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MARTHA A. WOMACKS
MARION COUNTY RECORDER

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF DECATUR RIDGE SUBDIVISION

THIS DECLARATION ("Declaration") is made this 4th day of May, 2000,
by Mann Realty Co. d/b/a D.B. Mann Development Co., an Indiana general partnership
("Developer").

RECITALS

1. Developer is the owner of the real estate which is described in Exhibit "A" attached hereto and made a part hereof (the "Initial Real Estate").
2. Developer intends to subdivide the Initial Real Estate into residential lots.
3. Before subdividing the Initial Real Estate, Developer desires to subject the Initial Real Estate to certain covenants, conditions and restrictions for the purpose of preserving and protecting the value and desirability of the Initial Real Estate for the benefit of each owner of any part thereof.
4. Developer further desires to create an organization to which shall be assigned the responsibility for maintaining and administering the common areas and certain other areas of the Real Estate and of administering and enforcing the covenants and restrictions contained in this Declaration and the subdivision plats of the Initial Real Estate as hereafter recorded in the office of the Recorder of Marion County, Indiana and of collecting and disbursing assessments and charges as herein provided.
5. Developer may from time to time subject additional real estate located within the tracts adjacent to the Initial Real Estate to the provisions of this Declaration (the Initial Real Estate, together with any such addition, as and when the same becomes subject to the provisions of this Declaration as herein provided, is hereinafter referred to as the "Real Estate" or the "Subdivision").

NOW, THEREFORE, Developer hereby declares that the Real Estate is and shall be acquired, held, transferred, sold, hypothecated, leased, rented, improved, used and occupied subject to the following covenants, conditions and restrictions, each of which shall run with the land and be binding upon, and inure to the benefit of, Developer and any other person or entity hereafter acquiring or having any right, title or interest in or to the Real Estate or any part thereof.

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ARTICLE I

DEFINITIONS

The following terms, when used in this Declaration with initial capital letters, shall have the following respective meanings:

1.1 "Association" means Decatur Ridge Community Association, Inc., an Indiana not-for-profit corporation, which Developer has caused or will hereafter cause to be incorporated, and its successors and assigns.

1.2 "Architectural Review Committee" means the architectural review body established pursuant to Paragraph 6.1 of this Declaration.

1.3 "Common Areas" means (i) all portions of the Real Estate shown on any Plat of a part of the Real Estate as a "Common Area" or which are otherwise not located in Lots and are not dedicated to the public and (ii) all facilities, structures, buildings, improvements and personal property owned or leased by the Association from time to time. Common Areas may be located within a public right-of-way.

1.4 "Common Expenses" means (i) expenses associated with the maintenance, repair or replacement of the Common Areas and the performance of the responsibilities and duties of the Association, including without limitation expenses for the improvement, maintenance or repair of the improvements, lawn, foliage and landscaping located on a Drainage, Utility or Sanitary Sewer Easement or on a Landscape Easement to the extent the Association deems it necessary to maintain such easement, (ii) expenses associated with the maintenance, repair or continuation of the drainage facilities located within and upon the Drainage, Utility or Sanitary Sewer Easements, (iii) all judgments, liens and valid claims against the Association, (iv) all expenses incurred to procure liability, hazard and any other insurance provided for herein and (v) all expenses incurred in the administration of the Association or the performance of the terms and provisions of this Declaration.

1.5 "Developer" means Mann Realty Co. d/b/a D.B. Mann Development Co., an Indiana general partnership, and any successors or assigns whom it designates in one or more written recorded instruments to have the rights of Developer hereunder.

1.6 "Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the date Developer or its affiliates no longer own any Lot within the Real Estate, but in no event shall the Development Period extend beyond the date seven (7) years after the date this Declaration is recorded.

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1.7 "Landscape Easements" means those areas of ground so designated on a Plat of any part of the Real Estate.

1.8 "Lot" means any parcel of land shown and identified as a lot on a Plat of any part of the Real Estate, specifically excluding, however, parcels of real estate designated as "Blocks".

1.9 "Mortgagee" means the holder of a duly recorded first mortgage lien on any Lot or Residence Unit.

1.10 "Owner" means the record owner, whether one or more persons or entities, of fee-simple title to any Lot, including contract sellers, but excluding for all purposes those persons or entities having an interest merely as security for the performance of an obligation unless specifically indicated to the contrary. If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner. The term Owner as used herein shall include Developer so long as Developer shall own any Lot in the Real Estate.

1.11 "Plat" means a duly approved final plat of any part of the Real Estate as hereafter recorded in the office of the Recorder of Marion County, Indiana.

1.12 "Residence Unit" means any single family home constructed on any part of the Real Estate.

1.13 "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Developer or its successors and assigns, and recorded in the public records of Marion County, Indiana, which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

1.14 "Utility, Drainage or Sanitary Sewer Easements" means those areas of ground so designated on a Plat of any part of the Real Estate.

ARTICLE II

APPLICABILITY

2.1 All Owners, their tenants, guests, invitees and mortgagees, and any other person using or occupying a Lot or any other part of the Real Estate shall be subject to and shall observe and comply with the applicable covenants, conditions and restrictions set forth in

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this Declaration and any rules and regulations adopted by the Association as herein provided, as the same may be amended from time to time.

2.2 The Owner of any Residence Unit (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the Developer or its affiliates or any other builder or any other Owner of the Residence Unit; or (ii) by the act of occupancy of the Residence Unit, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the covenants, conditions and restrictions of this Declaration. By acceptance of a deed, execution of a contract or undertaking of such occupancy, each Owner covenants, for such Owner, such Owner's heirs, personal representatives, successors and assigns, with Developer and the other Owners from time to time, to keep, observe, comply with and perform the covenants, conditions and restrictions of this Declaration.

ARTICLE III

PROPERTY RIGHTS

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

(i) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Areas which are in addition to the regular and special assessments described herein;

(ii) the right of the Association to fine any Owner or make a special assessment against any Lot in the event a person permitted to use the Common Areas by the Owner of such Lot violates any rules or regulations of the Association;

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

(iv) the easements reserved elsewhere in this Declaration and in any Plat of any part of the Real Estate; and

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3.2 Permissive Use. Any Owner may permit his or her family members, guests, tenants or contract purchasers who reside in the Residence Unit to use his or her right of use and enjoyment of the Common Areas subject to the terms of this Declaration and any rules and regulations promulgated by the Association from time to time.

3.3 Conveyance of Common Areas. Developer may at any time and from time to time convey all of its right, title and interest in and to any of the Common Areas to the Association by warranty deed, and such Common Areas so conveyed shall then be the property of the Association; provided, however, that the Common Areas for the Initial Real Estate and any additional lands added by Supplemental Declaration, respectively, shall be conveyed to the Association on or before the time that the first Lot within the Initial Real Estate or such additional land, respectively and as the case may be, is conveyed for residential use.

ARTICLE IV

USE RESTRICTIONS

4.1 Lakes. There shall be no swimming, skating, boating, fishing in or on or other recreational use of any lake, pond, creek, ditch or stream on the Real Estate. The Association may promulgate rules and regulations with respect to the permitted uses, if any, of the lakes or other bodies of water on the Real Estate.

4.2 Use of Common Areas. Subject to section 4.1 above, the Common Areas shall be used only for recreational purposes and other purposes permitted or sanctioned by the Association. The Developer shall specifically construct and convey to the Association a playground with appurtenant improvements as a part of the Common Areas at Decatur Ridge. In addition, the Developer shall plant within the Common Areas at least 100 trees in addition to those which may otherwise be required to be planted by Lot owners within front and rear yards as set forth in these Covenants.

4.3 Lot Access. All Lots shall be accessed from the interior streets of the Subdivision. No direct access is permitted to any Lot via Milhouse Road.

4.4 Other Use Restrictions Contained in Plat Covenants and Restrictions. The Plat Covenants and Restrictions relating to the Real Estate contain additional restrictions on the use of the Lots in the Subdivision, including, without limitation, prohibitions against commercial use, detached accessory buildings and nuisances; restrictions relating to the use of Landscape Easements, and Utility, Drainage, Air Space and Sanitary Sewer Easements; and restrictions relating to temporary structures, vehicle parking, signs, mailboxes, garbage

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and refuse disposal, storage tanks, water supply and sewage systems, ditches and swales, driveways, antenna and satellite dishes, awnings, fencing, swimming pools, solar panels and outside lighting. Such prohibitions and restrictions contained in the Plat Covenants and Restrictions are hereby incorporated by reference as though fully set forth herein.

4.5 Aviation Easement. There has been recorded an Aviation Easement in favor of the Indianapolis Airport Authority at a height of 75 feet above all of the land included within the Plat for the purpose of general aviation.

4.6 Minimum Living Space Areas. The minimum square footage of living space of Residence Unit constructed on Lots in the Development, exclusive of porches, terraces, garages, carports, accessory buildings or portions thereof, or similar facilities not modeled and decorated for regular and continuous habitation, shall be at least the minimum required for the zoning classification within which the Development is located. However, in no case shall any Residence Unit with less than 1,400 square feet of living area be constructed along the perimeter of the Development abutting a subdivision existing as of the date of the recording of this Declaration. In addition to the perimeter Lots, a sufficient number of Residence Units shall be built with a minimum of 1,400 square of living area to bring the number of Lots with Residence Units having at least 1,400 square feet of living area to 70% of the total number of Lots. Basements shall not be included in the computation of the minimum living area.

A. Residential Setback Requirements.

(i) Front Setbacks. Unless otherwise provided in these restrictions or on the recorded Plat, all dwelling houses and above-ground structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the Plat of the Development.

(ii) Side Yards. The side yard setback lines shall be consistent with the applicable district requirements of the Marion County Zoning Ordinance unless otherwise approved by the Committee and the Board of Zoning Appeals.

(iii) Rear Yards. The rear setback line shall be consistent with the applicable district requirements of the Marion County Zoning Ordinance unless otherwise approved by the Committee and the of Zoning Appeals.

C. Mailboxes and Landscaping. Any mailboxes must be approved by the Committee as to size, location, height, and composition before it may be installed. A standard mailbox design will be established by the Committee. Mailbox placement may be

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undertaken without special review if the proposed type and placement conforms to the standard design. Front yards along the front foundation of the Residence Unit shall contain six (6) bushes or similar plants with a minimum height of 18 inches and at least one (1) deciduous tree having a caliper of not less than two (2) inches measured one foot above the tree base. At least one (1) tree shall be planted in the rear yard of each Lot along the perimeter of the subdivision.

D. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding, T1-11 plywood sheet, or aluminum siding, or any other similar material. All driveways must be concrete. All exterior building materials are to be of an aesthetically pleasing natural earth tone. All of the Residence Units in the Development shall have partial brick on the front elevations, or a full front porch extending across the width of the Residence Unit, exclusive of the garage.

E. Garages Required. All residential dwellings in the Development shall include an enclosed attached two-car garage minimum.

F. Heating Plants. Every Residence Unit in the Development must contain a heating plant, installed in compliance with the required codes, and capable of providing adequate heat for year-round human habitation of the house.

G. Diligence in Construction. Every building whose construction or placement on any residential Lot in the Development shall be completed within nine (9) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

H. Sales of Lots by Developer. Every lot within the Development shall be sold to a builder or individual approved by the Developer or developed by the Developer.

I. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials and no used structures shall be relocated or placed on any such lot.

J. Maintenance of Lots and Improvements. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly and, specifically, such Owner shall:

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- (i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
- (ii) Remove all debris or rubbish.
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
- (iv) Cut down and remove dead trees.
- (v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.
- (vi) Within sixty (60) days following completion of a house on a lot, the Owner shall landscape the lot, weather permitting.

K. Sidewalk. Prior to occupancy, the owner of each lot of the subdivision shall construct a concrete sidewalk parallel to the owner's street frontage(s) on the owner's lot which shall extend from one side of the property to the other side of the property. The location of the sidewalk shall be approved by the Committee.

L. Above-Ground Swimming Pools Prohibited. No above-ground swimming pools shall be permitted to be constructed on any lot. The Committee shall determine whether or not a pool shall be defined as above-ground.

M. Fencing. Exposed galvanized chain link fencing is prohibited. However, fences constructed of black vinyl-coated chain link, split rail, picket, shadow box or wrought iron shall be permitted, subject to prior approval by the Committee. No shadow box or fences taller than 4 feet will be approved on lake lots. Maintenance of fencing within Common Areas will be the responsibility of the Association.

N. Outbuildings. No freestanding detached outbuildings will be permitted, including but not limited to, storage sheds, mini-barns or garages.

O. Satellite Dishes. No television satellite antenna dishes any larger than 24" in diameter shall be permitted on any lot. All allowed dishes must be screened from adjoining neighbors primary view.

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- P. In General. No noxious or offensive activities shall be permitted on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.
- Q. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development, except entry signs and home or lot sales signs.
- R. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance. No dog runs shall be permitted.
- S. Vehicle Parking. No trucks one (1) ton or larger in size, inoperable vehicles, campers, trailers, boats, or similar vehicles shall be parked in any driveway or on any street in the Development. No vehicles shall be parked on any street overnight.
- T. Garbage and Other Refuse. No Owner of a lot in the Development shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse on his lot. All Residence Units built in the Development shall be equipped with a garbage disposal unit.
- U. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any Residence Unit that is to be used as a model home or exhibit house without written permission to do so from the Developer.
- V. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.
- W. Open Drainage, Ditches and Swales.
- (i) Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed, without the written permission of the appropriate authority. Property owners must maintain any part of these swales as may occur on their Lots as sodded grassways or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriately-sized culverts or other approved structures have been permitted by the appropriate authority.

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(ii) Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given ten (10) days' notice, by registered mail, to repair said damage, after which time, if no action is taken, the Town will cause said repairs to be accomplished and the bill for such repairs will be sent to the affected property owners for immediate payment.

X. Utility Services. Utilities (including sanitary sewer) and drainage facilities are reserved as shown on the recorded Plat which allows for construction, extension, operation, inspection, maintenance, reconstruction, and removal of sanitary sewer facilities. No utility services shall be installed, constructed, repaired, removed, or replaced under finished streets, except by jacking, drilling or boring.

Y. Wells and Septic Tanks. No water wells shall be drilled nor septic tanks and fields installed on any of the Lots in the Development, unless public sewer tap-in is unavailable.

Z. Dusk-To-Dawn Lighting. Each Lot shall maintain continuous dusk-to-dawn lighting to be controlled by a photocell. Said dusk-to-dawn lighting shall be placed either in the front yard on a free-standing pole located not more than ten (10) feet from the edge of the driveway; or twin carriage lights mounted on either side of the garage door if fronting the street.

ARTICLE V

ASSOCIATION

5.1 Membership. Each Owner shall automatically become a member of the Association and shall remain a member of the Association so long as he or she owns a Lot.

5.2 Classes of Membership and Vote. The Association shall have two (2) classes of membership, as follows:

(i) Class A Members. Class A members shall be all Owners other than Developer (unless Class B membership has been converted to Class A, membership as provided in the immediately following subparagraph). Each Class A member shall be entitled to one (1) vote per Lot owned.

(ii) Class B Member. The Class B member shall be the Developer. The Class B member shall be entitled to three (3) votes for each Lot owned by Developer. The Class B

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membership shall cease and be converted to Class A membership upon the Applicable Date (as defined in Section 5.3 below).

5.3 Applicable Date. The term "Applicable Date" shall mean when the total votes outstanding in the Class A membership is equal to the total votes outstanding in the Class B membership or the expiration of the Development Period, whichever shall first occur.

5.4 Multiple or Entity Owners. Where more than one person or entity constitutes the Owner of a Lot, all such persons or entities shall be members of the Association, but the single vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves. In no event shall more than one person exercise a Lot's vote and no Lot's vote shall be split.

5.5 Board of Directors. The members of the Association shall elect a Board of Directors of the Association as prescribed by the Association's Articles of Incorporation and By-Laws. The Board of Directors of the Association shall manage the affairs of the Association.

5.6 Professional Management. No contract or agreement for professional management of the Association, nor any contract between Developer and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause, without any termination penalty, on written notice as provided therein, but in any event, with at least ninety (90) days prior written notice.

5.7 Responsibilities of the Association. The responsibilities of the Association shall include, but shall not be limited to:

(i) Maintenance of the Common Areas including any and all improvements thereon as the Association deems necessary or appropriate.

(ii) Maintenance of any street lighting located within the street right-of-way or within an appropriate easement along a street within the Development.

(iii) Installation and replacement of any and all improvements, signs, lawn, foliage and landscaping in and upon the Common Areas or Landscape Easements as the Association deems necessary or appropriate.

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(iv) Maintenance, repair and replacement of any entrance street light, any private street signs and any private streets which may be shown on any Plat of a part of the Real Estate as Common Area.

(v) Replacement of the drainage system in and upon the Common Areas as the Association deems necessary or appropriate and the maintenance of any drainage system installed in or upon the Common Areas by Developer or the Association. Nothing herein shall relieve or replace the obligation of each Owner of a Lot subject to a Drainage Easement to keep the portion of the drainage system and Drainage Easement on such Lot free from obstructions so that the storm water drainage will be unimpeded.

(vi) Maintenance of lake water so as not to create stagnant or polluted waters affecting the health and welfare of the community.

(vi) Procuring and maintaining for the benefit of the Association, its officers and Board of Directors and the Owners, the insurance coverage required under this Declaration.

(viii) Assessment and collection from the Owners and payment of all Common Expenses.

(ix) Performing or contracting for property or Association management, snow removal, Common Area maintenance, trash removal or other services as the Association deems necessary or advisable.

(x) Enforcing the rules and regulations of the Association and the requirements of this Declaration and any applicable zoning or other recorded covenants, in each case, as the Association deems necessary or advisable.

5.8 Powers of the Association. The Association may adopt, amend or rescind reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the use and enjoyment of the Common Areas and the management and administration of the Association, in each case as the Association deems necessary or advisable. The rules and regulations promulgated by the Association may provide for reasonable interest and late charges on past due installments of any regular or special assessments or other charges or fines against any Owner or Lot. The Association shall furnish or make copies available of its rules and regulations to the Owners prior to the time when the rules and regulations become effective.

5.9 Compensation. No director or officer of the Association shall receive compensation for his or her services as such director or officer, except to the extent

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expressly authorized by a majority vote of the Owners present at a duly constituted meeting of the Association members.

5.10 Non-Liability of Directors and Officers. The directors and officers of the Association shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as directors or officers of the Association, except for their own individual willful misconduct or gross negligence. It is intended that the directors and officers of the Association shall have no personal liability with respect to any contract made by them on behalf of the Association except in their capacity as Owners.

5.11 Indemnity of Directors and Officers. The Association shall indemnify, hold harmless and defend any person, his or her heirs, assigns and legal representatives (collectively, the "Indemnitee") made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he or she is or was a director or officer of the Association, against all costs and expenses, including attorneys fees, actually and reasonably incurred by the Indemnitee in connection with the defense of such action, suit or proceeding, or in connection with any appeal thereof or to enforce the indemnity rights contemplated hereby except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Indemnitee is guilty of gross negligence or willful misconduct in the performance of his or her duties. The Association shall also reimburse any such Indemnitee for the reasonable costs of settlement of or for any judgment rendered in any such action, suit or proceeding, unless it shall be adjudged in such action, suit or proceeding that such Indemnitee was guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against an Indemnitee, no director or officer shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his or her duties where, acting in good faith, such director or officer relied on the books and records of the Association or statements or advice made by or prepared by any managing agent of the Association or any accountant, attorney or other person or firm employed or retained by the Association to render advice or service, unless such director or officer had actual knowledge of the falsity or incorrectness thereof, nor shall a director be deemed guilty of gross negligence or willful misconduct by virtue of the fact that he or she failed or neglected to attend any meetings of the Board of Directors of the Association. The costs and expenses incurred by any Indemnitee in defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay the amount paid by the Association if it shall ultimately be determined that the Indemnitee is not entitled to indemnification or reimbursement as provided in this section 5.11.

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ARTICLE VI

ARCHITECTURAL REVIEW COMMITTEE

6.1 Creation. There shall be, and hereby is, created and established an Architectural Review Committee to perform the functions provided for herein. At all times during the Development Period, the Architectural Review Committee shall consist of three (3) members appointed, from time to time, by Developer and who shall be subject to removal by Developer at any time with or without cause. After the end of the Development Period, the Architectural Review Committee shall be a standing committee of the Association, consisting of three (3) persons appointed, from time to time, by the Board of Directors of the Association. The three persons appointed by the Board of Directors to the Architectural Review Committee shall consist of Owners of Lots but need not be members of the Board of Directors. The Board of Directors may at any time after the end of the Development Period remove any member of the Architectural Review Committee upon a majority vote of the members of the Board of Directors.

6.2 Purposes and Powers of Architectural Review Committee. The Architectural Review Committee shall review and approve the design, appearance and location of all residences, structures or any other improvements placed or modified by any person on any Lot and the installation and removal of any trees, bushes, shrubbery and other landscaping on any Lot, in such a manner as to preserve the value and desirability of the Real Estate and the harmonious relationship among Residence Units and the natural vegetation and topography.

(i) In General. No residence, building, structure, antenna, walkway, fence, deck, pool, tennis court, basketball goal, wall, patio or other improvement of any type or kind shall be erected, constructed, placed or modified, changed or altered on any Lot without the prior written approval of the Architectural Review Committee. Such approval shall be obtained only after written application has been made to the Architectural Review Committee by the Owner of the Lot requesting authorization from the Architectural Review Committee. Such written application shall be in the manner and form prescribed from time to time by the Architectural Review Committee and, in the case of construction or placement of any improvement, shall be accompanied by two (2) complete sets of plans and specifications for the proposed improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Architectural Review Committee may reasonably require.

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Unless otherwise permitted by the Architectural Review Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect.

(ii) Power of Disapproval. The Architectural Review Committee may refuse to approve any application (a "Requested Change") made to it when:

(a) The plans, specifications, drawings or other materials submitted are inadequate or incomplete, or show the Requested Change to be in violation of any of the terms of this Declaration or the Plat Covenants and Restrictions applicable to any part of the Real Estate;

(b) The design or color scheme of a Requested Change is not in harmony with the general surroundings of the Lot or with the adjacent Residence Units or related improvements; or

(c) The Requested Change in the opinion of the Architectural Review Committee would not preserve or enhance the value and desirability of the Real Estate or would otherwise be contrary to the interests, welfare or rights of the Developer or any other Owner.

(iii) Rules and Regulations. The Architectural Review Committee, from time to time, may promulgate, amend or modify additional rules and regulations or building policies or procedures as it may deem necessary or desirable to guide Owners as to the requirements of the Architectural Review Committee for the submission and approval of Requested Changes.

6.3 Duties of Architectural Review Committee. If the Architectural Review Committee does not approve a Requested Change within forty-five (45) days after all required information on the Requested Change shall have been submitted to it, then such Requested Change shall be deemed denied. One copy of submitted material shall be retained by the Architectural Review Committee for its permanent files.

6.4 Liability of the Architectural Review Committee. Neither the Architectural Review Committee, the Association-, the Developer nor any agent or member of any of the foregoing, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done in connection with a Requested Change or for any decision made by it unless made in bad faith or by willful misconduct.

6.5 Inspection. The Architectural Review Committee or its designee may, but shall not be required to, inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article VI and may require any

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work not consistent with an approved Requested Change, or not approved, to be stopped and removed at the offending Owner's expense.

6.6 Architectural Restrictions on Residence Units. No modular, manufactured or mobile home shall be permitted on any Lot. However, the use of pre-constructed wall systems and other pre-fabricated architectural components shall not be restricted by this Covenants. In addition, no homes with substantially identical architectural design shall be permitted on adjacent or facing Lots.

ARTICLE VII

ASSESSMENTS

7.1 Purpose of Assessments. Each Owner of a Lot by acceptance for itself and related entities of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association for his obligation for (i) regular assessments for Common Expenses ("Regular Assessments") and (ii) special assessments for capital improvements and operating deficits and for special maintenance and repairs ("Special Assessments"). Such assessments shall be established, shall commence upon such dates and shall be collected as herein provided. The general purpose of Regular and Special Assessments is to provide funds to maintain and improve the Common Areas and related facilities for the benefit of the Owners, and the same shall be levied for the following specific purposes: (i) to promote the health, safety and welfare of the residents occupying the Real Estate, (ii) for the improvement, maintenance and repair of the Common Areas, the improvements, lawn foliage and landscaping within and upon the Common Areas, Landscape Easements, Drainage, Utility or Sanitary Sewer Easements and the drainage system, (iii) for the performance of the responsibilities and duties and satisfaction of the obligations of the Association and (iv) for such other purposes as are reasonably necessary or specifically provided herein. A portion of the Regular Assessment may be set aside or otherwise allocated in a reserve fund for repair and replacement of any, capital improvements which the Association is required to maintain. The Regular and Special Assessments levied by the Association shall be uniform for all Lots within the Subdivision.

7.2 Regular Assessments. The Board of Directors of the Association shall have the right, power and authority, without any vote of the members of the Association, to fix from time to time the Regular Assessment against each Residence Unit at any amount not in excess of the "Maximum Regular Assessment" as follows:

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(i) Until December 31 of the year immediately following the conveyance of the first Lot to an Owner for residential use, the Maximum Regular Assessment on any Residence Unit for any calendar year shall not exceed Two Hundred Forty Dollars (\$240.00).

(ii) From and after December 31 of the year immediately following the conveyance of the first Lot to an Owner for residential use, the Maximum Regular Assessment on any Residence Unit for any calendar year may be increased by not more than five percent (5%) per year above the Regular Assessment for the previous calendar year without a vote of the members of the Association.

(iii) From and after December 31 of the year immediately following the conveyance of the first Lot to an Owner for residential use, the Board of Directors of the Association may fix the Regular Assessment at an amount in excess of the maximum amount specified in subparagraph (ii) above only with the approval of a majority of those members of each class of members of the Association who cast votes in person or by proxy at a meeting of the members of the Association duly called and held for such purpose.

(iv) Each Residence Unit shall be assessed an equal amount for any Regular Assessment, excepting any proration for ownership during only a portion of the assessment period.

7.3 Special Assessments. In addition to Regular Assessments, the Board of Directors of the Association may make Special Assessments against each Residence Unit, for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Association may from time incur, but only with the assent of a majority of the members of each class of members of the Association who cast votes in person or by proxy at a duly constituted meeting of the members of the Association called and held for such purpose.

7.4 No Assessment against Developer During the Development Period. Neither the Developer nor any affiliated entity shall be assessed any portion of any Regular or Special Assessment during the Development Period.

7.5 Date of Commencement of Regular or Special Assessments, Due Dates. The Regular Assessment or Special Assessment, if any, shall commence as to each Residence Unit on the first day of the first calendar month following the first conveyance of the related Lot to an Owner, provided that, in the case of the conveyance by Developer of a Lot to any builder in the Subdivision not related to Developer, such commencement shall occur on the

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first day of the sixth calendar month following the first conveyance of the Lot to such builder.

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

7.6 Failure of Owner to Pay Assessments.

(i) No Owner may exempt himself from paying Regular Assessments and Special Assessments due to such Owner's nonuser of the Common Areas or abandonment of the Residence Unit or Lot belonging to such Owner. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the lien for such assessment (as described in section 7.7 below) may be foreclosed by the Board of Directors of the Association for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Residence Unit shall be jointly and severally liable for the payment to the Association on the first day of each month of reasonable rental for such Residence Unit, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Residence Unit or Lot, and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board of Directors of the Association, at its option, may in the alternative bring suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors of the Association, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot costs and expenses of such action incurred (including but not limited to attorneys fees) and interest from the date such assessments were due until paid.

(ii) Notwithstanding anything contained in this section 7.6 or elsewhere in this Declaration, any sale or transfer of a Residence Unit or Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Residence Unit, or the purchaser thereof, at such foreclosure sale, or the grantee

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in the event of conveyance in lieu thereof, from liability for any assessments thereafter becoming due or from the lien therefor.

7.7 Creation of Lien and Personal Obligation. All Regular Assessments and Special Assessments, together with interest, costs of collection and attorneys' fees, shall be a continuing lien upon the Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with interest, costs of collection and attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time such assessment became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successors in title unless expressly assumed by them. The Association, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Lot, shall furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular or Special Assessments or other charges against the Lot. Such statement shall be binding upon the Association as of the date of such statement.

7.8 Expense Incurred to Clear Drainage, Utility or Sanitary Sewer Easement Deemed a Special Assessment. As provided in the Plat Covenants relating to the Real Estate, the Owner of any Lot subject to a Drainage, Utility or Sanitary Sewer Easement including any builder, shall be required to keep the portion of said Drainage, Utility or Sanitary Sewer Easement on his Lot free from obstructions so that the storm water drainage will not be impeded and will not be changed or altered without a permit from the applicable local governmental authority and prior written approval of the Developer and the Association. Also, no structures or improvements, including without limitation decks, patios, pools, fences, walkways or landscaping of any kind, shall be erected or maintained upon said easements, and any such structure or improvement so erected shall, at Developer's or the Association's written request, be promptly removed by the Owner at the Owner's sole cost and expense. If, within thirty (30) days after the date of such written request, such Owner shall not have commenced and diligently and continuously effected the removal of any obstruction of storm water drainage or any prohibited structure or improvement, Developer or the Association may enter upon the Lot and cause such obstruction, structure or improvement to be removed so that the Drainage, Utility or Sanitary Sewer Easement is returned to its original designed condition. In such event, Developer or the Association shall be entitled to recover the full cost of such work from the offending Owner and such amount shall be deemed a special assessment against the Lot owned by such Owner which, if unpaid, shall constitute a lien against such Lot and may be collected by the Association

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pursuant to this Article 7 in the same manner as any Regular Assessment or Special Assessment may be collected.

ARTICLE VIII

INSURANCE

8.1 Casualty Insurance. The Association shall purchase and maintain fire and extended coverage insurance in an amount equal to the full insurable replacement cost of any improvements owned by the Association. The Association shall also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable. Such insurance policy shall name the Association as the insured. The insurance policy or policies shall, if practicable, contain provisions that the insurer (i) waives its rights to subrogation as to any claim against the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors and all Owners and their respective agents and guests and (ii) waives any defense to payment based on invalidity arising from the acts of the insured. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried.

8.2 Liability Insurance. The Association shall also purchase and maintain a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance shall cover all of the Common Areas and shall inure to the benefit of the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate and the Developer.

8.3 Other Insurance. The Association shall also purchase and maintain any other insurance required by law to be maintained, including but not limited to workers compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including but not limited to officers' and directors' liability insurance.

8.4 Miscellaneous. The premiums for the insurance described above shall be paid by the Association as Common Expenses.

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ARTICLE IX

MAINTENANCE

9.1 Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner of each Lot, including any builder during the building process, to keep the grass on the Lot properly cut and keep the Lot, including any Drainage, Utility or Sanitary Sewer Easements located on the Lot, free of weeds, trash or construction debris and otherwise neat and attractive in appearance including without limitation, the proper maintenance of the exterior of any structures on such Lot. If the Owner of any Lot fails to do so in a manner reasonably satisfactory to the Association, the Association shall have the right (but not the obligation), through its agents, employees and contractors, to, enter upon said Lot and clean, repair, maintain or restore the Lot, as the case may be, and the exterior of the improvements erected thereon. The cost of any such work shall be and constitute a special assessment against such Lot and the owner thereof, whether or not a builder, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable to the offending Owner for any damage which may result from any maintenance work performed hereunder.

9.2 Damage to Common Areas. In the event of damage to or destruction of any part of the Common Areas or any improvements which the Association owns or is required to maintain hereunder, including without limitation any Subdivision improvement, such as fences or columns erected by the Developer in right-of-way areas, the Association shall repair or replace the same from the insurance to the extent of the availability of such insurance proceeds. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds. Notwithstanding any obligation or duty of the Association hereunder to repair or maintain the Common Areas and other improvements if, due to the willful, intentional or negligent acts or omissions of any Owner (including any builder) or of a member of his family or of a guest, subcontractor, employee, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas or any other improvements maintained by the Association pursuant to this Paragraph 9.2, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then the Association shall cause such repairs to be made and such Owner shall pay for such damage and such maintenance, repairs and replacements, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
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repairing such damage shall constitute a special assessment against such Owner, whether or not a builder, and its Lot, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

ARTICLE X

MORTGAGES

10.1 Notice to Mortgagee. The Association, upon request, shall provide to any Mortgagee a written certificate or notice specifying unpaid assessments and other defaults, if any, of the Owner of any Lot in the performance of the Owner's obligations under this Declaration or any other applicable documents.

10.2 Notice to Association. Any Mortgagee who holds a first mortgage lien on a Lot may notify the Secretary of the Association by certified mail (return receipt requested) of the existence of such mortgage and provide the name and address of the Mortgagee. A record of the Mortgagee and name and address shall be maintained by the Secretary of the Association and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws of the Association or otherwise shall be deemed effectively given if mailed to the Mortgagee at the address shown in such record in the time provided. Unless notification of a Mortgage and the name and address of the Mortgagee are furnished to the Secretary as herein provided, no notice to any Mortgagee 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, the By-Laws of the Association, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

10.3 Mortgagees' Rights Upon Default by Association. If the Association fails (i) to pay taxes or the charges that are in default and that have or may become liens against any Common Areas, or (ii) to pay on a timely basis any premium on hazard insurance policies on Common Areas or to secure hazard insurance coverage for the Common Areas upon lapse of a policy, then the Mortgagee with respect to any Lot may make the payment on behalf of the Association.

ARTICLE XI

AMENDMENTS

11.1 By the Association. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

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OF DECATUR RIDGE SUBDIVISION

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

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

(iii) Meeting. The resolution concerning a proposed amendment must be adopted by the vote required by subparagraph (iv) below at a meeting of the members of the Association duly called and held in accordance with the provisions of the Association's By-Laws.

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than ninety percent (90%) in the aggregate of all votes entitled to be cast by all Owners if the proposed amendment is considered and voted upon on or before twenty (20) years after the date hereof, and not less than seventy-five percent (75%) of such votes if the proposed amendment is considered and voted on after twenty (20) years from the date hereof. In any case, provided, however, that any such amendment shall require the prior written approval of Developer so long as Developer or any entity related to Developer owns any Lot or Residence Unit within the Real Estate. In the event any Residence 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 provided the Mortgagee has given prior notice of its mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing sub-section 10.2.

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication or mortgaging of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

(v) Mortgagees Vote on Special Amendments. No amendments to this Declaration shall be adopted which changes any provision of this Declaration which would be deemed to be of a material nature by the Federal National Mortgage Association under Section 601.02 of Part V, Chapter 4, of the Fannie Mae Selling Guide, or any similar provision of any subsequent guidelines published in lieu of or in substitution for the Selling Guide, or which would be deemed to require the first mortgagees consent under the Freddie Mac Sellers and Servicers' Guide, Vol. 1, Section 2103 (d), without the written approval of at least sixty-seven percent (67%) of the Mortgagees who have given prior notice of their mortgage interest to

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the Board of Directors of the Association in accordance with the provisions of the foregoing section 10.2.

Any Mortgagee which has been duly notified of the nature of any proposed amendment shall be deemed to have approved the same if the Mortgagee or a representative thereof fails to appear at the meeting in which such amendment is to be considered (if proper notice of such meeting was timely given to such Mortgagee) or if the Mortgagee does not send its written objection to the proposed amendment prior to such meeting. In the event that a proposed amendment is deemed by the Board of Directors of the Association to be one which is not of a material nature, the Board of Directors shall notify all Mortgagees whose interests have been made known to the Board of Directors of the nature of such proposed amendment, and such amendment shall be conclusively deemed not material if no Mortgagee so notified objects to such proposed amendment within thirty (30) days after the date such notices are mailed and if such notice advises the Mortgagee of the time limitation contained in this sentence.

11.2 By the Developer. Developer hereby reserves the right, so long as Developer or any entity related to Developer owns any Lot or Residence Unit within and upon the Real Estate, to make any technical amendments to this Declaration, without the approval of any other person or entity, for any purpose reasonably deemed necessary or appropriate by the Developer, including without limitation: to bring Developer or this Declaration into compliance with the requirement of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof, to conform with zoning covenants and conditions; to comply with the 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, the Veterans Administration or any other governmental agency or to induce any of such agencies to make, purchase, sell, insure or guarantee first mortgages, or to correct clerical or typographical errors in this Declaration or any amendment or supplement hereto; provided, however, that in no event shall Developer be entitled to make any amendment which has a material adverse effect on the rights of any Mortgagee, or which substantially impairs the rights granted by this Declaration to any Owner or substantially increases the obligations imposed by this Declaration on any Owner.

11.3 Recording. Each amendment to this Declaration need be executed only by Developer in any case where Developer has the right to amend this Declaration pursuant to Paragraph 11.2 and, otherwise, by the President or Vice President and Secretary of the Association; provided, however, that any amendment requiring the consent of Developer pursuant to Paragraph 11. 1 shall contain Developer's signed consent. All amendments shall

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF DECATUR RIDGE SUBDIVISION

be recorded in the Office of the Recorder of Marion County, Indiana, and no amendment shall become effective until so recorded.

ARTICLE XII

MISCELLANEOUS

12.1 Right of Enforcement. Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration or in a Plat of any part of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, shall be grounds for an action by Developer, the Association, any Owner and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants, conditions or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys fees reasonably incurred by any party successfully enforcing such covenants, conditions and restrictions; provided, however, that neither Developer, any Owner nor the Association shall be liable for damages of any kind to any person for failing or neglecting for any reason to enforce any such covenants, conditions or restrictions.

12.2 Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party, including without limitation the Association and the Developer, to invoke any available remedy with respect to any violation or threatened violation of any covenants, conditions or restrictions enumerated in this Declaration or in a Plat of any part of the Real Estate shall constitute a waiver by that party of, or an estoppel of that party to assert, any right available to it upon the occurrence, recurrence or continuance of such violation.

12.3 Duration. These covenants, conditions and restrictions and all other provisions of this Declaration (as the same may be amended from time to time as herein provided) shall run with the land comprising the Real Estate and shall be binding on all persons and entities from time to time having any right, title or interest in the Real Estate or any part thereof, and on all persons claiming under them, until December 31, 2017, and thereafter shall continue automatically until terminated or modified by vote in the majority of all Owners at any time thereafter; provided, however, that no termination of this Declaration shall terminate or otherwise affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

12.4 Severability. Invalidation of any of the covenants, conditions or restrictions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF DECATUR RIDGE SUBDIVISION

12.5 Applicable Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Indiana.

12.6 Annexation. Additional land adjacent to the Real Estate may be annexed by Developer to the Real Estate (and from and after such annexation shall be deemed part of the Real Estate for all purposes of this Declaration) by execution and recordation by Developer in the Office of the Recorder of Marion County, Indiana, of a supplemental declaration, and such action shall require no approvals or other action of the Owners.

ARTICLE XIII

DEVELOPERS RIGHTS

13.1 Access Rights. Developer hereby declares, creates and reserves an access license over and across all of the Real Estate for the use of Developer and its representatives, agents, designees, contractors and affiliates during the Development Period. Notwithstanding the foregoing, the area of the access license created by this section 13.1 shall be limited to that part of the Real Estate which is not in, on, under, over, across or through a building or the foundation of a building properly located on the Real Estate. The parties for whose benefit this access license is herein created and reserved shall exercise such access rights only to the extent reasonably necessary and appropriate and such parties shall, to the extent reasonably practicable, repair any damage or destruction caused by reason of such parties' exercise of this access license.

13.2 Signs. Developer and its designees shall have the right to use signs of any size during the Development Period and shall not be subject to the Plat Covenants with respect to signs during the Development Period. The Developer and its designees shall also have the right to construct or change any building, improvement or landscaping on the Real Estate without obtaining the approval of the Architectural Review Committee at any time during the Development Period.

13.3 Sales Offices and Models. Notwithstanding anything to the contrary contained in this Declaration or a Plat of any part of the Real Estate now or hereafter recorded in the

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF DECATUR RIDGE SUBDIVISION

office of the Recorder of Marion County, Indiana, Developer, any entity related to Developer and any other person or entity with the prior written consent of Developer, during the Development Period, shall be entitled to construct, install, erect and maintain such facilities upon any portion of the Real Estate owned by Developer, the Association or such person or entity as, in the sole opinion of Developer, may be reasonably required or convenient or incidental to the development of the Real Estate or the sale of Lots and the construction or sale of Residence Units thereon. Such facilities may include, without limitation, storage areas or tanks, parking areas, signs, model residences, construction offices or trailers and sales offices or trailers.

IN WITNESS WHEREOF, witness the signature of the Developer this 4th day of May, 2000.

APPROVED THIS 9TH
DAY OF MAY, 2000

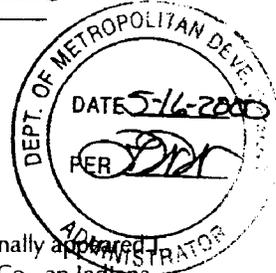
"DEVELOPER"
MANN REALTY CO. D/B/A D.B. MANN
DEVELOPMENT CO., an Indiana Partnership

DECATUR TOWNSHIP ASSESSOR)
Charles P. Coleman DRAFTSMAN

APPROVED THIS 16TH
DAY OF MAY, 2000

By: J.B.M.
J. Brian Mann
Partner

DECATUR TOWNSHIP ASSESSOR)
Charles P. Coleman DRAFTSMAN
STATE OF INDIANA)



) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared J. Brian Mann, a Partner of Mann Realty Co. d/b/a D.B. Mann Development Co., an Indiana Partnership (Developer herein), and acknowledged the execution of the foregoing instrument this 4 day of May, 2000.

Lynn M. Williams Notary
Lynn M. Williams (Printed)

Resident of Marion County, Indiana
LYNN M WILLIAMS
NOTARY PUBLIC STATE OF INDIANA
MARION COUNTY
MY COMMISSION EXP. DEC. 20, 2001

My Commission Expires: _____

This Instrument prepared by Mann Realty Co. d/b/a D.B. Mann Development Co., 8653 Bash Street, Indianapolis, IN 46256

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF DECATUR RIDGE SUBDIVISION

EXHIBIT "A"

LEGAL DESCRIPTION OF DEVELOPMENT

A part of the Southwest Quarter of Section 2, Township 14 North, Range 2 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Quarter section; thence South 89°25'46" West along the South line of said Quarter section a distance of 730.07 feet to the POINT OF BEGINNING; thence continuing South 89°25'46" West along the South line of said Quarter Section a distance of 618.40 feet; thence North 00°11'08" East a distance of 1,802.09 feet; thence South 89°52'37" East a distance of 616.39 feet; thence North 00°07'23" East parallel with the East line of said Quarter section a distance of 860.07 feet to a point on the North line thereof; thence North 89°33'16" East along said North line a distance of 730.05 feet to the Northeast corner of said Quarter section; thence South 00°07'23" West along the East line of said Quarter section a distance of 2,077.80 feet; thence South 89°25'46" West a distance of 294.82 feet; thence South 00°07'23" West a distance of 300.30 feet; thence South 89°25'46" West a distance of 435.25 feet; thence South 00°07'23" West a distance of 274.98 feet to the Point of Beginning. Containing 63.323 acres (2,758,343 square feet) more or less.

9905ov.doc
08 May 2000 ~ dwp

1

MARTHA A. WOMACKS
MARION COUNTY RECORDER

96533 NOV 15 2001

SUBJECT TO THE ACCEPTANCE
FOR TRANSFER

MELTON-PACKARD & ASSOCIATES
Civil Engineers • Land Planners
8444 Castlewood Drive • Suite 700 • Indianapolis, Indiana 46250
Office: (317) 577-0069 • Fax: (317) 577-1879

11/15/01 DE:37PH MARION COUNTY RECORDER DJS 10.00 PAGES: 1

CERTIFICATION OF CORRECTION

RE: Decatur Ridge Subdivision, Section Two prepared by Melton-Packard & Associates, Inc., and Certified by Bradley P. Ott, Registered Land Surveyor No. 9600012, State of Indiana and recorded as Instrument No. 010125409 in the Office of the Recorder of Marion County, Indiana.

ITEM CORRECTED: Addition of the following definitions to said Secondary Plat.

1. Tree Preservation Easements – Areas denoted on the face of this plat as Tree Preservation Easements are created for the purpose of maintaining the existing tree and shrub vegetation in its natural state. No existing trees or shrubs may be removed from these Easements except for the removal of dead or diseased plant material. Wherever Tree Preservation Easements may coincide with other easements, such as drainage, utility or access easements, any tree or shrub trimming or removal shall be the minimum amount necessary to achieve suitable drainage, utility installation or access within the Tree Preservation Easement.

2. Tree Conservation Easements – Areas denoted on the face of this plat as Tree Conservation Easements are created for the purpose of conserving the existing tree and shrub vegetation in its natural state, inasmuch as such conservation is compatible with the drainage requirements for the Lots. Wherever Tree Conservation Easements may coincide with other easements, such as drainage or access easements, any tree or shrub trimming or removal shall be the minimum amount necessary to achieve necessary drainage or access within the Tree Preservation Easement.

REMARKS: This certificate is being prepared at the direction of the Client for the purpose of clarifying the definition of said easements.

Witness my hand and seal this 28th day of August, 2001.



Bradley P. Ott
Bradley P. Ott
Land Surveyor No. 9600012
State of Indiana

Inst # 2001-020443B

APPROVED THIS 15TH
DAY OF NOVEMBER 2001

Andrew B. Harkins
DECATUR TOWNSHIP ASSESSOR
DRAFTSMAN



Sheet 1 of 1

11

MARTHA A. WOMACKS
MARION COUNTY RECORDER

06:01 FEB-4 8

SUBJECT TO TITLE ACCEPTANCE
FOR TRANSFER

Stormwater Pond

Operation and Maintenance Manual

Submitted by: Mann Realty Co. d/b/a D.B. Mann Development Company

Date: January 23, 2002

Project Name: Decatur Ridge Section Three

BMP Owner Information

Name: Mann Realty Co. d/b/a D.B. Mann Development Company

Address: 8653 Bash Street, Indianapolis, Indiana 46256

Business Phone: 317.849.0452 Fax: 317.849.3457

E-mail Address: mann-properties.com

Pager: information not available (ina) Cell Phone: (ina)

02/04/02 12:20PM WANDA MARTIN MARION CTY RECORDER JHM 29.00 PAGES: 11

Inst # 2002-0022951

| Components of a Stormwater Pond | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Refer to the following drawings appended to this Operation and Maintenance Manual:</p> <p>Figure</p> <ol style="list-style-type: none"> 1. An 8.5 x 11 site plan showing the entire site with all BMP(s) located and labeled. 2. An 8.5 x 11 drawing showing the stormwater pond plan view. 3. An 8.5 x 11 drawing showing the stormwater pond profile view. The profile shows the sediment cleanout elevation in the forebay and the ponding area. Detail sections of the forebay and emergency overflow facilities and pond slope configuration are depicted. 4. An 8.5 x 11 drawing showing the cross sectional view of the stormwater pond control structure and associated detail views. 5. An 8.5 x 11 drawing showing the landscape plan specifications. | <p>Forebay:</p> <ul style="list-style-type: none"> • Pretreatment for heavy solids, soil • Easier to clean than normal pool area • Can have hardened pad for ease of cleaning |
| | <p>Treatment Area:</p> <ul style="list-style-type: none"> • Normal pool area • Can include forebay or multiple cells |
| | <p>Spillway System:</p> <ul style="list-style-type: none"> • Primary and emergency spillways • Primary - slowly draws down designed storm events • Emergency - passes larger storm events |

Stormwater Pond Inspection and Maintenance Activities

- Guidance on both owner-required periodic inspections and inspections to be performed by City inspection:

BMP (best management practice) owners must routinely inspect BMPs to verify that all BMP components are functioning as designed and are not in danger of failing. All BMPs need maintenance to function as water quality and quantity enhancements. Maintenance can range from dredging sediment out of the treatment area to mowing grass.

Refer to the maintenance and inspection tabulation included herein for guidance on the BMP owner-required inspections and maintenance requirements. Similarly, representatives from the City will perform periodic inspections to assure maintenance item compliance.

All inspections must be documented on the inspection form included in this Operation and Maintenance Manual. The format of this form is to be specifically that which is titled, "Stormwater Pond Operation, Maintenance, and Management Inspection Checklist for BMP Owners" as illustrated as Figure 702.03-5 on Page 7-13 of the City of Indianapolis Stormwater Specifications Manual that the DPW Board approved on July 25, 2001. BMP owner agrees to pay the applicable drainage fees pursuant to Section 103.04 of said Stormwater Specifications Manual.

- Guidance on routine maintenance:

Grassed Areas - BMP pond areas, which have been planted with grass to mitigate soil erosion and to provide a visually attractive natural cover that are located within common areas and within designated drainage easements, must be regularly mowed. BMP owner shall comply with the following recommended cutting height above finished grade for the grass:

- ◊ Minimum grass height shall not be less than two and one-half (2.5") inches,
- ◊ Maximum grass height shall not be allowed to grow above five (5") inches prior to mowing.

As determined by periodic inspection required herein, landscaped grassed areas shall have regular treatments of commercially available lawn fertilizer, insecticide and fungus control measures applied in accordance with all applicable governmental usage laws to ensure healthy growth cycles. Litter and debris removal from the pond's inlet and outlet structures shall occur promptly whenever observed so that the BMP control systems will not be reduced in efficiency by material obstructions.

Maintenance diligence is needed to prevent the occurrence of woody vegetation growth within the embankment limits of the BMP pond. Likewise, it is required that all invasive vegetation be removed from all side slopes of the BMP pond. Sediment accumulation must be removed from the pond's forebay and permanent pool area when it fifty percent (50%) full.

It is recommended that "No Swimming / No Skating" safety warning signs be posted conspicuously along the stormwater pond's perimeter bank to inform the public that such behavior will not be tolerated. Unless otherwise required by order of law, the arrangement of the number and location of such safety warning signs is left up to the discretion of the BMP owner.

The BMP owner agrees to follow the following maintenance and inspection program:
(Refer to the tabular schedule appended hereto showing inspection and maintenance requirements)

- Guidance on remedial maintenance:

Outlet works maintenance shall be accomplished only by licensed contractors who have valid qualifications and experience in the performance of the type of work required. Valves shall be lubricated per the manufacturer's recommendations to ensure free movement of parts. Concrete structures shall be maintained so that the facility structure is free from cracks and spalling. If observed, accumulated sediment and debris must be removed from within the structure's interior and from any entry openings near the exterior surface of the outlet control structure. Replacement of this structure should only occur with prior consent and approval by the City's DPW.

Inlet pipes flowing into the Stormwater pond must be anchored with concrete toe anchors to prevent pond-bank scouring and the pipe end section from sinking. Maintenance diligence must occur to protect rip-rap revetment material from both natural man-made displacement. Displaced rip-rap shall be physically relocated to the point of original installation. Emergency spillway components must be maintained as originally installed in both vertical elevation and spillway weir channel width.

Any water seepage, or "piping" observed in the earth embankment of the stormwater pond's embankment must be immediately reported to DPW. It is recommended that registered

professional engineer be commissioned to investigate the cause of such seepage and to recommend remedial action.

- Guidance on sediment removal:

In order to insure that the extended detention stormwater BMP remains effective as a water quality and/or quantity control device, periodic sediment removal operations must be performed by the BMP owner.

It is anticipated that the subject stormwater pond will be initially excavated during the site development of Decatur Ridge Section Three. The pond will be utilized during said land development period and the subsequent period of home construction. Pursuant to Section 701.03 on Page 7-2 of the City of Indianapolis Stormwater Specifications Manual that the DPW Board approved on July 25, 2001, in this instance, "the construction sequence must require that the pond is cleaned out with pertinent elevations and storage and treatment capacities reestablished as noted in the approved stormwater management plan." As a related corollary, Item 21. within Section 702.03 of the above referenced "Manual" (page 7-7) stipulates the following, "if the pond is used as a sediment control measure during active construction, the performance sureties will not be released until sediment has been cleaned out of the pond and elevations and grades have been reestablished as noted in the approved stormwater management plan for post-construction runoff control."

The reader is encouraged to refer to Figures 2 and 3 appended hereto for a graphical representation of the pond's desired physical configuration and maximum sediment levels.

Per Section 702.03 (page 7-9), Maintenance, Item 3: "sediment accumulation must be removed from the pond's forebay and permanent pool area when it fifty percent (50%) full. Also per Section 702.03 (page 7-6), Site and Design Considerations, Item 4: "- A fixed vertical sediment depth marker must be installed in the forebay to measure sediment deposition over time. - Sediment removal in the forebay shall occur when 50% of the total capacity has been lost."

The estimated total capacity of the forebay is calculated to be 30,369 ft.³; therefore, the volume value of 15,184 ft.³ represents 50% of the total capacity of the forebay and said 50% value occurs when the sediment accumulates in depth to an elevation interpolated to be 763.6 feet NGVD 1929. This elevation shall be indicated on the required fixed vertical sediment depth marker installed in the pond's forebay area.

Similarly, the estimated total capacity of the permanent pool area is calculated to be 208,858 ft.³; therefore, the volume value of 104,429 ft.³ represents 50% of the total capacity of the permanent pool area and said 50% value occurs when the sediment accumulates in depth to an elevation interpolated to be 762.8 feet NGVD 1929. This elevation shall be indicated on the required fixed vertical sediment depth marker installed in the pond's permanent pool area.

When the depth of accumulated sediment reaches the elevations described in the above paragraphs it shall be removed by the BMP owner. The pond's forebay and permanent pool area shall be drained in the manner further described below. It is recommended that the sediment removal method selected be that which causes the minimum amount of disturbance to the pond's existing slope-protection vegetation, completes the sediment removal in the shortest duration of time, and causes the least amount of negative impact on the surrounding property owners. Sediment shall be

hauled away from the BMP site in vehicles with water-tight construction so that a wet sediment slurry is not deposited on City streets or allowed to be introduced into the City's storm sewer network. Sediment shall be transported and disposed of legally at a commercial land-fill or any other such location having prior approval by the City.

Upon completion of the sediment removal operations, the BMP owner shall fully repair the any disturbed vegetation areas to at least the condition that existed prior to the commencement of the sediment removal operations; said restoration shall include any incidental grading work to insure proper positive drainage of surface water.

• Guidance on draining the extended detention stormwater pond BMP:

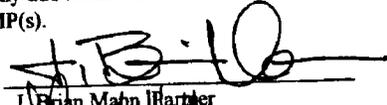
In order to facilitate inspection of the stormwater pond BMP, the City requires that the water volume be drained from the stormwater pond within a 24-hour time period. Therefore, the BMP Owner shall furnish a single pump (or multiple pumps the combination of which) will pump water from the pond at a minimum average discharge rate of 1,240 gpm at a total dynamic head (TDH) of 50 feet. These dewatering pumps may be rented locally from commercial contractor tool rental establishments. A trash strainer having an total open area greater than that of the suction hose shall be affixed to each suction hose before it is installed at the bottom of the pond. The pumps shall be operated from a location in a Common Area of the subdivision near the emergency spillway so that the pumped, clear-water flow can be effectively discharged into the existing stormwater manhole (which contains a 27-inch diameter reinforced concrete pipe effluent conduit) located in the Common Area Block "B" near the northwest corner of 5904 Decatur Ridge Drive (Lot 50), as said Lot and Block are depicted on the recorded Secondary Plat of Decatur Ridge Section One. Pumps powered by internal combustion engines (gasoline or diesel operated) must have exhaust-noise mufflers which operate properly to minimize noise pollution during all operating periods.

The City and/or its representatives have the right to enter the property to inspect the BMPs. The BMP Owner is required to perform all maintenance specified by the annual City inspection, if any. The BMP Owner shall be financially responsible for any maintenance or repairs required by the City or its representatives during the City's inspections.

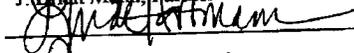
This Operation and Maintenance Manual is submitted to the City of Indianapolis with the intent to insure the longevity and adequate functioning of the Stormwater Pond(s) owned by Mann Realty Co. d/b/a D.B. Mann Development Company for the Decatur Ridge Section Three site.

By submitting this Operation and Maintenance Manual to the City of Indianapolis with plans to construct a Stormwater Pond, the BMP owner noted above agrees to follow and abide by the inspection schedule and maintenance activities listed in this manual. The BMP owner noted above is responsible for any additional maintenance and/or repair activities to maintain the function and longevity of the BMP(s).

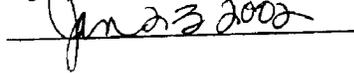
Owner Signature:


J. Brian Mann, Hartler

Witness:



Date:


Jan 23 2000

| Maintenance Item | Inspection Frequency | Maintenance |
|------------------------------------------|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Embankment and Emergency Spillway | | |
| 1. Vegetation | Annually and after major storms | <ul style="list-style-type: none"> Reseed, fertilize and mow as needed. Remove invasive vegetation |
| 2. Embankment | Annually and after major storms | <ul style="list-style-type: none"> Repair erosion. Remove woody vegetation from embankment if the diameter of the woody vegetation is less than 6 inches. Contact an engineer if leaks or seeps are noted on the embankment or abutments. Contact an engineer if bulging, sliding, or cracking is noted. |
| 3. Animal burrows | Annually | <ul style="list-style-type: none"> Remove animals and fill burrows. |
| 4. Drains | Annually | <ul style="list-style-type: none"> Clear blockages, if any. |
| 5. Slope protection | Annually | <ul style="list-style-type: none"> Replace or repair slope protection (rip rap, etc.) |
| 6. Emergency spillway | Annually | <ul style="list-style-type: none"> Remove obstructions. Repair erosion. |
| Riser and Principal Spillway | | |
| Circle Type: | <input checked="" type="checkbox"/> Reinforced concrete | <input type="checkbox"/> corrugated pipe <input type="checkbox"/> masonry |
| 1. Low flow orifice | Annually | <ul style="list-style-type: none"> Remove blockage. |
| 2. Trash rack | Annually and after major storms | <ul style="list-style-type: none"> Remove debris. Replace trash rack if corrosion noted. |
| 3. Riser | Annually and after major storms | <ul style="list-style-type: none"> Contact engineer if excessive sediment noted in riser. |
| 4. Concrete / Masonry sections | Annually | <ul style="list-style-type: none"> Contact engineer if cracks, displacement or spalling is evident. |
| 5. Metal Pipe | Annually | <ul style="list-style-type: none"> Contact engineer if corrosion noted in metal pipe. |
| 6. Control Valve | Annually | <ul style="list-style-type: none"> Contact engineer if valves are not operational. |
| 7. Outfall channels | Annually | <ul style="list-style-type: none"> Replace rip rap in stilling basin and/or outlet channels |
| Treatment Area | | |
| 1. Permanent Pool | Monthly | <ul style="list-style-type: none"> Remove floatable debris. Remove excess vegetation. Remove sediment from pool area when it is 50% full. |
| 2. Shoreline | Monthly | <ul style="list-style-type: none"> Repair shoreline erosion. Remove invasive vegetation |
| 3. Forebay | Monthly | <ul style="list-style-type: none"> Remove sediment accumulation when it is 50% full. |

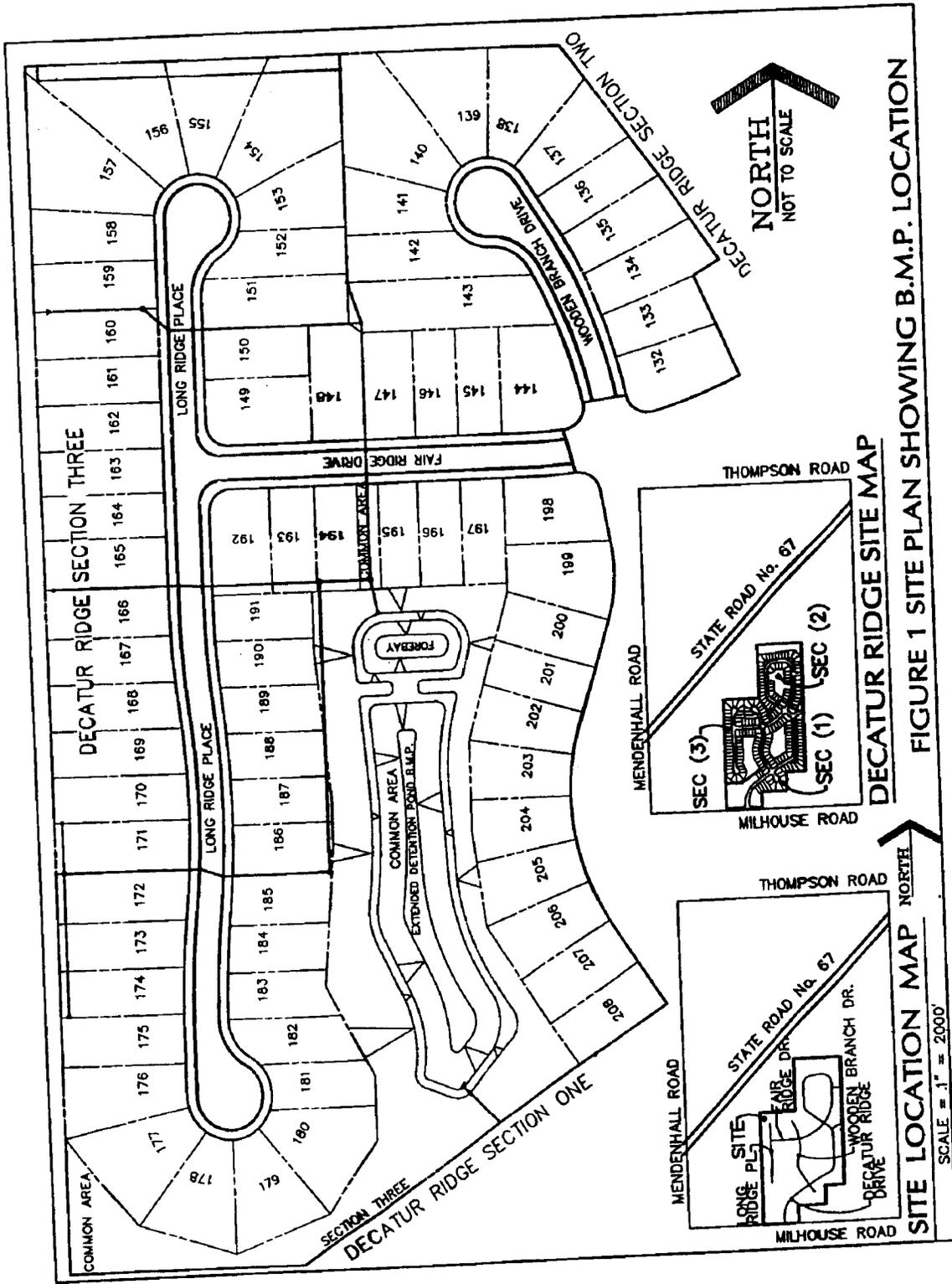
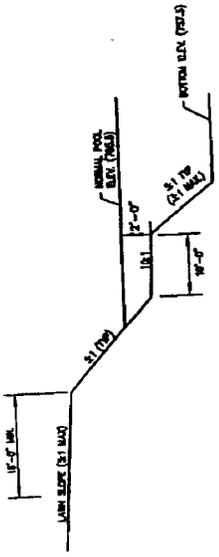
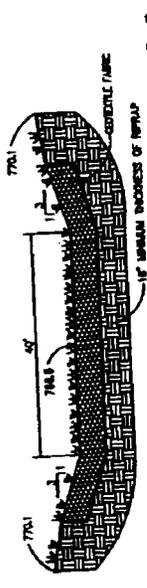


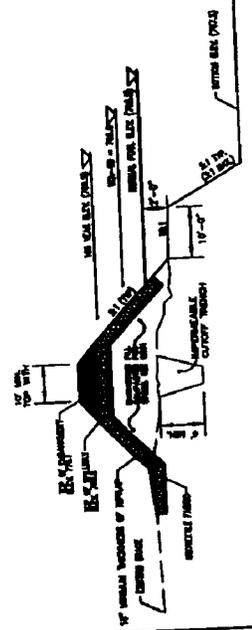
FIGURE 1 SITE PLAN SHOWING B.M.P. LOCATION



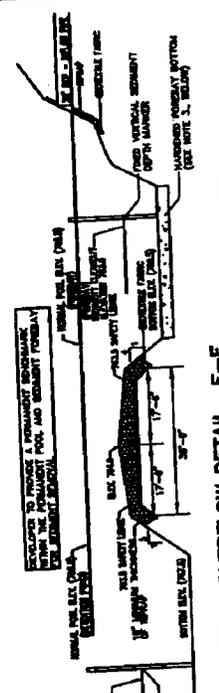
POND - MAIN BASIN DETAIL
NOT TO SCALE



EMERGENCY OVERFLOW WEIR DETAIL @ DETENTION POND D-D
NOT TO SCALE



EMERGENCY SPILLWAY DETAIL C-C
NOT TO SCALE



FOREBAY OVERFLOW DETAIL E-E
NOT TO SCALE

- NOTES**
1. SEDIMENT REMOVAL IN FOREBAY SHALL OCCUR WHEN 80% OF THE TOTAL CAPACITY HAS BEEN LOST.
 2. IF THE POND IS USED AS A SEDIMENT CONTROL, SEDIMENT REMOVAL SHALL BE MAINTAINED AS NOTED IN THE PERFORMANCE MONITORING PLAN. THE SEDIMENT SHALL BE REMOVED IN A MANNER THAT DOES NOT INTERFERE WITH THE OPERATION OF THE POND. THE SEDIMENT REMOVAL SHALL BE MAINTAINED AS NOTED IN THE PERFORMANCE MONITORING PLAN.
 3. THE FOREBAY SPILLWAY SHALL BE MAINTAINED USING A FIVE INCH (5") YORK CONCRETE SLAB ON 4\"/>

FIGURE 3. PROFILE CROSS SECTION THROUGH POND

