

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF PRAIRIE GREEN SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions of Prairie Green Subdivision ("Declaration"), is made on December 31, 2009, by P.G. Development, LLC, an Indiana limited liability company ("Declarant").

2005002298

BACKGROUND FACTS: # 2005002757

(A) Declarant is the owner of the real estate in Monroe County, Indiana, which is described on **Exhibit "A"** which is attached to this instrument ("Real Estate").

(B) Declarant desires to develop the Real Estate as a single-family residential community of the highest quality which shall be known as Prairie Green Subdivision ("Prairie Green").

(C) In furtherance of Declarant's development plan, Prairie Green will include a private street, a public roadway consisting of a portion of State Road 45, landscaped buffer areas, open spaces, walking trails, and other common areas and amenities for the benefit of the Owners of the Lots and Residences in Prairie Green.

(D) Declarant desires to provide for the preservation and enhancement of the values and amenities in Prairie Green and the Lots, Residences, and Common Areas and, to this end, Declarant desires to subject the Real Estate to certain rights, privileges, covenants, restrictions, easements, assessments, charges, and liens for the benefit of the Real Estate and each Owner of all or part of it.

(E) For the efficient preservation of the values and amenities in Prairie Green, Declarant deems it desirable to create an agency to which shall be delegated and assigned the powers of owning the Common Areas and which shall maintain and administer them by collecting and disbursing the Assessments and other charges

imposed on the Owners, and by promoting the health, safety, and welfare of the Owners of the Lots and Residences.

(F) Declarant has caused, or will cause, to be incorporated under the laws of the State of Indiana a not-for-profit corporation as such agency for the purpose of exercising such functions.

THE PROVISIONS:

NOW, THEREFORE, Declarant declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved, and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges, and liens described in this instrument, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Real Estate as a whole and of each of the Lots and Residences located within Prairie Green.

ARTICLE 1

Definitions

Section 1.1. Definitions. The following words and terms, when used in this Declaration or in any supplement or amendment to this Declaration, unless the context clearly requires otherwise, shall have the following meanings:

“Act” means and refers to the Indiana Not-For-Profit Corporation Act of 1971, as amended.

“Articles” means and refers to the association of co-owners’ Articles of Incorporation, as amended from time to time.

"Association" means and refers to the association of co-owners which Declarant has caused, or will cause, to be incorporated in the State of Indiana, its successors and assigns;

"Board" or "Board of Directors" means and refers to the governing body of the Association which is elected, selected, or appointed as provided for in the Articles, Bylaws, and this Declaration.

"Building" means and refers to all structures erected on the Real Estate by or for an Owner including Residences, garages, outbuildings, or enclosed structures of any kind.

"Building Setback Areas" mean and refer to those areas depicted on the Plat in which no Building or any part of it may be erected or maintained.

"Bylaws" means and refers to the Code of Bylaws of the Association, as amended from time to time.

"Committee" means and refers to the "Prairie Green Architectural Control Committee" which is established by this Declaration.

"Common Area" means and refers to those areas of Prairie Green that are conveyed to and owned by the Association including, but not limited to the private street as constructed by Declarant together with any other portions of the Real Estate which are designated as Common Areas on the Plat.

"Common Expense" means and refers to expenses of administration of the Association; expenses for the upkeep, maintenance, repair, and replacement of the Common Area; all sums lawfully assessed against the Owners by the Association; and all sums, costs and expenses declared by this Declaration to be Common Expenses.

"Community Areas" mean and refer to the Common Areas and those other portions of the Real Estate which benefit Prairie Green and the Owners including,

but not limited to: the street, landscaping, footpaths, easements, conservancy areas, amenities, and such improvements (including signs) located, installed, or established in, to, on, under, across, or through the Real Estate, whether located, installed, or established entirely or partially on Lots or portions of the Real Estate which are not Lots, or both.

“Conservancy Sinkhole Areas” means and refers to those parts of a Lot which are identified and depicted on the Plat where, except for the initial construction of the storm water drainage system and the initial construction of the storm water detention areas, future or additional development is prohibited.

“Declarant” means and refers to P.G. Development, LLC, an Indiana limited liability company, its successors and assigns.

“Development Period” means and refers to the time from the execution of this Declaration by Declarant until the first to occur of: (i) the date when Declarant transfers control of the Association to the Owners; or, (ii) the date Declarant sells all Lots; or, (iii) December 31, 2015;

“Drainage Easements” means those areas identified and depicted on the Plat which are created to provide storm water detention, paths, and courses for area and local storm drainage, either over land or in underground conduits to serve the needs of Prairie Green, the adjoining ground, or the public drainage system.

“Easements” means and refers, collectively, to the various utility and other types of easements as shown on the Plat.

“Fifty-foot (50') Ingress/egress Easement” means and refers to the fifty-foot wide strip of land, the centerline of which is the common east-west lot line between Lots 8 and 9 as shown on the Plat which may constitute a future right-of-way connecting the real estate lying west of Prairie Green with Prairie Green Court.

"Initial Board" means and refers to the initial members of the Board of Directors appointed by the Declarant as provided in this Declaration.

"Landscape Easement" means and refers to those areas identified and depicted on the Plat which shall be maintained by the Association as a Common Expense and which shall include but not be limited to the areas containing the perimeter berm along State Road 45; the planters and landscaped areas along Prairie Green Court; the constructed entryway at the intersection of Prairie Green Court and State Road 45; the permanent signage at the entrance to Prairie Green at State Road 45; and all other landscaped areas initially constructed by Declarant.

"Landscape, Drainage and Maintenance Easement" means and refers to that area identified and depicted on the Plat and located on Lot 5 including, but not limited to, the Pond, dam, and spillway.

"Lot" means and refers to any and each portion of the Real Estate (excluding any part of the Common Areas) designed and intended for use as a building site for, or developed and improved for use as, a Residence (which shall be deemed to include any other buildings or improvements appurtenant to such Residence), as designated by Declarant by its deed of the same to another Person and which is shown upon, and identified as a Lot on any Plat of the Real Estate or any part of such Lot.

"Mortgagee" means and refers to the holder of a recorded first mortgage lien on a Lot or Residence.

"Owner" means and refers to: (1) Declarant, as to each Lot owned by it and depicted on the Plat of which it is the owner of record; and (2) the record owner, other than Declarant, whether one or more Persons, of the fee simple title to any Lot. However, the term "Owner" shall not include or mean or refer to a Mortgagee or tenant unless and until such Mortgagee or tenant has acquired record fee simple title to any Lot. But, upon so acquiring title to any Lot a Mortgagee or tenant shall become an Owner.

"Person" means and refers to an individual, firm, corporation, partnership, association, trust, limited liability company, or other legal entity, or any combination.

"Plat" means and refers to the recorded subdivision plat for Prairie Green as recorded in the office of the Recorder of Monroe County, Indiana, as it may be supplemented or amended.

"Pond" means and refers to that area identified and depicted on Lot 5 as shown on the Plat.

"Prairie Green Community" means and refers to all of the Real Estate and all Residences, Buildings, Community Areas, and other improvements of every kind and nature, now or subsequently located upon the Real Estate.

"Prairie Green Court" means and refers to the private street or road depicted on the Plat and is also known as "North Prairie Green Court."

"Residence" means and refers to any Building or portion of it located in Prairie Green designed and intended for use and occupancy as a residence by one (1) single family.

"Restrictions" means and refers to the agreements, conditions, covenants, restrictions, easements, assessments, charges, liens, and all other provisions set forth in this Declaration, as amended from time to time.

"Utility" means and refers to all public utility companies including but not limited to water, sewer, electric, telephone, cable television, and other utilities regulated by a governmental entity and which provides service to the general public.

"Utility Easements" means and refers to those areas identified and depicted on the Plat which have been created to provide areas for the

installation, maintenance, repair, and replacement of transmission lines, mains, pipes conduits, cables, transformers, and other utility service devices, either over land or in underground conduits, to serve the needs of Prairie Green.

"Vehicle" means and refers to motor homes, boats, trailers, campers, motorcycles, scooters, trucks, vans ,tractors, tractor trailers, buses, automobiles, and any other motorized apparatus for the transportation of Persons.

"Walking Path Easement" means and refers to the permanent, non-exclusive easement in favor of the Owners as depicted on the Plat which was created for the purpose of constructing and improving a footpath inside the perimeter of the Real Estate as depicted on the Plat. This Walking Path Easement area may not be used, landscaped, maintained, or occupied by anyone, including the Owners of the Lots over which it exists, for any purpose that interferes with the purpose of such Walking Path Easement.

Section 1.2. Other Terms. Other terms and words defined elsewhere in this Declaration shall have the meanings the Declaration attributes to them.

ARTICLE 2

Declaration, Community Areas, and Rights

Section 2.1. Declaration. Declarant expressly declares that the Prairie Green Real Estate, including the Lots, Residences, and Community Areas, shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the terms of this Declaration, including the Restrictions, exclusively for the use and benefit of the Prairie Green Real Estate, the Association, and of every Owner who now or in the future owns any Lot or Residence. The Owners of any Lot or Residence subject to this Declaration, and all other Persons: (i) by acceptance of a deed from Declarant conveying title to it, or the execution of a contract for the purchase of it, whether from Declarant or a subsequent Owner; or, (ii) by the act of occupancy of any Residence, shall conclusively be deemed to have accepted such deed, executed such contract, and undertaken such occupancy subject to each Restriction and agreement contained in this

Declaration. By acceptance of such deed, or execution of such contract, or undertaking such occupancy, each Owner and all other Persons acknowledge the rights and powers of Declarant, the Committee, and the Association with respect to the Prairie Green Real Estate, Common Areas, Community Areas, Lots, and Residences, and also, for itself, its heirs, personal representatives, successors, and assigns, covenant, agree, and consent to and with Declarant, the Committee, Association, and Owners and subsequent Owners of each of the Lots or Residences affected by this Declaration to keep, observe, comply with, and perform all the terms of this Declaration and to abide by all of the Restrictions. The provisions of this Declaration shall: (i) run with the land and shall be binding upon Declarant, Owners, and all Persons having or acquiring any right, title, or interest, legal or equitable, in and to any Lot, Residence, or any portion of the Real Estate; and, (ii) inure to the benefit of Declarant's successor in title to all or any portion of the Real Estate.

Section 2.2. Easements to Owners. Declarant grants, subject to all of the Restrictions of this Declaration, a non-exclusive easement in favor of each Owner as follows:

Section 2.2.1. Prairie Green Court. An easement is granted for purposes of ingress and egress by Vehicles along the street depicted on the Plat as Prairie Green Court. In addition to Owners, Vehicles of their tenants, invitees, and guests, all public and quasi-public Vehicles, including but not limited to, police, fire and other emergency Vehicles, trash and garbage collection Vehicles, postal service Vehicles, and privately owned delivery Vehicles shall have the right to enter upon and use this street for ingress to, egress from, and access between the Residences and State Road 45 or any other adjacent public road established in the future, but only while in the performance of their duties. Prairie Green Court is a private street and will continue to be so unless and until it is dedicated to public use and accepted by the appropriate local government by proper legal action.

Section 2.2.2. Easement over Walking Path. An easement is granted for purposes of ingress and egress by Persons traveling on foot

along the paths constructed within the Walking Path Easement as depicted on the Plat.

Section 2.2.3. Easements to Utility Service Providers and Governmental Units. Subject to all of the Restrictions and within the confines of the Utility Easements depicted on the Plat, a non-exclusive easement in favor of each of the Utilities for the purpose of installation, maintenance, repair, and replacement of water, sewer, power, cable television and telephone lines, pipes, mains, conduits, transformers, and other appropriate devices. Within these Utility Easements, no Buildings, structures, or other items shall be erected, placed, installed, or allowed to remain by any Owner which may damage or interfere with the use, installation, and maintenance of the Utilities. Any Building, structure, improvement, plant, tree, or other vegetation located within the Utility Easements may be removed or relocated by the Utilities without liability for damages to the Owner; however, if the Utility company, in exercising its rights, damages or destroys any legally existing vegetation, landscaping, or improvements belonging to an Owner or the Association, the Utility shall be liable, at the Utility's sole expense, to the Owner or the Association for the reasonable cost of restoring the vegetation, landscaping, or improvement to its original condition.

Section 2.2.4. Lot 5. The Owner and all tenants, invitees, and guests of Lot 5 will have the exclusive right to use the Pond provided that such use does not substantially interfere with its existence as a pond and water habitat area.

Section 2.2.5. Lots 8 and 9. The Owners and all tenants, invitees, and guests of Lots 8 and 9 will have the exclusive right to use the Fifty-foot (50') Ingress/egress Easement on their respective Lots provided that such use does not interfere with its intended purpose. No buildings, improvements, or vegetation of any substantial nature may be erected within the area constituting this easement.

ARTICLE 3

Obligation of Declarant as to Community Areas

Section 3.1. Construction and Conveyance of Street. Declarant has constructed, or will construct, the street to be known as Prairie Green Court at the approximate location shown on the Plat. Declarant shall convey Prairie Green Court to the Association, free and clear of all liens and encumbrances except the lien of current real estate taxes and assessments, legal highways and rights-of-way, all easements, covenants, conditions, restrictions, and other matters of record, the Restrictions, and any other rights, interests and easements referred to in the Plat or this Declaration.

Section 3.2. Agreement to Construct Other Community Areas. Declarant has constructed or provided for Community Areas consisting of the following items:

A storm drainage system within any Drainage Easement (including the Landscape, Drainage and Maintenance Easement) depicted on the Plat;

Mounds, landscaping, and other screening material within any Landscape Easement depicted on the Plat, of including, without limitation, fences, walls, mailboxes, lighting, street signs, and directories.

A footpath or other pedestrian pathway within any Walking Path Easement depicted on the Plat.

Section 3.3. Expenses of Maintaining, Repairing, and Replacing Community Areas Located Upon an Owner's Lot. Upon final construction or provision of the Community Areas, if the Community Area is located entirely or partially on any one or more of the Lots, the Association shall assume the responsibility of the maintenance, replacement, and repair of all improvements constructed by the Declarant in the Community Areas, including the Landscape, Drainage and Maintenance Easement.

Section 3.4. Owner's Title Subject to all Easements. As to any Community Area located entirely or partially on any one or more of the Lots, the Owners of such Lots shall take and hold title subject to the applicable easements for the maintenance, repair, and replacement of such improvements as Community Areas and to a right and easement in favor of Declarant and the Association for access.

ARTICLE 4

Association, Membership, Voting, Functions

Section 4.1. Membership in Association. Each Owner, including Declarant, of a Lot shall automatically become a member of the Association and remain a member until ceasing to be an Owner, at which time the Owner's membership in the Association shall automatically terminate and be transferred to the new Owner of the Lot. Any Person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a member until and unless the Person realizes upon the security, at which time the Person shall automatically become an Owner and a member.

Section 4.2. Voting Rights. Each Association member shall be entitled to one vote for each Lot owned with respect to each matter submitted to a vote of members. When more than one Person constitutes the Owner of a particular Lot, all such Persons shall be members of the Association but shall have only one vote for such Lot. The vote shall be exercised as the Persons determine, but not more than one vote may be cast with respect to any Lot.

Section 4.3. Irrevocable Proxy to Declarant. By acceptance of a deed to a Lot or by acquisition of any interest in a Residence, each Owner shall be deemed to have appointed Declarant as such Owner's agent, attorney-in-fact, and proxy, which shall be deemed coupled with an interest and irrevocable until the last day of the Development Period, to exercise all of the Owner's right to vote, and to vote as Declarant determines, on all matters to which members of the Association are entitled to vote under the Declaration, Articles, Bylaws, Act, or otherwise. This appointment of Declarant as the Owner's agent, attorney-in-fact, and proxy shall not be affected by the incompetence of

the Owner granting it. Prior to the last day of the Development Period, the members of the Association, acting through Declarant as their proxy, may act by unanimous consent and no formal meeting shall be required.

Section 4.4. Function. The Association has been (or will be) formed for the purpose of providing for the ownership of the Common Areas and for the maintenance, repair, replacement, administration, and operation of the Community Areas, to pay taxes assessed against and payable with respect to the Common Areas, to pay any other necessary expenses and costs in connection with the Community Areas, and to perform such other functions as may be designated for it to perform under this Declaration or under the Plat.

Section 4.5. Right of Board to Adopt Rules and Regulations. The Board may promulgate reasonable rules and regulations regarding the operation of the Association or the Community Areas as it deems necessary. Such rules may be amended by vote of a majority of the Board and the Board shall cause copies of such amended rules and regulations to be delivered and mailed promptly to the Owners. However, no failure of the Board to provide notice to all Owners shall invalidate any rule or regulation except the rule or regulation may not be enforced against any Owner who did not receive notice of the amendment.

Section 4.6. Management. The business and affairs of the Association shall be governed and managed by the Board. Only a person deemed to be an Owner or a person appointed by Declarant, as provided in this Declaration, shall be eligible to serve as a member of the Board.

Section 4.7. Initial Board of Directors. The initial Board ("Initial Board") shall consist of the persons designated or to be designated by Declarant in the Articles. Regardless of anything to the contrary contained in, or any other provisions of, this Declaration, the Articles, Bylaws, or the Act (a) the Initial Board shall hold office until the first meeting of the members of the Association occurring on or after the last day of the Development Period, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason prior to the last day of the Development Period, every such vacancy shall be filled by a person appointed by Declarant. Subsequently, such

appointee shall be deemed a member of the Initial Board. Each Person serving on the Initial Board, whether as an original member or as appointed by Declarant to fill a vacancy, shall be deemed a member of the Association and an Owner solely for the purpose of qualifying to act as a member of the Board.

Section 4.8. Non-Liability of Directors and Officers. The directors and officers of the Association shall not be liable to the Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities, except for their own individual willful misconduct, bad faith, or gross negligence. The Association shall indemnify and hold harmless and defend each of the directors and officers against any and all liability to any person, firm, or entity arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the directors and officers shall have no personal liability with respect to any contract made by them on behalf of the Association.

Section 4.9. Additional Indemnity of Directors and Officers. The Association shall indemnify, hold harmless, and defend any Person, including the Person's heirs, assigns, and legal representatives made a party to any action, suit, or proceeding by reason of the fact that the Person is or was a director or officer of the corporation, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit, or proceeding, or in connection with any appeal, except as otherwise specifically provided in relation to matters as to which it shall be adjudged in such action, suit, or proceeding that such director or officer is liable for gross negligence or misconduct in the performance of the duties. The Association shall also reimburse to any such director or officer the reasonable cost of settlement of or judgment rendered in any action, suit, or proceeding, if it shall be found by a majority vote of the Owners that such director or officer was not guilty of gross negligence or gross misconduct. In making such findings and regardless of the adjudication in any action, lawsuit, or proceeding against a director or officer, no director or officer shall be considered or deemed to be guilty of or liable for negligence or gross misconduct in the performance of his duties where, acting in good faith, such director or officer relied on the books and records of the Association or statements or advice made by or prepared by the managing agent (if any) or any other officer or employee of it, or any accountant, attorney, or other person, firm, or corporation

employed by the Association to render advice or service unless such director or officer had actual knowledge of the falsity or incorrectness. Nor shall a director or officer be deemed guilty of or liable for negligence or misconduct because of failure or neglect to attend a one or more meetings of the Board.

Section 4.10. Bond. The Board may provide surety bonds and may require the managing agent (if any), the treasurer of the Association, and such other officers as the Board deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board. Any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense.

Section 4.11. Initial Management. Regardless of anything to the contrary contained in this Declaration, Declarant reserves to itself, the exclusive right to manage or designate a managing agent for the Real Estate and Community Areas and to perform all the functions of the Association until the last day of the Development Period. Declarant may engage the services of a managing agent affiliated with it to perform such functions. In either case, Declarant or the managing agent shall be entitled to reasonable compensation for its services.

ARTICLE 5

Assessments

Regular and special assessments of the Association shall be determined and collected as follows:

Section 5.1. Annual Accounting. Annually, after the close of each calendar year and prior to the date of the Association annual meeting, the Board shall cause to be prepared and shall mail or deliver to each Owner a financial statement, which statement shall show all receipts and expenses received, incurred, or paid by the Association during the preceding calendar year.

Section 5.2. Proposed Annual Budget. Annually, prior to the date of the annual meeting of the Association, the Board shall cause to be prepared a proposed annual budget estimating the total Common Expenses for the ensuing calendar year and shall furnish a copy of such proposed budget to each Owner prior to the date of the Association annual meeting. The proposed annual budget shall be submitted to the Owners at the Association annual meeting for adoption and, if a quorum of the Owners is present, the proposed budget may be approved in whole or in part, or may be amended in whole or in part by a majority of the Owners present or represented at the meeting. The annual meeting of the Owners shall not be adjourned until an annual budget is approved. The final budget adopted by the Owners at the annual meeting shall be the basis for the Regular Assessments (defined below) for the ensuing calendar year. Each Lot shall bear an amount that is equal to the Owner's pro-rata share of the Common Expenses determined by dividing the total annual budget by the total number of Lots on the Plat. Any unused Regular Assessment paid by the Owners shall reduce the Regular Assessments of all the Owners for the succeeding year as provided elsewhere in this Declaration. The failure or delay of the Board to prepare a proposed annual budget and to furnish a copy to the Owners shall not constitute a waiver or release of the Owner to pay the Common Expenses. Prior to the expiration of the Development Period, Declarant shall provide each Owner with the proposed annual budget for the Common Expenses but may otherwise vote at any annual meeting of the Owners by consent without the necessity of holding a formal meeting.

Section 5.3. Regular Assessments. Regular Assessments against each Lot shall be paid in twelve (12) monthly installments beginning on the first day of January and on the first day of each subsequent month following adoption of the budget. Payment of the Regular Assessment shall be made to the Board or as otherwise directed by the Board. However, any Owner may elect to pay Regular Assessments in advance. The Regular Assessment for each year shall become a lien on each Lot and the improvements on it as of the date of the adoption of the annual budget. The initial Regular Assessment will equal One Hundred Fifty United States Dollars (US\$150.00) per month. Regardless of any other provision to the contrary, Declarant agrees that the Regular Assessment will not increase by more than ten percent (10%) per calendar year during the Development Period.

Section 5.4. Payments on the Initial Sale of Each Lot. Upon the initial sale of each Lot, the Owner shall pay: (i) the pro-rated Regular and Special Assessments for the year of closing beginning with the month (and for the full month) in which closing occurs; and, (ii) a non-refundable one-time payment of One Hundred Fifty United States Dollars (US\$150.00) which shall be deposited to the Association bank account and which shall be permanently retained by the Association to meet the initial working capital needs of the Association.

Section 5.5. Special Assessments. No Special Assessments shall be levied without the assent of two-thirds (2/3) of the Owners at a meeting duly called for this purpose. Subject to the Regular Assessment as described above, each Owner shall pay to the Association a Special Assessment on or before the due dates established by the Board.

Section 5.6. Adjustments. If the approved budget and Regular Assessments plus the reserves and working capital of the Association are insufficient to meet the Association's actual expenses in any year, such deficiencies may be corrected through one or more Special Assessments. If the approved Regular Assessments exceed actual expenses in any year, the surplus shall be retained and used to offset Common Expenses in the next year.

Section 5.7. Temporary Budget and Assessments. If for any reason an annual budget and the Regular Assessments for any year have not been determined as of January 1 of any year, the budget and Regular Assessments in effect during the preceding year shall continue in effect until the annual budget and assessments are determined in accordance with the Declaration and the Bylaws. However, the preceding budget and Regular Assessments may be increased by up to fifteen percent (15%) as the Board, by majority vote, may deem necessary, except for the limitation on Regular Assessment increases during the Development Period.

Section 5.8. Reserve Funds. The Association shall be obligated to establish a reserve fund for the repair of the Common Area based upon good faith estimates of its useful life and replacement cost. The reserve fund shall be funded through the

payments by the Owners of Common Expenses subject to Regular Assessments and not by an extraordinary or Special Assessment. Extraordinary expenditures not originally included in the annual estimate that become necessary during the year shall be charged first against the reserve fund so established before any Special Assessment is made or levied for such expenditures. In addition to the reserve fund, an operating fund shall be established and maintained by the Association. All amounts held by the Association pursuant to this Section shall be maintained in a separate federally-insured account. Any interest on it shall be added to and deemed a part of such fund.

Section 5.9. Status of Funds Collected by Association. All funds collected pursuant to this Article shall be held and expended by the Association solely for the purposes designated and, except for such adjustments as may be required to reflect delinquent or prepaid Regular or Special Assessments, shall be deemed to be held for the use, benefit, and account of the Owners for the payment of Common Expenses.

Section 5.10. Accounting Practices of the Association. The annual budget, the Regular Assessment, and all sums assessed by the Association shall be established by using generally accepted accounting principles. The annual budget and the Regular Assessment shall, in addition, include a replacement reserve fund for capital expenditures and replacement and repair of the Community Area to the extent such capital expenditures and replacement and repair is the obligation of the Association. The replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Community Area. Such replacement reserve fund for capital expenditures and repair of the Community Area shall be maintained by the Association in a separate interest-bearing account or accounts with one or more financial institutions authorized to conduct business in Monroe County, Indiana, selected from time to time by the Board.

Section 5.11. Collection of Assessments. Each Assessment shall be due and payable on the due date specified in the Declaration or in the Bylaws. If not specified, the due date will be determined by the Board. Any Regular or Special Assessment which is not paid in full by the Delinquency Date shall be deemed delinquent without further notice or demand to the defaulting Owner and shall bear interest on the unpaid balance thereof from the Delinquency Date until fully paid at an interest rate of eighteen

percent (18%) per annum. If any costs or expenses, including attorney's fees, are incurred by or on behalf of the Association for recovery or collection of any delinquent Assessment, all such costs and fees shall be due and payable immediately by such delinquent Owner and shall bear interest from the date incurred until paid in full at an interest rate of eighteen percent (18%) per annum. All interest and costs and expenses payable for a delinquent Assessment shall be added to and deemed a part of such delinquent Assessment and shall constitute a lien on the delinquent Owner's Lot and improvements on it as of the date on which such delinquent Assessment first became a lien. To enforce payment, the lien may be foreclosed in a court of proper jurisdiction and/or by other appropriate legal proceedings in accordance with the laws of the State of Indiana. The Owner and any occupant of the Lot and/or Residence shall be jointly and severally liable for the payment to the Association of reasonable rental for such Lot and/or Residence. In addition, the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Residence and to collect the rentals and other profits for the benefit of the Association and to be applied to the unpaid Regular Assessments or Special Assessments. The Board may at its option, bring suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing any sum due.

Section 5.12. Subordination of Assessment Lien to Mortgage. Regardless of anything contained in the Declaration, Articles, or Bylaws, any sale or transfer of a Lot to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu of foreclosure or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosure shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installment which became due prior to such sale, transfer, or conveyance. However, the extinguishment of such lien cannot relieve the prior Owner from personal liability for it.

Section 5.13. Notice of Assessments. Upon one day's written or verbal notice to the Association, the Association shall deliver to any Owner, Mortgagee, prospective Mortgagee, title insurance company, purchaser, or other prospective transferee of a Lot, a written statement setting forth the amount of all unpaid Assessments, if any, with respect to the Lot, together with the amount of the current assessments for Common Expenses and the date such Assessments become due and payable. Any such written

statement shall be binding upon the Association in favor of any person relying on it in good faith.

ARTICLE 6

Real Estate Taxes, Utilities

Section 6.1. Real Estate Taxes. Real estate taxes on each Lot and on any Residence or other improvement on each Lot, including all portions of the Lots encumbered by Easements, are to be separately assessed and taxed to each Owner and shall be paid by the Owner. Any real estate taxes or other assessments against the Common Areas shall be paid by the Association as a Common Expense.

Section 6.2. Utilities. Each Owner shall pay for the utilities serving such Owner's Lot and improvements which, to the extent possible, shall be separately metered to each Lot. Utilities which are not separately metered to an Owner's Residence shall be treated as and paid as a Common Expense, unless otherwise determined by the Association.

ARTICLE 7

Maintenance, Repairs and Replacements

Section 7.1. By Owners. Each Owner shall, at such Owner's expense, be responsible for, and promptly perform, all maintenance, repairs, decoration, and replacement of such Owner's Residence, both interior and exterior. In addition, each Owner shall furnish and be responsible for the maintenance of all portions of such Owner's Lot, except for the areas located within any Landscape Maintenance Easement; the Landscape, Drainage and Maintenance Easement; and the Walking Path Easement which are part of an Owner's Lot. Each Lot Owner shall maintain and keep in good repair all fixtures and equipment installed within or as part of a Residence, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Owner's Lot. Each Owner shall promptly perform all maintenance and repair of such Owner's Lot and Residence which, if neglected, might adversely affect any other

Lot or Residence or any part of the Community Areas. Such maintenance and repairs include but are not limited to internal water lines, plumbing, electric lines, gas lines, appliances, and all other fixtures, equipment, and accessories belonging to the Owner and a part of or appurtenant to such Residence or Lot.

Section 7.2. By the Association. Maintenance, repairs, replacements, and upkeep of the Common Area shall be furnished by the Association. The cost shall constitute a part of the Common Expenses. In addition to the maintenance of the Common Area, the Association, as a part of the Common Expenses, shall provide for maintenance for the following items, which shall be considered part of the Community Areas for purposes of maintenance only:

Any Landscape Maintenance Easement areas, including those portions of the Real Estate, whether or not part of any Lots, which are located outside any perimeter fencing originally installed by Declarant as part of the perimeter treatment of the Real Estate, but only to the extent that they are not maintained by or the responsibility of a public authority. However, the Association shall have no obligation to maintain any public street, road, or highway located within any public right-of-way on or abutting the Real Estate.

Any Drainage Easement depicted on the Plat whether or not located on a Lot.

The Landscape, Drainage and Maintenance Easement depicted on Lot 5 on the Plat.

Section 7.3. Owner's Responsibility for Damage to Community Areas. Regardless of any obligation or duty of the Association to repair or maintain any of the actual or deemed Community Areas, if, due to the willful, intentional, or negligent acts or omissions of an Owner or family member, guest, tenant, invitee, or other occupant or visitor of such Owner, damage shall be caused to the actual or deemed Community Areas, or if maintenance, repairs, or replacements shall be required which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the

Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing the damage shall be added to and become a part of the assessment to which such Owner's Lot is subject.

Section 7.4. Access by the Community Association. The authorized representatives of the Association, the Board, and the managing agent for the Association (if any) shall be entitled to reasonable access to any Lot required in connection with maintenance, repair, or replacement of or to the actual or deemed Community Areas for purposes of maintenance.

ARTICLE 8

Architectural Control Committee and Procedure for Plan Approval

Section 8.1. Committee Purpose and Powers. The Committee is charged with the responsibility of preserving and enhancing the values of properties subject to the Restrictions and of maintaining a harmonious relationship among Residences, the natural vegetation and topography of the Lots. For these purposes, the Committee has the right to promulgate and enforce rules, regulations, and guidelines to regulate the exterior design, appearance, use, location, and maintenance of the land and improvements on it, subject to the Restrictions. To satisfy this responsibility, the Committee has the right to approve or disapprove plans and specifications for all proposed construction of Residences or other Buildings on any Lot subject to these Restrictions and to approve or disapprove plans and specifications for all remodeling, renovating, or improving the exterior of any Residence or Lot subject to these Restrictions.

Section 8.2. Membership of the Committee During the Development Period, the Declarant shall be the sole Member of the Committee. Upon the expiration of the Development Period, the Owners shall elect a representative to serve on the Committee along with the Declarant. Except for the Declarant, each member of the Committee shall: (i) be qualified to serve on the Committee by virtue of being a designer, architect, builder, or engineer; and, (ii) be elected by a majority vote of the Owners of the Lots. All

Committee actions shall be by majority vote of the members of the Committee present at any duly called meeting.

Section 8.3. Plans and Specifications to be Submitted. To properly review proposed construction, renovation, or remodeling, the Committee has established the following minimum specifications.

All plans and specifications must be submitted for approval in duplicate.

All plans, drawings, and blueprints of proposed Residences, additions or other improvements to a Residence or upon a Lot are to be of professional quality and drawn to a scale of not less than 1/4-inch = 1-foot. All plot plans shall be drawn to a scale of not less than 1-inch = 30-feet.

The following drawings shall be considered the minimum for approval study by the Committee:

A Site Plan which includes a complete topographic study showing the location of all trees, proposed structures, drives, utility services, terraces, and all landscape details (including size and type of all plantings).

A Residence Plan including, but not limited to, foundation plans, floor plans, exterior elevations, electrical drawings, and complete specifications for all materials to be used on the exterior of the Residence and any other improvements. The following plans are to be submitted for each element of construction: front elevation, rear elevation, side elevations, floor plan of each floor, and a foundation plan.

Specifications of or for all Residences showing all exterior building materials.

Section 8.4. Method of Approval or Disapproval. The Committee shall review plans and specifications submitted to it. Upon approving a set of plans and

specifications, the Committee shall endorse both sets of plans and specifications
"Approved, Prairie Green Architectural Control Committee, By _____
Date _____ and keep
one set of plans and specifications for its files. The second set of plans and
specifications bearing such approval will be returned to the Owner. If the Committee
disapproves the Owner's plans and specifications, written notice of such fact shall be
given to the Owner and the notice of disapproval shall specify the reason or reasons for
such disapproval.

ARTICLE 9

Residential Construction Provisions

Section 9.1. Necessity for Construction Guidelines. Declarant believes that it is important for the Residences to reflect the overall quality of the development. To create and maintain a high quality residential development, construction criteria have been established by the Committee. The guidelines adopted by the Committee shall, at a minimum, provide that an Owner wishing to construct a Residence shall provide guidance to Owners or potential Owners in preparing and submitting plans and specifications to the Committee for its consideration. These guidelines may be changed, modified, and amended by the Committee at any time in accordance with procedures set forth in these Restrictions. No new construction or improvement to an existing structure may be initiated without the prior written approval of the committee.

Section 9.2. General Requirements for All Construction. General construction requirements are set forth below.

Section 9.2.1. New Construction. All new construction shall be commenced within two (2) years of the purchase of a Lot within Prairie Green by an Owner.

Section 9.2.2. Square Footage. All sections or areas for single-family residences have minimum square footage requirements which will be specified by Declarant upon request.

Section 9.2.3. Tree Preservation. No tree outside of the building, driveway, and parking areas of a Lot shall be removed without the prior written approval of the Committee. Such approval shall be granted only upon proof of unusual hardship in the practical utilization of the Lot. The removal or destruction of any tree without the consent of the Committee shall result in liability of the Owner of such Lot to replace each tree with trees of like kind, quality, and size.

Section 9.2.4. Colors and Materials of Homes. Materials used on the exterior of Residences and improvements are subject to the approval of the Committee. All exterior colors are, generally, to be subdued earth tones and compatible with other Residences.

Section 9.2.5. Erosion Control and Tree Protection Measures. During periods of construction of a Residence or other improvements on a Lot, the builder shall provide adequate physical barriers such as straw bales or snow fencing in order to protect trees from damage by construction equipment and related activities. In addition, builders shall be required to exercise erosion control measures in full compliance with all applicable governmental laws and ordinances and, in addition, shall take any additional measures or precautions to prevent silt transportation to the main drainage ways. The Owner of a Lot shall be responsible for the performance of all requirements of these guidelines by builders and contractors employed or engaged by or through such Owner.

Section 9.2.6. Sanitary Sewage Disposal Systems. Septic systems must be installed on each Lot in compliance with all applicable governmental laws and regulations. Each Residence shall have a mechanical device for grinding and disposing of garbage and food waste in the kitchen which shall discharge to the septic system.

Section 9.2.7. Storm Water Drainage. To aid in the efficient operation of the storm water drainage system, all water discharged from

Residences or other improvements on any Lot, including but not limited to, water discharged from or through roofs, downspouts, sump pumps, gravity drains, water treatment and geothermal devices, patios, pool decks, and tennis courts, shall be directed and controlled so that such water discharges to the applicable Drainage Easements at locations which shall be approved by the Committee.

Section 9.2.8. Additional Provisions. All Lot Owners will be required to furnish and install dusk-to-dawn light fixtures at all driveway entrances to their Lots, the style and type of which will be selected by the Committee. Mercury vapor or similar high-intensity lighting systems are not deemed appropriate and shall not be erected by any Owner. The fixtures shall disperse low ground light for the drive entrances and shall feature the address number of the Residence the drive serves. All roofing of structures on the property shall be shake shingle, tile, a minimum of 300#/square asphalt shingle, or other material approved by the Committee. The Committee may, at the Committee's sole option, provide a list of suggested interior finishes to Owners to establish guidelines for the desired quality of construction.

Section 9.2.9. Construction Trades. All construction trades performing work on any Residence on any Lot must perform their work in a professional manner and in accordance with all standards published by the recognized trade councils of their respective industries. All work performed shall be of the highest quality known to the trade. It is not the duty or the responsibility of the Committee to supervise or inspect the quality of construction performed by the construction trades, but should the Committee discover what it considers "low quality work" or work being performed which is not in accordance with the plans approved by the Committee, the Owner of the Lot and the holder of the building permit for the work in question (if known) may be notified and the work shall be corrected to a professional standard and made to conform to the approved plans.

Section 9.2.10. Manufacturer's Instructions. The manufacturer's printed instructions and directions for the application or installation of their products shall always constitute the minimum standard for the application or installation of that product.

Section 9.3. Architectural Control Guidelines. As noted previously, any new Residence or other Building or any addition to an existing Residence or Building or an exterior alteration or renovation affecting the exterior of an existing Residence or other Building must have the prior written approval of the Committee before any such work is undertaken. The Committee has established the following guidelines for construction and improvements subject to the Restrictions. Any addition, exterior alteration or renovation affecting the exterior of an existing Residence shall be compatible with the design character of the original Residence. Any new Buildings (if permitted) shall be compatible with the existing structure.

Section 9.4. Fences, Walls, and Screening. It is the goal of the Committee to keep all fencing or screening as harmonious as possible with the architectural character of Prairie Green. No fence or screen will be approved if its installation will obstruct necessary sight lines for vehicular traffic. Undue obstruction of view or other amenities from adjoining properties will be taken into consideration by the Committee when reviewing fences for approval. The Committee shall have the right to require landscaping of the exterior side of all solid fencing on a Lot (e.g., on the sides of such fencing facing away from the Residence on such Lot). Fences may be privately installed but must be constructed to professional levels of quality. Non-professionally installed fences will be inspected by the Committee after completion in order to insure that the final product is of a professional quality and final approval of the fence shall be deemed withheld until successful completion of this final review. The Committee is of the opinion that the environmental integrity of Prairie Green will be materially lessened if the open nature of the community is damaged by a proliferation of fences of excessive height. The Committee will not approve an application for the installation of a chain link or other galvanized metal fencing unless it is: (i) vinyl coated or covered with similar coating material; (ii) located behind the Owner's Residence; and, (iii) not visible from any public street or Prairie Green Drive. All fencing or screening should have finished material on both sides. If only one side has finished materials, that side must face the

public side or adjoining property. Walls above grade shall be constructed of natural stone, masonry or attractive timber.

Section 9.5. Landscaping and Plantings. Landscape improvements are considered by the Committee to be terraces, retaining walls, unusual vegetation coverings, walks, bank treatment, detached patios, and cabanas. With regard to these improvements, the Owner shall submit in duplicate and the Committee must approve prior to installation:

A plot plan showing the location of the proposed improvements on the Lot (including but not limited to, special landscaping beyond that normally associated with a single-family residence), existing grades at the nearest property line, with proposed finished grades as applicable to the improvement.

Such additional plans as may in the Committee's opinion be required in order to evaluate the appearance of the improvement and type of construction, including the type of material used, the color of the finished improvement, and the type of vegetation, if any. Use of indigenous plants is encouraged.

Trees, hedges, and shrubs which restrict sight lines for vehicular traffic shall be cut back or removed. The Owner of each Lot shall establish a satisfactory lawn by seed or sod as soon as possible following completion of a Residence. Regardless of any other provision to the contrary, all initial landscaping approved by the Committee must be completely installed within one year of the issuance of the certificate of occupancy for the applicable Residence.

Section 9.6. Exterior Antennas. Unless specifically authorized by the Committee, no television, radio, or other antennas (including, without limitation, satellite receiving dishes) may be erected by any Owner on the exterior of a Residence or on a Lot; however, Direct Satellite System (DSS) dishes or the equivalent are allowed provided: (i) they are adequately screened with appropriate landscape materials so that the DSS dish is not visible from any street; and, (ii) the diameter of the dish does not exceed eighteen (18) inches.

Section 9.7. Swimming Pools. Swimming pools must have the approval of the Committee before any work is undertaken. Permanent backyard pools will be approved by the Committee only after careful consideration of the potential effect of such a pool on neighboring Residences. An application for the construction of a swimming pool will not be considered unless the application is accompanied by an application for acceptable fence and landscape design approval. The design of such fence shall conform to county or municipal regulations for such fencing. Use of plantings in the vicinity of the proposed pool will be required to soften the effect of sound and required pool fencing on adjacent properties.

Section 9.8. Tennis Courts, Racquetball Courts, Paddle Ball Courts, Etc. Tennis courts, racquetball courts, paddle ball courts, squash courts, and other recreational or sporting facilities will be approved by the Committee only after thorough consideration of the potential effect of such a structure or use on neighboring properties. The Committee will not approve non-baffled lighted courts or facilities. An application for the construction of any such facility will not be considered unless the application is accompanied by an application for an acceptable fence and landscape design approval. It is recommended by the Committee that any such fencing be of an open composition in order to blend in with the surrounding properties and soften the effect on adjacent properties.

Section 9.9. Driveways and Patios. All driveways and patios must be paved with asphalt, concrete, or other approved hard-surface material. Extensions, widening, or rerouting of existing driveways and patios must have the approval of the Committee prior to construction.

Section 9.10. Retaining Walls and Bank Treatments. Any retaining wall must be approved by the Committee before installation. Retaining walls which divert ground water onto adjoining properties or which otherwise substantially change the existing drainage pattern will not be approved.

Section 9.11. Alternative Energy Systems. The Committee acknowledges the increased use of alternative energy systems which utilize solar and other energy systems and related equipment. The Committee will carefully review such plans to

insure that their use and location have a minimum detrimental effect on adjoining properties.

Section 9.12. Mailbox Design. In order to preserve the overall aesthetic appearance of Prairie Green, all mailboxes will be constructed according to a design approved by the Committee. The specifications for the standard type of mailbox that will be approved by the Committee may be obtained by contacting the Committee.

Section 9.13. Exterior Lighting. No Owner shall install a mercury vapor or other high-intensity lighting systems on the Owner's Lot. All exterior lighting on the Owner's Lot shall be approved lighting with baffling.

Section 9.14. Miscellaneous. All exterior lighting shall be directed not to create annoyance to adjacent properties. Trash and garbage containers shall not be permitted to remain conspicuous except on days of trash collection. Owners shall keep garage doors closed at all times except during times of actual use of the garage facility. All garage doors must have automatic closing devices. Only so-called "side-load" or "rear-load" garage doors will be approved by the Committee. Collapsible and removable clothes lines will be permitted by the Committee, but permanent clothes lines will not be approved by the Committee.

ARTICLE 10

Use Restrictions

Section 10.1. Maintenance of Lots and Improvements. Each Lot Owner shall at all times maintain the Lot and any Residence, Building, or other structure on it in such a manner as to prevent the Lot, Residence, Building, or other structure from becoming unsightly. Specifically, such Owner shall: (i) maintain the Lot at such times as may reasonably be required in order to prevent the unsightly growth of vegetation and weeds, exercise good husbandry with respect to its landscaping and be consistent with prairie grasses and prairie vegetation; (ii) remove all debris or rubbish; (iii) prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance; (iv) cut and remove dead trees; and (v) keep the exterior of the

Residence, Buildings, and other structures from becoming unsightly. Use of toxic chemicals on any Lot for weed and other vegetation control is discouraged.

Section 10.2. Parking. No Vehicle which exceeds twenty (20) feet in length, nor any nonfunctioning Vehicle of any length, shall be parked overnight or longer and be visible from other Lots or from Prairie Green Drive. Any commercial Vehicle must be parked overnight within an enclosed garage. No Vehicle shall be parked overnight on Prairie Green Drive.

Section 10.3. Temporary Structures. No Residence shall be occupied prior to completion. No temporary living quarters may be constructed. No trailer, enclosure, tent, shack, garage, barn, or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently. No structure of a temporary character may be used as a Residence.

Section 10.4. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any Lot with the exception of dogs, cats, or other usual and common household pets in reasonable number. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall be confined on a leash at all times whenever they are outside a Residence or fenced-in yard, including so-called invisible fencing.

Section 10.5. Nuisance. Each Owner must prevent any unclean, unhealthy, unsightly, or unkempt condition of the Owner's Lot and improvements on it. No Lot or Building shall be used, in whole or in part, for the storage of any property or item that will cause it to appear to be in an unclean or untidy condition or that will appear offensive. No substance, item, or material may be kept on any Lot or in any Building that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, and serenity of the other Owners of Lots. No noxious or offensive activity shall occur on any Lot or in any Building, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Lot. No plant, animal, device, or item whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature that may diminish the enjoyment of Prairie Green

shall be maintained on any portion of a Lot. Yard incinerators for the disposal or burning of trash are not permitted.

Section 10.6. Clotheslines, Garbage Cans, Woodpiles, Etc. All clotheslines, garbage cans, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring Buildings, streets, and other living quarters located adjacent to the Lot. All rubbish, trash, and garbage shall be regularly removed from the Buildings and shall not be allowed to accumulate.

Section 10.7. Signs. No sign of any kind, including any "For Sale" signs shall be nailed to any tree or attached to any street sign within Prairie Green except as may otherwise be provided in this Declaration. Except for the entrance and directional signs constructed by the Declarant within the Easements, no sign of any kind shall be displayed to the public view upon any Lot or otherwise except (i) one family name sign of not more than 144 square inches in area, (ii) any signs utilized by the Declarant, (iii) a sign limited in size to 20 inches by 30 inches containing the words "For Sale" or "For Rent" indicating the name of the seller, seller's agent, or lessor and a phone number, or (iv) as determined appropriate by the Committee. However, for purposes of this Declaration, support structures of less than five feet in height shall not be included in determining the sign area so long as the tallest part of the sign is not more than five feet high.

Section 10.8. Subdivision of a Lot. No Lot may be subdivided nor sold in parcels except that a portion of a Lot may be conveyed to an adjoining Lot Owner if no new Lot is created and if the transferor obtains the prior written approval of the Committee. However, no setback requirement will be waived.

Section 10.9. Trash Receptacles. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be installed underground or shall be placed and kept not to be visible from Prairie Green Drive or an adjacent Lot, except on days refuse collections are being made.

Section 10.10. Drilling and Exploration. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted.

No oil wells, tanks, tunnels, mineral excavations, or shafts shall be permitted on or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 10.11. Ditches and Swales. Every Owner of a Lot on which any part of an open storm drainage ditch or swale is situated shall keep any portion situated on the Lot continuously unobstructed and in good repair and shall provide for the installation of such culverts upon the Lot as may be reasonably necessary to accomplish appropriate drainage. All Owners, if necessary, shall install dry culverts between the road rights-of-way and their Lots in conformity with specifications and recommendations of the Committee.

Section 10.12. Line of Sight. No fence, wall, hedge, shrub, or planting which obstructs sight lines at elevations between two and six feet above Prairie Green Drive shall be placed or permitted to remain within twenty (20) feet from the street right-of-way line. No tree shall be permitted to remain within such distance unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 10.13. Damaged Structures. No Residence which has been partially or totally destroyed by fire or other calamity shall be allowed to remain in such state for more than three months from such destruction or damage.

Section 10.14. Enforcement. The provisions of Article 9 shall be liberally construed to implement the purpose of creating a uniform plan for the development and operation of Prairie Green. If any Owner fails fully to observe and perform the obligations set forth in this Declaration, and if such failure is not cured within thirty (30) days after written notice is given by the Committee, any Lot Owner shall have the right to commence judicial proceedings to abate, enjoin, or correct such failure and to take such further action as may be allowed at law or in equity. If such failure causes or threatens to cause immediate and substantial harm to any property outside of such defaulting Owner's Lot or to any person, the Committee shall have the right to enter upon the Lot to correct such failure. Any harm or damage caused by such entry and action shall be without any liability on the part of the Committee. The failure or forbearance by the Committee to enforce any covenant or restriction shall not be

deemed a waiver of the subsequent right to do so. It is conclusively presumed that any violation or breach or any attempted violation or breach of any of the Restrictions cannot be adequately remedied by an action at law and that injunctive relief is appropriate. All costs incurred by the Committee in connection with any act or proceeding undertaken to abate, enjoin, or correct such failure, including attorney's fees, shall be payable by the defaulting Owner upon demand by the Committee, and shall immediately become a lien against that Lot and Buildings. The rights in the Owners and the Committee under this section shall be in addition to all other enforcement rights at law or in equity.

ARTICLE 11

General Provisions

Section 11.1. Duration. This Declaration shall be perpetual, run with and bind all the Real Estate, and inure to the benefit of and be enforceable by the Declarant, its respective successors, assigns, heirs, executors, administrators, and personal representative, with the following exception:

The covenants and restrictions set forth in Articles 9 and 10 shall have an initial term of forty (40) years from the date this Declaration is recorded in the office of the Recorder of Monroe County, Indiana. At the end of this period, the covenants and restrictions shall automatically be extended for successive periods of ten (10) years each unless at least two-thirds (2/3) of the Association members, at the time of the expiration of the initial period or any extension period, shall sign an instrument or instruments (which may be in counterparts) in which they shall agree to terminate any or all of said covenants and restrictions in any manner as may be provided by law. However, no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Lot Owner at least ninety (90) days prior to the action taken in authorizing the agreement. Any such agreement shall not become effective and binding until three years after the recording of the fully executed instrument or instruments containing such agreement.

Section 11.2. Amendment of Declaration. Except as otherwise provided amendments to this Declaration shall be proposed and adopted in the following manner:

Section 11.2.1. Notice. Notice of the subject matter of the proposed amendment shall be given to each Lot Owner. Any proposed amendment to this Declaration must be approved by at least seventy-five percent (75%) of the Owners. Each amendment to the Declaration shall be executed by the Owners casting votes in favor of the amendment and shall be recorded in the office of the Recorder of Monroe County, Indiana. The amendment shall not become effective until so recorded.

Section 11.2.2. Amendment by Declarant. Regardless of anything else contained in this Declaration, Declarant shall have the right acting alone and without the consent or approval of the Owners or any other person, to amend or supplement this Declaration from time to time if such amendment or supplement is required to: (i) provide utility service to any Lot; (ii) bring this Declaration into compliance with any statutory requirements; (iii) correct clerical or typographical errors in this Declaration or any exhibit or any supplement or amendment; or, (iv) make any modifications to the Declaration deemed desirable by Declarant unless a majority of the Owners can then affirmatively prove the amendment substantially harms the Owners' interests, substantially increases the Owners' obligations, or substantially impairs the benefits accruing to the Owners.

Section 11.3. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice given, when personally delivered (whether by an agent of the Association or by a generally recognized overnight courier service) or when mailed, by regular post, with postage prepaid, addressed to the Owner at the last known post office address of the person who appears as Lot Owner in the records of the Monroe County Auditor. Valid notice may also be given to an Owner by (i) personal delivery to any occupant of the Lot's Residence who is over fourteen (14) years of age; or, (ii) by affixing the notice to or sliding it under the front door of the Residence.

Section 11.4. Severability. Should any of these covenants or restrictions, or any article, section, subsection, sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal, or unenforceable by any court or other tribunal having jurisdiction over the parties to this Declaration and the subject matter of it, such judgment shall not in any manner affect the other provisions of it, which are declared to be severable and which shall remain in full force and effect.

Section 11.5. Rule Against Perpetuities. If any provision of this Declaration shall be interpreted to constitute a violation of the rule against perpetuities, then such provisions shall be deemed to remain in effect until the death of the last survivor of the now living descendants of the persons signing the Declaration on behalf of Declarant plus twenty-one (21) years.

Section 11.6. Gender and Number. Whenever the context of this Declaration so requires, the use of the masculine gender shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural and vice versa. No pronoun usage shall be deemed to exclude a reference to an institutional, corporate, partnership, or any other type of entity. The underlined titles are for convenience of reference only and shall not be used as an aid in construing the Declaration's provisions.

Section 11.7. Interpretation of Conflicting Provisions. Declarant intends that all provisions in this Declaration shall be complementary and that the words and phrases be so interpreted, if possible. If any provision in this Declaration conflicts with another provision, the most restrictive Declaration shall control.

Declarant has executed this Declaration on the date and year first above written.

DECLARANT:



DAVID J. LANTZ, Member

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

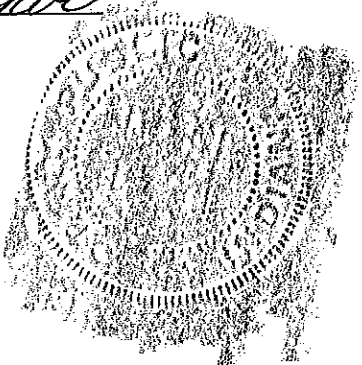
On December 31, 2009, before me, a Notary Public in and for said County and State, personally appeared David J. Lantz, Member of P.G. Development, LLC, an Indiana limited liability company, who acknowledged the execution of this Declaration.

My commission expires:
12/19/2010



Name printed: Rita Hacker
Resident of Monroe County, IN

This Instrument Prepared By:
Angela F. Parker, Attorney at Law
ANDREWS HARRELL MANN CARMIN & PARKER, P.C.
400 W. 7th St., Ste. 104, P.O. Box 2639
Bloomington, IN 47402-2639
Telephone: 812-332-4200



308112/21756-1

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.



Name

EXHIBIT A

Lots 1 and 2 in Jeff Fox Addition recorded in Plat Book 7, page 87, in the office of the Recorder of Monroe County, Indiana, and more particularly described as follows, to-wit:

A part of the Southwest quarter of Section 25, Township 9 North, Range 1 West, Monroe County, Indiana, described as follows, to-wit: Commencing at a point on the South line of said Section 25, said point being 1036.06 feet at a direction of South 89 degrees 55 minutes East from the Southwest corner of said Southwest quarter; thence South 89 degrees 55 minutes East on the South line of said quarter for 700.20 feet to the West right of way line of State Road #45; thence North 52 degrees 54 minutes East along said road right of way for 371.60 feet; thence North 42 degrees 46 minutes 30 seconds East along said road right of way for 225.00 feet; thence North 32 degrees 09 minutes 20 seconds East along said road right of way for 458.54 feet; thence leaving the road right of way and running South 89 degrees 07 minutes 50 seconds West for 424.69 feet; thence North 01 degree 27 minutes West for 677.27 feet; thence South 89 degrees 34 minutes 30 seconds West for 999.45 feet; thence South 01 degree 27 minutes East for 1440.27 feet and to the point of beginning. Containing in all 35.00 acres, more or less.