any right to enter, to use, or to require the continued existence or operation of the Golf Course by virtue of ownership or occupancy of a Lot.

Also, all Owners, occupants, invitees and others upon or within the Lake Stonebridge subdivision are advised that the sixth (6th) hole of the golf course requires hitting the golf ball across a portion of the lake. The Association shall install and maintain bouys to mark off the primary hazard area.

Neither the Association nor the owner of the golf course shall have any liability to the Owners, occupants, invitees and others upon or within the Lake Stonebridge subdivision who are injured from the flight of golf balls, either on land or across the water.

Section 2.6. Unrecorded Golf Course Easement. An easement shall exist in favor of the golf course and its licensees (golfers and maintenance personnel) to enter upon golf course frontage lots for the sole purpose of retrieving errant golf balls, so long as the licensee does no harm to the property. The licensee shall be responsible for any harm or damage to the property as a result of his or her use of this easement and this easement expressly excludes a right to hit the golf ball from any private lot. The owner of the golf course shall not be responsible to the Association or to any home owner for any damage done to a lot or to the common areas by any licensee's usage of this easement.

ARTICLE III. CLASSES OF MEMBERSHIP

SECTION 3.1 Voting Rights. The Corporation shall have two (2) classes of membership. Class A members shall be all Owners of Lots in the Lake Stonebridge subdivision other than the Declarant. The Declarant shall be a Class B Owner of each Lot titled in its name.

SECTION 3.2 Class A Members. Each Class A Member shall be entitled to one (1) vote for each Lot of which such Member is the Owner. When more than one person constitutes the Owner of a particular Lot, all such persons shall be Members of the Corporation, but all of such persons shall cumulatively have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine. No vote may be divided.

SECTION 3.3 Class B Member. The Declarant, Land Innovators Company and its successors and assigns, shall be the only Class B Member of the Association. The Class B Member shall have five (5) votes for each Lot of Lake Stonebridge designated on the preliminary layout attached as Exhibit "B", and any additions or revisions thereto prior to the Authority Transfer Date, of which it is the Owner

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ARTICLE IV. INITIAL MANAGEMENT AND CONTROL BY DEVELOPER

SECTION 4.1 Definition of "Authority Transfer Date". Class B membership shall terminate and become converted to Class A membership (the "Authority Transfer Date"), upon the happening of the earliest of the following:

(a) when the total of all Class A votes exceed the total of all Class B votes; or

(b) January 31, 2012; or

(c) when, in its discretion, the Declarant so determines.

SECTION 4.2 The Board of Directors. Prior to the Authority Transfer Date as defined above, the Declarant shall appoint all members to the Board of Directors of the Corporation and shall have full authority to establish rules and regulations for the Corporation and for the Subdivision. Directors appointed by the Declarant shall serve at the will of the Declarant and shall be considered Owners of the Corporation only for the purpose of serving on the Board. The Board of Directors, prior to the Authority Transfer Date, shall not be required to hold Meetings, and if Meetings are held, they shall not be required to be held in public, and notice to other Owners shall not be required.

SECTION 4.3 Assessments. Prior to the Authority Transfer Date, the Declarant shall establish the amount and payment terms of Annual Assessments. The Annual Assessments, including management fees and contributions towards the replacement reserve fund, shall not exceed Four Hundred Dollars ($400.00) per month in the first year after this Declaration is filed, with increases of not more than twenty percent (20%) per year thereafter.

SECTION 4.4 Declarant's Obligation to Pay Assessments. Prior to the Authority Transfer Date, neither the Declarant nor any builder shall be obligated to pay any management fee, contribution towards the replacement reserve fund for the Corporation, or any assessment of any kind or nature.

SECTION 4.5 The Architectural Design and Environmental Control Committee. So long as the Declarant owns any real estate in the Lake Stonebridge subdivision described in Exhibit "A" or any additions thereto pursuant to the terms of this Declaration, the Declarant shall appoint all members of the Architectural Design and Environmental Control Committee.

SECTION 4.6 Initial Management. Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have, and Declarant hereby reserves to itself, the exclusive right to manage or designate a Managing Agent for the Real Estate and Common Areas, and to perform the functions of the Corporation, until the Authority Transfer Date. Declarant may, at its option, engage the services of a Managing Agent affiliated with it to perform such functions and, in either case, Declarant or such Managing Agent shall be entitled to reasonable compensation for its services.

SECTION 4.7 Declarant's Authority to Add Additional Sections. The Declarant may, at any time prior to the Authority Transfer Date, supplement the property subject to this Declaration by filing an amended Exhibit "A" or an amended Exhibit "B", which additional real estate shall automatically be subject to this Declaration and the Owners of Lots of such additional real estate shall automatically become members of the Association. In the event that additional real estate is added by Declarant, the votes attributable to the lots in such new preliminary layouts or platted sections shall be counted for purposes of voting rights and for all other purposes from the date of the recording of the amended Exhibit "A", Exhibit "B", or the Plat for such additional Section.

ARTICLE V. OWNERS MEETINGS

SECTION 5.1 Annual Meeting. The annual meeting of the Owners shall be held on the first Thursday in April in each year, at 7:00 o'clock P.M., beginning on the first annual meeting date after the Authority Transfer Date, for the purpose of electing directors, approving an Annual Budget and Regular Assessment and for the transaction of such other business as may come before

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the meeting. If the meeting can not be conducted or concluded on chis day, the annual meeting shall be held on the next succeeding Thursday, or as soon thereafter as the meeting may practically be held.

SECTION 5.2 Special Meetings. Special meetings of the Owners may be called for any legal purpose by the President or by the Board of Directors, and shall be called by the President, after the Authority Transfer Date, at the request of at least twenty percent (20%) of the Owners.

SECTION 5.3 Place of Meeting. The Board of Directors shall designate the place of the meeting. The Board may designate that any meeting of Owners take place at any suitable location within five (5) miles of the Lake Stonebridge subdivision.

SECTION 5.4 Notice of Meeting. Written notice, stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each Owner not less than ten (10) days before the date of the meeting, either personally or by mail, by or at the direction of the President. Unless an Owner provides the Secretary of the Corporation with written instructions to the contrary, notice may be sent or delivered to the address of the Lot. Notice contained in a newsletter or other general correspondence shall meet the notice requirement of this section, if it is sent or delivered to each Owner as provided herein.

SECTION 5.5 Quorum. A majority of Owners, represented in person or by proxy, shall constitute a quorum at a meeting of Owners. In the event that a quorum is not present, the meeting may be adjourned to another date and time, with or without further notice, as determined by the Board.

SECTION 5.6 Proxies. At all meetings of Owners, an Owner may vote in person or by written proxy, executed by the Owner or by a duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting. Every proxy shall be specific for an Annual or Special Meeting of Owners, or its adjourned date, unless otherwise provided in the proxy.

SECTION 5.7 Voting. Each Lot shall be entitled to one vote, upon each matter submitted to a vote at a meeting of Owners.

SECTION 5.8 Cumulative Voting. Cumulative voting shall not be permitted. Each Owner may only cast one vote for any candidate for any Office, even though multiple positions are open for such Office.

SECTION 5.9 Voting by Mail-In Ballot. The Board may determine that one or more issues be voted upon by mail-in ballot, either in conjunction with an Annual or Special Meeting or as a substitute for the holding of a Meeting. In the event that the Board elects to permit Main-in ballots, ballots shall be mailed or delivered to each Owner at least 14 days prior to the deadline for voting.

SECTION 5.10 Qualification of Directors. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one person at a time.

ARTICLE VI. BOARD OF DIRECTORS

SECTION 6.1 General Powers. The business and affairs of the corporation shall be managed by its Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he or she is an Owner as defined herein.

SECTION 6.2 Number, Tenure and Qualifications. The initial number of directors of the corporation shall be three (3). The corporation may have not less than three directors or may have up to seven directors. After the Authority Transfer Date, each director shall hold office until the next annual meeting of Owners and until his or her successor shall have been elected and qualified. Any increase or decrease in the number of Directors shall be approved by the Owners.

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SECTION 6.3 Regular Meetings. The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings to be held without notice, so long as the first such meeting is with notice, and the notice informs all directors of the resolution

SECTION 6.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any director. The person calling the special meeting may fix the time for holding such meeting of the Board of Directors, and, unless consented to by all Directors, the special meeting shall be held within five miles of the Lake Stonebridge subdivision.

SECTION 6.5 Notice. Notice of any special meeting shall be given at least three days in advance by written notice delivered personally or by telegram, or at least seven days in advance if notice is mailed. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

SECTION 6.6 Quorum. A least fifty percent (50%) of the number of directors eligible to attend and vote shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

SECTION 6.7 Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 6.8 Action Without A Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent, in writing, setting forth the action to be taken shall be signed by all of the Directors.

SECTION 6.9 Term of Office and Vacancy. Each member of the Board of Directors shall be elected for a term of three (3) years, which terms shall be staggered so that the terms of approximately one-third (1/3) of the members of the Board shall expire annually. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Unless a Director is removed by the Owners under Section 6.10, any vacancy occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board. The Director filling a vacancy shall serve until the next annual meeting of the Owners and until his successor is elected and qualified.

SECTION 6.10 Removal of Directors. A Director may be removed with or without cause by a majority vote of the Owners, at a meeting duly called for such purpose. In such case, his successor shall be elected at the same meeting, to serve until the next annual meeting.

SECTION 6.11 Duties of the Board of Directors. The Board of Directors shall be the governing body of the Corporation representing all of the Owners and being responsible for the functions and duties of the Corporation, including, but not limited to, the management, maintenance, repair, upkeep and replacement of the Common Area and the collection and disbursement of the Common Expenses. The Board shall also maintain, through employees, contractors or agents, all landscaping throughout the Lake Stonebridge subdivision and paint all houses and all decks in the Lake Stonebridge subdivision. The Board shall, on behalf of the Corporation, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The management agreement shall be for a term of three (3) years or less and shall terminate upon ninety (90) days written notice by either party.

SECTION 6.12 Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish their duties. These powers include, but are not limited to, the power:

(1) to promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations (in addition to those set forth in this Declaration) with respect to use, occupancy, operation and enjoyment of the Common Area as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered or mailed to all Owners; and

(2) to grant permits, licenses and easements over the Common Area

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for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of Lake Stonebridge.

SECTION 6.13 Limitation on Board Action. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than $3,500.00, which sum shall be increased annually by the increase, if any, in the Consumer Price Index (CPI) or its successor index, without obtaining the prior approval of a majority of the Owners, except that in the following cases such approval shall not be necessary:

(1) contracts for replacing or restoring portions of the Common Area damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;

(2) contracts and expenditures expressly approved by the Owners in the annual budget; and

(3) expenditures necessary to deal with emergency conditions where the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

SECTION 6.14 Compensation. No Director shall receive any compensation for his services without the express approval of the Owners. The Managing Agent, if one is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

SECTION 6.15 Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify, hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of actions or contracts by the Board on behalf of the Corporation, unless any such action or contract shall have been made in bad faith, or as the result of willful misconduct or gross negligence.

SECTION 6.16 Additional Indemnity of Directors. The Corporation 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 Corporation, against the reasonable expenses, including attorney's 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 to matters in which it shall be adjudged in such action, suit or proceeding that such Director is liable for bad faith, gross negligence or willful misconduct in the performance of his duties. The Corporation shall also reimburse 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, bad faith 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 gross negligence or willful misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Corporation 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 Corporation 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.

SECTION 6.17 Non-Liability of Officers and Committee Members. The provisions of Sections 6.15 and 6.16 shall also apply to Officers and Committee Members, including, without limitation, members of the Architectural Design and Environmental Control Committee, of the Corporation who are not also Directors.

SECTION 6.18 Bond. The Board of Directors shall provide blanket fidelity bonds for the Managing Agent, the treasurer of the Corporation, and such other officers or directors of the Corporation that handle or are responsible for funds, indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with

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such sureties as may be approved by the Board of Directors (provided, however, in no event shall the aggregate amount of the bond be less than a sum equal to one fourth of the aggregate annual assessments on all Lots) and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. Fidelity bonds shall name the Corporation as an obligee and shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. Such bonds shall provide that they may not be cancelled or substantially modified for any reason without at least ten (10) days prior written notice to the Corporation. The expense of any such bonds shall be a Common Expense.

ARTICLE VII. OFFICERS

SECTION 7.1 Number. The officers of the corporation shall be a President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. The corporation may also have one or more Vice Presidents. Such other officers and assistant officers, who need not be Directors, may be elected or appointed by the Board of Directors.

SECTION 7.2 Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors, after the Authority Transfer Date, at the first meeting of the Board held after each annual meeting of the Owners. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until a successor shall have been duly elected and qualified or until their death, resignation or removal as hereinafter provided.

SECTION 7.3 Removal. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of the corporation will be served thereby.

SECTION 7.4 President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall supervise and direct all of the business and affairs of the corporation. The President shall, when present, preside at all meetings of the Owners and of the Board of Directors. The President shall, in general, perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 7.5 Vice President. Vice Presidents of the Corporation shall fulfill such duties as the Board of Directors or the President shall direct. A Vice President shall not serve in the capacity of the President, unless the President so directs in writing.

SECTION 7.6 Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Owners and of the Board of Directors in the corporate minute book; (b) see that all notices are duly given in accordance with the provisions herein or as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each Owner, as furnished by the Owner and of each Mortgagee, as furnished by the Owner or Mortgagee; and (e) in general, perform all duties incident to the office of Secretary and such other duties as may be assigned by the President or by the Board of Directors.

SECTION 7.7 Treasurer. The Treasurer shall: (a) have charge and custody of, and be responsible for, all funds of the corporation; (b) receive and give receipts for monies due and payable to the corporation and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected by the Board of Directors; and (c) in general, perform all of the duties incident to the office of Treasurer and such other duties as are assigned by the President or by the Board of Directors.

ARTICLE VIII. CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 8.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 8.2 Loans. No loans shall be contracted on behalf of the

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corporation and no indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 8.3 Checks, Drafts, Etc.. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 8.4 Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE IX. TAXES, UTILITIES, MAINTENANCE OF COMMON AREAS, MAINTENANCE OF INDIVIDUAL LOTS, MAINTENANCE AND USE OF THE LAKE

SECTION 9.1 Real Estate Taxes. Real estate taxes are to be separately assessed and taxed to each Lot, and paid by the title owner of each Lot. Any real estate taxes or other assessments which are chargeable against the Common Area shall be paid by the Corporation and treated as a Common Expense.

SECTION 9.2 Maintenance, Repairs and Replacements to the Common Areas. Maintenance, repairs, replacements and upkeep of the Common Area shall be furnished by the Corporation, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses.

SECTION 9.3 Maintenance of Individual Lots by the Association. The Lake Stonebridge Homeowners Association shall be responsible for maintaining the grass, trees and other landscaping in each Lot in a healthy and attractive condition with an appearance which is complementary to the Subdivision, and the cost thereof shall be a part of the common expenses. The Association shall maintain any water irrigation system, although each Owner shall pay for the water used by such system for their Lot and it is intended that irrigation systems will use water which is metered from the individual homes.

The Association shall paint or stain the exterior of all houses and paint, stain or waterproof the exterior of all approved decks and boat docks in the subdivision on a regular schedule, as necessary or appropriate, not less than every five (5) years. The cost of painting or staining each house shall be a common expense, and the cost of painting, staining or waterproofing each deck or boat dock shall be assessed to the individual owner of the deck or boat dock.

Each Owner shall be entitled to select the color to be used, from a list of colors approved by the Board. In the event that an Owner fails to select a color within ten (10) days of the Association's request to select, the Association may select a color for the Owner.

SECTION 9.4 Maintenance of Individual Lots by the Owner. Any repairs, other than painting or staining, required to any house, deck or boat dock shall be the Owner's responsibility and the Owner's expense. This shall include, but not be limited to, the cost of replacing any wood or siding. It shall also include all roofing, guttering, masonry or brick exterior of a house, chimneys and windows. If any Owner shall fail to maintain and keep his property or any part thereof in a good, clean and sanitary condition, with an exterior appearance up to the general standards of the Lake Stonebridge subdivision, the Corporation may perform any work necessary and charge the Owner thereof for such cost, which shall be immediately due, and shall be secured by the Corporation's lien on the Owner's property.

Each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Corporation, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to effect the maintenance, cleaning, repair or other work permitted herein.

SECTION 9.5 Damage to or Abuse of Common Areas and other Areas Maintained by the Association. If, due to the willful, intentional or negligent acts or omissions of an Owner, or of a member of the Owner's family, or of a guest, tenant, invitee or other occupant or visitor of the Owner, damage is caused to Common Areas or to portions of Lots maintained by the Association, or if additional maintenance or repairs are required as a result of such acts, the Owner shall be required to pay for such damage or additional

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expense. Upon demand by the Board, the cost of such repairs shall be immediately due and payable, and if not paid, a lien may attach to the Owner's property, and costs of collection and reasonable attorney fees shall be added to any judgment entered on behalf of the Corporation.

SECTION 9.6 Maintenance and Use of the Lakes. The cost of maintaining each Lake shall be shared by the Owners of Lots with frontage on the Lake, along with the owners of other Legends at Geist Lots with frontage on the Lake, on a per Lot basis. Costs will include, but not be limited to, treatment of the water, insurance attributable to the lake (to the extent that it can be determined or fairly estimated), and repairs to the banks of the lake.

Owners of Lots with frontage on the Lake may be permitted to install docks on the water, subject to rules and regulations established by the Board Owners of Lots with frontage on the Lake will be permitted to operate private paddle boats, pontoon boats with motors not to exceed 9.9 horsepower or its equivalent, and sailboats of sixteen (16) feet or less. Jet skis, personal water craft, and their equivalent and water skiing shall be prohibited.

SECTION 9.7 Agreement with the Legends at Geist for Maintenance and Use of the Lakes. The Lake Stonebridge Association shall enter into an agreement with the Legends at Geist Association regarding the maintenance and use of the Lakes, as described in this Article

ARTICLE X. ARCHITECTURAL CONTROL

SECTION 10.1 Purposes. The Architectural Design and Environmental Control Committee (also referred to herein as the "Architectural Control Committee" or simply as the "Committee") shall regulate the external design, appearance, use and location of improvements on the Real Estate in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography.

SECTION 10.2 Architectural Control Guidelines. The Board of Directors shall have the authority to establish, amend and revoke Architectural Control Guidelines for the Subdivision and the Association, which shall be binding upon all Owners and all others, who in any way use, occupy or benefit from the Subdivision, or any part thereof. The Architectural Control Guidelines shall not be inconsistent with any covenant in this Declaration or in the Plat Covenants and shall not be retroactively applied. The initial Architectural Control Guidelines if attached hereto, are for convenience only and are not incorporated herein. The Architectural Control Guidelines may be enforced by the Architectural Design and Environmental Control Committee or by the Board of Directors.

SECTION 10.3 Architectural Design and Environmental Control. No structure or improvement -- including but not limited to residences, accessory structures, landscaping, fences, walls, mounds, ponds, pools, satellite dishes, antenna, patios, basketball goals and other permanent structures for sports and recreation -- shall be erected, placed or altered on any Lot in this Subdivision until the building plans, specifications and plot plan showing the location, materials, and appearance of the planned improvement have been submitted to and approved by as the Architectural Design and Environmental Control Committee, regarding conformity and harmony of external design, topography, and finished ground elevations. The destruction of trees and vegetation and any other such matter as may affect the environment and ecology of this Subdivision shall also be approved in advance by the Committee.

SECTION 10.4 Composition of the Committee. The Committee will be composed of three or more members. All members of the Committee, including replacement members, will be appointed by and will serve at the will of the Declarant, until the first to occur of the following:

(1) The day after the Declarant transfers title to the last Lot of Lake Stonebridge Section 1, Section 1B, and any other Sections of Lake Stonebridge which may hereafter be recorded, or

(2) 30 days after Declarant notifies the Lot owners of its intention to transfer authority for Architectural Control to the Owners.

Within thirty days after the Declarant notifies the Owners of the sale of its last Lot or of its intention to transfer authority for Architectural Control to the Owners, the Board of Directors of the Lake Stonebridge

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Homeowners Association, Inc., shall appoint three or more Lot Owners, to serve on the Committee.

UNTIL SUCH TIME, THE DECLARANT SHALL HAVE COMPLETE AUTHORITY AND CONTROL OVER ARCHITECTURAL AND ENVIRONMENTAL DESIGN. During the time that the Declarant has Architectural Control, a majority of the Committee members may designate a representative to evaluate and approve specific applications, so that the Committee is not required to meet to review each application.

SECTION 10.5 Written Approval. The Committee's approval or disapproval of any properly submitted application shall be in writing. In the event that written approval is not received from the Committee within thirty (30) days from the date of submission of a completed application and any additional documentation requested by the Committee, and so long as the request is not prohibited by the Architectural Control Guidelines then in effect, it shall be deemed that the Committee has approved the presented plan.

SECTION 10.6 Additional Approvals. Under no circumstances shall approval of the Architectural Design and Environmental Control Committee be deemed to replace any required governmental approval or be deemed to constitute a representation or assurance by the Committee that the planned structure or improvement meets the requirements of any law, regulation or ordinance or meets any structural or safety requirement or standard.

SECTION 10.7 Alterations Without Approval. The Architectural Control Committee and/or the Board of Directors shall have the right and authority to require the removal of any improvement which has been made without receiving the approval of the Committee, including injunctive relief, and recovery of damages, reasonable attorney fees, and costs.

SECTION 10.8 Miscellaneous Provisions.

a. The Committee's approval of, or failure to object to, a requested improvement for one Lot shall not prevent it from objecting to a similar improvement for another Lot in the Subdivision, if it deems, in its sole discretion, that the requested improvement would be detrimental to the Subdivision or the other Lot Owners.

b. No improvement may be constructed in a location different from the location approved by the Committee and any improvement built or constructed in a non-approved location shall be moved or removed from the Lot by the Owner thereof, at the Owner's sole cost and expense.

c. Neither the members of the Committee nor its designated representatives will be entitled to any compensation for services performed on behalf of the Committee.

d. A decision of the Architectural Review Committee may be appealed to the Board of Directors by the Applicant or by an adjoining Lot Owner, which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors then serving.

e. The Architectural Review Committee may establish committees consisting of two (2) or more of its members, which committees shall exercise such powers of the Committee as may be delegated to them.

f. The Association may not waive or abandon these procedures for regulating and enforcing architectural design and environmental control without the prior written approval of all Owners and all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of this Declaration.

ARTICLE XI. ASSESSMENTS

SECTION 11.1 Annual Accounting. A financial statement and annual report of the Corporation shall be prepared annually, after the close of each fiscal year and prior to the date of the next annual meeting, by a certified public accountant or CPA firm then servicing the Corporation, which shall show all income and receipts and all expenses incurred and paid during the preceding fiscal year. This financial statement and annual report shall be in the form of a compilation, prepared under the direction of the Board and distributed to each Owner prior to the next Annual Meeting. Any Owner or group of Owners shall be entitled to an audited accounting by the certified public accountant or CPA firm then servicing the Association, at their sole expense, by paying the Association for the cost of the audit (as estimated by the accountant) in advance of the start of the audit.

SECTION 11.2 Proposed Annual Budget. Annually, at or prior to the time

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the notice of the annual meeting is sent, the Board of Directors shall submit to each Owner a proposed Annual Budget and Regular Assessment, estimating the total amount of the Common Expenses for the upcoming fiscal year, including the expenses of the common areas, the expenses of lawn and landscaping for the individual lots, and the expenses of any painting or staining the individual houses. Once an Annual Budget is adopted, it shall be the basis for the Regular Assessment for the upcoming fiscal year.

The Annual Budget may include an amount for the Replacement Reserve Fund for capital expenditures, replacement and repair of the Common Area, replacement of landscaping of the Lots, and painting or staining houses. A separate Replacement Reserve Fund may be assessed against the owners of decks or boat docks, for painting, staining or waterproofing expenses.

In no event shall the annual meeting of the Owners be adjourned until an Annual Budget and Regular Assessment are approved and adopted. If the Owners have not approved an annual budget, whether or not due to failure or delay of the Board of Directors, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon up to one hundred and twenty five percent (125%) of such last approved budget, as a temporary budget.

The Annual Budget, the Regular Assessments, and all sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a consistent basis.

SECTION 11.3 Regular Assessments. The Annual Budget shall contain a proposed Regular Assessment against each Lot, which shall be the same amount for each Lot. Following the adoption of the Annual Budget, each Owner shall be given written notice of the assessment (herein called the "Regular Assessment").

In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, following adoption of the final Annual Budget by the Owners, a revised statement shall be sent to each Owner indicating the additional amount owed or the credit for the next Regular Assessment.

The Regular Assessment against each Lot shall be paid to the Board in advance, in twelve equal installments on or before the first day of each month, or as otherwise determined by the Board. The Board may elect to allow payment of assessments quarterly or semi-annually, in advance, and may permit a discount for any Owner paying quarterly or semi-annually.

The Regular Assessment for the current fiscal year shall become a lien on each Lot as of the first day of the Corporation's fiscal year, even though based upon a Temporary Budget. If an Owner has paid an assessment based upon a Temporary Budget, and conveys or transfers his Lot before the Annual Budget and Regular Assessment are determined, both the Owner and the successor Owner shall be jointly and severally liable for any balance owed for the Regular Assessment.

SECTION 11.4 Amenities Area. The Declarant shall have the right, but no obligation, to construct an amenities area, including, for example, a swimming pool and\or one or more tennis courts. The initial cost of construction of such amenities area would be borne by the Declarant, however the cost of operation, supervision, repair and on-going maintenance would be a common expense of the Association. In the event that a swimming pool is constructed, the cost could also include lifeguards or other supervision required by state or local health and safety regulations.

SECTION 11.5 Special Assessments. From time to time, Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. The Board of Directors, with approval of a majority of the Owners at any Regular or Special Meeting of the Owners or by mail-in ballot, shall have the right, power and authority to impose special assessments, upon each Lot in equal shares (herein called "Special Assessment"), which shall become a lien on each Lot.

Section 11.6 Initial Working Capital and Start-Up Fund. Upon the closing of the initial conveyance of each Lot to an Owner, other than a Builder, the purchaser of such Lot shall pay to the Corporation, in addition to any other amounts then owed or due to the Corporation, as a contribution to its working capital and start-up fund, an amount equal to one-sixth (1/6th) of the then current annual Base Assessment against such Lot, which payment shall be non-refundable and shall not be considered as an advance payment of any

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Assessment or other charge owed the Corporation with respect to such Lot. Such working capital and start-up fund shall be held and used by the Corporation for payment of, or reimbursement to Declarant for advances to the Association, initial and set-up expenses, contributions to the reserve fund, or to acquire additional equipment or services deemed necessary by the Board.

SECTION 11.7 Failure of Owner to Pay Assessments. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. If any Owner shall fail, refuse or neglect to pay any Regular Assessment or Special Assessment when due, a late charge of ten percent (10%) of the unpaid assessment Amount shall be added to the balance owed, plus interest of one and three fourths percent (1 3/4%) per month beginning thirty (30) days after the date due. and the following additional provisions shall apply:

(1) A lien for any and all unpaid assessments on the Owner's Lot and Dwelling Unit may be filed and foreclosed by the Board of Directors for and on behalf of the Corporation as a mortgage on real property or as otherwise provided by law;

(2) The Board may at its option bring suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same;

(3) Where the Owner constitutes more than one person, the liability of such persons shall be joint and several;

(4) The Owner and any adult occupant of the Lot and Dwelling Unit shall be jointly and severally liable for the payment;

(5) The balance of installments for the current fiscal year shall become immediately due; and

(6) The Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and Dwelling Unit and to collect any rentals for the benefit of the Corporation to be applied to the unpaid Regular Assessments or Special Assessments.

SECTION 11.8 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof

ARTICLE XII. MORTGAGEES

SECTION 12.1 Notice to Corporation Any Mortgagee who places a first mortgage lien upon an Owner's Lot, or the Owner, may notify the Secretary of the Corporation thereof and provide the name and address of the Mortgagee. A record of such Mortgagee and its address shall be maintained by the Secretary. Any notice required to be given to the Mortgagee pursuant to the terms of this Declaration shall be deemed effectively given if mailed to such Mortgagee at such address. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration shall be required, and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The Corporation shall, upon request of a Mortgagee who has furnished the Corporation with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligation of such borrower under this Declaration which is not cured within sixty (60) days.

SECTION 12.2 Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Lot. which statement shall be binding upon the Corporation and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth

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in such statement or as such assessments may be adjusted upon adoption of the final annual budget as referred to in Article XI hereof.

SECTION 12.3 Right of Mortgagee to Pay Real Estate Taxes or Insurance Premiums. Mortgagees shall have the right, but not the obligation, (1) to pay any taxes or other charges against the Common Area which are in default and, (2) to pay any overdue premiums on hazard insurance for the Association or to secure new hazard insurance for the Association on the lapse of a policy. Any Mortgagee making such payment shall be immediately owed reimbursement by the Corporation.

SECTION 12.4 Notice of Condemnation or Casualty Loss. Mortgagees shall be timely notified of any condemnation loss which affects a material portion of the Lake Stonebridge Subdivision or any Lot upon which the Mortgagee has an interest. Mortgagees shall also be timely notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond held by the Corporation.

SECTION 12.5 Notice to Insurers and Guarantors. Any guarantor of a first mortgage or any insurer shall, upon notification and request to the Corporation, receive the same notices as are required to be given to Mortgagees.

ARTICLE XIII. INSURANCE

SECTION 13.1 Casualty Insurance. The Corporation shall purchase a casualty insurance policy affording fire and extended coverage, insuring the Corporation's improvements within the Common Areas and Easements for the full replacement value of the improvements. If the Board of Directors can obtain such coverage for reasonable amounts, they shall also obtain "all risk" coverage. Such policy shall (to the extent obtainable) contain provisions that the insurer waives its right to subrogation against the Corporation, the Board of Directors, its agents and employees, Owners, their respective agents and guests.

Each Owner shall otherwise be solely responsible for loss or damage to his Lot, the contents of his Dwelling Unit and Lot however caused, and his personal property stored elsewhere on the Tract. The Corporation shall have no liability to any Owner for loss or damage to a Lot or Dwelling Unit, the contents of any Dwelling Unit, or an Owner's personal property stored elsewhere on the Tract. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk.

SECTION 13.2 Public Liability Insurance. The Corporation shall also purchase a comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but not less than $1,000,000, arising out of a single occurrence, for bodily injury or death and for property damage. Such policy shall cover the Corporation, the Board of Directors, any committee or division of the Corporation or Board, any Managing Agent, and all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Tract. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other Owners.

SECTION 13.3 Other Insurance. The Corporation shall obtain any other insurance required by law and may purchase such other insurance as the Board of Directors from time to time deems necessary, advisable or appropriate, including, but not limited to, liability insurance on vehicles owned or leased by the Corporation and officers' and directors' liability policies. Such insurance shall inure to the benefit of each Owner, the Corporation, the Board of Directors and any Managing Agent acting on behalf of the Corporation.

SECTION 13.4 General Provisions. The premiums for all insurance hereinabove described shall be paid by the Corporation as part of the Common Expenses. If available, the policies shall contain an endorsement that it shall not be terminated or substantially modified without at least ten days prior written notice to Mortgagees and to the Corporation. Written notice of any insurance obtained by the Corporation and of any subsequent changes or termination thereof shall be promptly furnished by the Board to each Owner or mortgagee whose interest may be affected thereby. Except as otherwise provided in Article XII, notice required under this section shall be

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sufficient if it is published as a part of a general newsletter and mailed or delivered within sixty days.

The Board of Directors shall be responsible for reviewing, at least every two years, the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above.

All proceeds payable as a result of casualty losses sustained which are covered by insurance shall be paid to the Association, as the insurance trustee for the benefit of the individual Owners and Mortgagees. The proceeds shall be used or disbursed by the Board of Directors, in accordance with the provisions of this Declaration. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under the policies purchased by the Corporation.

SECTION 13.5 Insurance by Owners. Each Owner shall have the right to purchase such additional insurance at his own expense as he may deem necessary.

ARTICLE XIV. LOSS TO COMMON AREAS

SECTION 14.1 Restoration of Common Area. In the event of damage to or destruction of any of the Common Area due to fire or any other casualty or disaster, the Corporation shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Corporation, if any, shall be applied to the cost of such repair and reconstruction, and the balance shall be paid first from the reserve account and second, as a Common Expense.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Common Area to as near as possible the same condition as it existed immediately prior to the damage or destruction and with the same type of architecture.

ARTICLE XV. COVENANTS AND RESTRICTIONS

SECTION 15.1 The following covenants and restrictions on the use and enjoyment of the Lots, Dwelling Units and Common Area shall be in addition to any other covenants or restrictions contained herein and in the Plat, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Corporation. If a conflict exists between the covenants contained in the Plat and those of this Declaration, the covenants in this Declaration shall prevail. Present or future owners of the Corporation shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages and reasonable attorney fees resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

A. All Lots and Dwelling Units shall be used exclusively for residential purposes and for occupancy by a single family.

B. No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot or on any of the Common Area which will result in a cancellation of insurance or increase in insurance to the Association or to any other Owner, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

C. No nuisance shall be permitted on any Lot. The Board of Directors' determination as to what is a nuisance shall be conclusive.

D. No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his Dwelling Unit or placed on the outside walls of any building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any building without the prior consent of the Architectural Review Committee

E. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on any Lot or any of the Common Area, except that pet dogs, cats or customary household pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken

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outdoors only under leash or other restraint and while attended by its owner and the Association shall not be liable for any injury or damage to persons or property, including the Common Area, caused by any pet. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Tract within ten (10) days after written notice from the Board to the respective Owner to do so.

P. The Common Area shall be kept free and clear of rubbish, debris and other unsightly materials.

G. No Dwelling Unit or Lot shall be used in any unlawful manner or in any manner which might cause injury to the reputation of the subdivision developed or to be developed on the Real Estate, or which might be a nuisance, annoyance, inconvenience or damage to other Owners and occupants of Dwelling Units or neighboring property, including without limiting the generality of the foregoing. noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment, machines or vehicles, loud persons, excessive amounts of light or unpleasant odors.

H. No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on, or so as to be visible from, any street or any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

I. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except with the prior approval of the Board.

J. No water wells shall be drilled on any of the Lots, without prior approval of the Board, nor shall any septic tanks or other sewage disposal systems be installed on any of the Lots, without the approval of the Board and of the governing public health agency or other civil authority.

K. No industry, trade, or other commercial or religious activity, educational or otherwise, whether designed for profit, altruism or otherwise, shall be conducted, practiced or permitted upon any Lot or elsewhere on the Tract, except within such rules and regulations as are established by the Board, except that an Owner or occupant resident on a Lot may conduct business activities within a Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Real Estate; (c) the business activity does not involve persons coming onto the Real Estate who do not reside on the Real Estate or involve door-to-door solicitation of residents of the Real Estate; and (d) the business activity is consistent with the residential character of the Real Estate and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Real Estate, as may be determined by the sole discretion of the Board.

L. No "for sale", "for rent", "garage sale" or other signs for any purpose shall be placed upon any common area or upon any Lot other than the Lot which is for sale, for rent or upon which the garage sale will be held, without the express consent of the Board. Any "for sale", "for rent", "garage sale" or other yard signs, whether placed on any lot or with the Board's consent placed in the common areas, shall be less than 45" in height and less than 36" in width. No more than one sign may be placed on any Lot, without the prior consent of the Board. No banners or signs shall be hung from any home or elsewhere on any Lot for more than one week, without the prior consent of the Board.

M. All Owners and members of their families, their guests, or invitees, and all occupants of any Dwelling Unit or other persons entitled to use the same and to use and enjoy the Common Area or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common area.

N. No boats, campers, trailers of any kind, buses, mobile homes, recreational vehicles, trucks (larger than 3/4 ton), motorcycles, mini bikes, or mopeds shall be permitted, parked or stored anywhere within the Tract except as otherwise specifically permitted by the Board. No repair work shall be done on the Tract on any vehicles, including passenger automobiles.

O. No Owner shall be allowed to plant trees, landscape or do any

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gardening upon their own Lot, in any other Lot, or in any of the Common Area, except with written permission from the Board. No Lot may be used for growing crops, except within the size and location guidelines established by the Board. The Board shall have the right and authority to prohibit the growing of crops entirely.

P. Common Area shall be used and enjoyed only for the purposes for which it is designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board.

Q. Boating, swimming, and private dock facilities shall only be permitted pursuant to the rules and regulations established by the Board.

R. No Owner may rent or lease his Dwelling Unit for transient or hotel purposes.

S. Any Owner who leases a Dwelling Unit shall lease the entire Dwelling Unit and shall have a written lease which shall provide that the lease is subject to the provisions of this Declaration and any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease.

T. Diligence in Construction. Every building whose construction or placement on any Lot is begun shall be completed within twelve (12) months after the beginning of such construction or placement. Construction of a residence on any lot acquired from Declarant must commence within twelve (12) months of the date Declarant transfers title to such Lot. Declarant hereby retains an option to purchase any lot upon which construction has not commenced within twelve (12) months at the same price Declarant sold such Lot. The time for commencement of construction may be extended by Declarant if in its sole discretion, the circumstances warrant such extension. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

ARTICLE XVI. AMENDMENT OF DECLARATION

SECTION 16.1 General Amendments. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(1) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

(2) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or by Owners having in the aggregate at least a majority of the votes of all Owners.

(3) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws herein.

(4) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners. In the event any Lot or Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner, if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.

SECTION 16.2 Special Amendments. No amendment to this Declaration shall be adopted which changes: (a) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same; or (2) the provisions of this Declaration with respect to casualty insurance or fidelity bonds to be maintained by the Corporation; or (3) the provisions of this Declaration with respect to reconstruction or repair of the Common Area in the event of Fire or any other casualty or disaster; or (4) the provisions of this Declaration establishing the Architectural Review Committee and providing for its functions; or (5) the provisions of this Declaration with respect to the commencement of assessments on any Lot, without, in each and any of such circumstances, the unanimous approval of all Owners and of all Mortgagees whose mortgage interest have been made known to the Board of Directors in accordance with the provisions of this Declaration.

SECTION 16.3 Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein or in any other documents, the Declarant shall have and hereby reserves the right and power acting alone

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and without the consent or approval of the Owners, the Corporation, the Board of Directors, any Mortgagees or any other Person to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this Declaration into compliance with any statutory requirements or (d) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to any amendments described in this Paragraph on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record any such amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Paragraph shall terminate at such time as the Declarant no longer hold or controls title to any part or portion of the Tract.

SECTION 16.4 Amendment Prior to the Applicable Date. Notwithstanding anything to the contrary contained herein or in the Declaration, there shall be no amendment of the Declaration prior to the Applicable Date without the consent and approval of Declarant.

SECTION 16.5 Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Corporation and shall be recorded in the office of the Recorder of Hamilton County, Indiana, and such amendment shall not become effective until so recorded.

SECTION 16.6 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request to approve an amendment and fails to give a negative response within thirty (30) days after receiving such request shall be deemed to have approved such request.

ARTICLE XVII. MISCELLANEOUS PROVISIONS

SECTION 17.1 Annexation Without Approval of Class "A" Membership. Declarant shall have the unilateral right, privilege, and option, from time-to-time at any time until all property described on Exhibit "B" has been subjected to this Declaration or December 31, 2012, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B", attached hereto. Such annexation shall be accomplished by filing in the public records of Hamilton County, Indiana, a Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the consent of Voting Members, but shall require the consent of the Owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other Person the right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be an affiliate of the Declarant or the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

SECTION 17.2 Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of any Lot shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that such provisions are accepted and agreed to by such Owner, tenant or

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occupant. All such provisions shall be covenants running with the land and shall be binding on any person having at any time any interest in a Lot or the Tract as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons or other legal entities who may occupy, use, enjoy or control a Lot or any part of the Tract shall be subject to the Declaration, the Articles of Incorporation, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

SECTION 17.3 Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Lot or of the Common Area.

SECTION 17.4 Costs and Attorney's Fees. In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provision of this Declaration, the Articles of Incorporation, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Corporation shall be entitled to recover its reasonable attorney's fees incurred in connection with such default or failure.

SECTION 17.5 Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses, whether by Regular Assessment or by Special Assessment, by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Lot.

SECTION 17.6 Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the Rules and Regulations adopted by the Board, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles, or the Rules and Regulations, and each shall be enforced to the greatest extent permitted by law.

SECTION 17.7 Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires to the contrary, be deemed to refer to and include all genders. The singular shall include and refer to the plural and vice versa as appropriate.

SECTION 17.8 Interpretation. The captions and titles of the various articles and sections of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

SECTION 17.9 The Plat. The Preliminary Plat of Lake Stonebridge, attached hereto as Exhibit "B" is incorporated into this Declaration by reference, which includes Plats already recorded in the office of the Recorder of Hamilton County, Indiana, as follows:

Section 1, recorded November 28, 1994 as Instrument No. 94-0048498
Section 1B, recorded June 1, 1995 as Instrument No. 95-0037189

Other real estate may be added to this subdivision by Declarant, as described herein.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 15 day of September 1995.

LAND INNOVATORS COMPANY,
an Indiana Limited Partnership

R. N. Thompson, General Partner

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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared R.N. Thompson, General Partner of Land Innovators Company, an Indiana Limited Partnership, Declarant herein, and acknowledged the execution of this instrument this 19th day of September, 1995.

Notary Public

DAVID A. COMPTON
Printed Name

NOTARY PUBLIC * STATE OF INDIANA *

My commission expires: June 23, 1997

My county of residence: Hamilton

This Instrument was prepared by William T. Rosenbaum, Attorney at Law, 1901 Broad Ripple Avenue, Indianapolis, Indiana 46220 (317) 259-6600

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EXHIBIT "A"

LAND DESCRIPTION

Part of the Northwest Quarter of Section 4, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and described as follows:

Commencing at the Northwest corner of said Northwest Quarter;
thence North 88 degrees 44 minutes 42 seconds East (an assumed bearing) along the North line of said Northwest Quarter, a distance of 375.45 feet to the POINT OF BEGINNING;
thence continue North 88 degrees 44 minutes 42 seconds East along said North line 1274.90 feet;
thence South 01 degrees 15 minutes 18 seconds East 50.00 feet;
thence South 10 degrees 00 minutes 00 seconds West 383.47 feet;
thence North 77 degrees 01 minutes 31 seconds West 266.42 feet;
thence North 55 degrees 45 minutes 49 seconds West 69.06 feet;
thence North 79 degrees 17 minutes 26 seconds West 117.21 feet;
thence South 84 degrees 15 minutes 31 seconds West 52.00 feet;
thence South 78 degrees 00 minutes 00 seconds West 499.13 feet;
thence South 49 degrees 27 minutes 28 seconds West 95.82 feet;
thence South 26 degrees 00 minutes 00 seconds West 116.14 feet;
thence South 14 degrees 49 minutes 53 seconds West 114.37 feet;
thence South 02 degrees 03 minutes 56 seconds East 109.62 feet;
thence South 10 degrees 00 minutes 00 seconds East 113.24 feet;
thence South 36 degrees 15 minutes 18 seconds East 127.62 feet;
thence South 66 degrees 00 minutes 00 seconds East 343.94 feet;
thence South 24 degrees 00 minutes 00 seconds West 210.00 feet;
thence South 69 degrees 00 minutes 00 seconds West 141.42 feet;
thence North 66 degrees 00 minutes 00 seconds West 100.00 feet;
thence North 52 degrees 39 minutes 43 seconds West 94.77 feet;
thence South 48 degrees 28 minutes 22 seconds West 154.26 feet;
thence South 66 degrees 00 minutes 00 seconds West 192.47 feet;
thence South 57 degrees 17 minutes 30 seconds West 59.70 feeet to a non-tangent curve from which the radius point bears South 29 degrees 23 minutes 09 seconds East;
thence Northeasterly along said curve an arc distance of 49.35 feet to a point from which the radius point bears South 24 degrees 00 minutes 00 seconds East, said curve having a radius of 525.00 feet;
thence North 66 degrees 00 minutes 00 seconds East 12.21 feet to a tangent curve to the left, from which the radius point bears North 24 degrees 00 minutes 00 seconds West;
thence Northerly along said curve an arc distance of 23.56 feet to a point from which the radius point bears South 66 degrees 00 minutes 00 seconds West, said curve having a radius of 15.00 feet;
thence North 66 degrees 00 minutes 00 seconds East 50.00 feet to a non-tangent curve from which the radius point bears South 66 degrees 00 minutes 00 seconds East;
thence Southerly along said curve an arc distance of 23.56 feet to a point from which the radius point bears North 24 degrees 00 minutes 00 seconds West, said curve having a radius of 15.00 feet;
thence North 66 degrees 00 minutes 00 seconds East 74.33 feet to a tangent curve to the left, from which the radius point bears North 24 degrees 00 minutes 00 seconds West;
thence Northeasterly along said curve an arc distance of 86.26 feet to a point from which the radius point bears North 41 degrees 58 minutes 22 seconds West, said curve having a radius of 275.00 feet;
thence North 41 degrees 58 minutes 22 seconds West 190.67 feet;
thence North 09 degrees 13 minutes 11 seconds West 347.61 feet;
thence North 07 degrees 29 minutes 03 seconds East 145.20 feet;
thence North 19 degrees 17 minutes 14 seconds East 126.25 feet;
thence North 25 degrees 57 minutes 17 seconds East 61.19 feet;
thence North 64 degrees 00 minutes 00 seconds East 45.00 feet;
thence North 26 degrees 00 minutes 00 seconds East 174.38 feet to a non-tangent curve from which the radius point bears South 26 degrees 00 minutes 00 seconds West;
thence Southeasterly along said curve an arc distance of 18.75 feet to a point from which the radius point bears South 30 degrees 46 minutes 29 seconds West, said curve having a radius of 225.00 feet;
thence North 30 degrees 46 minutes 29 seconds East 133.18 feet;
thence North 51 degrees 35 minutes 09 seconds West 65.86 feet;
thence North 01 degrees 15 minutes 18 seconds West 100.00 feet to the point of beginning and containing 20.124 acres more or less.

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33.00 (12)

PLAT COVENANTS
LAKE STONEBRIDGE SUBDIVISION
SECTION 1-C

This Instrument, executed this 1st day of December, 1995, by Land Innovators Company, an Indiana Limited Partnership, who shall hereinafter be referred to as "Developer", hereby establishes plat covenants, conditions, and restrictions for the real estate to be known as Lake Stonebridge, Section 1-C, which real estate is described in Exhibit "A" hereto. Lake Stonebridge, Section 1-C shall contain Lots 1 through 13, inclusive, a total of 13 Lots.

1. All rights-of-way shown and not heretofore dedicated are hereby dedicated to the public for its use as public ways.

2. In addition to the covenants and restrictions set forth herein, the real estate described in this plat is also subject to certain additional covenants and restrictions contained in the Declaration of Covenants, Conditions, and Restrictions for The Legends at Geist (the "Legends Declaration"), recorded in the Office of the Recorder of Hamilton County, Indiana, as Instrument Number 92-51016 and to the Declaration of Covenants and Restrictions for Lake Stonebridge (hereinafter referred to as the "Declaration" or as the "Lake Stonebridge Declaration"), recorded in the Office of the Recorder of Hamilton County, Indiana, as Instrument Number 94-48496, and as Instrument Number 95-37187, and revised and re-recorded as Instrument No. 95-52046, and to the rights, powers, duties, and obligations of The Legends at Geist Homeowners Association, Inc. (the "Association") and The Legends at Geist Architectural Control Committee (the "Committee"), as set forth in the Declaration and Design Guidelines promulgated by the Committee. All owners who take title to lots in this plat take such title subject to the Developer's unilateral right and privilege to supplement the Lake Stonebridge Declaration, as provided therein.

All of the terms, provisions, covenants, conditions, and restrictions which shall be contained in the Declaration shall be incorporated herein by reference upon recording of the Declaration.

In order to provide adequate protection to all present and future owners of lots in this subdivision, the covenants, restrictions and limitations contained in these plat covenants, in addition to those set forth in the Declaration, are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Developer and anyone at any time owning or occupying a part or portion of such land.

3. Prior to application for an improvement location permit from the appropriate governmental agency for the construction of a residence or other structure, site plans, landscaping plans and building plans shall have been approved in writing by the Lake Stonebridge Architectural Design and Environmental Control Committee as defined in the Declaration. Such approval shall include but not be limited to building design, color and

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location, driveways, tree preservation, and proposed landscaping and fencing, all in accordance with the requirements of the Lake Stonebridge Architectural Control Guidelines.

4. Lots are subject to the following Drainage Easements, Sewer Easements, Utility Easements, Landscape Easements, and Non-Access Easements, either separately or in combination, as shown on the plat, which easements are reserved for the use of the Lot Owners, the Association, public or private utility companies and governmental agencies, as follows:

"Drainage Easements" are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public or private drainage system. Under no circumstances shall drainage easements be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by Declarant, its successors or assigns.

"Sewer Easements" are hereby created for the use of the Utility, public or private, having jurisdiction over the sanitary waste disposal system designated to serve Lake Stonebridge. Sewer Easements shall be used to construct, operate, inspect, maintain, reconstruct and remove mains, ducts, or other related utility structures of sanitary sewers that are a part of said system. Sanitary sewer manholes shall not be placed under or within one foot horizontal distance of pavement, including driveways or sidewalks.

"Utility Easements" are hereby created for the use of public or private utility companies and cable television companies, not including transportation companies, for the installation of poles, pipes, mains, ducts and cable or other related utility structures, as well as for the uses specified for sewer easements.

"Landscape Easements" and "Painting Easements" are hereby reserved and created over and across Lots, and throughout the entire Lake Stonebridge subdivision, within which landscaping, earth mounds, screening material, fencing, walls, neighborhood and community identification signs, directories, lighting, irrigation systems and other improvements may be constructed and maintained by the Developer or the Association to provide landscape design continuity and ensure attractive and aesthetically pleasing areas throughout the Subdivision. It is the plan and design of this Subdivision that all landscaping (with the exception of private planting beds approved by the Association) and

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the painting or staining of the exterior of all houses, be undertaken by the Association, as a common expense, as further described under paragraphs 13 and 14 of these Plat Covenants. Within landscape easements, the Developer and the Association shall have the right to install, inspect, maintain, reconstruct and remove such landscape improvements as described herein. Owners of Lots shall have the right to fully use and enjoy their own Lot, except for such use as may impair, impede, or interfere with the exercise by the Developer or Association of the landscaping, painting, and other rights granted herein. Owners of Lots shall not construct, nor permit to be constructed any structure or obstruction on or over any part of a Lot or interfere with the Developer's or Association's ability to use or gain access to the Lot for purposes permitted by this Landscape Easement.

"Non-Access Easements" are hereby created to prevent vehicular access from lots or blocks to streets, roads, or paths adjoining such lots or blocks. No driveways or any other type of improvement for vehicular ingress and egress shall be allowed within any area designated on this plat as a Non-Access Easement.

"Maintenance Easements" are created to provide means of access for public utility companies, governmental agencies and the Association to various areas of the subdivision (including, without limitation, the lakes or ponds shown on the within plat and on the Development Plan for The Legends at Geist) to permit said parties to perform their respective responsibilities and to install, maintain and service their respective installations.

"Point of Attachment Easements" are created to permit the deck for one home to be attached to another home. These easements exist throughout the subdivision, but do not appear on the Plats. In addition to attachment, these easements permit maintenance, repair and replacement of decks and of attachments.

The Developer and/or Builder(s) approved by the Developer shall retain the right to display marketing and promotional signs within this subdivision until the sale of the last lot in the Lake Stonebridge Subdivision owned by either the Developer or the Builder(s).

The owners of lots in this subdivision shall take and hold title to their lots subject to all of the foregoing Easements, to the rights of the public utility companies, governmental agencies, the Developer, the Association and others therein (which rights also include the right of ingress and egress in, along, across and through said Easements), to the jurisdiction of the proper authorities and to the covenants

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herein granted and reserved.

5. Subject to other provisions contained herein, building setback lines are hereby established as shown on this plat (sometimes noted as "setback line"), between which lines and the property lines of the lots shall be erected or maintained no building or structure. No building, structure or accessory building shall be erected closer than five feet (5') to any side lot line, unless specifically approved by the Committee, nor less than twenty feet (20') from any rear lot line. In no case shall aggregate side yards between homes be less than ten feet (10'). No building, structure or accessory building shall be erected closer than twenty five feet (25') to any street right-of-way unless a lesser building setback is specifically approved by the Committee.

6. The owners of all lots in Lake Stonebridge shall be required to submit a drainage plan, which shall include a minimum building pad elevation, to the Committee for its approval and which must also be submitted as part of the application for a building permit and be satisfactory to the governmental agency which issues building permits. The minimum pad elevation as so approved by the Committee and the governmental agency shall constitute the minimum elevation for all buildings on said lot. In addition, no buildings, structures or other improvements shall be constructed on any part of a lot lying within the floodway as shown on the within plat (if any) except in accordance with the rules and requirements of, and prior approval of, the Department of Natural Resources of the State of Indiana.

7. Except to the extent any portions of lots in this subdivision are or may become "Common Area" as defined in the Declaration, and which may be used for the purposes for which the same are designated and intended, all lots in this subdivision shall be used solely for residential purposes. unless alternative uses, such as permitted home occupations, are consented to by the Association and are permitted under applicable zoning laws. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling, and a private garage for not more than three (3) cars. No portion of any lot may be sold or subdivided so that there will be thereby created a greater number of lots than the original number platted.

8. The ground floor of each dwelling constructed on a lot exclusive of one-story open porches and garages, shall be not less than one thousand (1,000) square feet in the case of a one-story structure, nor less than one thousand (1,000) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of fourteen hundred (1,400) square feet of finisned and liveable floor area.

9. No construction vehicles. shacks or outhouses shall be

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erected or situated on any lot herein, except for use by a builder during the construction of a proper structure, which builder's temporary construction structure shall be promptly removed upon completion of the proper structure.

10. All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or driveways and no vehicle shall be permanently maintained or kept on the public streets or areas of the subdivision. The Association shall have the authority to enact rules limiting the number of cars or other vehicles permitted to be parked in a driveway No disabled vehicle shall be openly stored on any residential lot or elsewhere within the subdivision. Also, no boat, trailer, camper, or motor home of any kind (including, but not in limitation thereof, house trailers, camper trailers, or boat trailers) shall be kept or parked upon any lot unless kept in an approved, enclosed garage.

11. No "for sale", "for rent", "garage sale" or other signs for any purpose shall be placed upon any common area or upon any Lot other than the Lot which is for sale, for rent or upon which the garage sale will be held, without the express consent of the Board. Any "for sale", "for rent", "garage sale" or other yard signs, whether placed on any lot or with the Board's consent placed in the common areas, shall be less than 45" in height and less than 36" in width. No more than one sign may be placed on any Lot, without the prior consent of the Board. No banners or signs shall be hung from any home or elsewhere on any Lot for more than one week, without the prior consent of the Board.

12. All garbage cans, mechanical equipment, and other similar items on Lots shall be located or screened so as to be concealed from view of neighboring lots, streets, and property located adjacent to the Lot. No clotheslines or above ground storage tanks shall be permitted on any Lot or elsewhere on the property. All rubbish, trash, and garbage shall be stored in appropriate containers and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon.

13. Landscaping and grounds maintenance throughout Lake Stonebridge, including the individual Lots, shall be the sole responsibility of the Association. The cost of landscaping and grounds maintenance shall be a common expense of the Association. No Owner or occupant of a Lot shall be permitted to plant trees or shrubbery; fertilize trees, shrubbery or grass; dig flower or planting beds of any nature; remove existing plantings or lawn; or otherwise alter the landscaping and grounds of his or her own Lot or of any common area of the subdivision without the prior consent of the Board. The Association shall have the sole right and responsibility of establishing and maintaining the landscaping and grounds of the subdivision, which right and responsibility may be delegated to the developer or to individual builders as a part of initial construction of the subdivision or

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of Lots thereon. In the event that any Owner of any Lot or any other person interferes with the Association's sole right to control the landscaping and grounds maintenance of the subdivision, any damages or costs to repair or return the landscaping to its prior condition resulting therefrom shall be chargeable to such person, including costs and attorney fees.

14. The Association shall have the sole right and responsibility for painting or staining the exterior of all houses in the Lake Stonebridge subdivision. Paint or stain color shall be determined by the Owner, from a selection of colors approved by the Association. The cost of painting or staining the exterior of houses shall be a common expense. Other exterior maintenance, including roofing, gutters and downspouts, and replacing wood or other siding, shall be the sole cost and expense of the Owner of the property.

15. The Association may make assessments to cover any costs incurred in enforcing these covenants or in undertaking any maintenance or other activity which is the responsibility of the Association or any maintenance or other activity of a lot owner hereunder or under the Declaration, which the lot owner has not undertaken as required. Any such assessments shall be only against those lot owners whose failure to comply with the requirements of the covenants hereunder and under the Declaration necessitated the action to enforce such covenants or the undertaking of the maintenance or other activity.

16. No farm animals or fowl of any kind, nor any domestic animals for commercial purposes, shall be kept or permitted on any lot or lots in this subdivision at any time. The Association shall have the authority to restrict the number of domestic animals kept on any Lot and to establish rules and regulations for the maintenance of pets within the subdivision.

17. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or to any neighbor. Included within this covenant shall be noise, light, odor and appearance. The sole discretion of the Developer or the Association shall determine what is offensive or a nuisance.

18. No private, or semi private, water supply and/or sewage disposal system may be located upon any lot in this subdivision unless the municipal system is discontinued or establishes itself to be unreliable, as determined by the Association. In which event, any such water or sewer system, including any absorption field or finger system, must be in compliance with regulations or procedures as provided by the applicable public health agencies, or other civil authority having jurisdiction, and approved by the Committee.

19. No construction shall be commenced nor shall any building, structure or other improvements be erected, placed or

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altered on any lot in this subdivision until the building plans, specifications and plot plan showing the location of such construction have been approved as to the compatibility of the same with existing structures and with the intent of these covenants and those set forth in the Declaration, by the Lake Stonebridge Design Committee (the "Committee"), in accordance with the procedures for such approval contained in the Declaration and all rules, regulations and guidelines adopted by the Committee. If the Committee fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of a completed application not in conflict with the Architectural Guidelines, the owner may then proceed with the building or construction activity according to the plans as submitted. No Owner shall be permitted to substitute different plans or materials or alter the location of the improvements from that submitted to the Committee without first obtaining the approval of the Committee. Neither the Committee nor any of its members shall be entitled to any compensation for services performed pursuant to this covenant or in performing any of its duties or obligations set forth in the Declaration.

20. No wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 25 feet from the intersection of said street lines, 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 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

21. The Association, in accordance with the terms of the Declaration, but subject to the obligations of individual lot owners to keep "Drainage Easements" free of obstructions so that the flow of water will be unimpeded, shall maintain the storm drainage system for the subdivision and, for such purposes, shall have an easement over all portions of the subdivision used as part of such storm drainage system. Such maintenance by the Association shall, to the extent necessary, include the maintenance of all inlet pipes, open ditches, pipes, swales, lakes and lake banks. The costs and expenses of such maintenance of the storm drainage system (including the lakes, ponds or marina shown on this plat) shall be assessed as part of the general assessment against the owners of all lots in this subdivision as provided in the Declaration, such assessments shall be secured by the lien for the same as provided in the

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Declaration. Sump pumps, gravity drains and other drains serving individual residences on lots shall not outfall or empty onto grass swales between lots, but only into major drainage swales or storm structures included in the storm drainage system for the subdivision.

22. Lots with frontage on more than one (1) street shall have all of their access points from only one (1) of such street frontages, unless otherwise approved by the Committee. No lots shall enter or exit directly onto 116th Street.

23. The discharge of firearms within Lake Stonebridge, except for the protection of an individual from personal attack or injury, is prohibited. The term "firearms" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Declaration, the Association shall not be obligated to take action to enforce this Section.

24 No above-ground swimming pools shall be erected, constructed or installed on any Lot, provided, nothing herein shall preclude installation and use of hot tubs, spas, jacuzzis or any similar apparatus, with prior approval of the Committee.

25. Minibarns and other detached storage buildings, other than enclosures for approved swimming pools, hot tubs or spas, shall be prohibited. Enclosures for swimming pools, hot tubs and spas shall be limited as determined by the Committee.

26. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed on any Lot.

27. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee.

28. The Committee shall have the authority to control or prohibit fences, including the authority to have different rules for fences on waterfront properties. The Committee shall also have authority to establish rules and regulations for decks on any property.

29. The Board of Directors shall have the authority to establish rules and regulations for design and erection of docks and use of any body of water in the Subdivision. Boating shall only be permitted within the rules and regulations established by the Board.

30. An easement shall exist in favor of the golf course and its licensees (golfers and maintenance personnel) to enter upon golf course frontage lots for the sole purpose of retrieving errant golf balls, so long as the licensee does no harm to the property. The licensee shall be responsible for any harm or damage to the property as a result of his or her use of this

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easement and this easement expressly excludes a right to hit the golf ball from any private lot. The owner of the golf course shall not be responsible to the Association or to any home owner for any damage done to a lot or to the common areas by any licensee's usage of this easement.

31. Every Owner shall cause all tenants and/or occupants of his or her Lot to comply with these restrictions, the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto. The Owner must make available to any lessee copies of these restrictions, the Declaration, By-Laws, and the rules and regulations.

32. Owners of all lots in this subdivision, by acceptance of the deed transferring title to said lots, consent to Declarant or its successor or assigns petitioning for annexation of all real estate in this subdivision, and any additions hereto, into the boundaries of any City or Town.

33. The Association may, but shall not be obligated to, maintain or support certain activities within Lake Stonebridge designed to make Lake Stonebridge safer than it otherwise might be. Neither the Association, the Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security with Lake Stonebridge, however, and neither the Association, the Declarant, nor any Successor Declarant shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and Occupants of any Lot, tenants, guests and invitees of any Owner, as applicable, stipulate and acknowledge that the Association and its Board of Directors, Declarant, or any Successor Declarant and the Lake Stonebridge Design Committee do not represent or warrant that any fire protection system, burglar alarm system or the security system designated by or installed according to guidelines established by the Declarant or the new Construction or Modifications Committees may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, nor that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner and Occupant of any Lot, and each tenant, guest and invitee of any Owners, as applicable, acknowledges and understands that the Association, its Board of Directors and Committees, Declarant, or any Successor Declarant are not insurers and that each Owner and Occupant of any Lot and each Tenant, guest and invitee of any

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Owner assumes all risks for loss or damage to person, to Lots and to the contents of homes and further acknowledges that no statement made by or on behalf of the Association, its Board of Directors and Committees, Declarant, or any Successor Declarant will be deemed to be a representation or warranty nor will any Owner, occupant, tenant, guest or invitee rely upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security systems recommended or installed or any security measures undertaken or any claim for failure to take security measures or additional security measures within the properties.

34. If the parties hereto, or any of them, or their heirs or assigns, or any future transferee of the real estate or any part thereof, shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, the Association, the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from doing so, to recover damages or other charges for such violation, including attorney fees and costs, and\or to require the removal of structures erected in violation hereof.

35. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a seventy five percent (75%) majority of the then owners of the lots in this subdivision it is agreed to change (or terminate) said covenants in whole or in part; 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.

These plat covenants may be amended, in whole or in part, by an affirmative vote of seventy five percent (75%) of the Lot owners, so long as the Declarant has also consented to such amendment, if the Declarant owns any interest in any portion of the Lake Stonebridge subdivision, as shown on Exhibit 1 hereto and incorporated herein, or on any addition to Lake Stonebridge pursuant to the terms of the Lake Stonebridge Declaration or the Legends at Geist Declaration

36. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

37. If there is any irreconcilable difference between any of the covenants and restrictions contained in this plat and the

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covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained in this plat shall govern and control, only to the extent of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible. Notwithstanding this provision, the procedures for Architectural Control stated in Article X of the Declaration shall control over the provisions of Paragraph 19 of these Plat Covenants and the Covenants and Restrictions of Article XV of the Declaration shall control over the covenants and restrictions stated herein, if any irreconcilable difference or conflict exists.

IN WITNESS WHEREOF, the undersigned has caused the Plat Covenants for Lake Stonebridge, Section 1-C to be executed this 1st day of November, 1995.

LAND INNOVATORS COMPANY,
an Indiana Limited Partnership

R. N. Thompson, General Partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared R.N. Thompson, General Partner of Land Innovators Company, an Indiana Limited Partnership, Declarant herein, and acknowledged the execution of these Plat Covenants this 1st day of November, 1995.

Notary Public
Printed Name

My commission expires: June 23, 1997

My county of residence: Hamilton

This Instrument was prepared by William T. Rosenbaum, Attorney at Law, 1901 Broad Ripple Avenue, Indianapolis, Indiana 46220 (317) 259-6600

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EXHIBIT "A"

LAND DESCRIPTION

Part of the Northwest Quarter of Section 4, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and described as follows:

Commencing at the Northwest corner of said Northwest Quarter;
thence North 88 degrees 44 minutes 42 seconds East (an assumed bearing) along the North line of said Northwest Quarter, a distance of 375.45 feet;
thence continue North 88 degrees 44 minutes 42 seconds East along said North line 1274.90 feet;
thence South 01 degrees 15 minutes 18 seconds East 50.00 feet to the POINT OF BEGINNING;
thence South 88 degrees 44 minutes 42 seconds West parallel with the North line of said Northwest Quarter a distance of 229.04 feet to a non-tangent curve, from which the radius point bears South 01 degrees 15 minutes 18 seconds East;
thence Easterly, Southeasterly and Southerly along said curve an arc distance of 132.54 feet to a point from which the radius point bears North 80 degrees 00 minutes 00 seconds West, said curve having a radius of 75.00 feet;
thence South 10 degrees 00 minutes 00 seconds West 45.27 feet to a tangent curve to the right, from which the radius point bears North 80 degrees 00 minutes 00 seconds West;
thence Southerly, Southwesterly and Westerly along said curve an arc distance of 143.99 feet to a point from which the radius point bears North 30 degrees 00 minutes 00 seconds East, said curve having a radius of 75.00 feet;
thence North 80 degrees 00 minutes 00 seconds West 10.85 feet to a tangent curve to the left, from which the radius point bears South 30 degrees 00 minutes 00 seconds West;
thence Westerly along said curve an arc distance of 311.54 feet to a point from which the radius point bears South 12 degrees 00 minutes 00 seconds East, said curve having a radius of 425.00 feet;
thence South 78 degrees 00 minutes 00 seconds West 237.26 feet;
thence South 12 degrees 00 minutes 00 seconds East 130.00 feet;
thence North 78 degrees 00 minutes 00 seconds East 243.13 feet;
thence North 84 degrees 15 minutes 31 seconds East 52.00 feet;
thence South 79 degrees 17 minutes 26 seconds East 117.21 feet;
thence South 55 degrees 45 minutes 49 seconds East 69.06 feet;
thence South 77 degrees 01 minutes 31 seconds East 266.42 feet;
thence North 10 degrees 00 minutes 00 seconds East 383.47 feet to the point beginning and containing 3.1403 acres more or less.

I, the undersigned hereby certify that above description to be true and correct to the best of my knowledge and belief.

WITNESS my hand and Registered Land Surveyor's Seal this 2ND day of Nov., 1995.

Arthur L. Kaser
Registered Land Surveyor No S0529

ARTHUR L. KASER
REGISTERED
No.
S-0529
STATE OF
INDIANA
LAND SURVEYOR

LOST POSSIBLE IMAGE

INSTR. # 9560124

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PLAT COVENANTS
LAKE STONEBRIDGE SUBDIVISION
SECTION 1-D

This Instrument, executed this 1st day of November, 1995, by Land Innovators Company, an Indiana Limited Partnership, who shall hereinafter be referred to as "Developer", hereby establishes plat covenants, conditions, and restrictions for the real estate to be known as Lake Stonebridge, Section 1-D, which real estate is described in Exhibit "A" hereto. Lake Stonebridge, Section 1-D shall contain Lots 16 through 21, inclusive, a total of 6 Lots. Section 1-D shall not include Block C.

1. All rights-of-way shown and not heretofore dedicated are hereby dedicated to the public for its use as public ways.

2. In addition to the covenants and restrictions set forth herein, the real estate described in this plat is also subject to certain additional covenants and restrictions contained in the Declaration of Covenants, Conditions, and Restrictions for The Legends at Geist (the "Legends Declaration"), recorded in the Office of the Recorder of Hamilton County, Indiana, as Instrument Number 92-51016 and to the Declaration of Covenants and Restrictions for Lake Stonebridge (hereinafter referred to as the "Declaration" or as the "Lake Stonebridge Declaration"), recorded in the Office of the Recorder of Hamilton County, Indiana, as Instrument Number 94-48496, and as Instrument Number 95-37187, and revised and re-recorded as Instrument No. 95- 53042, and to the rights, powers, duties, and obligations of The Legends at Geist Homeowners Association, Inc. (the "Association") and The Legends at Geist Architectural Control Committee (the "Committee"), as set forth in the Declaration and Design Guidelines promulgated by the Committee. All owners who take title to lots in this plat take such title subject to the Developer's unilateral right and privilege to supplement the Lake Stonebridge Declaration, as provided therein.

All of the terms, provisions, covenants, conditions, and restrictions which shall be contained in the Declaration shall be incorporated herein by reference upon recording of the Declaration.

In order to provide adequate protection to all present and future owners of lots in this subdivision, the covenants, restrictions and limitations contained in these plat covenants, in addition to those set forth in the Declaration, are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Developer and anyone at any time owning or occupying a part or portion of such land.

3. Prior to application for an improvement location permit from the appropriate governmental agency for the construction of a residence or other structure, site plans, landscaping plans and building plans shall have been approved in writing by the Lake Stonebridge Architectural Design and Environmental Control Committee as defined in the Declaration. Such approval shall

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include but not be limited to building design, color and location, driveways, tree preservation, and proposed landscaping and fencing, all in accordance with the requirements of the Lake Stonebridge Architectural Control Guidelines.

4. Lots are subject to the following Drainage Easements, Sewer Easements, Utility Easements, Landscape Easements, and Non-Access Easements, either separately or in combination, as shown on the plat, which easements are reserved for the use of the Lot Owners, the Association, public or private utility companies and governmental agencies, as follows:

"Drainage Easements" are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public or private drainage system. Under no circumstances shall drainage easements be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by Declarant, its successors or assigns.

"Sewer Easements" are hereby created for the use of the Utility, public or private, having jurisdiction over the sanitary waste disposal system designated to serve Lake Stonebridge. Sewer Easements shall be used to construct, operate, inspect, maintain, reconstruct and remove mains, ducts, or other related utility structures of sanitary sewers that are a part of said system. Sanitary sewer manholes shall not be placed under or within one foot horizontal distance of pavement, including driveways or sidewalks.

"Utility Easements" are hereby created for the use of public or private utility companies and cable television companies, not including transportation companies, for the installation of poles, pipes, mains, ducts and cable or other related utility structures. as well as for the uses specified for sewer easements.

"Landscape Easements" and "Painting Easements" are hereby reserved and created over and across Lots, and throughout the entire Lake Stonebridge subdivision, within which landscaping, earth mounds, screening material, fencing, walls, neighborhood and community identification signs, directories, lighting, irrigation systems and other improvements may be constructed and maintained by the Developer or the Association to provide landscape design continuity and ensure attractive and aesthetically pleasing areas throughout the Subdivision. It is the plan and design of this Subdivision that all landscaping (with the exception

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of private planting beds approved by the Association) and the painting or staining of the exterior of all houses, be undertaken by the Association, as a common expense, as further described under paragraphs 13 and 14 of these Plat Covenants. Within landscape easements, the Developer and the Association shall have the right to install, inspect, maintain, reconstruct and remove such landscape improvements as described herein. Owners of Lots shall have the right to fully use and enjoy their own Lot, except for such use as may impair, impede, or interfere with the exercise by the Developer or Association of the landscaping, painting, and other rights granted herein. Owners of Lots shall not construct, nor permit to be constructed any structure or obstruction on or over any part of a Lot or interfere with the Developer's or Association's ability to use or gain access to the Lot for purposes permitted by this Landscape Easement.

"Non-Access Easements" are hereby created to prevent vehicular access from lots or blocks to streets, roads, or paths adjoining such lots or blocks. No driveways or any other type of improvement for vehicular ingress and egress shall be allowed within any area designated on this plat as a Non-Access Easement.

"Maintenance Easements" are created to provide means of access for public utility companies, governmental agencies and the Association to various areas of the subdivision (including, without limitation, the lakes or ponds shown on the within plat and on the Development Plan for The Legends at Geist) to permit said parties to perform their respective responsibilities and to install, maintain and service their respective installations.

"Point of Attachment Easements" are created to permit the deck for one home to be attached to another home. These easements exist throughout the subdivision, but do not appear on the Plats. In addition to attachment, these easements permit maintenance, repair and replacement of decks and of attachments.

The Developer and/or Builder(s) approved by the Developer shall retain the right to display marketing and promotional signs within this subdivision until the sale of the last lot in the Lake Stonebridge Subdivision owned by either the Developer or the Builder(s).

The owners of lots in this subdivision shall take and hold title to their lots subject to all of the foregoing Easements, to the rights of the public utility companies, governmental agencies, the Developer, the Association and others therein (which rights also include the right of ingress and egress in, along, across and through said Easements), to the

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jurisdiction of the proper authorities and to the covenants herein granted and reserved.

5. Subject to other provisions contained herein, building setback lines are hereby established as shown on this plat (sometimes noted as "setback line"), between which lines and the property lines of the lots shall be erected or maintained no building or structure. No building, structure or accessory building shall be erected closer than five feet (5') to any side lot line, unless specifically approved by the Committee, nor less than twenty feet (20') from any rear lot line. In no case shall aggregate side yards between homes be less than ten feet (10'). No building, structure or accessory building shall be erected closer than twenty five feet (25') to any street right-of-way unless a lesser building setback is specifically approved by the Committee.

6. The owners of all lots in Lake Stonebridge shall be required to submit a drainage plan, which shall include a minimum building pad elevation, to the Committee for its approval and which must also be submitted as part of the application for a building permit and be satisfactory to the governmental agency which issues building permits. The minimum pad elevation as so approved by the Committee and the governmental agency shall constitute the minimum elevation for all buildings on said lot. In addition, no buildings, structures or other improvements shall be constructed on any part of a lot lying within the floodway as shown on the within plat (if any) except in accordance with the rules and requirements of, and prior approval of, the Department of Natural Resources of the State of Indiana.

7. Except to the extent any portions of lots in this subdivision are or may become "Common Area" as defined in the Declaration, and which may be used for the purposes for which the same are designated and intended, all lots in this subdivision shall be used solely for residential purposes, unless alternative uses, such as permitted home occupations, are consented to by the Association and are permitted under applicable zoning laws. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling, and a private garage for not more than three (3) cars. No portion of any lot may be sold or subdivided so that there will be thereby created a greater number of lots than the original number platted.

8. The ground floor of each dwelling constructed on a lot, exclusive of one-story open porches and garages, shall be not less than one thousand (1,000) square feet in the case of a one-story structure, nor less than one thousand (1,000) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of fourteen hundred (1,400) square feet of finished and liveable floor area.

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9. No construction vehicles, shacks or outhouses shall be erected or situated on any lot herein, except for use by a builder during the construction of a proper structure, which builder's temporary construction structure shall be promptly removed upon completion of the proper structure.

10. All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or driveways and no vehicle shall be permanently maintained or kept on the public streets or areas of the subdivision. The Association shall have the authority to enact rules limiting the number of cars or other vehicles permitted to be parked in a driveway. No disabled vehicle shall be openly stored on any residential lot or elsewhere within the subdivision. Also, no boat, trailer, camper, or motor home of any kind (including, but not in limitation thereof, house trailers, camper trailers, or boat trailers) shall be kept or parked upon any lot unless kept in an approved, enclosed garage.

11. No "for sale", "for rent", "garage sale" or other signs for any purpose shall be placed upon any common area or upon any Lot other than the Lot which is for sale, for rent or upon which the garage sale will be held, without the express consent of the Board. Any "for sale", "for rent", "garage sale" or other yard signs, whether placed on any lot or with the Board's consent placed in the common areas, shall be less than 45" in height and less than 36" in width. No more than one sign may be placed on any Lot, without the prior consent of the Board. No banners or signs shall be hung from any home or elsewhere on any Lot for more than one week, without the prior consent of the Board.

12. All garbage cans, mechanical equipment, and other similar items on Lots shall be located or screened so as to be concealed from view of neighboring lots, streets, and property located adjacent to the Lot. No clotheslines or above ground storage tanks shall be permitted on any Lot or elsewhere on the property. All rubbish, trash, and garbage shall be stored in appropriate containers and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon.

13. Landscaping and grounds maintenance throughout Lake Stonebridge, including the individual Lots, shall be the sole responsibility of the Association. The cost of landscaping and grounds maintenance shall be a common expense of the Association. No Owner or occupant of a Lot shall be permitted to plant trees or shrubbery; fertilize trees, shrubbery or grass; dig flower or planting beds of any nature; remove existing plantings or lawn; or otherwise alter the landscaping and grounds of his or her own Lot or of any common area of the subdivision without the prior consent of the Board. The Association shall have the sole right and responsibility of establishing and maintaining the landscaping and grounds of the subdivision, which right and responsibility may be delegated to the developer or to individual

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builders as a part of initial construction of the subdivision or of Lots thereon. In the event that any Owner of any Lot or any other person interferes with the Association's sole right to control the landscaping and grounds maintenance of the subdivision, any damages or costs to repair or return the landscaping to its prior condition resulting therefrom shall be chargeable to such person, including costs and attorney fees.

14. The Association shall have the sole right and responsibility for painting or staining the exterior of all houses in the Lake Stonebridge subdivision. Paint or stain color shall be determined by the Owner, from a selection of colors approved by the Association. The cost of painting or staining the exterior of houses shall be a common expense. Other exterior maintenance, including roofing, gutters and downspouts, and replacing wood or other siding, shall be the sole cost and expense of the Owner of the property.

15. The Association may make assessments to cover any costs incurred in enforcing these covenants or in undertaking any maintenance or other activity which is the responsibility of the Association or any maintenance or other activity of a lot owner hereunder or under the Declaration, which the lot owner has not undertaken as required. Any such assessments shall be only against those lot owners whose failure to comply with the requirements of the covenants hereunder and under the Declaration necessitated the action to enforce such covenants or the undertaking of the maintenance or other activity.

16. No farm animals or fowl of any kind, nor any domestic animals for commercial purposes, shall be kept or permitted on any lot or lots in this subdivision at any time. The Association shall have the authority to restrict the number of domestic animals kept on any Lot and to establish rules and regulations for the maintenance of pets within the subdivision.

17. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or to any neighbor. Included within this covenant shall be noise, light, odor and appearance. The sole discretion of the Developer or the Association shall determine what is offensive or a nuisance.

18. No private, or semi-private, water supply and/or sewage disposal system may be located upon any lot in this subdivision unless the municipal system is discontinued or establishes itself to be unreliable, as determined by the Association. In which event, any such water or sewer system, including any absorption field or finger system, must be in compliance with regulations or procedures as provided by the applicable public health agencies, or other civil authority having jurisdiction, and approved by the Committee.

19. No construction shall be commenced nor shall any

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building, structure or other improvements be erected, placed or altered on any lot in this subdivision until the building plans, specifications and plot plan showing the location of such construction have been approved as to the compatibility of the same with existing structures and with the intent of these covenants and those set forth in the Declaration, by the Lake Stonebridge Design Committee (the "Committee"), in accordance with the procedures for such approval contained in the Declaration and all rules, regulations and guidelines adopted by the Committee. If the Committee fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of a completed application not in conflict with the Architectural Guidelines, the owner may then proceed with the building or construction activity according to the plans as submitted. No Owner shall be permitted to substitute different plans or materials or alter the location of the improvements from that submitted to the Committee without first obtaining the approval of the Committee. Neither the Committee nor any of its members shall be entitled to any compensation for services performed pursuant to this covenant or in performing any of its duties or obligations set forth in the Declaration.

20. No wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 25 feet from the intersection of said street lines, 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 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

21. The Association, in accordance with the terms of the Declaration, but subject to the obligations of individual lot owners to keep "Drainage Easements" free of obstructions so that the flow of water will be unimpeded, shall maintain the storm drainage system for the subdivision and, for such purposes, shall have an easement over all portions of the subdivision used as part of such storm drainage system. Such maintenance by the Association shall, to the extent necessary, include the maintenance of all inlet pipes, open ditches, pipes, swales, lakes and lake banks. The costs and expenses of such maintenance of the storm drainage system (including the lakes, ponds or marina shown on this plat) shall be assessed as part of the general assessment against the owners of all lots in this subdivision as provided in the Declaration, such assessments

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shall be secured by the lien for the same as provided in the Declaration. Sump pumps, gravity drains and other drains serving individual residences on lots shall not outfall or empty onto grass swales between lots, but only into major drainage swales or storm structures included in the storm drainage system for the subdivision.

22. Lots with frontage on more than one (1) street shall have all of their access points from only one (1) of such street frontages, unless otherwise approved by the Committee. No lots shall enter or exit directly onto 116th Street.

23. The discharge of firearms within Lake Stonebridge, except for the protection of an individual from personal attack or injury, is prohibited. The term "firearms" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Declaration, the Association shall not be obligated to take action to enforce this Section.

24. No above-ground swimming pools shall be erected, constructed or installed on any Lot, provided, nothing herein shall preclude installation and use of hot tubs, spas, jacuzzis or any similar apparatus, with prior approval of the Committee.

25. Minibarns and other detached storage buildings, other than enclosures for approved swimming pools, hot tubs or spas, shall be prohibited. Enclosures for swimming pools, hot tubs and spas shall be limited as determined by the Committee.

26. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed on any Lot.

27. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee.

28. The Committee shall have the authority to control or prohibit fences, including the authority to have different rules for fences on waterfront properties. The Committee shall also have authority to establish rules and regulations for decks on any property.

29. The Board of Directors shall have the authority to establish rules and regulations for design and erection of docks and use of any body of water in the Subdivision. Boating shall only be permitted within the rules and regulations established by the Board.

30. An easement shall exist in favor of the golf course and its licensees (golfers and maintenance personnel) to enter upon golf course frontage lots for the sole purpose of retrieving errant golf balls, so long as the licensee does no harm to the property. The licensee shall be responsible for any harm or

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damage to the property as a result of his or her use of this easement and this easement expressly excludes a right to hit the golf ball from any private lot. The owner of the golf course shall not be responsible to the Association or to any home owner for any damage done to a lot or to the common areas by any licensee's usage of this easement.

31. Every Owner shall cause all tenants and/or occupants of his or her Lot to comply with these restrictions, the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto. The Owner must make available to any lessee copies of these restrictions, the Declaration, By-Laws, and the rules and regulations.

32. Owners of all lots in this subdivision, by acceptance of the deed transferring title to said lots, consent to Declarant or its successor or assigns petitioning for annexation of all real estate in this subdivision, and any additions hereto, into the boundaries of any City or Town.

33. The Association may, but shall not be obligated to, maintain or support certain activities within Lake Stonebridge designed to make Lake Stonebridge safer than it otherwise might be. Neither the Association, the Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security with Lake Stonebridge, however, and neither the Association, the Declarant, nor any Successor Declarant shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and Occupants of any Lot, tenants, guests and invitees of any Owner, as applicable, stipulate and acknowledge that the Association and its Board of Directors, Declarant, or any Successor Declarant and the Lake Stonebridge Design Committee do not represent or warrant that any fire protection system, burglar alarm system or the security system designated by or installed according to guidelines established by the Declarant or the new Construction or Modifications Committees may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, nor that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner and Occupant of any Lot, and each tenant, guest and invitee of any Owners, as applicable, acknowledges and understands that the Association, its Board of Directors and Committees, Declarant, or any Successor Declarant are not insurers and that each Owner and

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Occupant of any Lot and each Tenant, guest and invitee of any Owner assumes all risks for loss or damage to person, to Lots and to the contents of homes and further acknowledges that no statement made by or on behalf of the Association, its Board of Directors and Committees, Declarant, or any Successor Declarant will be deemed to be a representation or warranty nor will any Owner, occupant, tenant, guest or invitee rely upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security systems recommended or installed or any security measures undertaken or any claim for failure to take security measures or additional security measures within the properties.

34. If the parties hereto, or any of them, or their heirs or assigns, or any future transferee of the real estate or any part thereof, shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, the Association, the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from doing so, to recover damages or other charges for such violation, including attorney fees and costs, and\or to require the removal of structures erected in violation hereof.

35. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a seventy five percent (75%) majority of the then owners of the lots in this subdivision it is agreed to change (or terminate) said covenants in whole or in part; 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.

These plat covenants may be amended, in whole or in part, by an affirmative vote of seventy five percent (75%) of the Lot owners, so long as the Declarant has also consented to such amendment, if the Declarant owns any interest in any portion of the Lake Stonebridge subdivision, as shown on Exhibit 1 hereto and incorporated herein, or on any addition to Lake Stonebridge pursuant to the terms of the Lake Stonebridge Declaration or the Legends at Geist Declaration.

36. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

37. If there is any irreconcilable difference between any

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of the covenants and restrictions contained in this plat and the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained in this plat shall govern and control, only to the extent of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible. Notwithstanding this provision, the procedures for Architectural Control stated in Article X of the Declaration shall control over the provisions of Paragraph 19 of these Plat Covenants and the Covenants and Restrictions of Article XV of the Declaration shall control over the covenants and restrictions stated herein, if any irreconcilable difference or conflict exists.

IN WITNESS WHEREOF, the undersigned has caused the Plat Covenants for Lake Stonebridge, Section 1-D to be executed this 1st day of November, 1995.

LAND INNOVATORS COMPANY,
an Indiana Limited Partnership

R. N.

R. N. Thompson, General Partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared R.N. Thompson, General Partner of Land Innovators Company, an Indiana Limited Partnership, Declarant herein, and acknowledged the execution of these Plat Covenants this 1st day of November, 1995.

Notary Public
David M Compton
Printed Name

My commission expires: June 23 1997

My county of residence: Hamilton

This Instrument was prepared by William I. Rosenbaum, Attorney at Law, 1901 Broad Ripple Avenue, Indianapolis, Indiana 46220 (317) 259-6600

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LAND DESCRIPTION

Part of the Northwest Quarter of Section 4, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and described as follows:

Commencing at the Northwest corner of said Northwest Quarter;
thence North 88 degrees 44 minutes 42 seconds East (an assumed bearing) along the North line of said Northwest Quarter, a distance of 375.45 feet;
thence continue North 88 degrees 44 minutes 42 seconds East along said North line 1274.90 feet;
thence South 01 degrees 15 minutes 18 seconds East 50.00 feet;
thence South 88 degrees 44 minutes 42 seconds West parallel with the North line of said Northwest Quarter a distance of 229.04 feet to a non-tangent curve, from which the radius point bears South 01 degrees 15 minutes 18 seconds East;
thence Easterly, Southeasterly and Southerly along said curve an arc distance of 132.54 feet to a point from which the radius point bears North 80 degrees 00 minutes 00 seconds West, said curve having a radius of 75.00 feet;
thence South 10 degrees 00 minutes 00 seconds West 45.27 feet to a tangent curve to the right, from which the radius point bears North 80 degrees 00 minutes 00 seconds West;
thence Southerly, Southwesterly and Westerly along said curve an arc distance of 43.99 feet to a point from which the radius point bears North 30 degrees 00 minutes 00 seconds East, said curve having a radius of 75.00 feet;
thence North 60 degrees 00 minutes 00 seconds West 10.85 feet to a tangent curve to the left, from which the radius point bears South 30 degrees 00 minutes 00 seconds West;
thence Westerly along said curve an arc distance of 311.54 feet to a point from which the radius point bears South 12 degrees 00 minutes 00 seconds East, said curve having a radius of 425.00 feet;
thence South 78 degrees 00 minutes 00 seconds West 357.26 feet to the POINT OF BEGINNING;
thence South 78 degrees 00 minutes 00 seconds West 113.68 feet to a tangent curve to the left, from which the radius point bears South 12 degrees 00 minutes 00 seconds East;
thence Southwesterly along said curve an arc distance of 249.56 feet to a point from which the radius point bears South 84 degrees 00 minutes 00 seconds East, said curve having a radius of 275.00 feet;
thence South 26 degrees 00 minutes 00 seconds West 114.47 feet;
thence South 64 degrees 00 minutes 00 seconds East 132.16 feet;
thence North 14 degrees 49 minutes 53 seconds East 11.16 feet;
thence North 26 degrees 00 minutes 00 seconds East 115.14 feet;
thence North 49 degrees 27 minutes 28 seconds East 95.82 feet;
thence North 78 degrees 00 minutes 00 seconds East 136.00 feet;
thence North 12 degrees 00 minutes 00 seconds West 130.00 feet to the point of beginning and containing 1.2590 acres more or less.

I, the undersigned hereby certify that above description to be true and correct to the best of my knowledge and belief.

WITNESS my hand and Registered Land Surveyor's Seal this 2nd day of Nov., 1995

BEST POSSIBLE IMAGE

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18.00
(3)

Instrument
9609622651

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, AND BY-LAWS
LAKE STONEBRIDGE HOMEOWNERS ASSOCIATION, INC.
An Indiana Non-Profit Corporation

This Supplemental Declaration (hereinafter referred to as "the Declaration" or "this Declaration" is made this 24th day of May, 1996, by Land Innovators Company, an Indiana Limited Partnership (hereinafter referred to as "Declarant");

WHEREAS:

This Declaration, upon the consent of the Owners of the Lots already deeded from the Declarant, shall supplement the Declaration of Covenants, Conditions and Restrictions, and By-laws filed September 18, 1995 as Instrument No 95-52046 in the Office of the Recorder of Hamilton County, Indiana which replaced the Declarations filed on November 28, 1994 as Instrument No. 94-48496 and June 1, 1995 as Instrument No. 95-37187.

Declarant is the owner of or makes this Supplemental Declaration with the consent of the owners of real estate in Hamilton County, Indiana, which is more particularly described in "Exhibit A" attached hereto and incorporated herein by referenced (hereinafter referred to as the "Real Estate");

Declarant recorded the Declaration of Covenants and Restrictions for The Legends at Geist in the Office of the Recorder of Hamilton County, Indiana on December 22, 1992 as Instrument Number 92-51016, which instrument created a community of neighborhoods known collectively as "The Legends at Geist" and which instrument encumbered the Real Estate;

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

ARTICLE I
ADDITIONAL EASEMENTS FOR DECKS AND ATTACHMENTS

Section 1.1 Identification of the Easement. The current design for homes on each Lot in Lake Stonebridge, which may subsequently be changed, includes a deck for each residence. The Easements created under this Article for attachment of the deck to adjacent homes and related maintenance, repair and replacement shall supplement and be in addition to the Point of Attachment Easements reserved in Paragraph 4 of the Lake Stonebridge Plat Covenants recorded with the Recorder of Hamilton County, Indiana on September 18, 1995 as Instrument No. 95-52047.

While in some cases the deck will not extend upon the neighboring property, except for the attachment, in other cases the deck, the foundation for the deck, the stairs for the deck and the storage space beneath the deck will extend upon the adjacent property. The supplemental easement created under this Article hereby extends the easement to clarify and provide for easements of ingress and egress, support, maintenance, repair, replacement, use and enjoyment for the deck, attachments, foundation, storage areas beneath the deck, and stairs. An easement is also created and reserved for driveways, patios, stoops, fences, gates, retaining walls, landscaping, landscape lighting, and irrigation systems to extend from a Lot to the adjoining Lot. The above easements are to extend from the platted lot line of the home which the easements are intended to serve, to the outside wall of the home situated on the adjacent platted lot.

Any adjoining property owner, or their agent or contractor, entering upon or otherwise interfering with the use and enjoyment of the owner of the property to complete improvements or repairs, shall provide the owner with reasonable advanced notice and shall, once the improvements or repairs have commenced, complete the work on a prompt and timely basis, consistent with the nature and scope of the work.

Section 1.2 Consent to the Easement. Each homeowner, by accepting title to a Lot in Lake Stonebridge, and each mortgagee, by accepting a mortgage upon a Lot in Lake Stonebridge, accepts the Easement described in Section 1.1 above and consents to an easement for the adjoining property's

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deck, foundation, stairs, and below deck storage space, and for the adjoining property's driveways, patios, stoops, fences, gates, retaining walls, landscaping, landscape lighting, and irrigation systems, or any part thereof which extends upon said owner's Lot.

Section 1.3 Ownership of the Improvements. Each homeowner will own the primary residential structure upon their Lot and will own the deck, foundation, stairs, and below deck storage designed to benefit such primary residential structure. However, a homeowner will not own the deck, foundation, stairs, and below deck storage, or any part thereof extending upon said homeowner's lot, designed to benefit the primary residential structure upon an adjoining lot.

Similarly, each homeowner will own the driveway, patio, stoop, fence, gates, retaining walls, landscaping, landscape lighting, and irrigation systems designed to benefit the primary residential structure upon their lot but not the driveway, patio, stoop, fence, gates, retaining walls, landscaping, landscape lighting, and irrigation systems, or any portion thereof extending upon said homeowner's lot, designed to benefit the primary residential structure upon an adjoining lot.

Any dispute or disagreement regarding ownership of any improvements to any Lot shall be submitted to the Lake Stonebridge Board of Directors, as provided under Section 1.6 of this Supplemental Declaration.

Section 1.4 Maintenance of the Deck and Other Improvements Which Extend Upon an Adjoining Lot. The responsibilities for maintaining the deck and other improvements are outlined in Sections 9.3 and 9.4 of the Declaration and these responsibilities are unchanged by this Supplemental Declaration. The Association, and its agents and contractors, are granted an easement to come upon each Lot for the purpose of completing its maintenance and repair responsibilities under the Declaration. In addition, a Lot Owner, whose deck or other improvements extend upon an adjoining property, and said Lot Owner's agents and contractors, are granted an easement, subject to the provisions of Section 1.5 below, to come upon the adjoining property for the purpose of making improvements, alterations, repairs and replacements, and for inspections and estimates.

Section 1.5 Improvements and Alterations. An improvement or an alteration to an improvement, which extends upon an adjoining property, shall only be made after approval by the Lake Stonebridge Architectural Control Committee, pursuant to the provisions of the Declaration and Plat Covenants. At the time of making application for approval, the Owner shall provide a copy of the application and plans to the adjoining Owner, upon whose property the improvements do or will extend. The adjoining Owner shall have ten days from receipt of a copy of the application and plans to make an objection, and the Architectural Control Committee shall not approve the application until either it receives a response from the adjoining Owner or until ten days has passed, whichever is earlier.

Section 1.6 Claims or Disputes Regarding Easements. Any claim or dispute regarding ownership, maintenance or alteration of any improvements which extend, or which are claimed to extend, upon an adjoining lot shall be submitted to the Lake Stonebridge Board of Directors for resolution prior to the filing of any legal or court action. If the dispute or issue is not resolved to the satisfaction of each concerned party within sixty days of the date of submission of a letter of dispute by a concerned party, appropriate legal or court action may then be commenced. Under no event will the Association, the Board of Directors or any member of the Board of Directors have any liability to any party for any decision or lack of decision under this section.

Section 1.7 Miscellaneous Provisions. A property owner, whose property is subject to the easement provided herein or an agent or contractor of the Association, shall have the right, upon reasonable advanced notice to the adjoining property owner, to temporarily interfere with the adjoining property owner's use and enjoyment of the easement and, if necessary to perform repairs or improvements upon the underlying property, to disassemble a portion of the extending improvements, so long as the interference is kept to as short a time period as is reasonably practicable and any improvements which have been disassembled or otherwise damaged shall, at its own cost or expense, be restored to as close to its original condition as is practicable.

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ARTICLE II
ARCHITECTURAL REVIEW

Section 2.1 Clarification of Architectural Review Requirements for Lake Stonebridge Members. It is the intention of the Declarant that Lake Stonebridge owners will only be required to obtain the approval of the Lake Stonebridge Architectural Design and Environmental Control Committee (in addition to any required governmental approvals) prior to constructing a residence and related improvements upon a Lot and prior to making any additional improvements, alterations or changes to any Lot or to the exterior of any structure thereon. The Legends at Geist Architectural Control Committee will be requested to amend their Architectural Guidelines to provide that, with regard to Lake Stonebridge property, the written approval of the Lake Stonebridge Architectural Control Committee shall be deemed to also constitute approval of the Legends at Geist Architectural Control Committee.

ARTICLE III

Section 3.1 Other Provisions Not Affected. Except as specifically provided in this Supplemental Declaration, all other provisions of the Declaration of Covenants, Conditions and Restrictions, and By-laws filed September 18, 1995 as Instrument No. 95-52046 in the Office of the Recorder of Hamilton County, Indiana shall remain in force and not be affected by this Supplemental Declaration.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed this 27th day of May, 1996.

LAND INNOVATORS COMPANY,
an Indiana Limited Partnership

R. N. Thompson, General Partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared R.N. Thompson, General Partner of Land Innovators Company, an Indiana Limited Partnership, Declarant herein, and acknowledged the execution of this instrument this 27th day of May, 1996.

Notary Public
David M. Compton
Printed Name

My commission expires: Jun 25, 1997

My county of residence: Hamilton

9609E22651
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 06-03-1996 At 01:56 pm.
DECL. 18.00
Vol. 0 Page 0

This Instrument was prepared by William T. Rosenbaum, Attorney at Law, 1901 Broad Ripple Avenue, Indianapolis, Indiana 46220 (317) 259-6600

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Order: lake stonebrige Comment:

Instrument
9709719077

33.00
(13)
2: none

PLAT COVENANTS
LAKE STONEBRIDGE SUBDIVISION
SECTION 1-F

This Instrument, executed this 16th day of May, 1997, by Land Innovators Company, an Indiana Limited Partnership (referred to herein as "Developer" or as "Declarant") hereby establishes plat covenants, conditions, and restrictions for the real estate to be known as Lake Stonebridge, Section 1-F, which is described in Exhibit "A" hereto. Lake Stonebridge, Section 1-F shall contain Lots 36 through 44, inclusive, a total of 9 Lots.

1. All rights-of-way shown and not heretofore dedicated are hereby dedicated to the public for its use as public ways.

2. In addition to the covenants and restrictions set forth herein, the real estate described in this plat is also subject to certain additional covenants and restrictions contained in the Declaration of Covenants and Restrictions for Lake Stonebridge (hereinafter referred to as the "Declaration" or as the "Lake Stonebridge Declaration"), recorded in the Office of the Recorder of Hamilton County, Indiana, as Instrument Number 94-48496, and as Instrument Number 95-37187, and revised and re-recorded as Instrument No. 95-52046, and the Supplemental Declaration of Covenants, Condition and Restrictions recorded on June 3, 1996 as Instrument No. 9609622651, and in the Declaration of Covenants, Conditions, and Restrictions for The Legends at Geist (the "Legends Declaration"), recorded in the Office of the Recorder of Hamilton County, Indiana, as Instrument Number 92-51016 and to the rights, powers, duties, and obligations of both The Lake Stonebridge Homeowners Association, Inc. (the "Association") and the Lake Stonebridge Architectural Control Committee (the "Committee"), as set forth in the Declaration and Design Guidelines promulgated by the Committee. All owners who take title to lots in this plat take such title subject to the Developer's unilateral right and privilege to supplement the Lake Stonebridge Declaration, as provided therein.

All of the terms, provisions, covenants, conditions, and restrictions which shall be contained in the Declaration shall be incorporated herein by reference upon recording of the Declaration.

In order to provide adequate protection to all present and future owners of lots in this subdivision, the covenants, restrictions and limitations contained in these plat covenants, in addition to those set forth in the Declaration, are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Developer and anyone at any time owning or occupying a part or portion of such land.

3. Prior to application for an improvement location permit from the appropriate governmental agency for the construction of a residence or other structure, site plans, landscaping plans and building plans shall have been approved in writing by the Lake

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Stonebridge Architectural Design and Environmental Control Committee as defined in the Declaration. Such approval shall include but not be limited to building design, color and location, driveways, tree preservation, and proposed landscaping and fencing, all in accordance with the requirements of the Lake Stonebridge Architectural Control Guidelines.

4. Lots are subject to the following Drainage Easements, Utility Easements, Sewer Easements, and Landscape Easements, either separately or in combination, as shown on the plat, which easements are reserved for the use of the Declarant, the Association, public or private utility companies and governmental agencies, as follows:

"Drainage Easements" are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or the public or private drainage system. Under no circumstances shall drainage easements be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by Declarant, its successors or assigns.

"Utility Easements" are hereby created for the use of public or private utility companies and cable television companies, not including transportation companies, for the installation of poles, pipes, mains, ducts and cable or other related utility structures, as well as for the uses specified for sewer easements.

"Sewer Easements" are hereby created for the use of the Utility, public or private, having jurisdiction over the sanitary waste disposal system designated to serve Lake Stonebridge. Sewer Easements shall be used to construct, operate, inspect, maintain, reconstruct and remove mains, ducts, or other related utility structures of sanitary sewers that are a part of said system. Sanitary sewer manholes shall not be placed under or within one foot horizontal distance of pavement, including driveways or sidewalks. Sewer Easements are a part of the Utility Easements.

"Landscape Easements" and "Painting Easements" are hereby reserved and created over and across Lots (without specific designation or reservation on the Plat), and throughout the entire Lake Stonebridge subdivision, within which landscaping, earth mounds, screening material, fencing, walls, neighborhood and community identification signs, directories, lighting, irrigation systems and other improvements may be constructed and maintained by the

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Developer or the Association to provide landscape design continuity and ensure attractive and aesthetically pleasing areas throughout the Subdivision. It is the plan and design of this Subdivision that all landscaping (with the exception of private planting beds approved by the Association) and the painting or staining of the exterior of all houses, be undertaken by the Association, as a common expense, as further described under paragraphs 13 and 14 of these Plat Covenants. Within landscape easements, the Developer and the Association shall have the right to install, inspect, maintain, reconstruct and remove such landscape improvements as described herein. Owners of Lots shall have the right to fully use and enjoy their own Lot, except for such use as may impair, impede, or interfere with the exercise by the Developer or Association of the landscaping, painting, and other rights granted herein. Owners of Lots shall not construct, nor permit to be constructed any structure or obstruction on or over any part of a Lot or interfere with the Developer's or Association's ability to use or gain access to the Lot for purposes permitted by this Landscape Easement.

"Maintenance Easements" are created to provide means of access for public utility companies, governmental agencies and the Association to various areas of the subdivision (including, without limitation, the lakes or ponds shown on the within plat and on the Development Plan for The Legends at Geist) to permit said parties to perform their respective responsibilities and to install, maintain and service their respective installations. Maintenance Easements exist throughout the subdivision without specific designation or reservation on the Plat.

The Developer and/or Builder(s) approved by the Developer shall retain the right to display marketing and promotional signs within this subdivision until the sale of the last lot in the Lake Stonebridge Subdivision (including Sections not yet platted) owned by either the Developer or the Builder(s).

The owners of lots in this subdivision shall take and hold title to their lots subject to all of the foregoing Easements, to the rights of the public utility companies, governmental agencies, the Developer, the Association and others therein (which rights also include the right of ingress and egress in, along, across and through said Easements), to the jurisdiction of the proper authorities and to the covenants herein granted and reserved.

5. Subject to other provisions contained herein, building setback lines are hereby established as shown on this plat (sometimes noted as "setback line"), between which lines and the property lines of the lots shall be erected or maintained no

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building or structure. No building, structure or accessory building shall be erected closer than five feet (5') to any side lot line, unless specifically approved by the Committee, nor less than twenty feet (20') from any rear lot line. In no case shall aggregate side yards between homes be less than ten feet (10'). No building, structure or accessory building shall be erected closer than twenty five feet (25') to any street right-of-way unless a lesser building setback is specifically approved by the Committee.

6. The owners of all lots in Lake Stonebridge shall be required to submit a drainage plan, which shall include a minimum building pad elevation, to the Committee for its approval and which must also be submitted as part of the application for a building permit and be satisfactory to the governmental agency which issues building permits. The minimum pad elevation as so approved by the Committee and the governmental agency shall constitute the minimum elevation for all buildings on said lot. In addition, no buildings, structures or other improvements shall be constructed on any part of a lot lying within the floodway as shown on the within plat (if any) except in accordance with the rules and requirements of, and prior approval of, the Department of Natural Resources of the State of Indiana.

7. Except to the extent any portions of lots in this subdivision are or may become "Common Area" as defined in the Declaration, and which may be used for the purposes for which the same are designated and intended, all lots in this subdivision shall be used solely for residential purposes, unless alternative uses, such as permitted home occupations, are consented to by the Association and are permitted under applicable zoning laws No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling, and a private garage for not more than three (3) cars. No portion of any lot may be sold or subdivided so that there will be thereby created a greater number of lots than the original number platted

8. The ground floor of each dwelling constructed on a lot, exclusive of one-story open porches and garages, shall be not less than one thousand (1,000) square feet in the case of a one-story structure, nor less than one thousand (1,000) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of fourteen hundred (1,400) square feet of finished and liveable floor area.

9. No construction vehicles, shacks or outhouses shall be erected or situated on any lot herein, except for use by a builder during the construction of a proper structure, which builder's temporary construction structure shall be promptly removed upon completion of the proper structure.

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10. All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or driveways and no vehicle shall be permanently maintained or kept on the public streets or areas of the subdivision. The Association shall have the authority to enact rules limiting the number of cars or other vehicles permitted to be parked in a driveway. No disabled vehicle shall be openly stored on any residential lot or elsewhere within the subdivision. Also, no boat, trailer, camper, or motor home of any kind (including, but not in limitation thereof, house trailers, camper trailers, or boat trailers) shall be kept or parked upon any lot unless kept in an approved, enclosed garage.

11. No "for sale", "for rent", "garage sale" or other signs for any purpose shall be placed upon any common area or upon any Lot other than the Lot which is for sale, for rent or upon which the garage sale will be held, without the express consent of the Board. Any "for sale", "for rent", "garage sale" or other yard signs, whether placed on any lot or with the Board's consent placed in the common areas, shall be less than 45" in height and less than 36" in width. No more than one sign may be placed on any Lot, without the prior consent of the Board. No banners or signs shall be hung from any home or elsewhere on any Lot for more than one week, without the prior consent of the Board.

12. All garbage cans, mechanical equipment, and other similar items on Lots shall be located or screened so as to be concealed from view of neighboring lots, streets, and property located adjacent to the Lot. No clotheslines or above ground storage tanks shall be permitted on any Lot or elsewhere on the property. All rubbish, trash, and garbage shall be stored in appropriate containers and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon.

13. Landscaping and grounds maintenance throughout Lake Stonebridge, including the individual Lots, shall be the sole responsibility of the Association. The cost of landscaping and grounds maintenance shall be a common expense of the Association. No Owner or occupant of a Lot shall be permitted to plant trees or shrubbery; fertilize trees, shrubbery or grass; dig flower or planting beds of any nature; remove existing plantings or lawn; or otherwise alter the landscaping and grounds of his or her own Lot or of any common area of the subdivision without the prior consent of the Board. The Association shall have the sole right and responsibility of establishing and maintaining the landscaping and grounds of the subdivision, which right and responsibility may be delegated to the developer or to individual builders as a part of initial construction of the subdivision or of Lots thereon. In the event that any Owner of any Lot or any other person interferes with the Association's sole right to control the landscaping and grounds maintenance of the subdivision, any damages or costs to repair or return the

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landscaping to its prior condition resulting therefrom shall be chargeable to such person, including costs and attorney fees.

14. The Association shall have the sole right and responsibility for painting or staining the exterior of all houses in the Lake Stonebridge subdivision. Paint or stain color shall be determined by the Owner, from a selection of colors approved by the Association. The cost of painting or staining the exterior of houses shall be a common expense. Other exterior maintenance, including roofing, gutters and downspouts, and replacing wood or other siding, shall be the sole cost and expense of the Owner of the property and shall be a lien against their lot.

15. The Association may make assessments to cover any costs incurred in enforcing these covenants or in undertaking any maintenance or other activity which is the responsibility of the Association or any maintenance or other activity of a lot owner hereunder or under the Declaration, which the lot owner has not undertaken as required. Any such assessments shall be only against those lot owners whose failure to comply with the requirements of the covenants hereunder and under the Declaration necessitated the action to enforce such covenants or the undertaking of the maintenance or other activity.

16. No farm animals or fowl of any kind, nor any domestic animals for commercial purposes, shall be kept or permitted on any lot or lots in this subdivision at any time. The Association shall have the authority to restrict the number of domestic animals kept on any Lot and to establish rules and regulations for the maintenance of pets within the subdivision.

17. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or to any neighbor. Included within this covenant shall be noise, light, odor and appearance. The sole discretion of the Developer or the Association shall determine what is offensive or a nuisance.

18. No private, or semi-private, water supply and/or sewage disposal system may be located upon any lot in this subdivision unless the municipal system is discontinued or establishes itself to be unreliable, as determined by the Association. In which event, any such water or sewer system, including any absorption field or finger system, must be in compliance with regulations or procedures as provided by the applicable public health agencies, or other civil authority having jurisdiction, and approved by the Committee.

19. No construction shall be commenced nor shall any building, structure or other improvements be erected, placed or altered on any lot in this subdivision until the building plans, specifications and plot plan showing the location of such construction have been approved as to the compatibility of the

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same with existing structures and with the intent of these covenants and those set forth in the Declaration, by the Lake Stonebridge Design Committee (the "Committee"), in accordance with the procedures for such approval contained in the Declaration and all rules, regulations and guidelines adopted by the Committee. If the Committee fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of a completed application not in conflict with the Architectural Guidelines, the owner may then proceed with the building or construction activity according to the plans as submitted. No Owner shall be permitted to substitute different plans or materials or alter the location of the improvements from that submitted to the Committee without first obtaining the approval of the Committee. Neither the Committee nor any of its members shall be entitled to any compensation for services performed pursuant to this covenant or in performing any of its duties or obligations set forth in the Declaration.

20. No wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 25 feet from the intersection of said street lines, 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 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

21. The Association, in accordance with the terms of the Declaration, but subject to the obligations of individual lot owners to keep "Drainage Easements" free of obstructions so that the flow of water will be unimpeded, shall maintain the storm drainage system for the subdivision and, for such purposes, shall have an easement over all portions of the subdivision used as part of such storm drainage system. Such maintenance by the Association shall, to the extent necessary, include the maintenance of all inlet pipes, open ditches, pipes, swales, lakes and lake banks. The costs and expenses of such maintenance of the storm drainage system (including the lakes, ponds or marina shown on this plat) shall be assessed as part of the general assessment against the owners of all lots in this subdivision as provided in the Declaration, such assessments shall be secured by the lien for the same as provided in the Declaration. Sump pumps, gravity drains and other drains serving individual residences on lots shall not outfall or empty onto grass swales between lots, but only into major drainage swales or

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storm structures included in the storm drainage system for the subdivision.

22. Lots with frontage on more than one (1) street shall have all of their access points from only one (1) of such street frontages, unless otherwise approved by the Committee. No lots shall enter or exit directly onto 116th Street.

23. The discharge of firearms within Lake Stonebridge, except for the protection of an individual from personal attack or injury, is prohibited. The term "firearms" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Declaration, the Association shall not be obligated to take action to enforce this Section.

24. No above-ground swimming pools shall be erected, constructed or installed on any Lot, provided, nothing herein shall preclude installation and use of hot tubs, spas, jacuzzis or any similar apparatus, with prior approval of the Committee.

25. Minibarns and other detached storage buildings, other than enclosures for approved swimming pools, hot tubs or spas, shall be prohibited. Enclosures for swimming pools, hot tubs and spas shall be limited as determined by the Committee.

26. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed on any Lot.

27. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee

28. The Committee shall have the authority to control or prohibit fences, including the authority to have different rules for fences on waterfront properties The Committee shall also have authority to establish rules and regulations for decks on any property.

29. The Board of Directors shall have the authority to establish rules and regulations for design and erection of docks and use of any body of water in the Subdivision. Boating shall only be permitted within the rules and regulations established by the Board

30. An easement shall exist in favor of the golf course and its licensees (golfers and maintenance personnel) to enter upon golf course frontage lots for the sole purpose of retrieving errant golf balls, so long as the licensee does no harm to the property. The licensee shall be responsible for any harm or damage to the property as a result of his or her use of this easement and this easement expressly excludes a right to hit the golf ball from any private lot The owner of the golf course shall not be responsible to the Association or to any home owner

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for any damage done to a lot or to the common areas by any licensee's usage of this easement.

31. Every Owner shall cause all tenants and/or occupants of his or her Lot to comply with these restrictions, the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto. The Owner must make available to any lessee copies of these restrictions, the Declaration, By-Laws, and the rules and regulations.

32. Owners of all lots in this subdivision, by acceptance of the deed transferring title to said lots, consent to Declarant or its successor or assigns petitioning for annexation of all real estate in this subdivision, and any additions hereto, into the boundaries of any City or Town.

33. The Association may, but shall not be obligated to, maintain or support certain activities within Lake Stonebridge designed to make Lake Stonebridge safer than it otherwise might be. Neither the Association, the Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security with Lake Stonebridge, however, and neither the Association, the Declarant, nor any Successor Declarant shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and Occupants of any Lot, tenants, guests and invitees of any Owner, as applicable, stipulate and acknowledge that the Association and its Board of Directors, Declarant, or any Successor Declarant and the Lake Stonebridge Design Committee do not represent or warrant that any fire protection system, burglar alarm system or the security system designated by or installed according to guidelines established by the Declarant or the Committee may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, nor that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner and Occupant of any Lot, and each tenant, guest and invitee of any Owners, as applicable, acknowledges and understands that the Association, its Board of Directors and Committees, Declarant, or any Successor Declarant are not insurers and that each Owner and Occupant of any Lot and each Tenant, guest and invitee of any Owner assumes all risks for loss or damage to person, to Lots and to the contents of homes and further acknowledges that no statement made by or on behalf of the Association, its Board of Directors and Committees,

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Declarant, or any Successor Declarant will be deemed to be a representation or warranty nor will any Owner, occupant, tenant, guest or invitee rely upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security systems recommended or installed or any security measures undertaken or any claim for failure to take security measures or additional security measures within the properties.

34. If the parties hereto, or any of them, or their heirs or assigns, or any future transferee of the real estate or any part thereof, shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, the Association, the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from doing so, to recover damages or other charges for such violation, including attorney fees and costs, and\or to require the removal of structures erected in violation hereof.

35. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a seventy five percent (75%) majority of the then owners of the lots in this subdivision it is agreed to change (or terminate) said covenants in whole or in part; 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

These plat covenants may be amended, in whole or in part, by an affirmative vote of seventy five percent (75%) of the Lot owners, so long as the Declarant has also consented to such amendment, if the Declarant owns any interest in any portion of the Lake Stonebridge subdivision, as shown on Exhibit 1 hereto and incorporated herein, or on any addition to Lake Stonebridge pursuant to the terms of the Lake Stonebridge Declaration or the Legends at Geist Declaration.

36. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions. which shall remain in full force and effect.

37. If there is any irreconcilable difference between any of the covenants and restrictions contained in this plat and the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained in this plat shall govern and control, only to the extent of the irreconcilable

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conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible. Notwithstanding this provision, the procedures for Architectural Control stated in Article X of the Declaration shall control over the provisions of Paragraph 19 of these Plat Covenants and the Covenants and Restrictions of Article XV of the Declaration shall control over the covenants and restrictions stated herein, if any irreconcilable difference or conflict exists.

IN WITNESS WHEREOF, the undersigned has caused the Plat Covenants for Lake Stonebridge, Section 1-F to be executed this 16TH day of MAY, 1997.

LAND INNOVATORS COMPANY,
an Indiana Limited Partnership

R.N. Thompson, General Partner

9709719077
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 05-16-1997 At 01:34 pm.
DEC COV RES 33.00

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared R.N. Thompson, General Partner of Land Innovators Company, an Indiana Limited Partnership, Declarant herein, and acknowledged the execution of these Plat Covenants this 16TH day of MAY, 1997.

Notary Public
JUDY K. KIEMEYER
Printed Name

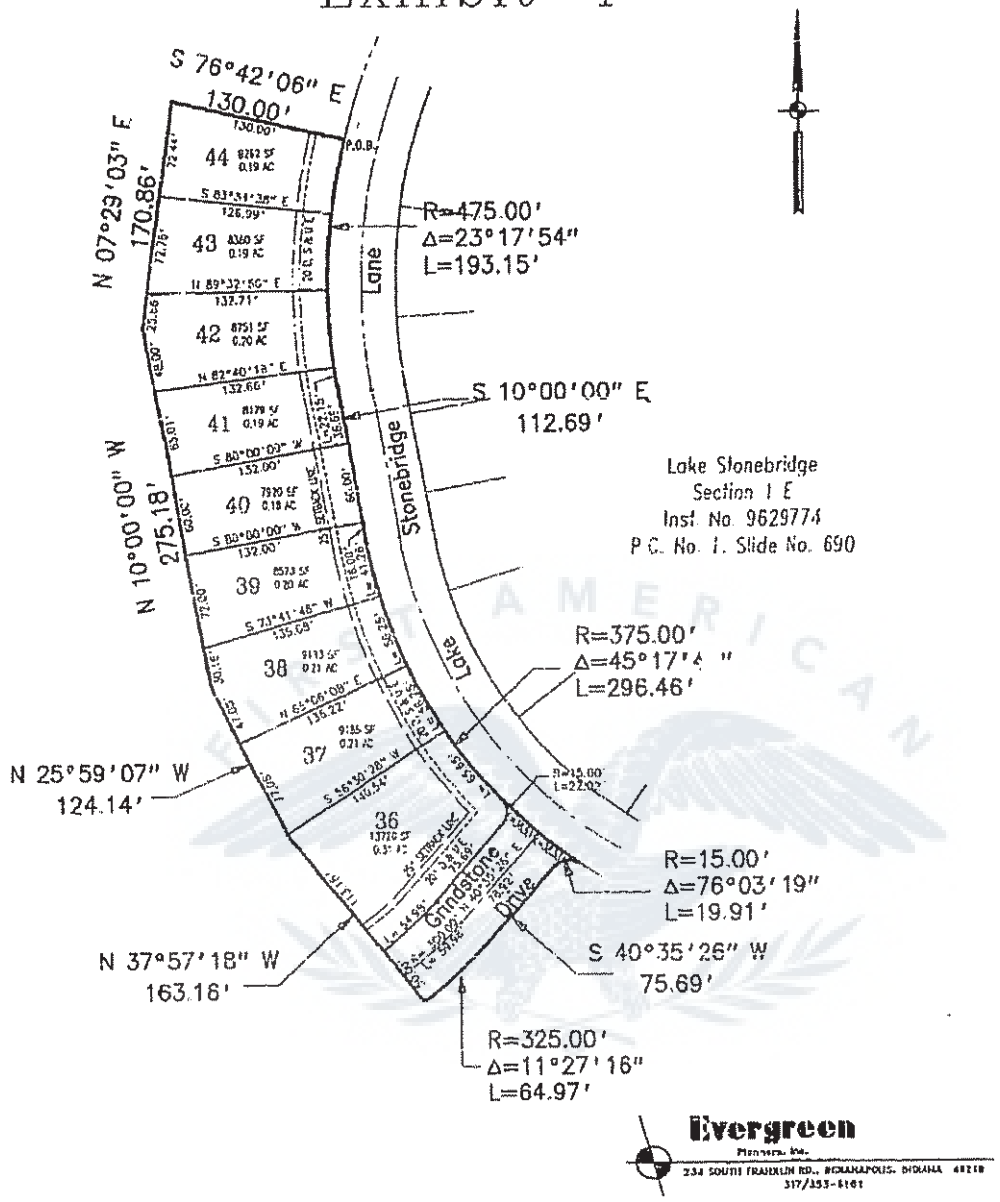
My commission expires: APRIL 8, 1998

My county of residence: MARION

This Instrument was prepared by William T. Rosenbaum, Attorney at Law, 1901 Broad Ripple Avenue, Indianapolis, Indiana 46220 (317) 259-6600

Description: Hamilton,IN Document - Year.DocID 1997.19077 Page: 11 of 13
Order: lake stonebrige Comment:

Exhibit "I"



BEST POSSIBLE IMAGE

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Lake Stonebridge Section 1 F
Land Description

Part of the Northwest Quarter of Section 4, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and described as follows:

Commencing at the Northwest corner of said Northwest Quarter;
thence North 89 degrees 44 minutes 42 seconds East (an assumed bearing) along the North line of said Northwest Quarter a distance of 375.45 feet;
thence South 01 degrees 15 minutes 18 seconds East 100.00 feet;
thence South 51 degrees 35 minutes 09 seconds East 203.61 feet to a non-tangent curve, from which the radius point bears South 23 degrees 06 minutes 05 seconds East;
thence Southerly along said curve an arc distance of 231.99 feet to a point from which the radius point bears South 64 degrees 00 minutes 00 seconds East, said curve having a radius of 325.00 feet;
thence South 26 degrees 00 minutes 00 seconds West 117.47 feet to a tangent curve to the left and from which the radius point bears South 64 degrees 00 minutes 00 seconds East;
thence Southerly along said curve an arc distance of 105.30 feet to a point from which the radius point bears South 76 degrees 42 minutes 06 seconds East, said curve having a radius of 475.00 feet and being the POINT OF BEGINNING;
thence continue in a Southerly direction along above said curve an arc distance of 193.15 feet to a point from which the radius point bears North 80 degrees 00 minutes 00 seconds East, said curve having a radius of 475.00 feet;
thence South 10 degrees 00 minutes 00 seconds East 112.69 feet to a tangent curve to the left and from which the radius point bears North 80 degrees 00 minutes 00 seconds East;
thence Southeasterly along said curve an arc distance of 296.46 feet to a point from which the radius point bears North 34 degrees 42 minutes 13 seconds East, said point being a point of cusp, the radius point of the cusp curve bearing South 34 degrees 42 minutes 13 seconds West;
thence Westerly along said curve an arc distance of 19.91 feet to a point from which the radius point bears South 49 degrees 24 minutes 34 seconds East, said curve having a radius of 15.00 feet;
thence South 40 degrees 35 minutes 26 seconds West 75.69 feet to a tangent curve to the right and from which the radius point bears North 49 degrees 24 minutes 34 seconds West;
thence Southwesterly along said curve an arc distance of 64.97 feet to a point from which the radius point bears North 37 degrees 57 minutes 18 seconds West, said curve having a radius of 325.00 feet;
thence North 37 degrees 57 minutes 18 seconds West 163.16 feet;
thence North 25 degrees 59 minutes 07 seconds West 124.14 feet;
thence North 10 degrees 00 minutes 00 seconds West 275.18 feet;
thence North 07 degrees 29 minutes 03 seconds East 170.86 feet;
thence South 76 degrees 42 minutes 06 seconds East 130.00 feet to the point of beginning and containing 2.06 acres more or less.

Exhibit "A"

Instrument
9809807246

9809807246
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 02-17-1998 At 12:57 pm.
DEC COV RES 33.00

330
11

PLAT COVENANTS
LAKE STONEBRIDGE SUBDIVISION
SECTION 2-A

This Instrument, executed this 29TH day of December, 1997, by Land Innovators Company, an Indiana Limited Partnership (referred to herein as "Developer" or as "Declarant") hereby establishes plat covenants, conditions, and restrictions for the real estate to be known as Lake Stonebridge, Section 2-A, which is described in Exhibit "A" hereto. Lake Stonebridge, Section 2-A shall contain Lots 33 through 35 and Lots 45 through 50, inclusive, a total of 9 Lots, plus Block "G".

1. All rights-of-way shown and not heretofore dedicated are hereby dedicated to the public for its use as public ways.

2. In addition to the covenants and restrictions set forth herein, the real estate described in this plat is also subject to certain additional covenants and restrictions contained in the Declaration of Covenants and Restrictions for Lake Stonebridge (hereinafter referred to as the "Declaration" or as the "Lake Stonebridge Declaration"), recorded in the Office of the Recorder of Hamilton County, Indiana, as Instrument Number 94-48496, and as Instrument Number 95-37187, and revised and re-recorded as Instrument No. 95-52046, and the Supplemental Declaration of Covenants, Condition and Restrictions recorded on June 3, 1996 as Instrument No. 9609622651, and in the Declaration of Covenants, Conditions, and Restrictions for The Legends at Geist (the "Legends Declaration"), recorded in the Office of the Recorder of Hamilton County, Indiana, as Instrument Number 92-51016 and to the rights, powers, duties, and obligations of both The Lake Stonebridge Homeowners Association, Inc. (the "Association") and the Lake Stonebridge Architectural Control Committee (the "Committee"), as set forth in the Declaration and Design Guidelines promulgated by the Committee. All owners who take title to lots in this plat take such title subject to the Developer's unilateral right and privilege to supplement the Lake Stonebridge Declaration, as provided therein.

In order to provide adequate protection to all present and future owners of lots in this subdivision, the covenants, restrictions and limitations contained in these plat covenants, in addition to those set forth in the Declaration, are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Developer and anyone at any time owning or occupying a part or portion of such land.

3. Prior to application for an improvement location permit from the appropriate governmental agency for the construction of a residence or other structure, site plans, landscaping plans and building plans shall have been approved in writing by the Lake Stonebridge Architectural Design and Environmental Control

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Committee as defined in the Declaration. Such approval shall include but not be limited to building design, color and location, driveways, tree preservation, and proposed landscaping and fencing, all in accordance with the requirements of the Lake Stonebridge Architectural Control Guidelines.

4. Lots are subject to the following Drainage Easements, Utility Easements, Sewer Easements, and Landscape Easements, either separately or in combination, as shown on the plat, which easements are reserved for the use of the Declarant, the Association, public or private utility companies and governmental agencies, as follows:

"Drainage Easements" are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or the public or private drainage system. Under no circumstances shall drainage easements be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by Declarant, its successors or assigns.

"Utility Easements" are hereby created for the use of public or private utility companies and cable television companies, not including transportation companies, for the installation of poles, pipes, mains, ducts and cable or other related utility structures, as well as for the uses specified for sewer easements.

"Sewer Easements" are hereby created for the use of the Utility, public or private, having jurisdiction over the sanitary waste disposal system designated to serve Lake Stonebridge. Sewer Easements shall be used to construct, operate, inspect, maintain, reconstruct and remove mains, ducts, or other related structures of sanitary sewers that are a part of said system. Sanitary sewer manholes shall not be placed under or within one foot horizontal distance of pavement, including driveways or sidewalks. Sewer Easements are a part of the Utility Easements.

"Landscape Easements" and "Painting Easements" are hereby reserved and created over and across Lots (without specific designation or reservation on the Plat), and throughout the entire Lake Stonebridge subdivision, within which landscaping, earth mounds, screening material, fencing, walls, neighborhood and community identification signs, directories, lighting, irrigation systems and other improvements may be constructed and maintained by the Developer or the Association to provide landscape design continuity and ensure attractive and aesthetically pleasing

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areas throughout the Subdivision. It is the plan and design of this Subdivision that all landscaping (with the exception of private planting beds approved by the Association) and the painting or staining of the exterior of all houses be undertaken by the Association as a common expense, as further described under paragraphs 13 and 14 of these Plat Covenants. Within landscape easements, the Developer and the Association shall have the right to install, inspect, maintain, reconstruct and remove such landscape improvements as described herein. Owners of Lots shall have the right to fully use and enjoy their own Lot, except for such use as may impair, impede, or interfere with the exercise by the Developer or Association of the landscaping, painting, and other rights granted herein Owners of Lots shall not construct, nor permit to be constructed, any structure or obstruction on or over any part of a Lot or interfere with the Developer's or Association's ability to use or gain access to the Lot for purposes permitted by this Landscape Easement.

"Maintenance Easements" are created to provide means of access for public utility companies, governmental agencies and the Association to various areas of the subdivision (including, without limitation, the lakes or ponds shown on the within plat and on the Development Plan for The Legends at Geist) to permit said parties to perform their respective responsibilities and to install, maintain and service their respective installations. Maintenance Easements exist throughout the subdivision without specific designation or reservation on the Plat.

The Developer and/or Builder(s) approved by the Developer shall retain the right to display marketing and promotional signs within this subdivision until the sale of the last lot in the Lake Stonebridge Subdivision (including Sections not yet platted) owned by either the Developer or the Builder(s).

The owners of lots in this subdivision shall take and hold title to their lot subject to all of the foregoing Easements, to the rights of the public utility companies, governmental agencies, the Developer, the Association and others therein (which rights also include the right of ingress and egress in, along, across and through said Easements), to the jurisdiction of the proper authorities and to the covenants herein granted and reserved.

5. Subject to other provisions contained herein, building setback lines are hereby established as shown on this plat (sometimes noted as "setback line"), between which lines and the property lines of the lots shall be erected or maintained no building or structure. No building, structure or accessory building shall be erected closer than five feet (5') to any side

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lot line, unless specifically approved by the Committee, nor less than twenty feet (20') from any rear lot line. In no case shall aggregate side yards between homes be less than ten feet (10'). No building, structure or accessory building shall be erected closer than twenty five feet (25') to any street right-of-way unless a lesser building setback is specifically approved by the Committee.

6. The owners of all lots in Lake Stonebridge shall be required to submit a drainage plan, which shall include a minimum building pad elevation, to the Committee for its approval and which must also be submitted as part of the application for a building permit and be satisfactory to the governmental agency which issues building permits. The minimum pad elevation as so approved by the Committee and the governmental agency shall constitute the minimum elevation for all buildings on said lot. In addition, no buildings, structures or other improvements shall be constructed on any part of a lot lying within the floodway as shown on the within plat (if any) except in accordance with the rules and requirements of, and prior approval of, the Department of Natural Resources of the State of Indiana.

7. Except to the extent any portions of lots in this subdivision are or may become "Common Area" as defined in the Declaration, and which may be used for the purposes for which the same are designated and intended, all lots in this subdivision shall be used solely for residential purposes, unless alternative uses, such as permitted home occupations, are consented to by the Association and are permitted under applicable zoning laws. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling, and a private garage for not more than three (3) cars. No portion of any lot may be sold or subdivided so that there will be thereby created a greater number of lots than the original number platted.

8. The ground floor of each dwelling constructed on a lot, exclusive of one-story open porches and garages, shall be not less than one thousand (1,000) square feet in the case of a one-story structure, nor less than one thousand (1,000) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of fourteen hundred (1,400) square feet of finished and liveable floor area.

9. No construction vehicles, shacks or outhouses shall be erected or situated on any lot herein, except for use by a builder during the construction of a proper structure, which builder's temporary construction structure shall be promptly removed upon completion of the proper structure.

10. All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or driveways and no vehicle shall be permanently maintained or kept on the public

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streets or areas of the subdivision. The Association shall have the authority to enact rules limiting the number of cars or other vehicles permitted to be parked in a driveway. No disabled vehicle shall be openly stored on any residential lot or elsewhere within the subdivision. Also, no boat, trailer, camper, or motor home of any kind (including, but not in limitation thereof, house trailers, camper trailers, or boat trailers) shall be kept or parked upon any lot unless kept in an approved, enclosed garage.

11. No "for sale", "for rent", "garage sale" or other signs for any purpose shall be placed upon any common area or upon any Lot other than the Lot which is for sale, for rent or upon which the garage sale will be held, without the express consent of the Board. Any "for sale", "for rent" or other yard signs, whether placed on any lot or with the Board's consent placed in the common areas, shall be less than 45" in height and less than 36" in width. No more than one sign may be placed on any Lot, without the prior consent of the Board. No banners or signs shall be hung from any home or elsewhere on any Lot for more than one week, without the prior consent of the Board.

12. All garbage cans, mechanical equipment, and other similar items on Lots shall be located or screened so as to be concealed from view of neighboring lots, streets, and property located adjacent to the Lot. No clotheslines or above ground storage tanks shall be permitted on any Lot or elsewhere on the property. All rubbish, trash, and garbage shall be stored in appropriate containers and shall regularly be removed from the property and shall not be allowed to accumulate thereon.

13. Landscaping and grounds maintenance throughout Lake Stonebridge, including the individual Lots, shall be the sole responsibility of the Association. The cost of landscaping and grounds maintenance shall be a common expense of the Association. No Owner or occupant of a Lot shall be permitted to plant trees or shrubbery; fertilize trees, shrubbery or grass; dig flower or planting beds of any nature; remove existing plantings or lawn; or otherwise alter the landscaping and grounds of his or her own Lot or of any common area of the subdivision without the prior consent of the Board. The Association shall have the sole right and responsibility of establishing and maintaining the landscaping and grounds of the subdivision, which right and responsibility may be delegated to the developer or to individual builders as a part of initial construction of the subdivision or of Lots thereon. In the event that any Owner of any Lot or any other person interferes with the Association's sole right to control the landscaping and grounds maintenance of the subdivision, any damages or costs to repair or return the landscaping to its prior condition resulting therefrom shall be chargeable to such person, including costs and attorney fees.

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14. The Association shall have the sole right and responsibility for painting or staining the exterior of all houses in the Lake Stonebridge subdivision. Paint or stain color shall be determined by the Owner, from a selection of colors approved by the Association. The cost of painting or staining the exterior of houses shall be a common expense. Other exterior maintenance, including roofing, gutters and downspouts, and replacing wood or other siding, shall be the sole cost and expense of the Owner of the property and shall be a lien against their lot.

15. The Association may make assessments to cover any costs incurred in enforcing these covenants or in undertaking any maintenance or other activity which is the responsibility of the Association or any maintenance or other activity of a lot owner hereunder or under the Declaration, which the lot owner has not undertaken as required. Any such assessments shall be only against those lot owners whose failure to comply with the requirements of the covenants hereunder and under the Declaration necessitated the action to enforce such covenants or the undertaking of the maintenance or other activity

16. No farm animals or fowl of any kind, nor any domestic animals for commercial purposes, shall be kept or permitted on any lot or lots in this subdivision at any time. The Association shall have the authority to restrict the number of domestic animals kept on any Lot and to establish rules and regulations for the maintenance of pets within the subdivision.

17. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or to any neighbor. Included within this covenant shall be noise, light, odor and appearance. The sole discretion of the Developer or the Association shall determine what is offensive or a nuisance.

18. No private, or semi-private, water supply and/or sewage disposal system may be located upon any lot in this subdivision unless the municipal system is discontinued or establishes itself to be unreliable, as determined by the Association. In which event, any such water or sewer system, including any absorption field or finger system, must be in compliance with regulations or procedures as provided by the applicable public health agencies, or other civil authority having jurisdiction, and approved by the Committee.

19. No construction shall be commenced nor shall any building, structure or other improvements be erected, placed or altered on any lot in this subdivision until the building plans, specifications and plot plan showing the location of such construction have been approved being the compatible with existing structures and with the intent of these covenants and those set forth in the Declaration, by the Lake Stonebridge

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Design Committee (the "Committee"), in accordance with the approval procedures contained in the Declaration and all rules, regulations and guidelines adopted by the Committee. If the Committee fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of a completed application not in conflict with the Architectural Guidelines, the owner may then proceed with the building or construction activity according to the plans as submitted. No Owner shall be permitted to substitute different plans or materials or alter the location of the improvements from that submitted to the Committee without first obtaining the approval of the Committee. Neither the Committee nor any of its members shall be entitled to any compensation for services performed pursuant to this covenant or in performing any of its duties or obligations set forth in the Declaration.

20. No wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 25 feet from the intersection of said street lines, 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 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

21. The Association, in accordance with the terms of the Declaration, but subject to the obligations of individual lot owners to keep "Drainage Easements" free of obstructions so that the flow of water will be unimpeded, shall maintain the storm drainage system for the subdivision and, for such purposes, shall have an easement over all portions of the subdivision used as part of such storm drainage system. Such maintenance by the Association shall, to the extent necessary, include the maintenance of all inlet pipes, open ditches, pipes, swales, lakes and lake banks. The costs and expenses of such maintenance of the storm drainage system (including the lakes, ponds or marina shown on this plat) shall be assessed as part of the general assessment against the owners of all lots in this subdivision as provided in the Declaration. Sump pumps, gravity drains and other drains serving individual residences on lots shall not outfall or empty onto grass swales between lots, but only into major drainage swales or storm structures included in the storm drainage system for the subdivision.

22. Lots with frontage on more than one street shall have all of their access points from only one of such street frontages, unless otherwise approved by the Committee. No lots

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shall enter or exit directly onto 116th Street.

23. The discharge of firearms within Lake Stonebridge, except for the protection of an individual from personal attack or injury, is prohibited. The term "firearms" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Declaration, the Association shall not be obligated to take action to enforce this covenant.

24. No above-ground swimming pools shall be erected, constructed or installed on any Lot, provided, nothing herein shall preclude installation and use of hot tubs, spas, jacuzzis or any similar apparatus, with prior approval of the Committee.

25. Minibarns and other detached storage buildings, other than enclosures for approved swimming pools, hot tubs or spas, shall be prohibited. Enclosures for swimming pools, hot tubs and spas shall be limited as determined by the Committee.

26. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed on any Lot.

27. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee.

28. The Committee shall have the authority to control or prohibit fences, including the authority to have different rules for fences on waterfront properties. The Committee shall also have authority to establish rules and regulations for decks on any property.

29. The Board of Directors shall have the authority to establish rules and regulations for design and erection of docks and use of any body of water in the Subdivision. Boating shall only be permitted within the rules and regulations established by the Board.

30. An easement shall exist in favor of the golf course and its licensees (golfers and maintenance personnel) to enter upon golf course frontage lots for the sole purpose of retrieving errant golf balls, so long as the licensee does no harm to the property. The licensee shall be responsible for any harm or damage to the property as a result of his or her use of this easement and this easement expressly excludes a right to hit the golf ball from any private lot. The owner of the golf course shall not be responsible to the Association or to any home owner for any damage done to a lot or to the common areas by any licensee's usage of this easement.

31. Every Owner shall cause all tenants and/or occupants of his or her Lot to comply with these restrictions, the Declaration, By-Laws, and the rules and regulations adopted

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pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto. The Owner must make available to any lessee copies of these restrictions, the Declaration, By-Laws, and the rules and regulations.

32. Owners of all lots in this subdivision, by acceptance of the deed transferring title to said lots, consent to Declarant or its successor or assigns petitioning for annexation of all real estate in this subdivision, and any additions hereto, into the boundaries of any City or Town.

33. The Association may, but shall not be obligated to, maintain or support certain activities within Lake Stonebridge designed to make Lake Stonebridge safer than it otherwise might be. Neither the Association, the Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security with Lake Stonebridge, however, and neither the Association, the Declarant, nor any Successor Declarant shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and Occupants of any Lot, tenants, guests and invitees of any Owner, as applicable, stipulate and acknowledge that the Association and its Board of Directors, Declarant, or any Successor Declarant and the Lake Stonebridge Design Committee do not represent or warrant that any fire protection system, burglar alarm system or the security system designated by or installed according to guidelines established by the Declarant or the Committee may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, nor that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner and Occupant of any Lot, and each tenant, guest and invitee of any Owners, as applicable, acknowledges and understands that the Association, its Board of Directors and Committees, Declarant, or any Successor Declarant are not insurers and that each Owner and Occupant of any Lot and each Tenant, guest and invitee of any Owner assumes all risks for loss or damage to person, to Lots and to the contents of homes and further acknowledges that no statement made by or on behalf of the Association, its Board of Directors and Committees, Declarant, or any Successor Declarant will be deemed to be a representation or warranty nor will any Owner, occupant, tenant, guest or invitee rely upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire

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and/or burglar alarm systems or other security systems recommended or installed or any security measures undertaken or any claim for failure to take security measures or additional security measures within the properties.

34. If the parties hereto, or any of them, or their heirs or assigns, or any future transferee of the real estate or any part thereof, shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, the Association, the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from doing so, to recover damages or other charges for such violation, including attorney fees and costs, and\or to require the removal of structures erected in violation hereof.

35. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a seventy five percent (75%) majority of the then owners of the lots in this subdivision it is agreed to change (or terminate) said covenants in whole or in part; 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.

These plat covenants may be amended, in whole or in part, by an affirmative vote of seventy five percent (75%) of the Lot owners, so long as the Declarant has also consented to such amendment, if the Declarant owns any interest in any portion of the Lake Stonebridge subdivision, as shown on Exhibit 1 hereto and incorporated herein, or on any addition to Lake Stonebridge pursuant to the terms of the Lake Stonebridge Declaration or the Legends at Geist Declaration.

36. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

37. If there is any irreconcilable difference between any of the covenants and restrictions contained in this plat and the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained in this plat shall govern and control, only to the extent of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible. Notwithstanding this provision, the procedures for Architectural Control stated in Article X of the Declaration shall control over the provisions of Paragraph 19 of

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these Plat Covenants and the Covenants and Restrictions of Article XV of the Declaration shall control over the covenants and restrictions stated herein, if any irreconcilable difference or conflict exists.

IN WITNESS WHEREOF, the undersigned has caused the Plat Covenants for Lake Stonebridge, Section 2-A to be executed this 29 day of DEC., 1997.

LAND INNOVATORS COMPANY,
an Indiana Limited Partnership

R.N. Thompson, General Partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared R.N. Thompson, General Partner of Land Innovators Company, an Indiana Limited Partnership, Declarant herein, and acknowledged the execution of these Plat Covenants this 29 day of DEC, 1997.

Judy K. Kiemeyer
Notary Public
JUDY K. KIEMEYER
Printed Name

My commission expires: APRIL 8, 1998

My county of residence: MARION

This Instrument was prepared by William T. Rosenbaum, Attorney at Law, 1901 Broad Ripple Avenue, Indianapolis, Indiana 46220 (317) 259-6600

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19.00 (4)

200000004374
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 01-27-2000 At 10:24 am.
AMEND DECLA 19.00

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, AND BY-LAWS
LAKE STONEBRIDGE HOMEOWNERS ASSOCIATION, INC.
An Indiana Non-Profit Corporation

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Lake Stonebridge (hereinafter referred to as "the Declaration" or as "the Lake Stonebridge Declaration") is made this 27 day of January, 2000, by the Lake Stonebridge Homeowners Association, Inc., pursuant to Section 16.1 of the Declaration;

WHEREAS:

The Declaration of Covenants, Conditions and Restrictions, and By-laws for Lake Stonebridge was recorded on September 18, 1995 as Instrument No. 95-52046 in the Office of the Recorder of Hamilton County, Indiana. This Declaration replaced the Declarations filed on November 28, 1994 as Instrument No. 94-48496 and June 1, 1995 as Instrument No. 95-37187.

A Supplemental Declaration was recorded on June 3, 1996 as Instrument No. 9609622651 in the Office of the Recorder of Hamilton County, Indiana.

The Homeowners Association, after complying with the provisions for amendment of the Declaration provided in Section 16.1, now revise certain provisions in the Lake Stonebridge Declaration as provided herein.

NOW, THEREFORE, the Lake Stonebridge Declaration is amended as follows:

ARTICLE I
MAINTENANCE OF RESIDENCES, DECKS, DOCKS AND OTHER BUILDINGS

Section 1.1 Transfer of Responsibility for Painting, Staining and Related Maintenance. Under the terms and provisions of the Lake Stonebridge Declaration and the Supplemental Declaration, it was intended that the Homeowners Association would be responsible for the painting or staining of the exterior of residences, decks, boat docks and other buildings within Lake Stonebridge. The responsibility for painting, staining, waterproofing and maintenance of the exterior of residences, decks, boat docks and other buildings shall now become the responsibility of the owner and\or occupant of each lot. This transfer of responsibility shall revise the provisions of Sections 9.3, 9.4 and 11.2 of the Declaration, the definition of "Common Expense" contained in Section 1.7 of the Declaration, and the provisions of Section 1.4 of the Supplemental Declaration.

Section 1.2 Description of the Responsibility. Any repairs required to any house, deck, boat dock or other approved structure on a lot shall be the Owner's responsibility and the Owner's expense. This shall include, but not be limited to, the cost of painting and or staining, waterproofing, and replacing any wood or siding. It shall also include all roofing, guttering, masonry or brick exterior of a house, chimneys and windows. If any Owner shall fail to maintain and keep his property or any part thereof in a good.

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clean, sanitary and attractive condition, with an exterior appearance up to the general standards of the Lake Stonebridge subdivision, the Corporation may perform any work necessary and charge the Owner thereof for such cost, which shall be immediately due, and shall be secured by the Corporation's lien on the Owner's property Each Owner shall be entitled to select the color to be used for painting or staining of the exterior of a residence, deck, dock or other approved structure from a list of colors approved by the Board. In the event that an Owner selects a color not approved by the Board, the Owner shall be required to repaint or re-stain in an approved color and, if necessary, to strip the unapproved color from the exterior surface

Section 1.3 Maintenance Responsibilities Retained by the Association The Association shall continue to have the responsibility and sole authority for maintenance, repair and replacement of the common areas as provided in Section 9.2 of the Declaration and for maintaining the grass, trees and other landscaping in each Lot, as provided in the first paragraph of Section 9.3 of the Declaration.

Section 1.4 Amendment of the Plat Covenants. The Plat Covenants which have been recorded prior to this date have each included provisions for the Association to be responsible for painting or staining the exterior of all houses in the community. The provisions of this Article I of this Amendment shall not become effective until each of the Plat Covenants has also been amended in conformity with the provisions of this Article.

Section 1.5 Funds Escrowed for Exterior Maintenance. Upon the effective date of this Article, the Assessments charged to each Owner shall no longer contain funding for exterior painting and staining and related maintenance The excess reserve funds held by the Association, as determined by the Board of Directors, shall be refunded to the Owners according to their contribution

ARTICLE II
MAINTENANCE OF THE LAKES

Section 2.1 Maintenance Agreements. The provisions of Section 9.7 of the Declaration shall be amended as follows:

> Agreement for Maintenance and Use of the Lakes. The Lake Stonebridge Homeowners Association shall enter into an agreement with the Legends at Geist Homeowners Association and with the Owner of the Ironwood Golf Course regarding the maintenance and use of the Lakes, as described in Article 9.6 of the Declaration

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ARTICLE III
QUORUM AND VOTING REQUIREMENTS

Section 3.1 Quorum Requirements. The Quorum requirements of Section 5.5 of the Declaration shall be amended as follows:

> Quorum. Twenty percent (20%) of the Owners, represented in person or by proxy, shall constitute a quorum at a meeting of Owners. In the event that a quorum is not present, the meeting may be adjourned to another date and time, with or without further notice, as determined by the Board. Unless this Declaration requires a higher affirmative vote, returned ballots from twenty percent of the Owners shall be a quorum for Mail-in voting.

Section 3.2 Voting. The Voting requirements of Section 5.7 of the Declaration shall be amended as follows:

> Voting. Unless other provisions of this Declaration specifically provide for a greater approval requirement, the decision of a majority of votes cast at any meeting or in any mail-in ballot at which a quorum is present shall be the decision of the Corporation upon such issue.

ARTICLE IV

Section 4.1 Compliance with Requirements for Amendment. A resolution to adopt this proposed Amendment was approved by the Board of Directors of the Lake Stonebridge Homeowners Association, Inc. by resolution dated February 7th, 1999, a copy of which was filed with the records of the Corporation. This issue was voted upon by mail-in ballot pursuant to Section 5.9 of the Declaration. Ballots were mailed on December 15, 1998, and the deadline for return of ballots was January 1, 1999. Because no Mortgagees have notified the Board pursuant to Section 12.1 of the Declaration, no notice to Mortgagees was required.

The resolution for the adoption of these amendments was approved by more than seventy five percent in the aggregate of the votes of all Owners.

ARTICLE V

Section 5.1 Other Provisions Not Affected. Except as specifically provided in this Amendment to the Lake Stonebridge Declaration, all other provisions of the Declaration of Covenants, Conditions and Restrictions, and By-laws recorded September 18, 1995 as Instrument No. 95-52046 in the Office of the Recorder of Hamilton County, Indiana and the Supplemental Declaration recorded on June 3, 1996 as Instrument No. 9609622651 in the Office of the Recorder of Hamilton County, Indiana shall remain in force and not be affected by this Amendment.

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IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed this 11th day of January, ~~1999~~ 2000.

LAKE STONEBRIDGE HOMEOWNERS ASSOCIATION, INC.
an Indiana Non-Profit Corporation

R. N. Thompson, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared R.N. Thompson, President of the Lake Stonebridge Homeowners Association, Inc., an Indiana Non-profit Corporation, and acknowledged the execution of this instrument this 11th day of January, ~~1999~~ 2000.

Notary Public
Printed Name

My commission expires: July 10, 2001

My county of residence: Hamilton

This Instrument was prepared by William I. Rosenbaum, Attorney at Law, 1901 Broad Ripple Avenue, Indianapolis, Indiana 46220 (317) 259-6600

Description: Hamilton,IN Document - Year.DocID 2000.4374 Page: 4 of 4
Order: lake stonebrige Comment:

(N)

200000004781
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 01-28-2000 At 02:43 pm.
DEC COV RES 39.00

Plat Covenants and Restrictions for

Lake Stonebridge, Section 3

Fall Creek Township, Hamilton County, Indiana

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PLAT COVENANTS
LAKE STONEBRIDGE, SECTION 3

This Instrument, executed this 6th day of January, 2000, by Land Innovators Company, an Indiana Limited Partnership (referred to herein as "Developer" or as "Declarant") hereby establishes plat covenants, conditions, and restrictions for the real estate to be known as Lake Stonebridge, Section 3, which is described in Exhibit "A" hereto. Lake Stonebridge, Section 3 shall contain Lots 87 through 105, inclusive, a total of 19 Lots, plus Block "K".

1. All rights-of-way shown and not heretofore dedicated are hereby dedicated to the public for its use as public ways

2. In addition to the covenants and restrictions set forth herein, the real estate described in this plat is also subject to certain additional covenants and restrictions contained in the Declaration of Covenants and Restrictions for Lake Stonebridge (hereinafter referred to as the "Declaration" or as the "Lake Stonebridge Declaration"), recorded in the Office of the Recorder of Hamilton County, Indiana, as Instrument Number 94-48496, and as Instrument Number 95-37187, and revised and re-recorded as Instrument No. 95-52046, the Supplemental Declaration of Covenants, Condition and Restrictions recorded on June 3, 1996 as Instrument No. 9609622651, and the Amendment to the Declaration recorded on January 27, 2000 as Instrument No. 2000-00004374, and in the Declaration of Covenants, Conditions, and Restrictions for The Legends at Geist (the "Legends Declaration"), recorded in the Office of the Recorder of Hamilton County, Indiana, as Instrument Number 92-51016 and to the rights, powers, duties, and obligations of both The Lake Stonebridge Homeowners Association, Inc. (the "Association") and the Lake Stonebridge Architectural Control Committee (the "Committee"), as set forth in the Declaration and Design Guidelines promulgated by the Committee. All owners who take title to lots in this plat take such title subject to the Developer's unilateral right and privilege to supplement the Lake Stonebridge Declaration, as provided therein.

In order to provide adequate protection to all present and future owners of lots in this subdivision, the covenants, restrictions and limitations contained in these plat covenants, in addition to those set forth in the Declaration, are hereby imposed upon and shall run with the land included in this subdivision and shall be binding upon the Developer and anyone at any time owning or occupying a part or portion of such land.

3. Prior to application for an improvement location permit from the appropriate governmental agency for the construction of a residence or other structure, site plans, landscaping plans and

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building plans shall have been approved in writing by the Lake Stonebridge Architectural Design and Environmental Control Committee as defined in the Declaration. Such approval shall include but not be limited to building design, color and location, driveways, tree preservation, and proposed landscaping and fencing, all in accordance with the requirements of the Lake Stonebridge Architectural Control Guidelines.

4. Lots are subject to the following Drainage Easements, Utility Easements, Sewer Easements, either separately or in combination, as shown on the plat, and subject to Landscape Easements and Maintenance Easements as described herein, which easements are reserved for the use of the Declarant, the Association, public or private utility companies and governmental agencies, as follows:

"Drainage Easements" are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or the public or private drainage system. Under no circumstances shall drainage easements be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by Declarant, its successors or assigns.

"Utility Easements" are hereby created for the use of public or private utility companies and cable television companies, not including transportation companies, for the installation of poles, pipes, mains, ducts and cable or other related utility structures, as well as for the uses specified for sewer easements.

"Sewer Easements" are hereby created for the use of the Utility, public or private, having jurisdiction over the sanitary waste disposal system designated to serve Lake Stonebridge. Sewer Easements shall be used to construct, operate, inspect, maintain, reconstruct and remove mains, ducts, or other related structures of sanitary sewers that are a part of said system. Sanitary sewer manholes shall not be placed under or within one foot horizontal distance of pavement, including driveways or sidewalks. Sewer Easements are a part of the Utility Easements.

"Landscape Easements" are hereby reserved and created over and across Lots (without specific designation or reservation on the Plat), and throughout the entire Lake Stonebridge subdivision, within which landscaping, earth

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mounds, screening material, fencing, walls, neighborhood and community identification signs, directories, lighting, irrigation systems and other improvements may be constructed and maintained by the Developer or the Association to provide landscape design continuity and ensure attractive and aesthetically pleasing areas throughout the Subdivision. It is the plan and design of this Subdivision that all landscaping (with the exception of private planting beds approved by the Association) be undertaken by the Association as a common expense, as further described under paragraph 13 of these Plat Covenants. Within landscape easements, the Developer and the Association shall have the right to install, inspect, maintain, reconstruct and remove such landscape improvements as described herein. Owners of Lots shall have the right to fully use and enjoy their own Lot, except for such use as may impair, impede, or interfere with the exercise by the Developer or Association of the landscaping and other rights granted herein. Owners of Lots shall not construct, nor permit to be constructed, any structure or obstruction on or over any part of a Lot or interfere with the Developer's or Association's ability to use or gain access to the Lot for purposes permitted by this Landscape Easement.

"Maintenance Easements" are created to provide means of access for public utility companies, governmental agencies and the Association to various areas of the subdivision (including, without limitation, the lakes or ponds shown on the within plat and on the Development Plan for The Legends at Geist) to permit said parties to perform their respective responsibilities and to install, maintain and service their respective installations. Maintenance Easements exist throughout the subdivision without specific designation or reservation on the Plat.

No permanent structures shall be erected or maintained upon any easement retained by these plat covenants. Further, it shall be the duty of every Lot Owner on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair.

The following provisions shall also apply to sanitary sewers:

a) All sanitary sewer and utility easements may be used for the construction, extension, operation, inspection, maintenance, reconstruction, and removal of sanitary sewer facilities and provide Hamilton Southeastern Utilities or such other utility company having authority over sewer

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easements within the Legends at Geist community (hereinafter collectively referred to as "Utilities") a right of ingress and egress necessary and appropriate to accomplish the purposes stated herein.

b) Pavement or concrete, including driveways and sidewalks, shall not be constructed on or within one (1) foot horizontal distance of any sanitary sewer castings.

c) The drip line of all trees must be located a minimum of ten (10) feet from the center of sanitary sewers and manholes, and no trees shall be planted directly over building sewers (laterals). Any landscaping placed within easements or right-of-ways is at risk of being removed by Utilities without the obligation of replacement.

d) No mounding, lighting, fencing, signs, retaining, landscaping or entrance walls, irrigation lines, etc. shall be placed within ten (10) feet of the center of the sanitary sewer infrastructure Any of the above listed items placed within easements or right-of-ways is at risk of being removed by Utilities without the obligation of replacement.

e) All homeowners not serviced by gravity sanitary sewer service are responsible for all maintenance, repair and replacement of all grinder/ejector pumps, force mains and gravity laterals from the residence to its connection to the sanitary sewer main.

f) The discharge of clear water sources (foundation drains, sump pumps, roof drains, etc.) into the sanitary sewers is prohibited.

g) Grade changes across sanitary sewer facilities must be approved in writing by Hamilton Southeastern Utilities, Inc.

The Developer and/or Builder(s) approved by the Developer shall retain the right to display marketing and promotional signs within this subdivision until the sale of the last lot in the Lake Stonebridge Subdivision (including Sections not yet platted) owned by either the Developer or the Builder(s).

The owners of lots in this subdivision shall take and hold title to their lot subject to all of the foregoing Easements, to the rights of the public utility companies, governmental agencies, the Developer, the Association and others therein (which rights also include the right of ingress and egress in, along, across and through said Easements), to the jurisdiction of the proper authorities and to the covenants herein granted and reserved.

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5. Subject to other provisions contained herein, building setback lines are hereby established as shown on this plat (sometimes noted as "setback line"), between which lines and the property lines of the lots shall be erected or maintained no building or structure. No building, structure or accessory building shall be erected closer than five feet (5') to any side lot line, unless specifically approved by the Committee, nor less than twenty feet (20') from any rear lot line. In no case shall aggregate side yards between homes be less than ten feet (10'). No building, structure or accessory building shall be erected closer than twenty five feet (25') to any street right-of-way unless a lesser building setback is specifically approved by the Committee.

6. The owners of all lots in Lake Stonebridge shall be required to submit a drainage plan, which shall include a minimum building pad elevation, to the Committee for its approval and which must also be submitted as part of the application for a building permit and be satisfactory to the governmental agency which issues building permits. The minimum pad elevation as so approved by the Committee and the governmental agency shall constitute the minimum elevation for all buildings on said lot. In addition, no buildings, structures or other improvements shall be constructed on any part of a lot lying within the floodway as shown on the within plat (if any) except in accordance with the rules and requirements of, and prior approval of, the Department of Natural Resources of the State of Indiana.

7. Except to the extent any portions of lots in this subdivision are or may become "Common Area" as defined in the Declaration, and which may be used for the purposes for which the same are designated and intended, all lots in this subdivision shall be used solely for residential purposes, unless alternative uses, such as permitted home occupations, are consented to by the Association and are permitted under applicable zoning laws. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling, and a private garage for not more than three (3) cars. No portion of any lot may be sold or subdivided so that there will be thereby created a greater number of lots than the original number platted.

8. The ground floor of each dwelling constructed on a lot, exclusive of one-story open porches and garages, shall be not less than one thousand (1,000) square feet in the case of a one-story structure, nor less than one thousand (1,000) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of fourteen hundred (1,400) square feet of finished and liveable

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floor area.

9. No construction vehicles, shacks or outhouses shall be erected or situated on any lot herein, except for use by a builder during the construction of a proper structure, which builder's temporary construction structure shall be promptly removed upon completion of the proper structure.

10 All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or driveways and no vehicle shall be permanently maintained or kept on the public streets or areas of the subdivision. The Association shall have the authority to enact rules limiting the number of cars or other vehicles permitted to be parked in a driveway. No disabled vehicle shall be openly stored on any residential lot or elsewhere within the subdivision. Also, no boat, trailer, camper, or motor home of any kind (including, but not in limitation thereof, house trailers, camper trailers, or boat trailers) shall be kept or parked upon any lot unless kept in an approved, enclosed garage.

11 No "for sale", "for rent", "garage sale" or other signs for any purpose shall be placed upon any common area or upon any Lot other than the Lot which is for sale, for rent or upon which the garage sale will be held, without the express consent of the Board. Any "for sale", "for rent" or other yard signs, whether placed on any lot or with the Board's consent placed in the common areas, shall be less than 45" in height and less than 36" in width No more than one sign may be placed on any Lot, without the prior consent of the Board. No banners or signs shall be hung from any home or elsewhere on any Lot for more than one week, without the prior consent of the Board.

12. All garbage cans, mechanical equipment, and other similar items on Lots shall be located or screened so as to be concealed from view of neighboring lots, streets, and property located adjacent to the Lot. No clotheslines or above ground storage tanks shall be permitted on any Lot or elsewhere on the property. All rubbish, trash, and garbage shall be stored in appropriate containers and shall regularly be removed from the property and shall not be allowed to accumulate thereon.

13. Landscaping and grounds maintenance throughout Lake Stonebridge, including the individual Lots, shall be the sole responsibility of the Association. The cost of landscaping and grounds maintenance shall be a common expense of the Association. No Owner or occupant of a Lot shall be permitted to plant trees or shrubbery; fertilize trees, shrubbery or grass; dig flower or planting beds of any nature; remove existing plantings or lawn;

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or otherwise alter the landscaping and grounds of his or her own Lot or of any common area of the subdivision without the prior consent of the Board. The Association shall have the sole right and responsibility of establishing and maintaining the landscaping and grounds of the subdivision, which right and responsibility may be delegated to the developer or to individual builders as a part of initial construction of the subdivision or of Lots thereon. In the event that any Owner of any Lot or any other person interferes with the Association's sole right to control the landscaping and grounds maintenance of the subdivision, any damages or costs to repair or return the landscaping to its prior condition resulting therefrom shall be chargeable to such person, including costs and attorney fees.

14 (This paragraph is intentionally omitted.)

15. The Association may make assessments to cover any costs incurred in enforcing these covenants or in undertaking any maintenance or other activity which is the responsibility of the Association or any maintenance or other activity of a lot owner hereunder or under the Declaration, which the lot owner has not undertaken as required. Any such assessments shall be only against those lot owners whose failure to comply with the requirements of the covenants hereunder and under the Declaration necessitated the action to enforce such covenants or the undertaking of the maintenance or other activity.

16 No farm animals or fowl of any kind, nor any domestic animals for commercial purposes, shall be kept or permitted on any lot or lots in this subdivision at any time. The Association shall have the authority to restrict the number of domestic animals kept on any Lot and to establish rules and regulations for the maintenance of pets within the subdivision.

17 No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or to any neighbor. Included within this covenant shall be noise, light, odor and appearance. The sole discretion of the Developer or the Association shall determine what is offensive or a nuisance.

18. No private, or semi-private, water supply and/or sewage disposal system may be located upon any lot in this subdivision unless the municipal system is discontinued or establishes itself to be unreliable, as determined by the Association. In which event, any such water or sewer system, including any absorption field or finger system, must be in compliance with regulations or procedures as provided by the applicable public health agencies,

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or other civil authority having jurisdiction, and approved by the Committee.

19. No construction shall be commenced nor shall any building, structure or other improvements be erected, placed or altered on any lot in this subdivision until the building plans, specifications and plot plan showing the location of such construction have been approved being the compatible with existing structures and with the intent of these covenants and those set forth in the Declaration, by the Lake Stonebridge Design Committee (the "Committee"), in accordance with the approval procedures contained in the Declaration and all rules, regulations and guidelines adopted by the Committee. If the Committee fails to act upon any plans submitted to it for its approval within a period of thirty (30) days from the submission date of a completed application not in conflict with the Architectural Guidelines, the owner may then proceed with the building or construction activity according to the plans as submitted. No Owner shall be permitted to substitute different plans or materials or alter the location of the improvements from that submitted to the Committee without first obtaining the approval of the Committee. Neither the Committee nor any of its members shall be entitled to any compensation for services performed pursuant to this covenant or in performing any of its duties or obligations set forth in the Declaration

20. No wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, 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 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

21. The Association, in accordance with the terms of the Declaration, but subject to the obligations of individual lot owners to keep "Drainage Easements" free of obstructions so that the flow of water will be unimpeded, shall maintain the storm drainage system for the subdivision and, for such purposes, shall have an easement over all portions of the subdivision used as part of such storm drainage system. Such maintenance by the Association shall, to the extent necessary, include the maintenance of all inlet pipes, open ditches, pipes, swales,

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lakes and lake banks. The costs and expenses of such maintenance of the storm drainage system (including the lakes, ponds or marina shown on this plat) shall be assessed as part of the general assessment against the owners of all lots in this subdivision as provided in the Declaration. Sump pumps, gravity drains and other drains serving individual residences on lots shall not outfall or empty onto grass swales between lots, but only into major drainage swales or storm structures included in the storm drainage system for the subdivision

22. Lots with frontage on more than one street shall have all of their access points from only one of such street frontages, unless otherwise approved by the Committee. No lots shall enter or exit directly onto 116th Street

23. The discharge of firearms within Lake Stonebridge, except for the protection of an individual from personal attack or injury, is prohibited. The term "firearms" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Declaration, the Association shall not be obligated to take action to enforce this covenant

24. No above-ground swimming pools shall be erected, constructed or installed on any Lot, provided, nothing herein shall preclude installation and use of hot tubs, spas, jacuzzis or any similar apparatus, with prior approval of the Committee.

25. Minibarns and other detached storage buildings, other than enclosures for approved swimming pools, hot tubs or spas, shall be prohibited. Enclosures for swimming pools, hot tubs and spas shall be limited as determined by the Committee.

26. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed on any Lot

27. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee.

28. The Committee shall have the authority to control or prohibit fences, including the authority to have different rules for fences on waterfront properties. The Committee shall also have authority to establish rules and regulations for decks on any property.

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29. The Board of Directors shall have the authority to establish rules and regulations for design and erection of docks and use of any body of water in the Subdivision. Boating shall only be permitted within the rules and regulations established by the Board.

30. An easement shall exist in favor of the golf course and its licensees (golfers and maintenance personnel) to enter upon golf course frontage lots for the sole purpose of retrieving errant golf balls, so long as the licensee does no harm to the property. The licensee shall be responsible for any harm or damage to the property as a result of his or her use of this easement and this easement expressly excludes a right to hit the golf ball from any private lot. The owner of the golf course shall not be responsible to the Association or to any home owner for any damage done to a lot or to the common areas by any licensee's usage of this easement.

31. Every Owner shall cause all tenants and/or occupants of his or her Lot to comply with these restrictions, the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto. The Owner must make available to any lessee copies of these restrictions, the Declaration, By-Laws, and the rules and regulations.

32. Owners of all lots in this subdivision, by acceptance of the deed transferring title to said lots, consent to Declarant or its successor or assigns petitioning for annexation of all real estate in this subdivision, and any additions hereto, into the boundaries of any City or Town.

33. The Association may, but shall not be obligated to, maintain or support certain activities within Lake Stonebridge designed to make Lake Stonebridge safer than it otherwise might be. Neither the Association, the Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security with Lake Stonebridge, however, and neither the Association, the Declarant, nor any Successor Declarant shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and Occupants of any Lot, tenants, guests and invitees of any Owner, as applicable, stipulate and acknowledge that the Association and its Board of Directors, Declarant, or any Successor Declarant and the Lake Stonebridge

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Design Committee do not represent or warrant that any fire protection system, burglar alarm system or the security system designated by or installed according to guidelines established by the Declarant or the Committee may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, nor that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner and Occupant of any Lot, and each tenant, guest and invitee of any Owners, as applicable, acknowledges and understands that the Association, its Board of Directors and Committees, Declarant, or any Successor Declarant are not insurers and that each Owner and Occupant of any Lot and each Tenant, guest and invitee of any Owner assumes all risks for loss or damage to person, to Lots and to the contents of homes and further acknowledges that no statement made by or on behalf of the Association, its Board of Directors and Committees, Declarant, or any Successor Declarant will be deemed to be a representation or warranty nor will any Owner, occupant, tenant, guest or invitee rely upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security systems recommended or installed or any security measures undertaken or any claim for failure to take security measures or additional security measures within the properties.

34. If the parties hereto, or any of them, or their heirs or assigns, or any future transferee of the real estate or any part thereof, shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, the Association, the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, to prevent him or them from doing so, to recover damages or other charges for such violation, including attorney fees and costs, and\or to require the removal of structures erected in violation hereof.

35 These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a vote of a seventy five percent (75%) majority of the then owners of the lots in this subdivision it is agreed to change (or terminate) said covenants in whole or in part; provided, however, that no change or termination of said

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covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

These plat covenants may be amended, in whole or in part, by an affirmative vote of seventy five percent (75%) of the Lot owners, so long as the Declarant has also consented to such amendment, if the Declarant owns any interest in any portion of the Lake Stonebridge subdivision, as shown on Exhibit A hereto and incorporated herein, or on any addition to Lake Stonebridge pursuant to the terms of the Lake Stonebridge Declaration or the Legends at Geist Declaration.

36. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

37. If there is any irreconcilable difference between any of the covenants and restrictions contained in this plat and the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained in this plat shall govern and control, only to the extent of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible. Notwithstanding this provision, the procedures for Architectural Control stated in Article X of the Declaration shall control over the provisions of Paragraph 19 of these Plat Covenants and the Covenants and Restrictions of Article XV of the Declaration shall control over the covenants and restrictions stated herein, if any irreconcilable difference or conflict exists.

IN WITNESS WHEREOF, the undersigned has caused the Plat Covenants for Lake Stonebridge, Section 3 to be executed this 18th day of January, 2000.

LAND INNOVATORS COMPANY,
an Indiana Limited Partnership

R.N. Thompson, General Partner

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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared R.N. Thompson, General Partner of Land Innovators Company, an Indiana Limited Partnership, Declarant herein, and acknowledged the execution of these Plat Covenants this 11th day of January, 2000.

David M. Compton, Notary Public

My commission expires: June 24, 2001

My county of residence: Hamilton

This Instrument was prepared by William T. Rosenbaum, Attorney at Law, 1901 Broad Ripple Avenue, Indianapolis, Indiana 46220 (317) 259-6600

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LAND DESCRIPTION
LAKE STONEBRIDGE SECTION 3

Part of the Northwest Quarter of Section 4 and part of the Northeast Quarter of Section 5 Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and described as follows

Beginning at the Northwest corner of the Northwest Quarter of said Section 4, also being the Northeast corner of the Northeast Quarter of said Section 5;
thence North 88 degrees 44 minutes 42 seconds East along the North line of said Northwest Quarter 375.45 feet;
thence South 01 degrees 15 minutes 18 seconds East 100.00 feet;
thence South 51 degrees 35 minutes 09 seconds East 203.61 feet to a non tangent curve from which the radius point bears South 23 degrees 06 minutes 05 seconds East;
thence southwesterly along said curve an arc distance of 231.99 feet to a point from which the radius point bears South 64 degrees 00 minutes 00 seconds East, said curve having a radius of 325.00 feet;
thence South 26 degrees 00 minutes 00 seconds West 117.47 feet to a tangent curve to the left and from which the radius point bears South 64 degrees 00 minutes 00 seconds East;
thence Southwesterly along said curve an arc distance of 105.30 feet to a point from which the radius point bears South 76 degrees 42 minutes 06 seconds East, said curve having a radius of 475.00 feet;
thence North 76 degrees 42 minutes 06 seconds West 75.00 feet;
thence North 20 degrees 33 minutes 34 seconds East 131.92 feet;
thence North 64 degrees 00 minutes 00 seconds West 68.95 feet;
thence North 26 degrees 00 minutes 00 seconds East 130.67 feet;
thence South 90 degrees 00 minutes 00 seconds West 126.99 feet;
thence South 45 degrees 00 minutes 00 seconds West 141.36 feet;
thence North 45 degrees 00 minutes 00 seconds West 130.00 feet;
thence North 45 degrees 00 minutes 00 seconds East 28.72 feet;
thence North 45 degrees 00 minutes 00 seconds West 16.24 feet;
thence South 90 degrees 00 minutes 00 seconds West 65.02 feet;
thence South 45 degrees 00 minutes 00 seconds West 40.70 feet;
thence South 45 degrees 00 minutes 00 seconds East 19.45 feet;
thence South 45 degrees 00 minutes 00 seconds West 65.00 feet;

Exhibit "A"

thence South 45 degrees 00 minutes 00 seconds East 26 31 feet;
thence South 45 degrees 00 minutes 00 seconds West 142.12 feet;
thence South 90 degrees 00 minutes 00 seconds West 149 46 feet.
thence North 00 degrees 00 minutes 00 seconds West 15 52 feet;
thence South 90 degrees 00 minutes 00 seconds West 65 00 feet,
thence North 65 degrees 08 minutes 04 seconds West 66 13 feet;
thence North 21 degrees 45 minutes 25 seconds West 85 42 feet;
thence North 15 degrees 00 minutes 00 seconds East 302 65 feet;
thence South 88 degrees 52 minutes 27 seconds West 160.57 feet;
thence North 01 degrees 07 minutes 33 seconds West 50 00 feet to a point on the North line of the Northeast Quarter of said Section 5;
thence North 88 degrees 52 minutes 27 seconds East along said North line 653 06 feet to the Point of Beginning and containing 8 942 acres more or less

Subject to all legal easements and rights of way of record

FIRST AMERICAN

Exhibit "A"

Chicago Title Insurance Company

Order: lake stonebrige
Comment:
Friday, May 11, 2007 07:32 AM

State	County	Type	Document Information	Print Description
IN	Hamilton	Document - Year.	2004.22242	Complete 4 Page(s)

18.00
(4)

Instrument
200400022242

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE THE LAKE STONEBRIDGE COMMUNITY

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Lake Stonebridge (hereinafter referred to as the "Declaration") is made this 27 day of MARCH, 2004, by the Lake Stonebridge Homeowners Association, Inc., pursuant to Section 16.1 of the Declaration;

WHEREAS:

The Declaration of Covenants, Conditions and Restrictions for the Lake Stonebridge Community was recorded in the Office of the Recorder of Hamilton County, Indiana on September 18, 1995 as Instrument No. 95-52046

A Supplemental Declaration of Covenants, Conditions and Restrictions was recorded in the Office of the Recorder of Hamilton County, Indiana on June 3, 1996 as Instrument No. 9609622651, and an Amendment to the Declaration was recorded on January 27, 2000 as Instrument No. 2000-00004374.

The Homeowners Association, after complying with the provisions for amendment to the Declaration provided in Section 16.1, now revises certain provisions in the Lake Stonebridge Declaration as provided herein.

NOW, THEREFORE, the Lake Stonebridge Declaration is amended as follows:

200400022242
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
04-07-2004 At 03:15 pm.
AMEND DECLA 18.00

ARTICLE I
MEMBERSHIP

Section 1.6 of the Declaration is replaced with the following:

SECTION 1.6 Membership in Lake Stonebridge Homeowners Association. Each Owner of a Lot shall also automatically be a member of the Lake Stonebridge Homeowners Association and shall be subject to the terms, conditions, and restrictions of the Declaration for Lake Stonebridge. Each Owner shall also be subject to, and responsible for, all annual and special assessments duly established for Lot Owners of Lake Stonebridge.

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ARTICLE II
ANNUAL MEETING

Section 5.1 of the Declaration is replaced with the following:

SECTION 5.1 Annual Meeting. The annual meeting of the Owners shall be held in November or December of each year for the purpose of electing directors, approving an annual budget and Regular Assessment and the transaction of such other business as may properly come before the meeting. If the meeting can not be conducted or concluded on the chosen day, it shall be held as soon thereafter as the meeting may practically be held.

ARTICLE III
INITIAL WORKING CAPITAL

Section 11.6 of the Declaration is replaced with the following:

Section 11.6 Initial Working Capital and Start-Up Fund. Upon closing, buyers of new homes and previously owned homes in Lake Stonebridge shall pay the Corporation, in addition to any other amounts then owed or due to the Corporation, as a contribution to its working capital and start-up fund, an amount equal to one-sixth (1/6th) of the then current annual Base Assessment against such Lot, which payment shall be non-refundable and shall not be considered as an advance payment of any Assessment or other charge owed the Corporation with respect to such Lot.

ARTICLE IV
PREAMBLE

The following provisions are removed from the Preamble to the Declaration:

Declarant recorded the Declaration of Covenants and Restrictions for The Legends at Geist in the Office of the Recorder of Hamilton County, Indiana on December 22, 1992 as Instrument Number 92-51016, which instrument created a community of neighborhoods known collectively as "The Legends at Geist" and which instrument encumbered the Real Estate;

Declarant reserved the right to supplement the Declaration of Covenants and Restrictions for The Legends at Geist with additional restrictions and obligations on the Real Estate;

Declarant desires and intends to create on the Real Estate a neighborhood as defined in the Declaration of Covenants and Restrictions for The Legends at Geist with private and public streets, landscaped areas, open spaces, lakes and/or ponds and common areas and amenities for the benefit of such residential neighborhood, which neighborhood shall be known as "Lake Stonebridge"

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ARTICLE V
REQUIREMENTS FOR AMENDMENT

Compliance with Requirements for Amendment. A resolution to adopt this proposed Amendment was approved by the Board of Directors of the Lake Stonebridge Homeowners Association, Inc. by resolution dated March 4, 2003, a copy of which was filed with the records of the Corporation. This issue was voted upon at the Special Meeting of the Lake Stonebridge Homeowners Association on August 13, 2003, at which a quorum was present and was approved by the owners of 93 lots, which is more than seventy five percent (75%) in the aggregate of the votes of all Owners. Because no Mortgagees have notified the Board pursuant to Section 12.1 of the Declaration, no notice to Mortgagees was required.

ARTICLE VI

Other Provisions Not Affected. Except as specifically provided in this Amendment to the Lake Stonebridge Declaration, all other provisions of the Declaration of Covenants, Conditions and Restrictions for Lake Stonebridge recorded in the Office of the Recorder of Hamilton County, Indiana on September 18, 1995 as Instrument No. 95-52046 shall remain in force and not be affected by this Amendment.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed this 19 day of March, 2004

LAKE STONEBRIDGE HOMEOWNERS ASSOCIATION, INC.
an Indiana Non-Profit Corporation

President

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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared JIM HUSSEY, President of the Lake Stonebridge Homeowners Association, Inc., an Indiana Non-profit Corporation, and acknowledged the execution of this instrument this 30TH day of MARCH, 2004.

Notary Public
Jeffrey L. Price
Printed Name

My commission expires: 9/20/08

My county of residence: MARION

This Instrument was prepared by William T. Rosenbaum, Attorney at Law,
5875 Castle Creek Parkway, Suite 285, Indianapolis, Indiana 46250
(317) 577-5176

1/27/04

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