

South Lake

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The pages that follow contain the text of the original Master Declaration of Covenants, Conditions and Restrictions (CC&Rs) for South Lake Homeowners' Association, plus the text of fourteen (14) amendments recorded by the developer and the association. The table below is provided to help navigate the CC&Rs.

Amendment	Purpose	Begins on PDF Page #:
Orig.	Original recorded CC&Rs by Republic Development	2
1	Adds The Trails, Section 6	18
2	Adds The Trails, Section 3	21
3	Adds The Preserve, Section 4A	24
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5	Adds The Preserve, Section 7A	31
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9	Adds The Preserve, Section 10	44
10	Adds The Preserve, Section 11A	48
11	Adds The Preserve, Section 11B	52
12	Adds The Preserve, Section 12	55
13	Replaces CC&R Sections 1.05, 1.06, 1.10, 1.11, 1.12, 1.13, 1.14, 2.02, 3.03, 3.12, 4.02, 4.05, and adds CC&R Sections 1.31, 1.32, and 1.33. Section 1.32 and 1.33 include rental/leasing restrictions.	58
14	Replaces Section 1.32 and 1.33 with a new Article 8 (including Section 8.1 through 8.12) for rental/leasing restrictions.	66

COPY PROVIDED FOR REFERENCE PURPOSES ONLY

A certified copy of the South Lake Master Declaration of Covenants, Conditions and Restrictions can be obtained from the Johnson County (Indiana) Recorder's Office (86 W. Court St., Franklin, IN 46131; (317) 346-4385), for a fee (currently \$1.00 per copied page, plus \$5.00 for certification – approximately \$78.00 total for 73 page document).

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MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR SOUTH LAKE A RESIDENTIAL DEVELOPMENT IN GREENWOOD, INDIANA



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Sue Anne Misiniec Recorder
Inst **2005-034016**

The undersigned **BAINBRIDGE SOUTH LAKE LLC**, an Indiana limited liability company (hereinafter referred to as "Developer"), as owner and developer of real property described in Exhibit A attached hereto and known as the South Lake Subdivision (the "Subdivision") initially including The Trails at South Lake Section One ("The Trails") comprising Lots 1 to 53 and The Preserve at South Lake Section Two ("The Preserve") comprising Lots 54 to 101, imposes the following plat restrictions and covenants on the Subdivision for the benefit of all present and future Owners (as hereinafter defined) of any Lot in the Subdivision.

DECLARATIONS

All Lots within the Subdivision, shall be subject to the following development standards, restrictions, covenants, conditions and assessments, which are for the benefit of all Owners (as hereinafter defined) and occupants within the Subdivision and which shall run with the property and shall be binding on all Owners and all persons claiming under them for a period of ten (10) 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 the turnover of the Master Association to the Owners a majority of the then Owners in the Subdivision agree to change or terminate said covenants in whole or in part and on the condition that an instrument to that effect signed by the Owners voting in favor of such change has been recorded; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

Article 1. Use Restrictions

1.01 Each Lot within the Subdivision shall be used for single family residential purposes only. "Residence" shall mean a single family detached residence located on a Lot. However, the Developer, its agents or assigns, may use the Lot for construction and sales purposes during any building and sales period. An "Owner" shall mean and refer to the record title Owner of a Lot in the Subdivision, and shall be all Owners, jointly and severally, if there is more than one Owner of record.

1.02 No residence, building, shed, fence, flagpole, mailbox, light pole or fixture, swimming pool, tennis court, pavement, driveway, awning, wall or structure of any kind shall be erected, placed or altered on any Lot without first obtaining the written consent of the Architectural Control Committee subsequently described herein. All requests for approvals from the Architectural Control Committee shall be in writing, shall be dated, shall specifically request approval of the contemplated improvement(s) and shall be accompanied by detailed plans and specifications for the proposed improvements showing, where applicable, the size, location, type, architectural design,

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spacing, quality, use, construction materials, color scheme, grading plan and finished grade elevation for said improvements.

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

	<u>1 Story</u>	<u>2 Story</u>
The Preserve	1,400	1,800
The Trails	1,200	1,600

1.04 All structures or improvements commenced by an Owner within the Subdivision must be completed within nine (9) months from the date of commencement.

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

1.06 No detached storage buildings shall be permitted on any Lot.

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

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

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

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

1.11 No business activities of any kind shall be conducted on any Lot or open space in the Subdivision without the approval of the Master Association; provided, however, that the foregoing

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shall not apply to the business activities of Developer or the construction, sale or maintenance of Lots by authorized builders or by Developer, its agents or assigns, during the construction and sales period.

1.12 No clothesline shall be located on any Lot except one removable, folding, umbrella-like clothesline. Folding umbrella-like clothesline shall be permitted in the rear patio area only. No laundry articles shall be left outdoors overnight or any time on Saturdays or Sundays.

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

1.14 No Lot shall be used as a dumping ground or storage area for rubbish, machinery, scrap, paper, glass or other such materials. Garbage or other waste shall be kept in trash containers. All containers used for the storage or disposal of trash or recyclable materials shall be kept in a clean and sanitary condition and screened from public view. Building materials to be used in the construction of approved structures may be stored on or within a Lot, provided such building materials are incorporated into the approved improvement within ninety (90) days after their delivery to such Lot.

1.15 No sod, dirt or gravel, other than incidental to the construction of an approved structure or the normal maintenance of lawn areas, shall be removed from any Lot without the written approval of the Architectural Control Committee.

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

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

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

1.19 No sign or billboard shall be erected or displayed on any Lot except (a) one (1) sign of no more than five (5) square feet advertising the property for sale; (b) signs used by Developer, its successors and/or assigns, to advertise a Lot or Residence for sale during the construction and sales period; and (c) signs approved by the Architectural Control Committee.

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

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

1.22 No chain link fence will be permitted on any Lot.

1.23 No above ground swimming pools in place for more than forty-eight (48) consecutive hours will be permitted on any Lot.

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

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

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

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

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

1.29 South Lake will be developed into two separate sub areas (hereinafter described as an "Area" or specifically as The Preserve at South Lake ("The Preserve"), and The Trails at South Lake ("The Trails"). Each Area may have supplemental use restrictions, covenants and assessment levels in addition to those provided for in this Declaration. Each Area may establish its own sub declaration ("Area Declaration") or homeowners association ("Area Association") to provide for additional covenants, conditions, restrictions or assessments specific to its Area. In the event of any conflict between Area Declarations and this document, this document shall prevail.

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

Article 2. Additional Drainage Easement Restrictions

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

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

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

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

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

Article 3. Homeowners' Association

3.01 After the recording of this Declaration, Developer shall form and incorporate a Homeowners' Association (the "Master Association") to promote the common interest of all Owners, to handle maintenance of certain areas within the Subdivision as set forth below and to promote compliance with the covenants, conditions and use restrictions set forth in this Declaration. The Master Association shall be comprised of all Owners in the Subdivision. Developer reserves the right to expand the membership and duties of the Master Association to include other areas or sections of the Subdivision to be developed in the future on property that is not presently part of the Subdivision. Said areas or sections shall be considered "Expansion Property", the Owners of which may, at the option of Developer, be required to become members of the Master Association. If the

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Developer elects to develop Expansion Property and elects to include the Owners in any portion of the Expansion Property as members in the Master Association and to expand the Master Association's responsibilities to include similar duties for such portion of the Expansion Property, Developer may do so by filing an amendment to this Declaration to include such Expansion Property within ten (10) years from the date hereof, explicitly setting forth that the Owners within such portion of the Expansion Property shall become members of the Master Association and detailing the additional rights and obligations of the Master Association.

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

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

(b) "Common Expenses" means (i) expenses of and in connection with the maintenance, repair or replacement of the Common Areas and related improvements thereon and the performance of the responsibilities and duties of the Master Association, including, without limitation, expenses for the improvement, operation, maintenance or repair of the improvements, lawn, foliage and landscaping not located on a Lot including reserves for replacement of improvements, furniture, fixtures or equipment, except for lawn maintenance as described herein, (unless located on an easement located on a Lot to the extent the Master Association deems it necessary to maintain such easement) (ii) expenses of and in connection with the maintenance, repair or continuation of the drainage facilities located within and upon the easements, (iii) all judgments, liens and valid claims against the Master Association, (iv) all expenses incurred in the administration of the Master Association and (vi) may include if applicable, expenses associated with trash pick-up within the Subdivision.

3.03 The management and control of the affairs of the Master Association shall be vested in its Board of Directors. The Board of Directors shall be composed of between three (3) and nine (9) members. The initial members of the Board of Directors shall be selected by Developer. The three (3) initial members of the Board of Directors shall serve until (a) that date which is ninety (90) days after 100% of all Lot within the Subdivision and 100% of all Lot within the Expansion Property which have been developed and made a part of the Subdivision as set forth above in Article 3.01 have been sold, or (b) Developer elects to turn over control of the Master Association to the Owners, whichever shall first occur. Upon the incapacity, resignation or death of any initial director, a successor, who shall serve the remaining term of the departed director, shall be appointed by the remaining members of the Board of Directors within three (3) months after the incapacity, resignation or death of the departed director. Subsequent board members shall be elected by a majority of the Owners as more fully set forth in the Articles of Incorporation and By-Laws for the Master Association. After turnover, at least one board member from each Area shall serve on the board on a continuous basis.

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3.04 The Master Association, or its agents or assigns, shall have the right to enter onto any common area, open space, public right-of-way or landscape easement area as shown on the recorded plat of the Subdivision, if any, or other easement area as it from time to time deems necessary for the purpose of maintaining the same. Such maintenance may include, but shall not be limited to:

- (a) regular mowing, trimming and fertilizing of grassy areas;
- (b) periodic mulching of flower beds within the Subdivision;
- (c) regular weeding of flower beds;
- (d) flower planting within the Subdivision;
- (e) maintenance of street lighting, if any, and associated electric service billings;
- (f) repair of any permanent signs;
- (g) repair of any wall, monument or fencing;
- (h) operations, maintenance and repair of any community pools, buildings, playgrounds, pathways or other common area amenities;
- (i) treatment of water in any detention or retention areas to limit algae and grassy growth; and
- (j) trimming, pruning, removal and replacement of trees and bushes, as necessary.

3.05 For the purpose of providing funds to carry out the responsibilities of the Master Association hereunder, the Master Association shall be empowered to levy, assess and collect from each Owner in the Subdivision an amount up to Four Hundred Dollars (\$400.00) per year, irrespective of whether the Subdivision has been completed. Provided, however, that such limit of Four Hundred Dollars (\$400.00) per Lot per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of December, 2005. If the Master Association elects to provide trash pick-up service through the Master Association as provided for in Section 3.02 (b) (vi) hereof, the cost of trash pick-up shall be assessed in addition to the Four Hundred Dollars (\$400.00) described herein. Any fees assessed by the Master Association in excess of Four Hundred Dollars (\$400.00), plus the cost of trash pick-up if applicable per Lot per year, or its adjusted equivalent, must be approved by a majority of the Owners.

In addition to the assessment set forth above, upon the initial conveyance of each Lot to the first Owner other than Developer or builder, the Owner shall pay to the Master Association, in addition to any other amount then owed or due to the Master Association, as a contribution to the working capital of the Master Association and its start-up fund, an amount equal to Two Hundred Dollars (\$200.00), which payment shall be non-refundable and shall not be considered as an advance payment of any Regular or Special Assessment or other charge owed the Master Association with

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respect to such Lot. The working capital and start-up fund shall be held and used by the Master Association for payment of, or reimbursement to, Developer for advances made to pay expenses of the Master Association for its early period of operation to enable the Master Association to have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary by the Board of Directors.

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

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

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

3.08 Any amount assessed or levied hereunder by the Master Association against an Owner shall become a lien on each Lot until paid. Any assessments which are not paid within thirty (30) day of the due date shall be delinquent. As long as an assessment remains delinquent, a late fee of ten dollars (\$10.00) will be charged per month until the assessment is paid in full. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Master Association may file with the Johnson County Recorder a Notice of Lien. The Notice of Lien shall contain a description of the Lot against which the lien exists, the name or names of the Owner or Owners thereof, and the amount of the unpaid portion of the assessment or assessments. The lien provided for herein shall remain valid for a period of five (5) years from the date a Notice of Lien is duly filed, unless sooner released or satisfied in the same manner provided for by Indiana law for the release and satisfaction of mortgages on real property or until discharged by the final judgment or order of the Court in an action brought to discharge the lien. The lien shall secure not only the amount of the unpaid assessments and late fees, but also the costs incurred in collection, including, but not limited to interest, attorney's fees and court costs. The lien of the assessment provided for herein shall be subject and subordinate to the lien of any duly executed mortgage on any Lot recorded prior to the recording of the Notice of Lien. The holder of any such mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage,

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foreclosure of the mortgage, or deed or assignment in lieu of foreclosure shall take the property free of claims for unpaid installments of assessments or charges against the Lot which become due and payable prior to the time such holder or purchaser takes title to the Lot.

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

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

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

3.12 At the option of the Master Association, trash and refuse disposal for each Lot will be provided by the Master Association on a weekly basis. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and Residence construction. No Lot shall be used or maintained as a dumping ground for trash.

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Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view.

No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse.

Article 4. Architectural Control Committee

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

4.01 The Committee shall be composed of three (3) members. The Developer shall appoint each of the three (3) initial members of the Committee.

4.02 The three (3) initial members of the Committee shall serve until such time as the Developer turns over control of the Master Association to the Owners, as set forth in Article 3.03 hereof. Any subsequent members shall be appointed by the Master Association and shall serve for terms of three (3) years, except that the first appointed members of the Committee shall serve for staggered terms of one (1), two (2) and three (3) years as directed by the Board of Directors of the Master Association. One member of the Committee shall be from each Area. All members of said Committee shall serve until the expiration of their terms or until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Committee, a successor, who shall serve the remaining term of the departed Committee member, shall be appointed by the Board of Directors of the Master Association within three (3) months after the incapacity, death or resignation of the departed member. After turnover of the Master Association to the Owners by Developer, the Committee shall comprise one lot Owner from each Area at all times.

4.03 The Use Restrictions require the submission of detailed plans and specifications to the Committee prior to the erection of, placement on, or alteration of any structure or improvement on any Lot. The intent is to achieve an architecturally harmonious, artistic and desirable residential subdivision. Therefore, while considering the approval or disapproval of any plans and specifications submitted, the Committee is directed to consider the appropriateness of the improvement contemplated in relation to the improvements on contiguous or adjacent lots, the artistic and architectural merits of the proposed improvement, the adaptability of the proposed improvement to the Lot on which it is proposed to be made, and such other matters as may be deemed by the Committee members to be in the interest and benefit of the Owners in the Subdivision as a whole.

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

4.05 The Committee's decisions shall be in writing and shall be binding upon all parties in interest. The Committee shall approve, disapprove or request additional information with respect to any submitted request for approval within thirty (30) days after said request shall have been properly submitted to the Committee for approval. A properly submitted request shall be in writing and shall

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comply with the provisions of Article 1.02 hereto. The failure of the Committee to approve, disapprove or request additional information within said time period shall be deemed an approval of any properly submitted request.

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

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

Article 5. Other Conditions

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

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

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

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

5.05 So long as Developer maintains control of the Master Association as set forth in Article 3 hereof, Developer reserves the right to amend this Declaration (a) to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution (including, but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar entity) (b) to the extent necessary to enable the Developer to correct any typographical error, (c) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein or to subject additional property to these restrictions, (d) to change the substance of one or more covenants, conditions, restrictions, terms or provisions hereof or (e) to meet any other reasonable need or requirement in order to complete the Subdivision, but (i) does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner's consent or (ii) is necessary to comply with a governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction; all without the approval of the Owners, and each Owner, by the acceptance of a deed to a Lot within the Subdivision, consents to this reserved right.

5.06. Once Developer has turned over control of the Master Association as set forth in Article 3 hereof, this Declaration may be amended by a majority vote of the Owners in the

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Subdivision so long as such amendment does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner's consent.

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

Article 6. Property Rights

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

- (i) the right of the Master Association to charge reasonable admission and other fees for the use of the recreational facilities, if any, situated upon the Common Areas;
- (ii) the right of the Master Association to fine any Owner or make a special assessment against any Lot in the event a person permitted to use the Common Areas by the Owner violates any rules or regulations of the Master Association as long as such rules and regulations are applied on a reasonable and nondiscriminatory basis;
- (iii) the right of the Master Association to make reasonable regular assessments for use and maintenance of the Common Areas and any services provided by the Master Association such as trash collection (at the Master Association's option), snow removal, grass mowing or like service;
- (iv) the right of the Master Association to dedicate or transfer all or any part of the Common Areas or to grant easements to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer;
- (v) the right of the Master Association to enforce collection of any fines or regular or special assessments through the imposition of a lien;
- (vi) the rights of Developer as provided in this Declaration and in any plat of any part of the Subdivision;
- (vii) the terms and provisions of this Declaration;
- (viii) the easements reserved elsewhere in this Declaration and in any plat of any part of the Subdivision; and
- (ix) the right of the Master Association to limit the use of Common Areas in a reasonable nondiscriminatory manner for the common good.

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

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

Article 7. Maintenance

7.01 Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Master Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner, including any builder during the building process, to keep the grass on the Lot properly cut and keep the Lot, including any drainage utility and sewer easements located on the Lot, free of weeds, trash or construction debris and otherwise neat and attractive in appearance, including, without limitation, the property maintenance of the exterior of any structures on such Lot. If an Owner fails to do so in a manner satisfactory to the Master Association, the Master Association, after approval by a majority vote of the Board of Directors, shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and to clean, repair, maintain or restore the Lot, as the case may be, and the exterior of the improvements erected thereon to a condition acceptable to the Master Association. The cost of any such work shall be and constitute a Special Assessment against such Lot and the Owner thereof, whether or not a builder, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessment in general. Neither the Master Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

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

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Lot, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

IN WITNESS WHEREOF, said Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this 25th day of April, 2005.

BAINBRIDGE SOUTH LAKE LLC,
By: Republic Development LLC,
an Ohio limited liability company, managing member

By: *Lawrence M. Moon*
Lawrence M. Moon, Executive Vice President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 6th day of December, 2005, by Lawrence M. Moon, Executive Vice President of Republic Development LLC, an Ohio limited liability company, managing member of Bainbridge South Lake LLC.

Dawn M. Sundstrom
Notary Public



DAWN M. SUNDSTROM
Notary Public, State of Ohio
My Commission Expires 04-18-09

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

The Trails at South Lake
Section 1

EXHIBIT A
Page 1 of 2

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SURVEYOR'S CERTIFICATE
LAND DESCRIPTION

Part of the Southwest Quarter and Southeast Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Johnson County, Indiana, being more particularly described as follows:

COMMENCING at the Southeast Corner of the said Southwest Quarter Section; thence North 02 degrees 00 minutes 54 seconds East (Assumed Bearing) along the East Line of the said Southwest Quarter Section a distance of 674.64 feet to the BEGINNING POINT; thence North 87 degrees 59 minutes 06 seconds West a distance of 151.61 feet; thence South 04 degrees 46 minutes 26 seconds West a distance of 17.79 feet; thence North 84 degrees 45 minutes 35 seconds West a distance of 60.00 feet; thence South 04 degrees 46 minutes 26 seconds West a distance of 5.86 feet; thence North 84 degrees 45 minutes 35 seconds West a distance of 74.80 feet; thence South 70 degrees 20 minutes 11 seconds West a distance of 65.16 feet; thence North 89 degrees 47 minutes 13 seconds West a distance of 264.78 feet; thence North 12 degrees 54 minutes 36 seconds East a distance of 39.87 feet; thence North 69 degrees 36 minutes 28 seconds West a distance of 113.21 feet; thence North 64 degrees 40 minutes 27 seconds West a distance of 60.00 feet to a curve having a radius of 430.00 feet, the radius point of which bears South 64 degrees 40 minutes 27 seconds East; thence Northeasterly along said curve on arc distance of 34.29 feet to a point which bears North 60 degrees 06 minutes 20 seconds West from said radius point; thence North 60 degrees 06 minutes 20 seconds West a distance of 100.57 feet; thence North 30 degrees 51 minutes 55 seconds East a distance of 139.88 feet; thence North 33 degrees 47 minutes 26 seconds East a distance of 20.02 feet; thence North 28 degrees 17 minutes 29 seconds East a distance of 184.13 feet; thence North 48 degrees 25 minutes 43 seconds East a distance of 112.11 feet; thence North 24 degrees 51 minutes 14 seconds West a distance of 91.49 feet; thence North 23 degrees 12 minutes 49 seconds West a distance of 60.00 feet; thence South 66 degrees 47 minutes 11 seconds West a distance of 0.59 feet; thence North 23 degrees 12 minutes 49 seconds West a distance of 84.19 feet; thence North 44 degrees 52 minutes 01 seconds West a distance of 54.68 feet; thence North 21 degrees 05 minutes 58 seconds West a distance of 194.09 feet; thence North 29 degrees 24 minutes 44 seconds West a distance of 120.00 feet; thence North 59 degrees 58 minutes 53 seconds East a distance of 111.34 feet to a curve having a radius of 330.00 feet, the radius point of which bears North 65 degrees 09 minutes 02 seconds East; thence Northerly along said curve on arc distance of 29.62 feet to the point of reverse curvature of a curve having a radius of 14.00 feet, the radius point of which bears South 70 degrees 17 minutes 33 seconds West; thence Northwesterly along said curve on arc distance of 16.94 feet to a point which bears North 00 degrees 57 minutes 10 seconds East from said radius point; thence North 89 degrees 02 minutes 50 seconds West a distance of 20.50 feet; thence North 00 degrees 57 minutes 10 seconds East a distance of 60.00 feet to a curve having a radius of 14.00 feet, the radius point of which bears North 00 degrees 57 minutes 10 seconds East; thence Northeasterly along said curve on arc distance of 23.35 feet to the point of reverse curvature of a curve having a radius of 330.00 feet, the radius point of which bears North 65 degrees 23 minutes 08 seconds East from said radius point; thence Northerly along said curve on arc distance of 134.21 feet to a point which bears North 71 degrees 18 minutes 43 seconds West from said radius point; thence North 18 degrees 41 minutes 17 seconds East a distance of 32.71 feet; thence South 71 degrees 18 minutes 43 seconds East a distance of 60.00 feet; thence South 31 degrees 33 minutes 52 seconds East a distance of 168.79 feet; thence South 47 degrees 55 minutes 53 seconds East a distance of 304.36 feet; thence South 87 degrees 47 minutes 53 seconds East a distance of 416.76 feet; thence South 28 degrees 01 minutes 24 seconds East a distance of 188.70 feet; thence South 50 degrees 25 minutes 19 seconds West a distance of 108.04 feet; thence South 09 degrees 35 minutes 33 seconds West a distance of 101.32 feet to the Northeast Corner of the Southeast Quarter of the said Southwest Quarter Section; thence South 02 degrees 00 minutes 54 seconds West along the East Line of the said Southwest Quarter Section a distance of 683.75 feet to the BEGINNING POINT, containing 19.655 acres, more or less.

This subdivision consists of 53 Lots, numbered 1 through 53 and Common Areas together with streets and easements as shown hereon.

The Preserve at South Lake
Section 2

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EXHIBIT A
Page 2 of 2

SURVEYOR'S CERTIFICATE
LAND DESCRIPTION

Part of the Southwest Quarter and Southeast Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Johnson County, Indiana, being more particularly described as follows:

BEGINNING of the Northeast Corner of the said Southwest Quarter Section; thence South 89 degrees 55 minutes 59 seconds West (Assumed Bearing) along the North Line of the said Southwest Quarter Section a distance of 629.97 feet to the Northeast Corner of a tract of land recorded as Instrument Number 98-22550 in the office of the recorder of Johnson County, Indiana (the next two (2) described courses being along the East and South Lines of said tract of land); thence South 01 degrees 05 minutes 29 seconds West a distance of 255.19 feet; thence North 89 degrees 07 minutes 31 seconds West a distance of 292.68 feet; thence South 02 degrees 05 minutes 10 seconds West a distance of 304.54 feet; thence South 89 degrees 55 minutes 59 seconds West, parallel with the North Line of said Southwest Quarter Section, a distance of 350.57 feet to a curve having a radius of 14.00 feet, the radius point of which bears North 00 degrees 04 minutes 01 seconds West; thence Northwesterly along said curve an arc distance of 22.49 feet to a point which bears North 88 degrees 01 minutes 25 seconds West from said radius point; thence North 01 degrees 58 minutes 35 seconds East a distance of 465.46 feet; thence North 45 degrees 57 minutes 17 seconds East a distance of 35.98 feet; thence North 89 degrees 55 minutes 59 seconds East, parallel with the North Line of the said Southwest Quarter Section, a distance of 341.07 feet to the West Line of said tract of land recorded as Instrument Number 98-22550; thence North 02 degrees 05 minutes 29 seconds East along the said West Line a distance of 50.04 feet to the North Line of the said Southwest Quarter Section; thence South 89 degrees 55 minutes 59 seconds West along the said North Line a distance of 473.00 feet; thence South 00 degrees 04 minutes 01 seconds East a distance of 50.00 feet; thence South 44 degrees 02 minutes 43 seconds East a distance of 34.72 feet; thence South 01 degrees 58 minutes 35 seconds West a distance of 479.97 feet; thence South 01 degrees 29 minutes 11 seconds East a distance of 82.78 feet; thence South 88 degrees 01 minutes 25 seconds East a distance of 70.00 feet; thence North 01 degrees 58 minutes 35 seconds East a distance of 11.76 feet to a curve having a radius of 14.00 feet, the radius point of which bears South 88 degrees 01 minutes 25 seconds East; thence Northeasterly along said curve an arc distance of 21.49 feet to a point which bears North 00 degrees 04 minutes 01 seconds West from said radius point; thence North 89 degrees 55 minutes 59 seconds East, parallel with the said North Line, a distance of 363.59 feet to a curve having a radius of 920.00 feet, the radius point of which bears South 00 degrees 04 minutes 01 seconds East; thence Southeasterly along said curve an arc distance of 98.16 feet to the point of compound curvature of a curve having a radius of 14.00 feet, the radius point of which bears South 06 degrees 02 minutes 46 seconds West; thence Southeasterly along said curve an arc distance of 25.08 feet to a point which bears South 71 degrees 18 minutes 43 seconds East from said radius point; thence South 71 degrees 18 minutes 43 seconds East a distance of 60.00 feet; thence South 31 degrees 33 minutes 52 seconds East a distance of 168.79 feet; thence South 47 degrees 55 minutes 53 seconds East a distance of 304.36 feet; thence South 87 degrees 47 minutes 53 seconds East a distance of 416.76 feet; thence South 28 degrees 01 minutes 24 seconds East a distance of 188.70 feet; thence North 50 degrees 25 minutes 19 seconds East a distance of 74.89 feet; thence North 27 degrees 19 minutes 11 seconds West a distance of 62.77 feet; thence North 06 degrees 51 minutes 32 seconds East a distance of 82.18 feet; thence North 24 degrees 35 minutes 37 seconds East a distance of 80.42 feet; thence North 53 degrees 59 minutes 01 seconds East a distance of 42.99 feet; thence South 89 degrees 40 minutes 40 seconds East a distance of 116.01 feet; thence North 42 degrees 18 minutes 34 seconds East a distance of 49.86 feet; thence North 02 degrees 31 minutes 55 seconds East a distance of 80.89 feet to a curve having a radius of 345.00 feet, the radius point of which bears South 11 degrees 58 minutes 48 seconds West; thence Easterly along said curve an arc distance of 21.50 feet to a point which bears North 15 degrees 33 minutes 02 seconds East from said radius point; thence North 15 degrees 33 minutes 02 seconds East a distance of 161.21 feet; thence North 34 degrees 20 minutes 48 seconds West a distance of 147.16 feet to a curve having a radius of 170.00 feet, the radius point of which bears South 37 degrees 46 minutes 30 seconds East; thence Northeasterly along said curve an arc distance of 9.61 feet to a point which bears North 34 degrees 32 minutes 10 seconds West from said radius point; thence North 34 degrees 32 minutes 10 seconds West a distance of 60.00 feet to a curve having a radius of 14.00 feet, the radius point of which bears North 34 degrees 32 minutes 10 seconds West; thence Westerly along said curve an arc distance of 16.00 feet to the point of reverse curvature of a curve having a radius of 230.00 feet, the radius point of which bears South 30 degrees 56 minutes 52 seconds West; thence Northwesterly along said curve an arc distance of 25.60 feet to a point which bears North 24 degrees 34 minutes 12 seconds East from said radius point; thence North 00 degrees 24 minutes 39 seconds East a distance of 190.11 feet to the South Line of a tract of land recorded as Instrument Number 91-17810 in the office of the Recorder of Johnson County, Indiana (the next two (2) described courses being along the South and West Lines of said tract of land); thence North 90 degrees 00 minutes 00 seconds West, parallel with the North Line of the Southeast Quarter of said Section 10, a distance of 240.05 feet to the West Line of said Southeast Quarter Section; thence North 02 degrees 00 minutes 54 seconds East along the said West Line a distance of 260.14 feet to the BEGINNING POINT, containing 24.493 acres, more or less.

This subdivision consists of 48 Lots, numbered 54 through 101 and Common Areas together with streets and easements as shown hereon.

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**FIRST AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
SOUTH LAKE**

**TO PROVIDE FOR THE ADDITION OF
SOUTH LAKE TRAILS, SECTION 6**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

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

WHEREAS, Developer is developing Trails, Section 6, a subdivision in the City of Greenwood, Johnson County, Indiana consisting of lots 266 and 267 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

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

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

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

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



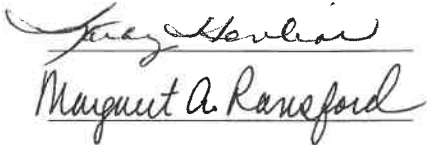
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Fee Amt: \$18.00 Page 1 of 3
Workflow# 0000018991-0001
Johnson County-Recorded as Presented
Sue Anne Misiniec Recorder
File **2010-015862**

IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this **9th day of August, 2010**.

Signed and acknowledged
in the presence of:

BAINBRIDGE SOUTH LAKE LLC, an Indiana
limited liability company

By: REPUBLIC DEVELOPMENT LLC,
Managing Member


Margaret A. Ransford

By: 
Lawrence M. Moon
Executive Vice President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 9th day of August, 2010, by Lawrence M. Moon, Executive Vice President of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.



MARGARET A. RANSFORD
Notary Public, State of Ohio
Residing in Lucas County
My Commission Expires 9-12-2012



Margaret A. Ransford
Notary Public - State of Ohio
My Commission Expires: 09/12/2012

Exhibit A

Part of the Southwest Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Johnson County, Indiana, being more particularly described as follows:

BEGINNING at the northwest corner of Block "H" in the Meadows at Bainbridge Section 5, Phase 1, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument No. 2006-009074 in the office of the recorder of Johnson County, Indiana, South 52 degrees 43 minutes 37 seconds East along the northeast line of said Block "H" a distance of 124.24 feet to a point along the north line in the Trails at South Lake Section 1, a subdivision in Johnson county, Indiana, the plat of which is recorded as Instrument No. 0000000000 in the office of the recorder of Johnson County, Indiana (the next two (2) described courses being along said north line); (1) North 48 degrees 25 minutes 43 seconds East a distance of 100.78 feet; (2) North 24 degrees 51 minutes 14 seconds West a distance of 91.49 to a point being the south Right-of-Way line of Winter Hawk Road in said Meadows at Bainbridge Section 5, Phase 1 (the next two (2) described courses being along said south Right-of-Way line); (1) South 66 degrees 47 minutes 11 seconds West a distance of 84.25 feet to a curve to the left having a radius of 170.00 feet, the radius point of which bears South 23 degrees 12 minutes 49 seconds East; Southwesterly along said curve an arc distance of 72.13 feet to a point which bears North 47 degrees 31 minutes 27 seconds West from said radius point to the BEGINNING POINT, containing 14,032 square feet or 0.322 acres, more or less.

This subdivision consists of 2 Lots, numbered 266 and 267 together easements as shown hereon.



Doc ID: 005959380003 Type: MIS
 Kind: MISCELLANEOUS
 Recorded: 03/30/2011 at 11:45:31 AM
 Fee Amt: \$16.00 Page 1 of 3
 Workflow# 0000029822-0003

Johnson County-Recorded as Presented
 Jill L. Jackson County Recorder

File **2011-006276**

**SECOND AMENDMENT TO
 MASTER DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR
 SOUTH LAKE**

**TO PROVIDE FOR THE ADDITION OF
 SOUTH LAKE TRAILS, SECTION 3**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

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

WHEREAS, Developer is developing Trails, Section 3, a subdivision in the City of Greenwood, Johnson County, Indiana consisting of lots 209 through 225 and 238 through 265 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

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

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

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

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


IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this 8th day of March, 2011.

Signed and acknowledged
in the presence of:

BAINBRIDGE SOUTH LAKE LLC, an
Indiana limited liability company

By: **REPUBLIC DEVELOPMENT LLC**,
Managing Member

Margaret A. Ransford
Colleen E. Cappelletty

By: 
Lawrence M. Moon
Executive Vice President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 8th day of March, 2011, by Lawrence M. Moon, Executive Vice President of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.



MARGARET A. RANSFORD
Notary Public, State of Ohio
Residing in Lucas County
My Commission Expires 9-12-2012

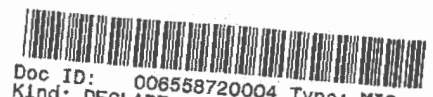
Margaret A. Ransford
Margaret A. Ransford
Notary Public - State of Ohio
My Commission Expires: 09/12/2012

Exhibit A

Part of the Southwest Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Johnson County, Indiana, being more particularly described as follows:

COMMENCING at the Southeast Corner of the said Southwest Quarter Section; thence North 89 degrees 58 minutes 14 seconds West (Assumed Bearing) along the South Line of the said Southwest Quarter Section a distance of 635.79 feet to the BEGINNING POINT; thence North 00 degrees 00 minutes 37 seconds East a distance of 209.64 feet; thence North 89 degrees 59 minutes 23 seconds West a distance of 10.23 feet; thence North 00 degrees 00 minutes 37 seconds East a distance of 120.00 feet; thence South 89 degrees 59 minutes 23 seconds East a distance of 62.00 feet; thence South 81 degrees 34 minutes 01 seconds East a distance of 123.33 feet; thence South 89 degrees 59 minutes 23 seconds East a distance of 60.00 feet; thence North 74 degrees 14 minutes 40 seconds East a distance of 89.14 feet; thence North 12 degrees 30 minutes 25 seconds East a distance of 137.13 feet; thence North 07 degrees 33 minutes 53 seconds West a distance of 62.00 feet; thence North 14 degrees 58 minutes 10 seconds West a distance of 119.00 feet to the South Line of The Trails at South Lake Section 1, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument No. 2005-34017 in Plat Book D, Page 613, in the Office of the Recorder of Johnson County, Indiana (the next six (6) described courses being along said South Line); (1) North 89 degrees 47 minutes 13 seconds West a distance of 264.78 feet; (2) North 12 degrees 54 minutes 36 seconds East a distance of 39.87 feet; (3) North 69 degrees 36 minutes 28 seconds West a distance of 113.21 feet; (4) North 64 degrees 40 minutes 27 seconds West a distance of 60.00 feet to a curve having a radius of 430.00 feet, the radius point of which bears South 64 degrees 40 minutes 27 seconds East; (5) Northeasterly along said curve an arc distance of 34.29 feet to a point which bears North 60 degrees 06 minutes 20 seconds West from said radius point; (6) North 60 degrees 06 minutes 20 seconds West a distance of 100.57 feet; thence South 30 degrees 51 minutes 55 seconds West a distance of 194.01 feet; thence South 34 degrees 18 minutes 57 seconds West a distance of 36.33 feet; thence South 74 degrees 43 minutes 00 seconds West a distance of 57.08 feet; thence South 04 degrees 48 minutes 27 seconds West a distance of 110.61 feet; thence North 89 degrees 59 minutes 23 seconds West a distance of 308.34 feet to the West Line of the Southeast Quarter of said Southwest Quarter Section; thence South 01 degrees 59 minutes 23 seconds West along the said West Line a distance of 509.72 feet to the Southwest Corner of the Southeast Quarter of said Southwest Quarter Section; thence South 89 degrees 58 minutes 14 seconds East along the South Line of said Southwest Quarter Section a distance of 667.47 feet to the BEGINNING POINT, containing 12.254 acres, more or less.

This subdivision consists of 45 Lots, numbered 209 through 225, 238 through 265, together with streets and easements as shown hereon.



Doc ID: 006558720004 Type: MIS
Kind: DECLARE COVENANT RESTRICT
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Fee Amt: \$20.00 Page 1 of 4
Workflow# 0000059991-0001
Johnson County-Recorded as Presented
Jill L. Jackson County Recorder

File 2013-000095

**THIRD AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SOUTH LAKE**

**TO PROVIDE FOR THE ADDITION OF
THE PRESERVE AT SOUTH LAKE, SECTION 4A**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

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

WHEREAS, Developer is developing The Preserve, Section 4A, a subdivision in the City of Greenwood, Johnson County, Indiana consisting of lots 102 through 104, 167 through 169, 171 through 183, 190 and 191 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

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

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

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

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

IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this 20th day of December, 2012.

Signed and acknowledged
in the presence of:

BAINBRIDGE SOUTH LAKE LLC, an
Indiana limited liability company

By: **REPUBLIC DEVELOPMENT LLC**,
Managing Member

Colleen Cappellotto
Meg Ransford

By: 
Lawrence M. Moon
Executive Vice President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 20th day of December, 2012, by Lawrence M. Moon, Executive Vice President of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.


Meg Ransford
Notary Public - State of Ohio
Residing in Lucas County
My Commission Expires: 09-12-2017



MEG RANSFORD
Notary Public, State of Ohio
Residing in Lucas County
My Commission Expires 9-12-2017

EXHIBIT A
(page 1 of 2)

The Preserve at South Lake Section 4A
LAND DESCRIPTION

Part of the Southeast Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Johnson County, Pleasant Township, Indiana, being more particularly described as follows:

COMMENCING at the Northwest Corner of the said Southeast Quarter Section (said corner also being a Northeasterly Corner of The Preserve at South Lake Section 2, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument No. 2005-34018 in the Office of the Recorder of Johnson County, Indiana (the next eighteen (18) described courses being along the Easterly Line of said The Preserve at South Lake Section 2); (1) South 02 degrees 00 minutes 54 seconds West (Assumed Bearing) along the West Line of said Southeast Quarter Section a distance of 260.14 feet; (2) South 90 degrees 00 minutes 00 seconds East, parallel with the North Line of the said Southeast Quarter Section, a distance of 240.05 feet to the BEGINNING POINT; (3) South 00 degrees 24 minutes 39 seconds West a distance of 190.11 feet to a curve having a radius of 230.00 feet, the radius point of which bears South 24 degrees 34 minutes 12 seconds West; (4) thence Southeasterly along said curve an arc distance of 25.60 feet to the point of reverse curvature of a curve having a radius of 14.00 feet, the radius point of which bears North 30 degrees 56 minutes 52 seconds East; (5) thence Northeasterly along said curve an arc distance of 16.00 feet to a point which bears South 34 degrees 32 minutes 10 seconds East from said radius point; (6) South 34 degrees 32 minutes 10 seconds East a distance of 60.00 feet to a curve having a radius of 170.00 feet, the radius point of which bears South 34 degrees 32 minutes 10 seconds East; (7) thence Southwesterly along said curve an arc distance of 9.61 feet to a point which bears North 37 degrees 46 minutes 30 seconds West from said radius point; (8) South 34 degrees 20 minutes 48 seconds East a distance of 147.16 feet; (9) South 15 degrees 33 minutes 02 seconds West a distance of 161.21 feet to a curve having a radius of 345.00 feet, the radius point of which bears South 15 degrees 33 minutes 02 seconds West; (10) thence Northwesterly along said curve an arc distance of 21.50 feet to a point which bears North 11 degrees 58 minutes 48 seconds East from said radius point; (11) South 02 degrees 31 minutes 55 seconds West a distance of 80.89 feet; (12) South 42 degrees 18 minutes 34 seconds West a distance of 49.86 feet; (13) North 89 degrees 40 minutes 40 seconds West a distance of 116.01 feet; (14) South 53 degrees 59 minutes 01 seconds West a distance of 42.99 feet; (15) South 24 degrees 35 minutes 37 seconds West a distance of 80.42 feet; (16) South 06 degrees 51 minutes 32 seconds West a distance of 82.18 feet; (17) South 27 degrees 19 minutes 11 seconds East a distance of 62.77 feet; (18) South 50 degrees 25 minutes 19 seconds West a distance of 74.89 feet to the East Line of The Trails at South Lake Section 1, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument No. 2005-34017 in the Office of the Recorder of Johnson County, Indiana; thence South 50 degrees 25 minutes 19 seconds West along the East Line of said The Trails at South Lake Section 1 a distance of 108.04 feet; thence South 09 degrees 35 minutes 33 seconds West

EXHIBIT A
(page 2 of 2)

The Preserve at South Lake Section 4A
LAND DESCRIPTION
(cont.)

along the East Line of said The Trails at South Lake Section 1 a distance of 101.32 feet to the Southwest Corner of Northwest Quarter of the said Southeast Quarter Section; thence North 89 degrees 56 minutes 51 seconds East along the South Line of the Northwest Quarter of said Southeast Quarter Section a distance of 569.82 feet; thence North 00 degrees 03 minutes 09 seconds West a distance of 282.57 feet; thence North 30 degrees 50 minutes 49 seconds East a distance of 163.07 feet; thence North 65 degrees 30 minutes 58 seconds East a distance of 51.52 feet; thence North 71 degrees 03 minutes 42 seconds East a distance of 72.00 feet; thence North 75 degrees 22 minutes 29 seconds East a distance of 72.20 feet; thence North 18 degrees 56 minutes 18 seconds West a distance of 190.43 feet; thence South 71 degrees 03 minutes 42 seconds West a distance of 57.67 feet; thence North 18 degrees 56 minutes 18 seconds West a distance of 117.89 feet; thence South 79 degrees 28 minutes 19 seconds West a distance of 100.92 feet; thence South 74 degrees 42 minutes 39 seconds West a distance of 45.25 feet; thence North 88 degrees 29 minutes 46 seconds West a distance of 22.75 feet; thence North 00 degrees 24 minutes 39 seconds East a distance of 146.85 feet; thence North 89 degrees 35 minutes 21 seconds West a distance of 7.76 feet; thence North 00 degrees 24 minutes 39 seconds East a distance of 220.02 feet; thence North 86 degrees 49 minutes 30 seconds West a distance of 26.48 feet to the South Line of a tract of land recorded as Instrument Number 91-17810; thence North 90 degrees 00 minutes 00 seconds West, parallel with the North Line of the said Southeast Quarter Section and along the South Line of said tract of land recorded as Instrument Number 91-17810, a distance of 207.55 feet to the BEGINNING POINT, containing 9.300 acres, more or less.



Doc ID: 006558780003 Type: MIS
Kind: DECLARE COVENANT RESTRICT
Recorded: 01/02/2013 at 02:59:47 PM
Fee Amt: \$18.00 Page 1 of 3
Workflow# 0000059996-0001
Johnson County-Recorded as Presented
Jill L. Jackson County Recorder

File 2013-000101

**FOURTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOUTH LAKE**

**TO PROVIDE FOR THE ADDITION OF
TRAILS AT SOUTH LAKE, SECTION 5**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

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

WHEREAS, Developer is developing Trails, Section 5, a subdivision in the City of Greenwood, Johnson County, Indiana consisting of lots 192 through 208, and 226 through 237 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

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

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

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

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

IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this 20th day of December, 2012.

Signed and acknowledged
in the presence of:

BAINBRIDGE SOUTH LAKE LLC, an
Indiana limited liability company

By: REPUBLIC DEVELOPMENT LLC,
Managing Member

Colleen Cappilletty
Meg Ransford

By: Lawrence M. Moon
Executive Vice President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 20th day of December, 2012, by Lawrence M. Moon, Executive Vice President of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.

Meg Ransford
Meg Ransford
Notary Public - State of Ohio
Residing in Lucas County
My Commission Expires: 09-12-2017



MEG RANSFORD
Notary Public, State of Ohio
Residing in Lucas County
My Commission Expires 9-12-2017

EXHIBIT A

Trails at South Lake Section 5 LAND DESCRIPTION

A part of the Southwest Quarter of Section 10, Township 13, Range 4 East of the Second Principal Meridian in Johnson County, Indiana, being more particularly described as follows:

BEGINNING at the southeast corner of said Southwest Quarter; thence North 89 degrees 58 minutes 14 seconds West along the South line of said Southwest Quarter a distance of 635.79 feet to the east line of The Trails At South Lake Section 3, a subdivision in Johnson County, Indiana, recorded in Plat Book E page 40 A-D in the Office of the Recorder of Johnson County, Indiana, (the next ten (10) courses being along the easterly lines of said Section 3); (1) North 00 degrees 00 minutes 37 seconds East 209.64 feet; (2) North 89 degrees 59 minutes 23 seconds West 10.23 feet; (3) North 00 degrees 00 minutes 37 seconds East 120.00 feet; (4) South 89 degrees 59 minutes 23 seconds East 62.00 feet; (5) South 81 degrees 34 minutes 01 seconds East 123.33 feet; (6) South 89 degrees 59 minutes 23 seconds East 60.00 feet; (7) North 74 degrees 14 minutes 40 seconds East 89.14 feet; (8) North 12 degrees 30 minutes 25 seconds East 137.13 feet; (9) North 07 degrees 33 minutes 53 seconds West 62.00 feet; (10) North 14 degrees 58 minutes 10 seconds West 119.00 feet to a southerly line of The Trails at South Lake Section 1, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument No. 2005-34017 in Plat Book D, Page 613, in said Recorder's Office, (the next six (6) described courses being along said southerly lines); (1) North 70 degrees 20 minutes 11 seconds East of 65.16 feet; (2) South 84 degrees 45 minutes 35 seconds East 74.80 feet; (3) North 04 degrees 46 minutes 26 seconds East 5.86 feet; (4) South 84 degrees 45 minutes 35 seconds East 60.00 feet; (5) North 04 degrees 46 minutes 26 seconds East 17.79 feet; (6) South 87 degrees 59 minutes 06 seconds East 151.61 feet to the East line of said Southwest Quarter; thence South 02 degrees 00 minutes 54 seconds West along the East line thereof a distance of 674.64 feet to the Point Of Beginning. Containing 7.326 acres more or less.

16

3



Doc ID: 006905470003 Type: MIS
Kind: DECLARE COVENANT RESTRICT
Recorded: 02/21/2014 at 12:25:17 PM
Fee Amt: \$16.00 Page 1 of 3
Workflow# 0000082323-0001
Johnson County-Recorded as Presented
Jill L. Jackson County Recorder

File 2014-002876

FIFTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SOUTH LAKE

TO PROVIDE FOR THE ADDITION OF
PRESERVE AT SOUTH LAKE, SECTION 7A

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

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

WHEREAS, Developer is developing Preserve, Section 7A, a subdivision in the City of Greenwood, Johnson County, Indiana consisting of twenty-two (22) lots numbered 105 through 118, 163, 164, and 184 through 189 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

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

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

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

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision

had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this 6th day of December, 2013.

Signed and acknowledged
in the presence of:

Meg Ransford
Eini Ruf

BAINBRIDGE SOUTH LAKE LLC, an
Indiana limited liability company
By: **REPUBLIC DEVELOPMENT LLC**,
its Managing Member

By: [Signature]
Lawrence M. Moon, Executive Vice President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 6th day of December, 2013, by Lawrence M. Moon, Executive Vice President of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.



MEG RANSFORD
Notary Public, State of Ohio
Residing in Lucas County
My Commission Expires 9-12-2017

Meg Ransford
Notary Public - State of Ohio

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

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

EXHIBIT A
LAND DESCRIPTION

The Preserve at South Lake, Section 7A

Part of the Southeast Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Johnson County, Pleasant Township, Indiana, being more particularly described as follows:

COMMENCING at the Northwest Corner of the said Southeast Quarter Section; thence North 90 degrees 00 minutes 00 seconds East (Assumed Bearing) along the North line of said Southeast Quarter Section a distance of 1,320.15 feet to the Northeast Corner of the Northwest Quarter of said Southeast Quarter Section; thence South 01 degrees 57 minutes 55 seconds West along the East line of said Quarter Quarter Section a distance of 65.04 feet to the south line of a Warranty Deed to the City of Greenwood, Indiana for the Right of Way of Worthsville Road as recorded as Instrument No. 2010-011444 in the Office of the Recorder of Johnson County, Indiana; thence South 90 degrees 00 minutes 00 seconds West along the south line of said Right of Way a distance of 322.74 feet to the POINT OF BEGINNING; thence South 01 degrees 24 minutes 29 seconds West a distance of 156.82 feet; thence South 00 degrees 22 minutes 39 seconds East a distance of 91.09 feet; thence South 13 degrees 07 minutes 22 seconds East a distance of 27.92 feet; thence South 01 degrees 59 minutes 31 seconds West a distance of 294.00 feet; thence South 17 degrees 05 minutes 42 seconds West a distance of 133.82 feet; thence North 72 degrees 54 minutes 18 seconds West a distance of 27.50 feet; thence South 17 degrees 05 minutes 42 seconds West a distance of 139.23 feet; thence North 76 degrees 29 minutes 16 seconds West a distance of 48.90 feet; thence North 84 degrees 58 minutes 57 seconds West a distance of 43.86 feet to the southeast corner of The Preserve at South Lake Section 4A, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument No. 2013-000096 in the Office of the Recorder of Johnson County, Indiana (the next nine (9) described courses being along the easterly lines of said The Preserve at South Lake Section 4A); (1) North 18 degrees 56 minutes 18 seconds West a distance of 190.43 feet; (2) South 71 degrees 03 minutes 42 seconds West a distance of 57.67 feet; (3) North 18 degrees 56 minutes 18 seconds West a distance of 117.89 feet; (4) South 79 degrees 28 minutes 19 seconds West a distance of 100.92 feet; (5) South 74 degrees 42 minutes 39 seconds West a distance of 45.25 feet; (6) North 88 degrees 29 minutes 46 seconds West a distance of 22.75 feet; (7) North 00 degrees 24 minutes 39 seconds East a distance of 146.85 feet; (8) North 89 degrees 35 minutes 21 seconds West a distance of 7.76 feet; (9) North 00 degrees 24 minutes 39 seconds East a distance of 220.02 feet; thence South 86 degrees 49 minutes 30 seconds East a distance of 180.80 feet; thence North 00 degrees 28 minutes 09 seconds West a distance of 206.47 feet to the south line of said Warranty Deed to the City of Greenwood, Indiana; thence North 90 degrees 00 minutes 00 seconds East along the south line of said Right of Way a distance of 351.45 feet to the Point of Beginning, containing 7.106 acres of land, more or less.



Doc ID: 007032890003 Type: MIS
 Kind: DECLARE COVENANT RESTRICT
 Recorded: 08/08/2014 at 03:09:31 PM
 Fee Amt: \$41.00 Page 1 of 3
 Workflow# 0000090846-0001
 Johnson County-Recorded as Presented
 Jill L. Jackson County Recorder

3

File **2014-015157**

**SIXTH AMENDMENT TO
 MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
 SOUTH LAKE
 TO PROVIDE FOR THE ADDITION OF
PRESERVE AT SOUTH LAKE, SECTION 7B**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

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

WHEREAS, Developer is developing Preserve, Section 7B, a subdivision in the City of Greenwood, Johnson County, Indiana consisting of twenty (20) lots numbered 119 through 136, 161 and 162 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

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

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

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

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision

Sales Disclosure NOT Required
 Johnson County Assessor

had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this 7 day of August, 2014.

Signed and acknowledged
in the presence of:

Douglas B. Wagner
Douglas B. Wagner

BAINBRIDGE SOUTH LAKE LLC, an
Indiana limited liability company
By: **REPUBLIC DEVELOPMENT LLC**,
its Managing Member

By: Lawrence M. Moon
Lawrence M. Moon, Executive Vice President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 7 day of August, 2014, by Lawrence M. Moon, Executive Vice President of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.

Candi L. McKinnes-Shreve
Notary Public



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

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

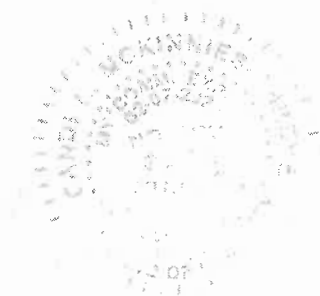


EXHIBIT A

The Preserve at South Lake Section 7B
LAND DESCRIPTION

Part of the Southeast Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Johnson County, Pleasant Township, Indiana, being more particularly described as follows:

COMMENCING at the Northwest Corner of the said Southeast Quarter Section; thence North 90 degrees 00 minutes 00 seconds East (Assumed Bearing) along the North line of said Southeast Quarter Section a distance of 1,320.15 feet to the Northeast Corner of the Northwest Quarter of said Southeast Quarter Section; thence South 01 degrees 57 minutes 55 seconds West along the East line of said Quarter Quarter Section a distance of 65.04 feet to the POINT OF BEGINNING; thence continuing South 01 degrees 57 minutes 55 seconds West along the East line of said Quarter Quarter Section a distance of 714.71 feet; thence North 88 degrees 00 minutes 29 seconds West a distance of 150.78 feet to a point on a non-tangent curve to the right having a radius of 230.00 feet, the radius point of which bears North 60 degrees 45 minutes 06 seconds West; thence southwesterly along said curve an arc distance of 19.84 feet to a point of reverse curvature of a curve to the left having a radius of 14.00 feet, the radius point of which bears South 55 degrees 48 minutes 32 seconds East; thence southerly along said curve an arc distance of 16.86 feet to a point which bears South 55 degrees 12 minutes 14 seconds West from said radius point; thence South 66 degrees 07 minutes 30 seconds West a distance of 16.32 feet; thence South 54 degrees 22 minutes 34 seconds West a distance of 44.00 feet to a point on a non-tangent curve to the left having a radius of 170.00 feet, the radius point of which bears South 54 degrees 22 minutes 34 seconds West; thence northwesterly along said curve an arc distance of 4.79 feet to a point which bears North 52 degrees 45 minutes 37 seconds East from said radius point; thence South 44 degrees 45 minutes 00 seconds West a distance of 112.63 feet; thence North 76 degrees 29 minutes 16 seconds West a distance of 121.42 feet to the southeast corner of The Preserve at South Lake Section 7A, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument No. 2014-002877 in the Office of the Recorder of Johnson County, Indiana (the next seven (7) described courses being along the Easterly Line of said The Preserve at South Lake Section 7A); (1) North 17 degrees 05 minutes 42 seconds East a distance of 139.23 feet; (2) South 72 degrees 54 minutes 18 seconds East a distance of 27.50 feet; (3) North 17 degrees 05 minutes 42 seconds East a distance of 133.82 feet; (4) North 01 degrees 59 minutes 31 seconds East a distance of 294.00 feet; (5) North 13 degrees 07 minutes 22 seconds West a distance of 27.92 feet; (6) North 00 degrees 22 minutes 39 seconds West a distance of 91.09 feet; (7) North 01 degrees 24 minutes 29 seconds East a distance of 156.82 feet to the south line of a Warranty Deed to the City of Greenwood, Indiana for the Right of Way of Worthsville Road as recorded as Instrument No. 2010-011444 in said Recorder's Office; thence North 90 degrees 00 minutes 00 seconds East along the south line of said Right of Way a distance of 322.74 feet to the Point of Beginning, containing 5.740 acres of land, more or less.



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Doc ID: 007206260003 Type: MIS
Kind: MISCELLANEOUS
Recorded: 03/20/2015 at 03:03:53 PM
Fee Amt: \$17.00 Page 1 of 3
Workflow# 0000101444-0001
Johnson County-Recorded as Presented
Jill L. Jackson County Recorder

File **2015-005511**

**SEVENTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SOUTH LAKE**

**TO PROVIDE FOR THE ADDITION OF
PRESERVE AT SOUTH LAKE, SECTION 8**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

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

WHEREAS, Developer is developing Preserve, Section 8, a subdivision in the City of Greenwood, Johnson County, Indiana consisting of **twenty-four (24) lots numbered 137 through 160 and Common Area B** comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

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

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

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

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision


had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this 10th day of February, 2015.

Signed and acknowledged
in the presence of:

Meg Ransford
Claudia Witkowski

BAINBRIDGE SOUTH LAKE LLC, an
Indiana limited liability company
By: **REPUBLIC DEVELOPMENT LLC**,
its Managing Member

By: 
Lawrence M. Moon, Executive Vice President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 10th day of February, 2015, by Lawrence M. Moon, Executive Vice President of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.



MEG RANSFORD
Notary Public, State of Ohio
Residing in Lucas County
My Commission Expires 9-12-2017

Meg Ransford
Meg Ransford Notary Public

Residing in: Lucas County
My commission expires: 09-12-2017

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

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

EXHIBIT A

**The Preserve at South Lake Section 8
LAND DESCRIPTION**

Part of the Southeast Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Johnson County, Pleasant Township, Indiana, being more particularly described as follows:

COMMENCING at the Northwest Corner of said Southeast Quarter Section; thence North 90 degrees 00 minutes 00 seconds East (Assumed Bearing) along the North line of said Southeast Quarter Section a distance of 1,320.15 feet to the Northeast Corner of the Northwest Quarter of said Southeast Quarter Section; thence South 01 degree 57 minutes 55 seconds West along the East line of said Quarter Quarter Section a distance of 779.75 feet to the POINT OF BEGINNING, said point also being the southeast corner of The Preserve at South Lake Section 7B, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument No. 2014-015158 in the Office of the Recorder of said County; thence continuing South 01 degree 57 minutes 55 seconds West along the East line of said Quarter Quarter Section a distance of 577.39 feet to the Southeast Corner of said Quarter Quarter Section; thence South 89 degrees 56 minutes 51 seconds West along the South line of said Quarter Quarter Section a distance of 751.56 feet to the southeast corner of The Preserve at South Lake Section 4A, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument No. 2013-000096 in said Recorders' Office, (the next fourteen (14) described courses being along the southerly lines of said The Preserve at South Lake Section 4A, the southerly lines of The Preserve at South Lake Section 7A, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument No. 2014-002877 in said Recorder's Office, and the southerly lines of the aforementioned The Preserve at South Lake Section 7B); (1) North 00 degrees 03 minutes 09 seconds West a distance of 282.57 feet; (2) North 30 degrees 50 minutes 49 seconds East a distance of 163.07 feet; (3) North 65 degrees 30 minutes 58 seconds East a distance of 51.52 feet; (4) North 71 degrees 03 minutes 42 seconds East a distance of 72.00 feet; (5) North 75 degrees 22 minutes 29 seconds East a distance of 72.20 feet; (6) South 84 degrees 58 minutes 57 seconds East a distance of 43.86 feet; (7) South 76 degrees 29 minutes 16 seconds East a distance of 170.32 feet; (8) North 44 degrees 45 minutes 00 seconds East a distance of 112.63 feet to a point on a non-tangent curve to the right having a radius of 170.00 feet, the radius point of which bears South 52 degrees 45 minutes 37 seconds West; (9) Southeasterly along said curve an arc distance of 4.79 feet to a point which bears North 54 degrees 22 minutes 34 seconds East from said radius point; (10) North 54 degrees 22 minutes 34 seconds East a distance of 44.00 feet; (11) North 66 degrees 07 minutes 30 seconds East a distance of 16.32 feet to a point on a non-tangent curve to the right having a radius of 14.00 feet, the radius point of which bears North 55 degrees 12 minutes 14 seconds East; (12) Northerly along said curve an arc distance of 16.86 feet to a point of reverse curvature of a curve having a radius of 230.00 feet, the radius point of which bears which bears North 55 degrees 48 minutes 32 seconds West; (13) Northeasterly along said curve an arc distance of 19.84 feet to a point which bears South 60 degrees 45 minutes 06 seconds East from said radius point; (14) South 88 degrees 00 minutes 29 seconds East a distance of 150.78 to the Point of Beginning, containing 8.401 acres of land, more or less.

LM, 07/24/2014

Doc ID: 007648950004 Type: MIS
Kind: MISCELLANEOUS
Recorded: 04/21/2016 at 04:21:17 PM
Fee Amt: \$20.00 Page 1 of 4
Workflow# 0000123541-0001
Johnson County-Recorded as Presented
Jill L. Jackson County Recorder
File **2016-008624**

**EIGHTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SOUTH LAKE**

**TO PROVIDE FOR THE ADDITION OF
PRESERVE AT SOUTH LAKE, SECTION 9**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

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

WHEREAS, Developer is developing Preserve, Section 9 a subdivision in the City of Greenwood, Johnson County, Indiana consisting of forty-two (42) lots numbered 268 through 309 and Common Areas A, B and C comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

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

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

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

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision

had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this 15th day of March, 2016.

Signed and acknowledged
in the presence of:

Meg Ransford
Colleen Cappellotto

BAINBRIDGE SOUTH LAKE LLC, an
Indiana limited liability company
By: **REPUBLIC DEVELOPMENT LLC**,
its Managing Member

By: [Signature]
Lawrence M. Moon, Chief Operating Officer

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 15th day of March, 2016, by Lawrence M. Moon, Chief Operating Officer of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.



MEG RANSFORD
Notary Public, State of Ohio
Residing in Lucas County
My Commission Expires 9-12-2017

Meg Ransford
Meg Ransford Notary Public
Residing in: Lucas County
My commission expires: 09-12-2017

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

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

EXHIBIT A
(page 1 of 2)
The Preserve at South Lake Section 9
LAND DESCRIPTION

Part of the South Half of the Southeast Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Pleasant Township, Johnson County, Indiana, being more particularly described as follows:

COMMENCING at a stone at the Southwest Corner of said Southeast Quarter Section; thence North 02 degrees 00 minutes 54 seconds East (basis of bearing per ALTA/ASCM Land Title Survey by the Schneider Corporation, recorded as Instrument Number 2006-010525 in the Office of the Recorder of Johnson County, Indiana) along the West line of said Southeast Quarter a distance of 749.64 feet to the POINT OF BEGINNING, said point also being on the east line of The Trails at South Lake Section 1, the plat of which is recorded as Instrument No. 2005-34017 in Plat Book D, Page 613 in said Recorder's Office; thence continuing North 02 degrees 00 minutes 54 seconds East along the east line of said The Trails at South Lake Section 1 a distance of 608.75 feet to the southwest corner of The Preserve at South Lake Section 4A, the plat of which is recorded as Instrument No. 2013-000096 in Plat Book E, Page 79 in said Recorder's Office; thence North 89 degrees 56 minutes 51 seconds East along the south line of said The Preserve at South Lake Section 4A and along the south line of The Preserve at South Lake Section 8, the plat of which is recorded as Instrument No. 2015-005512 in Plat Book E, Page 165 in said Recorder's Office and the easterly prolongation thereof a distance of 1,323.31 feet; thence South 00 degrees 03 minutes 09 seconds East a distance of 148.20 feet; thence North 80 degrees 26 minutes 20 seconds East a distance of 5.37 feet; thence South 09 degrees 33 minutes 40 seconds East a distance of 44.00 feet; thence South 05 degrees 35 minutes 47 seconds East a distance of 144.37 feet; thence South 73 degrees 36 minutes 37 seconds East a distance of 65.92 feet; thence South 12 degrees 39 minutes 31 seconds East a distance of 142.11 feet; thence North 81 degrees 34 minutes 39 seconds East a distance of 125.68 feet to a point on a non-tangent curve to the right having a radius of 3,780.85 feet, the radius point of which bears South 79 degrees 44 minutes 02 seconds West; thence Southeasterly along said curve an arc distance of 156.26 feet to a tangent curve to the right having a radius of 170.00 feet, the radius point of which bears South 82 degrees 06 minutes 06 seconds West; thence Southeasterly along said curve an arc distance of 10.44 feet to a tangent curve to the right having a radius of 5,200.00 feet, the radius point of which bears South 85 degrees 37 minutes 10 seconds West; thence Southeasterly along said curve an arc distance of 15.35 feet to a point which bears North 85 degrees 47 minutes 19 seconds East from said radius point; thence South 85 degrees 47 minutes 19 seconds West a distance of 128.00 feet; thence South 03 degrees 25 minutes 39 seconds East a distance of 138.82 feet; thence South 01 degree 42 minutes 41 seconds East a distance of 138.81 feet; thence South 01 degree 06 minutes 13 seconds West a distance of 60.78 feet; thence South 27 degrees 26 minutes 45 seconds West a distance

EXHIBIT A

(page 2 of 2)

**The Preserve at South Lake Section 9
LAND DESCRIPTION**

of 28.39 feet; thence South 67 degrees 25 minutes 04 seconds West a distance of 26.46 feet; thence South 89 degrees 53 minutes 42 seconds West a distance of 170.00 feet; thence North 74 degrees 51 minutes 31 seconds West a distance of 24.30 feet; thence North 06 degrees 01 minute 53 seconds East a distance of 119.20 feet; thence North 89 degrees 53 minutes 42 seconds East a distance of 102.81 feet; thence North 00 degrees 06 minutes 18 seconds West a distance of 268.43 feet; thence North 78 degrees 06 minutes 03 seconds West a distance of 199.51 feet; thence North 09 degrees 46 minutes 15 seconds East a distance of 88.46 feet; thence North 80 degrees 13 minutes 45 seconds West a distance of 60.92 feet to a point on a non-tangent curve to the left having a radius of 14.00 feet, the radius point of which bears North 59 degrees 20 minutes 01 second West; thence Northeasterly along said curve an arc distance of 5.11 feet to a point which bears South 80 degrees 13 minutes 45 seconds East from said radius point; thence North 09 degrees 46 minutes 15 seconds East a distance of 129.88 feet; thence North 87 degrees 46 minutes 37 seconds West a distance of 151.22 feet; thence North 83 degrees 39 minutes 49 seconds West a distance of 78.81 feet; thence North 85 degrees 16 minutes 06 seconds West a distance of 156.87 feet; thence South 80 degrees 45 minutes 22 seconds West a distance of 269.41 feet; thence South 40 degrees 42 minutes 41 seconds West a distance of 72.48 feet; thence South 16 degrees 55 minutes 20 seconds West a distance of 93.60 feet; thence South 05 degrees 41 minutes 41 seconds East a distance of 68.65 feet; thence South 00 degrees 06 minutes 18 seconds East a distance of 297.66 feet; thence North 89 degrees 53 minutes 42 seconds East a distance of 162.39 feet; thence South 07 degrees 41 minutes 49 seconds East a distance of 35.72 feet; thence South 32 degrees 53 minutes 39 seconds East a distance of 124.70 feet; thence South 89 degrees 53 minutes 42 seconds West a distance of 334.15 feet; thence North 52 degrees 44 minutes 26 seconds West a distance of 29.71 feet; thence North 10 degrees 25 minutes 39 seconds West a distance of 38.21 feet; thence North 02 degrees 11 minutes 31 seconds West a distance of 132.92 feet; thence North 00 degrees 54 minutes 56 seconds East a distance of 136.16 feet; thence North 02 degrees 00 minutes 54 seconds East a distance of 70.00 feet; thence North 87 degrees 59 minutes 06 seconds West a distance of 190.00 feet; thence North 02 degrees 00 minutes 54 seconds East a distance of 8.77 feet to a tangent curve to the left having a radius of 14.00 feet, the radius point of which bears North 87 degrees 59 minutes 06 seconds West; thence Northwesterly along said curve an arc distance of 21.99 feet to a point which bears North 02 degrees 00 minutes 54 seconds East from said radius point; thence North 87 degrees 59 minutes 06 seconds West a distance of 116.00 feet to the POINT OF BEGINNING, containing 19.440 acres of land, more or less.

2017-002476
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JOHNSON COUNTY
RECORDER
REC FEE: 18.00
PAGE: 1

**NINTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SOUTH LAKE**

**TO PROVIDE FOR THE ADDITION OF
PRESERVE AT SOUTH LAKE, SECTION 10**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

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

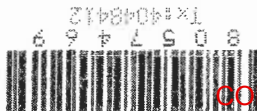
WHEREAS, Developer is developing **Preserve, Section 10** a subdivision in the City of Greenwood, Johnson County, Indiana consisting of **thirty-six (36) lots numbered 310 through 345 and Common Area A** comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

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

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

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

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision



COPY PROVIDED FOR REFERENCE PURPOSES ONLY

had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this 3rd day of January, 2017.

Signed and acknowledged
in the presence of:

Meg Ransford
Colleen Cappellotto

BAINBRIDGE SOUTH LAKE LLC, an
Indiana limited liability company
By: **REPUBLIC DEVELOPMENT LLC**,
its Managing Member

By: [Signature]
Lawrence M. Moon, Chief Operating Officer

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 15th day of March, 2016, by Lawrence M. Moon, Chief Operating Officer of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.



MEG RANSFORD
Notary Public, State of Ohio
Residing in Lucas County
My Commission Expires 9-12-2017

Meg Ransford
Meg Ransford Notary Public
Residing in: Lucas County
My commission expires: 09-12-2017

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

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

EXHIBIT A
(page 1 of 2)

The Preserve at South Lake, Section 10
LAND DESCRIPTION

Part of the South Half of the Southeast Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Pleasant Township, Johnson County, Indiana, being more particularly described as follows:

COMMENCING at a stone at the Southwest Corner of said Southeast Quarter Section; thence North 02 degrees 00 minutes 54 seconds East (basis of bearing per ALTA/ASCM Land Title Survey by the Schneider Corporation, recorded as Instrument Number 2006-010525 in the Office of the Recorder of Johnson County, Indiana) along the West line of said Southeast Quarter a distance of 749.64 feet to a southwest corner of The Preserve at South Lake Section Nine, the plat of which is recorded as Instrument No. 2016-2016-008625 [Plat Book E, Pages 207 A, B, C, D, E, & F] in said Recorder's Office, the next twenty-eight (28) courses are along the southerly lines of said Section Nine; (1) South 87 degrees 59 minutes 06 seconds East 116.00 feet to a point on a curve to the right having a radius of 14.00 feet, the radius point of which bears South 02 degrees 00 minutes 54 seconds West; (2) southeasterly along said curve an arc distance of 21.99 feet to a point which bears South 87 degrees 59 minutes 06 seconds East from said radius point; (3) South 02 degrees 00 minutes 54 seconds West 8.77 feet; (4) South 87 degrees 59 minutes 06 seconds East 190.00 feet; (5) South 02 degrees 00 minutes 54 seconds West 70.00 feet; (6) South 87 degrees 59 minutes 06 seconds East 69.14 feet; (7) South 37 degrees 52 minutes 38 seconds East 152.15 feet; (8) South 01 degrees 23 minutes 22 seconds West 201.83 feet; (9) North 89 degrees 53 minutes 42 seconds East 210.00 feet to the southeast corner of Common Area 'B' per said Section Nine Plat and the POINT OF BEGINNING; (10) North 32 degrees 53 minutes 39 seconds West 124.70 feet; (11) North 07 degrees 41 minutes 49 seconds West 72.60 feet; (12) North 10 degrees 27 minutes 03 seconds East 121.62 feet; (13) North 67 degrees 58 minutes 31 seconds West 110.51 feet; (14) North 37 degrees 52 minutes 38 seconds West 126.40 feet; (15) North 05 degrees 41 minutes 41 seconds West 68.65 feet; (16) North 16 degrees 55 minutes 20 seconds East 93.60 feet; (17) North 40 degrees 42 minutes 41 seconds East 72.48 feet; (18) North 80 degrees 45 minutes 22 seconds East 269.41 feet; (19) South 85 degrees 16 minutes 06 seconds East 156.87 feet; (20) South 83 degrees 39 minutes 49 seconds East 78.81 feet; (21) South 87 degrees 46 minutes 37 seconds East 151.22 feet; (22) South 09 degrees 46 minutes 15 seconds West 129.88 feet to a point on a curve to the right having a radius of 14.00 feet, the radius point of which bears North 80 degrees 13 minutes 45 seconds West; (23)

EXHIBIT A
(page 2 of 2)

The Preserve at South Lake, Section 10
LAND DESCRIPTION

southerly along said curve an arc distance of 5.11 feet to a point which bears South 59 degrees 20 minutes 01 seconds East from said radius point; (24) South 80 degrees 13 minutes 45 seconds East 60.92 feet; (25) South 09 degrees 46 minutes 15 seconds West 88.46 feet to a point on a curve to the left having a radius of 1720.00 feet, the radius point of which bears South 80 degrees 13 minutes 45 seconds East; (26) southerly along said curve an arc distance of 88.36 feet to a point which bears North 83 degrees 10 minutes 21 seconds West from said radius point; (27) South 83 degrees 58 minutes 07 seconds East 128.43 feet; (28) South 06 degrees 01 minutes 53 seconds West 329.20 feet; thence leaving said southerly lines South 66 degrees 22 minutes 39 seconds West 50.78 feet; thence North 83 degrees 58 minutes 07 seconds West 84.47 feet; thence North 85 degrees 28 minutes 39 seconds West 60.02 feet; thence South 89 degrees 53 minutes 42 seconds West 395.19 feet to the POINT OF BEGINNING. Containing 10.626 acres, more or less.

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JOHNSON COUNTY
RECORDER
REC FEE: 25.00
PAGES: 4

**TENTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SOUTH LAKE**

**TO PROVIDE FOR THE ADDITION OF
PRESERVE AT SOUTH LAKE, SECTION 11A**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

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

WHEREAS, Developer is developing **Preserve, Section 11A** a subdivision in the City of Greenwood, Johnson County, Indiana consisting of **twenty (20) lots numbered 366 through 385 and Common Area B** comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

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

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

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

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of



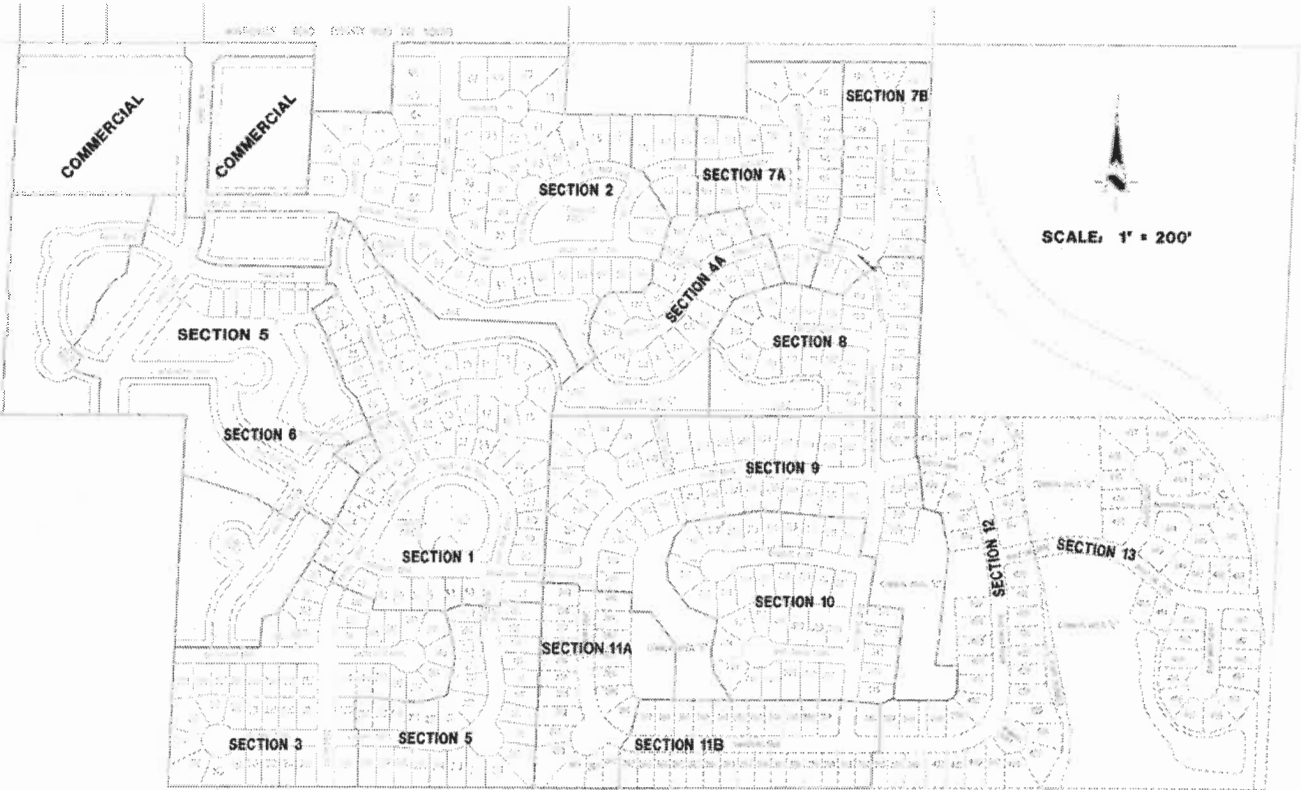
EXHIBIT A
The Preserve at South Lake Section 11A
LAND DESCRIPTION

Part of the South Half of the Southeast Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Pleasant Township, Johnson County, Indiana, being more particularly described as follows:

BEGINNING at a stone with a cut "X" on top at the Southwest corner of said Southeast Quarter Section; thence North 02 degrees 00 minutes 54 seconds East (basis of bearing per ALTA/ASCM Land Title Survey by the Schneider Corporation, recorded as Instrument Number 2006-010525 in the Office of the Recorder of Johnson County, Indiana) along the West line of said Southeast Quarter a distance of 749.64 feet to the southwest corner of the Final Plat for The Preserve at South Lake Section 9, per plat thereof recorded as Instrument No. 2016-008625 in said Recorder's Office, thence the following eight (8) courses being along the southerly lines thereof; (1) South 87 degrees 59 minutes 06 seconds East a distance of 116.00 feet to a point on a curve to the right having a radius of 14.00 feet, the radius point of which bears South 02 degrees 00 minutes 54 seconds West; (2) easterly, southeasterly and southerly along said curve an arc distance of 21.99 feet to a point which bears South 87 degrees 59 minutes 06 seconds East from said radius point; (3) South 02 degrees 00 minutes 54 seconds West a distance of 8.77 feet; (4) South 87 degrees 59 minutes 06 seconds East a distance of 190.00 feet; (5) South 02 degrees 00 minutes 54 seconds West a distance of 70.00 feet; (6) South 87 degrees 59 minutes 06 seconds East a distance of 69.14 feet; (7) South 37 degrees 52 minutes 38 seconds East a distance of 152.15 feet; (8) South 01 degree 23 minutes 22 seconds West a distance of 201.83 feet; thence South 89 degrees 53 minutes 42 seconds West a distance of 119.00 feet; thence South 13 degrees 40 minutes 55 seconds West a distance of 129.97 feet; thence South 11 degrees 59 minutes 47 seconds West a distance of 60.00 feet to a point on a non-tangent curve to the right having a radius of 230.00 feet, the radius point of which bears North 11 degrees 59 minutes 47 seconds East; thence westerly along said curve an arc distance of 26.57 feet to a point which bears South 18 degrees 36 minutes 58 seconds West from said radius point; thence South 00 degrees 06 minutes 18 seconds East a distance of 142.17 feet to the South line of the aforesaid Southeast Quarter Section; thence South 89 degrees 53 minutes 42 seconds West along said South line a distance of 312.95 feet to the Point of Beginning, containing 6.57 acres, more or less.

EXHIBIT B
SOUTH LAKE SITE PLAN

COPY PROVIDED FOR REFERENCE PURPOSES ONLY



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RECORDER
REC FEE: 25.00
PAGES: 3

**ELEVENTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOUTH LAKE**

**TO PROVIDE FOR THE ADDITION OF
PRESERVE AT SOUTH LAKE, SECTION 11B**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

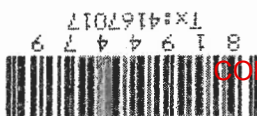
WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing **The Preserve at South Lake, Section 11B**, a subdivision in the City of Greenwood, Johnson County, Indiana consisting of **twenty-six (26) lots numbered 346, 352 through 365, and 386 through 396** pursuant to the Plat recorded as Instrument No. **2018-017428** and comprising the "Subdivision," which Subdivision is contiguous to the Development and is a part of the Expansion Property described in the Declaration;

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

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

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



COPY PROVIDED FOR REFERENCE PURPOSES ONLY

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

IN WITNESS WHEREOF, Bainbridge South Lake LLC has caused this instrument to be executed by its duly authorized representative this 17th day of AUGUST, 2018.

Signed and acknowledged
in the presence of:

BAINBRIDGE SOUTH LAKE LLC, an
Indiana limited liability company
By: **REPUBLIC DEVELOPMENT LLC**,
its Managing Member

Colleen Cappellotto
Meg Ransford

By: 
Lawrence M. Moon, Chief Operating Officer

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 17th day of **August, 2018**, by Lawrence M. Moon, Chief Operating Officer of Republic Development LLC, an Ohio limited liability company, Managing Member of BAINBRIDGE SOUTH LAKE LLC, an Indiana limited liability company, on behalf of the company.



MEG RANSFORD
Notary Public, State of Ohio
Residing in Lucas County
My Commission Expires 9-12-2022

Meg Ransford
Meg Ransford Notary Public
Residing in: Lucas County
My commission expires: 09-12-2022

This instrument was prepared by: Lawrence M. Moon, 3150 Republic Blvd. N., Suite 3, Toledo, Ohio 43615.
I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless otherwise required by law. Lawrence M. Moon.

EXHIBIT A
The Preserve at South Lake Section 11B
LAND DESCRIPTION

Part of the South Half of the Southeast Quarter of Section 10, Township 13 North, Range 4 East of the Second Principal Meridian in Pleasant Township, Johnson County, Indiana, being more particularly described as follows:

Commencing at a stone with a cut "x" on top at the Southwest Corner of said Southeast Quarter Section; thence North 89 degrees 53 minutes 42 seconds East (basis of bearing per ALTA/ASCM Land Title Survey by the Schneider Corporation, recorded as Instrument Number 2006-010525 in the Office of the Recorder of Johnson County, Indiana) along the South line of said Southeast Quarter a distance of 312.95 feet to the POINT OF BEGINNING, said point being the southeast corner of The Preserve at South Lake Section 11A, as per plat thereof recorded as Instrument No. 2018-006320 in said Recorder's Office, the following four (4) courses being along the easterly lines thereof: (1) thence North 00 degrees 06 minutes 18 seconds East 142.17 feet to a point on a non-tangent curve to the left having a radius of 230.00 feet, the radius point of which bears North 18 degrees 36 minutes 58 seconds East; (2) thence easterly along said curve an arc distance of 26.57 feet to a point which bears South 11 degrees 59 minutes 47 seconds West from said radius point; (3) thence North 11 degrees 59 minutes 47 seconds East 60.00 feet; (4) thence North 13 degrees 40 minutes 55 seconds East 129.97 feet; thence North 89 degrees 53 minutes 42 seconds East along a southerly line of said Section 11A and the southerly lines of The Preserve at South Lake Section 9, as per plat thereof recorded as Instrument No. 2016-008625 and The Preserve at South Lake Section 10, as per plat thereof recorded as Instrument No. 2017-002477 in said Recorder's Office a distance of 724.20 feet, the following two (2) courses being along the southerly lines of said Section 10; (1) thence South 85 degrees 28 minutes 39 seconds East 60.02 feet; (2) thence South 83 degrees 58 minutes 07 seconds East 84.47 feet; thence South 00 degrees 06 minutes 18 seconds East a distance of 176.13 feet; thence South 89 degrees 53 minutes 42 seconds West a distance of 28.17 feet; thence South 00 degrees 06 minutes 18 seconds East a distance of 130.00 feet to the South line of the aforesaid Southeast Quarter; thence South 89 degrees 53 minutes 42 seconds West along said South line a distance of 909.00 feet to the Point of Beginning, containing 6.58 acres, more or less.

2020-004825
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**TWELFTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOUTH LAKE**

**TO PROVIDE FOR THE ADDITION OF
PRESERVE AT SOUTH LAKE, SECTION 12**

The undersigned, Bainbridge South Lake LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Johnson County, Indiana, known as South Lake Trails, Section 1 as delineated on a plat thereof recorded as Instrument No. 2005034017 and Corrected Instrument No. 2007014573 in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for South Lake, dated December 6, 2005 (the "Declaration"), which Declaration was recorded as Instrument No. 2005034016 in Johnson County, Indiana;

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

WHEREAS, Developer is developing **The Preserve at South Lake, Section 12**, a subdivision in the City of Greenwood, Johnson County, Indiana consisting of **forty (40) lots numbered 347 through 351 and 398 through 432, and Common Areas C, D, E and F** pursuant to the Plat recorded as Instrument No. 2020-004824 and comprising the "Subdivision," which Subdivision is contiguous to the Development and is a part of the Expansion Property described in the Declaration;

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

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

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

EXHIBIT A
The Preserve at South Lake, Section 12
LEGAL DESCRIPTION

PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 13 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN IN PLEASANT TOWNSHIP, JOHNSON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER SECTION; THENCE SOUTH 89 DEGREES 53 MINUTES 42 SECONDS WEST (BASIS OF BEARING PER ALTA/ASCM LAND TITLE SURVEY BY THE SCHNEIDER CORPORATION, RECORDED AS INSTRUMENT NUMBER 2006-010525 IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA) ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 100.66 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 130.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 42 SECONDS EAST 28.17 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 18 SECONDS WEST 176.13 FEET; THENCE NORTH 66 DEGREES 22 MINUTES 39 SECONDS EAST 50.78 FEET; THENCE SOUTH 74 DEGREES 51 MINUTES 31 SECONDS EAST 24.30 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 42 SECONDS EAST 170.00 FEET; THENCE NORTH 67 DEGREES 25 MINUTES 04 SECONDS EAST 26.46 FEET; THENCE NORTH 27 DEGREES 26 MINUTES 45 SECONDS EAST 28.39 FEET; THENCE NORTH 01 DEGREE 06 MINUTES 13 SECONDS EAST 60.78 FEET; THENCE NORTH 01 DEGREE 42 MINUTES 41 SECONDS WEST 30.96 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 42 SECONDS WEST 79.00 FEET; THENCE NORTH 06 DEGREES 00 MINUTES 00 SECONDS EAST 419.79 FEET; THENCE NORTH 12 DEGREES 39 MINUTES 31 SECONDS WEST 142.11 FEET; THENCE NORTH 73 DEGREES 36 MINUTES 37 SECONDS WEST 65.92 FEET; THENCE NORTH 05 DEGREES 35 MINUTES 47 SECONDS WEST 144.37 FEET; THENCE NORTH 09 DEGREES 33 MINUTES 40 SECONDS WEST 44.00 FEET; THENCE SOUTH 80 DEGREES 26 MINUTES 20 SECONDS WEST 5.37 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 09 SECONDS WEST 148.20 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 51 SECONDS EAST 381.03 FEET; THENCE SOUTH 00 DEGREES 50 MINUTES 12 SECONDS WEST 182.58 FEET; THENCE SOUTH 03 DEGREES 14 MINUTES 48 SECONDS EAST 82.84 FEET; THENCE SOUTH 10 DEGREES 07 MINUTES 50 SECONDS EAST 142.10 FEET; THENCE SOUTH 15 DEGREES 00 MINUTES 05 SECONDS EAST 208.19 FEET; THENCE SOUTH 09 DEGREES 46 MINUTES 40 SECONDS EAST 150.02 FEET; THENCE SOUTH 11 DEGREES 59 MINUTES 44 SECONDS EAST 390.28 FEET; THENCE SOUTH 02 DEGREES 23 MINUTES 12 SECONDS WEST 114.37 FEET; THENCE SOUTH 18 DEGREES 06 MINUTES 26 SECONDS WEST 111.03 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER SECTION; THENCE ALONG SAID SOUTH LINE SOUTH 89 DEGREES 53 MINUTES 42 SECONDS WEST A DISTANCE OF 577.64 FEET TO THE POINT OF BEGINNING, CONTAINING 13.78 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS.

Cross-Reference:

Master Declaration of Covenants, Conditions and Restrictions for South Lake recorded in the Office of the Johnson County Recorder at Instrument Number 2005-034016.

THIRTEENTH AMENDMENT TO THE MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SOUTH LAKE

THIS THIRTEENTH AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOUTH LAKE ("Amendment") is made this 15th day of January, 2021 by the South Lake Homeowners' Association, Inc., an Indiana not-for-profit corporation, witnesses as follows:

WHEREAS the Declaration of Covenants, Conditions and Restrictions for South Lake was recorded in the Office of the Johnson County Recorder at Instrument Number 2005-034016 ("Declaration") and,

WHEREAS the Declarations provide that it may be changed in whole or in part by vote of at least a majority of the Owner; and,

WHEREAS, the Declarations have been previously amended and those amendments are recorded in the Office of the Johnson County Recorder at the following instrument numbers: First Amendment 2010-015862, Second Amendment 2011-006276, Third Amendment 2013-000095, Fourth Amendment 2013-000101, Fifth Amendment 2014-002876, Sixth Amendment 2014-015157, Seventh Amendment 2015-005511, Eighth Amendment 2016-008624, Ninth Amendment 2017-002476, Tenth Amendment 2018-006321, Eleven Amendment 2018-018688, and Twelfth Amendment 2020-004825;

WHEREAS the Board of Directors of the South Lake Homeowners Association, Inc. has reviewed and affirmed that the following First Amendment of Declaration of Covenants, Conditions and Restrictions for South Lake has been approved by a vote of a majority of the Owners of South Lake; and,

NOW THEREFORE, pursuant to the foregoing, the Declarations are restated except as amended to either remove, replace or include the following paragraph(s) as follows and any items not specifically amended, deleted or modified from the original Declarations is considered restated and remains valid and enforceable unless otherwise previously amended:

Article 1

Use Restrictions

Except as modified here, this paragraph shall replace Section 1.05 in the Declaration.

Section 1.05 All carriage lights on the home's exterior and the photocell (dusk-to-dawn sensor) need to be maintained such that the lights are in operating condition at all times. Operating condition dictates that the lights are illuminated each day from dusk to dawn.

Except as modified here, this paragraph shall replace Section 1.06 in the Declaration

Section 1.06 Permanent detached storage buildings may be permitted on any Lot subject to the approval of the Architectural Control Committee. Temporary detached storage buildings are prohibited.

Except as modified here, this paragraph shall replace Section 1.10 in the Declaration.

Section 1.10 No structures or materials shall be placed or permitted within the utility or drainage easement areas as designated on the recorded plat of the Subdivision. Fences and plantings within said utility or drainage easement areas are at the Owner's sole risk of loss if such improvements, as determined solely by the applicable utility authority or the Architectural Control Committee, would damage or interfere with the installation or maintenance of utilities or would change or retard the flow of or otherwise impound surface water from its proper course. Fences within said utility or drainage easement areas must be submitted to the Greenwood Board of Public Works and Safety to obtain easement encroachment approval in addition to Architectural Control Committee approval. Each Owner shall maintain such portion of any utility or drainage easement area as is located upon such Owner's Lot. If in the event any such fence or landscaping interferes with the design purposes or flow of surface water in any easement.

Except as modified here, this paragraph shall replace Section 1.11 in the Declaration.

Section 1.11 No trade or business activities of any kind shall be conducted on any Lot or open space in the Subdivision without the approval of the Master Association; except that an Owner or occupant residing in a Residence may conduct business activities within their Residence, so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Residence; (b) the business activity conforms to all zoning requirements for the Residence and/or Lot; (c) the business activity does not involve door-to-door solicitations of residents of the Subdivision; and (d) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Board. The Owner must actually reside at the dwelling while conducting their business operations and the business operations must be subordinate in scope, use and amount of the dwelling used in performing the business. However, the foregoing shall not apply to the business activities of the Developer or the construction, sale or maintenance of Lots by authorized builders or by Developer, its agents or assigns, during the construction and

sales period.

Except as modified here, this paragraph shall replace Section 1.12 in the Declaration.

Section 1.12 No clothesline shall be located on any Lot except one removable, folding, umbrella-like clothesline. Folding umbrella-like clothesline shall be permitted in the rear patio area only. No laundry articles shall be left outdoors overnight or any time on Saturdays or Sundays. Fences, deck railings or other exterior structures shall not be used for drying clothing, towels or other materials.

Except as modified here, this paragraph shall replace Section 1.13 in the Declaration.

Section 1.13 Vehicles classified as commercial motor vehicles, tractors, busses, mobile homes, recreational vehicles, motor homes, trailers, campers, camper trailers, snowmobiles, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Parking of tractor trailers (i.e. semi-trailers), tractor trailer cabs, box trucks or any other vehicle with more than two (2) axles is strictly prohibited anywhere in the subdivision. One (1) work truck, van or utility/pickup truck may be parked outside at a Residence if the vehicle is directly associated with the Owner's or occupant's primary employment and used to travel to and from work. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses/registrations shall not be permitted on any Lot except within enclosed garages. Notwithstanding the foregoing, service, moving and delivery vehicles may be parked within the Subdivision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the common areas. Recreational vehicles, motor homes, trailers, campers, camper trailers and boats may be temporarily parked for the purposes of loading/unloading supplies for no greater than twenty-four (24) hours at a time. Any vehicles parked in violation of this section of parking rules promulgated by the Board may be towed at the expense of the Owner. No Owners or other occupants shall store, repair or restore any vehicles of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. The Board of Directors may, at their discretion, grant a waiver of these restrictions if enforcement of the restriction would result in extreme financial or personal hardship.

Except as modified here, this paragraph shall replace Section 1.14 in the Declaration.

Section 1.14 No Lot shall be used as a dumping ground or storage area for rubbish, machinery, scrap, paper, glass or other such materials. Garbage or other waste shall be kept in trash containers. All containers used for the storage or disposal of trash or recyclable materials shall be kept in a clean and sanitary condition. No rubbish, trash or garbage containers shall be stored or maintained outdoors except for such temporary storage necessary for immediate pick up of the trash and, in that event, trash shall be stored in appropriate containers. Building materials to be used in the construction of approved structures may be stored on or within a Lot, provided such building materials are incorporated into the approved improvement within ninety (90) days after their delivery to such Lot.

Section 1.31 shall be added to the Declaration as if originally included:

Section 1.31 Each homeowner shall maintain each Lot with (i) one (1) deciduous shade or ornamental tree in the front yard, with a minimum of one and one-half (1 ½) inch caliper and (ii) ornamental plants (e.g. shrubs, bushes, flowering plants) in the front yard. In addition to the aforementioned requirements, it is requested (but not required) that corner Lots shall have (i) one (1) additional deciduous shade, ornamental, or evergreen tree with a minimum of one and one-half (1 ½) inch caliper visible from the adjacent street and (ii) additional ornamental plants (e.g. shrubs, bushes, flowering plants) on the side of the Residence facing the adjacent street. All plantings in front yards (and side yards of corner Lots) shall be maintained to provide a neat and orderly appearance from the street.

Section 1.32 shall be added to the Declaration as if originally included:

Section 1.32 All Lots and Residences shall be used for single-family residential purposes only. No Residence, Lot or other improvement thereon may be used for hotel, boarding-house or transient uses, including without limitation, uses in which an Occupant is provided customary hotel services such as room service for food and beverage, maid service, bus boy service, furnishing laundry and linen, or similar services. No Residence, Lot or portion of either shall be leased by the day or hour, by room or portion of the dwelling. No Residence, Lot or portion of either shall be leased for short-term leasing via third-party booking agents through services identified as “Air BnB”, “VRBO”, or similarly operating as alternatives to commercial lodging. In addition, except for personal care assistants to an occupant of a Residence to provide personal care assistance to such occupant arising out of a handicap or due to age or infirmity, there shall be no rental to roomers or boarders, which is rental to one or more persons of a portion of a Residence.

Section 1.33 shall be added to the Declaration as if originally included:

Section 1.33 After January 1, 2021, the total number of leased or rented Residences must not be greater than five percent (5%) of the total number of Residences within the Subdivision, on a first come first served basis. Owners who are currently leasing or renting their property on the date the restriction becomes effective shall be exempt from the capacity restriction and Owners must retain ownership and occupy their property for one (1) year before leasing or renting the property to a tenant. Owners who are currently leasing or renting their property on the date the restriction becomes effective shall be exempt from the occupancy period restriction. The Association shall maintain a list of Residences of which Owner has requested in writing that the Residence be registered to be leased. This list shall be used in order of receipt of the request to lease to determine priority if a lease opportunity becomes available pursuant to the leasing provisions of this Declaration. The Owner shall notify the Board of Directors, in writing and in advance, of the intent to register the property as a lease Unit with the Association. Except for personal care assistance as set forth in Section 1.32, no Residence, Lot or other improvement thereon shall be rented or leased for less than an entire Unit. All rental and lease agreements must be in writing and have a minimum contract length of no less than twelve (12) months and shall provide that the lease is subject in all respects to this Declaration, the Bylaws, and shall provide that the failure by the tenant to comply with the terms of this Declaration and the Bylaws shall be a default under the lease. The Board may request that all Leases be submitted to the Association

to confirm compliance with these provisions and may request other conditions of the Lease to comply with the Declarations, Plats, or By-Laws. There shall be no sub-leasing. Prior to the commencement of the term of any lease, the Owner must provide the name(s) of the tenant or tenants, anyone co-occupying the Home (e.g. children of the tenant), all occupants' contact information, including telephone numbers and email address if any, and the lease term, together with providing the Association a copy of the lease and any amendments or future extensions thereof. This registration and tenant information must be supplied to the Association at least annually and at a minimum whenever the tenant changes. The Owner shall be responsible to the Association for any violation of this Declaration or the Bylaws. The Board of Directors may, at their discretion, grant a waiver of these restrictions if enforcement of the restriction would result in extreme financial or personal hardship (e.g. job relocation, divorce, death of a spouse or immediate family member, job loss). No Owner will be permitted to lease or rent his/her Dwelling Unit, if the Owner is delinquent in paying any assessments or other charges due to the Association at the time the lease is entered. No Owner will be permitted to lease his /her Dwelling Unit if the Owner or his / her successor is in violation of the Declarations or the Lot is subject to a judicial lien, recorded lien, or judicial order for injunctive relief.

Article 2

Additional Drainage Easement Restrictions

Except as modified here, this paragraph shall replace Section 2.02 in the Declaration.

Section 2.02 The retention ponds shall be for drainage and passive recreational purposes only. Boating, swimming, wading, ice skating, ice fishing, and sledding are prohibited in, on or above said ponds. Bank fishing is permitted to residents and their guests only and is at their own risk. South Lake ponds are catch and release only. Except as otherwise provided, no person using a pond has the right to cross another Lot or trespass upon property not within a Common Area owned by the Association.

Article 3

Homeowners' Association

Except as modified here, this paragraph shall replace Section 3.03 in the Declaration.

Section 3.03 The management and control of the affairs of the Master Association shall be vested in its Board of Directors. The Board of Directors shall be composed of between three (3) and seven (7) members. The initial members of the Board of Directors shall be selected by Developer. The three (3) initial members of the Board of Directors shall serve until (a) that date which is ninety (90) days after 100% of all Lots within the Expansion Property which have been developed and made a part of the Subdivision as set forth in Article 3.01 have been sold, or (b) Developer elects to turn over control of the Master Association to the Owners, which shall first occur. Upon the incapacity, resignation or death of any initial director, a successor, who shall serve the remaining term of the departed director, shall be appointed by the remaining members of the Board of Directors within three (3) months after the incapacity, resignation or death of the

departed director. Subsequent board members shall be elected by a majority of the Owners as more fully set forth in the Articles of Incorporation and By-Laws for the Master Association. After turnover, at least one board member from each Area shall serve on the board on a continuous basis.

Except as modified here, this paragraph shall replace Section 3.12 in the Declaration.

Section 3.12 At the option of the Master Association, trash and refuse disposal for each Lot will be provided by the Master Association on a weekly basis. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and Residence construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored or maintained outdoors except for such temporary storage necessary for immediate pick up of the trash and, in that event, trash shall be stored in appropriate containers. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse.

Article 4

Architectural Control Committee

Except as modified here, this paragraph shall replace Section 4.02 in the Declaration.

Section 4.02 The three (3) initial members of the Committee shall serve until such time as the Developer turns over control of the Master Association to the Owners, as set forth in Article 3.03 hereof. Any subsequent members shall be appointed by the Master Association and shall serve for terms of three (3) years, except that the first appointed members of the Committee shall serve for staggered terms of one (1), two (2) and three (3) years as directed by the Board of Directors of the Master Association. One member of the Committee shall be from each Area. All members of said Committee shall serve until the expiration of their terms or until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Committee, a successor, who shall serve the remaining term of the departed Committee member, shall be appointed by the Board of Directors of the Master Association within three (3) months after the incapacity, death or resignation of the departed member. After turnover of the Master Association to the Owners by Developer, the Committee shall comprise one lot Owner from each Area at all times. Nothing shall prevent a Board member from serving on the Committee and if in the event no members are appointed to the Committee, the Board shall operate as the Architectural Committee.

Except as modified here, this paragraph shall replace Section 4.05 in the Declaration.

Section 4.05 The Committee's decision shall be in writing and shall be binding upon all parties in interest. The Committee shall approve, disapprove or request additional information with respect to any submitted request for approval within thirty (30) days after said requests have been properly submitted to the Committee for approval. A properly submitted request shall be in writing and shall comply with the provisions of Article 1.02 hereto. If the Committee does not issue an approval within thirty (30) days of submission of a complete Architectural Review request, the

request is deemed denied until such time the Committee issues an approval in writing.

Acknowledgment of Compliance

The undersigned officers of South Lake Homeowners Association, Inc. hereby certify that the affirmative votes of a majority of the Owners in the South Lake subdivision have been obtained in support of this amendment and they further certify that all other conditions precedent to the Thirteenth Amendment of Declaration of Covenants, Conditions and Restrictions for South Lake have been satisfied.

Executed this 15 day of January, 2021.

SOUTH LAKE HOMEOWNERS ASSOCIATION,
INC.

By: Ron Pate
Ron Pate, President

Attest:

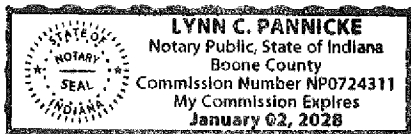
By: John Gantt
John Gantt, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared Ron Pate, President of South Lake Homeowners Association, Inc. and John Gantt, Secretary South Lake Homeowners Association, Inc. who acknowledged the execution of the foregoing Thirteenth Amendment of Declaration of Covenants, Conditions and Restrictions for South Lake.

WITNESS my hand and notarial seal this 15 day of January, 2021.

My Commission expires:
01 1 02 2028



Lynn C. Pannicke
Notary Public
Lynn C. Pannicke
Printed

Residing in Boone County, Indiana

EXECUTED AND DELIVERED in my presence:

Witness: Rachel Browning

Printed: Rachel Browning

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared RACHEL BROWNING, being known to me to be the person whose name is subscribed as a witness to the foregoing Thirteenth Amendment of Declaration of Covenants, Conditions and Restrictions for South Lake, who, being duly sworn by me, deposes and says that said instrument was executed and delivered by Ron Pate, the President of South Lake Homeowners Association, Inc., and John Gantt, the Secretary of South Lake Homeowners Association, Inc., in the above-named subscribing witness's presence, and that the abovenamed subscribing witness has not been compensated to act as a witness.

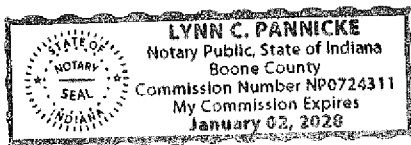
WITNESS my hand and notarial seal this 15 day of JANUARY, 2021.

My Commission expires:
01 10Z 2028

Lynn C. Pannicke
Notary Public

LYNN C. PANNICKE
Printed

Residing in Boone County, Indiana



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.

Jeffrey M. Bellamy
Jeffrey M. Bellamy

This Instrument Prepared By: Jeffrey M. Bellamy Esq., THRASHER BUSCHMANN & VOELKEL, P.C., 151 N. Delaware Street, #1900, Indianapolis, IN 46204.

Return Document To: Jeffrey M. Bellamy, Esq., THRASHER BUSCHMANN & VOELKEL, P.C., 151 N. Delaware Street, #1900, Indianapolis, IN 46204.

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**FOURTEENTH AMENDMENT TO THE
MASTER DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR SOUTH LAKE**

Cross-Referenced Inst. Numbers:

**2005-034016 (Master Declaration of Covenants)
2010-015862 (First Amendment)
2011-006276 (Second Amendment)
2013-000095 (Third Amendment)
2013-000101 (Fourth Amendment)
2014-002876 (Fifth Amendment)
2014-015157 (Sixth Amendment)
2015-005511 (Seventh Amendment)
2016-008624 (Eighth Amendment)
2017-002476 (Ninth Amendment)
2018-006321 (Tenth Amendment)
2018-018688 (Eleventh Amendment)
2020-004825 (Twelfth Amendment)
2021-001697 (Thirteenth Amendment)**

**FOURTEENTH AMENDMENT TO THE
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SOUTH LAKE**

This Fourteenth Amendment to the Master Declaration of Covenants, Conditions and Restrictions for South Lake was executed as of the date set forth below.

WITNESS THE FOLLOWING:

The South Lake subdivision (“South Lake”) located in Johnson County, Indiana was established by a certain “Master Declaration of Covenants, Conditions and Restrictions for South Lake” which was filed December 7, 2005, as **Instrument Number 2005-034016** with the Johnson County Recorder, and which was amended multiple times pursuant to the Instrument Numbers shown on the cover page of this document (collectively referred to as the “Declaration”); and

Plats filed with the County Recorder established the Lots and Common Areas situated within South Lake; and

The original developer of South Lake caused to be incorporated under the laws of the State of Indiana a nonprofit corporation under the name South Lake Homeowners’ Association, Inc. (“Association”) to manage the affairs of South Lake; and

All Owners of Residences and Lots within South Lake are members of the Association; and

The Board of Directors of the Association recommended that the Owners (those being the members of the Association) approve the following amendments; and

At the Association’s semi-annual meeting held on April 25, 2023, a quorum was represented in person and by proxy. After a discussion of the amendments below, the votes cast by the Owners were overwhelmingly in favor of the following amendments.

NOW, THEREFORE, the Declaration is hereby amended as described below:

A. Sections 1.32 and 1.33 of the Declaration are hereby deleted in their entirety and shall not be replaced.

B. A new Article 8 (including Sections 8.1 through 8.12) is hereby added to the end of the Declaration to read as follows:

ARTICLE 8
LEASING RESTRICTIONS

Section 8.1. General Purposes of Leasing Restrictions. The Association's members wish to ensure that the residents within South Lake share the same proprietary interest in and respect of the Lots and the Common Areas and other portions of the community that are maintained by the Association. They also want to encourage residents to not only maintain property values but also to improve them. Thus, the provisions of this Article 8 shall be applicable. Except as allowed by this Article 8, residents of a Lot can only consist of the Owner(s) thereof and members of their immediate family. For purposes of this Article 8, "immediate family" shall only include the Owner's parents, mother-in-law, father-in-law, children, stepparents, stepchildren, or the spouse or "significant other" of an Owner of record.

Section 8.2. "Rental" and "Lease" Defined. This Article 8 is intended to apply to all forms of non-Owner occupancies, except as specifically provided herein. For the purposes of this Article 8, "rented" or "leased," as used interchangeably herein, or any derivative thereof, singular or plural, shall mean leased or rented or occupied, whether or not for compensation of any kind, by anyone other than an Owner of the Lot together with members of his or her immediate family. For a Lot to be "Owner occupied," the titled Owner of the Lot must reside in the Lot as his or her primary place of residence (i.e., at least nine (9) months in a calendar year).

Any Lot owned by a Trustee or by a Fiduciary of an Estate shall not be deemed to be a rental, provided that the resident is the Trustee, the Fiduciary of an Estate, or a beneficiary of the Trust or Estate, and further provided that no rent, payment, service or other consideration is paid or provided to the Owner or any other party or entity in exchange for or in connection with that occupancy. The Trustee or Fiduciary shall submit a certificate to the Association indicating who is authorized to reside on the Lot.

Any occupancy of a Lot that is owned by a corporation, business or other entity (including, without limitation, a partnership, corporation, nonprofit corporation, limited liability company, business or other entity) will be deemed a rental for the purposes of this Article 8.

Section 8.3. Limits on the Number of Rented Lots ("Rental Cap"). No more than twenty-one (21) of the four hundred thirty (430) Lots in South Lake (which is about five percent (5%) may be rented at any given time, except as may be otherwise provided in this Article 8 (the "Rental Cap"). The "Grandfathered Lots" defined and described in Section 8.4 below shall count towards the twenty-one (21) Lot "Rental Cap". If at any time twenty-one (21) Lots are rented, an Owner who wants to rent his or her Lot which is not already rented shall be placed on a waiting list. When an existing tenant moves out, the Owner of that Lot shall immediately notify the Board of Directors or Managing Agent of such fact. Additionally, when an existing tenant moves out, the Owner must re-rent the Lot within sixty (60) days of the tenant

vacating the Lot. If the Owner does not re-rent the Lot within sixty (60) days of the tenant moving out, the Owner will go to the back of the waiting list and that Lot cannot be re-rented until all prior Owners on the waiting list, if any, have had a chance to rent their Lots.

Prior to the execution of any lease, the Owner must notify the Association as to his or her intent to lease the Lot. After receiving such notice, the Board of Directors or the Managing Agent shall advise the Owner if the Lot may be leased or whether the maximum number of Lots within South Lake is currently being leased. If the maximum number of Lots is being leased, the Board or the Managing Agent shall also notify the Owner of that Owner's position on the waiting list.

For any Owner on the waiting list who is notified by the Board of Directors that the Owner's home is eligible to be rented, that Owner shall have sixty (60) days to procure a tenant under a signed lease. If not, that Owner will go to the back of the waiting list.

Section 8.4. Effective Date of Restrictions. Within thirty (30) days of the date on which this Article 8 is recorded in the Johnson County Recorder's Office (the "Recording Date"), the Association will provide written notice to all Owners. The "Rental Cap" and the three-year "Waiting Period" set forth in Section 8.10 shall not apply to the Owner of any Lot which, as of the Recording Date, is rented or leased by its Owner, so long as the Owner-landlord mails or otherwise delivers to the Managing Agent (at the address shown in the notice of the Recording Date), within sixty (60) days after the Recording Date, a copy of each executed lease of such Owner-landlord's Lot(s) which is in effect as of the Recording Date. Such Lots shall be referred to as "Grandfathered Lots". The Owners of such Grandfathered Lots shall not be subject to the Rental Cap or the Waiting Period but shall be subject to the remaining provisions of this Article 8. However, when the Owner of record of any Grandfathered Lot sells, transfers or conveys such Lot to another Owner, inclusive of any transfer of title to a related or alternatively held entity owned by the same Owner, after the Recording Date, such Lots shall immediately become subject to the Rental Cap and Waiting Period. The failure of any Owner of a rented Lot to deliver a copy of such pre-Recording Date lease within said sixty (60) day period shall result in said Owner's Lot being subject to the Rental Cap and Waiting Period (from and after the date of expiration of such pre-Recording Date lease). Any Lot falling under the exception of this Section 8.4 shall, nevertheless, be counted as one (1) of the twenty-one (21) Lots that may be rented.

Section 8.5. Hardship Exceptions and Waiver. If an Owner wishes to rent his or her Lot, but the Rental Cap has been reached, the Owner may submit a written request to the Board of Directors to waive the "Rental Cap" if the Owner establishes to the Board's satisfaction that the "Rental Cap" will cause undue hardship. If a majority of the entire Board of Directors approves in writing of the Owner's request, the Owner may rent said Lot, subject to any further conditions or limitations imposed by the Board in its discretion, but only if the Owner satisfies all other requirements of Article 8. Such decision is at the sole discretion of the Board. Examples of an undue hardship may include:

- i. Temporary relocation of the residence of an Owner to a point outside of a two hundred (200) mile radius of the perimeter of South Lake made necessary due to a change of employment of at least one (1) of such Owners;
- ii. The Owner is a reservist in the United States Armed Forces who is called to temporary active duty or is active-duty personnel in the United States Armed Forces, and is temporarily deployed;
- iii. Death of an Owner; or
- iv. Divorce or marriage of an Owner.

The Board may approve or deny such requests as it deems appropriate on a case-by-case basis.

Section 8.6. General Lease Conditions.

- i. All leases, including renewals, must be in writing, and no lease shall be entered into for an initial term of less than one (1) year without the prior written approval of the Board. Owners cannot lease, rent or operate their Lot on a hotel, transient or short-term rental basis, which is defined as a term of less than one (1) year. This short-term rental prohibition includes, without limitation, the use of a short-term rental platform through which unaffiliated parties offer to rent a Lot, home or portion thereof to an occupant and collects consideration for the rental from the occupant (for example, Airbnb or VRBO).
- ii. A copy of each executed lease by an Owner (including the renewal of a lease) which identifies the tenant (but which may have the rental amount deleted as well as personal identifying information such as social security numbers) shall be provided to the Board or the Managing Agent by the Owner within fifteen (15) days after execution. Failure to do so will result in the loss of their rental approval status and the Owner will be placed at the end of the waiting list if applicable. Additionally, the Owner must provide to the Board or Managing Agent the names and contact information of all tenants and other adults who will live in the home, including telephone numbers and email addresses, if any.
- iii. No portion of any Lot other than the entire Lot shall be leased or rented for any period. No subleasing is permitted.
- iv. All leases must be made expressly subject and subordinate in all respects to the terms of this Declaration, the By-Laws, the Plats, Articles of Incorporation, and rules and regulations, all as amended (collectively referred to hereafter as the “Governing Documents”) to the same extent as if the tenant were an Owner and member of the Association. The Owner shall supply copies of such Governing Documents to the tenants prior to the effective date of the lease and shall provide

to the Board or Managing Agent proof that such copies were provided to the tenants at such time as a copy of the executed lease is provided to the Board or the Managing Agent.

- v. All leases shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Lot. If such provision is not in the lease, it will be deemed to be in such lease.
- vi. The Owner cannot be delinquent in the payment of any assessments or other charges to the Association. If at any time an Owner becomes delinquent, the Board may revoke said Owner's right to lease the Owner's Lot, even if during the term of a lease.
- vii. Owners must provide the Board of Directors or Managing Agent with the name of the tenant(s) and any other adult residents living in the Lot, together with the phone numbers and email addresses of the tenant(s) and other adult residents. Also, the Owner must provide the Board of Directors or Managing Agent with the Owner's contact information including current address, phone number and email address.
- viii. To be eligible to lease his or her Lot, the Owner cannot be in violation of any provisions of the Governing Documents. If at any time an Owner violates any such provisions through the actions or omissions of the Owner's tenant, the Board shall have the right to revoke said Owner's right to lease the Owner's Lot, even if during the term of a lease, so long as the Board has given the Owner written notice of the violation and a reasonable opportunity to come into compliance with the Governing Documents.
- ix. To ensure any leased property is properly maintained during the term of the lease, in addition to providing a copy of the lease to the Association, the Owner must also provide a copy of the service plan for the property, to include mowing, fertilization, weed control, trimming, and landscape bed maintenance. This plan must include frequency for each item as well as the service provider that will be providing said services to the property for approval by the Association.

Section 8.7. Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association for compliance with the provisions of the Governing Documents, or from the Owner's liability to the Association for payments of assessments or any other charges.

Section 8.8. Violations. Any lease or attempted lease of a Lot in violation of the provisions of this Article 8 shall be voidable at the election of the Association's Board of Directors or any other Owner, except that neither party to such lease may assert this provision of Article 8 to avoid its obligations thereunder. In the event of a violation, the Board, on behalf of

the Association, or any Owner, shall have the right to exercise any and all available remedies at law or equity, including, without limitation, bringing an action for injunctive relief to remove the tenant(s). In the event of a violation of this Article 8, the Association shall be entitled to recover all legal fees and costs of enforcement, including, but not limited to, attorney fees and court costs, from the violating Owner.

Section 8.9. Burden of Proof. If at any time a Lot is not occupied by one of the Owners thereof, there shall be a presumption that the Lot is being leased and subject to the provisions of this Article 8, and the Owners shall have the burden of proving to the satisfaction of the Board that the occupancy is not in violation of this Article 8, including, but not limited to, providing a written statement of the nature and circumstances of the occupancy pursuant to a rent to buy contract or similar arrangement or pursuant to any option to purchase by anyone other than an Owner shall be deemed to be a lease subject to the restrictions of this Article 8. Any land contract for sale must be recorded with the Johnson County Recorder to be deemed valid. If such land contract, or validly-executed memorandum thereof, is not recorded at the time of execution, it will be considered a rental agreement for the purposes of this Article 8.

Section 8.10. Three Year Waiting Period (the "Waiting Period"). In addition to all other provisions of this Article 8, for a period of at least three (3) years after an Owner's acquisition of title to a Lot, the Lot must be "Owner Occupied" meaning that said Owner must own and reside in the Lot as his or her primary place of residence (i.e., at least nine (9) months in a calendar year) before he or she can lease such Lot. After such time, said Lot will be eligible to be leased if all other conditions of this Article 8 are satisfied and the Rental Cap has not already been reached, and provided that the owner is not delinquent in the payment of any assessments or other charges to the Association or in violation of any of the Governing Documents. The Board may, at its sole discretion, grant exceptions to the Waiting Period upon an Owner's showing of undue hardship, as set forth in Article 8, Section 8.5 herein.

Section 8.11. Institutional Mortgagees. The provisions of this Article 8 shall not apply to any institutional mortgagee (such as a bank or mortgage company) which comes into possession of a Lot. However, when a Lot is sold or conveyed by such an institutional mortgagee to a subsequent purchaser, that subsequent purchaser or Owner shall be bound by the provisions of this Article 8.

Section 8.12. Crime Free Condition. No Tenant (which term in this Section shall include any member of the tenant's household or a guest or other person under the tenant's control) shall engage in criminal activity, including drug-related criminal activity, within any portion of South Lake, including any home or Lot. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802). No Tenant shall engage in any act intended to facilitate criminal activity, including drug-related criminal activity, within any portion of South Lake, including any home or Lot. No Tenant shall permit any home or Lot to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such

activity is a member of the Tenant's household or a guest. No Tenant shall engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, as defined in Ind. Code 35-48, at any location, whether on or near the Owner's Lot, the South Lake property or otherwise. No Tenant shall engage in any illegal activity, including prostitution as defined in Ind. Code 35-45-4-2, criminal street gang activity as defined in Ind. Code 35-45-9-1, threatening or intimidating as prohibited by Ind. Code 35-45-2-1, battery as prohibited by Ind. Code 35-42-2-1, including but not limited to the unlawful discharge of firearms, within any portion of South Lake, or any other activity that otherwise jeopardizes the health, safety and welfare of any other South Lake resident or involving imminent or actual serious property damage. Violation of any of the above shall constitute grounds for the Association to seek equitable relief against the applicable Owner and Tenant for the immediate termination of the lease and the vacation of the premises by the Tenant.

C. Except for the above, all other provisions of the Declaration shall remain unchanged.

D. The foregoing amendment shall run with the land and shall be binding upon all Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of all successors in title to any real estate in South Lake.

E. The undersigned officers of the Association hereby represent and certify that all requirements for and conditions precedent to this Fourteenth Amendment to the Declaration have been fulfilled and satisfied.

[signature page follows]

Date: 4/26/2023

South Lake Homeowners' Association, Inc., by:

Angela Stephens
Angela Stephens, President

Attest:

John Gantt
John Gantt, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF Johnson)

Before me, a notary public, in and for said County and State, personally appeared Angela Stephens and John Gantt, the President and Secretary, respectively, of South Lake Homeowners' Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the certifications and representations made therein are true. Witness my hand and notarial seal this 26 day of April, 2023.

Jennie Singh
Notary Public - Signature

Jennie Singh
Printed

My Commission Expires: July 15, 2023

Residence County: Johnson

"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." /s/ P. Thomas Murray, Jr., Esq.

This instrument prepared by P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.

