

2022052129 AMEN \$25.00
10/27/2022 03:34:38PM 100 PGS
Jennifer Hayden
Hamilton County Recorder IN
Recorded as Presented

CDH



**THE SECOND AMENDED AND RESTATED
MASTER DECLARATION AND
GENERAL PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE BRIDGEWATER CLUB**

Cross Referenced
Instrument Numbers:
200300005871
2019002639
(additional cross references
are found on page 6)

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I. DEFINITIONS _____	7
ARTICLE II. DECLARANT’S RIGHTS AND POWERS _____	19
2.01 General Provisions _____	19
2.02 Additions to the Property _____	20
2.03 Concept Plan _____	20
2.04 Enforcement _____	20
ARTICLE III. MASTER COMMON AREA _____	21
3.01 Master Common Area – Generally _____	21
3.02 Title to Master Common Area _____	21
3.03 Master Association Members’ Common Easements _____	21
3.04 Delegation of Right _____	23
3.05 Conveyance and Use _____	23
3.06 Master Rules and Regulations Pertaining to Master Common Area _____	23
3.07 Master Association’s Rights and Powers _____	23
3.08 Responsibility _____	24
ARTICLE IV. LAKE AND WATER RIGHTS _____	24
4.01 Rights to Storm Water Runoff _____	24
4.02 Water Management _____	24
4.03 Improvements on Lake _____	26
4.04 Indemnification _____	26
ARTICLE V. NEIGHBORHOOD ASSOCIATIONS _____	27
5.01 Neighborhood _____	27
5.02 Neighborhood Common Area _____	27
5.03 Neighborhood Declaration _____	27
5.04 Master Association Services _____	27
ARTICLE VI. SPECIAL PROVISIONS REGARDING MASTER COMMON AREAS, NEIGHBORHOOD COMMON AREAS AND CERTAIN EASEMENTS _____	28
6.01 Maintenance by Master Association of Certain Neighborhood Common Areas _____	28
6.02 Maintenance of Other Neighborhood Common Areas and Improvements Located Therein _____	29
6.03 Easements Granted to and Assumed by the Master Association _____	30
6.04 Easements Granted to and Assumed by Neighborhood Association _____	30
ARTICLE VII. UTILITY AND OTHER EASEMENTS, AND DEVELOPMENT RIGHTS _____	31
7.01 Plat Easements _____	31
7.02 Additional Easements _____	32
7.03 Master Common Area and Neighborhood Common Area Easements _____	33
7.04 Signage Easement _____	34
7.05 Master Association’s Easement to Correct Drainage _____	34
7.06 Enforcement Easements _____	34
7.07 Easements of Encroachment _____	34
7.08 Right of Entry _____	34
ARTICLE VIII. COVENANTS, CONDITIONS AND RESTRICTIONS _____	35
8.01 General Use Restrictions _____	35
8.02 Architectural and Aesthetic Control _____	36

8.03 Architectural Review Committee _____	37
8.04 Air Conditioners _____	40
8.05 Antennas and Flagpoles _____	40
8.06 Awnings and Windows _____	40
8.07 Clothes Drying Area _____	40
8.08 Colors _____	40
8.09 Construction _____	41
8.10 Exculpation of Declarant _____	42
8.11 Drainage _____	42
8.12 Driveways _____	42
8.13 Dwelling Roofs _____	42
8.14 Dwelling Set Back, Size and Height Restrictions _____	42
8.15 Enclosures _____	44
8.16 Entry Rights _____	43
8.17 Excavation _____	43
8.18 Factory-Built Structures _____	43
8.19 Accessory Buildings, Storage Areas, and Garages _____	43
8.20 Garbage, Trash and Refuse _____	44
8.21 Drainage Grade of Plot _____	44
8.22 Health and Safety Hazards _____	44
8.23 Landscaping _____	44
8.24 Leasing _____	46
8.25 Lighting and Fountains _____	47
8.26 Mailboxes _____	48
8.27 Noise _____	48
8.28 Nuisances _____	48
8.29 Outdoor Equipment _____	48
8.30 Outside Storage and Recreation Equipment _____	49
8.31 Owner and Master Association Members Compliance _____	49
8.32 Pets and Animals _____	49
8.33 Playground _____	50
8.34 Sidewalks and Trails _____	50
8.35 Signs _____	50
8.36 Solar Panels and Collectors _____	50
8.37 Subdivision and Regulation of Land _____	51
8.38 Swimming Pools _____	51
8.39 Temporary Structures _____	51
8.40 Tree Removal _____	52
8.41 Trucks, Commercial Vehicles, Recreation Vehicles, Motor Homes, Mobile Homes, Boats, Campers, Trailers, and Golf Carts _____	52
8.42 Utility Lines _____	52
8.43 Walls and Fences _____	53
8.44 Water Management and Drainage Restrictions and Easements _____	53
8.45 Additional Architectural Standards _____	54
ARTICLE IX. MASTER ASSOCIATION MEMBERSHIP AND VOTING RIGHTS _____	56
9.01 Master Association Membership _____	56
9.02 Voting Rights _____	56
9.03 Election of Master Directors _____	58
ARTICLE X. SIGN MAINTENANCE, TRASH COLLECTION, SNOW REMOVAL AND NEIGHBORHOOD LAKE AQUATIC CONTROL _____	59
10.01 Reduced Assessment Neighborhoods _____	59
10.02 Snow Removal _____	59
10.03 Neighborhood Aquatic Control _____	60

ARTICLE XI. MASTER ASSOCIATION ASSESSMENTS AND LIEN RIGHTS	61
11.01 Creation of Lien and Personal Obligation of Assessments _____	61
11.02 Annual Assessments _____	63
11.03 Assessments against the Country Club Landowner _____	64
11.04 Supplemental Assessments _____	64
11.05 Special Assessments _____	65
11.06 Uniformity of Assessment _____	65
11.07 Individual Assessments _____	65
11.08 Reserves _____	65
11.09 Collection and Commencement _____	66
11.10 Liens _____	66
11.11 Effect of Nonpayment and Remedies of the Association _____	66
11.12 Certificate _____	67
ARTICLE XII. RESIDENT SPORTS AND SOCIAL MEMBERSHIP AND RESIDENT SPORTS AND SOCIAL MEMBERSHIP ASSESSMENTS	68
12.01 Resident Sports and Social Membership _____	68
12.02 Resident and Sports Membership Assessment Generally _____	68
12.03 Resident and Sports Membership Assessments and Increases _____	69
12.04 Collection, Lien and Enforcement _____	69
12.05 Application to Country Club Premises and Country Club Landowner _____	69
ARTICLE XIII. COUNTRY CLUB	70
13.01 Designation of Country Club Land _____	70
13.02 Operation and Management of Country Club Premises _____	70
13.03 Country Club Documents _____	71
13.04 Ownership and Operation of Country Club Premises _____	71
13.05 Right to Use _____	71
13.06 View Impairment _____	71
13.07 Country Club Members _____	72
13.08 Risks _____	72
13.09 Jurisdiction and Cooperation _____	73
13.10 Noise, Irrigation and Fertilization _____	73
13.11 Easements _____	73
ARTICLE XIV. GOLF CARTS	75
14.01 Authorized Golf Carts _____	76
14.02 Operation of Private Carts on Streets within the Property _____	76
14.03 Operation of Private Carts on Golf Cart Paths _____	76
14.04 Revocation of Private Golf Cart Privileges _____	77
14.05 Improvements _____	77
14.06 Liability _____	77
ARTICLE XV. GENERAL AND PROCEDURAL PROVISIONS	77
15.01 Security _____	77
15.02 Insurance _____	78
15.03 Owner's Insurance and Reconstruction _____	79
15.04 Damage and Destruction _____	79
15.05 Litigation _____	80
15.06 Other Documents _____	80
15.07 Duration of Second Restated Master Declaration _____	80
15.08 Modification and Amendment of Second Restated Master Declaration _____	81
15.09 Amendment Limitations _____	81
15.10 Condemnation _____	81

15.11 Acceptance by Owners of Second Restated Master Declaration	82
15.12 Remedies and Non-Waiver	82
15.13 Severability	82
15.14 Gender	83
15.15 Construction	83
15.16 Administration	83
15.17 Notices	83
15.18 Interpretation	83
15.19 Use of the Words "The Bridgewater Club"	84
15.20 Compliance	84
15.21 Headings	84
15.22 Notice of Zoning Requirements and PUD	84
15.23 Consent of Country Club Landowner	84
EXHIBIT "A" The Real Estate	87
EXHIBIT "B" The Concept Plan	91
EXHIBIT "C" The Country Club Land	92

Cross-Reference: (i) The Master Declaration and General Protective Covenants, Conditions and Restrictions for The Bridgewater Club recorded with the Recorder of Hamilton County, Indiana, on the 15th day of January 2003 as Instrument Number 200300005871, (ii) the First Amendment to Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Club recorded with the Recorder of Hamilton County, Indiana, on the 1st day of March, 2004, as Instrument Number 200400013010, (iii) the Second Amendment to Master Declaration and General Protective Covenants, Conditions, and Restrictions for the Bridgewater Club recorded with the Recorder of Hamilton County, Indiana, on the 9th day of May, 2005, as Instrument Number 200500027965 and recorded again with the Recorder of Hamilton County, Indiana, on the 9th day of, 2005, as Instrument Number 200500028212, (iv) the Third Amendment to Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Club recorded with the Recorder of Hamilton County, Indiana, on the 6th day of December, 2006, as Instrument Number 200600072282, (v) the Fourth Amendment to Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Club recorded with the Recorder of Hamilton County, Indiana, on the 5th day of June, 2007, as Instrument Number 2007030630, (vi) the Fifth Amendment to Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Club recorded with the Recorder of Hamilton County, Indiana, on the 5th day of September, 2012, as Instrument Number 2012053183, (vii) the Sixth Amendment to Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Club recorded with the Recorder of Hamilton County, Indiana, on August 8, 2013 as Instrument Number 2013051232, (viii) the Seventh Amendment to Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Club recorded with the Recorder of Hamilton County, Indiana, on November 8, 2013, as Instrument Number 2013068334, (ix) the Eighth Amendment to Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Club recorded with the Recorder of Hamilton County, Indiana, on January 19, 2016, as Instrument Number 2016002069 (x) the Ninth Amendment to Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Club recorded with the Recorder of Hamilton County, Indiana, on December 14, 2018, as Instrument Number 2018058171 and (y) the First Amended and Restated Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Master Club recorded with the Recorder of Hamilton County, Indiana, on January 24, 2019, as Instrument Number 2019002639 (the “First Restated Master Declaration”).

**THE SECOND AMENDED AND RESTATED MASTER DECLARATION AND
GENERAL PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE BRIDGEWATER CLUB**

THIS SECOND AMENDED AND RESTATED MASTER DECLARATION AND GENERAL PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BRIDGEWATER CLUB, as amended from time to time (the “**Second Restated Master Declaration**”) is made by Throgmartin-Henke Development, LLP, an Indiana limited liability partnership, and is executed on the dates corresponding to signatures below.

W I T N E S S E T H:

WHEREAS, Throgmartin-Henke Development, LLP, an Indiana limited liability partnership, is the Declarant (defined below) in the Original Declaration (defined below), the subsequent Amendments (defined below) and this Second Restated Master Declaration;

WHEREAS, the Declarant is desirous of amending and restating the Original Declaration and all Amendments in this Second Restated Master Declaration, so that the Original Declaration and the Amendments (included the First Restated Master Declaration) are merged and consolidated into, restated in, and amended and entirely replaced and superseded by, this Second Restated Master Declaration;

WHEREAS, this Second Restated Master Declaration applies to the real estate legally described in what is attached hereto and incorporated herein by reference as **Exhibit “A”** (the “Real Estate”), which Real Estate, together with the Country Club Land, is roughly, conceptually and graphically illustrated on what is attached hereto and incorporated herein by reference as **Exhibit “B”** (the “Concept Plan”), which Concept Plan is further described in Section 2.04 below;

WHEREAS, this Second Restated Master Declaration is intended to provide for the preservation and enhancement of property values, amenities and opportunities in the Property, contribute to the general health, safety and welfare of Residents (defined below), and to provide for the maintenance of the Real Estate and Improvements (defined below) thereon; and

NOW THEREFORE, (i) the Original Declaration and all of the Amendments (including the First Restated Master Declaration) are merged and consolidated into, restated in, and amended and entirely replaced and superseded by, this Second Restated Master Declaration, and (ii) it is declared that the Property is and shall be owned used, and conveyed subject to the covenants, restrictions, easements, and conditions, and all other provisions of this Second Restated Master Declaration as it may be amended or restated from time to time, all as hereinafter set forth, all of which touch and concern the Property, are directly related to the use and benefit of the Property and shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner (defined below) and the Country Club Landowner (defined below), but only to the extent hereinafter provided.

ARTICLE I **DEFINITIONS**

The terms used in this Second Restated Master Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms used in this Second Restated Master Declaration and Exhibit “A” shall be defined as set forth either in this Article I or elsewhere throughout this Second Restated Master Declaration.

“Amendments” collectively means and refers to (i) the First Amendment to Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Club recorded with the Recorder of Hamilton County, Indiana, on the 1st day of March, 2004, as Instrument Number 200400013010, (ii) the Second Amendment to Master Declaration and General Protective Covenants, Conditions, and Restrictions for the Bridgewater Club recorded with the Recorder of Hamilton County, Indiana, on the 9th day of May, 2005, as Instrument Number 200500027965 and recorded again with the Recorder of Hamilton County, Indiana, on the 9th day of, 2005, as Instrument Number 200500028212, (iii) the Third Amendment Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Club recorded with the Recorder of Hamilton County, Indiana, on the 6th day of December, 2006, as Instrument Number 200600072282, (iv) the Fourth Amendment to Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Club recorded with the Recorder of Hamilton County, Indiana, on the 5th day of June, 2007, as Instrument Number 2007030630, (v) the Fifth Amendment to Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Club recorded with the Recorder of Hamilton County, Indiana,

on the 5th day of September, 2012, as Instrument Number 2012053183, (vi) the Sixth Amendment to Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Club recorded with the Recorder of Hamilton County, Indiana, on August 8, 2013 as Instrument Number 2013051232, (vii) the Seventh Amendment to Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Club recorded with the Recorder of Hamilton County, Indiana, on November 8, 2013, as Instrument Number 2013068334, (viii) the Eighth Amendment to Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Club recorded with the Recorder of Hamilton County, Indiana, on January 19, 2016, as Instrument Number 2016002069 (ix) the Ninth Amendment to Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Club recorded with the Recorder of Hamilton County, Indiana, on December 14, 2018, as Instrument Number 2018058171 and (x) the First Amended and Restated Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Master Club recorded with the Recorder of Hamilton County, Indiana, on January 24, 2019, as Instrument Number 2019002639 (the “First Restated Master Declaration”).

“Applicable Date” means and refers to the date, specified below in 9.02(e), on which the Declarant Membership terminates and is converted to a Regular Membership.

“Architectural Planning Criteria” means and refers to the architectural standards and guidelines by which the Architectural Review Committee will evaluate requests for approval of Improvements.

“Architectural Review Committee” means and refers to the Committee established in Section 8.03 below that administers the architectural review and control functions of the Master Association.

“Assessment” or “Assessments”, when used alone and not as part of another defined term, means and refers collectively to any and all charges made by the Master Association against an Owner and such Owner’s Plot in accordance with this Second Restated Master Declaration and includes, without limitation, (i) the Annual Assessment, Supplemental Assessment, Special Assessment and Individual Assessment set forth in Article XI below and (ii) the Resident Sports and Social Membership Assessment (referred to in various Neighborhood Declarations as “Social Membership Assessments”) set forth in Article XII below.

“Attached Residence” means and refers to a Dwelling Unit which is physically attached to another Dwelling Unit. Examples of Attached Residences are condominiums, attached townhouses or quads, duplexes, or other multiplex dwellings.

“Builder” means and refers to any Person that is in the business of constructing Dwelling Units.

“Club Carts” means and refers to electric powered golf carts that are provided by the Country Club Landowner and made available to Country Club Members and other players.

“Club Estates” means and refers to the Neighborhood comprising all Plots and Dwelling Units and any Master Common Areas, Neighborhood Common Areas and Private Streets identified in the Club Estates Plat.

“Club Estates Plat” means and refers to the Secondary Plat The Bridgewater Club – Section A, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200300005876, Plat Cabinet 3, Slide 128, as amended or replatted from time to time.

“Common Expenses” means and refers to the costs and expenses incurred to fulfill the obligations of the Master Association per the terms of this Second Restated Master Declaration including, without limitation, the Common Expenses in Section 11.02 below.

“Commons” means and refers to the Neighborhood comprising all Plots and Dwelling Units and any Master Common Areas, Neighborhood Common Areas, Public Streets and Private Streets identified in the Commons Plat.

“Commons Plat” means and refers to the Secondary Plat The Bridgewater Club – Section K-1, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200500073919, Plat Cabinet 3, Slide 764, as amended or replatted from time to time.

“Commons Smaller Island” means and refers to the smaller and furthest east of the two (2) landscape pads located in the Kampen Circle Entrance.

“Concept Plan” means and refers to the conceptual graphic illustration of the Real Estate and the Country Club Land on what is attached hereto and incorporated herein by reference as Exhibit “B”, which Concept Plan is further described in Section 2.04 below;

“Country Club Documents” means and refers to the Country Club Membership Plan and the Country Club Rules and Regulations, as the same may be amended from time to time by the Country Club Landowner in its sole discretion, which have been made available on the Country Club Landowner’s website or as printed copies.

“Country Club Facilities” means and refers to the amenities existing from time to time on the Country Club Land, which the Country Club Landowner in its sole discretion may unilaterally change without notice to, or consent from, any Person and which, as of the Recordation Date, comprise the clubhouse and various restaurants, tennis court(s), pro shop, swimming pool(s), practice area, putting green, short game practice area, spa and fitness center, the 9 Hole Executive Golf Course and the 18 Hole Championship Golf Course that are located on the Country Club Land.

“Country Club Land” means and refers to the real estate adjacent to the Property which is legally described in what is attached hereto and incorporated herein by reference as Exhibit “C”. For sake of clarity, the Country Club Land is neither a part of the Real Estate nor the Additional Real Estate, thus the Country Club is not part of the Property.

“Country Club Landowner” means and refers to the owner of the Country Club Premises, which as of the Recordation Date was The Bridgewater Club, LLC and its successors and assigns.

Successors or assigns of the Country Club Landowner shall have all the rights of the Country Club Landowner specified in this Second Restated Master Declaration. For sake of clarity, Country Club Members, including the Resident Sports and Social Members, are not included in the definition of the Country Club Landowner.

“Country Club Member(s)” means and refers to all Persons entitled to the use and enjoyment of the Country Club Facilities, including without limitation, the Resident Sports and Social Members and other forms of membership identified and specified from time to time in the Country Club Documents including, for instance, the “Platinum Members”, “Platinum Corporate Members” and “Young Professional Memberships”, each as defined in the Country Club Documents as of the Date of Recordation.

“Country Club Membership(s)” means and refers to the status of being a Country Club Member.

“Country Club Membership Plans” means and refers to The Bridgewater Club Membership Plan dated as of July 18, 2018 as the same may be amended from time to time by the Country Club Landowner in accordance with the terms thereof, which has been made available on the Country Club Landowner’s website or as printed copies, and which, in part, specifies the various classifications of Country Club Memberships including, without limitation Sports and Social Memberships, and the privileges and limitations applicable to each classification of membership.

“Country Club Premises” means and refers to (i) the Country Club Land, together with the Country Club Facilities, and (ii) all rights and easements benefitting the Country Club Land, including without limitation rights and easements set forth in this Second Restated Master Declaration with respect to Water Management Systems.

“Country Club Rules and Regulations” means and refers to the rules and regulations promulgated by the Country Club Landowner, as the same may be amended from time to time by the Country Club Landowner in its sole discretion, (i) which, in part, specify rules and regulations for the use and enjoyment of the Country Club Facilities applicable to Resident Sports and Social Members and other Country Club Members and (ii) which have been made available on the Country Club Landowner’s website or as printed copies.

“Date of Recordation” means and refers to the date on which this Second Restated Master Declaration is recorded with the Recorder of Hamilton County, Indiana.

“Declarant” means and refers to THROGMARTIN-HENKE DEVELOPMENT, LLP, an Indiana limited liability partnership, presently having its principal place of business in Hamilton County, Indiana, and its successors or assigns.

“Declarant Member” means and refers to the Declarant and its successors and assigns pursuant to Article IX below.

“Declarant Membership” means and refers to the status of being the Declarant Member.

“Designated Builder” means and refers to a Builder who is authorized by the Declarant to construct one or more Dwelling Units. Declarant may make and revoke any such authorization and designation at any time and from time to time.

“Detached Residence” means and refers to any Dwelling Unit not physically attached to another Dwelling Unit.

“Dwelling Unit” means and refers to Detached Residences and Attached Residences within the Property for which a certificate of occupancy has been issued by the appropriate governmental authority and that are intended for single family residential habitation.

“Second Restated Master Declaration” means and refers to this Second Amended and Restated Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Club, as amended from time to time.

“Fourth Amendment to Master Declaration” means and refers to the Fourth Amendment to Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Club recorded with the Recorder of Hamilton County, Indiana, as Instrument Number 2007030630.

“Garden Homes” means and refers to the Neighborhood comprising all Plots and Dwelling Units and any Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified in that portion of the Garden Homes and Townhomes Plat that does not include Townhomes, as amended from time to time.

“Garden Homes and Townhomes Plat” means and refers to the Secondary Plat The Bridgewater Club – Section J, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200400074835, Plat Cabinet 3, Slide 515 as amended or replatted from time to time.

“Garden Homes Block LL” means and refers to what is identified in the Gardens Homes and Townhomes Plat as “Block LL”.

“Golf Cart Paths” means and refers to paths within the Property for the Golf Carts.

“Golf Carts” means and refers to both Club Carts and Private Carts.

“Grassy Branch” means and refers to the Neighborhood comprising all Plots and Dwelling Units and any Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified in the Grassy Branch Plat.

“Grassy Branch Plat” means and refers to the Secondary Plat Grassy Branch at Bridgewater, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2018056940, Plat Cabinet 5, Slide 909, as amended or replatted from time to time.

“Herron Ridge” means and refers to the Neighborhood comprising all Plots and Dwelling Units and any Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified in the Herron Ridge Plat.

“Herron Ridge Plat” means and refers to the Secondary Plat The Bridgewater Club – Section D2, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200300110282, Plat Cabinet 3, Slide 272, as amended from time to time or replatted.

“Hidden Oaks” means and refers to the Neighborhood comprising all Plots and Dwelling Units and any Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified in the Hidden Oaks Plat.

“Hidden Oaks Plat” means and refers to the Secondary Plat The Bridgewater Club – Section F, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200500028681, Plat Cabinet 3, Slide 623, as amended or replatted from time to time.

“18 Hole Championship Golf Course” means and refers to the 18-hole championship golf course that has been developed and located within the Country Club Land.

“9 Hole Executive Golf Course” means and refers to the 9-hole executive golf course that has been developed and located within the Country Club Land.

“Individual Assessment” has the meaning set forth in Section 11.01.

“Improvement(s)” means and refers to all buildings, Dwelling Units, parking areas, loading areas, fences, walls, hedges, plantings, lighting, poles, driveways, roads, Water Management Systems, including without limitation ponds and lakes, trails, gates, signs, changes in any exterior color or shape, excavation and all other site work, including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior Improvement which may not be included in the foregoing. “Improvement(s)” does not include turf, shrub or tree repair or replacement of a magnitude that does not change exterior colors or exterior appearances. “Improvement(s)” does include both original Improvements and all later changes to such Improvements.

“Institutional Mortgage” means and refers to a mortgage held by an Institutional Mortgagee.

“Institutional Mortgagee” means and refers to the holder of any mortgage against all or any portion of the Property, a Plot or Dwelling Unit, which holder is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, or the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, any agency of the United States of America or the Government of the State of Indiana or the holder of a first mortgage which is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

“Kampen Circle” means and refers to what is identified in the Commons Plat as “Common Area C”.

“Kampen Circle Entrance” means and refers to that segment of Kampen Circle that is the entrance to the Commons from Market Center Drive and that is west of Market Center Drive and between Plot 1 and Plot 46 in the Commons Plat.

“Limited Member” means and refers to the Country Club Landowner and its successors and assigns pursuant to Article IX below.

“Limited Membership” means and refers to the status of being the Limited Member.

“Long Cove” means and refers to the Neighborhood comprising all Plots and Dwelling Units and any Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified in the Long Cove Plat.

“Long Cove Plat” means and refers to the Secondary Plat The Bridgewater Club – Section G3-5, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200300005875, Plat Cabinet 3, Slide 127, as amended or replatted from time to time.

“Majority” means and refers to greater than fifty percent (50%).

“Master Association” means and refers to The Bridgewater Club Master Association, Inc., an Indiana nonprofit corporation that was established when its Articles of Incorporation were filed with the Indiana Secretary of State on February 6, 2004, and its successors and assigns.

“Master Association Member(s)” means and refers to every Person who is qualified for Master Association Membership pursuant to Article IX below and comprises the Regular Members, the Declarant Member and the Limited Member (which is the Country Club Landowner).

“Master Association Membership” means and refers to the status of being a Master Association Member.

“Master Board” means and refers to the Board of Directors of the Master Association.

“Master Common Areas” or “Master Common Area” means and refers to all real property, parks, easements, rights of way, licenses, interests, easements (including without limitation those specified in Section 6.03 below) in real property, use rights and servitudes and Improvements thereof, that are now or in the future, designated by the Declarant as a Master Common Area and owned, contracted for, or leased or otherwise held by the Master Association for the common use and enjoyment of Master Association Members. Master Common Areas may include, but is not limited to, entrance systems and features, trail systems, landscaping, signs, lakes and other Water Management Systems located within Master Common Areas. Master Common Area does not include the Country Club Land or the Country Club Facilities.

“Master Founding Documents” means and refers to this Second Restated Master Declaration, any amendment to this Second Restated Master Declaration, and the Articles of Incorporation of the Master Association and Bylaws of the Master Association, and the Master Rules and Regulations adopted by the Master Board, all as amended from time to time.

“Master Rules and Regulations” means and refers to any and all rules and regulations of the Master Association promulgated in furtherance of, and not in conflict with, the Master Founding Documents by and through the Master Board, that may include, without limitation, the Architectural Planning Criteria and the rules and regulations pertaining to the use, occupancy and leasing of Dwelling Units, to the use and enjoyment of the Master Common Areas, to the use of Water Management Systems and to the type and operation of Private Carts (defined below) on the Property.

“Moorings” means and refers to the Neighborhood comprising all Plots and Dwelling Units and any Master Common Areas, Neighborhood Common Areas, Public Streets identified in the Moorings Plat as amended or replatted from time to time.

“Moorings Circle East” and “Moorings Circle West” means the Public Streets identified on the Moorings Plat as Moorings Circle East and Moorings Circle West.

“Moorings Plat” means and refers to the Secondary Plat The Moorings at Bridgewater Club, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2015020786, Plat Cabinet 5, Slide 343, as amended or replatted from time to time.

“Neighborhood” means and refers to any portion of the Property which has been granted Neighborhood status through the recordation of a Neighborhood Declaration.

“Neighborhood Lake Aquatic Control” means the control of water located in lakes and ponds within Neighborhood Common Areas, other than in lakes and ponds within Neighborhood Common Areas in Reduced Assessment Neighborhoods, and (i) shall include the control of algae and other undesirable aquatic vegetation, as determined by the Master Board in its sole discretion, (ii) shall include the control of animals, such as beavers or ground hogs, as determined by the Master Board in its sole discretion, but (iii) shall not include the maintenance or repair of any fountains or other water agitators, and further shall not include the mowing or maintenance of any grass, landscaping or other Improvements located adjacent to the lakes and ponds.

“Neighborhood Association” means and refers to any property owners’ association, condominium association or other such similar entity, their successors and assigns, which has or may be formed by the Declarant or the Master Association for any particular Neighborhood.

“Neighborhood Common Areas” or “Neighborhood Common Area” means and refers to all real property, parks, rights-of-way, Private Streets or Public Streets, licenses, interests and easements (including without limitation those specified in Section 6.04 below) in real property, and use, rights and servitudes and Improvements thereof, that have been designated by the Declarant, or by the declarant of a Neighborhood Declaration with the consent of the Declarant, as a Neighborhood Common Area and owned, contracted for or leased or otherwise held by a particular Neighborhood Association. Neighborhood Common Areas may include, but are not

limited to, entrance systems and features, trail systems, fountains, landscaping, signs, lakes and other Water Management Systems located in Neighborhood Common Areas. Unless otherwise specified in a particular Neighborhood Declaration with respect to its Neighborhood Common Areas, Neighborhood Common Areas are for the benefit, common use, and enjoyment not only of the Owners within the corresponding Neighborhood, but also for the benefit, common use, and enjoyment of all Master Association Members, as well. Neighborhood Common Area does not include the Country Club Land or the Country Club Facilities.

“Neighborhood Declaration” means and refers to any and all covenants, conditions, restrictions, and other provisions that may be imposed by recorded instrument applicable to any Neighborhood.

“Neighborhood Founding Documents” means and refers to the Neighborhood Declaration, any supplementary Neighborhood Declaration or amendment to the Neighborhood Declaration, and the Articles and Bylaws of a Neighborhood Association. In the event of conflict or inconsistency between the Master Founding Documents and the Neighborhood Founding Documents, the Master Founding Documents shall control. One founding document’s lack of a provision with respect to a matter for which provision is made in another founding document shall not be considered a conflict or inconsistency between such founding documents and, further, in the event of a conflict whenever the Master Founding Documents and the Neighborhood Founding Documents give the same word or term a different definition, (i) the definition given by the applicable Neighborhood Founding Documents shall prevail in the interpretation of such Neighborhood Founding Documents and (ii) the definition given by the Master Founding Documents shall prevail in the interpretation of the Master Founding Documents.

“Original Declaration” means and refers to “The Master Declaration and General Protective Covenants, Conditions and Restrictions for The Bridgewater Club” recorded with the Recorder of Hamilton County, Indiana, as Instrument Number 200300005871.

“Owner” means and refers to the record Owner, as specified with the Recorder of Hamilton County, Indiana, whether one or more Persons, of the fee simple title to any Plot on which a Dwelling Unit exists or that has been developed for the construction of a Dwelling Unit, but does not include (i) those having an interest merely as security for the performance of an obligation, or (ii) the Country Club Landowner.

“Parks” means and refers to the Neighborhood comprising all Plots and Dwelling Units, and any Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified in the Parks Plat One and Parks Plat Two.

“Parks Block B” means and refers to what is identified in the Parks Plat One as “Block B Common Area”.

“Parks Plat One” means and refers to the Secondary Plat The Bridgewater Club –Section II, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200500080371, Plat Cabinet 3, Slide 782, as amended or replatted from time to time.

“Parks Plat Two” means and refers to the Secondary Plat Bridgewater Parks, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2016061657, Plat Cabinet 5, Slide 595, as amended or replatted from time to time.

“Person” means and refers to an individual, corporation, governmental agency, business trust, estate trust, partnership, association, limited liability company or two or more Persons having a joint or common interest, or any other legal entity.

“Platinum Corporate Membership” means and refers to the term “Platinum Corporate Membership” as defined in Country Club Documents as of the Date of Recordation.

“Plot” means and refers to (i) a discreet lot or building parcel for a Dwelling Unit, as reflected on a recorded plat of lands forming a part of the Property, or (ii) to a condominium unit within a condominium within the Property, together with the undivided share of the common elements that are appurtenant to the condominium unit. The term “Plot” shall not include the Country Club Land or any land that is Master Common Area or Neighborhood Common Area.

“Pointe” means and refers to the Neighborhood comprising all Plots and Dwelling Units and any Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified in the Pointe Plat.

“Pointe Plat” means and refers to the Secondary Plat The Bridgewater Club – Section G2, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200300090258, Plat Cabinet 3, Slide 246, as amended or replatted from time to time.

“Preserve” means and refers to the Neighborhood comprising all Plots and Dwelling Units and any Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets and Common Areas in the Preserve Plat.

“Preserve Block A” means and refers to what is identified in the Preserve Plat as “Block A Common Area”.

“Preserve Block B” means and refers to what is identified in the Preserve Plat as “Block B Common Area”.

“Preserve Plat” means and refers to the Secondary Plat The Bridgewater Club – Section H1, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2007032940, Plat Cabinet 4, Slide 322, as amended or replatted from time to time.

“Private Carts” means and refers to electric powered golf carts purchased and maintained by Owners and approved for use by the Master Board.

“Private Street(s)” means and refers to all streets and/or alleys, which are neither dedicated to the City of Westfield, Indiana, for public use nor maintained by the City of Westfield, Indiana.

“Property” means and refers to the entirety of the Real Estate, including all real estate that has been made subject to the terms of the Master Founding Documents.

“Public Street(s)” means and refers to all streets which are dedicated for public use and accepted for maintenance by the City of Westfield, Indiana.

“PUD Ordinance One” means and refers to the PUD Ordinance enacted by the Town of Westfield, Indiana, on the 9th day of April 2002, as Ordinance Number 20-17, as subsequently amended from time to time, that is applicable to all of the Property other than Grassy Branch.

“PUD Ordinance Two” means and refers to the PUD Ordinance enacted by the City of Westfield, Indiana, on the 9th day of October 2017, as Ordinance Number 17-25, as subsequently amended from time to time, that is applicable to Grassy Branch.

“Real Estate” means and refers to the real estate legally described in what is attached hereto and incorporated herein by reference as Exhibit “A”.

“Reduced Assessment Neighborhoods” means and refers to the Townhomes and Cottages, Villas and Garden Homes in which all Dwelling Units are assessed only one-half (1/2) of the Regular Assessment, Supplemental Assessment and Special Assessment set forth in Article XI below, payable per the terms of this Second Restated Master Declaration. “Regular Member” means and refers to a Regular Member as described in Article IX below and does not mean or include the Limited Member (the Country Club Landowner).

“Regular Membership” means and refers to the fact or status of being a Regular Member.

“Resident” or “Residents” means an Owner or Owners, respectively, of a Plot and such Owner’s Resident Family.

“Resident Family” means and refers to those members of an Owner’s immediate family who reside in such Owner’s Dwelling Unit.

“Resident Platinum Membership(s)” means and refers to the term “Resident Platinum Membership” as defined in the Country Club Documents as of the Date of Recordation.

“Resident Sports and Social Member(s)” means and refers to a Resident Sports and Social as described in Section 12.01.

“Resident Sports and Social Membership(s)” means and refers to the fact or status of being a Resident Sports and Social Member. Each Regular Member is required to maintain a Resident Sports and Social Membership in good standing.

“Resident Sports and Social Membership Portion” means and refers to the portion of an Owner’s Upgraded Membership dues, as set forth in the Country Club Documents, that is equal to the prevailing Resident Sports and Social Membership Assessment set forth in Article XII below.

“Resident Young Professional Membership(s)” means and refers to the term “Resident Platinum Membership” as defined in the Country Club Documents as of the Date of Recordation.

“Snow Removal” means and refers to snow removal from and ice salting, per the terms of Section 10.02 below, on all Public Streets and Private Streets located in the Property other than Public Streets or Private Streets that are internal to the Reduced Assessment Neighborhoods.

“Successor Declarant” means and refers to any Person to whom Declarant assigns any portion or all of its rights, obligations or interest as Declarant, as permitted by this First Restated Master Declaration and evidenced by an assignment recorded with the Recorder of Hamilton County, Indiana, designating such Person as a Successor Declarant, signed by the transferor and the transferee. Upon such recording, the rights and obligations of the assigning entity under this First Restated Master Declaration will cease, terminate or be modified to the extent provided in such document and shall vest, accordingly, in the Person to which the assignment is made.

“Townhomes” means and refers to the Neighborhood comprising all Plots and Dwelling Units and any Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets, in the Garden Homes and Townhomes Plat that are south of what is identified in the Garden Homes and Townhomes Plat as “Block LL” and “Block PP”.

“Upgraded Membership(s)” means and refers to a Country Club Membership, such as a Resident Platinum Membership or a Resident Young Professional Membership, for which the prevailing, corresponding monthly dues, as specified in the Country Club Documents, are greater than the prevailing Resident Sports and Social Membership Assessment.

“Villas” means and refers to the Neighborhood comprising all Plots and Dwelling Units and any Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified in the Villas Plat.

“Villas Plat” means and refers to the Secondary Plat The Bridgewater Club – Section I2 North recorded with the Recorder Hamilton County, Indiana as Instrument Number 200400054401, Plat Cabinet 3, Slide 458 as amended or replatted from time to time.

“Visitors” has the meaning stated in Section 3.03.

“Water Management Systems” (i) means and refers to the surface and/or underground system and facility for the storage of surface water, and storm water located within and throughout the Property including, without limitation, lakes, ponds, swales and other water management areas but (ii) shall not mean or refer to the surface and/or underground system and facility for the storage of surface water including, without limitation, lakes, ponds, swales and other water management areas that are not located within and throughout the Property and, therefore, by way of example and not limitation, Water Management Systems do not mean and refer to the surface and/or underground system and facility for the storage of surface water, and storm water including, without limitation, lakes, ponds, swales and other water management areas located within and throughout the Country Club Premises.

“Whistling Straits” means and refers to the Neighborhood comprising all Plots and Dwelling Units and any Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified in the Whistling Straits Plat.

“Whistling Straits Block B” means and refers to what is identified as “Block B Common Area” in the Whistling Straits Plat.

“Whistling Straits Plat” means and refers to the Secondary Plat The Bridgewater Club – Section B, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200300048108, Plat Cabinet 3, Slide 172, as amended or replatted from time to time.

“Wintergreen” means and refers to the Neighborhood comprising all Plots and Dwelling Units and any Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified in the Wintergreen Plat.

“Wintergreen Block C” means and refers to what is identified as “Block C Common Area” in the Wintergreen Plat.

“Wintergreen Block D” means and refers to what is identified as “Block D Common Area” in the Wintergreen Plat.

“Wintergreen Plot H16” means and refers to what is identified as Plot “H16” in the Wintergreen Plat.

“Wintergreen Plat” means and refers to the Secondary Plat The Bridgewater Club – Section H, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200600072284, Plat Cabinet 4, Slide 200, as amended or replatted from time to time.

ARTICLE II

DECLARANT’S RIGHTS AND POWERS

Section 2.01 General Provisions

Throgmartin-Henke Development, LLP, an Indiana limited liability partnership, has been the Declarant from inception of the Original Declaration through the Applicable Date, which hereby is triggered by the Declarant expressly and specifically terminating and waiving in writing its right to Declarant Membership pursuant to Section 9.02(e)(ii) herein, signifying the Declarant’s consent to transition to an independent Board within 60 days of the Applicable Date hereunder, which Applicable Date is hereby declared to be October 28, 2022.

Any or all the rights and obligations of the Declarant set forth in the Master Founding Documents may be transferred, in whole or in part, to other Persons provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Second Restated Master Declaration. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded with the Recorder of Hamilton County, Indiana. No such transfer shall effect the termination of the Declarant Membership unless, in the written document evidencing such transfer, the Declarant expressly states the intention to terminate the Declarant Membership.

No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument (or any amendments thereto) affecting any portion of the Property without the review and written consent of the Master Board. Any attempted

recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Master Board. The Declarant hereby memorializes its consent to the (i) Declaration of Covenants, Conditions and Restrictions for the Garden Homes at Bridgewater Lakes recorded with the Recorder of Hamilton County, Indiana, as Instrument Number 200400065368, (ii) Declaration of Covenants, Conditions and Restrictions for the Townhomes at Bridgewater Lakes recorded with the Recorder of Hamilton County, Indiana, as Instrument Number 200400065369 and (iii) Declaration of Covenants, Conditions and Restrictions for the Villas at Bridgewater Lakes recorded with the Recorder of Hamilton County, Indiana, as Instrument Number 200400054400.

Section 2.02 Additions to the Property

All portions of the Bridgewater community have been platted. The Declarant filed plats and Supplemental Declarations with the Hamilton County Recorder and subjected such real estate to the terms and conditions of the Master Founding Documents. There cannot be any more additions to the Property.

Section 2.03 Concept Plan

The Concept Plan (Exhibit "B") is intended only to provide a rough, general, conceptual, graphic illustration of the approximate boundaries of the Real Estate and the various residential areas located therein, and the Country Club Land and (i) in the event of a discrepancy between the Concept Plan and the Real Estate legally described in Exhibit "A", the Real Estate legally described in Exhibit "A" shall control and prevail, (ii) in the event of a discrepancy between the Concept Plan and the Country Club Land legally described in Exhibit "C", the Country Club Land legally described in Exhibit "C" shall control and prevail, (iii) in the event of a discrepancy between the Concept Plan and any plat of part of the Property, recorded with the Recorder of Hamilton County, Indiana, such plat shall control and prevail and (iv) the location of improvements on the Country Club Land including, without limitation, any tees, fairways and greens, may be changed by the Country Club Landowner, in its sole discretion, without notice to or consent of any Person. For the sake of clarity, although the Concept Plan may illustrate all or a portion of the Country Club Land, none of the Country Club Land is included within the Real Estate or the Property.

Section 2.04 Enforcement

(a) The Declarant, each Owner, the Country Club Landowner, the Master Association, and any Neighborhood Association shall have the right and the power to enforce the covenants, conditions, restrictions, and other provisions of this Second Restated Master Declaration. Upon the assumption by the Master Association of all Declarant's rights hereunder pursuant to the Master Founding Documents, the Master Association shall be responsible for all of the duties and rights which Declarant previously had hereunder, and Declarant shall be released from liability and association therewith.

(b) Each Owner, the Country Club Landowner, the Master Association, and any Neighborhood Association shall have the right and the power to enforce the covenants, conditions, restrictions and other provisions imposed by this Second Restated Master Declaration by a proceeding at law or in equity against any Person violating or attempting to violate any such

provisions, to restrain any violation or attempted violation of such provisions, to require specific performance of such provisions, and to recover damages for violations of such provision and in accordance with Indiana law to levy against the land and enforce any lien allowed by this Second Restated Master Declaration. Failure or delay by the Master Association, or a Neighborhood Association, or any Owner, the Country Club Landowner, or any other Person, to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter.

(c) The costs and reasonable attorney's fees, including those resulting from any appellate proceedings, incurred by the Master Association, or any Neighborhood Association, in any action against an Owner to enforce any provision of this Second Restated Master Declaration, shall be a personal obligation of such Owner which shall be paid by such Owner and any amount thereof which remains due and unpaid shall be a continuing lien upon such Owner's Plot, collectible in the manner provided herein.

ARTICLE III **MASTER COMMON AREA**

Section 3.01 Master Common Area - Generally

The Master Common Area shall include all real property, interests in the real property, easements (including without limitation those specified in Section 6.03 below), rights-of-way licenses, leases, use rights and servitudes that are now or in the future specifically caused to be set aside, designated, reserved, granted, dedicated assigned or deeded to the Master Association by the Declarant for non-exclusive use and enjoyment of Owners within the Property. The use of Master Common Area shall be limited in accordance with the provisions of this Second Restated Master Declaration and any additional limitations included in the document designating, reserving, granting, dedicating, assigning or deeding such Master Common Area to the Master Association.

Master Common Area shall also include any personal property that may be provided by the Declarant or acquired by the Master Association for the non-exclusive use and benefit of the Owners within the Property, subject to limitations that may be imposed upon the use of such personal property in accordance with the Second Restated Master Declaration.

The Master Association shall assess for and maintain the Master Common Areas and also those Neighborhood Common Areas or portions thereof specified in Section 6.01 below.

Section 3.02 Title to Master Common Area

The Master Association shall hold legal title to and own all portions of the Master Common Area. The Master Association shall be responsible for maintenance of the Master Common Areas and for those Neighborhood Common Areas or portions thereof specified in Section 6.01 below, and shall include the costs thereof in the Common Expenses and Annual Assessment.

Section 3.03 Master Association Members' Common Easements

Subject to the provisions of the Master Founding Documents, and any prior use rights granted in the Master Common Area, every Master Association Member, their successors and

assigns and their families and every guest, tenant, and invitee of such Master Association Member is hereby granted a right and easement of ingress and egress and enjoyment in and to Master Common Area which shall be appurtenant to and shall pass with the title to every Plot, subject to the following provisions in this Section 3.03. The provisions of this Section 3.03 may not be modified in any manner so as to limit or restrict any rights granted by these provisions.

(a) The Country Club Landowner and the Country Club Members, their family members, guests, invitees and lessees, the permitted users of the Country Club Facilities, and the permitted spectators at tournaments (the "Visitors") shall and hereby do have a perpetual non-exclusive easement in their favor to use the Master Common Area for all normal purposes, including, but not limited to, ingress and egress and for the furnishing of services and facilities and for such other purposes for which the same are reasonably intended in accordance with the terms of this Second Restated Master Declaration. However, this easement as it relates to the use of the Master Common Area by the Country Club Landowner, the Country Club Members, or Visitors shall be only as to that portion of the Master Common Area necessary for their use. Any disputes as to what constitutes a normal purpose or what portion of the Master Common Area is necessary for their use shall, during the term of this Second Restated Master Declaration, be determined by Declarant (even if the Declarant Membership expires prior to expiration of this Second Restated Master Declaration), in its sole and absolute discretion.

(b) The Master Association may suspend the rights of any Regular Member to use the Master Common Area for any period during which any Assessment against such Regular Member's Plot remains unpaid and delinquent, and for any period of time during which a Member is in violation of any provision of the Master Founding Documents. Any suspension of such right to use the Master Common Area, other than for failure to pay Assessments, shall be made after notice and hearing in accordance therewith.

(c) The Master Board of the Master Association shall and hereby does have the right, without further consent from Master Association Members or their Institutional Mortgagees, to declare, grant and record perpetual easements granting the full free right, power and authority to lay, operate and maintain landscaping, drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, communication lines, cable television lines and such other further service facilities or other uses as the Master Board may deem necessary, along, through, in, over and under a strip of land up to ten (10) feet in width from all side, front and rear lines of any Plot and along, through, in, over and under all Master Common Area. Such easements may benefit Property or lands not within the Property. Further, the Master Board of the Master Association shall have the right to acquire, extend, terminate or abandon such easement.

(d) All Persons lawfully on and entitled to occupancy rights on any portion on the Property and Master Association Members with an interest in and to the Property shall, and hereby do, have a non-exclusive perpetual right of ingress and egress over and across the Master Common Areas.

(e) The Master Association shall, and hereby does, have the right to borrow money for the purpose of acquiring and improving the Master Common Area and, in aid thereof, to mortgage Master Common Area.

(f) The Master Association shall, and hereby does, have the right to take such steps as are reasonably necessary to protect Master Common Area against foreclosure.

(g) Since the Declarant caused the lakes and other Water Management Systems to be conveyed to the Master Association as Master Common Area or to a Neighborhood Association as a Neighborhood Common Area, no Person other than the Country Club Landowner, the Master Association and the applicable Neighborhood Association shall have the right of access to or use of the lakes or other Water Management Systems. Access to or entry upon such areas by Persons other than the Country Club Landowner, the Master Association and the applicable Neighborhood Association shall only be permitted for purposes of maintaining such areas under the direction and approval of the Master Board and supervision of the Country Club Landowner. The frequency of such access is to be limited to the absolute minimum access necessary to fulfill maintenance obligations and shall be undertaken only under supervision of the Country Club Landowner.

(h) The Master Association shall have no authority to grant use rights in or access to lakes or other Water Management Systems unless such right is granted in writing by both the Master Association and the Country Club Landowner.

Section 3.04 Delegation of Right

(a) An Owner may delegate such Owner's right of use in and to the Master Common Area to such Owner's Resident Family, to residential tenants who reside in a Dwelling Unit on the Owner's Plot and to the Owner's guests, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in the Master Founding Documents and in accordance with the Master Rules and Regulations.

(b) Each Owner shall be responsible for the actions of any Person to whom the Owner has delegated the right to use the Master Common Area. Any unpaid charge against such Person shall be charged against such Owner personally and be assessed as an Individual Assessment against such Owner's Plot. Any infraction of the Master Founding Documents or the Master Rules and Regulations by such Person shall be deemed to be an infraction by such Owner.

Section 3.05 Conveyance and Use

Any real property conveyed, leased, or the use of which has been granted to the Master Association as Master Common Area is not and shall not be deemed dedicated for use by the public but is, and shall be, deemed restricted for the common use and enjoyment of the Master Association Members or to those parties to which any use right has been granted, subject to the terms of this Second Restated Master Declaration.

Section 3.06 Master Rules and Regulations Pertaining to Master Common Area

No Master Common Area shall be used in violation of those provisions of the Master Rules and Regulations pertaining to Master Common Areas.

Section 3.07 Master Association's Rights and Powers

(a) The Master Association shall have the unilateral right, and the power, to regulate and control the external design and appearance of Master Common Area: (i) to promote a quality environment which will preserve the value of an Owner's Plot, and (ii) to foster the attractiveness and functional utility of the Property, including a harmonious relationship among structures, vegetation and topography. The Master Board, in its sole discretion, shall determine what constitutes a quality environment and the attractiveness and functional utility of the Property.

(b) The Master Common Area shall be subject to the provisions of Article VIII below. The uses of the Master Common Area shall be in conformity with the uses permitted in Article VIII below.

(c) No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Master Common Area. The Master Board shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity. Nothing shall be done within the Master Common Area that may be or might become a nuisance to Owners and/or Master Association Members.

Section 3.08 Responsibility

The Owner of each Dwelling Unit shall be liable for the expenses of any maintenance, repair or replacement of Neighborhood Common Areas, Master Common Area, other Dwelling Units or personal property made necessary by such Owner's act, negligence, carelessness or by that of such Owner's family members, guests, employees, agents, or lessees.

ARTICLE IV LAKE AND WATER RIGHTS

Section 4.01 Rights to Storm Water Runoff

The Master Association hereby reserves for itself and its designees all rights to ground water, lake water, surface water, and storm water runoff within the Property and each Owner agrees, by acceptance of a deed to a Plot, that the Master Association shall retain all such rights. No Person other than the Master Association shall claim, capture or collect rainwater, groundwater, surface water or storm water runoff within the Property without prior written permission of the Master Board. No Owner or occupant of a Dwelling Unit shall have any right to be compensated for water claimed or reclaimed from Dwelling Units. The Master Board shall also have the right to establish restrictions on or prohibit outside use of potable water within the Property.

Section 4.02 Water Management

(a) Unless delegated by the Master Association to a Neighborhood Association, and subject to the rights of the Master Association and the Country Club Landowner set forth below in Section 4.02(h), the Master Association is responsible for the operation, maintenance and management of the surface water and Water Management Systems serving locations within the Property in accordance with applicable codes, ordinances and regulations as such codes, ordinances or regulations may be now or hereafter amended. Any land within the Property used for surface water or storm water management may, in the Master Board's discretion, be placed

under the control of the Master Association, either by direct conveyance of such land as Master Common Area, or the granting of an easement or license over such land to the Master Association.

(b) The Master Board may adopt Master Rules and Regulations governing the maintenance, conservation and preservation of the use of lakes and other Water Management System; provided, however, that such Master Rules and Regulations shall not interfere with the use, by the Country Club Landowner and the Country Club Members, of such areas unless governmental authorities have caused such rules and regulations be imposed.

(c) No structure of any kind shall be constructed or erected, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of a lake or other Water Management System reserved for, or intended to be reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any plat or instrument of record, without the specific written permission of the Master Association.

(d) The right of ingress and egress, and easements therefore, are reserved over lakes and other Water Management Systems in favor of the Master Association, Country Club Landowner and its employees and any appropriate governmental agency, entity, quasi-governmental agency, public utility or private utility that may reasonably require such ingress and egress. An Owner shall not prevent ingress and egress by the Master Association, Country Club Landowner, private utility, public utility, or any appropriate governmental or quasi-governmental agency to such Water Management System and lake for maintenance or landscape purposes. An Owner's right to access is further limited by Section 3.03 above.

(e) No Plot shall be increased in size by filling in any lake or other Water Management System on which it abuts, nor shall an Owner fill, dike, rip-rap, block, divert or change the established lake or other Water Management System that have been or may be placed under Master Association control by conveyance, dedication, easement or license without the prior written consent of the Master Association. Each Owner shall take precautionary measures to prevent sediment from such Owner's Plot from accumulating in any lake or other Water Management System and, in the event of such accumulation, shall be responsible, at such Owner's cost, for promptly and correctly removing such sediment in a manner (i) which does not damage the lake or other Water Management System and (ii) which restores the lake or other Water Management System to its prior condition.

(f) The Master Association shall have the power and obligation to levy, lien and enforce sufficient Assessments, pursuant to, and per the terms of, Article XI below, to comply with this Article IV.

(g) The Master Association shall have the power to require a Neighborhood Association to maintain any portion of a lake or other Water Management System within the boundaries of such Neighborhood and to enforce such requirement pursuant to this Second Restated Master Declaration.

(h) Subject to regulation by applicable governmental entities, the Country Club Landowner shall have unlimited use rights for irrigation purposes of all water within any lakes or other Water Management Systems and unlimited easement in and access to the lakes and other

Water Management Systems. The Master Association shall not undertake any activity in connection with or modification of the lakes or other Water Management Systems that may affect the integrity or operation of the Country Club Premises, or the water supplies needed to sustain the Country Club Premises as determined by the Country Club Landowner in its sole discretion, without the express written consent of the Country Club Landowner. This provision shall not limit Master Association's ability or obligation to maintain the Water Management Systems to the minimum extent required by governmental regulations. The Master Association shall coordinate maintenance activities with the Country Club Landowner and may contract with the Country Club Landowner for the operation and maintenance of the lakes and other Water Management Systems. The Master Association shall be required to contract with the Country Club Landowner for the operation and maintenance of the lakes and other Water Management Systems, so long as the Country Club Landowner will provide such operation and maintenance at a cost that does not exceed a cost greater than the average of three estimates or bids provided by independent third parties.

(i) Boating, swimming, fishing, and ice skating shall be prohibited in any lake or other Water Management System within Master Common Area or a Neighborhood Common Area, unless approved by the Master Board.

(j) The Master Association shall take precautionary measures to prevent sediment from the Master Common Areas from accumulating in any lake or other Water Management System and, in the event of such accumulation, shall be responsible, at its cost, for promptly and correctly removing such sediment in a manner (i) which does not damage the lake or other Water Management System and (ii) which restores the lake or other Water Management System to its prior condition.

Section 4.03 Improvements on Lakes

For any existing or future bridges, docks, or other Improvements constructed for common use and benefit that extend over or into any lake or other Water Management System or any existing or future bulkheads or similar Improvements constructed for common use and benefit to support or enhance such lake or other Water Management System, the Master Association shall maintain any and all Improvements in good repair and condition, unless maintained by the municipality by reason of an accepted public dedication thereof. No Owner, except the Master Association, shall be permitted to construct any Improvement, permanent or temporary, on, over or under any lake or other Water Management System without the written consent of both the Master Association and the Country Club Landowner, which consents may be withheld for any reason.

Section 4.04 Indemnification

In connection with the platting of the Property, the Declarant may assume or may be required to assume certain obligations for the maintenance of any lakes or other Water Management Systems. The Declarant hereby assigns to the Master Association and the Master Association hereby assumes all the obligations of the Declarant under the plat. The Master Association further agrees that subsequent that it shall indemnify and hold Declarant harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or

personal injury or property damages or other damage arising from or out of occurrence, in, upon, at or from the maintenance of the lake or other Water Management System, occasioned wholly or in part by any act or omission of the Master Association or its agents, contractors, employees, servants or licenses.

ARTICLE V
NEIGHBORHOOD ASSOCIATIONS

Section 5.01 Neighborhood

The Declarant granted Neighborhood status to portions of the Bridgewater community. The Master Board reserves the right to grant Neighborhood status to a portion of the Bridgewater community.

Section 5.02 Neighborhood Common Area

The Master Association may contract with a Neighborhood Association, if any, to provide for the operation and maintenance of its Neighborhood Common Area.

(a) Subject to Section 5.02(b) below and Section 6.01 below, the cost and expense of maintaining the Neighborhood Common Area and the easements specified in Section 6.04 below shall not be part of the Common Expenses but shall be borne by the Owners of the Plots located in the Neighborhood as set forth in the Neighborhood Declaration.

(b) The Master Board reserves the right to cause portions of the Master Common Area(s) to become Neighborhood Common Area(s), and vice versa, by recording an instrument containing such provision with the Recorder of Hamilton County, Indiana.

(c) The Master Board has the right to require the Master Association to maintain certain Neighborhood Common Areas or portions or aspects thereof, in which case the cost of such maintenance shall be part of the Common Expenses and included in the Annual Assessment.

Section 5.03 Neighborhood Declarations

The Declarant reserved the right to, and did, record separate covenants, conditions, restrictions and other provisions applying to specific Neighborhoods.

Section 5.04 Master Association Services

At the request of a Neighborhood Association's Board of Directors, the Master Association may, but is not required to, perform association management services for any Neighborhood Association. Such services may include, but are not limited to:

(a) Consultations on policy determinations;

(b) Occupancy information booklets, newsletters, leadership development, rules, enforcement, recreation programs and other community relations activities;

- (c) Complaint handling, emergency management, record keeping and other general administrative activities;
- (d) Assessment collection, expense disbursement and other financial operations;
- (e) Insurance, bond, security services and other risk management activities;
- (f) Design review and construction inspection of alterations to the Property Improvements;
- (g) Secure and manage gate maintenance and operations;
- (h) Secure and manage landscape and irrigation contracts;
- (j) Manage water features, including without limitation fountains;
- (k) Maintenance of Neighborhood Common Areas and the exterior of Plots;
- (l) Supplementary security; and
- (m) Contracting for trash collection.

Any such association management service shall be at the option of the Master Association and the Neighborhood Association, and as contracted by them or otherwise agreed, including reimbursement and compensation therefor.

The Master Association and its officers, committees, employees and contractors shall perform any such Master Association management service as the agent of the Neighborhood being served and in accordance with any Neighborhood Founding Documents, programs, budgets and other policies of the Neighborhood Association.

ARTICLE VI
SPECIAL PROVISIONS REGARDING MASTER COMMON AREAS,
NEIGHBORHOOD COMMON AREAS AND CERTAIN EASEMENTS

Section 6.01 Maintenance by Master Association of Certain Neighborhood Common Areas

Notwithstanding anything to the contrary in the Second Restated Master Declaration or in any Neighborhood Declaration, the following described Neighborhood Common Areas, portions of Neighborhood Common Areas and/or Improvements located therein shall be maintained by the Master Association and the cost such maintenance shall be included in the Common Expenses under the Second Restated Master Declaration and the Annual Assessments under this Second Restated Master Declaration:

- (a) Wintergreen. The following in Wintergreen:

i. The masonry wall located within Wintergreen Block C and along 151st Street and the lawn and landscaping between such masonry wall and the northern boundary of the right of way of 151st Street;

ii. The masonry wall and faux gate located within Wintergreen Block C and along Carey Road and the lawn and landscaping between the eastern boundary of the right of way of Carey Road and such masonry wall and faux gate; and,

iii. The masonry wall located within Wintergreen Block C between (i) Pete Dye Boulevard and (ii) Wintergreen Plot H16 and Wintergreen Block D.

(b) Whistling Straits. The following in Whistling Straits: The masonry wall, guard house and faux gate located in Whistling Straits Block B and along Carey Road and Whistling Straits Block B.

(c) Commons. The following in the Commons: The Commons Smaller Island.

(d) Garden Homes. The following in the Garden Homes: The masonry wall, faux gates and immediately surrounding landscaping located in the northeast corner of the Garden Homes Block LL, adjacent to the southwest corner of the intersection of Gray Road and Golf Club Boulevard.

(e) Parks. The following in the Parks: The masonry wall, faux gates and immediately surrounding landscaping located in southeast corner of the Parks Block B, adjacent to the northwest corner of the intersection of Gray Road and Golf Club Boulevard.

(f) Preserve. The following in the Preserve:

i. The masonry wall located within Preserve Block A and along 161st Street and the lawn and landscaping between such masonry wall and the northern boundary of the right of way of 161st Street;

ii. The masonry wall located within Preserve Block B and along 161st Street and the lawn and landscaping between such masonry wall and the northern boundary of the right of way of 161st Street; and,

iii. The masonry wall located within Preserve Block B and along Carey Road and the lawn and landscaping between such masonry wall and the eastern boundary of the right of way of Carey Road.

Section 6.02 Maintenance of Other Neighborhood Common Areas and Improvements Located Therein

All Neighborhood Common Areas, other than those expressly specified in Section 6.01 above, shall continue to be maintained by the Neighborhood Association to which they have been conveyed, at such Neighborhood Association's expense, which expense shall be a part of the

common expenses of and assessments levied pursuant to the applicable Neighborhood Declaration and, therefore, by way of example and not by limitation, the entry way features flanking Hampton Drive at the entrance to Wintergreen shall continue to be maintained by the Wintergreen Homeowners Association, Inc. at the expense of the Wintergreen Homeowners Association, Inc. and shall be assessed per the terms of the Declaration of Covenants, Conditions and Restrictions for Wintergreen recorded with the Recorder of Hamilton County Indiana as Instrument Number 200600072283.

Section 6.03 Easements Granted to and Assumed by the Master Association

The Master Association shall perform all of the obligations under the following easements and shall include in its Common Expenses and Annual Assessment the cost of performing such obligations:

(a) Access and Maintenance Easement for Area Adjacent to Long Cove Boulevard: The “Access and Maintenance Easement for Area Adjacent to Long Cove Boulevard” granted by the Country Club Landowner to the Master Association and recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2016000713.

(b) Access and Maintenance Easement for Two Strips on Golf Club Boulevard: The “Access and Maintenance Easement for Two Strips on Golf Club Boulevard” granted by the Country Club Landowner to the Master Association and recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2016000712.

(c) Access and Maintenance Easement for Entry Wall on the Southwest Corner of 161st Street and Bridgewater Club Boulevard: The “Access and Maintenance Easement for Entry Wall on the Southwest Corner of 161st Street and Bridgewater Club Boulevard” granted by the Country Club Landowner to the Master Association and recorded with the Recorder as of Hamilton County, Indiana Instrument Number 2016000710.

Section 6.04 Easements Granted to and Assumed by Neighborhood Associations

The Neighborhood Associations to which the following described easements were granted shall perform all of the obligations under the following easements and shall include in their common expenses and annual assessment the cost of performing such obligations:

(a) Access and Maintenance Easement for the Whistling Straits East Entry Gate: The “Access and Maintenance Easement for the Whistling Straits East Entry Gate” granted by the Country Club Landowner to the Whistling Straits Homeowners Association, Inc. and recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2016000711.

(b) Access and Maintenance Easement for the Club Estates South Entry Wall: The “Maintenance and Access Easement for the Club Estates South Entry Wall” granted by Peggy S. Throgmartin to the Club Estates Homeowners Association, Inc. and recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2016000708;

(c) Access and Maintenance Easement for the Club Estates North Entry Wall: The “Maintenance and Access Easement for the Club Estates North Entry Wall” granted by the Country Club Landowner to the Club Estates Homeowners Association, Inc. and recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2016000709; and,

(d) Access and Maintenance Easement for Entry Improvements: The “Access and Maintenance Easement for Entry Improvements” granted by The Bridgewater Master Association, Inc. to the Bridgewater Commons Homeowners Association, Inc. and recorded with the Recorder Hamilton County, Indiana as Instrument Number 2016014525.

ARTICLE VII
UTILITY AND OTHER EASEMENTS, AND DEVELOPMENT RIGHTS

Section 7.01 Plat Easements

In addition to such other easements as are created in the Master Founding Documents or a Neighborhood’s Founding Documents, this Second Restated Master Declaration, in a Supplemental Declaration, or in a Neighborhood Declaration, and as may have been created by Declarant pursuant to other written instruments recorded in the office of the Recorder of Hamilton County, Indiana, all Plots, Master Common Areas, and Neighborhood Common Areas are subject to drainage easements, sewer easements, utility easements, entryway easements, landscape easements, water access easements, community area access easements, pathway easements, and non-access easements, either separately or in any combination thereof, as shown on any plat of all or any portion of the Property recorded with the Recorder of Hamilton County, Indiana, which are reserved for the use of the Owners, the Master Association, the Architectural Review Committee, the Country Club Landowner, public and private utility companies, and governmental agencies, as follows:

(a) Drainage Easements indicated on a plat are created to provide paths and courses for area and local storm drainage, either over land or in adequate underground conduit, to serve the needs of the Property, the Country Club Premises, and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each Owner to maintain the drainage across such Owner’s Plot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any Improvement, nor shall any grading restrict, in any manner, the water flow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over any drainage, by Declarant, the Country Club Landowner and by the Master Board, but neither the Declarant, the Country Club Landowner nor the Architectural Review Committee shall have any duty to undertake any such construction or reconstruction.

(b) Sewer Easements indicated on a plat are created for the use of the local governmental agency, public utility or private utility having jurisdiction over any storm and sanitary waste disposal system which may be designed to serve the Property and adjoining lands, including the Country Club Premises, for the purpose of installation and maintenance of sewers that are a part of said system.

(c) Utility Easements indicated on a plat are created for the use of the Master Association, the Country Club Landowner, and all public, municipal, or private utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, fiber optic cable and other facilities, as well as for all uses specified in the case of sewer easements.

(d) Entryway Easements indicated on a plat are created for the use by the Master Association for the installation, operation, and maintenance of any entryways.

(e) Landscape Easements indicated on a plat are created for the use by the Master Association and, where applicable, Neighborhood Associations, for the planting and maintenance of trees, shrubs, and other plantings.

(f) Water Access Easements indicated on a plat are created for the use by the Master Association, any Neighborhood Association and the Country Club Landowner for purpose of gaining access to any lake or other Water Management System in the course of maintenance, repair, or replacement of any portion thereof.

(g) Community Area Access Easements indicated on a plat are created for the use by the Master Association for the purpose of gaining access to a Master Common Area or Neighborhood Common Area in the course of maintenance, repair, or replacement thereof and for the use of Owners for the purpose of gaining access to such Master Common Area or Neighborhood Common Area to enjoy the use thereof to the extent authorized herein or in a Neighborhood's Founding Documents.

(h) Ingress/Egress Easements indicated on a plat identify Private Streets, lanes, and/or shared drives that were installed by Declarant, maintained by the Master Association or Neighborhood Association to which they are conveyed, and used by the Owners for access, ingress and egress.

(i) Non-Access Easements indicated on a plat are created to preclude access from certain Plots to abutting rights-of-way across the land subject to such easements.

All easements described herein include the right of reasonable ingress and egress for the exercise of other rights reserved. No structure, including fences, shall be built on any drainage, sewer, or utility easement if such structure would interfere with the utilization of such easement for the purpose intended or violate any applicable legal requirement or the terms and conditions of any easements specifically granted to a Person, by an instrument recorded with the Recorder of Hamilton County, Indiana; provided, however, that paved or concrete driveways necessary to provide access to a Plot from a Public Street or Private Street, and a sidewalk installed, together with replacements thereof, shall not be deemed a "structure" for the purpose of this restriction.

Section 7.02 Additional Easements

The following rights and easements reserved and retained in this Section 7.02 shall not be exercised with respect to a Plot, after the initial conveyance of such Plot by Declarant to an Owner, in a manner that (i) unreasonably affects any Dwelling Unit or portion thereof located upon such

Plot or the Owner's use or enjoyment thereof, or (ii) unreasonably affects the rights of ingress and egress to such Plot:

(a) The Master Association hereby reserves and shall have the right (i) to grant telephone, gas, water, sewer, irrigation, drainage, cable television, fiber optic cable or other easements, including rights of access to maintain, repair, replace, or install fixtures and appurtenances necessary for such utility and government services for the benefit of the appropriate utility companies, agencies, franchises, or government agencies, and to relocate any existing easement in any portion of the Property, and (ii) to grant access easements and to relocate any existing access easements in any portion of the Property as the Master Association shall deem necessary or desirable, for the proper operation and maintenance of the Property, or any portion thereof, or for the general health or welfare of the Owners, or for the purpose of carrying out any provision of this Second Restated Master Declaration.

(b) There is hereby created a blanket easement over, across, through, and under the Property for ingress, egress, installation, replacement, repair, and maintenance of underground utility and service lines and systems including, but not limited to, water, sewers, gas, telephone, electricity, television, cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on the Property and to excavate for such purposes if such company restores the disturbed area as nearly as is practicable to the condition in which it was found. No sewers, electric lines, water lines, utility service lines or facilities for such utilities, may be installed or relocated within the Property, except as approved by the Master Board thereafter. Should any utility furnishing a service covered by this general easement request a specific easement by separate recordable document, the Master Association shall have the right to grant such easement on the Property without conflicting with the terms hereof. Notwithstanding anything herein to the contrary, however, this blanket easement shall in no way affect any recorded easements on the Property, shall be limited to Improvements as originally constructed, and shall not cover any portion of a Plot upon which a Dwelling Unit has been constructed.

(c) The Master Board, on behalf of the Master Association, reserves to itself and its designees the right and power, to declare and file or record additional easements granting full, free right, power and authority to lay, operate, and maintain such drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, communication lines, cable television lines, and such other public service facilities as the Master Board may deem necessary along, through, in, and over a strip of land ten (10) feet in width from all side, front, and rear lines of any Plot. These easements may be granted for the benefit of the Property or burden the Property for the benefit of other real estate including, without limitation, the Country Club Premises.

Section 7.03 Master Common Area and Neighborhood Common Area Easements

All Master Common Areas and Neighborhood Common Areas are hereby declared to be subject to a perpetual, non-exclusive easement in favor of the Master Association and its employees and agents in order that such employees and agents may carry out their duties on behalf of the Master Association. Notwithstanding anything else to the contrary set forth in this Second Restated Master Declaration, the Master Board, at its sole discretion, reserves the right to grant

perpetual, non-exclusive easements over the Master Common Areas and Neighborhood Common Areas for ingress, egress, utilities, water, sewer, cable television, fiber optic cable, drainage and other purposes for the benefit of the Master Common Area, Neighborhood Common Area, Country Club Premises or any Plot or of other real property.

Section 7.04 Signage Easement

A No signs shall be placed on or allowed to be placed on or adjacent to a Plot, Master Common Area, or Neighborhood Common Area by any Owner without the prior written approval of the Architectural Review Committee.

Section 7.05 Master Association's Easement to Correct Drainage

The Master Association reserves a blanket easement and right on, over and under the ground within the Property to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Master Association shall restore the affected Property to its original condition as nearly as practicable. The Master Association shall give reasonable notice of its intention to take such action to all affected Owners, unless in the opinion of the Master Board, an emergency exists which precludes such notice.

Section 7.06 Enforcement Easements

Each Owner hereby grants to the Master Association a non-exclusive easement for ingress and egress over the Master Common Area, Neighborhood Common Area, and over each Owner's Plot, to enter upon the same at reasonable times to enforce the provisions of this Second Restated Master Declaration, and the same shall not constitute a trespass.

Section 7.07 Easements of Encroachment

There shall be reciprocal appurtenant easements of encroachment as between each Plot and such portion or portions of the Master Common Area adjacent thereto or as between adjacent Plots due to the unintentional placement or settling or shifting of the Improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Plot and the adjacent portion of the Master Common Area or as between said adjacent Plot, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Master Association.

Section 7.08 Right of Entry

The Master Association shall have the right, but not the obligation, to enter upon any Plot for emergency, security, and safety reasons, to perform maintenance pursuant to this Second Restated Master Declaration, and to inspect for the purpose of ensuring compliance with this

Second Restated Master Declaration and any Supplemental Declaration or Neighborhood Declaration, which right may be exercised by any member of the Master Board, the Master Association, officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Master Association to enter upon any Plot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Master Board, but shall not authorize entry into Dwelling Unit without permission of the Owner, except by emergency personnel acting in their official capacities.

ARTICLE VIII
COVENANTS, CONDITIONS AND RESTRICTIONS

Section 8.01 General Use Restrictions

PUD Ordinance One applies to all of the Property other than Grassy Branch, and PUD Ordinance Two applies to Grassy Branch. Declarant reserves solely unto itself the right and the power to inaugurate and implement variations from, modifications to, or amendments of the PUD Ordinance One and PUD Ordinance Two and to any other governmental plans, land development regulations, development orders and development permits applicable to the Property.

(a) A Plot may be utilized for residential use and for no other purpose other than such home occupations as permitted by and subject to the restrictions contained in the PUD Ordinance One and PUD Ordinance Two, as applicable, and the official Zoning Ordinance of the City of Westfield, Indiana. Declarant may vary the size of a Plot or Plots by adding or deleting parts of other lands or Plots and may vary the number or size of any parcels within the PUD Ordinance One and PUD Ordinance Two, subject to any ordinances of governing bodies.

(b) An Owner shall commence construction on such Owner's Plot within two (2) years from the date of closing. If an original Owner resells such Plot within the initial two (2) year period, the new Owner(s) will be required to commence construction within two (2) years of the date of closing between the Declarant and the original Owner. If the Owner does not commence construction within that period of time, then the Declarant shall have the right, but not the obligation, to purchase the Plot from the Owner at ninety-seven (97%) of the original purchase price, paid to the Owner. The Declarant, at its sole discretion, may extend such date for commencement of construction to an Owner and such extension for one (1) Owner shall not give cause for such extension to any other Owner of a Plot.

(c) Unless otherwise specified in a Supplemental Declaration or a Neighborhood Declaration, the maintenance, repair and replacement of the Plots and Dwelling Units shall be the responsibility of the Owner thereof. The Owner's responsibility shall be to keep the appearance of such Owner's Dwelling Unit and all related Improvements in a condition comparable to when they were new, except normal wear. The Owner's responsibility includes, without limitation, (i) air conditioning compressors, screens, garage doors, glass, exterior lights, patios, exterior painting, all utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are

located upon or under such Owner's Plot and which service only such Dwelling Unit and driveways that service that individual Dwelling Unit, and (ii) Plot maintenance and the maintenance and irrigation of all grass and landscaping located upon such Plot.

(d) No Master Common Area shall be improved or altered by an Owner or any other Person whomsoever, except by the Master Association, nor shall any grading, excavation, tree removal or change of exterior color or other work which in any way alters the exterior appearance of the Master Common Area be done by those named in this Section 8.01(e) without the prior written approval of the Architectural Review Committee.

Section 8.02 Architectural and Aesthetic Control

(a) Subject to the approved Architectural Planning Criteria, the Declarant hereby retains architectural control of new construction on unimproved Plots located in Club Estates, Grassy Branch, Garden Homes and Townhomes (collectively, the "Unimproved Plots"); provided, however, (i) Declarant and the Applicant (hereafter defined) shall comply with all terms, criteria, requirements and procedures for architectural approval as set forth in Sections 8.02 and 8.03 of this Second Restated Master Declaration (except Declarant shall fulfill the role of the Architectural Review Committee), (ii) all applications and plans shall be submitted to the Declarant, together with a review fee in an amount to be determined by the Declarant, not to exceed the sum of four hundred fifty dollars (\$450.00), and (iii) after completion of construction of a Dwelling Unit on the Unimproved Plots, the Architectural Review Committee shall resume architectural control of the Unimproved Plots.

(b) The Architectural Review Committee may establish and from time to time modify and grant variances from the provisions of this Article VIII and the standards for the control of the design of all structures and other development within the Property.

(c) Subject to the approved Architectural Planning Criteria, the Master Board hereby delegates architectural control of the Plots to the Architectural Review Committee.

(d) No Dwelling Unit, building, fence, wall, flag pole, fountain, antenna, recreational and playground equipment, basketball court or other structure, landscaping or exterior lighting plan or any other type of Improvement, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. Improvements or modifications which are specifically subject to architectural approval in the sole and absolute discretion of the Architectural Review Committee include, without limitation (i) the construction of the initial Dwelling Unit and structures on a Plot and the painting or alteration of a Dwelling Unit (including doors, windows, roof), (ii) the installation of solar panels, collectors or other devices, (iii) the construction of fountains, swimming pools, hot tubs, (iv) the construction of fences, additions of awnings, shelters, gates, flower boxes, shelves and statues, and (v) the removal from a Plot of any trees, having a diameter of three (3) inches or more at a height of one (1) foot above grade.

(e) The approval, rejection, or withholding of any approval by the Architectural Review Committee of the plans, proposals and specifications, and the location of all structures, and every alteration of any structure shall not be construed or interpreted as a representation or determination by the Architectural Review Committee that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met.

(f) The Architectural Review Committee shall have no duty, responsibility nor liability to an Owner, the Master Association, or any other Persons whomsoever in respect to the exercise of its rights or the failure to exercise its rights. The Architectural Review Committee may reject plans, proposals and specifications based on any grounds or reason whatsoever, including purely aesthetic grounds, in its sole, subjective, and absolute discretion. The Architectural Review Committee's decision to approve, reject or withhold its approval of such work may in the sole exercise of its discretion, be based upon: (i) the harmony of its exterior design, color and location in relation to, and its effect upon, surrounding structures, vegetation, topography, and the overall community design; (ii) the character of the exterior materials; (iii) the planned quality of the exterior workmanship; (iv) Architectural Review Committee's design and construction standards; (v) and/or (vi) any other material and relevant factors, subject to the approved Architectural Planning Criteria.

(g) Neither the Architectural Review Committee, the Master Board, or their members shall be liable for damages to anyone submitting plans to them for approval, or to an Owner by reason of mistake of judgment, negligence or non-feasance arising out of or in connection with the approval, disapproval or failure to approve any such plans or specifications. Every Person who submits plans to the Architectural Review Committee (or Declarant, where applicable) for approval ("Applicant") agrees, by submission of such plans and specifications, and every Owner of a Plot agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the Architectural Review Committee, Declarant (where applicable) or the Master Board to recover any such damages.

Section 8.03 Architectural Review Committee

The architectural review and control functions shall be administered and performed by the Architectural Review Committee, which shall consist of at least three (3) members who need not be Master Association Members. Members of the Architectural Review Committee shall be appointed by, and shall serve at the pleasure of, the Master Board. A Majority of the Architectural Review Committee shall constitute a quorum to transact business at any meeting of the Architectural Review Committee, and the action of a Majority present at a meeting at which a quorum is present shall constitute the action of the Architectural Review Committee. Any vacancy occurring on the Architectural Review Committee because of death, resignation, or other termination of service of any member thereof shall be filled by the Master Board.

(a) The Architectural Review Committee shall have the following powers and duties:

(i) To draft Architectural Planning Criteria. The Architectural Review Committee shall recommend to the Master Board modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this

Second Restated Master Declaration and shall not be effective until adopted by a Majority of the Master Board.

(ii) In accordance with the Master Association Design Guidelines, to require submission to the Architectural Review Committee of complete preliminary and final plans and specifications as hereinafter defined for any Improvement or alteration to any structure of any kind, to be constructed by any Person or entity, including, without limitation, any building, Dwelling Unit, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, exterior lighting scheme or other Improvement. The Architectural Review Committee may also require submission of samples of building materials and colors proposed for use in the proposed Improvement and may require such additional information as reasonably may be necessary for the Architectural Review Committee to completely evaluate the proposed Improvement in accordance with the Second Restated Master Declaration and the Architectural Planning Criteria.

(iii) To approve or disapprove any proposed Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Plot or the Property. Any Member whose application has been denied by the Architectural Review Committee shall have the right to make a written request to the Master Board within thirty (30) days of such decision, for a review thereof. The determination of the Master Board upon reviewing any such decision shall be final.

(iv) To evaluate such application for the total effect, including the manner in which the Plot is developed. This evaluation relates to matters of judgment and taste that cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that a proposed Improvement might meet individual criteria delineated in this Article VIII and the Architectural Planning Criteria and still not receive approval if, in the sole judgment of the Architectural Review Committee, its overall aesthetic impact is unacceptable. The approval of an application for one proposed Improvement shall not be construed as creating any obligation on the part of the Architectural Review Committee to approve applications involving similar designs for proposed Improvements pertaining to different Plots.

(v) To demand that if any proposed Improvement as aforesaid shall be changed, modified or altered without prior approval of the Architectural Review Committee of such change, modification or alteration, and the plans and specifications therefore, if any, that the Owner shall cause the proposed Improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the Architectural Review Committee, and shall bear all costs and expenses of such restoration, including costs and reasonable attorney's fees of the Architectural Review Committee.

(vi) To require any Owner making or causing to be made any proposed Improvement or additions to the Property or a Plot to hold the Architectural Review

Committee, the Master Association, and all other Owners harmless from any liability, damage to the Property and from expenses arising from the construction and installation of any proposed Improvement and require the Owner to be solely responsible for the maintenance, repair and insurance of any alteration, modification or change and for assuring that the proposed Improvement meets with all applicable governmental approvals, rules and regulations.

(vii) To require the applying Owner to pay such charges as it deems necessary to cover the cost of review of the plans and specifications.

(viii) To permit variances to any development standards and/or criteria in this Second Restated Master Declaration, Neighborhood Declaration, or the Architectural Planning Criteria.

(b) The Architectural Review Committee shall approve or disapprove the application for a proposed Improvement within thirty (30) days after each has been submitted to it in proper form together with all supporting information. If the plans are not approved within such period, they shall be deemed disapproved. All applications and plans shall be submitted to the Architectural Review Committee, together with a review fee in an amount to be determined by the Architectural Review Committee, not to exceed the sum of four hundred fifty dollars (\$450.00), in duplicate and shall contain the following information:

(i) Required Building Plan Information:

- Dwelling Unit floor plan.
- Building elevations.
- Materials and colors proposed for exterior walls, roof and driveway.

(ii) Required Site Plan Information:

- Existing grades; finished grading plan.
- Building location with dimensions to property lines.
- Drives, walks, walls, pools and enclosures and terraces.
- Areas to be grassed and irrigated; type of grass planted.
- Irrigation system design.
- Landscape planting plan.

(c) The Architectural Review Committee will use reasonable judgment in accepting or disapproving all plans and specifications submitted to it, provided however, the Architectural Review Committee shall not approve any plans or specifications which are visible from the Country Club Premises, without the prior written consent of the Country Club Landowner. Neither the Architectural Review Committee nor any individual Architectural Review Committee member will be liable to any Person for any official act of the Architectural Review Committee in connection with submitted plans and specifications. Approval by the Architectural Review Committee does not in any manner constitute or assure approval by the appropriate governmental or municipal board, commission, council and/or agency. Notwithstanding that the Architectural Review Committee has approved plans and specifications, neither the Architectural Review

Committee nor any of its members will be responsible or liable to any Owner, developer or contractor with respect to any loss, liability, claim or expense which may arise by reason of such approval of the construction of the Improvements. Neither the Master Board, the Architectural Review Committee, nor any agent thereof, nor any of its employees, agents or consultants will be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Master Founding Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events the Architectural Review Committee will be defended and indemnified by the Master Association in any such suit or proceeding that may arise by reason of the Architectural Review Committee's decision.

Section 8.04 Air Conditioners

No window or wall air conditioning units shall be permitted.

Section 8.05 Antennas and Flagpoles

No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, solar water panels, antenna towers or citizen band (CB) or amateur band (HAM) antennas shall be permitted except as approved in writing by the Architectural Review Committee. A flagpole for display of the American flag (only) shall be permitted if first approved by all governmental authorities and in writing by the Architectural Review Committee. Both its design and location must be first approved in writing by the Architectural Review Committee. An approved flagpole shall not be used as an antenna. It is the intent of this provision to protect Owners from unreasonable interference with television reception, electronic devices, and the operation of home appliances caused by the operation of HAM radios, CB radios and other high-powered broadcasting equipment. Satellite television reception devices must be reviewed and approved by the Architectural Review Committee.

Section 8.06 Awnings and Windows

Awnings, shutters, solar film and other window shading or decoration shall be subject to the prior approval and control of the Architectural Review Committee.

Section 8.07 Clothes Drying Area

No outdoor clothes drying area shall be allowed unless approved in writing by the Architectural Review Committee, which approval may later be revoked by the Architectural Review Committee.

Section 8.08 Colors

No exterior colors on any Dwelling Unit or other structure shall be permitted that, in the judgment of the Architectural Review Committee, would be inharmonious or discordant or incongruous with the intended development of the Property. The initial exterior color of structures and any later changes thereto must be approved in writing by the Architectural Review Committee in advance.

Section 8.09 Construction

(a) During the period of construction, reconstruction or renovation, the construction site on the Plot shall be maintained in a neat and orderly manner.

(b) All parking of construction vehicles and placement of building materials must be confined to the construction site or to a site or location approved by the Master Association for such purpose. Parking on the Public Streets or Private Streets, other than as incident to the development, maintenance and repair of the Country Club Premises, may be restricted by the Declarant, the Master Association, or the Architectural Review Committee, particularly in areas where Golf Cart Paths are part of the roadway system.

(c) Each construction site shall have a commercial trash receptacle or other receptacle approved by the Architectural Review Committee located thereon which is emptied on a regular and timely basis.

(d) No temporary trailers shall be placed on any construction site without the prior written approval of the Architectural Review Committee.

(e) The Master Association shall have the right to require contractors to remove all debris and store all materials in a sightly fashion at the contractor's sole cost and expense.

(f) The failure by a contractor to abide by this Section 8.09 shall result in the Owner of the Plot whose home is being constructed to be assessed and subject to the lien rights of the Master Association for all monies incurred by the Master Association for cleaning up the site. During construction of a Dwelling Unit, the Plot Owner shall be liable and will be charged by the Master Association for any damage to the Master Common Area, Neighborhood Common Area, and/or roadways or sidewalks abutting the Owner's Plot, whether or not the perpetrator of the damage is known.

(g) Once construction has commenced, work thereon must be performed diligently and completed within one (1) year, unless approved otherwise by the Architectural Review Committee. If for any reason work is discontinued and there is no substantial progress towards completion for a continuous one (1) month period, then the Master Association shall have the right, but not the obligation, after ten (10) days advance notice to the Owner of record of the Plot, to access the Plot, and take such steps as may be required to correct an undesirable appearance, specifically including the right to demolish a partially completed structure and remove the debris from the Plot. Further, the Master Association shall have the right, but not the obligation, to complete said home in substantial accordance with the plans and specifications previously approved by the Architectural Review Committee allowing for such deviations from the plans as the Master Association, in its sole discretion, deems appropriate. The reason for such correction shall be solely in the discretion of the Master Association and may include, but not be limited to, purely aesthetic grounds. The Owner of the Plot shall be liable for all costs incurred in such action and the total costs thereof will be a lien on the Plot, which lien may be established and foreclosed or otherwise enforced in accordance with Indiana law and in the same manner as is provided herein for the enforcement of Assessment liens.

Section 8.10 Exculpation of Declarant

Declarant may grant, withhold or deny its permission or approval, in any instance where its permission or approval is permitted or required, without any liability of any nature or kind to Owner or any Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons. The use restrictions of this Second Restated Master Declaration including, without limitation, any provisions of this Second Restated Master Declaration, shall not apply to any Property owned by the Declarant prior to its conveyance to an Owner other than the Declarant.

Section 8.11 Drainage

No Owner will do or permit any work, place any landscaping or install any other Improvements or suffer the existence of any condition whatsoever which will alter or interfere with the drainage pattern for the Property, except to the extent such alteration and drainage pattern is approved by the Master Association.

Section 8.12 Driveways

All driveways shall be constructed of materials approved by the Architectural Review Committee. Textured or featured paving such as pavers or concrete are preferred driveway materials. Driveways may connect to roadways only at points that have been approved by the Architectural Review Committee.

Section 8.13 Dwelling Roofs

All roofing material(s) must be approved by the Architectural Review Committee. The type of material proposed for a structure must be included in the building plans submitted to the Architectural Review Committee for approval.

Section 8.14 Dwelling Set Back, Size and Height Restrictions

(a) Individual determination of all applicable bulk standards including, without limitation, set back lines, yards, separations, size and heights, shall be made by the Architectural Review Committee within the guidelines and restrictions of the PUD Ordinance One and PUD Ordinance Two, as applicable. Further, certain bulk standards may be specified in a Neighborhood Declaration or a Supplemental Declaration.

(b) Subject to any required municipal approvals, a Dwelling Unit may be located upon a single Plot together with portions of other Plots and, in such event, any side set back lines shall apply to the lines bordering adjoining Property.

(c) The Architectural Review Committee shall have the right to impose additional set back requirements for all Plot lines to preserve line of sight of neighboring properties. Subject to any required municipal approvals, the Architectural Review Committee may modify the setback restrictions for an individual Plot where, in its opinion and sole discretion, such modification is

necessary for the preservation of or the maintenance of overall aesthetics in the area or aesthetics and functionality of the Country Club Premises.

Section 8.15 Enclosures

(a) All enclosures, including spa, hot tub and swimming pool enclosures (screened or otherwise), shall be constructed and maintained with compatible design, color and materials as the Dwelling Unit in connection with which it is utilized.

(b) The location and design of all swimming pools, spas and hot tubs, and their enclosures and screens, must be approved by the Architectural Review Committee, in writing, prior to construction.

Section 8.16 Entry Rights

(a) Each Owner shall permit the Master Association, or any employee to enter upon Master Common Area and upon the Owner's Plot at reasonable times, to carry out the provisions of this Second Restated Master Declaration, and the same shall not constitute a trespass.

(b) Such entry shall include, but not be limited to, the right to use of the Owner's water from an outside spigot if used for maintenance of the Owner's Plot, as the case may be. This provision shall not be construed as authorizing the entry into any structure located on any Plot.

Section 8.17 Excavation

No excavation will be made except in connection with approved Improvements as provided in this Second Restated Master Declaration. For purposes of this Section 8.17, "excavation" means any disturbance of the surface of the land that results in the removal of earth, rock or other substance, a depth of more than eighteen inches below the natural surface of the land.

Section 8.18 Factory-Built Structures

No structure of any kind that is commonly known as "factory-built", "modular", or "mobile home" type of construction shall be allowed on a Plot.

Section 8.19 Accessory Buildings, Storage Areas, and Garages

(a) No storage area, maid's quarters, guest house, or other accessory building, shall be erected which is separated from the Dwelling Unit, unless approved by the Architectural Review Committee. Further, no garage shall be erected which is separated from the Dwelling Unit, except in the case of condominiums, unless approved by the Architectural Review Committee. Each Dwelling Unit shall have a garage that shall accommodate no less than two automobiles, except in the case of condominiums, villas, or as approved by Architectural Review Committee; provided, however, that in certain areas the Architectural Review Committee may require greater garage capacity. Repair of vehicles shall be permitted only inside the garage. All garage doors shall include an automatic closing device and shall be closed when not in use for ingress and egress to the garage. If owner shall have a Private Cart garage, it too shall be equipped with an electric door

opener and shall be closed when not in use for ingress and egress to the garage. A garage door opening on any Dwelling Unit may not exceed ten (10) feet in height, unless approved by the Architectural Review Committee. Carports shall be prohibited.

(b) Unless approved by the Architectural Review Committee, no enclosed storage area shall be erected which is separated from the Dwelling Unit.

Section 8.20 Garbage, Trash and Refuse

All garbage, trash and refuse containers must be placed in walled-in, sight-screened or fenced-in areas so that they all not be readily visible from any adjacent Public Streets, Private Streets or Plots.

Section 8.21 Drainage Grade of Plot

No fill shall be used to extend a Plot beyond the pre-existing Plot line. To preserve existing landforms and site vegetation, grading plans for each Plot shall be sensitive to the existing vegetation and features of the Plot. Grading and construction practices, which disturb these natural features, promote erosion. Erosion control throughout the building and landscaping process is the responsibility of the Owner and their Builder. Planting shall be supplemented where disturbance occurs. Every effort shall be made to minimize grading and excavating and to contain construction within fixed limits including materials storage and parking of construction vehicles. Each Plot has its own natural drainage pattern resulting from its topography and vegetation. Whenever possible, this surface drainage pattern shall be preserved using surface systems such as swales, culverts and retention basins. Impervious surfaces shall be minimized. Where closed underground systems are necessary, release points must be designed to reduce erosion. Drainage impacts on surrounding Plots and the Country Club Premises must be minimized and negative impacts must be mitigated. All drainage swales must either be mulched and planted or stabilized by other means immediately following construction.

Section 8.22 Health and Safety Hazards

Any conditions which are deemed by the Master Association to be a hazard to the public health or safety may be corrected immediately as an emergency matter by the Master Association and the cost thereof shall be charged to the responsible Owner, and payment may be enforced by a lien established and enforced in accordance with Indiana law against the Plot with the same force and effect as if the charge were part of the Assessments.

Section 8.23 Landscaping

(a) Prior to any landscape installation, each Owner shall submit to the Architectural Review Committee for approval a landscape, irrigation and land grading plan for the Plot. No landscaping shall be installed, cut down, destroyed or removed without the prior written consent of the Architectural Review Committee. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Plot, unless approved by the Architectural Review Committee.

(b) From the date of purchase to commencement of construction, the Owner shall provide proper maintenance and keep the Plot in a clean and orderly condition and do any clearing that may be required by the Master Association from time to time. Any request by the Master Association for Plot maintenance or clearing shall be solely in the discretion of the Master Association and may include, but not be limited to purely aesthetic grounds. If there is no substantial progress towards compliance with a maintenance or clearing request to the Owner, the Master Association shall have the right, after ten (10) days advance notice to the Owner of record of the Plot, to take such steps as may be required to correct an undesirable appearance. The Owner of the Plot shall be liable for all costs incurred in such action and the total costs thereof will be a lien on the Plot, which lien may be established and foreclosed or otherwise collected in accordance with Indiana law and in the same manner as provided herein for the enforcement of Assessment liens.

(c) The Owner of a Plot shall be responsible for maintaining and keeping the landscape irrigation system installed in or on the Owner's Plot in good working order.

(d) All areas on the Owner's Plot not covered by Dwelling Units or other structures, walkways or paved parking facilities shall be maintained as lawn or landscaped areas. No stone, gravel, or paving of any type shall be used as a substitute for grass in a lawn or for mulch in a landscape bed or area unless approved in writing by the Architectural Review Committee. All lawns and landscaping shall be completed at the time of completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall thereafter be kept in good condition by the Owner. Sprinkler systems located on Master Common Area adjacent to an Owner's Plot shall be the responsibility of the Master Association.

(e) No weeds, high lawns, underbrush, undesirable exotic plants or other unsightly growth shall be permitted to grow or remain upon any part of a Plot. Natural areas are desired and not prohibited, but must be maintained and must not grow wild. Lawn growth shall not exceed a maximum of four (4) inches above the ground at any time and all trees and shrubbery shall be appropriately trimmed as needed. If, for any reason, an Owner permits such weeds, high grass, underbrush or other unsightly growth and fails to correct same after five (5) days advance notice from the Master Association, then the Master Association shall have the right to enter upon the premises and make such corrections and shall charge the Owner for the cost of the corrections. Said charge, until paid, shall be a lien against the Plot of the Owner responsible for the payment. This lien may be established and enforced by the Master Association in accordance with Indiana law and in the same manner as provided herein for the enforcement of Assessment liens.

(f) Surface water runoff must be properly handled and cause no ponding, erosion sediment accumulation or unfavorable impact on adjacent Plots, lakes or other Water Management Systems and/or Master Common Area. No changes in the elevations of any Plot or right-of-way shall be made which will interfere with the approved drainage, or otherwise cause undue hardship to adjoining property, except with approval of the Architectural Review Committee.

(g) No landscaping materials shall be placed by an Owner within thirty (30) feet of the boundaries of the Country Club Land without the written consent of the Country Club Landowner and Master Association, which consent may be reversed at any time. Upon written notice by the Master Association or the Country Club of a consent reversal, Owner shall remove all offending

landscaping materials within thirty (30) days of said notice. Such removal shall be at the Owner's sole cost and expense and without compensation from the Master Association or the Country Club. If, for any reason, an Owner fails to remove all offending landscaping materials in accordance with the Master Association's or the Country Club's notice, the Master Association and the Country Club Landowner shall have the right to enter upon the premises and make such corrections and shall charge the Owner for such corrections. Said charge, until paid, shall be a lien against the Plot of the owner responsible for the payment. This lien may be established and enforced by the Master Association or the Country Club in accordance with Indiana law and in the same manner as provided herein for the enforcement of Assessment liens.

(h) All Plots for Detached Dwellings shall have a minimum of four (4) shade trees and two (2) ornamental trees. In the discretion of the Architectural Review Committee, credit may be given for existing trees, depending upon their location.

(i) All lawns must be sodded or hydroseeded as determined by the Architectural Review Committee in its sole discretion. Irrigation is required for all lawns in full, unless approved otherwise by the Architectural Review Committee such as in heavy wooded areas. No synthetic or artificial plant materials such as Astroturf or imported, exotic and/or inorganic materials such as lava rock will be approved by the Architectural Review Committee in areas visible from off site or adjacent Plots. Irrigation and turf shall be extended to the area along the road.

(j) The beauty of each Dwelling Unit and Plot is to be enhanced by planting materials that create a composition. Priority should be given to scale and balance of plantings as they affect the view of the Plot and Dwelling Unit from the Public Streets or Private Streets. Corners should be softened and expanses of any plain facades should be broken up by layering from the ground plain, using small plants toward the front and then transitioning to larger plants near the foundation. A single row of uniformly spaced plants of equal size arranged in a single row along the foundation is not acceptable. Installing plant material with different sizes and textures, in natural groupings, is encouraged. Plantings should be used to effectively screen mechanical equipment, such as compressors, tanks, meters, and other unsightly features, from neighbors and public view.

(k) Planting is to be accomplished immediately after construction or within one (1) year from issuance of the building permit, whichever is earliest, unless a variance is granted due to seasonal issues.

Section 8.24 Leasing

No time share program shall be permitted on any Plot; however, an Owner may lease his Dwelling Unit without prior approval by the Master Board subject to the following restrictions and conditions:

(a) No lease or rental agreement shall be entered into for an initial term of less than ninety (90) days without the prior written approval of the Master Board. The lease must be written, and a fully executed copy must be provided to the Master Association not less than fourteen (14) days before the beginning of the lease term, together with such other information about the lessee(s) as the Master Board may reasonably require including with the name of the tenant(s) and any other

adults living in the Dwelling Unit together with contact information including telephone numbers and email addresses.

(b) All of the provisions of the Master Founding Documents and the Master Association Master Rules and Regulations pertaining to use and occupancy shall be applicable and enforceable against both the Owner of, and any Person occupying, a Dwelling Unit. The Master Association has the right to require each Owner to produce proof of insurance. The costs incurred by the Master Association by reason of any Owner's failure or refusal to comply with this Section 8.24 shall be immediately due and payable by the Owner in all respects, together with interest reasonable attorney's fees and costs of collection, upon the Master Association notifying the Owner, in writing, that it has procured such insurance.

(c) For any Plot acquired after the filing of this Second Restated Master Declaration with the Hamilton County Recorder, for a period of at least three (3) years after an Owner's acquisition of a Plot and Dwelling Unit, said Owner cannot lease such Dwelling Unit (the "Waiting Period"). After such time, said home will be eligible to be leased if all other conditions of this Section 8.24 are satisfied and provided further that the Owner is not delinquent in the payment of any assessments or other charges to the Master Association. The Owner may request the Master Board to waive the Waiting Period and approve a proposed lease if the Owner establishes to the Master Board's satisfaction that the Waiting Period will cause undue hardship. If a majority of the entire Master Board approves in writing of the Owner's hardship request, the Master Board shall permit the Owner to rent or lease said Dwelling Unit, subject to any further conditions or limitations imposed by the Master Board in its discretion, so long as the Owner satisfies all other requirements of this Section 8.24. Such decision shall be at the sole discretion of the Master Board. The Master Board will decide the duration of a given hardship exception and will not generally be longer than one (1) year unless there are extenuating circumstances as determined by the Master Board.

The Waiting Period shall not apply to any institutional mortgagee of any Plot which comes into possession of a Plot. However, when a Plot is sold or conveyed by such an institutional mortgagee to a subsequent purchaser, that subsequent purchaser shall be bound by the provisions of this Section 8.24, including the Waiting Period.

(d) In no event shall an Owner be permitted to lease, rent, or otherwise operate his or her Dwelling Unit or Plot on a short-term rental basis for any term of less than ninety (90) days. This ninety (90) day short-term rental prohibition includes, but is not limited to, the use of a short-term rental platform through which unaffiliated parties offer to rent a short-term rental to an occupant and collects consideration for the rental from the occupant such as Airbnb or VRBO.

(e) The Master Rules and Regulations may include provisions limiting, restricting or qualifying the right of an owner to lease his or her Dwelling Unit, which provisions may by the Master Board be unilaterally amended from time to time in the sole discretion of the Master Board, without notice or the consent of any Person.

Section 8.25 Lighting and Fountains

(a) All exterior lighting and fountains on a Plot shall be accomplished in accordance with a plan approved in writing by the Architectural Review Committee prior to installation.

(b) Lighting for landscape, pool, recreation and security purposes and fountains shall be designed so as not to be an annoyance to the surrounding Dwelling Units. Time clock controls may be used.

(c) Except as were initially installed by Declarant, no spotlights, floodlights, or similar type of high intensity lighting shall be placed or utilized upon any Plot which in any way will allow light to be reflected on any other Plot or the Improvements thereon without the written authorization of the Architectural Review Committee. Other types of low intensity lighting which do not unreasonably disturb the Owners or other occupants of the Property may be allowed by the Architectural Review Committee. If the Declarant, an Owner or a Builder installs (or previously installed) a front yard lamp on a Plot, then the Owner of each Plot shall maintain and keep operating that lamp during all hours of darkness and the Owner's responsibility includes any replacement of the photoelectric cell and replacement of light bulbs. In the event that the front yard lamp is not functional for a two (2) week period, the Neighborhood Association, if applicable, and the Master Association, shall have the right to repair the lamp and the Owner shall reimburse the Neighborhood Association or the Master Association, as applicable, for the costs of such repairs.

Section 8.26 Mailboxes

No mailbox, paper box, or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Plot other than that approved by the Architectural Review Committee. The Architectural Review Committee may require consistent or uniform mailboxes within a Neighborhood.

Section 8.27 Noise

No exterior horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Property or Improvements, will be placed or used on any portion of the Property.

Section 8.28 Nuisances

No obnoxious, unpleasant or offensive activity shall be carried on, nor may anything be done which can be reasonably construed to constitute a nuisance, public or private in nature. The determination of a nuisance shall be made by the Master Board, which may exercise legal action to correct any nuisance and shall charge the respective Owner the costs of any legal fees incurred which shall be an Individual Assessment on the respective Plot and may be established as a lien in accordance with Indiana law upon the Plot against which such Individual Assessment is made.

Section 8.29 Outdoor Equipment

All oil tanks, bottled gas tanks, swimming pool equipment and housing, air conditioning equipment, and other such outdoor equipment, must be placed underground, walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent Public Streets, Private Streets or Plots. Otherwise, adequate landscaping shall be installed around these facilities so that they cannot be visible from adjacent Public Streets, Private Streets or Plots.

Section 8.30 Outside Storage and Recreation Equipment

No outside storage or outbuildings of any kind shall be permitted without the prior written approval of the Architectural Review Committee. Temporary construction trailers during the actual construction of any Dwelling Unit may be permitted upon written approval of the Architectural Review Committee. There shall be no outside storage or permanent placement of equipment or recreational vehicles of any kind including motor homes, campers, motorcycles, boats, canoes, kayaks, wave runners, jet skis, and lawn care equipment. Storage or permanent placement shall be deemed to exist if an item or vehicle remains outside for a period of more than twenty-four (24) consecutive hours or for more than sixteen (16) hours in any forty-eight (48) hour period. No playground and outside recreational equipment, including swing sets, shall be permitted unless approved by the Architectural Review Committee on an individual basis. Only permanent basketball goals shall be permitted, subject to the Architectural Planning Criteria and approval by the Architectural Review Committee.

Section 8.31 Owners and Master Association Members Compliance

(a) The protective covenants, conditions, restrictions and other provisions of this Second Restated Master Declaration shall apply not only to Owners, Master Association Members, and Persons to whom a Master Association Member has delegated his right of use in and to the Master Common Area, but also to any other Person occupying an Owner's Plot under lease from the Owner, or by permission or invitation of the Owner or his tenants, expressed or implied, licensees, invitee or guests.

(b) Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Second Restated Master Declaration shall not in any way act to limit or divest the right of the Master Association of enforcement of these provisions and, in addition, the Owner shall be responsible for any and all violations of these provisions by such Owner's tenants, delegates, licensees, invitees or guests, and by guests, licensees and invitees of such Owner's tenants at any time.

Section 8.32 Pets and Animals

(a) Fish or birds, in a reasonable number, and no more than three (3) commonly accepted household pets such as dogs or cats, may be kept by any Owner. All animals shall be contained within the Owner's Dwelling Unit. Pets or animals may not be kept within a screened or similarly enclosed area. Any pet or animal taken outside a Dwelling Unit must be on a leash held by the Owner or be carried by the Owner, or must be confined to the Owner's Plot by an invisible fence. No pet or animal shall cause an annoyance or nuisance to any other Resident. Pets must be on a leash or carried when on Master Common Area. Other than dogs used by the Country Club Landowner for water fowl control, pets are not allowed on Country Club Premises. It shall be the Owner's obligation to dispose of waste material from pets. The Master Board shall have the right to order the removal of any pet that in the Master Board's sole discretion, is considered a nuisance, and the same shall be done without compensation to the Owner. In such event, the Master Board shall give written notice thereof to the pet's Owner, and the pet shall immediately thereafter be

permanently removed. A pet not on a leash shall be deemed a nuisance. Failure to clean the waste material from a pet shall be deemed a nuisance. A pet on the Country Club Premises shall be deemed a nuisance. Any pet that in the opinion of the Master Association creates an unreasonable annoyance to other Residents, such a chickens or other forms of livestock, shall be deemed a nuisance.

Notwithstanding the foregoing or anything to the contrary in this Second Restated Master Declaration, the Country Club Landowner shall be permitted to utilize dogs for water fowl control, and such dogs need not be on a leash.

(b) Commercial activities involving pets shall not be allowed.

Section 8.33 Playground

Any playground or other play areas or equipment furnished by the Master Association or erected within the Master Common Area shall be used at the risk of the user and neither the Declarant nor the Master Association shall be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 8.34 Sidewalks and Trails

Other than maintenance/landscape equipment of the Country Club Landowner, all motor vehicles, motorcycles, or mopeds not driven by an electric engine, are prohibited on any sidewalk, path or trail. The Master Association shall levy an Individual Assessment on an Owner for any and all damage caused by or derived from any activity related to the Owner. Such Individual Assessment, until paid, and may be established as a lien in accordance with Indiana law against the Owner's Plot. Parking on the Public Streets or Private Streets, other than as incident to the development, maintenance and repair of the Country Club Premises, may be restricted by the Master Association, or the Architectural Review Committee, particularly in areas where Golf Cart Paths are part of the roadway system.

Section 8.35 Signs

(a) No signs, including, without limitation, for sale signs and signs which are freestanding or otherwise installed, shall be erected or displayed on any Master Common Area or Plot, unless (1) the placement, character, form, size, lighting and time of placement of such sign is first approved in writing by the Architectural Review Committee or (2) the sign complies with Rules adopted by the Architectural Review Committee. No signs, of any kind or nature are permitted in the rear or side yards of Plots adjoining the Country Club Premises.

Notwithstanding the above, political signs shall be permitted but only to the extent allowed by Indiana law currently found at Indiana Code 32-21-13, or as later amended or replaced.

(b) All signs must conform with governmental codes and regulations and to any master design plans for signs, as may be established by the Architectural Review Committee.

Section 8.36 Solar Panels and Collectors

The location of and materials used in the construction of solar collectors or panels shall be prohibited unless approved in writing by the Architectural Review Committee. When a solar collector or panels is used, it shall not be visible in general from any place off the Plot.

Section 8.37 Subdivision and Regulation of Land

(a) No Plot shall be divided or subdivided without the express written consent of the Master Board. There is one (1) Regular Membership for each Plot. If more than one Plot is used for a dwelling, there shall be one (1) Regular Membership only for the enlarged Plot.

(b) An Owner shall not inaugurate or implement any variation from, modification to, or amendment of the PUD Ordinance One or PUD Ordinance Two or any other governmental plans, land development regulations, development orders or development permits applicable to the Property or to any Plot therein, without the prior written approval of Master Board, which approval may be denied at its sole discretion.

Section 8.38 Swimming Pools

Any swimming pool to be constructed on any Plot shall be subject to the requirements of the Architectural Review Committee, which include, but are not limited to, the following:

(a) Swimming pools must be approved by the Architectural Review Committee before any work is undertaken. Permanent backyard pools and accessory structures may be approved by the Architectural Review Committee only after careful consideration of their potential effect to neighboring properties, including the Country Club Premises, Master Common Areas, and Neighborhood Common Areas. Fencing is discouraged. If the Architectural Review Committee permits fencing around a pool, wrought iron with heavy landscaping is preferred. The use of plantings in the vicinity of the pool will be required to soften the effects of sound and fencing on the neighboring properties. An application for the construction of a swimming pool will not be considered unless accompanied by a proposed landscape design;

(b) Composition shall be of material thoroughly tested and accepted by the industry for such construction and approved by the Architectural Review Committee;

(c) The rear yard setback for patio and terrace slabs and pool decks shall require prior approval of the Architectural Review Committee. Pool decks will generally be prohibited in the rear yards of Plots abutting the Country Club Premises;

(d) Swimming pools shall not be constructed or erected above ground; and

(e) Electric pool covers are required unless alternatives are approved by the Architectural Review Committee.

Section 8.39 Temporary Structures

No structure of a temporary character, including trailer, tent or shack, shall be used on any Plot at any time as a living unit, either temporarily or permanently.

Section 8.40 Tree Removal

During its review of any Owner's building plans, the Architectural Review Committee shall take into account existing vegetation, and encourage the Owner to incorporate them in the landscaping plan. No trees of three (3) or more inches in diameter, measured one (1) foot above grade, shall be cut or removed without approval of the Architectural Review Committee. Thereafter, no trees of three (3) inches or more, measured one (1) foot above grade, shall be removed until prior written approval of the Architectural Review Committee. Further, absent prior written approval from the Country Club Landowner, trees within thirty (30) feet of the Country Club Land shall not be trimmed, pruned, or removed.

Section 8.41 Trucks, Commercial Vehicles, Recreation Vehicles, Motor Homes, Mobile Homes, Boats, Campers, Trailers, and Golf Carts

(a) No commercial vehicle of any kind shall be parked within the Property for a period of more than four (4) hours per day, unless such vehicle is necessary in the actual construction or repair of a structure or for grounds maintenance or maintenance of public or private utilities, or unless such vehicle is fully enclosed inside a structure. The parking of vans will be permitted if the following requirements are met:

- (i) The vehicle will be used for personal, non-business use only;
- (ii) All vans must have windows on both side panels and seating capacity throughout; and
- (iii) No tools, equipment, merchandise, materials or supplies may be kept or stored in the van.

(b) All cars, equipment, lawnmowers, motorcycles, Private Carts, trucks, commercial vehicles or trailers, residential vehicles, vans and pick-up trucks and/or other motorized vehicles belonging to an Owner must be parked overnight inside a garage.

(c) No boat trailer or other trailer of any kind, camper, mobile home, motor home, pick-up truck or disabled vehicle shall be permitted to be parked or stored upon the Property unless kept fully enclosed inside a structure.

(d) No vehicle shall be parked anywhere but on areas intended for that purpose or in garages. Parking on lawns or landscaped areas is prohibited.

(e) No vehicle shall be used as a domicile or living unit, either permanent or temporary.

(f) No Owner may keep a Private Cart in the Property unless the Owner has a garage and the Private Cart is parked inside at all times when not in use.

Section 8.42 Utility Lines

All electric, telephone, cable television, fiber optic, high speed internet, gas and other utility lines must be installed underground. The Architectural Review Committee may require that the Owner install, at the time of construction of a Dwelling Unit, conduit from the Public Streets or Private Streets to the Dwelling Unit for future technology.

Section 8.43 Walls and Fences

(a) To encourage the feel of open country, fences will be discouraged and generally disallowed. No wall or fence shall be constructed, and no hedge or shrubbery abutting the Plot lines shall be permitted without the prior written approval of the Architectural Review Committee. No wall or fence shall be constructed on any Plot until its height, length, type, design, composition, material and location shall have first been approved in writing by the Architectural Review Committee. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the Architectural Review Committee, whose decision shall be final;

(b) No chain link fencing shall be allowed, unless vinyl coated and approved by the Architectural Review Committee for tennis courts; and

(c) No walls, fences, hedges, shrubs or other materials, which materially obstruct the of the Country Club Premises or a lake or other Water Management System, shall be permitted or approved. Fences are prohibited in the rear yards of Plots, the rear Plot line of which abuts the Country Club Premises.

Section 8.44 Water Management and Drainage Restrictions and Easements

(a) No structure, planting or other material (other than lawn) of any kind shall be constructed, erected or installed, unless originally constructed, erected or installed by Declarant, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of a Water Management System and drainage area reserved for drainage way, sluice-ways or for the accumulation of runoff waters, as reflected in any Plot or instrument of record, without the specific written permission of the Master Association and the Country Club Landowner.

(b) An Owner shall in no way deny or prevent ingress and egress by the Master Association to any Water Management System and drainage area for maintenance or landscape purposes. The right of ingress and egress, and easements therefore, are hereby granted in favor of the Master Association, any appropriate governmental or quasi-governmental agency or any public or private utilities that may reasonably require such ingress and egress and easements therefore are hereby specifically reserved and created.

(c) No Plot shall be increased in size by the filling in of any water retention or drainage areas on which it abuts. Owners shall not fill, dike, rip-rap, block, divert or change the established

water retention and drainage areas without the prior written consent of the Master Association. No Owners may draw water for irrigation or other purposes from any lake, pond or other Water Management System.

(d) All Water Management Systems will be the ultimate responsibility of the Master Association. The Master Association may enter any Plot or Common Area and make whatever Improvements or repairs are deemed necessary to restore proper water management. The cost shall be an expense of the Master Association.

(e) Nothing in this Section 8.45 shall be construed to allow construction of any new water management facility or alteration of Water Management Systems without first obtaining the necessary permits from all governmental regulatory agencies having jurisdiction.

Section 8.45 Additional Architectural Standards

(a) Dwelling Units are expected to reflect the traditional character found in the finer upscale neighborhoods in Indianapolis, Carmel and other similar areas. While there are no period or historic style requirements, extremely avant-garde designs as well as period or “pure” architecture, such as American Colonial, Contemporary, Spanish Colonial, Victorian or Santa Fe are discouraged. Building types shall respond to the setting and be compatible with the overall community. It is desired that the balance, symmetry and detailing of traditional architecture be reflected in all buildings.

(b) The use of porches, veranda, courtyards, patios and/or outdoor living and circulation are encouraged. Such projections must be designed as integral elements of the building using compatible forms and materials. Vinyl and aluminum covered porches are not permitted. All roof projections including chimneys, flues, vents and other equipment must be grouped and concealed in chimney-like structures compatible in height with the structure from which they project.

(c) The Detached Residences shall have a minimum distance of 3.0 feet from finished floor to the existing grade (within the building area). The Architectural Review Committee is encouraging an “elevated” appearance on the entry elevation.

(d) Roofs shall be carefully designed in color, material and shape so they help to integrate the structure with the landscape and compliment the surrounding Country Club Premises and terrain. The goal is to select roofing materials that are dark in color so that the roof recedes into the landscape. Roofing materials shall be non-reflective and fire retardant. Roof flashings, trim and counter flashings shall be in harmony both in color and material with the roof surfacing.

(i) The minimum roof pitch for all Detached Residences shall be 6 vertical to 12 horizontal, unless otherwise approved by the Architectural Review Committee. Roofs shall truncate above the ground, and roofs on both sides of a ridge shall be the same slope, but not necessarily the same length. Building codes must be met regarding the distance from the roof eaves to finish grade.

(ii) Roof appurtenances shall be integral parts of the architecture of the Dwelling Unit. Dormers and skylights create interest and add interior light, but they shall integrate with the overall exterior design. Dormers generally shall be gable, shed, hip or derivative types. Non-functional roof ornamentation shall be avoided.

(iii) Diverters, gutters, downspouts and similar accessories, if used, shall be designed within the total roof shape. Mechanical, electrical and roof access equipment and vents shall be integrated into the roof or dormer design and not be visible from public view. Ridge ventilators are acceptable.

(e) Asphalt driveways and parking areas are discouraged. Concrete or approved pavers are preferred driveway materials.

(f) Building materials, such as brick, stone, wood and hardi-plank siding are preferred for exterior surfaces. Wall decorations, shutters, bay windows, flower boxes, balconies and other wall appurtenances shall be simple, functional and well-integrated with the total design. Glass may be coated or tinted to control solar heat, but reflective mirrored appearance is not permitted.

(i) The exterior finishes of windows and doors shall be of wood, anodized finish, or vinyl clad. Metal doors may be permitted with ARB approval in limited locations such as garage service doors.

(ii) Windows are required on all sides of a Dwelling Unit located on a Plot the Plot width of which is at least 70 feet at the building line. For Plots less than 70 feet wide at the building line, windows are required on three (3) sides of the Dwelling Unit. In the event that a side of a Dwelling Unit does not have a window, it shall have at least two (2) architectural breaks, such as a chimney or another corner break, not including the corners of that side.

(g) Sidewalks must be installed, by the Builder, within thirty (30) days of substantial completion of the Dwelling Unit. All sidewalks and driveway aprons shall be constructed in accordance with the construction plans approved by the Architectural Review Committee and City of Westfield, Indiana specifications.

(h) Sports courts, such as those for tennis, basketball, paddleball, squash or other recreational or sporting facilities must be approved by the Architectural Review Committee. No lighted courts or facilities will be allowed except as approved specifically by the Architectural Review Committee. All basketball goals will have clear backboards and black poles. No portable basketball goals shall be permitted. Basketball goals are not permitted within the front yard setback of any home.

ARTICLE IX
MASTER ASSOCIATION
MEMBERSHIP AND VOTING RIGHTS

Each Owner shall be a Regular Member. The Declarant shall be the Declarant Member, and the Country Club Landowner shall be the Limited Member (the Country Club Landowner), as set forth in this Second Restated Master Declaration.

Section 9.01 Master Association Membership

(a) Each Plot shall have one (1) Regular Membership appurtenant to it. When more than one Person or entity is a record Owner of a fee simple or of a fractional undivided fee simple interest in any Plot, said owning Persons or entities shall decide among themselves who shall be the sole Regular Member and only such Person shall qualify for Regular Membership or continuation of Regular Membership. In no event shall there be more than one (1) Regular Membership with respect to any Plot. The foregoing is not intended, to include Persons or entities who hold an interest merely as security for the performance of an obligation.

(b) Regular Membership shall be appurtenant to and may not be separated from ownership of any Plot.

(c) All Regular Membership rights and duties shall be subject to and controlled by this Second Restated Master Declaration, which is a covenant running with the land.

(d) Each Owner agrees to accept such Regular Membership and to be bound by this Second Restated Master Declaration and the balance of the Master Founding Documents and the Master Rules and Regulations.

(e) Regular Membership is automatic upon acquisition of ownership of a Plot and may not be transferred separate and apart from a transfer of ownership of the Plot. The Regular Membership of the transferor likewise automatically terminates upon the sale or transfer of an Owner's interest in a Plot, whether voluntary or involuntary. A Regular Member's voting rights and privileges in connection with the Master Common Area may be regulated or suspended as provided in the Master Founding Documents or Master Rules and Regulations.

(f) Limited Membership is automatic upon acquisition of ownership of the Country Club Land and may not be transferred separate and apart from a transfer of the Country Club Land.

Section 9.02 Voting Rights

(a) For purposes of voting rights only, the Master Association shall be deemed to have three (3) types of Master Association Membership; namely, Regular Membership, Limited Membership (belonging to the Country Club Landowner), and Declarant Membership.

(b) Regular Membership. The Owners of Dwelling Units that are not located in the Reduced Assessment Neighborhood shall be Regular Members entitled to one (1) vote per Dwelling Unit and the Owner's Dwelling Units that are located in the Reduced Assessment Neighborhoods shall be Regular Members entitled to one-half (1/2) of one (1) vote per Dwelling Unit.

When there are multiple Owners of a Plot, only one (1) vote may be exercised for each Dwelling Unit not located in a Reduced Assessment Neighborhood and only one-half (1/2) of one (1) vote may be exercised for each Dwelling Unit located in a Reduced Assessment Neighborhood (whether constructed or assigned as provided above), which vote shall be exercised among the Owners of said Plot as provided in the Articles of Incorporation and Bylaws of the Master Association.

(c) Limited Membership. The Limited Member shall be the Country Club Landowner. The Master Association Membership shall be appurtenant to and may not be separated from ownership of the Country Club Land, and ownership of the Country Club Land shall be the sole qualification for such Master Association Membership. In the event that fee title to the Country Club Land is transferred or otherwise conveyed, the Master Association Membership that is appurtenant thereto shall automatically pass to such transferee. The foregoing is not intended to include Institutional Mortgagees or any other Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect the Limited Membership. Where a mortgagee or other Person holding an interest in the Country Club Land as security for the performance of an obligation acquires title to the Country Club Land through a foreclosure proceeding or the issuance of a deed in lieu of foreclosure, such mortgagee or other transferee shall be deemed to be the Country Club Landowner upon acquiring title to the Country Club Land. All rights and privileges of the Country Club Landowner may be exercised by the Country Club Landowner. When a vote of the Master Association Members is required by the Master Founding Documents, the Limited Member (the Country Club Landowner) shall be assigned and may cast seventy-five (75) votes for its Limited Membership.

(d) The Country Club Landowner shall be entitled to appoint an advisory representative to the Master Board, who shall be entitled to receive notice of, and attend, meetings of the Master Board and who shall also be entitled to communicate with the Master Board during meetings of the Master Board, but who shall not be entitled to vote upon any matter on which the Master Board votes; provided, however, that if the Country Club Landowner has interests that are adverse to the interests of the Master Board with respect to a matter to be discussed at a meeting of the Master Board, the Master Board may prohibit the Country Club Landowner from being present for the portion of the Master Board meeting during which such discussion occurs.

(e) Declarant Membership. Declarant Member shall be the Declarant or any successor to Declarant, or any assignee, designee or nominee of the Declarant, in whole or in part, to whom Declarant has assigned all or any part of its rights as the Declarant Member. The Declarant Membership is equivalent to a Regular Membership upon the happening of the earlier of the following:

- (i) When the Declarant Member no longer owns any portion of the Real Estate and also no longer owns any portion of the Additional Real Estate; or
- (ii) When, in its discretion, the Declarant expressly and specifically terminates and waives in writing its right to Declarant Membership. The Declarant reserves the right to assign some of its rights and obligations under this Master Association without terminating or waiving its right to Declarant Membership.

After the earliest of such events, the Declarant Member shall be deemed equivalent to be a Regular Member and for purposes of calculation of casting votes, may be classified as both a Regular Member and the Limited Member depending upon whether the Declarant owns the Country Club Premises, and shall be entitled to the same number of votes based upon such property ownership in accordance with the provisions of Section 9.02(a) and 9.02(b) above. Within sixty (60) days after the Applicable Date, Declarant shall call a meeting as provided in the Master Association for special meetings to advise the Master Association Membership of the termination of the Declarant Membership status.

Section 9.03 Election of Master Directors

Members of the Master Board shall be elected at the annual meeting of the Master Association Members in the manner provided in the Bylaws of the Master Association. The Country Club Landowner shall not be entitled to vote on the election of the Master Board. Members of the Master Board may be removed and vacancies on the Master Board shall be filled in the manner provided in this Second Restated Master Declaration and the Bylaws of the Master Association. The Directors of the Master Association shall manage the affairs of the Master Association and shall have the power and right, but not the obligation, to promulgate Master Rules and Regulations; provided, however, that the Master Rules and Regulations will be in furtherance of, and not in conflict with, the Master Founding Documents. Members of the Master Board must be either be Regular Members or the Declarant Member.

Section 9.04 Professional Management

The Master Board may require that the Master Association, and/or any Neighborhood Association, continuously employ and pay a professional manager, possessing experience and experienced in the management of homeowner's associations to assist the Master Board in the management and administration of the Master Association and to assist the applicable Neighborhood Board in the management and administration of the Neighborhood Association. The cost of such professional assistance shall immediately and automatically be added to (i) the Annual Assessment as a Common Expense, in the case of management of the Master Association or (ii) the annual assessment as a common expense of the applicable Neighborhood Association, in the case of management of a Neighborhood Association

ARTICLE X
STREET SIGN MAINTENANCE, TRASH COLLECTION,
SNOW REMOVAL AND NEIGHBORHOOD LAKE AQUATIC CONTROL

The Master Board, in its sole discretion, may elect, from time to time, for the Master Association to provide or not to provide (i) maintenance of those street signs that the Master Board in its sole discretion elects to maintain and that are located throughout the Property, other than street signs located on Public Streets or Private Streets internal to the Reduced Assessment Neighborhoods, (ii) trash collection for all Dwelling Units located in the Property other than Dwelling Units in the Reduced Assessment Neighborhoods, (iii) Snow Removal per the terms of Section 10.02 below and (iv) Neighborhood Lake Aquatic Control per the terms of Section 10.03 below. In the event the Master Board elects to so provide sign maintenance, trash collection, Snow Removal and/or Neighborhood Lake Aquatic Control, then the expenses thereof shall be included in the Common Expenses and the Annual Assessment of each Owner, including, without limitation, each Owner of a Dwelling Unit in the Reduced Assessment Neighborhoods.

Section 10.01 Reduced Assessment Neighborhoods

The Reduced Assessment Neighborhoods shall not receive street sign maintenance, trash removal, Snow Removal and/or Neighborhood Lake Aquatic Control by the Master Association, as the Reduced Assessment Neighborhoods pay only one-half (1/2) of the Annual Assessment, Supplemental Assessment and Special Assessment payable per the terms of the Second Restated Master Declaration.

Section 10.02 Snow Removal

If and when from time to time the Master Board elects to provide the foregoing Snow Removal, it shall determine, in its sole discretion, (i) the depth to which snow must accumulate before it is removed and the frequency with which snow must be removed and (ii) whether salting for ice is needed and the frequency of such salting, and under no circumstances shall the Master Association, the Master Board, and/or the Master Association officers be liable, in any manner, for any personal injuries or property damage arising from or relating to snow or ice accumulation or the failure to timely provide Snow Removal.

(a) Following the first calendar year for which the Master Association elects in its discretion to provide Snow Removal, (i) the Moorings may elect to opt out of Snow Removal from Moorings Circle East and Moorings Circle West, (ii) the Pointe may elect to opt out of Snow Removal from that segment of Bridgewater Club Boulevard that is located in the Pointe and (iii) any of the following Neighborhoods may elect to opt-out of Snow Removal from the Private Streets located therein: Club Estates, the Commons, Herron Ridge, Hidden Oaks, the Parks, the Preserve, Whistling Straits, Wintergreen and/or Grassy Branch (each a “Snow Opt-Out Neighborhood”).

(b) To opt out of Snow Removal, a Snow Opt-Out Neighborhood must, by October 1 of the calendar year for which its opting out shall first become effective, provide written notice that it is opting out to the President of the Master Association, which written notice, to be effective,

must be delivered to the President of the Master Association and must be signed by the President of such Neighborhood Association (the “Snow Opt-Out Notice”).

i. From and after the date on which the Snow Opt-Out Notice is effectively and timely given to the Master Association per the terms of Section 10.02(b) above, the Master Association shall discontinue providing Snow Removal for the Snow Opt-Out Neighborhood until such time, if any, that the Snow Opt-Out Neighborhood opts back in per the terms of Section 10(b)(iii) below.

ii. On or before June 30 of the calendar year immediately following the calendar year in which the Snow Opt-Out Notice is given to the Master Association per the terms of Section 10.02(b), and on or before June 30 of each calendar year thereafter until such time as the Snow Opt-Out Neighborhood opts back in per Section 10.02(b)(iii) below, (i) the Master Association shall determine, in its sole discretion, the reduction in Snow Removal costs that were attributable and allocable to the opting out by each Snow Opt-Out Neighborhood for the 360 days immediately prior to such determination by the Master Association (the “Opt-Out Reduction”) and (ii) each Snow Opt-Out Neighborhood shall receive from the Master Association a refund equal to 90% of its Snow Opt-Out Reduction.

iii Any Snow Opt-Out Neighborhood may opt back into receiving Snow Removal, if Snow Removal is then being offered by the Master Association, but only by providing written notice, by October 1 of the calendar year for which such opting back in shall first become effective, that it is opting back into receiving Snow Removal, which written notice, to be effective, must be delivered to the President of the Master Association and must be signed by the President of the Neighborhood Association (the “Snow Opt-In Notice”) and, following the timely delivery to the Master Association of the Snow Opt-In Notice, the Master Association shall recommence Snow Removal for the Neighborhood for which the Snow Opt-In Notice was given.

Section 10.03 Neighborhood Lake Aquatic Control

If and when from time to time the Master Board elects to provide Neighborhood Lake Aquatic Control, it shall determine, in its sole discretion, the measures, means and frequency of Neighborhood Lake Aquatic Control and the Master Board and the Master Association officers shall not be liable, in any manner, for any personal injuries or property damage arising from or relating to Neighborhood Lake Aquatic Control.

(a) Following the first calendar year for which the Master Association elects in its discretion to provide Neighborhood Lake Aquatic Control, any Neighborhood receiving Neighborhood Lake Aquatic Control may opt out of Neighborhood Lake Aquatic Control (each a “Lake Opt-Out Neighborhood”).

(b) To opt out of Neighborhood Lake Aquatic Control, a Lake Opt-Out Neighborhood must, by October 1 of the calendar year immediately prior to the calendar year for which its opting out shall first become effective, provide written notice that it is opting out to the President of the

Master Association, which written notice, to be effective, must be delivered to the President of the Master Association and must be signed by the President of such Neighborhood Association (the “Lake Opt-Out Notice”).

i. For the calendar year immediately following the calendar year in which the Lake Opt-Out Notice is given to the Master Association per the terms of Section 10.03 above, and for all calendar years thereafter, the Master Association shall discontinue providing Neighborhood Lake Aquatic Control for the Lake Opt-Out Neighborhood until such time, if any, that the Lake Opt-Out Neighborhood opts back in per the terms of Section 10.03(b)(iii) below.

ii On or before June 30 of the second calendar year immediately following the calendar year in which the Lake Opt-Out Notice is given per the terms of Section 10.03(b) above, and on or before June 30 of each calendar year thereafter until such time as the Lake Opt-Out Neighborhood opts back in per Section 10(b)(iii) below, (i) the Master Association shall determine, in its sole discretion, the reduction in Neighborhood Lake Aquatic Control costs that were attributable and allocable to the opting out by each Lake Opt-Out Neighborhood for the calendar year immediately prior to the calendar year of such determination by the Master Association (the “Lake Opt-Out Reduction”) and (ii) each Lake Opt-Out Neighborhood shall receive from the Master Association a refund equal to 90% of its Lake Opt-Out Reduction.

iii Any Lake Opt-Out Neighborhood may opt back into receiving Neighborhood Lake Aquatic Control, if Neighborhood Lake Aquatic Control is then being offered by the Master Association, but only by providing written notice, by October 1 of the calendar year immediately prior to the calendar year for which such opting back in shall first become effective, that it is opting back into receiving Neighborhood Lake Aquatic Control, which written notice, to be effective, must be delivered to the President of the Master Association and must be signed by the President of such Neighborhood Association (the “Opt-In Notice”) and, starting with the calendar year immediately following the calendar year in which the Lake Opt-Out Neighborhood timely delivery to the Master Association of the Lake Opt-In Notice, the Master Association shall recommence Neighborhood Lake Aquatic Control for the Neighborhood for which the Lake Opt-In Notice was given.

ARTICLE XI

MASTER ASSOCIATION ASSESSMENTS AND LIEN RIGHTS

Section 11.01 Creation of Lien and Personal Obligation of Assessments

Each Owner of a Plot or Dwelling Unit, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Master Association the following:

(a) Annual Assessments, as established and set forth in Section 11.02 below (which for the calendar year 2022 was \$850.00 per Plot or Dwelling Unit), multiplied (i) either by one (1), in the case of a Dwelling Unit not located in a Reduced Assessment Neighborhood or (ii) by one-half (1/2) in the case of a Dwelling Unit located in a Reduced Assessment Neighborhood (the “Annual Assessment”); provided, however, that notwithstanding anything to the contrary in this Second Restated Master Declaration, no Plot owned by a Designated Builder shall be assessed for Annual Assessments.

(b) Supplemental Assessments as established and set forth in Section 11.04 below (the “Supplemental Assessment”), provided that Owners of Dwelling Units in the Reduced Assessment Neighborhoods shall pay a Supplemental Assessment equal to one-half (1/2) of the Supplemental Assessment paid by Owners of Dwelling Units not in Reduced Assessment Neighborhoods; provided, however, that notwithstanding anything to the contrary in this Second Restated Master Declaration, no Plot owned by a Designated Builder shall be assessed for Supplemental Assessments.

(c) Special Assessments against any particular Plot or Dwelling Unit, as established and set forth in Section 11.05 below (the “Special Assessment”) provided that Owners of Dwelling Units in the Reduced Assessment Neighborhoods shall pay a Special Assessment equal to one-half (1/2) of the Special Assessment paid by Owners of Dwelling Units not in Reduced Assessment Neighborhoods; provided, however, that notwithstanding anything to the contrary in this Second Restated Master Declaration, no Plot owned by a Designated Builder shall be assessed for Special Assessments.

(d) Individual Assessments against any particular Plot or Dwelling Unit, as established and set forth in Section 11.07 below, including, but not limited to, fines as may be imposed against such Plot and/or Dwelling Unit as hereafter set forth (the “Individual Assessment”);

(e) Resident Sports and Social Membership Assessments that are established and to be collected as set forth in Article XII below and that are not reduced for Dwelling Units in Reduced Assessment Neighborhoods but, instead, are uniform and the same for Dwelling Units that are not located in Reduced Assessment Neighborhoods and Dwelling Units that are located in Reduced Assessment Neighborhoods (the “Resident Sports and Social Membership Assessment”); and,

(f) Any additional or other assessments due and payable and owed to a Neighborhood Association and specified in a Supplemental Declaration or Neighborhood Declaration.

Any such Assessments, together with late charges, simple interest at the maximum rate allowable by law per annum, and court costs and attorneys’ fees incurred to enforce or collect such Assessments, shall be an equitable charge and a continuing lien upon the Plot or Dwelling Unit of the Owner which is responsible for payment. Each Owner shall be personally liable for Assessments coming due while he is the Owner of a Plot or Dwelling Unit, and his grantee shall take title to such Plot or Dwelling Unit subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee therefor. In the event of co-ownership of any Plot or Dwelling Unit, all of such

co-owners shall be jointly and severally liable for the entire amount of such Assessments. Assessments shall be paid in such manner and on such dates as may be fixed by the Master Board, provided that, unless otherwise provided by the Master Board, the annual Assessments shall be paid in advance at the beginning of the fiscal year of the Master Association.

Section 11.02 Annual Assessments

By a vote of a Majority of the Master Board, the Master Board shall fix the Annual Assessment for each Assessment year of the Master Association at an amount sufficient to meet the obligations imposed by this Second Restated Master Declaration upon the Master Association. The Master Board shall establish the date(s) the Annual Assessment shall become due, and the manner in which it shall be paid.

By a Majority vote of the Master Board, the Master Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Second Restated Master Declaration will be met.

The Common Expenses to be funded by the Annual Assessments shall include all costs and expenses incurred in the fulfillment of the Master Association's obligations under the Master Founding Documents, including but not limited to the following:

(a) Management fees and expenses of administration, including without limitation professional management fees, legal fees and accounting fees;

(b) Utility charges for utilities serving the Master Common Areas and charges for other common services for the Property, including trash collection and security services, if any such services or charges are provided or paid by the Master Association;

(c) The cost of any policies of insurance purchased as required or permitted by this Second Restated Master Declaration;

(d) The expenses of landscaping, mowing, fertilizing, irrigating, maintenance, operation, repair and/or replacement of (i) those portions of the Master Common Areas which are the responsibility of the Master Association under the provisions of this Second Restated Master Declaration together with all Improvements and trails located within such Master Common Areas, (ii) those Neighborhood Common Areas or portions thereof specified in Section 6.01 above and (iii) those easements specified in Section 6.03 above.

(e) The expenses of maintaining any lakes Water Management Systems located in a Master Common Area.

(f) The expenses of street sign maintenance, trash collection, Snow Removal, and Neighborhood Aquatic Control, other than in Reduced Assessment Neighborhoods, but only per the terms of in Article X above.

- (g) The expenses of maintaining and repairing street lights.
- (h) The expenses of maintenance, operation, and repair of other amenities and facilities serving the Property, the maintenance, operation, and repair of which the Master Board from time to time determines to be in the best interest of the Master Association;
- (i) The expenses of the Architectural Review Committee that are not defrayed by plan review charges;
- (j) Fees charged by professionals, such as accountants and attorneys, for services provided for the Master Association;
- (k) Wages, salaries, benefits and taxes paid to or on behalf of staff and personnel hired by the Master Association to perform work for the Master Association;
- (l) Ad valorem real and personal property taxes assessed and levied against the Master Common Areas if any;
- (m) The expenses for conducting recreational, cultural, or other related programs for the benefit of the Owners and their families, tenants, guests, and invitees, together with the Resident Sports and Social Membership Assessments specified in Article XII below;
- (n) Such other expenses as may be determined from time to time by the Master Board to be Common Expenses, including, without limitation, all painted Golf Cart Path markings, and taxes and governmental charges not separately assessed against Plots or Dwelling Units;
- (o) Expenses for reserves established pursuant to Section 11.08 below.

Section 11.03 Assessment against the Country Club Landowner

The Country Club Landowner shall pay Annual Assessments to the Master Association in an amount equal to five (5) multiplied by the Annual Assessment paid in connection with a Dwelling Unit not located in a Reduced Assessment Neighborhood, but under no circumstances shall the Country Club Landowner be responsible for the payment of any Supplemental Assessments, Special Assessments, Individual Assessments, or any Assessments other than Annual Assessments.

Section 11.04 Supplemental Assessments

If the Master Board determines that the Annual Assessment, and any Supplemental Assessments, for the current year are, or will become, inadequate to meet all Common Expenses for any reason, it shall determine the approximate amount of such inadequacy and make a Supplemental Assessment against each Plot, specifying the date or dates when due. A Supplemental Assessment may be added to and paid with installments of the Annual Assessment or be otherwise payable as determined by the Master Board. Notwithstanding anything to the

contrary in this Second Restated Master Declaration, no Plot owned by a Designated Builder shall be assessed for Supplemental Assessments.

Section 11.05 Special Assessments

From time to time Common Expenses of an unusual or extraordinary nature, or not otherwise contemplated, may arise. At such times, in addition to the Annual Assessments authorized above, the Master Association, acting through its Master Board, may levy, in any Assessment year, Special Assessments, applicable to that year only, provided that such Special Assessment shall be approved by a Majority of the votes of Master Association Members entitled to be cast at a meeting duly called for this purpose at which a quorum of twenty percent (20%) is represented in person or by proxy. The Master Board may make such Special Assessments payable in installments over a period which may, in the Master Board's discretion, extend in excess of the fiscal year in which adopted. Such Special Assessments are to be allocated among the Plots and Dwelling Units as provided with respect to Annual Assessments. Under no circumstances shall the Country Club Premises or the Country Club Landowner be responsible for Special Assessments. Notwithstanding anything to the contrary in this Second Restated Master Declaration, no Plot owned by a Designated Builder shall be assessed for Special Assessments.

Section 11.06 Uniformity of Assessment

Each Owner of a Dwelling Unit not located in a Reduced Assessment Neighborhood shall pay the same Annual Assessment, Supplemental Assessment, and Special Assessment and each Owner of a Dwelling Unit located in a Reduced Assessment Neighborhood shall pay the same Annual Assessment, Supplemental Assessment, and Special Assessment.

Section 11.07 Individual Assessments

Any expenses of the Master Association: (a) occasioned by or resulting from the conduct of less than all of the Owners or by the Owner's Resident Family, tenants, agents, guests, or invitees, or (b) that result in an exclusive benefit for fewer than all Owners; shall be specially assessed against such applicable Owners and their respective Plots or Dwelling Units. The individual Assessments provided for in this Section 11.07 shall be levied by the Master Board and the amount and due date of such Assessment so levied by the Master Board shall be as specified by the Master Board. Under no circumstances shall the Country Club Premises or the Country Club Landowner be responsible for Individual Assessments.

Section 11.08 Reserves

The Master Board may establish reserve accounts funded from Annual Assessments and/or Supplemental Assessments in reasonable amounts and in such categories as are determined by the Master Board for deferred maintenance and repair and replacement, including maintenance of all Master Common Area, emergency repairs as a result of casualty losses, and recurring periodic maintenance, or the initial cost of any new service to be performed by the Master Association. Amounts collected as a reserve may be commingled with other funds of the Master Association

but shall be separately accounted for. Such reserves shall be deemed a contribution to the capital account of the Master Association by the Master Association Members.

Section 11.09 Collection and Commencement

Assessments that are levied by the Master Association shall be collected directly by the Master Association, regardless of whether a Plot is within a Neighborhood.

For all Plots intended for the construction of Dwelling Units, all Assessments including without limitation the Resident Sports and Social Membership Assessment, shall commence with respect to assessable Plots on the first day of the month following the first conveyance of a Plot to an Owner who is not Declarant or a Designated Builder. The initial Assessment on any assessable Plot shall be adjusted according to the days remaining in the month in which the Plot became subject to Assessment. Only Plots for which the Annual Assessment has commenced shall be subject to Supplemental Assessments and Special Assessments. The provisions of this Section 11.09 apply to all Assessments, including without limitation the Resident Sports and Social Membership Assessment specified in Article XII below.

Section 11.10 Liens

All sums assessed against any Plot or Dwelling Unit pursuant to this Second Restated Master Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Plot or Dwelling Unit in favor of the Master Association. The Master Association is hereby authorized to record, with the Recorder of Hamilton County, a lien, or a notice of lien, in accordance with Indiana law, for any and all unpaid Assessments. Such liens for delinquent assessments shall be superior to all other liens and encumbrances on such Plot or Dwelling Unit except only for: (i) liens of real estate taxes, and (ii) liens for all sums unpaid on a first priority Institutional Mortgage and all amounts advanced pursuant to any such Institutional Mortgage and secured thereby in accordance with the terms of such instrument. Notwithstanding the foregoing to the contrary, the subordination of Assessments and charges to the lien of such Institutional Mortgages shall only apply to such Assessments and charges that have become due and payable prior to acquisition of title at a foreclosure sale. All other Persons acquiring liens or encumbrances on any Plot or Dwelling Unit shall be deemed to consent that such liens or encumbrances shall be inferior to liens for Assessments and charges as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances. The provisions of this Section 11.10 apply to all Assessments, including without limitation the Resident Sports and Social Membership Assessment specified in Article XII below.

Section 11.11 Effect of Nonpayment and Remedies of the Association

Any Assessments or charge of an Owner, or any portions thereof, that are not paid when due shall be delinquent. Any Assessment or charge delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Master Board from time to time and shall also commence to accrue simple interest at the rate of eighteen percent (18%) per annum or the maximum interest rate allowed by the laws of the State of Indiana, whichever is lower. A lien and equitable charge as herein provided for each Assessment

or charge shall attach upon compliance with applicable Indiana law, if any, to the Dwelling Units as the same shall become due and payable, and if an Assessment or charge has not been paid within thirty (30) days, the entire unpaid balance of the Assessment or charge may be accelerated at the option of the Master Board and be declared due and payable in full. The continuing lien and equitable charge of such Assessment or charge shall include the late charge established by the Master Board, interest on the principal amount due at the rate of eighteen percent (18%) per annum or the maximum interest rate allowed by the laws of the State of Indiana, whichever is lower. All costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the Assessment or charge remains unpaid after sixty (60) days from the original due date, the Master Association may, as the Master Board shall determine, institute suit to collect such amounts and to foreclose its lien as mortgages are foreclosed in the State of Indiana or to otherwise proceed as allowed by Indiana law. The equitable charge and lien provided for in this Article XI shall be in favor of the Master Association. The provisions of this Section 11.11 apply to all Assessments, including without limitation the Resident Sports and Social Membership Assessment specified in Article XII below. In connection with any effort to collect or in any action to recover any Assessment, regardless of whether litigation is initiated, the Master Board, for and on behalf of the Master Association, shall be entitled to recover from the Owner not only the delinquent Assessments, but also all interest, late charges imposed, all court costs, all costs of collection, charges, fees and expenses incurred by the Master Association with respect to such collection effort or action, including but not limited to charges, costs, fees or other expenses incurred by the Master Association to its management company for administering, monitoring or processing delinquent Owners' accounts, and reasonable attorney's fees. The Association need not accept any tender or a partial payment of an Assessment, or any installment of an Assessment, and all costs, expenses, charges and attorneys fees attributable thereto, and any acceptance of any such tender shall not be deemed to be a waiver of the Master Association's right to demand and receive full payments thereafter. In addition, the Master Board shall have the power to adopt additional rules and regulations or delinquency procedures.

Section 11.12 Certificate

The treasurer, any assistant treasurer, or the manager of the Master Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time determined by the Master Board, furnish to any Owner or such Owner's mortgagee which requests the same, a certificate in writing signed by said treasurer, assistant treasurer, or manager setting forth whether the Assessments and charges for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other fees and penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any Assessments and charges stated therein to have been paid. The provisions of this Section 11.12 apply to all Assessments, including without limitation the Resident Sports and Social Membership Assessment specified in Article XII below.

ARTICLE XII
RESIDENT SPORTS AND SOCIAL MEMBERSHIP AND
RESIDENT SPORTS AND SOCIAL MEMBERSHIP ASSESSMENTS

Section 12.01 Resident Sports and Social Membership

Upon and by virtue of becoming an Owner, each Owner shall be a Resident Sports and Social Member and shall thereafter be required to maintain its Resident Sports and Social Membership in good standing, in full compliance with the Country Club Documents. By virtue of being a Resident Sports and Social Member in good standing, in full compliance with the Country Club Documents, each Owner, and such Owner's eligible Resident Family, shall have a non-exclusive right to use and enjoy the Country Club Facilities other than, except for and excluding, the 18 Hole Championship Golf Course and certain other Country Club Facilities that are reserved in the Country Club Documents for other Country Club Members, including those that are reserved to the "Platinum Members", "Junior Platinum Members", "Platinum Corporate Members" and "Young Professional Memberships". All Resident Sports and Social Memberships shall be subject to the Country Club Documents and the Resident Sports and Social Members' privileges shall be the same as the Non-Resident Sports and Social Members' privileges specified in the Country Club Documents.

If upon becoming an Owner a Person already has an Upgraded Membership, or if an Owner converts from a Resident Sports and Social Membership to an Upgraded Membership, the following apply:

(a) The Resident Sports and Social Membership Portion shall be assessed, payable, collected per, and otherwise governed by, this Article XII and shall be subject in all respects to the terms, conditions and provisions of Section 12.02, Section 12.03, Section 12.04 and Section 12.05 below.

(b) The Resident Sports and Social Membership Portion shall be a lien against the Owner's Plot and Dwelling Unit per, and otherwise governed by, the terms of this Article XII and shall be subject in all respects to the terms, conditions and provisions of Section 12.02, Section 12.03, Section 12.04 and Section 12.05 below

(c) If an Owner's Upgraded Membership is terminated per the terms of the Country Club Documents, such Owner's Upgraded Membership shall, upon termination, automatically revert to a Resident Sports and Social Member, subject in all respects to the Country Club Documents, and such Owner shall continue to pay the Resident Sports and Social Membership Assessment per the terms, conditions and provisions of this Second Restated Master Declaration.

Section 12.02 Resident Sports and Social Membership Assessment Generally

Resident Sports and Social Membership Assessments shall be due and owing to the Country Club Landowner and shall be levied, collected and enforced either by the Master Board or, at the election of the Country Club Landowner, directly by the Country Club Landowner, against all Plots and Dwelling Units. The Resident Sports and Social Member Assessment shall be mandatory, shall be uniform and the same for all Dwelling Units and, therefore, the Resident

Sports and Social Member Assessments paid by Owners of Dwelling Units located in Reduced Assessment Neighborhoods shall be the same as, and shall not be less than, the Resident Sports and Social Member Assessments paid by Owners of Dwelling Units not located in Reduced Assessment Neighborhoods and shall not be subject to or submitted to a vote. In the Country Club Landowner's sole discretion, the Resident Sports and Social Member Assessment shall either be (i) a mandatory part of the budget and collected by the Master Association as a Common Expense for the benefit of the Country Club Landowner and the Country Club Premises, or (ii) collected as a Common Expense directly by the Country Club Landowner. The Country Club Landowner has the right, in its sole discretion, to suspend any Resident Sports and Social Member for cause, including without limitation the violation by any Resident Sports and Social Member of the Country Club Documents or the failure of any Resident to timely pay the Resident Sports and Social Membership Assessment; provided, however, that any such suspension shall not suspend or alleviate the suspended Resident Sports and Social Member's obligation to timely pay all Resident Sports and Social Member Assessments. All Resident Sports and Social Membership Assessments, together with court costs and reasonable attorney's fees shall, upon compliance with applicable Indiana law, if any, constitute a lien against all Plots and Dwelling Units to which they apply, which lien may be foreclosed or enforced as allowed by Indiana law, either by the Master Board or, at the election of the Country Club Landowner, the owner(s) of the Country Club Landowner.

Section 12.03 Resident Sports and Social Membership Assessments and Increases

The Resident Sports and Social Membership Assessment, to be levied and paid monthly, shall assessed in accordance with Section 12.02 above, subject to the limitations set forth in this Section 12.03. As of the Date of Recordation, (i) the Resident Sports and Social Membership Assessments were Two Hundred Sixty Dollars (\$260.00) per Dwelling Unit and, in addition thereto, (ii) the Monthly Food Minimum, as defined in the Country Club Documents, is thirty-five dollars (\$35.00) per calendar month. From and after the calendar year 2022, Resident Sports and Social Membership Assessments and the Monthly Food Minimum may not be increased by more than the greater of (i) ten (10) percent of the Resident Sports and Social Membership Assessment in the prior year or (ii) the percentage increase, if any, over the previous year's Consumer Price Index (All Urban Consumers, United States Average, All items 1967=100) or its successor index.

Section 12.04 Collection, Lien and Enforcement

The provisions of Section 11.09, Section 11.10, Section 11.11, Section 11.12 above shall and do apply in all respects to the collection, lien and enforcement of Resident Sports and Social Membership Assessments set forth below in this Article XII.

Section 12.05 Application to Country Club Premises and Country Club Landowner

The provisions of this Article XII, together with all rights and provisions that are specified in this Second Restated Master Declaration and that expressly pertain to the Country Club Premises and/or the Country Club Landowner, including without limitation the provisions of Article XIII below, shall run with both the Country Club Premises and the Property and shall be binding upon the Owners and the Country Club Landowner and their grantees, assigns and successors in title.

ARTICLE XIII
COUNTRY CLUB

Section 13.01 Designation of Country Club Land

As of the Recordation Date, the Country Club Land was owned by Bridgewater Club, LLC. Country Club Members shall have the right to use and enjoy the Country Club Facilities, upon terms and conditions determined by Country Club Landowner from time to time as further provided in the Country Club Documents.

This Second Restated Master Declaration, with the consent of the Bridgewater Club, LLC, hereby identifies and designates the Country Club Premises for the purposes of establishing (i) the obligations of the Owners and the Country Club Landowner to each other as provided herein and (ii) the Resident Sports and Social Membership Assessments, and for no other purposes. The Country Club Land is expressly not (i) annexed to or otherwise made a part of the Property or (ii) in any manner subjected to this Second Restated Master Declaration other than as expressly provided herein. In no event shall any part of the Property, any Master Common Area or any Neighborhood Common Area be considered part of the Country Club Premises or vice versa; provided however: (i) easements, licenses or other use rights over portions of the Country Club Premises including, without limitation, lakes within the Country Club Premises, may be granted, conveyed or dedicated by the Country Club Landowner to the Master Association and the Master Association's easements, licenses or other use rights shall constitute Master Common Area, subject to the limitations imposed in such easements, licenses or other use rights and (ii) any easements, licenses, or other use rights the Master Association has or may in the future grant to, or for the benefit of the Country Club Landowner and the Country Club Premises, over portions of the Master Common Area and Neighborhood Common Area, including without limitation, lakes and other Water Management Systems shall constitute Country Club Premises. Except as otherwise specifically provided above in Article XII above with respect to Resident Sports and Social Membership, and except as may be provided in any easements over the Country Club Premises, no Person, other than the Country Club Landowner shall, by the recording of this Second Restated Master Declaration, by the recording of any plat, or by any permissive use, expressed or implied, have a right, license or easement to use or enjoy the Country Club Premises, nor shall any Person acquire any other right, title or interest in or to the Country Club Premises, it being intended that fee simple title and all other property and use rights in and to the Country Club Premises will be entirely at the pleasure and sole discretion of the Country Club Landowner.

Section 13.02 Operation and Management of the Country Club Premises

The management and operation of the Country Club Premises is vested solely in the Country Club Landowner and shall be at the sole discretion of the Country Club Landowner. By way of example and without limitation, from time to time and at any time the Country Club Landowner may, in its sole discretion, and without notice to or consent from any Person, change the Country Club Premises and the use thereof in any manner and, therefore, by way of example and without limitation, the Country Club Landowner may change (i) the location, size, configuration or number of the Country Club Facilities and (ii) the hours of operation of any and all Country Club Facilities; subject only, however to the obligations of the Country Club Landowner pursuant to the "Membership Rights" provisions in the Country Club Plan.

Section 13.03 Country Club Documents

From time to time the Country Club Landowner, in its sole discretion, and without notice to or consent from any Person, may amend the Country Club Documents in accordance with their terms and therefore, by way of example and not limitation, the Country Club Documents may be amended to change the facilities that constitute the Country Club Facilities or there hours of operation of such facilities.

Section 13.04 Ownership and Operation of Country Club Premises

All Persons, including all Owners, are hereby advised that the ownership and/or operation of the Country Club Premises, if any, may change at any time and from time to time by virtue of, but without limitation, (a) the disposition or other sale of, or assumption of operations of, the Country Club Premises, (b) the creation or conversion of the ownership and/or operating structure of the Country Club Premises to an “equity” club or similar arrangement whereby the Country Club Landowner or the rights to operate all or a portion of the Country Club Premises are transferred to an entity which is owned or controlled by its members, or (c) the transfer of ownership or control of the Country Club Premises to one or more affiliates, shareholders, employees, or independent contractors of the Declarant or other Person, including the Master Association. The consent of no Person, other than the grantee of such ownership or control, shall be required to effectuate such transfer.

Section 13.05 Right to Use

Except as expressly specified in Article XII above with respect to Resident Sports and Social Members, (i) neither Master Association Membership nor ownership or occupancy of a Plot or Dwelling Unit shall confer any ownership interest in or right to use the Country Club Premises, (ii) rights to use the Country Club Premises will be granted only to such Persons, and on such terms and conditions, as may be determined from time to time by the Country Club Landowner from time to time, and (iii) the Country Club Landowner shall have the right, from time to time to amend the Country Club Documents in accordance with the terms thereof.

Section 13.06 View Impairment

Neither the Master Association nor the Country Club Landowner guarantees or represents that any view over and across the Country Club Premises from any adjacent Plot or Dwelling Unit will be maintained or reserved without impairment. The Country Club Landowner shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add or remove trees and other landscaping to the Country Club Land. In addition, the Country Club Landowner may, in its sole and absolute discretion, change the location, configuration, size and elevation of the bunkers, fairways and greens on the Country Club Premises from time to time. Any such additions or changes to the Country Club Premises may diminish or obstruct any view from a Plot or Dwelling Unit and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

Section 13.07 Country Club Members

The Country Club Landowner has the unilateral and exclusive right to establish new or different types of Country Club Memberships pursuant to the Country Club Plan.

Section 13.08 Risks

By Owner's acceptance of a deed to a Plot, Owner acknowledges and accepts the benefits burdens and risks associated with the Country Club Premises, including without limitation, assuming the risk of the special benefits associated with the Country Club Premises, including, without limitation, those matters more particularly described in this Section 13.08. The Country Club Landowner, the Master Association, and each and every Master Association Member, all Neighborhood Associations, and each and every guest, golfer, member, employee or agent of the Country Club Landowner, disclaims any liability for personal injury or property damage resulting in any way, all or in part, from any of the following items set forth below. Each Owner accepts such disclaimer and agrees to release and waive any claims that any Owner may have as a result of any such following items:

(a) Each Owner acknowledges and agrees that owning property adjacent to a golf course has benefits as well as detriments, and the detriments include, but are not limited to: (i) the risk of damage to property (including broken windows) or injury to persons and pets from golf balls which are hit onto the Owner's Plot; and (ii) the entry by golfers onto an Owner's Plot or other portion of the Property to retrieve golf balls. Additionally, each Owner expressly assumes such detriments and risks and agrees that none of the Master Association or Master Association Members (in their capacity as such), any Neighborhood Association, the Country Club Landowner, or any officer, director or partner of any of the foregoing, shall be liable to any Owner or anyone claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destructions of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity to an Owner's Plot to the Country Club Premises, including, without limitation, any claim arising in whole or in part from the negligence of the Country Club Landowner.

(b) Under no circumstances shall the Declarant, the Master Association, the Country Club Landowner, and builder or contractor, or any officer, director, partner or member of any of the foregoing, in their capacities as such, be held liable for any damage or injury resulting from errant golf balls hit by third parties, retrieval of errant golf balls by third parties, or from any other risk associated with being at a site proximate to a golf course.

(c) An Owner may experience "over spray" on such Owner's Plot from the Country Club Premises' irrigation system, fertilizing and weed control. Each Owner acknowledges, accepts and assumes the risk of such "over spray".

(d) Each Owner and/or other occupants of a Plot may be exposed to lights, noise or activities resulting from use of the Country Club Premises for dining, recreational and

entertainment purposes, and use of the parking lots associated with the Country Club Facilities. Each Owner acknowledges, accepts and assumes the risk of such light, noise or activities.

(e) Notwithstanding the proximity of the Country Club Premises to the Plots, and notwithstanding that any Owner may have a right to use some of the Country Club Facilities as a result of a Resident Sports and Social Member or other rights acquired separately from such membership, no Owner or other Resident or occupant of a Plot has a right of access to the Country Club Premises directly from a Plot.

(f) The Country Club Premises requires daily maintenance, including mowing, irrigation and grooming, during early morning and evening hours, including without limitation the use of tractors, blowers, pumps, compressors and utility vehicles. All Owners will be exposed to the noise and other effects of such maintenance. All Owners acknowledge, accept and assume the risk of such noise and effects.

(g) The Country Club Landowner reserves the right and easement to the use of all Master Common Areas, as may be needed to provide for the development, operation, maintenance and repair of the Country Club Premises.

Section 13.09 Jurisdiction and Cooperation

Under the terms of this Second Restated Master Declaration, it is the intention that the Master Association and the Country Club Landowner shall cooperate to the maximum extent reasonably possible in the operation of the Property and the Country Club Premises; provided, however, that the Master Association shall have no power to promulgate or amend any of the Country Club Documents or otherwise control the Country Club Landowner or the operation of the Country Club Premises.

Section 13.10 Noise, Irrigation and Fertilization

An Owner may not permit any irrigation water to over spray or drain from such Owner's Plot onto any portion of the Country Club Premises except through storm drainage Improvements constructed by Declarant or the Master Association. Owners may not permit any fertilizer, pesticides or other chemical substances to over spray, drain, flow or be disposed of in any manner upon the Country Club Premises. If Owners violate the provisions of this Section 13.10, Owners shall be liable to the Country Club Landowner for all damages to the turf resulting from their violation and all damages, including consequential damages suffered by the Country Club Landowner.

Section 13.11 Easements

The Master Association hereby reserves for itself and for the benefit of the Country Club Landowner, the following described easements:

(a) Golf Cart Path Easement. The Declarant, in connection with the development of the Country Club Premises, has constructed Golf Cart Paths that cross or encroach upon Master Common Areas, Plots and/or Neighborhood Common Areas. Under the terms of this Second Restated Master Declaration, there is hereby granted and declared a non-exclusive easement for such Golf Cart Paths and for their use by the Country Club Members over and across such areas of the Master Common Area and the Neighborhood Common Area as are subsequently developed and improved for such purpose (the "Golf Cart Path Easement"). Nothing shall be placed or maintained in any Golf Cart Path that shall interfere with utilization thereof as a playable part of the Country Club Facilities.

(b) Country Club Setback. The right to utilize the area designated "Country Club Setback" on either a recorded plat or on plat maps, site plans or diagrams prepared by the Declarant and maintained by the Architectural Review Committee; provided, however, that no permanent Improvements in or alterations of the Plots, Master Common Areas or Neighborhood Common Areas within any Country Club Setback shall be made or allowed (other than "out of bounds" markers or signs consistent with those utilized elsewhere in the connection with the Country Club Facilities) and no portion thereof shall be incorporated in any fairway, trap, water hazard or green, and no paved Golf Cart Path shall encroach upon any Plot unless within an easement therefor. All areas lying within the out-of-bounds stakes shall be maintained by the Country Club Landowner, as applicable, with the balance of the Country Club Setback maintained by the Owner. Nothing shall be placed or maintained in the Country Club Setback that shall interfere with utilization thereof as a part of the Country Club Facilities, or any areas for gallery use.

(c) Tournament Galleries. The right to utilize areas of Plots, Master Common Areas and Neighborhood Common Area lying within the areas so designated by the Declarant or the Master Board on site plans or diagrams which are maintained by the Architectural Review Committee as an area for observation by tournament galleries. The foregoing grant of easement is made for use by the Country Club Landowner and the Country Club Members in conjunction with tournaments and special events on the Country Club Premises by the Country Club Members, invited guests or other Visitors.

(d) Above-Ground Utilities. The right to utilize areas of Plots, Master Common Area and Neighborhood Common Areas contiguous to the edge of the Country Club Premises for temporary, above-ground utility lines for use solely in conjunction with tournaments and special events on the Country Club Premises. Such use shall not interfere with or damage the primary use of the Plots, Master Common Area, Neighborhood Common Area so affected, and the utility lines and installations shall be removed by the Country Club Landowner and all damage repaired promptly upon conclusion of each such tournament and special event.

(e) Special Management Property. Subject to Master Association's obligation and responsibility to maintain or repair the lakes and other Water Management System and land (hereinafter collectively called "Special Management Property"), it is recognized that the Special Management Property is integrated into and forms an inherent part of the Country Club Premises. The Country Club Landowner is granted a non-exclusive easement right to maintain, modify and/or enhance the Special Management Property in a manner which is beneficial to the aesthetic

quality and competitive demeanor of the Country Club Premises, so long as such maintenance, modification and/or enhancement does not violate any governmental code or regulation applicable to this Special Management Property. No modification to the lakes or other Water Management Systems shall have a direct physical impact upon any Plot or Dwelling Unit.

(f) Errant Golf Balls. Every Plot, Dwelling Unit, Master Common Area, and Neighborhood Common Area are subject to an easement permitting golf balls unintentionally to come upon such Plot, Dwelling Unit, Master Common Area or Neighborhood Common Area and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of a Plot, Master Common Area, or Neighborhood Common Area to retrieve errant golf balls; provided, however, if any Plot is fenced or walled, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability, if any, for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement: the Master Association or Master Association Members (in their capacity as such), the Country Club Landowner and successors-in-title to the Country Club Premises, or assigns, any builder or contractor (in their capacities as such), or any officer, director, member or partner of any of the foregoing, or any officer or director of any member or partner.

(g) Common Areas. The Country Club Landowner, and its respective agents and designees, shall at all times have a right and non-exclusive easement of access and use over those portions of the Master Common Area and Neighborhood Common Area that reasonably necessary to the operation, maintenance, repair and replacement of parts of the Country Club Premises.

(h) Overspray. The portions of the Property immediately adjacent to the Country Club Premises are hereby burdened with a non-exclusive easement in favor of the Country Club Landowner for overspray of water, fertilizer, weed killer, fungicide and pesticide from any irrigation system, serving the Country Club Premises. Under no circumstances shall the Master Association or the Country Club Landowner be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

(i) Additional Rights. Declarant reserves the right to grant or deed such easement rights to the Country Club Landowner and to impose such additional restrictions on the Golf Cart Path Easement and Country Club Easement at that time and from time to time as may be reasonably required to effectuate the purposes of such easements. The reservation of the Golf Cart Path Easements and the Country Club Easements is made for the benefit of the Country Club Landowner, the Master Association Members and invited Guests or Visitors, or any golf club operations associated with the Country Club Premises, for associated maintenance and service personnel, and for Country Club and related recreational purposes.

ARTICLE XIV
GOLF CARTS

The following restrictions on the use, storage and operation of Golf Carts shall apply:

Section 14.01 Authorized Golf Carts

The only Golf Carts that shall be permitted to be operated within the Property shall be Club Carts and Private Carts. All Golf Carts powered by a source other than electricity are prohibited unless approved, in writing, by both the Master Association and the Country Club Landowner. All Private Carts approved for use by the Master Board must be maintained in a first-class condition consistent with the maintenance standards observed by the Country Club Landowner for the Club Carts. Notwithstanding the foregoing, the Country Club Landowner has the right to use non-electric carts and equipment, particularly for the maintenance and general operation of the Country Club Premises.

Section 14.02 Operation of Private Carts on Streets within the Property

Owners of Dwelling Units may maintain Private Carts at their Dwelling Unit and operate such vehicles on Public Streets or Private Streets within the Property to the fullest extent permitted by law, subject to the restrictions and standards set forth in this Second Restated Master Declaration and the Master Rules and Regulations as amended from time to time. All Private Carts must have working headlights, taillights, brake lights, turn signals, and can only be operated by Persons over the age of sixteen (16) who have a valid automobile driver's license. The operation of Private Carts and of Club Carts within the Property is a privilege and not a right that can be suspended at any time by the Master Board. All Private Carts shall be stored inside when not in use. Outside storage of Private Carts is prohibited.

Section 14.03 Operation of Private Carts on Golf Cart Paths

If an Owner intends to operate the Private Cart on the cart paths of the Country Club Premises in accordance with the Country Club Rules and Regulations, the Private Cart must be painted with the same color as the Club Carts, if the Country Club Landowner so requires, and must be operated in accordance with the Country Club Rules and Regulations, which, among other things: (A) restrict such use and operation to Country Club Members who are playing any courses and their guests; (B) restrict the speed of Golf Carts to fifteen (15) miles per hour, and (C) prohibit any access to the Golf Cart Paths located on the Country Club Premises from any Plot . Private Carts that are intended to be operated on Golf Cart Paths within the Country Club Premises must also be approved by the Country Club Landowner. If an Owner desires to operate the Private Cart as a Country Club Member on the Golf Cart Paths located on the Country Club Premises, the Country Club Landowner shall be entitled to impose a trail fee as established in its sole discretion for the privilege of operating a Private Cart on the Golf Cart Paths located on the Country Club Premises. The operation of Private Carts or Club Carts within the Country Club Premises is a privilege and not a right which may be suspended at any time by the Country Club Landowner and

is subject to all Country Club Rules and Regulations for use and operation imposed by the Country Club Landowner.

Section 14.04 Revocation of Private Golf Cart Privileges

If an Owner or any family member, guest or invitee of an Owner is observed operating such Owner's approved Private Cart on the Golf Cart Paths located on the Country Club Premises in a fashion which violated the Country Club Rules and Regulations, or if a Private Cart is observed entering the Country Club Premises directly from the Owner's Plot, both the Country Club Landowner and/or the Master Association shall have the right to revoke the privilege conferred on the Owner to own, maintain and operate an authorized Private Cart within the Property or the Country Club Premises.

Section 14.05 Improvements

Any Improvements to an Owner's Plot that relate to the ownership and maintenance of an authorized Private Cart, such as any vehicle storage area, must be reviewed and approved in advance by the Architectural Review Committee in accordance with this Second Restated Master Declaration.

Section 14.06 Liability

Each owner of a Private Cart accepts and assumes all responsibility for liability connected with the operation of the Private Cart, and expressly indemnifies and agrees to hold harmless the Master Association, all Neighborhood Associations, and the Country Club Landowner, Master Association Members, officers, directors, employees, affiliates, representatives and agents, from any and all damages, whether direct or consequential, arising from or related to the use and operation of the Private Cart.

ARTICLE XV **GENERAL AND PROCEDURAL PROVISIONS**

Section 15.01 Security

The Master Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Neither the Master Association, nor the Country Club Landowner or its successors and assigns, shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any gatehouse, fence, buffer area, fire protection system, burglar alarm system, security camera system or other security system cannot be compromised or circumvented, or that any such systems or security measures undertaken will in any or all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants, occupants, family members and guests that the Master

Association, its Master Board and committees, and the Country Club Landowner and its successors and assigns are not insurers and that each Person using the Property assumes all risks for loss or damage to Persons, to Dwelling Units and to the contents of Dwelling Units resulting from acts of third parties.

Section 15.02 Insurance

The Master Association shall obtain and continue in effect as part of the Common Expenses the following types of insurance:

(a) A comprehensive policy of public liability insurance covering the Master Common Area with limits to be approved by the Master Board, covering claims (i) for personal injury, advertising injury and property damage, (ii) for fire damage legal liability and medical expense, (iii) for hired and non-owned automobile liability and (iv) for such other risks as shall customarily be covered with respect to similar developments and risks. Such policy must contain a “severability of interest” endorsement or the equivalent, which shall preclude the insurer from denying the claim of an Owner because of negligent acts or omissions of the Master Association or other Owners.

(b) A property policy consistent with the full replacement cost of, and special form for, all Improvements to the Master Common Area and tangible personal property located thereon as shall be determined annually by the Master Board.

(c) Directors’ and officers’ errors and omissions liability policy, with limits approved by the Master Board, covering members of the Master Board and the officers of the Master Association.

(d) An errors and omissions liability policy, with limits approved by the Master Board, covering the members of the Architectural Review Committee.

(e) A crime policy, including employee theft coverage, to protect against dishonest acts of the directors, officers and employees of the Master Association and all others who handle and are responsible for handling funds of the Master Association. Such amounts shall contain waivers of any defense based upon the exclusion of Persons who serve without compensation from any definition of “employee” or similar expression.

(f) Such other policies and in such other amounts and coverage as the Master Board shall from time to time determine to be appropriate and desirable.

(g) The Country Club Landowner shall be named as additional insureds in any liability policy obtained by the Master Association.

(h) All of the insurance described above in this Section 15.02 shall be in such amounts and have policy limits that are determined by the Master Board in its discretion, after conferring with its insurance agent or agents. The Master Board shall be responsible for reviewing, at least

annually, the amount and type of insurance obtained under this Section 15.02 and shall purchase such additional insurance as is necessary to provide insurance set forth above in this Section 15.02.

Section 15.03 Owner's Insurance and Reconstruction

The Master Association is obligated only to provide insurance as set forth in Section 15.02 above. The Master Association is neither authorized to nor shall it obtain any insurance with respect to any Plot or Dwelling Unit, or to provide any insurance with respect to liability, fire, theft, damage or any other casualty loss for any private property of any Owner, his tenant or their guests or family members or for any Neighborhood Association, all of which shall be the responsibility of the Owner or the Neighborhood Association, as applicable.

Unless otherwise specified in a Neighborhood Declaration or a Supplemental Declaration, each Owner shall at all times maintain casualty insurance on his Dwelling Unit and all other insurable Improvements in an amount equal to the full replacement cost thereof. Each such insurance policy shall contain a waiver of subrogation provision as to the Master Association. If any Improvements located on any Plot are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner of such Improvements shall cause repair or replacement to be commenced within ninety (90) days from the date that such damage or destruction occurred, and to complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the Improvements to substantially their original character, design and condition, and shall utilize and conform with the original foundation and appearance of the original Improvements except as otherwise approved by the Architectural Review Committee.

If the Owner of any Plot fails to commence or complete construction to repair or replace any damaged or destroyed Improvements within the time periods provided for above, the Master Association shall give written notice to the Owner of his default. If after thirty (30) days the Owner has not made satisfactory arrangements to meet his obligations, the Master Association shall be deemed to have been granted the right by the respective Owner, as such Owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore the Improvements to their original condition, according to the plans and specifications of the original Improvements. If the Master Association exercises the rights afforded to it by this Section 15.03, which shall be in the sole discretion of the Master Board, the Owner shall be deemed to have assigned to the Master Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the Improvements. The Master Association shall have the right to recover from the Owner any costs not paid by insurance and, upon compliance with applicable Indiana Law, if any, shall have a lien on the Plot and Dwelling Unit to secure payment.

Section 15.04 Damage and Destruction

Any damage or destruction to the Master Common Area or any Neighborhood Common Area shall be repaired or reconstructed. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost of repair or reconstruction, the Master Board shall, without the necessity of a vote of the

Master Association Members, levy a Special Assessment against all Owners as permitted in Article XI above. If the damage or destruction involves a Neighborhood Common Area, only the Owners of the Plots in the affected Neighborhood shall be subject to such Assessment. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 15.05 Litigation

No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by a Majority vote of all Master Association Members entitled to vote. This Section 15.05 shall not apply, however, to (a) actions brought by the Master Association to enforce the provisions of this Second Restated Master Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of Assessments as provided in Article XI above; (c) proceedings involving challenges to real estate taxation; or (d) counterclaims brought by the Master Association in proceedings instituted against it.

Section 15.06 Other Documents

The Master Association, or other entity provided for herein, or in any applicable recorded instrument, shall have such rights, powers, duties, and privileges as set forth in the Master Founding Documents and other constituent documents of such entity; however, no such entity may have rights, duties, powers or privileges that conflict with the provisions of this Second Restated Master Declaration, which shall prevail in all events of conflict.

Section 15.07 Duration of Second Restated Master Declaration

The covenants, reservations, restrictions and other provisions of this Second Restated Master Declaration shall run with and bind the Property subject hereto and shall inure to the benefit of the any Owner subject to this Second Restated Master Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term of seventy-five (75) years from the date the Original Declaration was recorded with the Recorder of Hamilton County, Indiana which was January 15, 2003. Thus, the initial term shall run until January 15, 2078. Upon the expiration of such initial period, this Second Restated Master Declaration shall automatically be extended for successive periods of ten (10) years. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Second Restated Master Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Second Restated Master Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, ninety percent (90%) of the votes cast at a duly held meeting of Master Association Members vote in favor of terminating this Second Restated Master Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Master Association Members vote to terminate this Second Restated Master Declaration, the president and secretary of the Master Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Master

Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate must be signed by all Institutional Mortgagees in existence one (1) year prior to the termination of such term or extension and, absent all such signatures, shall be ineffective and without force or effect. Said certificate shall be recorded with the Recorder of Hamilton County, Indiana, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Second Restated Master Declaration, upon which event this Second Restated Master Declaration shall be terminated upon the expiration of the ten (10) year extension during which such instrument of termination was recorded.

Section 15.08 Modification and Amendment of Second Restated Master Declaration

After the date when this Second Restated Master Declaration is filed with the Hamilton County Recorder, future modifications and amendments to these Covenants may be made from time to time upon the affirmative vote of two-thirds (2/3) of all votes of Master Association Members cast at any annual or special meeting called for that purpose at which a quorum of thirty-three percent (33%) of the Members is present in person or by proxy, provided, however, that the full text of any proposed amendments shall be included in the notice of such Annual or Special meeting and the voting requirements specified for any action under any provisions of this Second Restated Master Declaration shall also apply to any amendment of such provisions, and no amendment shall be effective which is in contravention of the duties, responsibilities or obligations of the Master Association or the Master Association Members as provided in this Second Restated Master Declaration. This Second Restated Master Declaration is supplemental to and independent of any zoning, present or future, of Hamilton County, Indiana, or of any other applicable County, or of any other governmental entity, and no variance or zoning change permitted by the appropriate governmental authority shall in any way be construed to reduce or modify the covenants contained herein.

Section 15.09 Amendment Limitations.

No amendment in derogation of any rights or privileges reserved or granted in this Second Restated Master Declaration to the Country Club Premises and/or the Country Club Landowner, may be made without the prior written approval of the Country Club Landowner. By way of example, and not by limitation, nothing in Article XII above pertaining to Resident Sports and Social Members and Resident Sports and Social Membership Assessments, in Article XIII above pertaining to the Country Club, or in Article XIV above pertaining to Golf Carts may be amended or modified without the prior written approval of the Country Club Landowner.

Section 15.10 Condemnation

If at any time during the term of this Second Restated Master Declaration, the whole or any portion of the Master Common Areas or Neighborhood Common Areas shall be taken for any public purpose by any lawful power or authority by the exercise of the power of eminent domain or by agreement between those authorized to exercise such power, this Second Restated Master Declaration and all obligations hereunder as to the taken area shall terminate and expire on the date

of such taking and expenses provided to be paid for such taken area shall be apportioned and paid to the date of such taking. If any Improvements upon the Master Common Areas or Neighborhood Common Areas not included in the area taken shall be damaged or partially destroyed by such condemnation, then the Master Association or the Neighborhood Association, whichever is applicable, shall proceed with reasonable diligence to demolish, if necessary, and to construct, repair, replace or rebuild such Improvements so such Improvements are complete and in good condition and repair.

If the temporary use of the whole or any part of the Master Common Areas or Neighborhood Common Areas shall be taken at any time during the term of this Second Restated Master Declaration by the exercise of the right of condemnation by any authority having such power, then the term of this Second Restated Master Declaration shall not be reduced or affected in any way and the Master Association expenses and Neighborhood Association expenses herein provided to be paid shall continue to be due and payable and the Owners shall be entitled to the entire award granted by reason of such temporary taking.

Section 15.11 Acceptance by Owners of Second Restated Master Declaration

Each Owner, by accepting an interest in any Plot, hereby agrees to be bound by all the conditions, limitations, reservations, restrictions and other provisions contained in this Second Restated Master Declaration, and in the event of a breach thereof agrees to pay all costs, including reasonable attorney fees, for the enforcement of this Second Restated Master Declaration.

Section 15.12 Remedies and Non-Waiver

The provisions of this Second Restated Master Declaration may be enforced by (i) any Owner, (ii) the Master Association, (iii) a Neighborhood Association, and (iv) the Country Club Landowner, but only to the extent that the provision sought to be enforced involves an easement, right or benefit granted to the Country Club Landowner and/or Country Club Premises under the Second Restated Master Declaration. In the event of a violation or breach of the Second Restated Master Declaration, the Master Association, the Country Club Landowner shall have the right to proceed at law, or in equity, to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, Assessment, reservation, restriction, condition or limitation herein contained, however long delayed, shall not be deemed a waiver or the right to do so thereafter.

Section 15.13 Severability

If any covenant, condition, restriction or other provision of this Second Restated Master Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, then such ruling shall in no way affect the validity of the remaining provisions of this Second Restated Master Declaration, all of which shall remain in full force and effect. Waivers, omissions, errors, or other allowances, however made, shall not create a precedent or invalidate this Second Restated Master Declaration, and no Master Association Member shall make a claim for relief based on any prior waiver or omission or error.

Section 15.14 Gender

Whenever in this Second Restated Master Declaration the context so requires, (i) the singular number shall include the plural, and the converse, (ii) the use of any gender shall be deemed to include all genders and (iii) the use of any gender to identify an Owner or a Master Association Member shall be deemed to refer to an entity, if such Owner or Master Association Member is an entity.

Section 15.15 Construction

The provisions of this Second Restated Master Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the PUD Ordinance One and PUD Ordinance Two, as applicable, and the purposes set forth herein, including the preamble and recitations above.

Section 15.16 Administration

The administration of the Master Association shall be in accordance with the provisions of this Master Founding Documents.

Section 15.17 Notices

(a) To Master Association. Notice to Master Association, as may be required herein, or in the Bylaws of the Master Association shall be in writing and delivered or mailed to the Master Association at its principal place of business as shown by the records of the Secretary of State of Indiana, or at any other location designated by the Master Association.

(b) To Owner. Notice to any Owner for Assessments, of a violation of any of these restrictions, or any other notice as may be required herein, shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of Hamilton County, Indiana, or if not shown thereon, to the address of the Owner, as shown on the deed recorded in the public records of Hamilton County, Indiana, or at any other location designated by the Owner. The Master Association shall have the option of emailing such notices to the Owner if the Owner has elected to receive notices in that manner.

Section 15.18 Interpretation

The Master Board shall be responsible for interpreting the provisions of this Second Restated Master Declaration and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel for the Master Association that an interpretation adopted by the Master Board is not unreasonable shall conclusively establish the validity of such interpretation.

Section 15.19 Use of the Words “The Bridgewater Club”

No Person or entity shall use the words “The Bridgewater Club” or any derivative in any printed or promotional material without the Master Board’s prior written consent. However, Owners may use the words “The Bridgewater Club” in printed or promotional matter solely to specify that particular property is located within the Property, and the Master Association shall be entitled to use the words “The Bridgewater Club” in its name. The Master Association hereby confirms that the Country Club Landowner has been granted authority to use the words “The Bridgewater Club”.

Section 15.20 Compliance

Every Owner and occupant of any Dwelling Unit shall comply with the Master Founding Documents, and the Master Rules and Regulations. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or for any other remedy available at law or in equity, by Master Association or, in a proper case, by any aggrieved Owner(s) of a Dwelling Unit.

Section 15.21 Headings

The headings of Articles and Section in this Second Restated Master Declaration are provided for convenience of reference only and are not to be considered in construing their contents.

Section 15.22 Notice of Zoning Requirements and PUD

Notice is hereby given that (i) the development of all of the Property other than Grassy Branch is governed, in part, by the PUD Ordinance One including provisions pertaining, without limitation, to development and architectural standards, landscaping, and signage and (ii) the development of all of Grassy Branch is governed, in part, by the PUD Ordinance Two including provisions pertaining, without limitation, to development and architectural standards, landscaping, and signage .

Section 15.23 Consent of Country Club Landowner

The Bridgewater Club, LLC is executing this Second Amended and Restated Declaration as owner of the Country Club Premises for the sole purpose of evidencing its consent to, and agreement with, only (i) the designation and identification of the Country Club Land in Section 13.01 above, (ii) the rights and benefits of the Resident Sports and Social Members expressly specified in Article XII above, (iii) any and all obligations of the Resident Sports and Social Members including, without limitation, those specified in Article XII and Article XIII above and (iii) all rights and provisions benefitting the Country Club Premises and the Country Club Landowner and set forth in this Second Restated Master Declaration including, without limitation, the provisions set forth in Article XII, Article XIII and Article XIV above.

“DECLARANT”

Throgmartin-Henke Development, LLP

By: Hinkle Creek Farms, LLC and Hinkle Creek Farms II, LLC, the two Partners of Throgmartin-Henke Development, LLP

By: Throgmartin-Henke Land Partners, LLC, as sole member of Hinkle Creek Farms, LLC and Hinkle Creek Farms II, LLC

By: David R. Mennel
David R. Mennel, Manager

Date: October 26, 2022

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me a Notary Public in and for said County and State, personally appeared David R. Mennel, a manager of Throgmartin-Henke Land Partners, LLC, the sole member of Hinkle Creek Farms, LLC and Hinkle Creek Farms II, LLC, the two partners of Throgmartin-Henke Development, LLP and acknowledged the execution of the foregoing Second Amended and Restated Master Declaration and General Protective Covenants, Conditions and Restrictions for the Bridgewater Club for and on behalf of said entity.

Witness my hand and Notarial Seal this 26 day of OCTOBER, 2022.

My Commission Expires:
6-10-2028

Notary Public

Residing in HAMILTON County
J. NEAL SMITH

Printed Name

J. Neal Smith

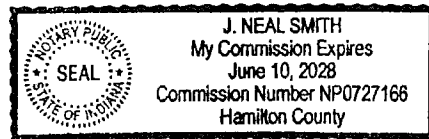


EXHIBIT "A"

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Secondary Plat The Bridgewater Club – Section A, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200300005876, Plat Cabinet 3, Slide 128, as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Secondary Plat The Bridgewater Club – Section B, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200300048108, Plat Cabinet 3, Slide 172, as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Secondary Plat The Bridgewater Club – Section C, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200400045156, Plat Cabinet 3, Slide 434, as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Secondary Plat The Bridgewater Club – Section D1, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200300110283, Plat Cabinet 3, Slide 273, as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Secondary Plat The Bridgewater Club – Section D2, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200300110282, Plat Cabinet 3, Slide 272, as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Secondary Plat The Bridgewater Club – Section E, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200300005874, Plat Cabinet 3, Slide 126, as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Secondary Plat The Bridgewater Club – Section F, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200500028681, Plat Cabinet 3, Slide 623, as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in, the Secondary Plat

The Bridgewater Club – Section G1, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200300120466, Plat Cabinet 3, Slide 305, as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Secondary Plat The Bridgewater Club – Section G2, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200300090258, Plat Cabinet 3, Slide 246, as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Secondary Plat The Bridgewater Club – Section G3-5, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200300005875, Plat Cabinet 3, Slide 127, as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Secondary Plat The Bridgewater Club – Section H, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200600072284, Plat Cabinet 4, Slide 200, as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Secondary Plat The Bridgewater Club – Section H1, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2007032940, Plat Cabinet 4, Slide 322, as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Secondary Plat The Bridgewater Club –Section I1, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200500080371, Plat Cabinet 3, Slide 782, as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Secondary Plat The Bridgewater Club – Section I2 North recorded with the Recorder Hamilton County, Indiana as Instrument Number 200400054401, Plat Cabinet 3, Slide 458 as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Secondary Plat The Bridgewater Club – Section I2 South, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200600063225, Plat Cabinet 4, Slide 168, as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Secondary Plat The Bridgewater Club – Section J, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200400074835, Plat Cabinet 3, Slide 515 as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Secondary Plat of The Bridgewater Club – Section K-1, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 200500073919, Plat Cabinet 3, Slide 764, as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Secondary Plat Bridgewater Parks, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2016061657, Plat Cabinet 5, Slide 595, as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Secondary Plat The Moorings at Bridgewater, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2015020786, Plat Cabinet 5, Slide 343, as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Waterford at The Bridgewater Club Parcel L3 Secondary Plat, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2017028123, Plat Cabinet 5, Slide 693, as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Village at Bridgewater – Section 1 Secondary Plat, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2013025388, Plat Cabinet 5, Slide 71, as amended or replatted from time to time.

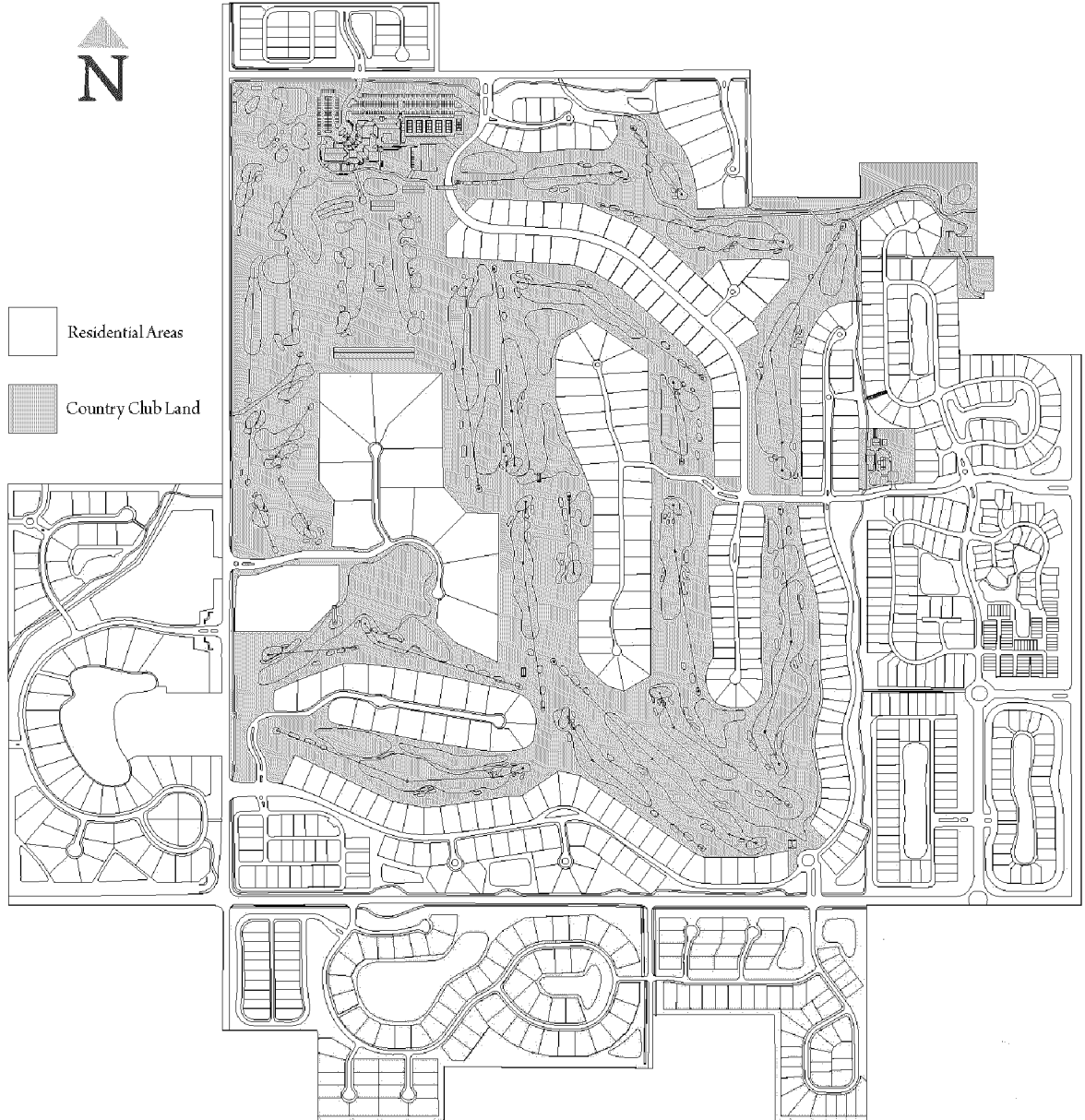
All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Village at Bridgewater – Section 2 Secondary Plat, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2013060875, Plat Cabinet 5, Slide 129, as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Village at Bridgewater – Section 3 Secondary Plat, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2014048798, Plat Cabinet 5, Slide 264, as amended or replatted from time to time.

All real estate made the subject of, and all Plots, Master Common Areas, Neighborhood Common Areas, Private Streets and Public Streets identified and described in the Secondary Plat Grassy Branch at Bridgewater, recorded with the Recorder of Hamilton County, Indiana as Instrument Number 2018056940, Plat Cabinet 5, Slide 909, as amended or replatted from time to time.

EXHIBIT "B"

THE BRIDGEWATER CLUB
Residential Areas and Country Club Land



3535 East 161st Street Carmel, IN 46033 www.thebridgewaterclub.com



EXHIBIT "C"

Parcel 1

Part of the South Half of Section 8 and part of the North Half of Section 17, all in Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

BEGINNING at the Northwest corner of the Southwest Quarter of said Section 8; thence South 01 degrees 06 minutes 34 seconds East (assumed bearing) along the West line of said Southwest Quarter 2644.77 feet to the Northwest corner of the Northwest Quarter of said Section 17 and the Northwest corner of The Bridgewater Club – Section A, recorded as Instrument Number 200300005876, Plat Cabinet 3, Slide 128, in the Office of the Recorder of Hamilton County, Indiana (the following thirty courses are along the Northern, Eastern, and Southern boundaries of said The Bridgewater Club – Section A); 1) thence North 89 degrees 55 minutes 46 seconds East along the North line of said Northwest Quarter 45.01 feet; 2) thence South 00 degrees 58 minutes 50 seconds East parallel with the West line of said Northwest Quarter 423.25 feet; 3) thence South 45 degrees 58 minutes 50 seconds East 56.57 feet; 4) thence North 89 degrees 01 minutes 10 seconds East 31.58 feet to a tangent curve to the right having a radius of 171.00 feet, the radius point of which bears South 00 degrees 58 minutes 50 seconds East; 5) thence Easterly along said curve 20.37 feet to a point which bears North 05 degrees 50 minutes 39 seconds East from said radius point, and a point of reverse curve having a radius of 297.00 feet, the radius point of which bears North 05 degrees 50 minutes 39 seconds East; 6) thence Easterly along said curve 116.15 feet to a point which bears South 16 degrees 33 minutes 47 seconds East from said radius point; 7) thence North 73 degrees 26 minutes 13 seconds East 37.32 feet to a tangent curve to the right having a radius of 865.00 feet, the radius point of which bears South 16 degrees 33 minutes 47 seconds East; 8) thence Northeasterly along said curve 275.01 feet to a point which bears North 01 degrees 39 minutes 12 seconds East from said radius point; 9) thence South 88 degrees 20 minutes 48 seconds East 61.90 feet; 10) thence North 01 degrees 39 minutes 12 seconds East 327.97 feet; 11) thence North 37 degrees 49 minutes 23 seconds West 157.19 feet; 12) thence North 00 degrees 04 minutes 41 seconds West 675.98 feet; 13) thence North 88 degrees 56 minutes 47 seconds East 771.51 feet; 14) thence South 01 degrees 03 minutes 13 seconds East 725.61 feet; 15) thence South 45 degrees 40 minutes 01 seconds East 233.08 feet; 16) thence North 90 degrees 00 minutes 00 seconds East 200.00 feet; 17) thence South 00 degrees 00 minutes 00 seconds East 944.70 feet; 18) thence North 64 degrees 28 minutes 30 seconds West 302.67 feet; 19) thence North 46 degrees 15 minutes 28 seconds West 179.91 feet; 20) thence North 05 degrees 08 minutes 42 seconds East 137.24 feet to a non-tangent curve to the right having a radius of 50.00 feet, the radius point of which bears North 03 degrees 37 minutes 48 seconds East; 21) thence Northwesterly along said curve 129.23 feet to a point which bears North 28 degrees 17 minutes 01 seconds West from said radius point and to a point of reverse curve having a radius of 60.00 feet, the radius point of which bears North 28 degrees 17 minutes 01 seconds West; 22) thence Northeasterly along said curve 66.55 feet to a point which bears North 88 degrees 10 minutes 07 seconds East from said radius point; 23) thence

North 01 degrees 49 minutes 53 seconds West 48.94 feet to a tangent curve to the left having a radius of 185.00 feet, the radius point of which bears South 88 degrees 10 minutes 07 seconds West; 24) thence Northwesterly along said curve 385.26 feet to a point which bears North 31 degrees 08 minutes 51 seconds West from said radius point; 25) thence South 58 degrees 51 minutes 09 seconds West 114.25 feet to a tangent curve to the right having a radius of 190.00 feet, the radius point of which bears North 31 degrees 08 minutes 51 seconds West; 26) thence Southwesterly along said curve 108.77 feet to a point which bears South 01 degrees 39 minutes 12 seconds West from said radius point; 27) thence North 88 degrees 20 minutes 48 seconds West 21.35 feet; 28) thence South 00 degrees 58 minutes 50 seconds East 303.53 feet; 29) thence South 44 degrees 49 minutes 24 seconds West 314.15 feet; 30) thence South 89 degrees 01 minutes 10 seconds West 529.77 feet to the Northern boundary of The Bridgewater Club – Section B, recorded as Instrument Number 200300048108, Plat Cabinet 3, Slide 172, in said Recorder's Office (the following twenty-three courses are along said Northern, Eastern, and Southern boundaries of said The Bridgewater Club – Section B); 1) thence South 00 degrees 58 minutes 50 seconds East 334.31 feet; 2) thence North 89 degrees 01 minutes 10 seconds East 192.43 feet; 3) thence North 66 degrees 10 minutes 03 seconds East 169.37 feet; 4) thence North 68 degrees 58 minutes 20 seconds East 160.70 feet; 5) thence North 61 degrees 15 minutes 38 seconds East 171.07 feet; 6) thence South 80 degrees 43 minutes 02 seconds East 330.44 feet; 7) thence South 79 degrees 21 minutes 13 seconds East 600.14 feet; 8) thence South 76 degrees 15 minutes 22 seconds East 192.62 feet; 9) thence South 34 degrees 03 minutes 10 seconds East 216.73 feet; 10) thence South 00 degrees 00 minutes 00 seconds East 216.40 feet; 11) thence North 90 degrees 00 minutes 00 seconds West 325.58 feet; 12) thence North 78 degrees 48 minutes 02 seconds West 145.07 feet; 13) thence North 80 degrees 28 minutes 22 seconds West 300.00 feet; 14) thence North 77 degrees 45 minutes 23 seconds West 587.14 feet; 15) thence North 84 degrees 29 minutes 46 seconds West 173.41 feet; 16) thence North 90 degrees 00 minutes 00 seconds West 108.10 feet to a tangent curve to the left having a radius of 99.00 feet, the radius point of which bears South 00 degrees 00 minutes 00 seconds East; 17) thence Southwesterly along said curve 112.26 feet to a point which bears North 64 degrees 58 minutes 16 seconds West from said radius point; 18) thence South 25 degrees 01 minutes 44 seconds West 23.56 feet to a tangent curve to the left having a radius of 110.00 feet the radius point of which bears South 64 degrees 58 minutes 16 seconds East; 19) thence Southerly along said curve 109.24 feet to a point which bears South 58 degrees 07 minutes 49 seconds West from said radius point; 20) thence South 31 degrees 52 minutes 11 seconds East 40.00 feet to a tangent curve to the right having a radius of 190.00 feet, the radius point of which bears South 58 degrees 07 minutes 49 seconds West; 21) thence Southeasterly along said curve 102.44 feet to a point which bears North 89 degrees 01 minutes 22 seconds East from said radius point; 22) thence South 00 degrees 58 minutes 38 seconds East 63.95 feet; 23) thence South 38 degrees 05 minutes 13 seconds East 33.15 feet to the Northwest corner of The Bridgewater Club – Section C, recorded as Instrument Number 200400045156, Plat Cabinet 3, Slide 434, in said Recorder's Office (the following fourteen courses are along the Northern boundary of said The Bridgewater Club – Section C); 1) thence South 75 degrees 11 minutes 47 seconds East 44.53 feet; 2) thence North 24 degrees 16 minutes 18 seconds East 186.43 feet; 3) thence South 63 degrees 57 minutes 43

seconds East 678.85 feet; 4) thence South 78 degrees 49 minutes 09 seconds East 198.78 feet; 5) thence North 86 degrees 27 minutes 35 seconds East 102.61 feet; 6) thence North 81 degrees 17 minutes 45 seconds East 440.00 feet; 7) thence North 71 degrees 21 minutes 38 seconds East 93.72 feet; 8) thence North 52 degrees 36 minutes 03 seconds East 265.05 feet; 9) thence South 69 degrees 57 minutes 59 seconds East 155.45 feet; 10) thence South 55 degrees 09 minutes 59 seconds East 875.56 feet; 11) thence South 66 degrees 34 minutes 55 seconds East 68.87 feet; 12) thence North 89 degrees 50 minutes 01 seconds East 315.00 feet; 13) thence North 73 degrees 36 minutes 30 seconds East 218.71 feet; 14) thence South 00 degrees 09 minutes 59 seconds East 150.00 feet to the Western boundary of The Bridgewater Club – Section G 3-5, recorded as Instrument Number 200300005875, Plat Cabinet 3, Slide 127, in said Recorder's Office and a non-tangent curve to the left having a radius of 220.00 feet, the radius point of which bears North 39 degrees 57 minutes 02 seconds West (the following twenty-three courses are along the Western boundary of said The Bridgewater Club – Section G 3-5; 1) thence Northeasterly along said curve 37.87 feet to a point which bears South 49 degrees 48 minutes 45 seconds East from said radius point; 2) thence North 40 degrees 11 minutes 15 seconds East 4.81 feet to a tangent curve to the left having a radius of 39.00 feet, the radius point of which bears North 49 degrees 48 minutes 45 seconds West; 3) thence Northeasterly along said curve 37.82 feet to a point of reverse curve having a radius of 83.00 feet, the radius point of which bears North 74 degrees 37 minutes 46 seconds East; 4) thence Northerly, Northeasterly and Easterly along said curve 166.15 feet to a point of reverse curve having a radius of 39.00 feet, the radius point of which bears North 09 degrees 19 minutes 28 seconds East; 5) thence Easterly along said curve 37.82 feet to a point which bears South 46 degrees 14 minutes 01 seconds East from said radius point; 6) thence North 43 degrees 45 minutes 59 seconds East 77.80 feet; 7) thence North 46 degrees 14 minutes 01 seconds West 136.47 feet; 8) thence North 43 degrees 32 minutes 03 seconds East 62.86 feet; 9) thence North 26 degrees 04 minutes 37 seconds East 125.07 feet; 10) thence North 02 degrees 48 minutes 02 seconds East 125.07 feet; 11) thence North 10 degrees 49 minutes 40 seconds West 65.00 feet; 12) thence North 11 degrees 01 minutes 38 seconds West 130.00 feet; 13) thence North 05 degrees 01 minutes 02 seconds West 97.37 feet; 14) thence North 06 degrees 19 minutes 12 seconds East 91.49 feet; 15) thence North 14 degrees 57 minutes 12 seconds East 136.63 feet; 16) thence North 03 degrees 50 minutes 11 seconds East 62.77 feet; 17) thence North 08 degrees 20 minutes 39 seconds West 276.86 feet; 18) thence North 03 degrees 53 minutes 59 seconds West 150.57 feet; 19) thence North 04 degrees 25 minutes 43 seconds East 128.60 feet; 20) thence North 11 degrees 04 minutes 10 seconds West 116.12 feet; 21) thence North 21 degrees 51 minutes 51 seconds West 130.00 feet; 22) thence North 13 degrees 07 minutes 05 seconds West 65.76 feet; 23) thence North 09 degrees 39 minutes 14 seconds West 168.32 feet; thence North 06 degrees 08 minutes 43 seconds West along said Western boundary and the Western boundary of the Replat of Plot G1 of The Bridgewater Club – Section G 3-5, recorded as Instrument Number 200400061941, Plat Cabinet 3, Slide 474, in said Recorder's Office 153.28 feet to the Northwest corner of said replat; thence North 89 degrees 56 minutes 13 seconds East along the North line of said replat 140.53 feet to the Northeast corner thereof and the Western boundary of said The Bridgewater Club – Section G 3-5; thence North 45 degrees 03 minutes 47 seconds West along said Western boundary

35.36 feet to the Southern boundary of The Bridgewater Club – Section E, recorded as Instrument Number 200300005874, Plat Cabinet 3, Slide 126, in said Recorder's Office; thence South 89 degrees 56 minutes 13 seconds West along said Southern boundary 349.14 feet to the Eastern boundary of The Bridgewater Club – Section G2, recorded as Instrument Number 200300090258, Plat Cabinet 3, Slide 246, in said Recorder's Office (the following 16 courses are along said Eastern boundary, the Southern boundary, and the Western boundary of said The Bridgewater Club – Section G2); 1) thence South 01 degrees 34 minutes 53 seconds West 285.03 feet; 2) thence South 00 degrees 28 minutes 11 seconds East 130.00 feet; 3) thence South 05 degrees 50 minutes 50 seconds West 131.16 feet; 4) thence South 02 degrees 59 minutes 12 seconds East 325.63 feet; 5) thence South 00 degrees 29 minutes 26 seconds East 361.31 feet; 6) thence South 43 degrees 24 minutes 53 seconds West 126.10 feet; 7) thence North 87 degrees 48 minutes 13 seconds West 174.83 feet; 8) thence North 34 degrees 41 minutes 19 seconds West 148.10 feet; 9) thence North 02 degrees 59 minutes 12 seconds West 51.53 feet; 10) thence North 18 degrees 48 minutes 53 seconds East 145.40 feet; 11) thence North 02 degrees 59 minutes 12 seconds West 130.00 feet; 12) thence North 07 degrees 23 minutes 07 seconds West 65.19 feet; 13) thence North 02 degrees 59 minutes 12 seconds West 274.01 feet; 14) thence North 10 degrees 38 minutes 32 seconds West 133.45 feet; 15) thence North 03 degrees 22 minutes 44 seconds East 130.29 feet; 16) thence North 10 degrees 38 minutes 47 seconds East 264.97 feet to the Eastern boundary of The Bridgewater Club – Section F, recorded as Instrument Number 200500028681, Plat Cabinet 3, Slide 623, in said Recorder's Office (the following 28 courses are along said Eastern boundary, the Southern boundary, the Western boundary, the Northern boundary, and the Eastern boundary of said The Bridgewater Club – Section F); 1) thence South 89 degrees 31 minutes 49 seconds West 33.38 feet; 2) thence North 44 degrees 29 minutes 26 seconds West 178.11 feet; 3) thence North 89 degrees 51 minutes 30 seconds West 101.88 feet; 4) thence North 65 degrees 30 minutes 42 seconds West 108.69 feet; 5) thence South 04 degrees 08 minutes 39 seconds West 302.70 feet; 6) thence South 00 degrees 00 minutes 00 seconds East 981.27 feet; 7) thence South 61 degrees 07 minutes 09 seconds West 208.44 feet; 8) thence North 73 degrees 51 minutes 50 seconds West 219.74 feet; 9) thence North 26 degrees 27 minutes 02 seconds West 220.38 feet; 10) thence North 00 degrees 00 minutes 00 seconds East 329.12 feet; 11) thence North 39 degrees 33 minutes 19 seconds East 142.67 feet; 12) thence North 05 degrees 39 minutes 45 seconds East 110.54 feet; 13) thence North 00 degrees 00 minutes 00 seconds East 440.00 feet; 14) thence North 21 degrees 32 minutes 48 seconds West 225.94 feet; 15) thence North 26 degrees 04 minutes 00 seconds West 236.58 feet; 16) thence North 16 degrees 54 minutes 36 seconds West 237.60 feet; 17) thence North 00 degrees 00 minutes 00 seconds East 257.02 feet; 18) thence North 19 degrees 52 minutes 38 seconds East 116.44 feet; 19) thence North 66 degrees 48 minutes 43 seconds East 227.74 feet; 20) thence South 79 degrees 24 minutes 00 seconds East 110.21 feet; 21) thence South 53 degrees 40 minutes 49 seconds East 333.59 feet; 22) thence South 00 degrees 00 minutes 00 seconds East 414.71 feet; 23) thence South 04 degrees 42 minutes 39 seconds East 234.45 feet to a non-tangent curve to the right having a radius of 235.00 feet, the radius point of which bears South 15 degrees 35 minutes 52 seconds West; 24) thence Southeasterly along said curve 62.35 feet to a point which bears North 30 degrees 47 minutes 59 seconds East from said radius point; 25) thence South 59

degrees 12 minutes 01 seconds East 54.56 feet to a tangent curve to the left having a radius of 115.00 feet, the radius point of which bears North 30 degrees 47 minutes 59 seconds East; 26) thence Southeasterly along said curve 61.82 feet to a point which bears South 00 degrees 00 minutes 00 seconds East from said radius point; 27) thence North 90 degrees 00 minutes 00 seconds East 104.72 feet; 28) thence South 85 degrees 48 minutes 00 seconds East 87.02 feet to the Western boundary of The Bridgewater Club – Section E, recorded as Instrument Number 200300005874, Plat Cabinet 3, Slide 126, in said Recorder's Office (the following 38 courses are along said Western boundary); 1) thence North 00 degrees 03 minutes 47 seconds West 440.00 feet; 2) thence North 04 degrees 57 minutes 36 seconds West 202.00 feet; 3) thence North 27 degrees 25 minutes 42 seconds West 152.08 feet; 4) thence North 46 degrees 35 minutes 26 seconds West 93.20 feet; 5) thence North 48 degrees 27 minutes 12 seconds West 550.04 feet; 6) thence North 59 degrees 04 minutes 37 seconds West 187.96 feet; 7) thence North 72 degrees 20 minutes 13 seconds West 138.61 feet; 8) thence North 83 degrees 19 minutes 11 seconds West 159.17 feet; 9) thence North 87 degrees 23 minutes 25 seconds West 660.00 feet; 10) thence North 02 degrees 36 minutes 35 seconds East 157.50 feet; 11) thence North 43 degrees 12 minutes 59 seconds East 104.67 feet to a non-tangent curve to the right having a radius of 330.00 feet, the radius point of which bears North 43 degrees 12 minutes 59 seconds East; 12) thence Northerly along said curve 535.48 feet to a point which bears North 43 degrees 48 minutes 45 seconds West from said radius point; 13) thence North 46 degrees 11 minutes 15 seconds East 91.17 feet to a tangent curve to the left having a radius of 214.00 feet, the radius point of which bears North 43 degrees 48 minutes 45 seconds West; 14) thence Northeasterly along said curve 116.33 feet to a point which bears South 74 degrees 57 minutes 30 seconds East from said radius point; 15) thence North 31 degrees 24 minutes 45 seconds West 21.45 feet; 16) thence North 75 degrees 46 minutes 32 seconds West 92.09 feet to a tangent curve to the right having a radius of 165.00 feet, the radius point of which bears North 14 degrees 13 minutes 28 seconds East; 17) thence Northwesterly along said curve 87.62 feet to a point which bears South 44 degrees 38 minutes 56 seconds West from said radius point; 18) thence North 45 degrees 21 minutes 04 seconds West 53.47 feet to a tangent curve to the left having a radius of 135.00 feet, the radius point of which bears South 44 degrees 38 minutes 56 seconds West; 19) thence Northwesterly along said curve 105.77 feet to a point which bears North 00 degrees 14 minutes 28 seconds West from said radius point; 20) thence South 89 degrees 45 minutes 32 seconds West 169.45 feet to a tangent curve to the left having a radius of 135.00 feet, the radius point of which bears South 00 degrees 14 minutes 28 seconds East; 21) thence Southwesterly along said curve 82.35 feet to a point which bears North 35 degrees 11 minutes 36 seconds West from said radius point; 22) thence South 54 degrees 48 minutes 24 seconds West 62.41 feet to a tangent curve to the left having a radius of 24.00 feet, the radius point of which bears South 35 degrees 11 minutes 36 seconds East; 23) thence Southwesterly along said curve 30.33 feet to a point of reverse curve having a radius of 105.00 feet, the radius point of which bears South 72 degrees 24 minutes 15 seconds West; 24) thence Southeasterly along said curve 8.79 feet to a point which bears North 77 degrees 11 minutes 58 seconds East from said radius point; 25) thence North 32 degrees 57 minutes 53 seconds West 73.08 feet to a non-tangent curve to the left having a radius of 24.00 feet, the radius point of which bears North 40 degrees 23 minutes 30 seconds

East; 26) thence Easterly along said curve 31.66 feet to a point which bears South 35 degrees 11 minutes 36 seconds East from said radius point; 27) thence North 54 degrees 48 minutes 24 seconds East 62.20 feet to a tangent curve to the right having a radius of 165.00 feet, the radius point of which bears South 35 degrees 11 minutes 36 seconds East; 28) thence Northeasterly along said curve 100.65 feet to a point which bears North 00 degrees 14 minutes 28 seconds West from said radius point; 29) thence North 89 degrees 45 minutes 32 seconds East 169.45 feet to a tangent curve to the right having a radius of 165.00 feet, the radius point of which bears South 00 degrees 14 minutes 28 seconds East; 30) thence Southeasterly along said curve 129.27 feet to a point which bears North 44 degrees 38 minutes 56 seconds East from said radius point; 31) thence South 45 degrees 21 minutes 04 seconds East 53.47 feet to a tangent curve to the left having a radius of 135.00 feet, the radius point of which bears North 44 degrees 38 minutes 56 seconds East; 32) thence Southeasterly along said curve 71.69 feet to a point which bears South 14 degrees 13 minutes 28 seconds West from said radius point; 33) thence South 75 degrees 46 minutes 32 seconds East 87.98 feet; 34) thence North 52 degrees 25 minutes 32 seconds East 19.09 feet; 35) thence North 00 degrees 00 minutes 05 seconds East 139.39 feet; 36) thence North 44 degrees 59 minutes 55 seconds West 56.57 feet; 37) thence North 89 degrees 59 minutes 55 seconds West 224.46 feet to the West line of the East Half of the Southwest Quarter of said Section 8; 38) thence North 01 degrees 02 minutes 55 seconds West along said West line 45.01 feet to the Northwest corner of the East Half of the Southwest Quarter of said Section 8; thence North 89 degrees 59 minutes 55 seconds West along the North line of said Southwest Quarter 1327.79 feet to the POINT OF BEGINNING, containing 215.259 acres, more or less, less all public rights-of-way.

TOGETHER WITH THE FOLLOWING PARCEL 2:

Part of the South Half of Section 8 and part of the Northeast Quarter of Section 17, all in Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Southeast Quarter of said Section 8; thence North 89 degrees 54 minutes 45 seconds East (assumed bearing) along the North line of said Southeast Quarter 71.37 feet to the Northeast corner of The Bridgewater Club – Section D1 recorded as Instrument Number 200300110283, Plat Cabinet 3, Slide 273, in the Office of the Recorder of Hamilton County, Indiana (the following nine courses are along the Eastern and Southern boundaries of said The Bridgewater Club – Section D1); 1) thence South 00 degrees 05 minutes 15 seconds East 45.00 feet; 2) thence South 02 degrees 19 minutes 24 seconds East 199.83 feet to the POINT OF BEGINNING; 3) thence South 80 degrees 02 minutes 39 seconds West 152.05 feet; 4) thence North 84 degrees 36 minutes 52 seconds West 100.42 feet; 5) thence South 11 degrees 28 minutes 28 seconds East 103.88 feet; 6) thence South 29 degrees 43 minutes 26 seconds West 136.64 feet; 7) thence North 85 degrees 15 minutes 11 seconds West 237.51 feet; 8) thence South 82 degrees 43 minutes 51 seconds West 361.42 feet; 9) thence North 70 degrees 33 minutes 09 seconds West 278.42 feet to the Eastern boundary of The Bridgewater Club – Section E, recorded as Instrument Number 200300005874, Plat Cabinet 3, Slide 126, in said Recorder's Office

(the following twenty-one courses are along said Eastern boundary); 1) thence South 46 degrees 11 minutes 15 seconds West 107.53 feet to a tangent curve to the left having a radius of 270.00 feet, the radius point of which bears South 43 degrees 48 minutes 45 seconds East; 2) thence Southerly along said curve 416.15 feet to a point which bears South 47 degrees 52 minutes 43 seconds West from said radius point; 3) thence North 47 degrees 52 minutes 43 seconds East 110.15 feet; 4) thence South 87 degrees 23 minutes 25 seconds East 672.03 feet; 5) thence South 69 degrees 55 minutes 06 seconds East 209.28 feet; 6) thence South 66 degrees 45 minutes 11 seconds East 166.74 feet; 7) thence South 58 degrees 21 minutes 02 seconds East 128.84 feet; 8) thence South 48 degrees 27 minutes 12 seconds East 398.49 feet; 9) thence North 41 degrees 32 minutes 48 seconds East 150.00 feet; 10) thence North 88 degrees 02 minutes 02 seconds East 276.17 feet; 11) thence South 85 degrees 10 minutes 08 seconds East 173.33 feet; 12) thence South 00 degrees 00 minutes 00 seconds East 120.43 feet; 13) thence South 41 degrees 32 minutes 48 seconds West 353.64 feet; 14) thence South 27 degrees 39 minutes 03 seconds East 82.22 feet; 15) thence South 61 degrees 25 minutes 23 seconds West 170.00 feet to a non-tangent curve to the right having a radius of 530.00 feet, the radius point of which bears South 61 degrees 25 minutes 23 seconds West; 16) thence Southeasterly along said curve 218.50 feet to a point which bears North 85 degrees 02 minutes 39 seconds East from said radius point; 17) thence South 04 degrees 57 minutes 21 seconds East 185.67 feet to a tangent curve to the right having a radius of 330.00 feet, the radius point of which bears South 85 degrees 02 minutes 39 seconds West; 18) thence Southerly along said curve 28.18 feet to a point which bears North 89 degrees 56 minutes 13 seconds East from said radius point; 19) thence South 00 degrees 03 minutes 47 seconds East 505.69 feet; 20) thence South 45 degrees 03 minutes 47 seconds East 35.36 feet; 21) thence North 89 degrees 56 minutes 13 seconds East 322.43 feet to the Southwest corner of The Bridgewater Club – Section G1, recorded as Instrument Number 200300120466, Plat Cabinet 3, Slide 305, in said Recorder's Office (the following ten courses are along the Western and Northern boundaries of said The Bridgewater Club – Section G1); 1) thence North 00 degrees 03 minutes 47 seconds West 110.00 feet; 2) thence North 02 degrees 20 minutes 11 seconds East 157.98 feet; 3) thence North 00 degrees 58 minutes 30 seconds West 480.00 feet; 4) thence North 01 degrees 26 minutes 56 seconds East 91.26 feet; 5) thence North 06 degrees 41 minutes 49 seconds East 98.29 feet; 6) thence North 22 degrees 01 minutes 42 seconds East 97.83 feet; 7) thence North 29 degrees 51 minutes 44 seconds East 96.51 feet; 8) thence North 35 degrees 53 minutes 01 seconds East 142.09 feet; 9) thence North 81 degrees 47 minutes 29 seconds East 146.24 feet; 10) thence North 89 degrees 01 minutes 30 seconds East 50.00 feet to the East line of the West Half of the Southeast Quarter of said Section 8; thence North 00 degrees 58 minutes 30 seconds West along said East line 619.14 feet to the North line of land described in Instrument Number 99-42295, recorded in said Recorder's Office; thence South 89 degrees 54 minutes 45 seconds West along said North line and parallel with the North line of the Southeast Quarter of said Section 8 a distance of 680.00 feet to the West line of The Bridgewater Club – Section D2, recorded as Instrument Number 200300110282, in said Recorder's Office (the following seven courses are along said East line, the South line, and the Western boundary of said The Bridgewater Club – Section D2); 1) thence South 01 degrees 43 minutes 25 seconds East 40.56 feet; 2) thence South 88 degrees 36 minutes 23

seconds West 339.06 feet; 3) thence North 01 degrees 09 minutes 52 seconds West 132.54 feet; 4) thence North 14 degrees 15 minutes 56 seconds West 140.33 feet; 5) thence North 20 degrees 21 minutes 57 seconds West 138.12 feet; 6) thence North 43 degrees 47 minutes 21 seconds West 148.77 feet; 7) thence North 26 degrees 25 minutes 45 seconds West 120.75 feet to the POINT OF BEGINNING, containing 38.279 acres, more or less.

TOGETHER WITH THE FOLLOWING PARCEL 3

Part of the East Half of the Southeast Quarter of Section 8 and part of the Northeast Quarter of Section 17 all in Township 18 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Section 8; thence North 00 degrees 57 minutes 45 seconds West (assumed bearing) along the East line of said Southeast Quarter 331.28 feet to a point on the Eastern boundary of The Bridgewater Club - Section I1, as per plat thereof, recorded as Instrument Number 200500080371 in Plat Cabinet 3, Slide 782 in the Office of the Recorder of Hamilton County, Indiana (the following seven courses are along the Eastern, Northern and Western boundaries of said The Bridgewater Club - Section I1); 1) thence continuing North 00 degrees 57 minutes 45 seconds West along said East line 516.98 feet; 2) thence South 89 degrees 02 minutes 15 seconds West 719.94 feet; 3) thence North 00 degrees 57 minutes 45 seconds West 625.00 feet; 4) thence South 89 degrees 54 minutes 45 seconds West 605.24 feet to the West line of the East Half of said Southeast Quarter; 5) thence South 00 degrees 58 minutes 30 seconds East along said West line 1088.29 feet to the POINT OF BEGINNING; 6) thence North 89 degrees 52 minutes 22 seconds East 331.66 feet; 7) thence South 00 degrees 00 minutes 01 seconds East 373.24 feet to the Northern boundary of The Bridgewater Club – Section I2 North, as per plat thereof, recorded as Instrument Number 200400054401 in Plat Cabinet 3, Slide 458 in said Recorder’s Office (the following four courses are along said Northern boundary); 1) thence South 89 degrees 56 minutes 13 seconds West 158.33 feet to a tangent curve to the left having a radius of 330.00 feet, the radius point of which bears South 00 degrees 03 minutes 47 seconds East; 2) thence Southwesterly along said curve 93.25 feet to a point which bears North 16 degrees 15 minutes 12 seconds West from said radius point; 3) thence South 73 degrees 44 minutes 48 seconds West 44.18 feet to a tangent curve to the right having a radius of 270.00 feet, the radius point of which bears North 16 degrees 15 minutes 12 seconds West; 4) thence Westerly along said curve 76.30 feet to a point which bears South 00 degrees 03 minutes 47 seconds East from said radius point; thence South 89 degrees 56 minutes 13 seconds West along said Northern boundary and the Westerly extension thereof 126.39 feet to a point on the Southern boundary of The Bridgewater Club – Section G1, as per plat thereof, recorded as Instrument No. 200300120466 in Plat Cabinet 3, Slide 305 in said Recorder’s Office, said point being the intersection of the North right of way line of Golf Club Boulevard with the East right of way line of Hawks Way (the following three courses are along the Southern boundary of said The Bridgewater Club – Section G1); 1) thence North 45 degrees 03 minutes 47 seconds West 35.36 feet; 2) thence North 00 degrees 03 minutes 47 seconds West 5.00 feet; 3)

thence North 89 degrees 56 minutes 13 seconds East 194.23 feet to the West line of the East Half of the Northeast Quarter of said Section 17; thence North 00 degrees 56 minutes 59 seconds West along said West line 5.44 feet to the Southwest corner of the East Half of the Southeast Quarter of said Section 8; thence North 00 degrees 58 minutes 30 seconds West along the West line of said East Half 373.59 feet to the POINT OF BEGINNING, containing 2.989 acres, more or less.

TOGETHER WITH THE FOLLOWING PARCEL 4

Part of the East Half of the Southeast Quarter of Section 8, Township 18 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Section 8; thence North 00 degrees 57 minutes 45 seconds West (assumed bearing) along the East line of said Southeast Quarter 848.26 feet to the Northeast corner of The Bridgewater Club – Section 11, as per plat thereof, recorded as Instrument Number 200500080371 in Plat Cabinet 3, Slide 782 in the Office of the Recorder of Hamilton County, Indiana (the following three courses are along the Northern boundary of said The Bridgewater Club – Section 11); (1) thence South 89 degrees 02 minutes 15 seconds West 719.94 feet; (2) thence North 00 degrees 57 minutes 45 seconds West parallel with the East line of said Southeast Quarter 368.20 feet to the POINT OF BEGINNING; (3) thence continuing North 00 degrees 57 minutes 45 seconds West parallel with said East line 256.80 feet to the North line of land described in Instrument Number 200400084070, recorded in said Recorder's Office; thence North 89 degrees 54 minutes 45 seconds East along said North line and parallel with the North line of said Southeast Quarter 222.97 feet to the Northeastern boundary thereof; thence South 00 degrees 57 minutes 45 seconds East along said Northeastern boundary and parallel with the East line of said Southeast Quarter 200.00 feet; thence South 89 degrees 02 minutes 15 seconds West 59.88 feet; thence South 00 degrees 57 minutes 45 seconds East parallel with the East line of said Southeast Quarter 53.40 feet; thence South 89 degrees 02 minutes 15 seconds West 163.07 feet to the POINT OF BEGINNING, containing 1.232 acres, more or less.

TOGETHER WITH THE FOLLOWING PARCEL 5

All real estate identified as Block "B" and Block "C" on the Secondary Plat, Bridgewater Parks, recorded with the Recorder of Hamilton County on the 21st day of November, 2016 as instrument number 2016061657, P.C. 5, Slide 595.

"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, and should be returned to, P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216.
Tele: (317) 536-2565.