

**Cross Reference:     Instrument No. 00300407  
                          Instrument No. 0402877  
                          Instrument No. 0500988  
                          Instrument No. 200600006833**

**NEIGHBORHOOD DECLARATION FOR THE TOWNHOMES NEIGHBORHOOD OF  
STONEGATE SUBDIVISION**

THIS NEIGHBORHOOD DECLARATION ("Townhomes Neighborhood Declaration"),  
made and entered into this \_\_\_\_ day of January, 2007, by Reitz Group, Inc. ("Declarant"),

WITNESSETH:

WHEREAS, Stonegate is a community currently under development in Eagle Township,  
Boone County, Indiana ("Stonegate"), which is planned upon completion to include various  
residential neighborhoods, limited office, professional and other commercial uses, and, in  
particular for purposes hereof, a neighborhood consisting of buildings containing connected  
townhomes, each on a separately platted lot ("Townhome Lot") located within a ("Block Lot"),  
with landscaping and certain other maintenance services provided to Townhome Lot Owners  
(the "Townhomes Neighborhood");

WHEREAS, on or about January 6, 2003, Declarant recorded a Declaration of  
Covenants, Conditions and Restrictions for the Stonegate Community in the Boone County  
Recorder's Office as Instrument No. 0300407 ("Declaration");

WHEREAS, on or about March 11, 2004, a Supplement to and Amendment of  
Declaration of Covenants, Conditions and Restrictions for the Stonegate Community was  
recorded in the Boone County Recorder's Office as Instrument No. 0402877 ("First  
Amendment"), and on or about January 26, 2005, a Second Supplement to and Amendment of  
Declaration of Covenants, Conditions and Restrictions for the Stonegate Community was

recorded in the Boone County Recorder's Office as Instrument No. 0500988 ("Second Amendment"), and, a Third Supplement to and Amendment of Declaration of Covenants Conditions and Restrictions for the Stonegate Community was recorded in the Boone County Recorder's Office as Instrument No. \_\_\_\_\_ ("Third Amendment");

WHEREAS, Declarant desires to convey the Townhome Lots within the Townhomes Neighborhood subject to certain further (in addition to, not in substitution of those imposed by the Declaration, First Amendment, Second Amendment and/or Third Amendment, as applicable) easements, restrictions, covenants, conditions and charges as hereinafter set forth, which take into account the Lot Maintenance Obligations and Exterior Maintenance Obligations (as such terms are hereinafter defined) imposed hereby with respect to the Lots in the Townhomes Neighborhood;

WHEREAS, Section 2.03 of the Declaration provides for Declarant's right to establish neighborhoods within Stonegate subject to Neighborhood Declarations,

NOW, THEREFORE, in consideration of the foregoing, the Declaration is hereby supplemented, amended and changed with respect to that part of Stonegate consisting of the Townhomes Neighborhood and comprised of the Townhome Lots (as hereinafter defined), to impose the easements, restrictions, covenants, conditions and charges contained herein, which shall run with the land and shall become binding on all persons, firms, corporations or other legal entities hereafter acquiring any right, title or interest in a Townhome Lot:

## ARTICLE I

### Townhomes Neighborhood

Section 1.1. Townhomes Neighborhood. The Townhomes Neighborhood shall consist of those Block Lots in Stonegate more particularly identified on Exhibit "A" attached

hereto and made a part hereof upon each of which may be constructed a grouping of connected townhomes, each on a Townhome Lot, which shall be subject to a General Maintenance Assessment (as hereinafter defined), Special Maintenance Assessment (as hereinafter defined) and certain other assessments as herein described to satisfy the Lot Maintenance Obligations and Exterior Maintenance Obligations imposed hereby with respect to the Townhome Lots. For purposes hereof, a "Townhome" shall mean any structure of two or more stories for single family occupancy, connected to one or more similar structures, all constructed on a Block Lot, together with the individual Townhome Lot conveyed therewith and upon which located, as depicted on a further plat of a Block Lot recorded in the Boone County Recorder's Office.

Section 1.2. Lot Improvement Strictly Controlled. No Block Lot or Townhome Lot shall be developed or improved, nor shall any Building or structure of any type or kind be constructed placed, altered or permitted to remain thereon (including, without limiting the generality of foregoing, any excavation, grading or other site work, alteration of existing topography or removal of existing landscaping in connection with initial construction thereon) without full compliance with the requirements set forth in the Declaration as amended from time to time, and, in particular (without limiting the generality of the foregoing) compliance with the requirements set forth in Article VI of the Declaration. Buildings constructed upon any Block Lot shall also satisfy the requirements of certain Commitments recorded on or about November 11, 2000, in the Boone county Recorder's Office as Instrument No. 0011328 (the "Commitments"), as well as the conditions, if any, imposed upon a Block Lot or Townhome Lot in connection with any other land use approvals required and obtained to permit

development thereof, any whether imposed by the Boone County Area Plan Commission and/or Board of Zoning Appeals.

## ARTICLE II

### The Townhomes Maintenance Association

Section 2.1. The Townhomes Maintenance Association Established. A nonprofit corporation shall be established in accordance with the guidelines hereafter set forth, for the purpose of: (i) assessing, collection and expending General Maintenance Assessments and Special Maintenance Assessments; and, (ii) fulfilling the Lot Maintenance Obligations and the Exterior Maintenance obligation. Such non-profit corporation shall be named The Stonegate Townhomes Maintenance Association, Inc." (hereafter "Townhomes Maintenance Association and/or sometimes referred to as "TMA"). The Townhomes Maintenance Association shall exist in addition to and independently of the Stonegate Community Property Owners Association, Inc. (hereafter "Stonegate Association") identified in the Declaration. The Owners of Townhomes constructed on a Townhome Lot shall elect a Board of Directors of the Townhomes Maintenance Association (hereafter "TMA Board") as prescribed by the Townhomes Maintenance Association's Articles of Incorporation and By-Laws. The TMA Board shall manage the affairs of the Townhomes Maintenance Association. Directors need not be members of the Townhomes Maintenance Association.

## ARTICLE III

### Maintenance

Section 3.1 Maintenance by Owners. The Owner of each Townhome shall furnish and be responsible and pay for all Townhome Maintenance, repairs and landscaping other than as specified in Section 3.02 and 3.03 below, or in Article V hereof.

Section 3.2 Lot Maintenance Obligations. Subject to the receipt of General Maintenance Assessments, the Townhomes Maintenance Association shall provide, subject to reasonableness, and shall pay for, the following landscape maintenance and other services with respect to, and only with respect to, a Townhome Lot, and only after a Townhome has been substantially completed thereon and the Townhome Lot has been fully landscaped:

- A. Periodically, mow and trim grass located on the Lot;
- B. Generally remove (in the fall, at its reasonable discretion after most, if not all, have fallen) leaves from the Lot;
- C. Generally remove, within a reasonable period of time taking into account weather conditions, snow which accumulates in excess of two inches (2") from the public sidewalk adjacent to a Townhome Lot, from the driveway, and from the walkways that extends from the public sidewalk or alley to the front or rear porch or deck of each townhome on a Townhome Lot;
- D. Once each year: (i) mulch and edge the planting beds located on the Townhome Lot; and, (ii) trim and edge along streets, sidewalks; and driveways; and,
- E. Provide for: (i) simple startup and shutdown of the irrigation system located on each Lot in the spring and fall of the year, the repair and replacement of which shall otherwise be the responsibility of the Townhome Owners of connected Townhomes on the same Block Lot; (ii) pruning of shrubs as needed, but no more than two (2) times each year; (iii) weeding of plant mulch beds as reasonably required; and, (iv) lawn fertilization three (3) times each year and lawn weed control as reasonably required.

Section 3.3 Exterior Maintenance Obligations. Subject to the receipt of General Maintenance Assessments, the Townhomes Maintenance Association shall provide, subject to reasonableness, and shall pay for, the following exterior maintenance with respect to, and only

with respect to, a Townhome constructed on a Townhome Lot, and only following substantial completion of construction and of related improvements thereon:

- A. Periodic Painting and power washing of exterior doors and siding, exterior trim, decks, railings, gates and fences comprising original improvements constructed upon a Townhome Lot (or approved replacements).
- B. Minor, non-structural repairs to exterior trim boards, exterior siding, facades, railings, gates, decks and fences comprising a part of original improvements constructed upon a Townhome Lot (or approved replacements).
- C. Maintenance of (including bulb replacement) exterior free-standing lighting fixtures and exterior lighting fixtures (including flood lights) which are building mounted as a part of original construction (or approved replacements).

Exterior Maintenance Obligations shall in no event include: (i) touch-up of painted surfaces between periodic repainting; (ii) door or window locks; (iii) windows or window sashes (including glass cleaning or replacement); (iv) replacement or cleaning of glass in doors; (v) any structural or roof repairs or replacements, which shall be the collective responsibility of the Townhome Owners of connected Townhomes on the same Block Lot; or (vi) any repairs or replacements covered by insurance, or by Article V of this Townhomes Neighborhood Declaration. Repairs or maintenance necessitated by a Townhome Owner's own negligence, misuse or neglect may be assessed by the Townhomes Maintenance Association against the offending Townhome Owner for payment along with the General Maintenance Assessment (or installment thereof) which is otherwise next due and payable.

Section 3.4 Townhome Owner Cooperation Required. Each Townhome Owner shall cooperate with the Townhomes Maintenance Association as and when needed so that the Lot Maintenance Obligations and Exterior Maintenance Obligations can be discharged safely and without any obstructions or interference which causes delays and/or increased costs. As a part of the foregoing (and without limiting the generality thereof) a Townhome Owner shall not permit pets, children or activities of any kind in areas where Lot Maintenance Obligations and/or

Exterior Maintenance Obligations are scheduled and/or underway, and shall not place lawn furniture, statuary ornaments or other obstructions which inhibit lawn mowing or leaf collection through the use of mechanized equipment. If obstructions or interference exist, the Townhomes Maintenance Association shall have the right, at its sole option, to either: (i) suspend performance of any further Lot Maintenance Obligations or Exterior Maintenance Obligations until removed and without relieving a Townhome Owner from the continuing obligation to pay General Maintenance and other assessments as and when due; or (ii) proceed and assess the increase in cost for payment along with the General Maintenance Assessment (or installment thereof) which is otherwise next due and payable by the Townhome Owner involved.

Section 3.5 General Maintenance Assessment. The Declaration provides for Annual, Special, Specific and Neighborhood Assessments. In addition, and in order to provide money to fund the Lot Maintenance Obligations and Exterior Maintenance Obligations, establish a reserve fund, and provide for the operation of the Townhomes Maintenance Association, each Owner of a Townhome shall also be assessed and shall pay an additional General Maintenance Assessment commencing in the month Lot Maintenance Obligations and Exterior Maintenance Obligations are assumed by the Association with respect to a Townhome Lot hereunder, and otherwise in the amount and subject to increase as follows:

- A. Until January 1 of the year immediately following the conveyance of the first Townhome to an Owner for initial occupancy as a single family home, the maximum General Maintenance Assessment per Townhome Lot shall be Forty-Five Dollars (\$45.00) per month;
- B. From and after January 1 of such year, the General Maintenance Assessment may be increased each calendar year by not more than five percent (5%) per month above the monthly assessment for the previous year without a vote of the members of the Townhomes Maintenance Association.
- C. From and after January 1 of such year, the General Maintenance Assessment may be increased each calendar year by more than five percent (5%) above the monthly General Maintenance Assessment for the previous year, with the approval of at

least sixty percent (60%) of the votes entitled to be cast by those members of the Townhomes Maintenance Association who cast votes in person or by proxy at a meeting duly called for such purpose.

- D. Written notice of any meeting called for the purpose of taking any action hereunder shall be sent to all members of the Townhomes Maintenance Association at least fifteen (15) days and no more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of members of the Townhomes Maintenance Association or of proxies entitled to cast fifty-one percent (51%) of the total number of votes entitled to be cast (Class A and Class B votes combined) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement.

Section 3.6 Uniform Rate of Assessment. The General Maintenance Assessment must be fixed at a uniform rate for all Townhomes located upon improved and landscaped Townhome Lots.

Section 3.7 Date of Commencement of Maintenance Assessment. Due Dates. The General Maintenance Assessment provided for herein shall commence as to the Townhome Lots located on each Block Lot upon the substantial completion of construction of at least one Townhome in a building containing connected Townhomes located on such Block Lot. The TMA Board shall fix any increase in the amount of the monthly assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the General Maintenance Assessment, and such other assessment notices as the TMA Board shall deem appropriate, shall be sent by the TMA Board to every Owner of a Townhome. The due dates for all assessments, and the assessment and collection period (i.e., annual, monthly, lump-sum or otherwise), shall be established by the TMA Board.

Section 3.8 Assessment Status – Certificates. The Townhomes Maintenance Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an Officer of the Townhomes Maintenance Association setting forth the status of the payment of General Maintenance Assessments and/or other assessments permitted hereunder

(if any, as may be applicable) with respect to a specified Townhome Lot. A properly executed certificate from the Townhomes Maintenance Association regarding the status of such assessments for any Townhome Lot shall be binding upon the Townhomes Maintenance Association as of the date of its issuance. The Townhomes Maintenance Association shall have the right to charge a reasonable fee to provide such certificate.

Section 3.9 Special Maintenance Assessments. In addition to the General Maintenance Assessment authorized above, the TMA Board may levy a Special Maintenance Assessment against Townhome Lots in any calendar year applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Townhomes Maintenance Association is required to maintain, or to recover any operating deficits which the Townhomes Maintenance Association may from time to time incur, provided that any such assessment shall have the approval of at least sixty percent (60%) of the votes entitled to be cast by those members of the Townhomes Maintenance Association who cast votes in person or by proxy at a meeting duly called for such purpose.

Section 3.10 Creation of the Lien and Personal Obligation of Assessments. Declarant for each Townhome Lot and each Townhome located thereon, hereby covenants, and each owner of any Townhome Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Townhomes Maintenance Association: (i) General Maintenance Assessments; (ii) Special Maintenance Assessments; and (iii) other amounts assessable as provided for herein; such assessments to be established and collected as hereinafter provided. All such assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Townhome Lot and shall be a continuing lien upon each

Townhome Lot, and shall be in addition to the assessments due and payable under the terms of the Declaration. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of a Townhome at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 3.11 Effect of Nonpayment of Assessment: Remedies of the Townhomes Lot Maintenance Association. If any General Maintenance Assessment (or, periodic installment of such assessment, if applicable), Special Maintenance Assessment or other amount assessable hereunder is not paid on or before the due date as required by this Townhomes Neighborhood Declaration, then the entire unpaid balance (together with interest thereon, costs and attorneys' fees) shall become delinquent and shall constitute a continuing lien on the Townhome Lot and the Townhome constructed thereon to which applicable, binding upon the then Owner, his heirs, devisees, successors and assigns. If any General Maintenance Assessment, Special Maintenance Assessment or other amount assessable hereunder is not paid by the due date, a late fee shall be automatically assessed in an amount determined and published from time to time by the TMA Board, and if not paid within thirty (30) days after the due date, such assessment (together with the accrued late fee, if any) shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and the Townhomes Maintenance Association shall have the right, without notice or demand, to bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the applicable Townhome Lot, or both. In such event, there shall be added to the amount of such assessment the costs and attorney's fees of preparing and filing the complaint and prosecuting such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, costs of the action and

reasonable attorneys' fees to be fixed by the Court. For purposes hereof, any Court in Boone County, Indiana having subject matter jurisdiction shall be deemed to have continuing jurisdiction and shall represent the place of preferred venue for any action against an Owner hereunder, notwithstanding such Owner's then place of residence, and whether at the time suit is brought located within or without Boone County or the State of Indiana. By acceptance of a deed to a Townhome Lot, each Owner shall be deemed to conclusively accept the Courts of Boone County, Indiana as the place of preferred venue in the event any action is brought by or against an Owner hereunder.

Section 3.12 Subordination of the Lien to Sale or Transfer. The lien of the assessments provided for in this Townhomes Neighborhood Declaration shall be subordinate to: (i) the lien of any first mortgage' and, (ii) any assessments due and owing under the Declaration. The sale or transfer of any Townhome Lot pursuant to the foreclosure of any first mortgage on such Townhome (without the necessity of joining the Townhomes Maintenance Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Townhome Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Townhome Lot from liability for any assessments thereafter becoming due from the lien thereof, and, except as hereinabove provided, the sale or transfer of any Townhome Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by the effect of a binding certificate from the Townhomes Maintenance Association, issued pursuant to Section 3.05 hereof, respecting whether or not assessments have been paid, in whole or in part, as applicable.

## ARTICLE IV

### Lot Maintenance Association Membership and Voting

Section 4.1. Membership. Every Owner of a Townhome Lot shall be a member of the Townhomes Maintenance Association. Membership in the Townhomes Maintenance Association shall be appurtenant to and may not be separated from ownership of any Townhome Lot. Declarant shall also be a member.

Section 4.2. Classes of Membership and Voting Rights. The Townhomes Maintenance Association shall have the following two classes of voting membership:

Class A. Class A members of the Townhomes Maintenance Association shall be all of the Owners of Townhome Lots, with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Townhome Lot owned. When more than one person holds an interest in any Townhome, all such persons shall be members. The vote for such Townhome Lot shall be exercised as the members holding an interest therein determine among themselves, but in no event shall more than one vote be cast with respect to any Townhome Lot. If two or more owners of a Townhome Lot do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose.

Class B. The Class B member of the Townhomes Maintenance Association shall be the Declarant. The Declarant shall be entitled to: (i) five (5) votes for each Townhome Lot owned by the Declarant; and, (ii) five (5) votes for each Townhome Lot owned by the developer thereof who is actively seeking the sale of such Townhome Lot to an owner-occupant. For purposes of this calculation, it shall be assumed that Declarant initially owns all Townhome Lots constructed or proposed for construction upon the Townhome Block Lots, which number shall decrease as Townhome Lots are conveyed to an Owner. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier: (a) when the total number of votes outstanding in the Class A membership is equal to the total number of votes outstanding in the Class B membership; (b) December 31, 2015; or, (iii) when Declarant, by written notice to the TMA Board, voluntarily relinquishes Class B membership.

## ARTICLE V

### Party Walls

Section 5.1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a grouping of connected Townhomes upon a Block Lot and placed on the dividing line between individual Townhome Lots into which further subdivided shall constitute a party wall ("Party Wall"), and, to the extent not inconsistent with the provisions of this Article, the general rules of Indiana law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 5.2. Sharing of Repair and Maintenance and Destruction by Fire or Other Casualty. The cost of routine repair and maintenance of a Party Wall shall be shared equally by the Owners who make use of the Party Wall. If any such Party Wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, its agents, family, household or guests (including ordinary wear and tear and deterioration from lapse of time), then in such event both such adjoining Owners shall proceed forthwith to rebuild or repair the structural components of such Party Wall, sharing equally the cost thereof, and each individual Owner shall proceed forthwith to rebuild or repair the non-structural components of such Party Wall in proportion of their respective uses of the Party Wall. Any and all such reconstruction and/or repairs shall be completed immediately to the extent that the failure to commence and/or complete such reconstruction and/or repairs would result in an immediate risk to human health and/or safety. All other reconstruction and/or repairs shall commence and proceed to completion as soon as practical, and in any event within one hundred twenty (120) days following the casualty or other event that damaged or destroyed such Party Wall, unless a longer period of time is approved by the TMA Board. If the damage is of such a nature that it

has resulted, or will (if left uncorrected) result in damage or destruction of a Party Wall, the reconstruction and/or repairs shall commence and proceed to completion as soon as practical, and in any event within one hundred eight (180) days following initial discovery. Any and all such reconstruction and/or repair shall be made in compliance with all requirements of Local Governing Authorities and otherwise in compliance with all applicable laws to the same or better condition as existed prior to such damage or destruction.

Section 5.3. Repairs for Damage Caused by One Owner. If a Party Wall is damaged or destroyed through the act of one or more adjoining Owners, or their respective agents, families, household members or guests (collectively the "Offending Parties"), whether or not such act is intentional, inadvertent, negligent or otherwise, so as to deprive another adjoining Owner of the full use and enjoyment of a Party Wall, then the Owner(s) of the Townhome(s) associated with the Offending Parties, shall forthwith proceed to rebuild and restore the same in the manner and within the time otherwise required under Section 5.2 above, without cost to any adjoining Owner.

Section 5.4. Other Changes. In addition to meeting the other requirements imposed by this Article V and of any building code or similar regulation or ordinance, any Owner proposing to modify, make additions to or rebuild a Dwelling Unit in any manner which requires the extension of or any other alteration to a Party Wall shall, before proceeding with any work in connection therewith: (i) submit detailed plans of the modifications or additions proposed (the "Plans") to, and obtain the written approval of, the Stonegate Association as required by the Declaration; and, (ii) upon receipt of approval from the Stonegate Association, also obtain the written approval of all adjoining Owners, whose approval shall not be unreasonably withheld. If an adjoining Owner has not responded in writing to a request for approval within thirty (30) days

following receipt of a written request (together with the required Plans as approved by the Stonegate Association), given by registered or certified mail, return receipt requested, the approval thereof shall be deemed given as otherwise required herein.

Section 5.5. Right to Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Article V shall be appurtenant to the real estate comprising each Townhome Lot and shall pass to such Owner's successors in title.

Section 5.6. Dispute. In the event of a dispute between Owners with respect to the repair or rebuilding of a Party Wall or with respect to the sharing of the cost thereof, then, upon the written request of one or more of such Owners addressed to the Stonegate Association, the matter shall be submitted to the TMA Board, who shall decide the dispute after notice to all affected Owners, and the opportunity to be heard pursuant to rules adapted and published by the TMA Board.

## ARTICLE VI

### Amendment and Construction

Section 6.1 Amendment and Construction. Notwithstanding anything herein to the contrary or in the Declaration, this Townhomes Neighborhood Declaration may only be amended or modified as follows: (i) **until January 1, 2017**, by an instrument duly executed (and recorded in the Boone County Recorders Office) by Declarant and by at least fifty-one percent (51%) of the then Owners of the Townhome Lots; and, (ii) **on or after January 1, 2017**, by an instrument duly executed (and recorded in the Boone County Recorder's Office) by at least seventy-five percent (75%) of the then owners of the Townhome Lots.

Section 6.2 Conflict With Declaration. In the event of a conflict between this Townhomes Neighborhood Declaration and the Declaration which cannot be reasonably

reconciled, the Declaration shall control. Terms not defined herein shall have the meaning prescribed by the Declaration.

IN WITNESS WHEREOF, Reitz Group, Inc. has caused this Neighborhood Declaration for the Townhomes Neighborhood of Stonegate Subdivision to be entered into on the day and in the year first above written for recordation in the office of the Recorder of Boone County, Indiana.

Reitz Group, Inc.

By: \_\_\_\_\_

Lawrence A. Reitz, II

“Declarant”

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF BOONE        )

Before me, a Notary Public in and for said County and State, personally appeared Lawrence A. Reitz, II, duly authorized on behalf of Reitz Group, Inc., who, after having been duly sworn, acknowledged the execution of the foregoing Neighborhood Declaration for the Townhomes Neighborhood of Stonegate Subdivision for and on behalf of such corporation.

WITNESS, my hand and Notarial Seal this \_\_\_\_ day of January, 2007.

\_\_\_\_\_  
(                    ) Notary Public

My Commission Expires:

My County of Residence:

\_\_\_\_\_

\_\_\_\_\_

CONSENT AND AGREEMENT TO BE BOUND

The undersigned, Lawrence A. Reitz and Carol Reitz, individually and as husband and wife, and as owners of the real estate which comprises the Townhomes Neighborhood, herby consent to the Neighborhood Declaration for the Townhomes Neighborhood of Stonegate Subdivision ("Townhomes Neighborhood Declaration"), declares that all lands and Lots therein shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the Covenants, Conditions, Reservations, charges, liens and restrictions contained within the Townhomes Neighborhood Declaration, shall run with the real estate,, and which shall be binding on each party from time to time having any right, title or interest in all or any part of the real estate or any Lot or Lots into which subdivided, together with his, her or it heirs or beneficiaries, successors, assigns and personal and legal representatives, and which covenants, conditions, reservations, charges, liens and restrictions shall inure to the benefit of the owners from time to time of the real estate and/or any Lot or Lots into which subdivided and their successors in title.

Lawrence A. Reitz and Carol Reitz

By: \_\_\_\_\_  
Lawrence A. Reitz, II, pursuant to Power  
of  
Attorney

STATE OF INDIANA \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

Appeared before me a Notary Public, Lawrence A. Reitz, II, duly authorized pursuant to power of attorney to act on behalf of Lawrence A. Reitz and Carol Reitz, as owners of Townhome Lots comprising the Townhomes Neighborhood of Stonegate Subdivision, who executed the foregoing Consent and Agreement to be Bound on their behalf.

DATED THIS \_\_\_\_\_ DAY OF January 2007.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_ Notary Public

CONSENT AND AGREEMENT TO BE BOUND

The undersigned, The Townhomes of Stonegate, LLC, an Indiana Limited Liability Company, as an owner of part of the real estate which comprises the Townhomes Neighborhood, hereby consents to the Neighborhood Declaration for the Townhomes Neighborhood of Stonegate Subdivision ("Townhomes Neighborhood Declaration"), declares that all lands and Lots therein now owned by it shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the Covenants, Conditions, Reservations, charges, liens and restrictions contained within the Townhomes Neighborhood Declaration, which shall run with the real estate, and which shall be binding on each party from time to time having any right, title or interest in all or any part of the real estate or any Lot or Lots into which subdivided, together with his, her or it heirs or beneficiaries, successors, assigns and personal and legal representatives, and which covenants, conditions, reservations, charges, liens and restrictions shall inure to the benefit of the owners from time to time of the real estate and/or any Lot or Lots into which subdivided and their successors in title.

The Townhomes of Stonegate, LLC

By: \_\_\_\_\_  
Timothy M. Trittin, a Managing  
Member

STATE OF INDIANA \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

Appeared before me a Notary Public, Timothy M. Trittin, a Managing Member of The Townhomes of Stonegate, LLC, an Indiana Limited Liability Company, on whose behalf as an owner of part of the real estate which comprises the Townhomes Neighborhood, executed the foregoing Consent and Agreement to be Bound.

DATED THIS \_\_\_\_\_ DAY OF January 2007.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_ Notary Public

This instrument prepared by: Michael C. Cook, Attorney at Law, Wooden & McLaughlin,  
One Indiana Square, Suite 1800, Indianapolis, Indiana 46204.

EXHIBIT A

The Townhomes Neighborhood consisting of \_\_\_\_\_ Lots as follows:

Lots No. \_\_\_\_\_ to, thru and including Lot No. \_\_\_\_\_ in  
Stonegate Section X, a Subdivision in Boone County, Indiana, as  
evidenced by the Plat thereof duly recorded on  
\_\_\_\_\_, \_\_\_\_\_, 2006 as Instrument No.  
\_\_\_\_\_ in Book \_\_\_\_\_ at Pages  
\_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.