

by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his violation of any of the Restrictions or any violation thereof by any member of his family or his or their guests, employees, agents, invitees or tenants.

**ARTICLE XIX
Benefit and Enforcement**

Section 1. Covenants Appurtenant to Land. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after fifteen (15) years a majority of the then owners of the lots in this subdivision agree to change (or terminate) said covenants in whole or in part and on the condition that an instrument to that effect signed by the lot owners voting in favor of such change has been recorded; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

Section 2. Prosecution of Violations. It shall be lawful for the Association, the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant, conditions, provisions or restrictions contained herein either to prevent such person or persons from doing so, or to recover damages or other due for such violation, or to require the removal of structures erected in violation hereof. All costs of litigation and attorney's fees resulting from violation of these covenants and restrictions shall be the financial responsibility of the Lot Owner or Owners found to be in violation. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenant shall not be considered as a waiver of the right to enforce any covenant herein, thereafter. Notwithstanding the foregoing, any violation of these covenants or the Declaration may be waived by a majority of the then owners of the Lots in this subdivision.

**ARTICLE XX
Non-Liability of Johnson County Drainage Board**

The Johnson County Drainage Board shall not be responsible in any way for, and disclaims any liability for, any defect in any plans, specifications or other materials approved by it in

connection with the storm drainage system for the subdivision, or for any defects in the constructions thereof.

**ARTICLE XXI
Miscellaneous**

Section 1. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the Articles or the Bylaws, or to comply with any provision of this Declaration, the Articles, the Bylaws, or the rules, regulations and guidelines adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its cost and reasonable attorneys' fees incurred in connection with such default or failure.

Section 2. Waiver. No owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Areas or by abandonment of his Lot or Dwelling Unit.

Section 3. Severability Clause. The invalidity of any covenant, restriction, condition limitation or other provision of this Declaration, the Articles or the Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles or the Bylaws and each shall be enforceable to the greatest extent permitted by law.

Section 4. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

Section 5. Interpretation. The captions and titles of the various articles, sections, sub-sections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

EXHIBIT "A"

HICKORY RIDGE VILLAGE

PART OF THE SOUTHWEST, SOUTHEAST AND NORTHEAST QUARTERS OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST (ASSUMED BEARING) ALONG THE SOUTH LINE OF LAST SAID SOUTHWEST QUARTER 2714.41 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; NORTH 89 DEGREES 58 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF LAST SAID SOUTHEAST QUARTER 973.57 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 47 SECONDS WEST 50.00 TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE SOUTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 973.48 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 38 SECONDS WEST 904.73 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 00 DEGREES 04 MINUTES 22 SECONDS EAST 20.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 47 MINUTES 27 SECONDS 31.34 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST 328.65 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 89 DEGREES 51 MINUTES 49 SECONDS EAST 315.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES 23 SECONDS 123.83 FEET; THENCE NORTH 22 DEGREES 23 MINUTES 13 SECONDS EAST 124.28 FEET TO A CURVE CONCAVE NORTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 67 DEGREES 38 MINUTES 47 SECONDS WEST 388.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES 23 SECONDS 151.34 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST 279.23 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89 DEGREES 51 MINUTES 49 SECONDS WEST 575.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 45 MINUTES 19 SECONDS 27.65 FEET; THENCE SOUTH 61 DEGREES 20 MINUTES 20 SECONDS EAST 930.27 FEET; THENCE SOUTH 34 DEGREES 31 MINUTES 28 SECONDS EAST 142.91 FEET; THENCE SOUTH 33 DEGREES 53 MINUTES 16 SECONDS EAST 114.08 FEET; THENCE SOUTH 14 DEGREES 28 MINUTES 31 SECONDS EAST 32.14 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS EAST 280.36 FEET; THENCE NORTH 53 DEGREES 16 MINUTES 43 SECONDS EAST 48.86 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 49 SECONDS EAST 200.00 FEET; THENCE NORTH 19 DEGREES 01 MINUTE 11 SECONDS EAST 107.79 FEET; THENCE NORTH 02 DEGREES 32 MINUTES 50 SECONDS WEST 200.19 FEET; THENCE NORTH 05 DEGREES 00 MINUTES 19 SECONDS WEST 30.44 FEET; THENCE NORTH 54 DEGREES 57 MINUTES 19 SECONDS WEST 500.00 FEET; THENCE NORTH 62 DEGREES 49 MINUTES 30 SECONDS WEST 253.10 FEET; THENCE NORTH 26 DEGREES 52 MINUTES 32 SECONDS WEST 136.80 FEET; THENCE NORTH 10 DEGREES 00 MINUTES 43 SECONDS EAST 187.98 FEET; THENCE NORTH 41 DEGREES 32 MINUTES 30 SECONDS EAST 432.71 FEET; THENCE NORTH 35 DEGREES 02 MINUTES 23 SECONDS WEST 114.18 FEET; THENCE NORTH 48 DEGREES 51 MINUTES 48 SECONDS EAST 185.43 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 19 SECONDS WEST 175.12 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 58 DEGREES 08 MINUTES 41 SECONDS EAST 350.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32 DEGREES 16 MINUTES 18 SECONDS 197.14 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 59 SECONDS EAST 503.87 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 01 SECOND EAST 230.00 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 59 SECONDS WEST 304.58 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 24 SECONDS EAST 577.61 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 47 SECONDS EAST 2826.86 FEET TO THE POINT OF BEGINNING CONTAINING 83.790 ACRES MORE OR LESS SUBJECT OF ALL PERTINENT RIGHTS-OF-WAY EASEMENTS AND RESTRICTIONS

PROJECTS plus

CRENSHAW SURVEY COMPANY

**CITY ENGINEERS - LAND SURVEYORS
LAND PLANNERS - GEOTECHNICAL ENGINEERS
288 North Park Ave. A - Chicago, Illinois 60610
(312) 626-8822**

EXHIBIT "A"

HEATHERWOOD VILLAGE

PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 1709.89 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST 374.17 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 89 DEGREES 51 MINUTES 49 SECONDS EAST 386.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 07 MINUTES 10 SECONDS 101.59 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE NORTH 67 DEGREES 36 MINUTES 47 SECONDS WEST 408.77 FEET; THENCE NORTH 09 DEGREES 33 MINUTES 44 SECONDS WEST 172.80 FEET; THENCE NORTH 22 DEGREES 23 MINUTES 13 SECONDS EAST 410.96 FEET; THENCE NORTH 26 DEGREES 04 MINUTES 14 SECONDS EAST 101.86 FEET THENCE NORTH 43 DEGREES 49 MINUTES 54 SECONDS EAST 121.76 FEET; THENCE NORTH 65 DEGREES 21 MINUTES 46 SECONDS EAST 117.11 FEET; THENCE SOUTH 24 DEGREES 38 MINUTES 14 SECONDS EAST 131.76 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 65 DEGREES 21 MINUTES 45 SECONDS WEST 506.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEGREES 30 MINUTES 03 SECONDS 215.85 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 11 SECONDS EAST 279.23 FEET TO A CURVE CONCAVE NORTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89 DEGREES 51 MINUTES 49 SECONDS WEST 315.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES 23 SECONDS 123.83 FEET; THENCE SOUTH 22 DEGREES 23 MINUTES 13 SECONDS WEST 150.39 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS POINT SAID CURVE BEARS SOUTH 67 DEGREES 36 MINUTES 47 SECONDS EAST 386.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07 DEGREES 24 MINUTES 14 SECONDS 46.76 FEET TO THE POINT OF BEGINNING CONTAINING 7.385 ACRES MORE OR LESS SUBJECT TO ALL PERTINENT RIGHTS-OF-WAY EASEMENTS AND RESTRICTIONS.

PROJECTS plus

COMMERCIAL REAL ESTATE COMPANY

ONE WASHINGTON - 1000 WASHINGTON
SOUTH BEND, INDIANA 46708
(317) 332-2222

EXHIBIT "A"

RAINTREE VILLAGE

PART OF THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST (ASSUMED BEARING) ALONG THE SOUTH LINE OF LAST SAID SOUTHWEST QUARTER 1700.89 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST 374.17 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 89 DEGREES 51 MINUTES 49 SECONDS EAST 385.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES 23 SECONDS 151.34 FEET; THENCE NORTH 22 DEGREES 23 MINUTES 13 SECONDS EAST 150.39 FEET TO A CURVE CONCAVE NORTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 87 DEGREES 36 MINUTES 47 SECONDS WEST 315.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES 23 SECONDS 123.83 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST 279.23 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89 DEGREES 51 MINUTES 49 SECONDS WEST 505.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEGREES 30 MINUTES 03 SECONDS 215.05 FEET; THENCE NORTH 24 DEGREES 38 MINUTES 14 SECONDS WEST 601.79 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 65 DEGREES 21 MINUTES 48 SECONDS EAST 575.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08 DEGREES 01 MINUTE 00 SECONDS 90.49 FEET; THENCE NORTH 15 DEGREES 37 MINUTES 14 SECONDS WEST 301.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE SOUTH 74 DEGREES 22 MINUTES 46 SECONDS WEST 240.78 FEET; THENCE NORTH 73 DEGREES 58 MINUTES 55 SECONDS WEST 222.59 FEET; THENCE SOUTH 83 DEGREES 14 MINUTES 13 SECONDS WEST 108.89 FEET; THENCE NORTH 52 DEGREES 20 MINUTES 55 SECONDS WEST 134.63 FEET; THENCE NORTH 09 DEGREES 16 MINUTES 00 SECONDS WEST 67.11 FEET; THENCE NORTH 08 DEGREES 31 MINUTES 19 SECONDS WEST 147.13 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 35 SECONDS WEST 877.81 FEET; THENCE NORTH 31 DEGREES 23 MINUTES 01 SECOND EAST 188.74 FEET; THENCE NORTH 54 DEGREES 38 MINUTES 33 SECONDS EAST 136.71 FEET; THENCE NORTH 58 DEGREES 25 MINUTES 14 SECONDS EAST 197.48 FEET; THENCE NORTH 43 DEGREES 56 MINUTES 05 SECONDS EAST 50.39 FEET; THENCE NORTH 38 DEGREES 18 MINUTES 55 SECONDS EAST 434.39 FEET; THENCE NORTH 57 DEGREES 58 MINUTES 58 SECONDS EAST 486.79 FEET; THENCE SOUTH 42 DEGREES 08 MINUTES 11 SECONDS EAST 60.21 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 47 DEGREES 51 MINUTES 49 SECONDS WEST 285.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41 DEGREES 38 MINUTES 11 SECONDS 192.57 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 00 SECONDS EAST 102.51 FEET TO A CURVE CONCAVE NORTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89 DEGREES 30 MINUTES 00 SECONDS WEST 185.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47 DEGREES 17 MINUTES 08 SECONDS 136.17 FEET; THENCE SOUTH 48 DEGREES 47 MINUTES 05 SECONDS WEST 777.23 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 43 DEGREES 12 MINUTES 52 SECONDS EAST 375.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62 DEGREES 24 MINUTES 22 SECONDS 408.45 FEET THENCE SOUTH 15 DEGREES 37 MINUTES 14 SECONDS EAST 820.92 FEET TO THE POINT OF BEGINNING CONTAINING 26.784 ACRES MORE OR LESS SUBJECT TO ALL PERTINENT RIGHTS-OF-WAY EASEMENTS AND RESTRICTIONS.

PROJECTS plus

GREENWOOD BUSINESS COMPANY

ONE DEPARTMENT - ONE BUILDING
ONE PLACE - ONE ADDRESS
200 North New York - Greenwood, Indiana 46141
(317)-882-2222

EXHIBIT "A"

LEXINGTON GREENE VILLAGE

PART OF THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST (ASSUMED BEARING) ALONG THE SOUTH LINE OF LAST SAID SOUTHWEST QUARTER 1789.89 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST 388.58 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 89 DEGREES 51 MINUTES 49 SECONDS EAST 315.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES 23 SECONDS 123.83 FEET; THENCE NORTH 22 DEGREES 23 MINUTES 13 SECONDS EAST 124.28 FEET TO A CURVE CONCAVE NORTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 67 DEGREES 36 MINUTES 47 SECONDS WEST 385.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES 23 SECONDS 151.34 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST 279.23 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89 DEGREES 51 MINUTES 49 SECONDS WEST 579.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24 DEGREES 30 MINUTES 03 SECONDS 245.88 FEET; THENCE NORTH 24 DEGREES 38 MINUTES 14 SECONDS WEST 801.79 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 85 DEGREES 21 MINUTES 46 SECONDS EAST 506.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 01 MINUTE 00 SECONDS 79.47 FEET; THENCE NORTH 15 DEGREES 37 MINUTES 14 SECONDS WEST 218.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE CONTINUING NORTH 15 DEGREES 37 MINUTES 14 SECONDS WEST 843.58 FEET; THENCE NORTH 74 DEGREES 22 MINUTES 48 SECONDS EAST 85.06 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 15 SECONDS EAST 81.81 FEET; THENCE SOUTH 83 DEGREES 09 MINUTES 38 SECONDS EAST 78.35 FEET; THENCE SOUTH 71 DEGREES 48 MINUTES 57 SECONDS EAST 77.86 FEET; SOUTH 86 DEGREES 23 MINUTES 40 SECONDS EAST 180.00 FEET; THENCE SOUTH 74 DEGREES 14 MINUTES 33 SECONDS EAST 178.45 FEET; THENCE SOUTH 88 DEGREES 01 MINUTES 25 SECONDS EAST 100.84 FEET; THENCE SOUTH 45 DEGREES 38 MINUTES 43 SECONDS EAST 81.11 FEET; THENCE SOUTH 25 DEGREES 19 MINUTES 20 SECONDS EAST 62.38 FEET; THENCE SOUTH 04 DEGREES 28 MINUTES 03 SECONDS EAST 64.31 FEET; THENCE SOUTH 15 DEGREES 51 MINUTES 21 SECONDS WEST 90.19 FEET; THENCE SOUTH 38 DEGREES 51 MINUTES 38 SECONDS WEST 144.01 FEET; THENCE NORTH 73 DEGREES 31 MINUTES 18 SECONDS WEST 185.38 FEET; THENCE SOUTH 22 DEGREES 14 MINUTES 53 SECONDS EAST 185.92 FEET; THENCE SOUTH 38 DEGREES 51 MINUTES 38 SECONDS WEST 186.25 FEET; THENCE SOUTH 74 DEGREES 22 MINUTES 46 SECONDS WEST 220.70 FEET TO THE POINT OF BEGINNING CONTAINING 8.707 ACRES MORE OR LESS SUBJECT TO ALL PERTINENT RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS.

PROJECTS *plus*

GREENWOOD SERVICES COMPANY

**CIVIL ENGINEERING - LAND SURVEYING
LAND ACQUISITION - COMMERCIAL DEVELOPMENT
285 North Elm Street - Evansville, Indiana 47710
(317) 436-1000**

EXHIBIT "A"

SHADOW RIDGE VILLAGE EAST

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 00 DEGREES 10 MINUTES 27 SECONDS EAST (ASSUMED BEARING) ALONG THE WEST LINE OF LAST SAID SOUTHWEST QUARTER 2683.40 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 00 DEGREES 03 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF LAST SAID NORTHWEST QUARTER SECTION 2685.73 FEET TO THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 40 MINUTES 12 SECONDS EAST ALONG THE NORTH LINE OF LAST SAID QUARTER SECTION 1832.03 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 48 SECONDS WEST 50.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE CONTINUING SOUTH 00 DEGREES 21 MINUTES 48 SECONDS WEST 370.00 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 12 SECONDS EAST 210.00 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 48 SECONDS EAST 420.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER SECTION; THENCE SOUTH 89 DEGREES 40 MINUTES 12 SECONDS EAST ALONG LAST SAID NORTH LINE 216.48 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 37 SECONDS EAST 742.89 FEET; THENCE SOUTH 63 DEGREES 24 MINUTES 13 SECONDS WEST 183.12 FEET; THENCE NORTH 88 DEGREES 50 MINUTES 02 SECONDS WEST 108.86 FEET; THENCE SOUTH 47 DEGREES 51 MINUTES 49 SECONDS WEST 185.00 FEET; THENCE NORTH 42 DEGREES 08 MINUTES 11 SECONDS WEST 435.57 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 47 DEGREES 51 MINUTES 49 SECONDS EAST 285.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29 DEGREES 18 MINUTES 01 SECOND 135.50 FEET; THENCE NORTH 12 DEGREES 49 MINUTES 10 SECONDS WEST 182.77 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 77 DEGREES 10 MINUTES 50 SECONDS EAST 265.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 55 MINUTES 58 SECONDS 59.82 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 49 SECONDS EAST 202.10 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89 DEGREES 53 MINUTES 11 SECONDS EAST 20.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 12 MINUTES 50 SECONDS 31.49 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 12 SECONDS EAST 382.23 FEET TO THE POINT OF BEGINNING CONTAINING 11.887 ACRES MORE OR LESS SUBJECT TO ALL PERTINENT RIGHTS--OF--WAY EASEMENTS AND RESTRICTIONS.

PROJECTS plus

GREENWOOD CONCRETE COMPANY

225 S. WASHINGTON ST. - JAMES BROWN
MILWAUKEE, WI 53204
(414) 441-1111

EXHIBIT "A"

SHADOW RIDGE VILLAGE WEST

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 00 DEGREES 10 MINUTES 27 SECONDS EAST (ASSUMED BEARING) ALONG THE WEST LINE OF LAST SAID SOUTHWEST QUARTER 2883.40 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 00 DEGREES 03 MINUTES 33 SECONDS WEST ALONG THE WEST LINE OF LAST SAID NORTHWEST QUARTER SECTION 1884.48 FEET; THENCE SOUTH 88 DEGREES 40 MINUTES 12 SECONDS EAST 425.08 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE CONTINUING SOUTH 88 DEGREES 40 MINUTES 12 SECONDS EAST 51.78 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 33 SECONDS WEST 741.27 FEET; THENCE SOUTH 88 DEGREES 40 MINUTES 12 SECONDS EAST 872.57 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 00 DEGREES 19 MINUTES 48 SECONDS WEST 20.00; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88 DEGREES 47 MINUTES 01 SECOND 31.34 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 49 SECONDS WEST 198.01 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 88 DEGREES 53 MINUTES 11 SECONDS EAST 335.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 58 MINUTES 58 SECONDS 78.62 FEET; THENCE SOUTH 12 DEGREES 49 MINUTES 10 SECONDS EAST 227.45 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 77 DEGREES 10 MINUTES 50 SECONDS EAST 335.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28 DEGREES 19 MINUTES 01 SECOND 171.41 FEET; THENCE SOUTH 42 DEGREES 08 MINUTES 11 SECONDS EAST 40.22 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 12 SECONDS WEST 735.48 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 33 SECONDS EAST 112.36 FEET; THENCE SOUTH 22 DEGREES 51 MINUTES 67 SECONDS WEST 307.36 FEET; THENCE SOUTH 40 DEGREES 08 MINUTES 42 SECONDS WEST 103.33 FEET; THENCE SOUTH 51 DEGREES 50 MINUTES 54 SECONDS WEST 103.04 FEET; THENCE SOUTH 84 DEGREES 49 MINUTES 09 SECONDS WEST 103.04 FEET; THENCE SOUTH 88 DEGREES 17 MINUTES 09 SECONDS WEST 203.36 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 12 SECONDS WEST 198.77 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 33 SECONDS WEST 378.18 FEET; THENCE SOUTH 88 DEGREES 40 MINUTES 12 SECONDS EAST 283.41 FEET; THENCE NORTH 28 DEGREES 53 MINUTES 47 SECONDS EAST 230.83 FEET TO THE POINT OF BEGINNING CONTAINING 20.915 ACRES MORE OF LESS SUBJECT TO ALL PERTINENT RIGHTS-OF-WAY EASEMENTS AND RESTRICTIONS.

PROJECTS plus

CRENSHAW BUILDING COMPANY

**ONE BROADWAY - NEW BRUNSWICK, NJ 08901
TEL: 908-833-1111**

EXHIBIT "A"

STONEY POINTE VILLAGE

PART OF THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 80 DEGREES 55 MINUTES 38 SECONDS EAST (ASSUMED BEARING) ALONG THE SOUTH LINE OF LAST SAID SOUTHWEST QUARTER 2714.41 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE NORTH 80 DEGREES 58 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF LAST SAID SOUTH-EAST QUARTER 973.57 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 47 SECONDS WEST 2678.80 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 80 DEGREES 48 MINUTES 24 SECONDS WEST ALONG LAST SAID SOUTH LINE 577.91 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 50 SECONDS EAST 304.60 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE NORTH 80 DEGREES 35 MINUTES 01 SECOND WEST 230.00 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 50 SECONDS EAST 11.80 FEET; THENCE NORTH 80 DEGREES 38 MINUTES 01 SECOND WEST 150.00 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 50 SECONDS EAST 88.40 FEET; THENCE NORTH 80 DEGREES 18 MINUTES 02 SECONDS WEST 89.87 FEET; THENCE NORTH 01 DEGREE 41 MINUTES 38 SECONDS EAST 100.00 FEET; THENCE NORTH 80 DEGREES 18 MINUTES 02 SECONDS WEST 58.81 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 01 DEGREE 41 MINUTES 58 SECONDS EAST 225.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51 DEGREES 18 MINUTES 17 SECONDS 201.34 FEET; THENCE NORTH 37 DEGREES 01 MINUTE 48 SECONDS WEST 78.44 FEET; THENCE SOUTH 52 DEGREES 58 MINUTES 14 SECONDS WEST 100.00 FEET; THENCE NORTH 37 DEGREES 01 MINUTE 48 SECONDS WEST 202.02 FEET; THENCE NORTH 81 DEGREES 37 MINUTES 00 SECONDS WEST 22.43 FEET; THENCE SOUTH 80 DEGREES 30 MINUTES 00 SECONDS WEST 332.87 FEET; THENCE NORTH 88 DEGREES 34 MINUTES 32 SECONDS WEST 188.51 FEET; THENCE NORTH 50 DEGREES 13 MINUTES 01 SECOND WEST 140.88 FEET; THENCE NORTH 48 DEGREES 47 MINUTES 08 SECONDS EAST 436.97 FEET; TO A CURVE CONCAVE NORTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 43 DEGREES 12 MINUTES 52 SECONDS WEST 235.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47 DEGREES 17 MINUTES 08 SECONDS 183.84 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 00 SECONDS WEST 102.51 FEET; TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 80 DEGREES 30 MINUTES 00 SECONDS WEST 335.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41 DEGREES 38 MINUTES 11 SECONDS 243.44 FEET; THENCE NORTH 42 DEGREES 08 MINUTES 11 SECONDS WEST 38.62 FEET; THENCE NORTH 47 DEGREES 51 MINUTES 48 SECONDS EAST 185.00 FEET; THENCE SOUTH 80 DEGREES 50 MINUTES 02 SECONDS EAST 108.88 FEET; THENCE NORTH 63 DEGREES 24 MINUTES 13 SECONDS EAST 183.12 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 37 SECONDS EAST 845.97 FEET; THENCE SOUTH 67 DEGREES 50 MINUTES 30 SECONDS EAST 848.13 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 50 SECONDS WEST 787.63 FEET TO THE POINT OF BEGINNING CONTAINING 23.386 ACRES MORE OR LESS SUBJECT TO ALL PERTINENT RIGHTS-OF-WAY EASEMENTS AND RESTRICTIONS.

PROJECTS *plus*

SHADOW RIDGE DEVELOPMENT COMPANY

ONE SHADOW RIDGE - LAWRENCE, INDIANA 46950
316 North Main Street - Lawrence, IN 46950
(317) 842-2222

EXHIBIT "A"

LEGAL DESCRIPTION HICKORY STICK CROSSING COMMON AREA NO. 1

PART OF THE SOUTHWEST AND NORTHWEST QUARTERS OF SECTION 22, TOWNSHIP 13
NORTH RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY,
INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 00 DEGREES 10 MINUTES 27 SECONDS EAST (AZIMUTH BEARING) ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 400.00 FEET; THENCE SOUTH 80 DEGREES 55 MINUTES 58 SECONDS EAST 80.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE NORTH 00 DEGREES 10 MINUTES 27 EAST 222.42 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 33 SECONDS WEST 1313.47 FEET; THENCE SOUTH 80 DEGREES 40 MINUTES 12 SECONDS EAST 198.77 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 00 SECONDS EAST 283.36 FEET; THENCE NORTH 84 DEGREES 40 MINUTES 00 SECONDS EAST 163.04 FEET; THENCE NORTH 81 DEGREES 50 MINUTES 54 SECONDS EAST 100.04 FEET; THENCE NORTH 40 DEGREES 08 MINUTES 42 SECONDS EAST 183.33 FEET; THENCE NORTH 22 DEGREES 51 MINUTES 57 SECONDS EAST 307.38 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 33 SECONDS WEST 112.38 FEET; THENCE SOUTH 80 DEGREES 40 MINUTES 12 SECONDS EAST 738.48 FEET; THENCE SOUTH 42 DEGREES 08 MINUTES 11 SECONDS EAST 371.89 FEET; THENCE SOUTH 57 DEGREES 58 MINUTES 58 SECONDS WEST 40.83 FEET; THENCE NORTH 42 DEGREES 08 MINUTES 11 SECONDS WEST 364.83 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 11 SECONDS WEST 898.71 FEET; THENCE SOUTH 32 DEGREES 28 MINUTES 42 SECONDS WEST 467.58 FEET; THENCE SOUTH 40 DEGREES 08 MINUTES 42 SECONDS WEST 108.86 FEET; THENCE SOUTH 51 DEGREES 50 MINUTES 54 SECONDS WEST 111.88 FEET; THENCE SOUTH 64 DEGREES 48 MINUTES 08 SECONDS WEST 108.10 FEET; THENCE SOUTH 86 DEGREES 17 MINUTES 08 SECONDS WEST 212.30 FEET; THENCE SOUTH 08 DEGREES 03 MINUTES 33 SECONDS EAST 1188.23 FEET; THENCE SOUTH 80 DEGREES 10 MINUTES 27 SECONDS WEST 1088.56 FEET; THENCE NORTH 43 DEGREES 08 MINUTES 40 SECONDS EAST 804.88 FEET; THENCE NORTH 12 DEGREES 01 MINUTE 20 SECONDS EAST 834.13 FEET; THENCE NORTH 08 DEGREES 02 MINUTES 32 SECONDS EAST 167.38 FEET; THENCE SOUTH 82 DEGREES 58 MINUTES 58 SECONDS EAST 642.80 FEET; THENCE NORTH 58 DEGREES 58 MINUTES 58 SECONDS EAST 163.88 FEET; THENCE NORTH 34 DEGREES 01 MINUTE 40 SECONDS WEST 110.00 FEET; THENCE NORTH 88 DEGREES 11 MINUTES 16 SECONDS WEST 322.82 FEET; THENCE NORTH 42 DEGREES 18 MINUTES 48 SECONDS WEST 210.82 FEET; THENCE NORTH 83 DEGREES 14 MINUTES 13 SECONDS EAST 184.89 FEET; THENCE SOUTH 73 DEGREES 38 MINUTES 50 SECONDS EAST 222.88 FEET; THENCE NORTH 74 DEGREES 22 MINUTES 08 SECONDS EAST 248.78 FEET; THENCE SOUTH 18 DEGREES 37 MINUTES 14 SECONDS EAST 381.51 FEET TO A CURVE CONCAVE NORTHEASTERLY, THE RADIUS POINT OF SAID CURVE BEARS NORTH 74 DEGREES 22 MINUTES 48 SECONDS EAST 575.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88 DEGREES 01 MINUTE 00 SECONDS 88.48 FEET; THENCE SOUTH 24 DEGREES 38 MINUTES 14 SECONDS EAST 450.03 FEET; THENCE SOUTH 65 DEGREES 21 MINUTES 48 SECONDS WEST 48.08 FEET; THENCE NORTH 24 DEGREES 38 MINUTES 14 SECONDS WEST 480.03 FEET TO A CURVE CONCAVE NORTHEASTERLY, THE RADIUS POINT OF SAID CURVE BEARS NORTH 88 DEGREES 21 MINUTES 48 SECONDS EAST 618.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 15 MINUTES TO SECTION 24.18 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 02 SECONDS WEST 133.79 FEET; THENCE SOUTH 23 DEGREES 13 MINUTES 58 SECONDS EAST 158.80 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 08 SECONDS WEST 175.88 FEET; THENCE NORTH 23 DEGREES 13 MINUTES 58 SECONDS WEST 184.30 FEET; THENCE SOUTH 87 DEGREES 43 MINUTES 18 SECONDS WEST 188.70 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 08 SECONDS WEST 332.72 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 57 SECONDS EAST 247.56 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 97.14 FEET; THENCE SOUTH 30 DEGREES 31 MINUTES 45 SECONDS WEST 482.64 FEET; THENCE SOUTH 48 DEGREES 01 MINUTE 21 SECONDS WEST 182.94 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 22 SECONDS WEST 348.80 FEET; THENCE NORTH 30 DEGREES 02 MINUTES 84 SECONDS WEST 281.88 FEET; THENCE SOUTH 43 DEGREES 08 MINUTES 40 SECONDS WEST 484.71 FEET; THENCE SOUTH 67 DEGREES 57 MINUTES 23 SECONDS EAST 338.54 FEET; THENCE SOUTH 72 DEGREES 54 MINUTES 07 SECONDS EAST 684.54 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES 27 SECONDS WEST 188.57 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 38 SECONDS EAST 888.38 FEET; THENCE NORTH 00 DEGREE 08 MINUTES 11 SECONDS WEST 274.03 FEET TO A CURVE CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF SAID CURVE BEARS NORTH 88 DEGREES 51 MINUTES 48 SECONDS EAST 423.08 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 48 MINUTES 10 SECONDS 117.34 FEET; THENCE SOUTH 67 DEGREES 38 MINUTES 47 SECONDS EAST 48.38 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 78 DEGREES 01 MINUTE 01 SECOND EAST 388.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 07 MINUTES 10 SECONDS 101.88 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 11 SECONDS EAST 304.10 FEET TO A CURVE CONCAVE NORTHEASTERLY, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 88 DEGREES 51 MINUTES 48 SECONDS WEST 88.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES 12 MINUTES 33 SECONDS 31.48 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 38 SECONDS WEST 888.54 FEET; THENCE NORTH 00 DEGREE 10 MINUTES 27 SECONDS EAST 228.88 FEET; THENCE NORTH 72 DEGREES 54 MINUTES 07 SECONDS WEST 848.82 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 38 SECONDS WEST 348.18 FEET TO THE POINT OF BEGINNING CONTAINING 27.704 ACRES MORE OR LESS SUBJECT TO ALL PERTINENT RIGHTS-OF-WAY EASEMENTS AND RESTRICTIONS.

PROJECTS *plus*

COMMERCIAL DEVELOPMENT GROUP

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11111 - 11111

EXHIBIT "A"

LEGAL DESCRIPTION HICKORY STICK CROSSING COMMON AREA NO. 2

PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 80 DEGREES 55 MINUTES 38 SECONDS EAST (ASSUMED BEARING) ALONG THE SOUTH LINE OF LAST SAID SOUTHWEST QUARTER 1788.88 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST 388.58 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 80 DEGREES 51 MINUTES 48 SECONDS EAST 315.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES 23 SECONDS 123.83 FEET; THENCE NORTH 22 DEGREES 23 MINUTES 13 SECONDS EAST 124.38 FEET TO A CURVE CONCAVE NORTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 67 DEGREES 36 MINUTES 47 SECONDS WEST 385.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES 23 SECONDS 181.34 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 11 SECONDS WEST 279.23 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 80 DEGREES 51 MINUTES 48 SECONDS WEST 675.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 45 MINUTES 18 SECONDS 27.85 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE CONTINUING ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 21 DEGREES 44 MINUTES 44 SECONDS 218.23 FEET; THENCE NORTH 24 DEGREES 38 MINUTES 14 SECONDS WEST 801.79 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 85 DEGREES 21 MINUTES 48 SECONDS EAST 508.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08 DEGREES 01 MINUTE 00 SECONDS 78.47 FEET; THENCE NORTH 15 DEGREES 37 MINUTES 14 SECONDS WEST 234.00; THENCE NORTH 74 DEGREES 22 MINUTES 48 SECONDS EAST 48.00; THENCE SOUTH 15 DEGREES 37 MINUTES 14 SECONDS EAST 234.00 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS POINT OF SAID CURVE BEARS NORTH 74 DEGREES 22 MINUTES 48 SECONDS EAST 445.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09 DEGREES 01 MINUTE 00 SECONDS 73.18 FEET; THENCE SOUTH 24 DEGREES 38 MINUTES 14 SECONDS EAST 801.79 FEET TO A CURVE CONCAVE SOUTHWESTERLY THE RADIUS POINT OF SAID CURVE BEARS SOUTH 85 DEGREES 21 MINUTES 48 SECONDS WEST 815.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15 DEGREES 37 MINUTES 18 SECONDS 187.88 FEET; THENCE SOUTH 61 DEGREES 20 MINUTES 20 SECONDS EAST 948.41 FEET; THENCE SOUTH 50 DEGREES 22 MINUTES 18 SECONDS EAST 397.84 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 30 SECONDS EAST 80.00 FEET; THENCE SOUTH 88 DEGREES 58 MINUTES 30 SECONDS WEST 200.00 FEET; THENCE NORTH 14 DEGREES 29 MINUTES 31 SECONDS WEST 32.14 FEET; THENCE NORTH 33 DEGREES 53 MINUTES 18 SECONDS WEST 174.88 FEET; THENCE NORTH 34 DEGREES 31 MINUTES 28 SECONDS WEST 142.91 FEET; THENCE NORTH 81 DEGREES 20 MINUTES 20 SECONDS WEST 830.27 FEET TO THE POINT OF BEGINNING CONTAINING 3.70+ ACRES MORE OR LESS SUBJECT TO ALL PERTINENT RIGHTS-OF-WAY EASEMENTS AND RESTRICTION.

PROJECTS plus

COMMERCIAL CONSTRUCTION COMPANY

225 NORTH ...
INDIANAPOLIS, INDIANA 46204
(317) 422-1111

EXHIBIT "A"

LEGAL DESCRIPTION HICKORY STICK CROSSING COMMON AREA NO. 4

PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, JOHNSON COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 88 DEGREES 55 MINUTES 38 SECONDS EAST (ASSUMED BEARING) ALONG THE SOUTH LINE OF LAST SAID SOUTHWEST QUARTER 2714.41 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; NORTH 88 DEGREES 55 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF LAST SAID SOUTHEAST QUARTER 873.87 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 47 SECONDS WEST 2876.88 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTH 88 DEGREES 48 MINUTES 24 SECONDS WEST ON AND ALONG SAID NORTH LINE 977.81 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 58 SECONDS EAST 304.58 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 01 SECONDS WEST 230.00 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 58 SECONDS WEST 484.53 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE SOUTH 00 DEGREES 24 MINUTES 58 SECONDS WEST 9.34 FEET TO A CURVE CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 88 DEGREES 35 MINUTES 01 SECONDS EAST 350.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32 DEGREES 16 MINUTES 18 SECONDS 187.14 FEET; THENCE SOUTH 31 DEGREES 51 MINUTES 19 SECONDS EAST 175.12 FEET; THENCE SOUTH 48 DEGREES 51 MINUTES 48 SECONDS WEST 158.11 FEET; THENCE NORTH 31 DEGREES 51 MINUTES 19 SECONDS WEST 170.71 FEET; THENCE NORTH 54 DEGREES 15 MINUTES 11 SECONDS WEST 15.24 FEET; THENCE SOUTH 80 DEGREES 57 MINUTES 04 SECONDS WEST 18.24 FEET; THENCE SOUTH 56 DEGREES 33 MINUTES 12 SECONDS WEST 28.81 FEET; THENCE SOUTH 71 DEGREES 31 MINUTES 50 SECONDS WEST 28.95 FEET; THENCE NORTH 82 DEGREES 30 MINUTES 54 SECONDS WEST 28.95 FEET; THENCE 80 DEGREES 32 MINUTES 16 SECONDS WEST 102.34 FEET; THENCE NORTH 51 DEGREES 58 MINUTES 20 SECONDS WEST 41.84 FEET; THENCE NORTH 07 DEGREES 38 MINUTES 30 SECONDS WEST 48.71 FEET; THENCE NORTH 34 DEGREES 27 MINUTES 42 SECONDS EAST 227.40 FEET; THENCE NORTH 49 DEGREES 52 MINUTES 25 SECONDS EAST 27.83 FEET; THENCE NORTH 76 DEGREES 41 MINUTES 51 SECONDS EAST 27.83 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 27 SECONDS EAST 120.40 FEET TO THE POINT OF BEGINNING CONTAINING 2.389 ACRES MORE OR LESS SUBJECT TO ALL PERTINENT RIGHTS-OF-WAY EASEMENTS AND RESTRICTIONS.

PROJECTS plus

COMMERCIAL CONTRACTS GROUP

2000-2001
2002-2003
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SHADOW RIDGE uses Hickory Stick Covenants

44-00

CODE OF BY-LAWS

OF

HICKORY STICK CROSSING HOMEOWNERS ASSOCIATION, INC.

Recorded Johnson County, Indiana
Jean Harmon, Recorder

Date 06/28/2000 Time 14:47:28 1 of 17 Pgs
Inst # 2000-014664 OFF

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[Redacted]

Fee Amt: 41.00

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ARTICLE 1

IDENTIFICATION

Section 1.01. Name. The name of the Corporation is Hickory Stick Crossing Homeowners Association, Inc.

Section 1.02. Principal Office and Resident Agent. The location of the principal office of the Corporation and the designation of its resident agent shall be as specified in the Articles of Incorporation, such location or such designation or both shall be changed in accordance with the requirements of the Act, in which case the notice of the change that is required by the Act (and the more or most recent of such notices, if two or more shall have been filed) shall be conclusive as to the matters covered by such notice.

Section 1.03. Definitions. The definitions and terms as defined and used in the Declaration of Covenants And Restrictions of Hickory Stick Residential Communities shall have the same meaning in these By-Laws and reference is specifically made to Article I thereof containing definitions of terms.

ARTICLE 2

MEMBERSHIP

Section 2.01. Qualification. The qualifications for membership in the Corporation shall be those prescribed in the Articles and in Article IV Section 1 of the Declaration of Covenants And Restrictions of Hickory Stick Residential Communities (hereinafter sometimes referred to as the "Declaration"). A member shall be hereafter referred to as "Member" and sometimes used interchangeably with "Owner".

Section 2.02. Privileges of Members. The Members (and any person who both belongs to the family of a Member and has the same residence as the Member to whose family he belongs) and any person who is a guest of a Member shall have the privilege of using the Common Areas in accordance with the Declaration, the Articles, the By-Laws, and such rules and regulations for the use of the Common Area as may be adopted from time to time by the Board of Directors.

ARTICLE 3

Meetings of Members

Section 3.01. Place of Meetings. All meetings of the Members shall be held at such place in Johnson County, Indiana as may be designated by the Board of Directors and specified in the respective notices or waivers of notice thereof.

Section 3.02. Annual Meetings. An annual meeting of the Members shall be held at 7:30 p.m. on the second Monday in January of each calendar year; provided, however, that the Board of Directors may designate another day and time for the annual meeting.

Section 3.03. Special Meetings. Special meetings of the Members may be called by the President, by a majority of the Board of Directors, or by written petition signed by not less than five percent (5%) of all of the Members.

Upon a request in writing delivered to the President or the Secretary by a Person or Persons entitled to call a special meeting, it shall be the duty of the President or the Secretary to give notice to the Members of such meeting, and, if such request is refused, the Person or Persons making such request may call a meeting giving notice in the manner hereinafter provided.

Business transacted at all special meetings shall be limited to the subjects stated in the call or waiver of notice, and matters germane thereto.

Section 3.04. Notice of Meetings. A written or printed notice stating the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which such meeting is called, shall be delivered or mailed by the Secretary or by the officer or Person calling the meeting to each Member at such address as appears on the records of the Corporation not more than thirty (30) nor less than ten (10) days before the date of any regular meeting and not more than thirty (30) nor less than five (5) days before the date of any special meeting. Notice of any meeting may be waived in writing filed with the Secretary by any Member if the Waiver sets forth in reasonable detail the Purpose or purposes for which the meeting is called and the time and place of the meeting. Attendance at any meeting shall constitute a waiver of notice of that meeting.

Section 3.05. Voting Lists. At least ten (10) days before each regularly scheduled meeting and at least five (5) days before any special meeting of the Association at which the Owners may be called upon to vote, the Secretary shall make a complete list of

Members entitled to vote at the meeting, which list may be inspected by any Member, for any proper purpose, at any reasonable time.

Section 3.06. Quorum. At any meeting of the Members, Members constituting fifty percent (50%) plus one of the votes of the Association present in person or by proxy executed in writing, shall constitute a quorum for the transaction of business, except as otherwise provided by law.

Section 3.07. Voting Rights. The voting rights of the Members shall be as prescribed in the Articles and in Article IV Section 2 of the Declaration. In any election of Directors, each Member shall have the right to multiply the number of votes to which said Member may be entitled by the number of Directors to be elected.

Section 3.08. Method of Voting. A vote attributable to a Lot shall be cast as follows:

(a) **Single Owner or Occupant.** Where an individual is the sole Owner of a Lot or the sole Occupant of a residence the vote attributable to that Lot or residence shall be cast by such individual.

(b) **Multiple Owners or Occupants.** When a Lot is owned by two or more individuals, whether as joint tenants, tenants in common, or tenants by the entireties, or by a partnership, or when a residence is occupied by more than two individuals as joint lessees, there shall be only one voting representative entitled to cast the vote attributable to such Lot or residence. The partners or those individuals owning the Lot or those individuals occupying the residence shall determine among themselves who shall cast such vote. In the event agreement is not reached, the vote attributable to such Lot or residence shall not be cast.

(c) **Voting by Corporation or Trust.** Where a corporation or trust is the owner of a Lot, the trustee may cast the vote attributable to such Lot on behalf of the trust and the agent or other representatives of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled.

Section 3.09. Proxies. A Member may vote in person or by his or her duly authorized and designated attorney-in-fact. Where voting is by proxy, the Member shall designate his or her attorney-in-fact in writing, delivered to an officer of the Corporation prior to the commencement of the meeting.

ARTICLE 4

Board of Directors

Section 4.01. Functions. The business, property and affairs of the Corporation shall be managed and controlled by a Board of Directors as from time to time constituted (herein collectively called the "Board" or "Directors" and individually called "Director").

Section 4.02. Eligibility. No person shall be a Director who is not a Member.

Section 4.03. Number. Except as provided in Article V, Section 2 of the Declaration the number of Directors comprising the Board shall be six (6) which number may from time to time be increased to a number of no more than twelve (12) by resolution adopted by not less than a majority of the Board of Directors. Each residential community within Hickory Stick Crossing shall be represented by at least one Director who shall be a resident of that community. No reduction in the number of Directors shall have the effect of removing a Director from office prior to the expiration of his or her term. In the event the number of Directors is increased as provided herein, the election of the additional Director or Directors shall be by a vote of the Members entitled to elect such additional Director or Directors according to a procedure established by the Board by resolution which is consistent with the requirements of Section 4.06.

Section 4.04. Nomination. Candidates for election to the Board of Directors shall file a signed petition of candidacy with the Elections Committee at least three (3) weeks prior to the annual meeting. The Elections Committee shall provide all Members with a ballot containing the names of all bona fide candidates not less than ten (10) days before the annual meeting.

Section 4.05. Election. Directors shall be elected at the annual meeting provided in Article 3 herein. The Board may, by resolution, establish such election procedures therefor, including certification requirements, as it deems appropriate.

Voting for the Board of Directors shall be by secret written ballot. The ballot shall be prepared by the Elections Committee and shall contain the name of each person nominated for election. Those persons receiving the highest number of votes shall be elected.

Section 4.06. Term. Except, and as provided in Article V, Section 2 of the Declaration, each Director shall serve for a term of one (1) year or until his or her successor is elected and

qualified. Directors shall be limited to four (4) consecutive terms.

Section 4.07. Resignation. Any Director may resign at any time by giving written notice of such resignation to the President or the Secretary of the Board. Such resignation shall be made in writing and shall take effect at the time specified therein, and, if no time is specified, at the time of its acceptance by the President or the Secretary. The acceptance of a resignation shall not be necessary to make it effective.

Section 4.08. Removal. Any Director may be removed with or without cause by vote of a majority of those Members who are eligible to elect the Director at a special meeting of such Members duly called and constituted.

Section 4.09. Vacancies. Any vacancy occurring on the Board of Directors caused by death, resignation or otherwise, the vacancy shall be filled by a Member, who will act as an interim Director, at the next meeting by way of a vote of a majority of the remaining members of the Board. If a majority of the remaining members of the Board cannot agree on a person to fill any such vacancy, a special meeting of the Members shall be called to select a person to fill such vacancy.

Section 4.10. Meetings. The Board of Directors shall meet in each year immediately after the annual meeting of the Members, at the place where such meeting of the Members has been held, for the purpose of organization, election of officers, and consideration of any other business that may properly be brought before the meeting. No notice shall be necessary for the holding of this annual meeting. If such meeting is not held as above provided, the election of officers may be held at any subsequent meeting of the Board specifically called in the manner provided in Section 4.12 below. Special meetings of the Board may be called by the President and shall be called by order thereof upon the written request of not less than one-third (1/3) of the membership of the Board, which request shall set forth the business to be conducted at such meeting.

Section 4.11. Initial Meeting. The first order of business at the initial meeting of the initial Board of Directors shall be the adoption of these By-Laws and the certification thereof by the Secretary for the Board.

Section 4.12. Notice of Meetings. Notice of all meetings of the Board of Directors, except as herein otherwise provided, shall be given by mailing the same at least three (3) days or by telephoning the same at least twelve (12) hours before the meeting to the usual business or residence address of the Director as shown

upon the records of the Corporation. Notice of any meeting of the Board may be waived in writing filed with the Secretary by any Director if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place of the meeting. Attendance at any meeting of the Board shall constitute a waiver of notice of that meeting unless that Director's attendance is made for the purpose of objecting to the calling of the meeting for the reason of improper notice.

Section 4.13. Quorum. A quorum of the Board of Directors at any annual, monthly or special meeting of the Board shall be a majority of the duly qualified members of the Board then occupying office, except for the initial Board of Directors a quorum for which will require 100% attendance.

Section 4.14. Committees.

(a) **Election Committee.** The Board of Directors, by vote of a majority of Directors then serving, shall appoint an Elections Committee no later than two (2) months prior to the date of the annual meeting. The Elections Committee shall consist of a chairman and at least four (4) Members none of whom shall be candidates for office and at least one of which shall be a Director. It shall be the duty of the Elections Committee to provide supervision of the nomination and election of Directors in accordance with the provisions of the Articles and these By-Laws and with procedures adopted by the Board of Directors. Record of same shall be maintained and kept by the chairman of the Elections Committee.

(b) **Other Committees.** The Board of Directors by resolution adopted by a majority of the Board, may designate one or more committees, each of which shall consist of two (2) or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board in the management of the Corporation. Other committees not having and exercising the authority of the Board in the management of the Corporation may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law.

Section 4.15. Powers. All the corporate powers except as otherwise provided herein by law, shall be vested in and shall be exercised by the Board of Directors. Said powers shall include, but not be limited to:

- (a) The power to adopt, publish, and enforce rules and

regulations governing the use of the Lots and Common Areas;

(b) The power to contract, lease or purchase for the benefit of the Members such property, equipment, materials, labor and services as may be necessary in the judgment of the Board;

(c) The power to exercise the powers and perform the duties of the Corporation granted, imposed, authorized or permitted by the Declaration and any Supplementary Declaration, the exercise of which is not reserved or committed to the membership by the Articles or By-Laws;

(d) The power to make and collect Assessments and charges, establish and collect membership dues, and levy and collect fines for the violation of rules and regulations governing the use of the Common Areas;

(e) The power to employ legal counsel, architects, engineers, contractors, accountants, consultants, managers, independent contractors and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the maintenance, repair, replacement, restoration, and operation of the Common Areas and the business and affairs of the Corporation.

Section 4.16. Duties. It shall be the duty of the Board of Directors to:

(a) cause the Common Areas to be maintained in good, clean, attractive and sanitary condition, order and repair;

(b) adopt and publish rules and regulations, including fees, if any, governing the use of the Common Areas and facilities located thereon, and the personal conduct of the Members, members of their families, and their guests;

(c) suspend the right of any Owner to use the Common Areas during any period during which such Owner shall be in default for more than thirty (30) days after notice in the payment of any Assessment. Such rights of the Members may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for violation of any provision of the Declaration or any rules and regulations;

(d) cause to be kept a complete record of all its corporate affairs, including rules and regulations, if any, make such records available for inspection, by any Member or his or her authorized agent, and present an annual report thereof to the Members;

(e) supervise all officers, agents and employees of the Corporation and see that their duties are properly performed;

(f) issue upon demand by any Member a certificate setting forth whether or not any Assessment has been paid and giving evidence thereof for which a reasonable charge may be made;

(g) designate depositories for the Corporation funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such accounts on behalf of the Corporation, and cause such persons to be bonded, as it may deem appropriate;

(h) hold a public hearing on the proposed annual budget and approve the annual budget by a two-thirds (2/3) vote of the Directors;

(i) by a two-thirds (2/3) vote of the Directors, fix annual General and Special Assessments at an amount sufficient to meet the obligations imposed by the Declaration and all Supplementary Declarations;

(j) annually set the date(s) Assessments are due and decide what, if any, interest rate is to be applied to Assessments which remain unpaid thirty (30) days after they become due;

(k) send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of the Assessment or first installment thereof;

(l) cause the lien against any property for which Assessments are not paid within thirty (30) days after due date to be foreclosed or cause an action at law to be brought against the Owner personally obligated to pay same;

(m) procure and maintain adequate insurance to protect the Corporation, its employees and its personal and real properties;

(n) enter into mortgage agreements and obtain capital debt financing subject to the provisions of the Declaration;

(o) appoint such committees as are prescribed in Section 4.14; and

(p) exercise their powers and duties in good faith, with a view to the interests of the Corporation and to this end adopt appropriate guidelines for action on matters where a

potential conflict of interest may exist.

(g) perform those duties of the Corporation imposed, authorized or permitted by the Declaration or any Supplemental Declaration, the exercise of which is not reserved or committed to the membership by the Articles or the By Laws.

Section 4.17. Non-Liability of Directors. The Directors shall not be liable to the Association for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless each of the Directors against any and all liability to any Person arising out of contracts made by the Board on behalf of the Corporation unless any such contract shall have been made in bad faith or is contrary to the provisions of the Articles, the by-Laws, or the Act. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association and as its agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Directors shall be limited to such percentage of the total liability or obligation thereunder as is equal to a fraction, the numerator of which is the number of Lots owned or occupied by him and the denominator of which is the total number of Lots in the subdivision affected thereby. Every contract made by the Board or any management agent on behalf of the Corporation, shall provide that the Board of Directors is acting as agent for the Association and shall have no personal liability thereunder, except in their capacity as Owners and then only to the extent of their fractional interest described above.

Section 4.18. Additional Indemnity of Directors. The Association shall indemnify any Person, his or her heirs, assigns, and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which item shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his or her duties. The Association shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if such Director found was not guilty of gross negligence or misconduct or found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable

for negligence or misconduct in the performance of his or her duties where, acting in good faith, such Director relied on the books and records of the Corporation or statements or advice made by or on behalf of the Corporation, or by any officer or employee thereof, or by any accountant, attorney of other Person employed by the Corporation to render advice or service unless such Director had knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 4.19. Transactions Involving Affiliates. No contract or other transaction between the Corporation and one or more of its Directors, or between the Corporation and any Persons in which one or more of the Directors are directors, officers, partners, or employees or are pecuniarily or otherwise interested, shall be void or voidable because such Director or Directors are present at the meeting of the Board or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose if:

(a) the fact of the affiliation or interest is disclosed or known to the Board of a majority thereof and noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) the fact of the affiliation or interest is disclosed or known to the Owners, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; and

(c) the contract or transaction is commercially reasonable to the Corporation at the time it is authorized, ratified, approved or executed.

Affiliated or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote as if they were not so affiliated or not so interested.

Section 4.20. Insurance. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the structures located in the Common Areas, if any, whether owned or leased by the Corporation, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost or any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering the Common

Areas and all damage or injury caused by the negligence of the Corporation or any of its agents. All such insurance policies shall contain a provision that all Members shall, in appropriate circumstances, be able to recover damages as claimants under such insurance. The insurance may include coverage against vandalism. The requirements for insurance are more particularly set out in Article XIII of the Declaration. Premiums for all such insurance shall be included in the General Assessment. In the event of damage or destruction by fire or other casualty to any structure covered by insurance written in the name of the Corporation, the Board of Directors shall, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Common Areas to its condition before such damage. All such insurance proceeds (if the amount of such proceeds exceeds \$5,000.00) shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal governmental agency with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signatures of at least one-third (1/3) of the members of the Board of Directors, or by their duly authorized agent. In such event, the Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed structure or structures. In the event that the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the condition same was in prior to the damage or destruction, the Board of Directors may level a Special Assessment in the manner specified in Article XIV of the Declaration to make up any deficiency. Excess insurance proceeds, if any, shall become a part of the Corporation's reserve for replacements.

Section 4.21. Compensation. No Director shall receive any compensation for any service he may render to the Corporation unless and as provided in Section 5.01 herein. He may, however, be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE 5

The Officers of the Corporation

Section 5.01. Officers and Agents. The officers of the Corporation shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as the Board of Directors may, by resolution, designate from time to time. Any two or more offices may be held by the same person, except that the duties of the President and the Secretary shall not

be performed by the same person. The Board of Directors may, by resolution, create, appoint and define the duties and fix the compensation of such officers and/or agents as, in its discretion, is deemed necessary, convenient or expedient for carrying out the purposes for which the Corporation is formed; provided, however, that officers and agents shall be compensated only for actual services performed on behalf of the Corporation.

Section 5.02. Election, Term of Office and Qualifications.
The candidates for the office position vacant by virtue of a term which shall then be expiring shall be chosen annually by the Election Committee. Each officer shall hold office until the next annual meeting of the Board of Directors held at the time his or her term shall then be expiring or until his or her successor is chosen and qualified.

Section 5.03. Vacancies. In the event an office of the Corporation becomes vacant by death, resignation, retirement, disqualification or any other cause, the Board of Directors shall elect a person to fill such vacancy, and the person so elected shall hold office and serve until the term of the position held expires or until the election and qualification of his or her successor.

Section 5.04. President. The President, who shall be chosen from among the membership of the Board of Directors, shall preside at all meetings of the Board, if present; shall appoint the chairmen and members of all standing and temporary committees, except the Elections Committee, subject to the review of the Board of Directors; shall be the executive officer of the Corporation; shall have and exercise general charge and supervision of the affairs of the Corporation; and shall do and perform such other duties as these By-Laws provide or as may be assigned to him by the Board of Directors.

Section 5.05. Vice President. Any Vice President may perform all duties incumbent upon the President during the absence or disability of the President and shall perform such other duties as these By-Laws may require or as may be assigned to him by the President or the Board of Directors.

Section 5.06. Secretary. The Secretary shall have the custody and care of the corporate records and the minute book of the Corporation. He shall attend all the meetings of the Board of Directors and Members of the Corporation, and shall keep, or cause to be kept in a book provided for the purpose, a true and complete record of the proceedings of such meetings, and shall perform a like duty for all standing committees of the Board of Directors when required. He shall attend to the giving and serving of all notices of the Corporation, shall file and take care of all papers

and documents belonging to the Corporation, and shall perform such other duties as may be required by these By-Laws or as may be prescribed by the Board of Directors.

Section 5.07. Treasurer. The Treasurer shall keep correct and complete records of account, showing accurately at all times the financial condition of the Corporation. He shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into the possession of the Corporation. He shall immediately deposit all funds of the Corporation coming into his or her hands in a national bank or other depository to be designated by the Board of Directors, and shall keep such bank account in the name of the Corporation. He shall furnish at meetings of the Board of Directors, or whenever requested, a statement of the financial condition of the Corporation and shall perform such other duties as may be required by these By-Laws or as may be prescribed by the Board of Directors.

Section 5.08. Removal. Any officer of the Corporation may be removed from office by the affirmative vote of two-thirds (2/3) of all the Directors at any regular or special meeting of the Board of Directors called for the purpose for nonfeasance, malfeasance, or misfeasance, for conduct detrimental to the interests of the Corporation, for lack of sympathy with its objects, or for refusal to render reasonable assistance in carrying out its purposes. Any officer whose removal is proposed shall be entitled to at least ten (10) days notice in writing by mail of the meeting of the Board of Directors at which such removal is to be voted upon and shall be entitled to appear before and be heard by the Board of Directors at such meeting.

Section 5.09. Resignation. Any officer or member of a committee may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and, if no time be specified, at the time of its receipt by the President or Secretary of the Corporation. The acceptance of a resignation shall not be necessary to make it effect.

ARTICLE 6

Architectural Control Committee

Section 6.01. Composition. Except as provided in Article IX, Section 1 of the Declaration the Architectural Control Committee shall be comprised of not more than five (5) nor less than three (3) Persons elected by the Board of Directors by a vote of a majority of the Directors then serving. No more than one-third (1/3) of the Architectural Control Committee shall simultaneously

serve as a member of the Board of Directors.

Section 6.02. Organization. The Architectural Control Committee shall elect from among its membership a chairman, secretary and such other officers as it deems appropriate.

Section 6.03. Quorum. A quorum for action by the Architectural Control Committee shall be a majority of its members, but in no event less than two (2) members.

Section 6.04. Procedures. The procedures, powers, duties and authority of the Architectural Control Committee are set out in Article IX Sections 2 through 11 of the Declaration.

ARTICLE 7

Corporate Books

Except as otherwise provided by the laws of the State of Indiana, by the Declaration, Articles, or these By-Laws, the books and records of the Corporation may be kept at such place or places, within or without the State of Indiana, as the Board of Directors may from time to time by resolution determine, but all of such books and records shall be open for inspection to any Member at any reasonable time for purposes reasonably related to his or her interest as a Member.

ARTICLE 8

Financial Affairs

Section 8.01. Contracts. Subject to the provisions of Article V Section 8 of the Declaration the Board of Directors may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to a specific instance; and unless authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit or render it liable pecuniarily for any purpose or to any amount.

Section 8.02. Checks, Etc. All checks, drafts, notes, bonds, bills of exchange, and order for the payment of money, shall, unless otherwise directed by the Board of Directors or required by law, be signed by any two of the following officers,

who are different persons: President, a Vice President, Secretary or Treasurer. The Board of Directors, however, may designate officers or employees of the Corporation, other than those named above, who may, in the name of the Corporation, execute drafts, checks and orders for the payment of money on its behalf.

Section 8.03. Investments. The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board of Directors.

Section 8.04. Reserve for Replacements. The Board of Directors shall establish and maintain a reserve fund for replacements by the allocation and payment to such reserve fund of an amount determined annually by the Board to be sufficient to meet the cost of periodic maintenance, repairs, renewal and replacement of the buildings and improvements located on the Common Areas and of equipment and Property, including but not limited to maintenance and repair of buildings, if any, and resurfacing of streets. In determining the amount, the Board shall take into consideration the expected useful life of such improvements, projected increases in the cost of materials and labor, interest to be earned by such fund and the advice of the managing agent or any consultants the Board may employ. Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purposes of effecting the maintenance, repair, renewal or replacement of the buildings and improvements located upon the Common Areas and the equipment. The Board shall annually review the adequacy of the Replacement Reserve Fund.

Section 8.05. General Operating Reserve. The Board of Directors shall establish and maintain a reserve fund for general operating expenses of a non-recurring nature by the allocation and payment to such reserve fund not less frequently than annually of an amount described as follows:

- (i) 3% of the amount of the General Assessment until the reserve fund is equal to 30% of the amount of the General Assessment;
- (ii) thereafter, 2% of the amount of the General Assessment until the reserve fund is equal to 50% of the amount of the General Assessment, when payments to the serve shall terminate.

Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of or fully guaranteed as to principal by the United States of America. The general operating reserve may be expended for operating contingencies of a non-recurring nature or for capital improvement or capital replacement or repair purposes, provided that a method for replenishment of the fund is simultaneously adopted by the Board.

Section 8.06. Fiscal Year. The fiscal year of the Corporation shall be based upon the calendar year, beginning January 1 and ending December 31.

Section 8.07. Assessment Year. The assessment year of the Corporation shall be based upon the calendar year, beginning January 1 and ending December 31.

Section 8.08. Auditing. At the close of each fiscal year, the books and accounts of the Corporation shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. A copy of such report shall be made available to a Member at the request of such Member.

Section 8.09. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at a rate as prescribed in Article XI Section 5 of the Declaration, and the Association may bring an action at law against the Owner personally obligated to pay same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for assessments provided for herein.

ARTICLE 9

Amendments

The power to make, alter, amend or repeal the By-Laws is vested in the Board of Directors, which power shall be exercised by the affirmative vote of a two-thirds (2/3) majority of the Directors present at any meeting of the Board; provided, however,

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**AMENDMENT TO
DECLARATIONS OF COVENANTS AND RESTRICTIONS
OF
HICKORY STICK CROSSING RESIDENTIAL COMMUNITIES**

The Amendment hereby amends that certain Declaration of Covenants and Restrictions of Hickory Stick Crossing Subdivision entered into on February 4, 2000 and filed as Instrument Number 2000002681 on February 7, 2000 in the Office of the Recorder of Johnson County, Indiana, as follows:

1. Article VIII Section 3 ("Costs of Maintenance") is hereby amended by removing therefrom all reference to the Hickory Stick Homeowner's Association. The Hickory Stick Homeowner's Association shall have no obligation or responsibility for the care or maintenance of any lakes or detention ponds on golf course property.
2. Article X Section 20(i)(1) ("Weed Control") is hereby DELETED in its entirety.
3. Article X Section 20(i)(2) ("Lawn Maintenance for Lots Abutting Hickory Stick Golf Course") is hereby DELETED in its entirety.
4. Article V Section 2 ("Initial Board of Directors") is hereby amended by removing reference to Larry J. Walker, who has resigned, and by substituting in his place Ted Brunner.

Except as amended hereby, all terms and provisions of the Declaration of Covenants of Hickory Stick Crossing Residential Communities shall remain in full force and effect.

IN WITNESS WHEREOF, Hickory Stick Development, LLC., by and through its Managing Member, Hickory Completion, LLC., by and through its Managing Member, Ted Brunner, has executed this Amendment pursuant to authority granted by Article XVI Section 2 hereof.

HICKORY STICK DEVELOPMENT, LLC.
by and through its Managing Member,
Hickory Completion, LLC.

By: 
Ted Brunner, Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Ted Brunner, the Manager of Hickory Completion, LLC, the Managing Member of Hickory Stick Development, LLC., who acknowledged the execution of the foregoing Amendment to Declarations of Covenants and Restrictions of Hickory Stick Crossing Residential Communities.

Witness my hand and Notarial Seal, this 2nd day of APRIL, 2004.



Marcia E. Norris
Signature

MARCIA E. NORRIS
Printed
County of Residence MARION

My Commission Expires 12-7-2008

This instrument prepared by Thomas L. Mattix, #9091-49, Attorney-at-Law, 5400 West 86th Street, Indianapolis, Indiana 46268.

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Cross-Reference: 2004-010295
2000-002681



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Inst **2007-026334**

SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF HICKORY STICK CROSSING RESIDENTIAL COMMUNITIES

This Second Amendment to Declaration of Covenants and Restrictions of Hickory Stick Crossing Residential Communities ("Amendment") is entered into this 4 day of October, 2007 by Charles E. Greer ("Receiver"), Receiver over the real property of Hickory Stick Development, LLC:

RECITALS

1. Hickory Stick Development, LLC, an Indiana limited liability company ("Declarant"), is the Declarant pursuant to that certain Declaration of Covenants and Restrictions of Hickory Stick Crossing Residential Communities dated February 4, 2000, and recorded in the office of the Recorder of Johnson County, Indiana, on February 7, 2000 as Instrument No. 2000-002681, as amended by a certain Amendment to Declarations of Covenants and Restrictions of Hickory Stick Crossing Residential Communities recorded with the Recorder of Johnson County, Indiana, on April 4, 2004 as Instrument No. 2004-010295 (the "Declaration").
2. Beginning March 11, 2004 and pursuant to a certain "Appointment of Board of Directors of Hickory Stick Homeowners' Association, Inc.", Ted Brunner, Robert W. Leasure and Joseph Hickman served as the Initial Board of Directors (as defined in the Declaration).
3. Brunner, Leasure and Hickman have resigned as the Initial Board of Directors of the Association.
4. The Receiver, as authorized under a certain Order Approving Sale of Real Estate, Release of Escrow Funds and Final Report and Account to Court and Closing Receivership Estate and Discharging Receiver ("Sale Order") entered on September 25, 2007 under Cause No. 41D01-0703-MF-125, has appointed Scott Estridge, Pete Hils and Tracy Redmond to the Initial Board of Directors under that certain Appointment of Board of Hickory Stick Crossing Homeowners Association, Inc. of even date herewith.
5. The Receiver has authority to execute this Amendment pursuant to Article XVI, Section 2 of the Declaration.

AMENDMENT

NOW THEREFORE, the Receiver amends the Declaration as follows:

Section 1. Effect of this Amendment. This Amendment shall not change, modify, amend or revise the terms, conditions and provisions of the Declaration, the terms and provisions of which are

incorporated herein by reference, except as expressly provided herein.

Section 2. Definitions. Terms defined in this Amendment, which are used herein, shall have the same meaning as set forth the Declaration unless otherwise specified herein.

Section 3. Amendment of the Declaration. The Declaration is amended as follows:

Article V, Section 2 ("Initial Board of Directors") of the Declaration shall be amended by removing reference to Ted Brunner, who has resigned, and by substituting in his place Scott Estridge.

Section 4. Miscellaneous.

(i) Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Indiana.

(ii) Headings. The section headings used in this Amendment are for convenience only and shall not be read or construed as limiting the substance or generality of this Amendment.

(iii) Severability. Any provision of this Amendment that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Amendment or affecting the validity or enforceability of any provisions of this Amendment in any other jurisdiction.

(iv) Successors and Assigns. This Amendment and all its provisions shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to Declaration of Covenants and Restrictions of Hickory Stick Crossing Residential Communities to be executed as of the date and year first written above.

"Declarant"

HICKORY STICK DEVELOPMENT, LLC

By: **CHARLES E. GREER, Receiver**



Charles E. Greer

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Charles E. Greer, as Receiver, known to me to be the person who signed the same, and who acknowledged the execution of the foregoing Second Amendment to Declaration of Covenants and Restrictions of Hickory Stick Crossing Residential Communities for and on behalf of himself in his receivership capacity, and the full act and deed of the Receiver, and who, having been duly sworn, stated that the representations therein contained are true.

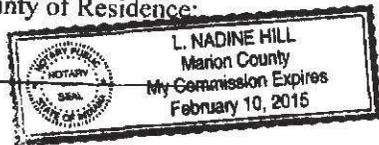
WITNESS MY HAND and Notarial Seal this 4th day of October, 2007.

My Commission Expires:

[Signature]
Notary Public -- Written

My County of Residence:

L Nadine Hill
Notary Public -- Printed



NOTARY: AFFIX SEAL

This instrument prepared by Whitney L. Mosby, Esq., Bingham McHale LLP, 2700 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204, (317) 635-8900. I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Whitney L. Mosby.

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**THIRD AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS OF HICKORY STICK CROSSING RESIDENTIAL COMMUNITIES**

This Third Amendment to Declaration of Covenants and Restrictions of Hickory Stick Crossing Residential Communities ("Amendment") is entered into this 14th day of February, 2008 by Scott Estridge Homes, LLC ("Declarant").

RECITALS

1. This is an amendment to that certain Declaration of Covenants and Restrictions of Hickory Stick Crossing Residential Communities dated February 4, 2000, and recorded in the office of the Recorder of Johnson County, Indiana, on February 7, 2000 as Instrument No. 2000-002681, as amended by a certain Amendment to Declarations of Covenants and Restrictions of Hickory Stick Crossing Residential Communities recorded with the Recorder of Johnson County, Indiana, on April 4, 2004 as Instrument No. 2004-010295 and as further amended by a certain Second Amendment to Declaration of Covenants and Restrictions of Hickory Stick Crossing Residential Communities recorded with the Recorder of Johnson County, Indiana on 10/30/2007 as Instrument No. 2007-026334 (the "Declaration").

2. The Declarant, as assignee of National City Bank, successor by merger with The Provident Bank, and Heartland Community Bank, was the holder of a judgment against Hickory Stick Development, LLC ("Hickory Stick") in the approximate amount of \$5,800,000.00 ("Judgment") by virtue of an Agreed Partial Judgment Entry and Decree of Foreclosure approved by the Johnson County Superior Court on June 27, 2007 ("Agreed Entry") in Cause No. 41D01-0703-MF-125 entitled, *National City Bank v. Hickory Stick Development, LLC, et. al* ("Receiver Action").

3. Pursuant to the express terms of the Agreed Entry, the Declarant had a first and senior lien, claim and interest in all of Hickory Stick's real and personal property, including the Real Estate (as defined in the Declaration).

4. Charles E. Greer was appointed as Receiver over the Real Estate of Hickory Stick in the Receiver Action. On August 31, 2007, the Receiver filed a motion in the Receiver Action to authorize a sale of Hickory Stick's Real Estate and personal property to the Declarant ("Sale Motion") in consideration for a credit bid of a portion of its Judgment.

5. On September 25, 2007, the Court in the Receiver Action authorized the Receiver to sell Hickory Stick's Real Estate and personal property to the Declarant. The Receiver then sold Hickory Stick's Real Estate and personal property to the Declarant on or about October 4, 2007. In addition, the Receiver assigned all rights, title, benefits, privileges and interests of Hickory Stick in and to the Declaration to the Declarant in a certain Assignment of Contract and Contract Rights dated October 4,

2007.

6. The Declarant has authority to execute this Amendment pursuant to Article XVI, Section 2 of the Declaration.

AMENDMENT

NOW THEREFORE, the Declarant amends the Declaration as follows:

Section 1. Effect of this Amendment. This Amendment shall not change, modify, amend or revise the terms, conditions and provisions of the Declaration, the terms and provisions of which are incorporated herein by reference, except as expressly provided herein.

Section 2. Definitions. Terms defined in this Amendment, which are used herein, shall have the same meaning as set forth the Declaration unless otherwise specified herein.

Section 3. Amendment of the Declaration. The Declaration is amended as follows:

- a. Article I, Section 1 (“Definitions”) Sub-Section (j) (“Declarant”) shall be amended to replace Hickory Stick Development, LLC with Scott Estridge Homes, LLC.
- b. Article X, Section 12 (“Fences”) of the Declaration shall be amended to read as follows:

Lots may have invisible, cast aluminum or wrought iron fencing (black in color) only with approval of the Committee. No hedges, walls, dog runs, animal pens or fences of any kind shall be permitted on any Lot except as approved in accordance with Article IX of this Declaration.

Section 4. Miscellaneous.

(i) Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Indiana.

(ii) Headings. The section headings used in this Amendment are for convenience only and shall not be read or construed as limiting the substance or generality of this Amendment.

(iii) Severability. Any provision of this Amendment that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability

without rendering invalid or unenforceable the remaining provisions of this Amendment or affecting the validity or enforceability of any provisions of this Amendment in any other jurisdiction.

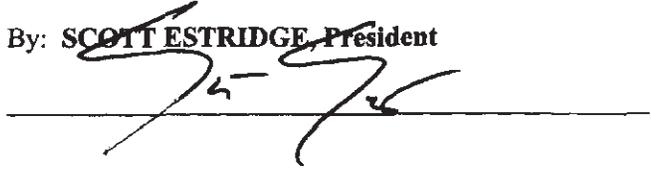
(iv) Successors and Assigns. This Amendment and all its provisions shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

IN WITNESS WHEREOF, the undersigned has caused this Third Amendment to Declaration of Covenants and Restrictions of Hickory Stick Crossing Residential Communities to be executed as of the date and year first written above.

"Declarant"

SCOTT ESTRIDGE HOMES, LLC

By: **SCOTT ESTRIDGE, President**



ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF Johnson)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Scott Estridge, President of Scott Estridge Homes, LLC, known to me to be the person who signed the same, and who acknowledged the execution of the foregoing Third Amendment to Declaration of Covenants and Restrictions of Hickory Stick Crossing Residential Communities for and on behalf of the company, and the full act and deed of the company, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS MY HAND and Notarial Seal this 19 day of February, 2008.

My Commission Expires:

9/3/08

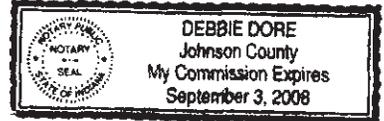
My County of Residence:

Johnson

[Signature]
Notary Public -- Written

Debbie Dore
Notary Public -- Printed

NOTARY: AFFIX SEAL



This instrument prepared by Whitney L. Mosby, Esq., Bingham McHale LLP, 2700 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204, (317) 635-8900. I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Whitney L. Mosby.

1269411

FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF HICKORY STICK CROSSING RESIDENTIAL COMMUNITIES

This Fourth Amendment to Declaration of Covenants and Restrictions of Hickory Stick Crossing Residential Communities ("Amendment") is entered into this 24 day of September, 2015 by M/I Homes of Indiana, L.P., an Indiana limited partnership ("Declarant").

RECITALS

1. This is an amendment to that certain Declaration of Covenants and Restrictions of Hickory Stick Crossing Residential Communities dated February 4, 2000, and recorded in the office of the Recorder of Johnson County, Indiana, on February 7, 2000 as Instrument No. 2000-002681, as amended by a certain Amendment to Declaration of Covenants and Restrictions of Hickory Stick Crossing Residential Communities recorded with the Recorder of Johnson County, Indiana, on April 4, 2004 as Instrument No. 2004-010295, as further amended by a certain Second Amendment to Declaration of Covenants and Restrictions of Hickory Stick Crossing Residential Communities recorded with the Recorder of Johnson County, Indiana, on October 30, 2007 as Instrument No. 2007-026334 and as further amended by a certain Third Amendment to Declaration of Covenants and Restrictions of Hickory Stick Crossing Residential Communities recorded with the Recorder of Johnson County, Indiana, on February 20, 2008 as Instrument No. 2008-003843 (collectively the "Declaration").

2. The Declarant, as assignee of Huntington National Bank, was the holder of a judgement against Scott Estridge Homes, LLC ("Estridge") in the approximate amount of \$2,858,191.08 (the "Judgement") by virtue of Default Judgement and Decree of Foreclosure approved by the Johnson County Superior Court on May 28, 2010 in Cause No. 41D03-0909-MF-422 entitled, *M/I Homes of Indiana L.P. v. JS Landscape, Liebke Roofing and Construction, Inc., Scott Estridge Homes, LLC and James Simon.*

3. Pursuant to the express terms of the Judgement, the Declarant had a first and senior lien, claim and interest in all of Estridge's real and personal property, including the Real Estate (as defined in the Declaration).

4. Declarant purchased Estridge's Real Estate and personal property including Estridge's rights, title, benefits, privileges and interests in and to the Declaration.

5. The Declarant has authority to execute this Amendment pursuant to Article XVI, Section 2 of the Declaration.

AMENDMENT

NOW THEREFORE, the Declarant amends the Declaration as follows:


Doc ID: 007408930003 Type: MIS
Kind: DECLARE COVENANT RESTRICT
Recorded: 11/02/2015 at 02:17:48 PM
Fee Amt: \$21.00 Page 1 of 3
Workflow# 0000114181-0001
Johnson County-Recorded as Presented
Jill L. Jackson County Recorder
File **2015-025576**

**SALES DISCLOSURE NOT REQUIRED
Johnson County Assessor**

Section 1. Effect of this Amendment. This Amendment shall not change, modify, amend or revise the terms, conditions and provisions of the Declaration, the terms and provisions of which are incorporated herein by reference, except as expressly provided herein.

Section 2. Definitions. Terms defined in this Amendment, which are used herein, shall have the same meaning as set forth in the Declaration unless otherwise specified herein.

Section 3. Amendment of the Declaration. The Declaration is amended as follows:

- a. Article 1 ("Definitions") Sub-Section (j) ("Declarant") shall be amended to replace Scott Estridge Homes, LLC with M/I Homes of Indiana, L.P.
- b. Article V, Section 2 ("Initial Board of Directors") is amended by removing reference to Scott Estridge and substituting Cliff White.
- c. Article XI, Section 1 (Architectural Control Committee) is amended to add the following: "Notwithstanding anything to the contrary in this Declaration, until 100% of the Properties have been conveyed to purchasers in the normal course of development and sale, the Declarant shall serve as the Committee for purposes of approval of and control over the initial construction of dwelling units on the Properties. As of the date Declarant resigns as the Class B Member, the Association shall serve as the Committee for all purposes other than approval of and control over the initial construction of dwelling units on the Property, which initial construction will be approved solely by Declarant. This Section may not be amended without Declarant's written consent.

Section 4. Miscellaneous.

(i) Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Indiana.

(ii) Headings. The section headings used in this Amendment are for convenience only and shall not be read or construed as limiting the substance or generality of this Amendment.

(iii) Severability. Any provision of this Amendment that is valid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Amendment or affecting the validity or enforceability of any provisions of this Amendment in any other jurisdiction.

(iv) Successors and Assigns. This Amendment and all its provisions shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

