

DECLARATION OF COVENANTS, RESTRICTIONS AND CROSS-EASEMENTS

THIS DECLARATION, executed on this 21st day of May, 1996, by PLAINFIELD PLACE, LLC, an Indiana limited liability company, and having its principal office at 8440 Woodfield Crossing, Suite 210, Indianapolis, IN 46240 (the "Declarant"), WITNESSETH THAT

RECITALS

WHEREAS, Declarant owns in fee simple the real property commonly known as Plainfield Park, which real estate was acquired pursuant to several deeds recorded in the Office of the Recorder of Hendricks County, Indiana in Deed Record 341, Pages 471, 473 and 475, and is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Real Estate") and in Exhibit "B" attached hereto and incorporated herein by reference (the "Additional Real Estate");

WHEREAS, Declarant intends to develop the Real Estate as coordinated retail centers consisting of retail sales establishments, restaurants and other commercial enterprises located on several parcels which parcels are specifically known as Lots 1 - 17 inclusive, consisting of 61 ± acres along with any new parcel or parcels established as the result of the sale or lease of a portion of any of such parcels, (which shall be individually referred to as a "Parcel" or collectively referred to as the "Parcel(s)") and are more particularly depicted on Exhibit "C" attached hereto and incorporated herein by reference (the "Development");

WHEREAS, Declarant's objectives are that the Development shall (i) suit the retail and commercial requirements of each owner of all or a portion of a Parcel [the "Owner(s)"] and of the tenants of the Owners, and (ii) remain a controlled development which incorporates the highest standards of site-planning, architectural design and landscaping;

WHEREAS, various parties, in connection with the Development, may acquire ownership interests in part or all of the Parcels;

WHEREAS, development of the Real Estate by Declarant and the Owners, as applicable, will be facilitated by a coordinated development plan which provides for construction of (i) a water delivery system which will connect the Parcels to public water delivery facilities, (ii) a surface, sub-surface and storm water drainage system which will adequately drain and accept surface and storm water from the Parcels, (iii) driveways and walkways which will provide adequate ingress and egress to and from the Parcels, (iv) parking areas which will provide adequate parking for the Owners and the tenants of the Owners and (v) sanitary sewer laterals

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and lines which will connect the Parcels to public sanitary sewer disposal and treatment lines and facilities;

WHEREAS, Declarant further desires to establish certain parameters for the use of and for the construction and development of improvements in the Development, including permitted uses in the Development and establishing an association for the maintenance of certain improvements in the Development;

NOW, THEREFORE, Declarant, in order to and in consideration of their intention to facilitate the development of the Development as a coordinated retail strip shopping center upon the terms and conditions set forth in this Declaration (i) declares, creates and makes in this Declaration certain easements, covenants and restrictions which shall bind and inure to the benefit of the Declarant and the Owners and the current and future grantees, assigns and successors of Declarant and the Owners and (ii) reserves certain rights (including without limitation, the right to subsequently limit the easements created in this Declaration), which easements, covenants and reserved rights are set forth as follows:

Section 1. Utility Easements. (a) Declarant hereby declares, creates, makes and reserves appurtenant, perpetual and nonexclusive mutual utility easements for the benefit of Declarant and the Owners and the grantees, heirs, assigns and successors of Declarant and the Owners (the "Utility Easements"), each of which Utility Easements (i) shall be in, on, under, over, above, across and through the portion of the Parcel or Parcels of each of them at such places, however, to be reasonably designated by the Owner of the Parcel upon which such installation is to be made by the other party, provided, (a) the installation at any such utility lines shall not unreasonably impact the development potential of the Parcel so encumbered and (b) that all utility lines shall be installed underground and (c) that the installing party shall install such utility lines at its own expense, and shall be required to restore any Parcel or Parcels to the condition such Parcel or Parcels were in immediately prior to any such installation, maintenance, repairs or replacement of such utilities, (ii) shall include the rights of Declarant set forth in Section 4 of this Declaration, (iii) shall be subject to the limitations on the rights of Declarant set forth in Section 5 of this Declaration and (iv) shall be subject to subsequent limitation as provided in Section 6 of this Declaration. The Utility Easements and all rights in and to the Utility Easements are declared, created, made and reserved for the purposes of providing general water delivery service, water delivery service for fire protection, sanitary sewer service, natural gas service, public electrical power service, public telephone service and other communications services (collectively referred to as the "Utilities"). The Utility Easements shall be subject at all times to the covenants in Section 8 of this Declaration regarding maintenance of the Utilities and the equipment, fixtures and facilities used in connection with the Utilities.

(b) Subject to the rights and restrictions set forth in Sections 4, 5 and 6 hereof, Declarant hereby reserves for itself, and grants to itself, and all Owners, and the grantees, heirs, successors and assigns of Declarant and Owners of all or a portion of the Parcels the right (i) to relocate at any time or from time to time at the expense of the relocating party the lines

permitted by Section 1(a) hereof, provided that such relocation shall not interfere with, or increase the cost of, or diminish the other party's utility services, and such relocation complies with all applicable laws, rules, regulations and ordinances (collectively "Laws") of all governmental agencies, boards, authorities or entities having jurisdiction therefor (collectively the "Agencies") and (ii) if such lines have adequate capacity, to connect to and use such lines, provided the increase in costs incurred in order to make such lines adequate to serve such additional use shall be borne by the owner that connects to and uses lines belonging to another party and that service to the owner of the lines is not disrupted or diminished by such connection. The relocating party shall be required to pay for any damage to any Parcels upon which it relocates lines, and further, shall be required to repair and restore such Parcels to the same condition as such Parcels were in immediately prior to the relocation of utility lines. The relocating party must obtain the consent of the Owner of the Parcel upon which such utility lines are being relocated prior to any such relocation, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 2. Drainage Easements. (a) Declarant hereby declares, creates, makes and reserves appurtenant, perpetual and nonexclusive mutual drainage easements (surface and sub-surface) for the benefit of Declarant and the Owners and the grantees, heirs, assigns and successors of Declarant and the Owners (the "Drainage Easements"), each of which Drainage Easements (i) shall be in, on, under, over, above, across and through the Parcel or Parcels of each of them at such places, however, to be reasonably designated by the Declarant in accordance with the plans filed with the applicable Agencies upon which are located any such Drainage Easements, provided, (a) the installation of any such Drainage Easements shall not unreasonably impact the development potential of the Parcel so encumbered and (b) that the installing party shall install any such drainage system at its own expense, and shall be required to restore any Parcel or Parcels to the condition such Parcel or Parcels were in immediately prior to any such installation, maintenance, repairs or replacement of any drainage system located within such Drainage Easements, except for the actual drainage system installed, (ii) shall include the rights of Declarant set forth in Section 4 of this Declaration, (iii) shall be subject to the limitations on the rights of Declarant set forth in Section 5 of this Declaration and (iv) shall be subject to subsequent limitation as provided in Section 6 of this Declaration. The Drainage Easements and all rights in and to the Drainage Easements are declared, created, made and reserved for the purposes of providing surface and sub-surface and storm water drainage in, on, under, over, across, through and from all of the Development (the "Drainage System"). The Drainage System shall include all equipment, fixtures and facilities used in conjunction with the Drainage Easements (including, without limitation, water detention areas, ditches, underground tiles, surface tiles and other drainage facilities and improvements). The Drainage Easements shall be subject at all times to the covenants in Section 8 of this Declaration regarding maintenance of the Drainage System.

(b) Subject to the rights and restrictions set forth in Sections 4, 5 and 6 hereof, Declarant hereby reserves for itself, and grants to itself, and all Owners, and the grantees, heirs, successors and assigns of Declarant and Owners of all or a portion of the Parcels the right (i)

to relocate at any time or from time to time at the expense of the relocating party the Drainage Easements permitted by Section 2(a) hereof, provided that such relocation shall not interfere with, or increase the cost of, or diminish the other party's drainage hereunder and such relocation complies with all Laws of the Agencies, and (ii) if such drainage system has adequate capacity, to connect to and use such system, provided the increase in costs incurred in order to make such drainage system adequate to serve such additional use shall be borne by the owner that connects to and uses drainage system belonging to another party and that service to the owner of the drainage system is not disrupted or diminished by such connection. The relocating party shall be required to pay for any damage to any Parcels upon which it relocates such drainage system, and further, shall be required to repair and restore such Parcels to the same condition as such Parcels were in immediately prior to such relocation. The relocating party must obtain the consent of the owner of the Parcel upon which such drainage system is being relocated prior to any such relocation, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 3. Parking, Access and Sign Easements. (a) Declarant hereby declares, creates, makes and reserves appurtenant perpetual, nonexclusive, mutual and reciprocal parking and access easements for the benefit of Declarant and the Owners and the grantees, heirs, assigns and successors of Declarant and the Owners (the "Parking Easements"), each of which Parking Easements (i) shall be in, on, under, over, above, across and through the Common Areas ["Common Areas" shall mean those portions of the Parcels which are not from time to time improved with buildings, and which portions are intended for use as driveways, pedestrian ways, sidewalks, parking areas, parking spaces, landscaping and for ingress and egress to and from public and private roadways] located on the Parcels which are intended for the purposes set forth below, (ii) shall include the rights of Declarant set forth in Section 4 of this Declaration, (iii) shall be subject to the limitations on the rights of Declarant set forth in Section 5 of this Declaration and (iv) shall be subject to subsequent limitation as provided in Section 6 of this Declaration. The Parking Easements and all rights in and to the Parking Easements are declared, created, made and reserved for the purposes of (i) providing access, ingress and egress by vehicular and pedestrian traffic to and from each Parcel from and to public streets and roadways, (ii) providing parking areas for the vehicles of the Owners, the occupants and tenants of all buildings in the Development (the "Tenants") and the invitees and licensees of all Owners and Tenants (the "Visitors") and (iii) providing lighting for convenient use of the parking areas, driveways and walkways by the Tenants and Visitors at night. The Parking Easements shall be subject at all times to the covenants in Section 8 of this Declaration regarding maintenance of parking areas, driveways and walkways.

(b) Declarant hereby declares, creates, makes and reserves the following easements ("Sign Easements"):

(i) a perpetual and nonexclusive easement in favor of Declarant in, on, over, across, under and through the entirety of the Real Estate for access to, use of and the erection, installation, relocation, maintenance, repair and replacement of signs identifying

Plainfield Park and the Owners and tenants within Plainfield Park and /or providing other information regarding Plainfield Park and the buildings therein and landscaping associated therewith, including without limitation, an area 30' x 30' on Parcels 1, 2, 4 and 9 in location designated by Declarant ("Identification Signs"); and

(ii) a perpetual and nonexclusive easement in favor of the Association for the use, maintenance, repair and replacement of the Identification Signs and to enter upon and across such portions of the Real Estate as shall be necessary for such purpose.

Section 4. Easement Rights. In conjunction with the creation of the easements in Sections 1 through 3 of this Declaration, Declarant reserves the following rights:

(a) From time to time and at any time, to execute and record, without the consent of any Owner or any grantees, heirs, assigns or successors of any Owner (collectively referred to as the "Parties in Interest"), additional instruments which Declarant, in its sole discretion, determines to be necessary or appropriate to accomplish the purposes of this Section 4, which bind the Owners and Parties in Interest and which (i) limit the area of one or more Utility Easements, Drainage Easements or Parking Easements to a defined or specified part of the easement area previously established hereunder, (ii) define or specify the location of one or more Utility Easements, Drainage Easements, or Parking Easements that Declarant relocated pursuant to Subsections 4(b) or 4(c) of this Declaration or (iii) memorialize the abandonment of one or more Utility Easements, Drainage Easements or Parking Easements pursuant to Subsections 4(b) or 4(c) of this Declaration;

(b) From time to time and at any time, to abandon or relocate any Utility Easement, Drainage Easement or Parking Easement, if the abandonment or relocation is necessary or appropriate for (i) compliance with any governmental order, regulation, law or ordinance, (ii) compliance with the requirements of any public utility company, (iii) the abandonment or relocation of any other Utility Easement, Drainage Easement or Parking Easement, (iv) the construction, erection or installation of a building or other improvement, (v) the alteration of a building or other improvement or (vi) aesthetic reasons (collectively referred to as the "Easement Relocation Rights");

(c) From time to time and at any time, to (i) install, maintain, service, repair, replace and relocate within the area of any Utility Easement any Utility or the equipment, fixtures and facilities used in conjunction with any Utility, (ii) install, maintain, service, repair, replace and relocate within the area of any Drainage Easement any portion of the Drainage System, and (iii) install, maintain, service, repair, replace and relocate within the area of any Parking Easement any parking area, driveway, walkway or lighting (collectively referred to as the "Easement Maintenance Rights");

(d) From time to time and at any time, to promulgate rules and regulations concerning the use by the Tenants and the Visitors of (i) the Utilities, the equipment, fixtures and facilities used in conjunction with the Utilities and the Utility Easements, (ii) the Drainage System and the Drainage Easements and (iii) the parking areas, driveways, walkways and lighting and the Parking Easements.

(e) From time to time and at any time, to assign to the Successor (as defined in Section 16 of this Declaration), in whole or in part, the interest and rights of Declarant in and to one or more Utility Easements, Drainage Easements or Parking Easements, together with any or all of the rights reserved to Declarant in connection with the assigned easement; provided that each assignment pursuant to this Subsection shall be deemed to provide, as a limitation or restriction upon the interest and rights assigned, that the rights assigned by Declarant to the Successor are subject to the limitations set forth in Section 5 of this Declaration (whether or not the assignment expressly sets forth such limitation or restriction); and

(f) From time to time and at any time, to (i) assign or dedicate to any appropriate public or private utility company (the "Utility Company"), municipality or other political subdivision or governmental body or agency (collectively referred to as the "Municipality"), in whole or in part, any Utility Easement or Drainage Easement and any rights reserved to Declarant in Section 5 which are reasonably necessary to enable the Utility Company or the Municipality to provide adequate utility service or surface drainage to the Parcels (including without limitation, the Easement Maintenance Rights), and (ii) enter into any agreement with the Utility Company or the Municipality which Declarant, in its sole discretion, determines to be necessary or appropriate to accomplish the purposes of this Section 4, which binds the Parties in Interest and which declares or defines the rights and obligations of Declarant, the Owners and the Utility Company or Municipality in connection with (A) the service provided by the Utility Company or the Municipality, (B) the use and maintenance of the Utilities, the fixtures and facilities used in conjunction with the Utilities and the Utility Easements and (C) the use and maintenance of the Drainage System and the Drainage Easements.

Section 5. Limitation on Easement Rights. Notwithstanding any condition, term or provision to the contrary in this Declaration:

(a) Subject to the conditions, terms and provisions set forth in Section 6 of this Declaration, upon approval of the Construction Plans (as hereinafter defined in Section 10 of this Declaration) for a building, permanent parking area, permanent access way or permanent walkway, (i) the area of all Utility Easements and Drainage Easements shall be deemed to be limited to that part of the Real Estate which is not in, on, under, over, above, across or through the building or the foundation of the building or in, on, over, above, across or through the permanent parking area, permanent access way or permanent walkway and (ii) the area of all Parking Easements shall be deemed to be

limited to that part of the Real Estate which is not in, on, across or through the building or the foundation of the building; provided that the area of any Utility Easement or Drainage Easement may include that portion of the Real Estate (A) which is under a permanent area, permanent driveway or permanent walkway or (B) the use of which as a Utility Easement or Drainage Easement does not materially impair the use of a permanent parking area, permanent driveway or permanent walkway;

(b) Declarant shall not exercise any rights reserved to Declarant in Section 4 of this Declaration (including without limitation, the Easement Relocation Rights and the Easement Maintenance Rights) in a manner which unreasonably interferes with the lawful and intended use of any Parcel; provided that in no event shall an abandonment or relocation of a Utility Easement, Drainage Easement or Parking Easement pursuant to Subsection 4(b), clauses (i) or (ii) of this Declaration be deemed to be an unreasonable interference; and

(c) To the extent practicable and consistent with the use, operation and function of (i) the Utilities, the equipment, fixtures and facilities used in conjunction with the Utilities and the Utility Easements, (ii) the Drainage System and the Drainage Easements, and (iii) the parking areas, driveways, walkways and the Parking Easements, any party exercising the rights reserved to Declarant in Section 4 of this Declaration shall restore any parking area, access way, walkway, lighting, landscaped area or other surface improvements (the "Surface Improvement(s)") that are damaged as a direct result of exercising such reserved rights to the same condition the same were in immediately prior to exercising such rights and shall not modify the Drainage System or the Drainage Easements without the approval of Declarant during the period that Declarant owns any of the Parcels and without the approval of the Agencies;

Section 6. Nature and Assignment of Easements and Rights. Except as provided in Section 12 of this Declaration, all easements, covenants, conditions and other restrictions created by this Declaration shall be permanent and perpetual, and, together with the benefits thereof, shall (i) run with the land benefitted thereby and (ii) inure to the benefit of Declarant and the Owners of the benefitted Parcels and the grantees, heirs, assigns and successors of Declarant and the Owners as future owners of the benefitted Parcels; and all easements, covenants, conditions and other restrictions created by this Declaration, together with the burdens thereof, shall (i) run with and bind the land burdened by the easement, and (ii) bind the Owners of the burdened Parcels and the grantees, heirs, assigns and successors of the Owners as future owners of the burdened Parcels. Each instrument which conveys, grants, transfers, creates or assigns any interest in a Parcel that is benefitted by an easement, covenants, conditions and other restrictions created by this Declaration or that is burdened thereby (the "Instruments of Conveyance") shall be deemed (i) (unless the Instrument of Conveyance expressly states otherwise) to assign, as an appurtenance to the interest in the Parcel, the right to the nonexclusive use and benefit of the easement(s) which benefit(s) the Parcel (whether or not the Instrument of Conveyance expressly assigns that right) and (ii) to impose, as a limitation or restriction upon the interest, the burden

of the easement(s), covenants, conditions and other restrictions which burden(s) the Parcel (whether or not the Instrument of Conveyance expressly imposes such limitation or restriction).

Section 7. Non-Dedication of Easements. This Declaration shall not be deemed to (i) dedicate for public purposes any easement, (ii) dedicate or assign to a Utility Company or Municipality any easement or the interest and rights of Declarant or to Owners in and to any easements (including without limitation, the rights reserved to Declarant in Section 4 of this Declaration), or (iii) otherwise subject any easement to the control of any Utility Company or Municipality. The Declarant intends that all easements under this Declaration shall be for the private use and enjoyment of Declarant and the Owners and shall remain the property of Declarant and the Owners; provided that this Section shall not be deemed to restrict in any way the rights reserved to Declarant in Section 4 of this Declaration.

Section 8. Use and Maintenance Covenants. Each Owner shall, at its own cost and expense, (i) comply with all applicable laws, ordinances, rules, regulations, orders and standards of any governmental authority (including without limitation zoning ordinances and classifications) and with any and all reasonable rules, regulations and directions which Declarant may promulgate from time to time; and (ii) provide for the Maintenance (as hereinafter defined) of or Maintain (as hereinafter defined) its Parcel(s) and the buildings, Surface Improvements and all other improvements located thereon (including without limitation, any equipment, fixtures and facilities used in conjunction with the Utilities, any portions of the Surface Drainage System and any parking areas, driveways, walkways and lighting) in a neat, clean, safe, sanitary and prudent manner and in proper working order and condition. "Maintenance" or "Maintain" shall mean to operate, maintain and keep in good order, condition and repair in accordance with, and including, but not limited to, the following standards: (1) maintain the surface thereof smooth and evenly covered with the type of surfacing material originally installed thereon, or such reasonable substitute thereof as Declarant or its Successors shall approve; (2) remove all snow, ice, papers, debris, filth and refuse and wash or thoroughly sweep the surface; (3) maintain lights and light standards and relamp as needed; (4) maintain landscaping as necessary to keep in a first-class thriving condition, and slopes and grades within the landscaped areas in an attractive condition; (5) maintain all signs (excluding those of the other tenants in the Development) in a clean and orderly condition, including relamping and repairing as may be required; (6) maintain and keep in a sanitary condition any public restrooms and other common use facilities therein; (7) clean, repair and maintain all utility systems that are a part thereof; and (8) clean and maintain all structures and improvements located on such Owner's Parcel(s) including the roof, skylights, wall surfaces, doors and other appurtenances thereto in a first-class condition; (9) maintain all utilities benefitting such Owner's Parcel(s); and (10) maintain roadways. No Owner shall (i) create, cause, permit or suffer any nuisance to exist on its Parcel(s); (ii) cause, permit or suffer noxious or objectionable dust, gases, odors or noises to emanate from its Parcel(s) or any unsightly condition to exist on its Parcel(s); (iii) use (or cause, permit or suffer the use of) its Parcel(s) for a purpose or in a manner which causes a volume of vehicular traffic on and through the Development which exceeds the parking capacity of its Parcel and which materially impairs the use and/or development of the other Parcels; or (iv)

attempt to dedicate any easement created by this Declaration to a Utility Company or Municipality.

Section 9. Owners' Covenants. Declarant (for and on behalf of itself and its grantees, assigns and successors) hereby covenants and agrees as follows; and each Owner (for and on behalf of itself and its grantees, heirs, assigns and successors) shall be deemed by accepting a deed to a Parcel (or other evidence or indicia of an ownership interest in a Parcel) to covenant and agree as follows:

(a) Utility Meters. Each Owner shall (i) install and maintain in proper working order meters or other similar devices that measure the volume or amount of water, natural gas and electricity which is consumed in, on or in connection with the use, occupancy and operation of the Owner's Parcel(s) and the building and improvements on the Owner's Parcel(s) and (ii) install and maintain in proper working order meters or other similar devices that measure the volumetric outflow from the Owner's Parcel(s) into the sanitary sewer system that serves the Development (the "Sewer Outflow").

(b) Utility, Sewer and Drainage Connections. Each Owner shall be solely responsible, at its own expense, for (i) obtaining any and all approvals and permits of any Utility Company or Municipality (including without limitation, sewer availability and connection fees) which are necessary or appropriate to connect any building or improvement on its Parcel(s) to the equipment, fixtures and facilities used in conjunction with any Utility (including without limitation, the sanitary sewer system serving the Development) or the Drainage System. If any sewer availability and connection fees are not allocated by the Municipality to individual Owners, then each Owner shall pay a share of such fees, which share shall be based, in Declarant's sole discretion, on the actual or projected use of the connection which is otherwise reasonably attributable to each Parcel ("Sewer Out Flow"); provided that no Owner shall be obligated by this Subsection to pay a share of a sewer availability or connection fee for a connection that provides no direct benefit to the Owner's Parcel(s). If the sewer user charges assessed by any Municipality for the use of the sanitary sewer system serving the Development are not allocated by the Municipality to individual Owners, Parcels or buildings, then each Owner shall pay a share of such charges, which share shall be based on the Sewer Outflow.

(c) Liability Insurance. Each Owner shall procure and maintain one or more policies of public liability insurance which (i) insure Declarant, the Owners and the Tenants against liability for property damage and loss, personal injury and loss of life that occurs on or in connection with the use of the parking areas, driveways and walkways on the Owner's Parcel(s), (ii) are issued by one or more insurance companies with a Best rating of "A" or better and (iii) include One Million Dollars (\$1,000,000.00) of coverage for each occurrence of bodily injury or death and One Million Dollars (\$1,000,000.00) of coverage for each occurrence of property damage.

(d) Landscaped Areas. Each Owner shall submit to Declarant for its written approval a plan for all landscaped area on the Parcels (the "Landscaping Plan") so that the Development remains a consistently well-landscaped development. Owner shall not make any changes to any approved Landscaping Plan and shall maintain and replace all landscaping in a thriving first class condition.

(e) Zoning Changes. No Owner shall seek to change a zoning classification for any Parcel from its current classification or secure a zoning variance or special use exception (collectively referred to as the "Zoning Change(s)") for any Parcel (unless Declarant approves in writing the proposed Zoning Change). If Declarant seeks a Zoning Change for a Parcel which Declarant owns or if Declarant approves in writing the proposal by an Owner to seek a Zoning Change for a Parcel which is owned by that Owner, then (unless the Zoning Change involves a material change in the use of the Parcel), each Owner except for the Owner of the Additional Real Estate (i) shall be deemed to have consented to the Zoning Change and (ii) shall execute any and all documents, which Declarant, in its sole discretion, determines to be necessary or appropriate in connection with the Zoning Change and which state, represent, certify or acknowledge that the Owner consents to the Zoning Change.

(f) Common Area Charges. Each Owner shall pay all assessments for all costs, expenses, charges, legal fees and assessments (collectively "Expenses") levied by Declarant or any entity charged by Declarant for the maintenance of the Parcels. Such Expenses, together with interest thereon and costs of collection shall be the direct obligation of the Owner of such Parcel on the date the assessment becomes due and payable and shall also constitute a continuing lien on such Owner's Parcel, subordinate only to the lien of real estate taxes and assessments. When the Owner constitutes more than one person or entity, the liability for payment of the assessments shall be joint and several.

(g) Height Restrictions. No Improvements on any Parcel shall exceed twenty-five feet (25'). Roof top mechanical, if any, shall be located within a penthouse or the like shall be screened from view from adjacent properties and public streets.

(h) Use. Each Owner agrees that the Parcel shall initially be used for the construction and operation of the business described in the Construction Plans, submitted to Declarant (as hereafter defined) and for no other purposes whatsoever without, in each and every instance, the prior written consent of Declarant.

(i) Declarant's Right to Recapture. Should the Parcel "go dark" at any time, which is to say the Parcel has been vacated and no regular business is being conducted therein any time after construction is completed (except for reasons beyond the control of Owner or for closings due to alterations, remodeling or renovations) for a period of sixty (60) consecutive days or more, then Declarant, its successors and assigns, shall

have the option, but not the obligation, to be exercised by written notice to Owner ("Recapture Notice") to repurchase the Parcel and all improvements thereon (hereinafter "Owner's Property") from Owner, its successor and assigns, as hereinafter provided.

Declarant shall send its Recapture Notice and the repurchase agreement shall be signed by the parties within thirty (30) days after the determination of the fair market purchase value of Owner's Property as hereinafter provided. Any such repurchase agreement shall not restrict Declarant's right to convey, lease or sublease Owner's Property. The Recapture Notice shall set forth Declarant's estimate as to the fair market purchase value of Owner's Property, which figure shall be mutually agreed upon by good faith negotiations on the part of both parties. If the parties are unable to reach a settlement on a purchase value within thirty (30) days after receipt of Declarant's Recapture Notice, the parties shall no later than thirty (30) days thereafter appoint three (3) independent, competent and qualified real estate appraisers, one (1) of whom shall be selected and appointed by Owner at its sole cost and expense, one (1) of whom shall be selected and appointed by Declarant at its sole cost and expense, and the third appraiser to be selected and appointed by the other two (2) appraisers, the cost and expense of which shall be shared equally by Owner and Declarant. The three (3) appraisers shall determine the fair market purchase value of Owner's Property by taking an average of the values determined by each appraiser which value of Owner's Property shall be binding upon Owner. If Declarant is not satisfied with the value determined by the appraiser, Declarant may terminate its agreement by notice to the Owner and Declarant shall have no obligations to purchase the Parcel.

Subject to the foregoing, Declarant and Owner shall "close" on the repurchase of Owner's Property within sixty (60) days following the execution of the repurchase agreement. During this sixty (60) day period Declarant shall have the right to: (a) perform soil and environmental tests of Owner's Property, and (b) do and perform any other investigations or evaluations which Declarant, in its reasonable judgment, deems necessary to determine the condition and suitability of Owner's Property. Owner's Property shall be conveyed by Owner to Declarant by special warranty deed free and clear of all liens and encumbrances other than those pre-existing encumbrances to which Owner was subject, such other easements and agreements which do not materially or adversely affect Owner's Property, or any other exceptions which Declarant approves, which approval shall not be unreasonably withheld or delayed. Declarant shall bear the cost of performing the tests and evaluations referred to above, and Owner shall be required to remove any objections to title as furnished by Declarant which do not comply with the foregoing requirements.

Section 10. Architectural and Design Compatibility. No Owner shall build, construct, erect or install a building, a structure, a Surface Improvement, or any other improvement (collectively referred to as the "Improvements") on its Parcel(s) or alter any of the existing Improvements on its Parcel(s) until (i) the Owner submits to Declarant all plans and

designs for the proposed Improvement or the proposed alteration of an existing Improvement (including without limitation, a site plan of the proposed Improvement or the proposed alteration of an existing Improvement and any drawings, plans, elevations or other information Declarant may request) (the "Construction Plans"), (ii) the Owner submits to Declarant samples of any construction and finishing materials that Declarant may request, (iii) Declarant determines, in its sole discretion, that the Improvements (as shown in the Construction Plans) (A) comply with all covenants, conditions, terms and provisions of this Declaration, and (B) are of a design, quality and nature that are compatible with the existing Improvements in and on the Development (including, without limitation, the installation of a standard type utility pole for lights, designated by Developer and the aesthetic nature of the existing Improvements and the Development, the existing traffic use and flow patterns and the screening of dumpsters and heating, ventilating and air conditioning units and equipment); and (iv) Declarant approves the Construction Plans in writing. Each Owner shall provide for an access road at the west side of Parcels 1-6 for access between such Parcels in a manner consistent with the general road shown on Exhibit "B" attached hereto. Prior to commencement of business with the public at, from or in connection with building(s) on a Parcel, the Owner which submitted the Construction Plans for such building(s) shall have substantially completed the construction and installation of all parking lots, driveways, walkways and/or lighting, as shown on the approved Construction Plans.

Section 11. Non-Compliance with Covenants. If an Owner breaches any covenant set forth in this Declaration, any Owner may notify the breaching Owner of the breach, and, if the breaching Owner does not cure the breach within thirty (30) days after such notice, any Owner may (i) enter in or upon any portion of the breaching Owner's Parcel(s) or the buildings and other improvements located on the breaching Owner's Parcel(s) and cure the breach, (ii) enjoin the breach through an action at law or in equity or (iii) exercise any other legal or equity remedy. Any Owner which breaches any covenant set forth in this Declaration shall (i) reimburse the Owner which cures the breach for all expenses that such Owner incurs in connection with curing the breach and (ii) be liable to such Owner for all costs that the Owner incurs in connection with enjoining the breach or exercising any other legal or equitable remedy (including without limitation, attorneys' fees and legal costs, collectively referred to, as the "Reimbursement(s)"). All Reimbursements shall be deemed to be delinquent if the full amount thereof is not paid within thirty (30) days after receipt of an invoice for the amount payable. All delinquent Reimbursements (i) shall bear interest at four percent (4%) above the rate of interest which is designated by NBD Bank, N.A. or its successors as its prime rate (as revised or modified from time to time during the period when a Reimbursement is delinquent) and (ii) together with the interest, shall be a lien against the Owner's Parcel(s) (the "Non-payment Lien"). The party to which a delinquent Reimbursement is owed may collect the delinquent Reimbursement and the accrued interest thereon by any action at law or in equity, and, in addition, may impose and foreclose the Non-payment Lien in the manner in which mechanic's liens are imposed and foreclosed under Indiana law. Any Owner which fails to tender a Reimbursement before it becomes delinquent shall be liable to the party to which the Reimbursement is owed for all costs that such party incurs in connection with (i) collecting the

Reimbursement and, the accrued interest thereon or (ii) foreclosing the Non-Payment Lien (including without limitation, attorney's fees and legal costs). Notwithstanding any provision of this Section, (i) the Non-payment Lien shall be subordinate to any mortgage of record that is held by a mortgagee which is not an affiliate of or related to the Owner, (ii) this Declaration shall not impose any obligation or liability on any mortgagee until the mortgagee's interest in a Parcel ripens into fee simple ownership, and (iii) a mortgagee shall be liable for and obligated to pay only the Reimbursements which are allocable to a Parcel and incurred regarding a breach (including continuing breaches) occurring after the date on which (A) the mortgagee's interest in the Parcel ripens into fee simple ownership or (B) the mortgagee assumes possession of the Parcel, whichever first occurs. Upon the request of an Owner or the mortgagee of a Parcel, each Owner shall furnish the requesting Owner or mortgagee with information regarding (i) any delinquent Reimbursement and the accrued interest thereon and (ii) any Non-payment Lien on the Parcel. It is expressly intended that the non-liability of the mortgagees regarding certain Reimbursements (as set forth in the preceding sentence) is solely for the purpose of giving economic effect to the subordination of such Reimbursements to the sums owing to said mortgagees and is not intended as a release of any Owner's claim to such Reimbursements against breaching Owners.

Section 12. Taxes. The Owners and/or tenants (if obligated to do so pursuant to any lease) of the respective Parcels shall timely pay all real estate taxes and assessments, water, electrical and other related charges levied on their respective Parcels.

Section 13. Condemnation. In the event of condemnation by any duly constituted authority for a public or quasi public use of all or any part of any Parcel, that portion of the award attributable to the value of any land within the Development so taken shall be payable only to the Owner in fee or such owner's mortgagee, as the case may be, with respect to the portion condemned, and no claim thereon shall be made by the Owners of any other Parcel; provided, however all Owners of the Parcels may file collateral claims with the condemning authority, over and above the value of the land within the Common Areas so taken, to the extent of any damage suffered by them or their successors or assigns.

Section 14. Obstructions. No fences, barriers or other obstructions shall be erected or maintained in the Drainage Easements or Utility Easements or between any of the Common Areas of the Parcels except as shall be necessary, in the reasonable judgment of Declarant, to facilitate smooth and safe traffic flow between the Parcels and all fences, barriers, or other obstructions of any nature shall be installed or constructed only upon prior written consent of Declarant.

Section 15. Restrictions on the use of the Parcels. (a) The Parcels may be used only for lawful commercial retail purposes (except Parcels 15, 16 and 17 may be used for light manufacturing, industrial, warehouse or similar use or purpose approved by Declarant as provided herein) and for no other use or purpose whatsoever, subject to certain limitations and restrictions on the use of the Parcels, including, but not limited to, the following:

i) No use or operation will be made, conducted or permitted on or with respect to all or any part of the Parcels, which use or operation is obnoxious to or out of harmony with the development or operation of a first-class retail mixed use development, including but not limited to, the following: (1) any public or private nuisance; (2) any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness; (3) any obnoxious odor; (4) any noxious, toxic, caustic or corrosive fuel or gas; (5) any dust, dirt or fly ash in excessive quantities; (6) any unusual fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks; (7) any warehouse (but any area within a store or restaurant for the storage of goods intended to be sold at such store, restaurant or other business on a Parcel shall not be deemed to be a warehouse), assembly, manufacture, distillation, refining, smelting, agriculture or mining operations; (8) any automobile body and fender repair work or for the storage of any new or used motor vehicles, trailers, tractors, machinery or other similar equipment; (9) any nightclub, pub or other establishment with an excess of seventy-five percent (75%) of its total gross sales attributable to the sale of liquor, beer or wine (but a package liquor store shall be permissible); (10) for a playhouse, school (but a day care or similar facility shall be permissible), discos or musical dance reviews or flea market; (11) any mobile home or trailer court, labor camp, junk yard, stock yard or animal raising; (12) any drilling for and/or removal of subsurface substances; (13) any dumping of garbage, or refuse; (14) video stores whose gross floor area is in excess of five percent (5%) or gross sales is in excess of ten percent (10%) attributable to the display or sale of any X-rated or otherwise explicitly pornographic films or movies; (15) for topless/nude shows or massage parlors; or (16) for pornographic materials except for films or movies provided in (14); or (17) for the sale, storage or handling of any "hazardous" or "toxic" materials.

Section 16. Damage to Improvements. If the Improvements located on a Parcel are damaged or destroyed in whole or in part by fire or other casualty, the Owner (including Declarant) of such Parcel shall promptly (i) restore such Improvements to their condition immediately prior to such damage or destruction, (ii) demolish such Improvements and grade and landscape the Parcel in accordance with Construction Plans approved by the Declarant, or (iii) construct new Improvements in accordance with Construction Plans approved by Declarant.

Section 17. Construction Debris and Damage. Each Owner (including Declarant) shall conduct all site work and construction on such Owner's Parcel in a manner that prevents dirt and debris from accumulating beyond the boundary lines of the Parcel. Such Owner (including Declarant) shall be responsible for repairing and restoring any damage to any Common Areas, roadways, Drainage Easements, Utility Easements, Identification Signs or adjacent property caused by such Owner, its contractors or such contractor's subcontractors or suppliers or its or their agents or employees in connection with such site work or construction.

Section 18. Hazardous Materials. No Parcel shall be used for the manufacture, treatment, disposal or distribution of petroleum or petroleum products, radioactive, special,

hazardous or toxic substances, wastes, materials, constituents, pollutants or contaminants as defined by federal, state or local laws, statutes, ordinances, rules or regulations or any other substance subject to federal, state or local regulation as potentially injurious to public health or welfare ("Hazardous Materials"), nor shall any Parcel be used primarily for the business of reclaiming, recycling, storing or transferring Hazardous Materials without the approval of Declarant or the Association if established. No Hazardous Materials shall be placed, stored or used on any Parcel, other than Hazardous Materials of a nature and in amounts normally present in or on or used in connection with the operation of the business or industry being operated on the Parcel. To the extent any Hazardous Materials so permitted to be placed, stored or used on a Parcel are regulated by any federal, state or local law or regulation now or hereafter in effect, such Hazardous Materials shall be held, stored and used in compliance with such laws and regulations. No fuel, chemical or other storage tanks shall be installed on any Parcel without the approval of the Declarant. Notwithstanding the foregoing provisions of this Section 18, nothing herein shall be deemed to prohibit a motor freight firm or other transportation company that is the Owner or tenant of a Parcel from handling or transporting Hazardous Materials in the normal business operations of a motor freight/transportation company.

Section 19. Association. Declarant shall have the right (but not the obligation) at any time to establish an association to be known as Plainfield Park Owners Association, Inc. (the "Association") for the responsibility described herein. Until Association is established all of the responsibility described herein shall be performed by Declarant and Declarant may collect assessments for the Expenses (as hereinafter defined). References to Owners, Parcels or Owners of a Parcel in this Section 19 shall include Owners of a Parcel constituting part of the Real Estate or the Additional Real Estate.

(a) The members of the Association shall consist of Declarant (for so long Declarant owns any undeveloped real estate constituting a part of the Real Estate, unless Declarant sooner relinquishes such membership as hereinafter provided) and each Owner of a Parcel (including Declarant, if Declarant is also the Owner of a Parcel). Each Owner of a Parcel (including Declarant) shall automatically upon becoming an Owner become a member of the Association and shall remain a member of the Association until such ownership ceases. Where more than one person or entity constitutes the Owner of a Parcel, all such persons or entities shall be members of the Association, but the voting rights with respect to the Parcel owned by such co-owners shall be exercised as a unit in such manner as the co-owners shall determine among themselves.

(b) The Association shall have two classes of membership:

(i) Class A Members. Class A Members shall be all Owners of Parcels on the Real Estate and Additional Real Estate (including Declarant, if Declarant is the Owner of any Parcel(s)).

(ii) Class B Member. The Class B Member shall be Declarant. The Class B membership shall terminate on the earlier of (x) the date Declarant does not own any undeveloped real estate constituting a part of the Real Estate, (y) if the interest of Declarant in the Real Estate becomes vested with any financial institution, bank, commercial lending institution or other similar lending entity whose primary business is not developing real estate and such entity does not own fifty percent (50%) of the Real Estate or (z) the date Declarant advises the Association in writing that it is relinquishing its Class B membership.

(c) Each class of membership shall have the respective voting rights set forth in this Section 19(c):

(i) Until the Class B membership has terminated as provided in the foregoing Section 19(b), the Class B member shall exercise all voting rights with respect to any matter submitted to a vote of the membership of the Association.

(ii) After the Class B membership has terminated as provided in the foregoing Section 19(b), the Class A members shall exercise all voting rights with respect to any matter submitted to a vote of the members of the Association. Such voting rights shall be allocated among the Class A members in the proportion that (i) the acreage of the Parcel to which such membership is appurtenant bears to (ii) the aggregate acreage of all Parcels in the Real Estate and Additional Real Estate.

(d) The Association shall have the following duties and responsibilities:

(i) to own and hold all Drainage Easements, Drainage Facilities, Utility Easements and Identification Signs and the land on which the same are located, conveyed to it by Declarant except as may be dedicated to a public or private entity;

(ii) unless the maintenance, repair or replacement is the responsibility of an Owner or public or private entity which assumes the maintenance responsibility therefor as provided in this Agreement, to maintain all Drainage Easements, Utility Easements, Parking Easements and Identification Signs in good condition and repair at all times and to make such repairs and/or replacements thereto or thereof as shall be necessary or appropriate for the continued use and operation thereof in such condition, including (without limitation) installing, maintaining and replacing any landscaping in connection therewith and to maintain or replace any landscaping previously installed in publicly-dedicated right-of-way or drainage easement or pond areas as such areas are shown on a recorded plat as the Association deems appropriate to maintain and promote the character of Plainfield Park as a first-class business park;

(iii) to procure and maintain general public liability insurance for the benefit of Declarant (for so long as Declarant owns any undeveloped acreage constituting a part

of the Real Estate), the Association, and all Owners insuring against claims for bodily injury, death or property damage occurring on, in or about all Common Areas, in such amount and with such deductible limits as the Association deems appropriate;

(iv) to fix, levy and collect assessments for Expenses as hereafter provided;

(v) to perform all of the responsibilities of Declarant under Section 10 at such time as Declarant does not own any undeveloped real estate constitutes part of the Real Estate or transfer the rights in writing under Section 10 to the Association;

(vi) to enforce the provisions of this Declaration and any rules and regulations promulgated by the Association from time to time; and

(vii) to promulgate and modify from time to time and at any time, such reasonable rules and regulations (not inconsistent with the provisions of this Declaration or the uses customarily associated with the buildings and improvements constructed on the Real Estate in accordance with Construction Plans approved as provided herein) regarding the use of the Drainage Easements, Utility Easements, Common Areas and Identification Signs as the Association deems necessary or advisable.

(e) "Expenses" means the following costs and expenses incurred by Declarant or the Association, as applicable: (i) costs and expenses incurred in performing its duties and responsibilities under the foregoing Section 19(d), (ii) all operating and management expenses, including (without limitation) fees for management services and professional fees for accountants, attorneys, architects and engineers, (iii) real estate and/or personal property taxes payable with respect to any real or personal property owned by the Declarant (excluding Parcels for sale or lease) or the Association, (iv) the cost of security services for Plainfield Park, if deemed necessary by the Association, (v) the amount paid for premiums for insurance in addition to the insurance required to be maintained pursuant to the foregoing Section 19(d), which Declarant or the Association deems necessary or appropriate to maintain, including (without limitation) officers' and directors' liability insurance, and (vi) such other costs and expenses as the Declarant or the Association deems necessary or appropriate to maintain Plainfield Park as a first-class business park; provided, however, that if Declarant or an affiliate of Declarant is employed as a property manager for Plainfield Park, the management fees payable to Declarant or such affiliate shall not exceed customary and reasonable amounts with third party management companies. Specifically excluded from expenses payable by the Owners or the Association are costs, expenses or liabilities (including without limitation any professional fees associated therewith) incurred in the construction of Declarant's initial development of Plainfield Park and each phase thereof, or the marketing or sale of any individual parcel, including, but not limited to: installation of landscaping, signs, light fixtures, roads, sidewalks, drainage systems or utilities, utility deposits, governmental permits or fees, engineering plans, reviews and fees, all other professional fees or performance or maintenance bonds. Except as otherwise provided herein or in the Declaration of Easements, Covenants and Restrictions

(industrial) being recorded contemporaneously herewith for the development of the Additional Real Estate, Expenses shall be allocated among all Owners (including Declarant) based on the proportion as of January 1 of each year of (y) the acreage of an Owner's Parcel to (z) the total acreage of the Real Estate and Additional Real Estate (excluding any area consisting of streets or rights-of-way);

(f) Declarant (for itself and on behalf of all subsequent Owners (including Declarant)) hereby covenants and agrees, and each subsequent Owner, by acceptance of (or succession to) title to all or any part of the Real Estate, shall be deemed to covenant and agree to pay all assessments for Expenses levied by Declarant or the Association, as applicable, that become due and payable during the period of time in which such Owner owns its Parcel. Such assessments, together with interest thereon and costs of collection thereof (including reasonable attorneys' fees), shall be the direct obligation of the Owner of such Parcel on the date the assessment becomes due and payable and shall also constitute a continuing lien on such Owner's Parcel, subordinate only to the lien of real estate taxes and assessments. When the Owner constitutes more than one person or entity, the liability for payment of the assessments shall be joint and several;

(g) On or before November 1 of each calendar year, the Declarant or Board of Directors of the Association, as applicable, shall estimate the Expenses for the ensuing calendar year and shall levy an assessment against each Owner (including Declarant) for such Owner's proportionate share (determined as provided in the foregoing Section 19(f)) of the estimated Expenses. The assessments so determined shall be billed to each Owner (including Declarant) on or about December 1 of the calendar year preceding the calendar year for which such assessment is made and shall be due and payable by such Owner within twenty (20) days after receipt by such Owner of the statement therefor. In the event the annual assessment for Expenses is inadequate to pay Expenses actually incurred or anticipated by Declarant or the Association during a calendar year, Declarant or the Board of Directors of the Association may levy supplemental assessments for each Owner's proportionate share (determined as provided in the foregoing Section 19(f)) of such additional Expenses, which supplemental assessments shall be due and payable by such Owner within twenty (20) days after receipt by such Owner of the statement therefor. On or before March 31 of each calendar year, the Declarant or Association shall furnish to each Owner a statement (the "Annual Statement") setting forth (i) the total Expenses actually incurred by the Association during the preceding calendar year, (ii) the Owner's proportionate share thereof (determined as provided in the foregoing Section 19(f)) and (iii) the amount, if any, by which such proportionate share of the total Expenses exceeds or is less than the assessments previously paid by such Owner (or its predecessor in title) with respect to such calendar year. To the extent the assessments previously paid by such Owner (or its predecessor in title) exceed the Owner's proportionate share of the total Expenses, the Declarant or Association shall refund such excess to Owner. To the extent the assessments previously paid by such Owner (or its predecessor in title) are less than the Owner's proportionate share of the total Expenses, the Owner shall pay the amount of the deficiency to the Declarant or Association within twenty (20) days after receipt of such Owner of such Annual

Statement, and such additional amount so payable shall be and constitutes a supplemental assessment. The failure by the Declarant or Association to make the annual assessments or furnish the Annual Statement on or before the applicable dates specified in this Section 19(g) shall not relieve an Owner from its obligation to pay its proportionate share of Expenses.

(h) Assessments for Expenses payable to the Association pursuant to this Section 19 shall be deemed to be delinquent if not paid within twenty (20) days after receipt by the Owner of the statement therefor. Delinquent assessments shall incur a five percent (5%) late charge to compensate the Association for the costs of collection in addition to those costs set forth below, and bear interest at the rate (the "Interest Rate") of four percent (4%) above the rate of interest announced or published by NBD Bank, N.A. (or any successor thereof) from time to time as its prime rate from the date such assessment is deemed delinquent until the date of payment. The Declarant or Association may collect delinquent assessments and the accrued interest thereon, together with costs of collection (including reasonable attorneys' fees and expenses), by an action at law or in equity against the Owner obligated for the payment of such delinquent assessment and/or by foreclosure of the lien therefor in the same manner as a mortgage. Assessments shall be due and payable by an Owner without relief from valuation and appraisal laws and with costs of collection, including reasonable attorneys' fees.

(i) Upon request by an Owner or mortgagee of a Parcel, the Declarant or Association shall provide such Owner or mortgagee with a certificate stating the amount, if any, of any unpaid assessments for Expenses constituting a lien against such Parcel. Such statement shall be binding on the Declarant or Association as of the date of such statement.

Section 20. Cessation of Construction. Upon commencement of construction of the Improvements on a Parcel, the Owner shall thereafter diligently prosecute the same to completion. If construction of the Improvements on any Parcel stops for more than ninety (90) days, the Owner of such Parcel, upon written demand of Declarant or the Association, shall remove, or cause to be removed, from the Parcel all construction materials, debris, trailers, equipment, signs and similar construction-related facilities, shall to the greatest extent possible restore the Parcel to an attractive condition and shall grade and seed the Parcel in accordance with Construction Plans approved by Declarant as provided herein. If construction remains stopped for six (6) months or more, and the Improvements on the Parcel are not completely enclosed (i.e., roof, walls, windows and doors), the Owner of such Parcel, upon written demand of Declarant or the Association, shall demolish the non-enclosed Improvements and shall grade and landscape the Parcel in accordance with Construction Plans approved by Declarant. If construction remains stopped for six (6) months or more and the Improvements on the Parcel are completely enclosed, the Owner, upon written demand of Declarant or the Association, shall grade, landscape, and maintain landscaping of the Parcel in accordance with Construction Plans approved by Declarant.

Section 21. Successor. If Declarant conveys its ownership interest in all of the Parcels that it owns at the time to a party which is an affiliate of Declarant, then Declarant's affiliate

shall be deemed for all purposes to be Declarant under this Declaration. If Declarant conveys its ownership interest in all of the Parcels that it owns at the time to any party which is not an affiliate of Declarant, then the Owner which owns in the aggregate more acreage in the Development than any other Owner (the "Major Owner") shall succeed to (i) all of the obligations and duties of Declarant under this Declaration and (ii) any rights or powers that Declarant assigns to the Major Owner, pursuant to Section 4 of this Declaration. On the date that the Major Owner succeeds to the obligations and duties of Declarant (the "Succession Date"), all of the easements created by this Declaration which are not limited to a defined or specified part of the Real Estate (by an additional instrument executed by Declarant pursuant to its reserved rights in Subsection 4(a) of this Declaration, by pictorial representation in documents, diagrams, or surveys that are made available to the Owners, by legal description or other description in documents or surveys that are made available to the Owners, by construction or installation or use (whether by Declarant or another Owner)) and all rights in and to any such easements which are not so defined or specified shall terminate and have no further force and effect. A document, diagram or survey shall be deemed to have been made available to the Owners if the document, diagram or survey is (i) recorded in the Office of the Recorder of Hendricks County, Indiana, or (ii) made available for inspection by the Owners during regular business hours at 8440 Woodfield Crossing, Suite 210, Indianapolis, IN 46240, or at such other place as Declarant, from time to time and at any time, may designate in writing. References in this Declaration to "Successor" shall be deemed to mean the party that succeeds to the duties and obligations of Declarant under this Declaration (whether an affiliate of Declarant or the Major Owner). All references in this Declaration to "Owner(s)" shall be deemed to include Declarant.

Section 22. Severability. The invalidity or unenforceability of any covenant, condition, term or provision in this Declaration shall not affect the validity and enforceability of any other covenant, condition, term or provision.

Section 23. Amendments. From time to time and at any time, (i) after the Declarant owns none of the Parcels the Owner(s) which own in the aggregate fifty percent (50%) or more of the acreage in the Development (the "Majority Owners") may modify this Declaration if the modification does not unreasonably interfere with the lawful and intended use of any Parcel or materially diminish the fair market value of any Parcel, and (ii) the Owners otherwise may modify this Declaration in an unanimous written consent executed by all of the Owners; provided that (i) no modification pursuant to this Section shall be enforceable against or binding upon any party until the Amendment is recorded in the Office of the Recorder of Hendricks County, Indiana, (ii) no Party in Interest shall have the right or power to prohibit any modification of this Declaration pursuant to this Section and (iii) no modification of Section 19 of the Declaration may be made without the Owners which own in the aggregate fifty percent (50%) or more of the acreage in the Real Estate and Additional Real Estate. Declarant may modify this Declaration at any time if the modification relates to any Parcels which are then owned by Declarant.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration on this 27 day of May, 1996.

PLAINFIELD PLACE, LLC, an
Indiana limited liability company

BY: EquiCor Development, Inc.,
Member

By: Greg M. Small
Greg M. Small, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Greg M. Small, the President of EquiCor Development, Inc., an Indiana corporation, a Member of Plainfield Place, LLC, an Indiana limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing Declaration of Covenants, Restrictions and Cross-Easements for and on behalf of said corporation, for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 21st day of May, 1996.

[Signature]
Notary Public

Jeffrey A Abrams
Printed Name

I am a resident of Marion
County, Indiana

My Commission Expires:
9/2/96

This instrument was prepared and should be returned after recording to Jeffrey A. Abrams, Dann Pecar Newman & Kleiman, One American Square, Box 82008, Indianapolis, IN 46282.

EXHIBIT "A"

TRACT A:

A part of the West half of the Southwest fractional quarter of Section 6, Township 14 North of Range 2 East, bounded and described as follows, to-wit: Beginning at a point on the East line of said half quarter 69.762 rods South of the Northeast corner thereof; and running thence South on said line to the Southeast corner thereof; thence West on the South line of said half quarter 58.51 rods to the Southwest corner thereof; thence North on the West line of said half quarter to a point which is 74.064 rods South of the Northwest corner thereof; thence North 85 degrees East 58.27 rods to the place of beginning, containing 34 acres, more or less.

TRACT B:

A part of the Southeast quarter of Section 1, Township 14 North of Range 1 East, and described as follows, to-wit:

Beginning at a point on the East line of said quarter Section, which is 77.31 rods South of the Northeast corner thereof; and running thence West 158.37 rods to the West line of said quarter section; thence South on said line 85.6 rods to the Southwest corner thereof; thence East on the South line of said quarter Section 159.48 rods to the Southeast corner thereof; thence North on the East line of said quarter Section to the place of beginning, containing 84 acres, more or less.

EXCEPT: A part of Section 1, Township 14 North of Range 1 East in Guilford Township Hendricks County, Indiana, being more particularly described as follows, to-wit:

Commencing at the point of intersection of the centerline of the right of way for State Road 267, as now located and established and the centerline of County Road 600 South as now located and established; running thence North 85 degrees 15 minutes 00 seconds East upon and along the centerline of said County Road 600 South a distance of 150.59 feet to a point; running thence North 04 degrees 45 minutes 00 seconds West a distance of 23.77 feet to the POINT OF BEGINNING (said point being on the North right of way line of County Road 600 South and the Easterly right of way line of State Road 267); running thence North 85 degrees 15 minutes 00 seconds East upon and along the North right of way line of County Road 600 South a distance of 185.00 feet to a point; running thence North 04 degrees 45 minutes 00 seconds West a distance of 200.00 feet to a point; running thence South 85 degrees 15 minutes 00 seconds West and parallel with the North

right of way line of County Road 600 South a distance of 215.287 feet to a point on the East right of way line of said State Road 267; running thence South 03 degrees 24 minutes 00 seconds East upon and along said East right of way line of State Road 267 a distance of 164.272 feet to a point; running thence South 48 degrees 25 minutes 32 seconds East upon and along the East right of way line of State Road 267 a distance of 49.461 feet to the POINT OF BEGINNING. Containing 0.985 acres more or less.

ALSO EXCEPT:

A part of the Southeast Quarter of Section 1, Township 14 North, Range 1 East, Hendricks County, Indiana, described as follows: Beginning North 85 degrees 53 minutes 00 seconds East 16.56 feet (along the south line of said quarter section) and 24.85 feet northerly (parallel with the west line of said quarter section) from the Southwest corner of said quarter section which point of beginning is the intersection of the east boundary of County Road 850 E with the North boundary of County Road 600S; thence Northerly 1,387.14 feet along the east boundary of County Road 850E to the north line of the owners' land; thence North 86 degrees 06 minutes 00 seconds East 18.67 feet along said north line; thence Southerly 348.61 feet along an arc to the left having a radius of 5,614.58 feet and subtended by a long chord having a bearing of South 0 degrees 59 minutes 17 seconds East and a length of 348.55 feet; thence South 2 degrees 46 minutes 00 seconds East 199.54 feet; thence South 9 degrees 36 minutes 34 seconds East 251.79 feet; thence South 4 degrees 04 minutes 34 seconds West 251.79 feet; thence South 02 degrees 46 minutes 00 seconds East 300.00 feet; thence South 48 degrees 36 minutes 55 seconds East 48.78 feet to the north boundary of County Road 600S; thence South 85 degrees 53 minutes 00 seconds West 131.77 feet along said North boundary to the point of beginning and containing 1.875 acres, more or less.

The foregoing tracts of real estate are also described as follows:

Part of the Southeast Quarter of Section 1, Township 14 North, Range 1 East and part of the West Half of the Southwest Quarter of Section 6, Township 14 North, Range 2 East all of the Second Principal Meridian in Hendricks County, Indiana being described as follows:

Commencing at a 3/4 inch iron pipe at the Northeast corner of said Southeast Quarter of Section 1; thence on an assumed bearing of South 00 degrees 58 minutes 57 seconds East along the east line thereof a distance of 54.55 feet to a drill hole in a stone at the Northwest corner of the Southwest Quarter of the aforesaid Section 6; thence continuing along said east line South 01 degrees 02 minutes 01 seconds East a distance of 1222.06 feet (74.064 rods) to the Point of Beginning; thence North 84 degrees 32 minutes 31 seconds East a distance of 961.66 feet to a point on the east line of the West Half of the Southwest Quarter of said Section 6 distant 1151.07 feet (69.762 rods) south of a

capped rebar (Ross O. Holloway, L.S.) at the Northeast corner thereof; thence South 01 degrees 18 minutes 44 seconds East along said Half-Quarter line a distance of 1566.64 feet to an iron pipe at the southeast corner thereof; thence South 87 degrees 59 minutes 35 seconds West along the south line of said Half-Quarter a distance of 966.55 feet to a 1 inch iron pipe at the southwest corner thereof; thence North 01 degrees 02 minutes 01 seconds West along the west line of said Southwest Quarter a distance of 102.96 feet to a 2 inch iron pipe at the southeast corner of the Southeast Quarter of the aforesaid Section 1; thence South 85 degrees 51 minutes 20 seconds West along the south line of said Southeast Quarter a distance of 1325.71 feet to a stone at the southwest corner of the southeast Quarter of the Southeast Quarter of said Section 1; thence South 85 degrees 19 minutes 12 seconds West continuing along the south line of said Southeast Quarter of Section 1 a distance of 991.23 feet to a point on the southerly extension of the east line of the tract of land described in a deed to Shell Oil Company (Deed Record 212, page 491 in the Office of the Recorder of Hendricks County, Indiana); thence North 04 degrees 40 minutes 48 seconds West along said southerly extension a distance of 23.77 feet to the southeast corner of said Shell tract; thence continuing North 04 degrees 40 minutes 48 seconds West along the east line of said Shell tract a distance of 200.00 feet to the northeast corner thereof; thence South 85 degrees 19 minutes 12 seconds West parallel with the south line of said Southwest Quarter and along the north line of said Shell tract a distance of 214.90 feet to the east right of way line of State Road 267 per Indiana State Highway Commission plans for Project No. S-551 (9), sheet 15 of 175 (dated 1965); thence the following five courses along said right of way line, North 03 degrees 12 minutes 59 seconds West a distance of 134.71 feet; thence North 03 degrees 37 minutes 35 seconds East a distance of 251.79 feet; thence North 10 degrees 03 minutes 33 seconds West a distance of 251.79 feet; thence North 03 degrees 12 minutes 59 seconds West a distance of 199.55 feet to the point of curvature of a curve having a radius of 5614.58 feet, the radius point of which bears North 86 degrees 47 minutes 01 seconds East; thence Northerly along said curve an arc distance of 349.31 feet to a point on a line, the west endpoint of said line being on the west line of said Southwest Quarter and distant 1412.40 feet (85.6 rods) north of the southwest corner thereof and the east endpoint of said line being on the east line of said Southwest Quarter and distant 1275.61 feet (77.31 rods) south of the northeast corner thereof; thence North 85 degrees 38 minutes 55 seconds East along said line a distance of 2580.23 feet to a point on the east line of said Southwest Quarter distant 1275.61 feet (77.31 rods) south of the northeast corner thereof; thence South 01 degrees 02 minutes 01 seconds East along said east line a distance of 1.00 feet to the POINT OF BEGINNING. Containing 115.238 acres, more or less,

AND EXCEPT THE FOLLOWING THREE PARCELS

50.404 Acre Tract
Plainfield Park
March 13, 1996

A part of the Southeast Quarter of Section 1, Township 14 North, Range 1 East, and a part of the Southwest Quarter of Section 6, Township 14 North, Range 2 East, located in Guilford Township, Hendricks County, Indiana, being bounded as follows:

Commencing at the Northeast Corner of the Southeast Quarter of said Section 1; thence South 00 degrees 58 minutes 57 seconds East (assumed bearing) along the East Line of said Southeast Quarter Section 54.55 feet to the Northwest Corner of the Southwest Quarter of said Section 6; thence South 01 degree 02 minutes 01 second East along the West Line of said Southwest Quarter Section 1,221.06 feet to the POINT OF BEGINNING of this description, said point also being the point of beginning of a 27.47 acre description (known as "Proposed Blocks 18 and 19") prepared by Richard H. Miller on December 29, 1995 (the following three courses are along the boundary of said 27.47 acre tract); 1) thence continuing South 01 degree 02 minutes 01 second East along the West Line of said Southwest Quarter Section 1.00 feet; 2) thence North 84 degrees 32 minutes 31 seconds East 961.66 feet to a point on the East Line of the West Half of the Southwest Quarter of said Section 6, said point lying 1,151.07 feet (69.762 rods) southerly of the Northeast Corner of the West Half of the Southwest Quarter of said Section 6; 3) thence South 01 degree 18 minutes 44 seconds East along the East Line of the West Half of the Southwest Quarter of said Section 6 a distance of 1,566.63 feet to the Southeast Corner of the West Half of the Southwest Quarter of said Section 6; thence South 87 degrees 59 minutes 35 seconds West along the South Line of the Southwest Quarter of said Section 6 a distance of 966.55 feet to the Southwest Corner of the Southwest Quarter of said Section 6; thence North 01 degree 02 minutes 01 second West along the West Line of the Southwest Quarter of said Section 6 a distance of 102.96 feet to the Southeast Corner of the Southeast Quarter of said Section 1; thence South 85 degrees 51 minutes 20 seconds West along the South Line of the Southeast Quarter of said Section 1 a distance of 238.05 feet; thence North 11 degrees 06 minutes 35 seconds West 616.49 feet to a point on the southern line of a 4.39 acre description (known as "Balance of Plainfield Parkway Right-of-Way") prepared by Richard H. Miller on February 19, 1996, said point being on a non-tangent curve that is concave to the southeast, said point lying North 25 degrees 44 minutes 28 seconds West 860.00 feet from the radius point of said curve; thence southwesterly along said curve 90.02 feet to a point, said point lying North 31 degrees 44 minutes 18 seconds West 860.00 feet from the radius point of said curve, said point also being on the southeasterly extension of the southwestern line of the aforesaid 27.47 acre description; thence North 31 degrees 44 minutes 18 seconds West along the southwestern line of said 27.47 acre tract and its southeasterly extension 933.21 feet to the northern line of said 27.47 acre tract; thence North 85 degrees 38 minutes 55 seconds East along the northern line of said 27.47 acre tract 903.25 feet to the POINT OF BEGINNING, containing 50.404 acres, more or less, and

EXHIBIT "C"

BOOK 154 PAGE 479

A part of the Southeast Quarter of Section 1, Township 14 North, Range 1 East and part of the Southwest Quarter of Section 6, Township 14 North Range 2 East all in Hendricks County, Indiana and being described as follows:

Commencing at the Southeast corner of said Southeast Quarter; thence South 85 degrees 51 minutes 20 seconds West along the south line thereof a distance of 1299.21 feet to the Point of Beginning which point is distant 26.50 feet east of the Southwest corner of the Southeast quarter of said Southeast Quarter Section, said point being on a curve having a radius of 940.00, the radius point of which bears North 21 degrees 24 minutes 08 seconds West; thence northeasterly along said curve an arc distance of 296.18 feet to a point bearing South 39 degrees 27 minutes 20 seconds East from the radius point; thence North 50 degrees 32 minutes 40 seconds East a distance of 663.44 feet to the point of curvature of a curve having a radius of 860.00 feet, the radius point of which bears South 39 degrees 27 minutes 20 seconds East; thence northeasterly along said curve an arc distance of 115.85 feet to a point which bears North 31 degrees 44 minutes 18 seconds West from the radius point; thence North 31 degrees 44 minutes 18 seconds West a distance of 83.17 feet; thence South 65 degrees 54 minutes 48 seconds West a distance of 32.20 feet to a non-tangent curve having a radius of 948.00 feet, the radius point of which bears South 33 degrees 40 minutes 00 seconds East; thence southwesterly along said curve an arc distance of 95.78 feet to a point bearing North 39 degrees 27 minutes 20 seconds West from the radius point; thence South 50 degrees 32 minutes 40 seconds West a distance of 449.52 feet; thence South 46 degrees 30 minutes 24 seconds West a distance of 168.15 feet to a non-tangent curve having a radius of 855.00 feet, the radius point of which bears North 40 degrees 30 minutes 28 seconds West; thence southwesterly along said curve an arc distance of 313.96 feet to a point bearing South 19 degrees 28 minutes 04 seconds East from the radius point; thence South 19 degrees 28 minutes 04 seconds East a distance of 86.43 to the Point of Beginning, containing 2.076 acres, more or less, and

1.32 Acre Tract
 Proposed Plainfield Parkway Right of Way
 Prepared by Richard H. Miller, Registered Land Surveyor - 860001
 December 29, 1995

Part of the Southeast Quarter of Section 1, Township 14 North, Range 1 East of the Second Principal Meridian in Hendricks County, Indiana being described as follows:

Commencing at a 3/4 inch iron pipe at the Northeast corner of said Southeast Quarter of Section 1; thence on an assumed bearing of South 00 degrees 58 minutes 57 seconds East along the east line thereof a distance of 54.55 feet to a drill hole in a stone at the Northwest corner of the Southwest Quarter of Section 6, Township 14 North, Range 2 East; thence continuing along said east line South 01 degrees 02 minutes 01 seconds East 1222.06 feet (74.064 rods); thence North 84 degrees 32 minutes 31 seconds East a distance of 961.66 feet to a point on the east line of the West Half of the Southwest Quarter of said Section 6 distant 1151.07 feet (69.762 rods) south of a capped rebar (Ross O. Holloway, L.S.) at the Northeast corner thereof; thence South 01 degrees 18 minutes 44 seconds East along said Half-Quarter line a distance of 1566.63 feet to an iron pipe at the Southeast corner thereof; thence South 87 degrees 59 minutes 35 seconds West along the south line of said Half-Quarter a distance of 966.55 feet to a 1 inch iron pipe at the Southwest corner thereof; thence North 01 degrees 02 minutes 01 seconds West along the west line of said Southwest Quarter a distance of 102.96 feet to a 2 inch iron pipe at the Southeast corner of the Southeast Quarter of the aforesaid Section 1; thence South 85 degrees 51 minutes 20 seconds West along the south line of said Southeast Quarter a distance of 1299.21 feet to the POINT OF BEGINNING; thence continuing South 85 degrees 51 minutes 20 seconds West along said south line a distance of 26.50 feet to a stone at the Southwest corner of the Southeast Quarter of said Section 1; thence South 85 degrees 19 minutes 12 seconds West along the south line of said Southeast Quarter a distance of 991.23 feet to a point on the southerly extension of the east line of the tract of land described in a deed to Shell Oil Company (Deed Record 212, Page 491 in the Office of the Hendricks County Recorder); thence North 04 degrees 40 minutes 48 seconds West along said southerly extension and along said east line a distance of 55.00 feet; thence North 85 degrees 19 minutes 12 seconds East parallel with the south line of said Southeast Quarter a distance of 777.44 feet to the point of curvature of a curve having a radius of 855.00 feet, the radius point of which bears North 04 degrees 40 minutes 48 seconds West; thence northeasterly along said curve an arc distance of 220.67 feet to a point which bears South 19 degrees 28 minutes 04 seconds East from said radius point; thence South 19 degrees 28 minutes 04 seconds East a distance of 86.43 feet to the POINT OF BEGINNING, containing 1.32 acres, more or less.

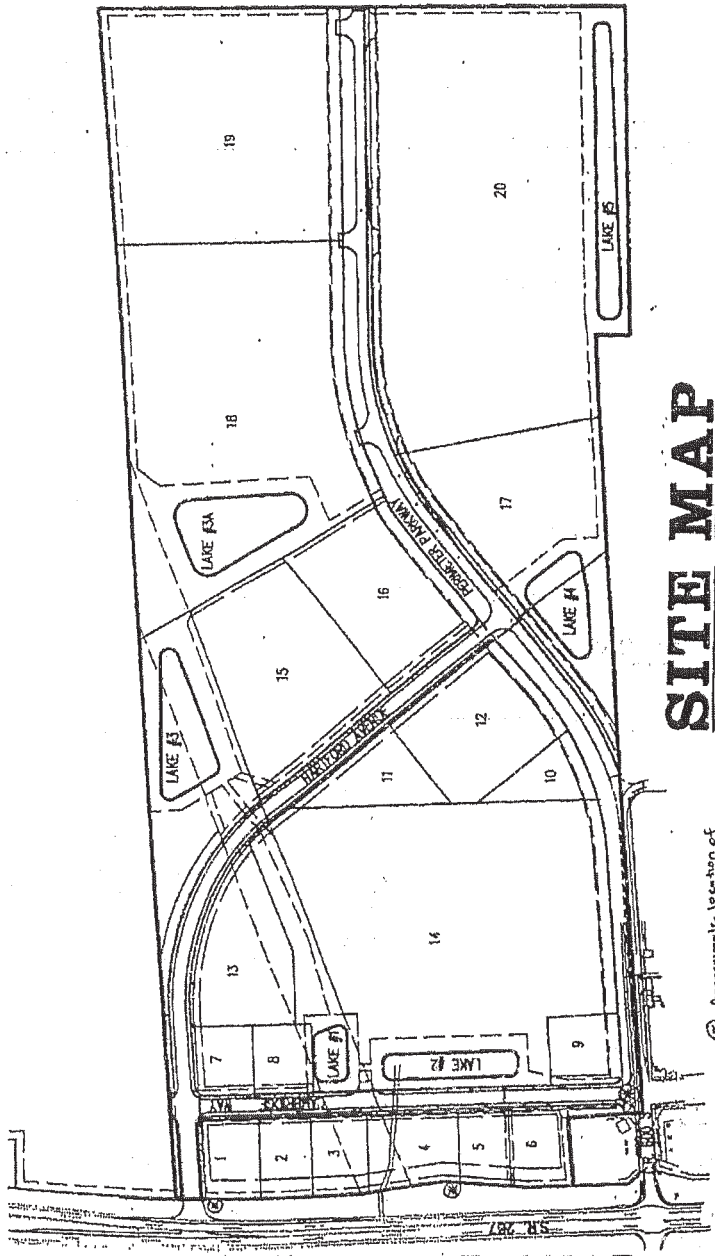
Lots Numbered Eighteen (18), Nineteen (19) and Twenty (20) in Plainfield Park, Section 2, an addition to the Town of Plainfield, Hendricks County, Indiana, as per plat thereof recorded June 4, 1996, in Plat Cabinet 3, Slide 184, Pages 1 & 2, in the Office of the Recorder of Hendricks County, Indiana.

EXHIBIT "B"

95/10/1996 16:47 3172728412

SCHNEIDER ENGR AVON

PAGE 04



SITE MAP
SCALE: 1"=300'

© Appropriate location of site

BOOK 154 PAGE 483

EXHIBIT "C"

FIRST AMENDMENT TO DECLARATION
OF COVENANTS, RESTRICTIONS AND CROSS-EASEMENTS

This First Amendment to Declaration of Covenants, Restrictions and Cross-Easements ("Amendment") executed as of this 27th day of February, 1997 by PLAINFIELD PLACE, LLC, an Indiana limited liability company, having its principal office at 8440 Woodfield Crossing, Suite 210, Indianapolis, IN 46240 (the "Declarant") and SCI DEVELOPMENT SERVICES INCORPORATED, a Delaware corporation ("SCI"), having its principal place of business at 14100 East 35th Place, Aurora, CO 80011.

W I T N E S S E T H:

WHEREAS, Declarant entered into that certain Declaration of Covenants, Restrictions and Cross-Easements ("Declaration") dated May 24, 1996 and recorded in the office of the Recorder of Hendricks County, Indiana on June 4, 1996, in Miscellaneous Record 154, Page 454; and

WHEREAS, under the terms of the Declaration, Declarant established certain parameters for the use and development of the Real Estate attached to the Declaration as Exhibit "A"; and

WHEREAS, SCI acquired from Declarant the Additional Real Estate as more particularly described in Exhibit "B" attached to the Declaration; and

WHEREAS, Declarant desires to modify certain provisions in the Declaration and SCI has agreed to the modification of such terms.

NOW, THEREFORE, Declarant and SCI hereby agree that the Declaration shall be amended as follows:

1. The first sentence in Section 9 is hereby amended by the addition of the following, at the end after "follows" and before ":

"unless modified, by obtaining Declarant's written approval"

2. Declarant's rights under Section 9 (i) to exercise its right to repurchase any Parcel shall terminate on May 24, 2001, provided that if Declarant provides the applicable notice prior to May 24, 2001, the closing may occur subsequent to May 24, 2001.

3. Section 20 is amended by the substitution of "twelve months or more, subject to Force Majeure (as hereafter defined)" for "six (6) months or more" in the 9th and 13th lines thereof.

4. An additional Section 24 entitled "Force Majeure" is hereby added to the Declaration as follows:

"Section 24. Force Majeure. The obligations under Section 20 shall be subject to an extension of Owner to perform its obligations in the event, but only so long as and

hjl\Small\PP-SCI.Dec

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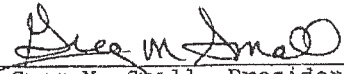
to the extent that the performance of any such obligation is prevented or delayed by act of God, fire, earthquake, flood, explosion, war, invasion, inability to procure or general shortage of labor, equipment, materials or supplies in the open market, strikes, lockouts, laws, orders of governmental or civil or military or naval authorities or any other cause not within the reasonable control of such Owner."

5. All capitalized terms herein shall have the same meaning as in the Declaration unless otherwise stated in this Amendment. All other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant and SCI have duly executed this First Amendment as of the date and year first above written.

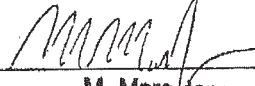
PLAINFIELD PLACE, LLC,
an Indiana limited liability company

By: EquiCor Development, Inc.,
Member

By: 

Greg M. Small, President

SCI DEVELOPMENT SERVICES INCORPORATED

By: 

M. Marc Jason
Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Greg M. Small, the President of EquiCor Development, Inc., an Indiana corporation, a Member of Plainfield Place, LLC, an Indiana limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing First Amendment to Declaration of Covenants, Restrictions and Cross-Easements for and on behalf of said corporation, for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 27th day of February, 1997.

Wanda L. Cummings

, Notary Public

County of Residence: Johnson

My Commission Expires: July 10, 2000

9700003806
Filed for Record in
HENDRICKS COUNTY IN
JOY BRADLEY
On 03-03-1997 At 09:38 am.
AMEND COVEN 16.00
Vol. 1 Pg. 1207 - 1209

STATE OF)
) SS:
COUNTY OF)

Before me, a Notary Public in and for the State of Indiana, personally appeared m. Marc Jason, the Vice President of SCI Development Services Incorporated, a Delaware corporation, who, having been duly sworn, acknowledged the execution of the foregoing First Amendment to Declaration of Covenants, Restrictions and Cross-Easements for and on behalf of said corporation.

Witness my hand and Notarial Seal this 19 day of February, 1997.

Joan Garcia

, Notary Public

County of Residence: Warrick

My Commission Expires: 12/1/98

This instrument was prepared and should be returned after recording to Jeffrey A. Abrams, Dann Pecar Newman & Kleiman, One American Square, Box 82008, Indianapolis, IN 46282.

9700012276
Filed for Record in
HENDRICKS COUNTY IN
JOY BRADLEY
On 05-20-1997 At 11:51 am.
AMEND COVEN 17.00
Vol. 14 Pg. 1287 - 1290

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, RESTRICTIONS AND CROSS-EASEMENTS**

This Second Amendment is executed this 31st day of March, 1997 by PLAINFIELD PLACE, LLC, an Indiana limited liability company ("Declarant") and MAPP, L.L.C., a Kentucky limited liability company ("MAPP").

W I T N E S S E T H:

WHEREAS, Declarant executed that certain Declaration of Covenants, Restrictions and Cross-Easements dated May 24, 1996 and recorded June 4, 1996 in Misc. Record 154, Page 454 in the office of the Recorder of Hendricks County, Indiana (the "Declaration"); and

WHEREAS, Declarant and SCI Development Services Incorporated have entered into that certain First Amendment to Declaration of Covenants, Restrictions and Cross-Easements dated February 27, 1997 and recorded March 3, 1997 as Instrument No. 97-3806; and

WHEREAS, MAPP has acquired Parcel 1 from Declarant; and

WHEREAS, Declarant and MAPP desire to further amend the Declaration, as amended.

NOW, THEREFORE, Declarant and MAPP hereby agree that the Declaration shall be amended as follows:

1. Section 3 (a) is hereby amended by the deletion of the Section therein and substitution therefor of the following:

"Section 3. Parking, Access and Sign Easements. (a) Declarant hereby declares, creates, makes and reserves appurtenant perpetual, nonexclusive, mutual and reciprocal parking and access easements for the benefit of Declarant and the Owners and the grantees, heirs, assigns and successors of Declarant and the Owners (the "Parking Easements"), each of which Parking Easements (i) shall be in, on, under, over, above, across and through the Common Areas ["Common Areas" shall mean those portions of Parcels 7-17 which are not from time to time improved with buildings, and which portions are intended for use as driveways, pedestrian ways,

2

sidewalks, parking areas, parking spaces, landscaping and for ingress and egress to and from public and private roadways] located on such Parcels which are intended for the purposes set forth below, (ii) shall include the rights of Declarant set forth in Section 4 of this Declaration, (iii) shall be subject to the limitations on the rights of Declarant set forth in Section 5 of this Declaration and (iv) shall be subject to subsequent limitation as provided in Section 6 of this Declaration. The Parking Easements and all rights in and to the Parking Easements are declared, created, made and reserved for the purposes of (i) providing access, ingress and egress by vehicular and pedestrian traffic to and from each of Parcels 7-17 from and to public streets and roadways, (ii) providing parking areas for the vehicles of the Owners, the occupants and tenants of all buildings in the Development (the "Tenants") and the invitees and licensees of all Owners and Tenants (the "Visitors") and (iii) providing lighting for convenient use of the parking areas, driveways and walkways by the Tenants and Visitors at night. The Parking Easements shall be subject at all times to the covenants in Section 8 of this Declaration regarding maintenance of parking areas, driveways and walkways."

2. Declarant agrees that in exercising any right to relocate any Utility Easement, Drainage Easement or Parking Easement under Section 4, Declarant shall obtain the approval of the Owner of the Parcel upon which such Utility Easement, Drainage Easement or Parking Easement is located, such approval not to be unreasonably withheld.

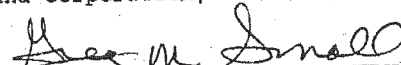
3. Section 3 (b) (i) is hereby amended by the deletion of "Parcels 1-2, 4 and 9" and by the substitution therefor of "Parcel 5".

4. Section 10 is hereby amended by the deletion of the penultimate sentence being "Each Owner shall provide for an access road at the west side of Parcels 1-6 for access between such Parcels in a manner consistent with the general road shown on Exhibit "B" attached hereto."

5. All other terms and conditions of the Declaration, as amended by the First Amendment, shall remain in full force and effect. Capitalized terms used herein shall have the same meaning given in the Declaration unless otherwise provided herein.

PLAINFIELD PLACE, LLC, an Indiana limited liability company

By: EquiCor Development, Inc., an Indiana corporation, Member

By: 
Greg M. Small, President

MAPP, L.L.C., a Kentucky limited liability company

By: David A. Bridges - General Counsel

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Greg M. Small, the President of EquiCor Development, Inc., an Indiana corporation, a Member of Plainfield Place, LLC, an Indiana limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing Second Amendment to Declaration of Covenants, Restrictions and Cross-Easements for and on behalf of said corporation, for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 31st day of March, 1997.

MICHAEL J. SIBBING, NOTARY PUBLIC
MARION COUNTY RESIDENT
COMMISSION EXPIRES - 3-7-00

[Signature]
Notary Public

Printed Name

My Commission Expires:

County of Residence:

AFTER RECORDING RETURN TO:
Marc C. Frankenstein
Commonwealth Land Title Ins.
Executive North Office Park
921 E. 86th St., Suite 110
Indianapolis, IN 46240
P.R. 9744835

4

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared David A. Sanders, the General Counsel of MAPP, L.L.C., a Kentucky limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing Second Amendment to Declaration of Covenants, Restrictions and Cross-Easements for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 31st day of March, 1997.

MICHAEL J. SIBBING, NOTARY PUBLIC
MARION COUNTY RESIDENT
COMMISSION EXPIRES - 3-7-00

[Signature]
Notary Public

Printed Name

My Commission Expires:

County of Residence:

This instrument prepared by: Jeffrey A. Abrams, Dann Pecar Newman & Kleiman, Attorneys at Law, 2300 One American Square, Indianapolis, IN 46282.

20020025509
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
08-05-2002 At 02:47 PM.
COVENANTS 18.00
OR Book 349 Page 394 - 396

2

**THIRD AMENDMENT TO DECLARATION OF
COVENANTS, RESTRICTIONS AND CROSS-EASEMENTS**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND CROSS-EASEMENTS ("Amendment:") is entered into this 30th day of July, 2002, by PLAINFIELD PLACE, LLC, an Indiana limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Restrictions and Cross-Easements dated May 24, 1996 and recorded in the office of the Recorder of Hendricks County, Indiana on June 4, 1996 as Instrument No. 96-11683 in Public Record 154, Page 454, as amended by First Amendment dated February 27, 1997 and recorded in said office on March 3, 1997, as Public Record 1, Page 1207, and by Second Amendment dated March 31, 1997 and recorded in said office on January 20, 1997 in Public Record 14, Page 1287 (collectively the "Declaration"); and

WHEREAS, Declarant has the authority to execute and record this Amendment under Section 23 as it relates to the Parcels owned by Declarant, which includes the real estate described in Exhibit "A" attached hereto.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant amends the Declaration, only as to the Parcels described in Exhibit "A" attached hereto as follows:

1. Any references to " a retail strip shopping center" in the Declaration is intended and shall hereafter also include any other commercial enterprises located on the Parcels.
2. In Section 1 entitled Utility Easements, the Utility Easements to be located across each Parcel are limited to areas where no buildings or other improvements are, or at any time are hereafter, constructed and shall not impede the Owners' ability to construct, develop and operate their respective Parcel.
3. In Section 3, the Parking Easements and Sign Easements are hereby deleted as it relates to the real estate described in Exhibit "A" attached hereto.
4. The rights of the Declarant under Section 4 shall not affect any Owners' ability to construct, develop and operate its Parcel and any rules and regulations shall be reasonable.
5. In Section 8 (i) any rules and regulations cannot materially affect the use of a Parcel by an Owner for its business.
6. In Section 9 (c), any such insurance need not insure Declarant or any other Owners or its tenants.

345

- 7. In Sections 9 (d), 9 (e) and 9 (h), any Landscaping Plan, Zoning Change or use shall not require the approval of Declarant at any time after Declarant no longer owns any interest in any Parcel.
- 8. In Section 9 (g), any Parcel which exceeds 25' may be approved by Declarant in its sole discretion.
- 9. In Section 13, the last three lines are hereby deleted.
- 10. In Section 16, the decision to perform any of the items is vested with the Owner of the Parcel.

All other terms and conditions of the Declaration shall remain in full force and effect.

PLAINFIELD PLACE, LLC,
an Indiana limited liability company

By: ETS Properties, Inc.,
an Indiana corporation, a Member

By: *E. Thomas Stafford*
E. Thomas Stafford, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

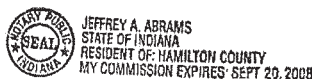
Before me, a Notary Public in and for said County and State, personally appeared E. Thomas Stafford, President of ETS Properties, Inc., an Indiana corporation, a Member of Plainfield Place, LLC, an Indiana limited liability company, who, being duly sworn, acknowledged the execution of the above and foregoing Third Amendment to Declaration of Covenants, Restrictions and Cross-Easements for and on behalf of said corporation, for and on behalf of said limited liability company.

Dated this 30th day of July, 2002.

Jeffrey A. Abrams
, Notary Public
(Printed)

My Commission Expires:

County of Residence:



This Instrument Prepared by: Jeffrey A. Abrams, Attorney at Law, Damm Pecar Newman & Kleiman, 2300 One American Square, Box 82008, Indianapolis, IN 46282.

EXHIBIT "A"

Part of Lots 11 and 13 in Plainfield Park, Section One, as per plat thereof recorded March 26, 1997 in Plat Cabinet 4, Slide 79, pages 1 and 2 and Slide 80, page 1, in the Office of the Recorder of Hendricks County, Indiana, described as follows:

Beginning at the southerly corner of said Lot 13 and also being the southeast corner of said Lot 11 said corner also being a point on a curve having a radius of 855.00 feet, the radius point of which bears North 18 degrees 15 minutes 27 seconds West; thence southwesterly along the south line of said Lot 11 and along said curve and arc distance of 34.17 feet to a "mag" nail which bears South 15 degrees 58 minutes 05 seconds East from said radius point, said point also being the southeast corner of Lot 11 of the First Replat of Plainfield Park, Section One, as per plat thereof recorded on December 18, 1997, in Plat Cabinet 4, Slide 166, pages 1 and 2 as amended by certificate of correction recorded in Public Record Volume 38, page 1739 in said Recorder's Office; thence North 21 degrees 36 minutes 31 seconds West along the east line of Lot 11 in said Replat a distance of 215.22 feet to a 5/8 inch rebar w/cap stamped Schneider Firm #0001" (hereafter referred to as "rebar") at the northeast corner thereof; thence North 50 degrees 32 minutes 40 seconds East a distance of 498.23 feet to a rebar on the east line of said Lot 13; thence South 39 degrees 27 minutes 20 seconds East along said east line a distance of 238.72 feet to the point of curvature of a curve having a radius of 25.00 feet, the radius point of which bears South 50 degrees 32 minutes 40 seconds West; thence southwesterly along said curve an arc distance of 39.27 feet to the south line of said lot, being at a point which bears South 39 degrees 27 minutes 20 seconds East from said radius point; thence South 50 degrees 32 minutes 40 seconds West along said south line a distance of 14.99 feet; thence South 46 degrees 30 minutes 24 seconds West along said south line a distance of 168.15 feet to the point of curvature of a curve having a radius of 855.00 feet, the radius point of which bears North 40 degrees 30 minutes 28 seconds West; thence southwesterly along said curve an arc distance of 332.03 feet to the POINT OF BEGINNING.



* 2 0 0 8 2 1 8 8 9 3 *

200821889

PAUL T. HARDIN
HENDRICKS COUNTY RECORDER
09/18/2008 03:14:23PM

Cross-Reference: Instrument Numbers 96-11683, 97-3806, 97-12276 and 2002-25503 recorded in the Office of the Recorder of Hendricks County, Indiana.

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND CROSS-EASEMENTS

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND CROSS-EASEMENTS (the "Amendment") is entered into this 16th day of September, 2008, by PLAINFIELD PLACE, LLC, an Indiana limited liability company (the "Declarant"). WITNESSES THAT:

Recitals

WHEREAS, the Declarant executed that certain Declaration of Covenants, Restrictions and Cross-Easements dated May 24, 1996, and recorded on June 4, 1996, as Instrument No. 96-11683, as amended by that certain First Amendment to Declaration of Covenants, Restrictions and Cross-Easements dated February 27, 1997, and recorded on March 3, 1997, as Instrument No. 97-3806, as amended by that certain Second Amendment to Declaration of Covenants, Restrictions and Cross-Easements dated March 31, 1997, and recorded on June 20, 1997, as Instrument No. 97-12276, and as amended by that certain Third Amendment to Declaration of Covenants, Restrictions and Cross-Easements dated July 30, 2002, and recorded on August 5, 2002, as Instrument No. 2002-25503, all in the Office of the Recorder of Hendricks, Indiana (collectively, the "Declaration");

WHEREAS, pursuant to Section 3(b)(i) of the Declaration, Declarant reserved a perpetual and nonexclusive easement in favor of Declarant in, on, over, across, under and through the entirety of the Real Estate for access to, use of and the erection, installation, relocation, maintenance, repair and replacement of signs identifying Plainfield Park and the Owners and tenants within Plainfield Park and/or providing other information regarding Plainfield Park and buildings therein and landscaping associated therewith, including without limitation, an area 30' x 30' on Parcel 5 in a location designated by Declarant;

WHEREAS, Declarant desires to modify the Declaration to include an area 30' x 30' on Parcel 3 of the Real Estate for the Identification Signs (as defined in the Declaration); and

345

WHEREAS, Declarant has the authority to execute and record this Amendment under Section 23 of the Declaration because the modifications and amendments contained herein relate to Parcel 3 which is owned by Declarant as of the date hereof.

Agreement

NOW, THEREFORE, Declarant, in accordance with the Declaration and in consideration of the premises, hereby amends and modifies the Declaration as follows:

1. Recitals. The foregoing Recitals are true and correct and incorporated as if fully set forth herein. All terms used in this Amendment (and not otherwise defined in this Amendment) shall have the meanings herein as in the Declaration.

2. Amendment to Declaration. Section 3(b)(i) is hereby amended by the deletion of "Parcel 5" and by the substitution thereof of "Parcel 5 and Parcel 3."

3. Effect of Covenants. All provisions of the Declaration, as the same may be modified and/or amended from time to time as therein provided, shall be covenants running with the land and shall be binding on all persons and entities from time to time having a right, title or interest in the Real Estate, or on any part thereof and on all persons claiming under them, as more particularly provided in the Declaration.

4. Declaration Continuous. Except as expressly modified and/or amended by this Amendment, the Declaration (as the same has been modified and/or amended) shall continue in full force and effect. In the event of any conflict between this Amendment and the Declaration, the terms and provisions of this Amendment shall control.

[The remainder of this page is intentionally left blank. Signature page(s) to follow].



200909411
PAUL T HARDIN
HENDRICKS COUNTY RECORDER
04/20/2009 08:31:30AM

Cross-Reference: Instrument Numbers 96-11683, 97-3806, 97-12276, 2002-25503 and 200821889 recorded in the Office of the Recorder of Hendricks County, Indiana.

FIFTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND CROSS-EASEMENTS

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND CROSS-EASEMENTS (the "Amendment") is entered into this 7th day of January, 2009, by **PLAINFIELD PLACE, LLC**, an Indiana limited liability company (the "Declarant"). WITNESSES THAT:

Recitals

WHEREAS, the Declarant executed that certain Declaration of Covenants, Restrictions and Cross-Easements dated May 24, 1996, and recorded on June 4, 1996, as Instrument No. 96-11683, as amended by that certain First Amendment to Declaration of Covenants, Restrictions and Cross-Easements dated February 27, 1997, and recorded on March 3, 1997, as Instrument No. 97-3806, as amended by that certain Second Amendment to Declaration of Covenants, Restrictions and Cross-Easements dated March 31, 1997, and recorded on June 20, 1997, as Instrument No. 97-12276, as amended by that certain Third Amendment to Declaration of Covenants, Restrictions and Cross-Easements dated July 30, 2002, and recorded on August 5, 2002, as Instrument No. 2002-25503, and as amended by that certain Fourth Amendment to Declaration of Covenants, Restrictions and Cross-Easements dated September 16, 2008, and recorded on September 18, 2009, as Instrument No. 200821889, all in the Office of the Recorder of Hendricks, Indiana (collectively, the "Declaration");

WHEREAS, pursuant to Section 3(b)(i) of the Declaration, Declarant reserved a perpetual and nonexclusive easement in favor of Declarant in, on, over, across, under and through the entirety of the Real Estate for access to, use of and the erection, installation, relocation, maintenance, repair and replacement of signs identifying Plainfield Park and the Owners and tenants within Plainfield Park and/or providing other information regarding Plainfield Park and buildings therein and landscaping associated therewith, including without limitation, an area 30' x 30' on Parcel 5 and Parcel 3 in a location designated by Declarant;

23-
HH6

WHEREAS, Declarant desires to modify the Declaration to include Parcel 4 as an area for the Identification Signs (as defined in the Declaration); and

WHEREAS, Declarant has the authority to execute and record this Amendment under Section 23 of the Declaration because the modifications and amendments contained herein relate to Parcel 4 which is owned by Declarant as of the date hereof.

Agreement

NOW, THEREFORE, Declarant, in accordance with the Declaration and in consideration of the premises, hereby amends and modifies the Declaration as follows:

1. Recitals. The foregoing Recitals are true and correct and incorporated as if fully set forth herein. All terms used in this Amendment (and not otherwise defined in this Amendment) shall have the meanings herein as in the Declaration.

2. Amendment to Declaration. Section 3(b)(i) is hereby amended by the deletion of "Parcel 5 and Parcel 3" and by the substitution thereof of "Parcel 3, Parcel 4 (which may include an area approximately 25' x 50' on Parcel 4 that is identified on Schedule I, attached hereto and incorporated herein) and Parcel 5."

3. Effect of Covenants. All provisions of the Declaration, as the same may be modified and/or amended from time to time as therein provided, shall be covenants running with the land and shall be binding on all persons and entities from time to time having a right, title or interest in the Real Estate, or on any part thereof and on all persons claiming under them, as more particularly provided in the Declaration.

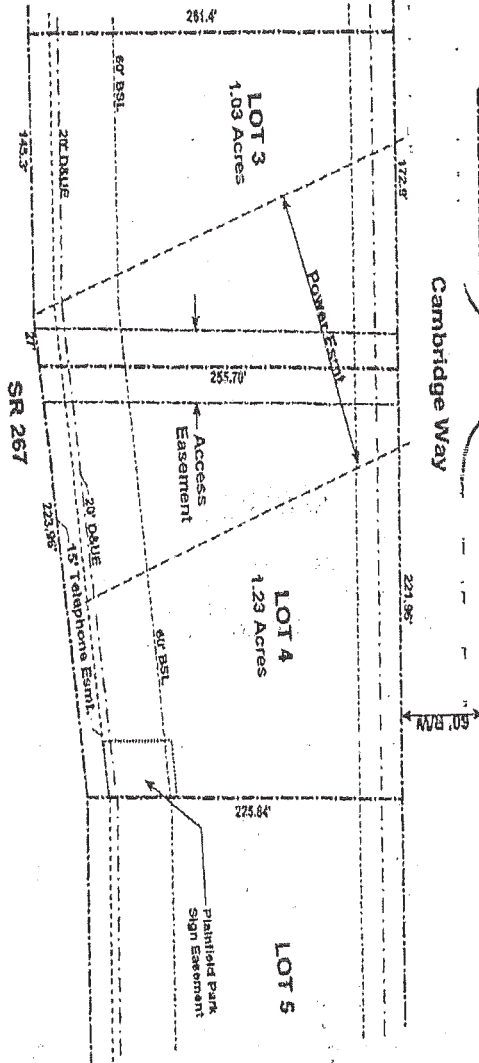
4. Declaration Continuous. Except as expressly modified and/or amended by this Amendment, the Declaration (as the same has been modified and/or amended) shall continue in full force and effect. In the event of any conflict between this Amendment and the Declaration, the terms and provisions of this Amendment shall control.

[The remainder of this page is intentionally left blank. Signature page(s) to follow].

SCHEDULE I

SIGN EASEMENT LOCATION PLAINFIELD PARK INTEGRATED CENTER SIGN EASEMENT AREA ON LOT 4

Scale: 1" = 50'



BDDDB01 5527273v1

DULY ENTERED FOR TAXATION

212-81-41E 400-006

BOOK 350 PAGE 564

JUN 1 2 1996

May One Hasselt
AUDITOR HENDRICKS COUNTY

9600012470
Filed for Record in
HENDRICKS COUNTY IN
JOY BRADLEY
On 06-13-1996 At 02:16 pm.
NCDE :00
Vol. 350 Page 564 -66

Key No. _____

Warranty Deed

Project: SR-267-32(3)
Code: 3478
Parcel: 1

This Indenture Witnesseth, that, PLAINFIELD PLACE LLC, AN INDIANA LIMITED LIABILITY COMPANY of Marion County, in the State of Indiana, CONVEYS AND WARRANTS, to the STATE OF INDIANA for and in consideration of One and No/100 Dollars (\$1.00) and the grant of Permit #CD15-95-65 by the Indiana Department of Transportation for a Commercial Driveway, the receipt whereof is hereby acknowledged, the following rights, easements, and interests in and to real estate situated in Hendricks County in the State of Indiana, to-wit:

For the purposes of establishing a limited access facility, the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as S.R. 267 and as Project SR-267-32(3)), to and from the owners abutting lands, along the lines described as follows:

Located in the Southeast Quarter of Section 1, Township 14 North, Range 1 East of the Second Principal Meridian in Hendricks County, Indiana, being described as follows:

Commencing at a 3/4 inch iron pipe at the Northeast corner of said Southeast Quarter of Section 1; thence on an assumed bearing of South 00 degrees 58 minutes 57 seconds East along the east line thereof a distance of 54.55 feet to a drill hole in a stone at the Northwest corner of the Southwest Quarter of Section 6 Township 14 North, Range 2 East; thence continuing along said east line South 01 degrees 02 minutes 01 seconds East a distance of 1222.06 feet; thence North 84 degrees 32 minutes 31 seconds East a distance of 961.66 feet to a point on the east line of the West Half of the Southwest Quarter of said Section 6 distant 1151.07 feet (69.762 rods) south of a capped rebar (Ross O. Holloway, L.S.) at the Northeast corner thereof; thence South 01 degrees 18 minutes 44 seconds East along said Half-Quarter line a distance of 1566.64 feet to an iron pipe at the Southeast corner thereof; thence South 87 degrees 59 minutes 35 seconds West along the south line of said Half-Quarter a distance of 966.55 feet to a 1 inch iron pipe at the Southwest corner thereof; thence North 01 degrees 02 minutes 01 seconds West along the west line of said Southwest Quarter a distance of 102.96 feet to a 2 inch iron pipe at the Southeast corner of the Southeast Quarter of the aforesaid Section 1; thence South 85 degrees 51 minutes 20 seconds West along the south line of said Southeast Quarter a distance of 1325.71 feet to a stone at the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 1; thence South 85 degrees 19 minutes 12 seconds West continuing along the south line of said Southeast Quarter of Section 1 a distance of 991.23 feet to a point on the southerly extension of the east line of the tract of land described in a deed to Shell Oil Company (Deed Record 212, Page 491 in the Office of the Hendricks County Recorder); thence North 04 degrees 40 minutes 48 seconds West

Interests in land acquired
for State Highway by the
Indiana Department of Transportation
100 North Senate Avenue
Indianapolis, IN 46204-2249

This Instrument Prepared By

Michael A. Hostetter
Attorney at Law

Project: SR-267-32(3)
Code: 3478
Parcel: 1
Page: 2

along said southerly extension a distance of 23.77 feet to the Southeast corner of said Shell tract; thence continuing North 04 degrees 40 minutes 48 seconds West along the east line of said Shell tract a distance of 200.00 feet to the Northeast corner thereof; thence South 85 degrees 19 minutes 12 seconds West parallel with the south line of said Southwest Quarter and along the north line of said Shell tract a distance of 214.90 feet to the east right of way line of State Road 267 per Indiana State Highway Commission plans for Project No. S-551(9), sheet 15 of 175 (dated 1965); thence the following four (4) courses along said right of way line, North 03 degrees 12 minutes 59 seconds West a distance of 134.71 feet; thence North 03 degrees 37 minutes 35 seconds East a distance of 251.79 feet; thence North 10 degrees 03 minutes 33 seconds West a distance of 181.29 feet to the Point of Beginning; thence continuing North 10 degrees 03 minutes 33 seconds West a distance of 20.14 feet to the Terminus.

Subject to all easements of record.

The above described access control line restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

Land and improvements \$ -0-; Damages \$ 1.00; Total consideration \$ 1.00

The grantor shall clear and convey free of all leases, licenses, or other interests both legal and equitable, and all encumbrances of any kind or character, in and under said land as conveyed.

It is understood between the parties hereto, and their successors in title, and made a covenant herein which shall run with the land, that all lands hereinbefore described (excepting any parcels specifically designated as easements or as temporary rights of way) are conveyed in fee simple and not merely for right of way purposes, and that no reversionary rights whatsoever are intended to remain in the grantor(s).

In Witness Whereof, the said grantor has hereunto set its hand and seal, this 22 day of April, 1996.

PLAINFIELD PLACE LLC AN INDIANA LIMITED LIABILITY COMPANY

Plainfield Place LLC (Seal) _____ (Seal)
by Equicor Development (Seal) _____ (Seal)
by E. Thomas Stafford (Seal) _____ (Seal)
Vice President (Seal) _____ (Seal)

STATE OF Indiana, MARION County, SS:

Before me, the undersigned, a Notary Public in and for said Indiana State, this 22 day of APRIL, 1996 personally appeared the within named PLAINFIELD PLACE LLC, an Indiana Limited Liability Company by Equicor Development Manager Mr. Greg by E. Thomas Stafford, grantor in the above conveyance, and acknowledged the same to be its voluntary act and deed, for the uses and purposes herein mentioned. I have hereunto subscribed my name and affixed my official seal.

12-4-96
My Commission Expires
HENDRICK
County of Residence

Julie L. Werner
Notary Public
JULIE L. WERNER
Printed Name

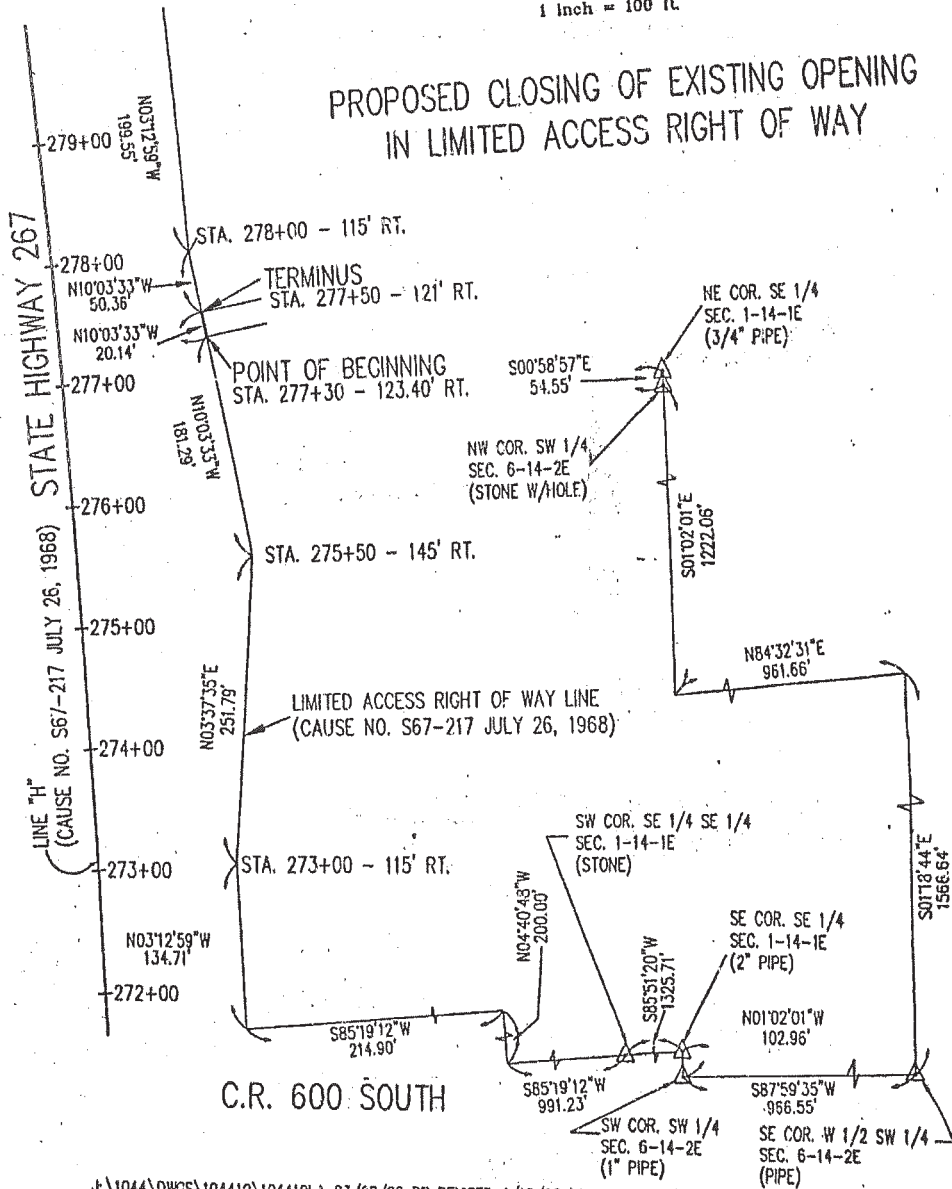
Indiana Department of Transportation
Hendricks County
Project SR-267-32 (3) Reference Project S-551(3)
Code 3478
Parcel 1
Driveway Permit CD15-95-65
Plainfield Place, LLC



GRAPHIC SCALE

1 inch = 100 ft.

PROPOSED CLOSING OF EXISTING OPENING IN LIMITED ACCESS RIGHT OF WAY

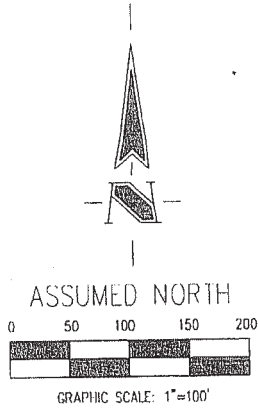
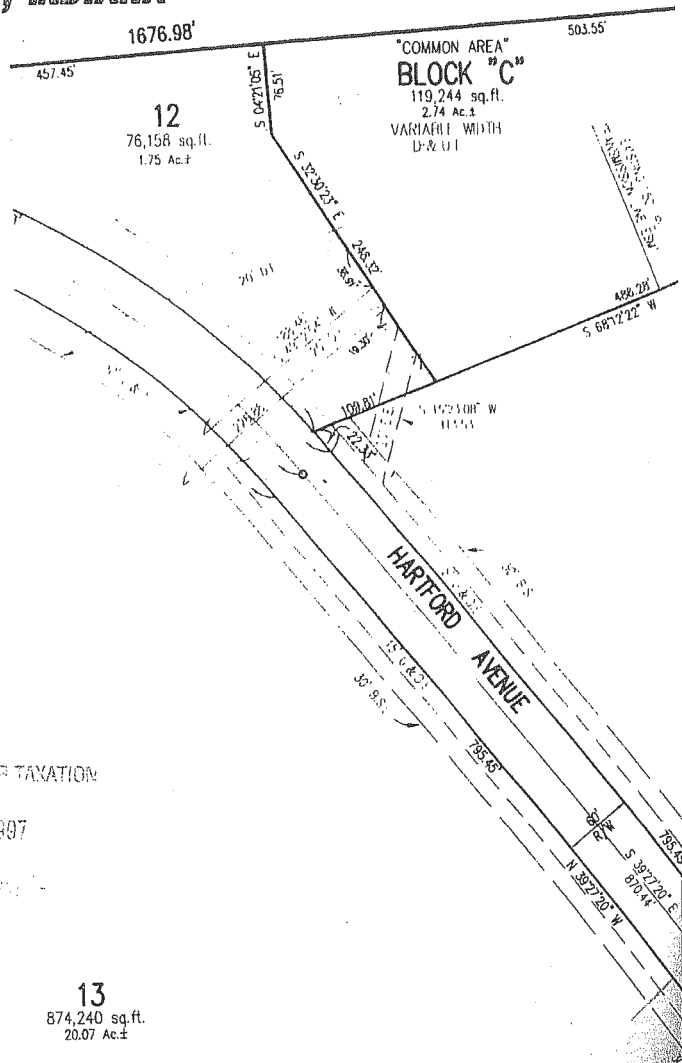


J:\1044\DWGS\104410\104410LA 03/28/96 BB REVISED 4/16/96 BB

PLAINFIELD PARK, SECTION ONE

SECTION 1 - TOWNSHIP 14 NORTH - RANGE 1 EAST

GUILFORD TOWNSHIP, PLAINFIELD, INDIANA



3-25-97

LEGEND

- D.E. DRAINAGE EASEMENT
- U.&D.E. UTILITY & DRAINAGE EASEMENT
- U.D.&S.C. UTILITY, DRAINAGE AND SANITARY SEWER EASEMENT
- B.S.L. BUILDING SETBACK LINE

○ DENOTES 5/8" DIAMETER X 6" LONG ALUMINUM ROD WITH 1 1/2" DIAMETER TAPERED ALUMINUM CAP STAMPED "SCHNEIDER-FIRM NO. 0001" TO BE SET FLUSH WITH FINISH STREET SURFACE.

PAID FOR TAXATION

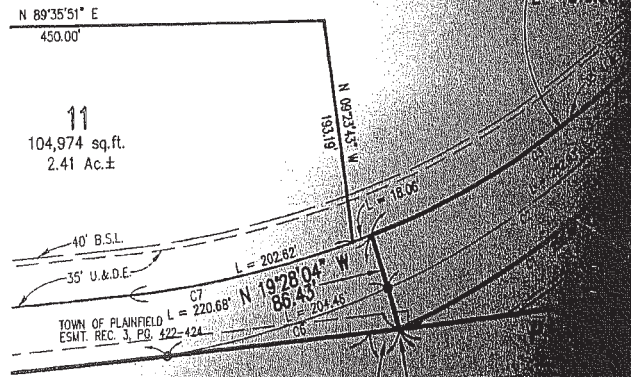
MAY 10 1997

13
874,240 sq. ft.
20.07 Ac.±

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	940.00'	296.18'	149.33'	294.96'	N 59°34'16" E	18°03'12"
C2	902.00'	282.93'	142.64'	281.77'	N 59°31'49" E	17°58'18"
C3	855.00'	313.97'	158.77'	312.21'	N 60°00'44" E	21°02'24"
C4	860.00'	205.85'	103.42'	205.36'	S 57°24'08" W	13°42'52"
C5	948.00'	95.78'	47.93'	95.74'	N 53°26'20" E	05°47'20"
C6	902.00'	204.46'	102.67'	204.03'	S 75°00'36" W	12°59'16"
C7	855.00'	220.68'	110.96'	220.07'	S 77°55'33" W	14°47'18"
C8	720.00'	689.84'	373.98'	663.76'	S 66°54'13" E	54°53'45"
C9	750.00'	718.58'	389.56'	691.41'	S 66°54'13" E	54°53'45"
C10	780.00'	747.33'	405.14'	719.07'	N 66°54'13" W	54°53'45"

Δ = 2102'24"
R = 855.00'
T = 158.77'
L = 313.97'



6646 East U.S. 30
Suite 500
Danville, Indiana 46122
317-272-0100
317-272-0412 Fax

Engineering
Surveying
GIS + LIS
Geology

Shared Entity with Bohlen, Meyer, Gibson & Associates, Incorporated

NW COR. LOT 18
PLAINFIELD PARK, SECTION TWO
(P.C. 3, SL. 184, PG. 1 & 2)

18

PLAINFIELD PARK, SECTION TWO
(P.C. 3, SL. 184, PG. 1 & 2)

14
397,694 sq. ft.
9.13 Ac.±

Δ = 05°47'20"
R = 948.00'
T = 47.93'
L = 95.78'

Δ = 13°42'52"
R = 860.00'
T = 103.42'
L = 205.85'

15
189,891 sq. ft.
4.36 acres

20

P.O.B. - 7.23 AC. PARCEL

SW COR. LOT 20
PLAINFIELD PARK, SECTION TWO
(P.C. 3, SL. 184, PG. 1 & 2)

"COMMON AREA"
BLOCK "D"
124,975 sq. ft.
2.87 acres
IRREGULAR
U.&D.E.

7.23 AC.

SE COR., SE 1/4,
SEC 1-14N-R1E
2" IRON PIPE

12°
00'
53"
18"

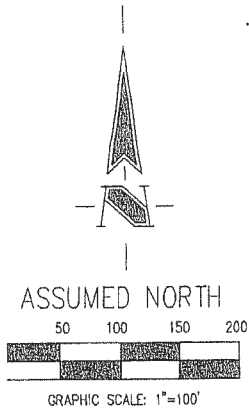
SOUTH LINE SE 1/4
SEC. 1-14N-1E
N 85°51'20" E
S 85°51'20" W

1061.16'
1299.21'

S 85°51'20" W
238.05'
N 01°02'01" W
102.96'

PARCEL

FINAL PLAN PLAINFIELD PARK, SECTION ONE SECTION 1 - TOWNSHIP 14 NORTH - RANGE 1 EAST GUILFORD TOWNSHIP, PLAINFIELD, INDIANA



LEGEND

- D.E. DRAINAGE EASEMENT
- U.&D.E. UTILITY & DRAINAGE EASEMENT
- U.D.&S.E. UTILITY, DRAINAGE AND SANITARY SEWER EASEMENT
- B.S.L. BUILDING SETBACK LINE

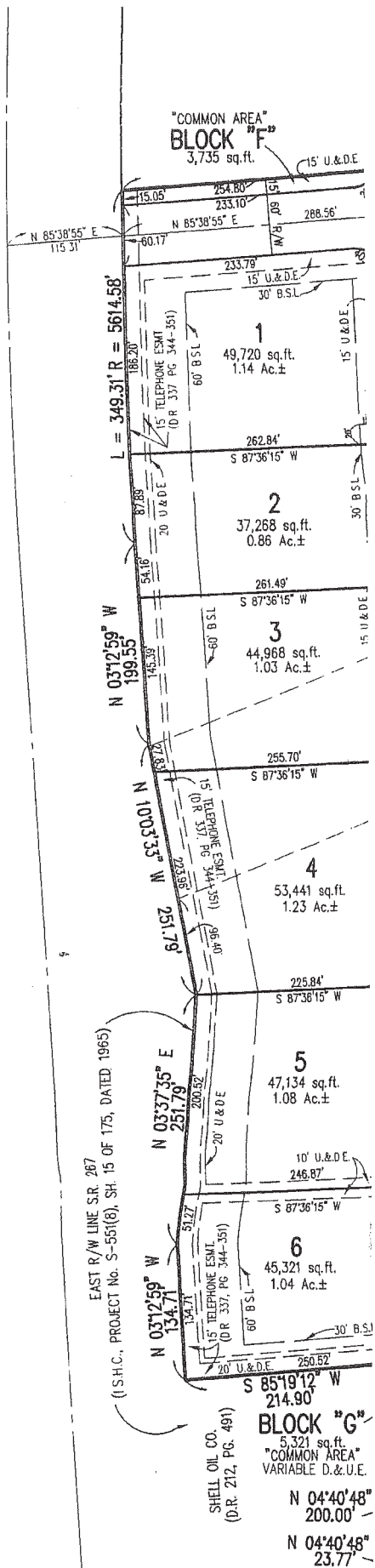
○ DENOTES 5/8" DIAMETER X 6" LONG ALUMINUM ROD WITH 1 1/2" DIAMETER TAPERED ALUMINUM CAP STAMPED "SCHNEIDER-FIRM NO. 0001" TO BE SET FLUSH WITH FINISH STREET SURFACE.



6845 East U.S. 36
Suite 500
Danville, Indiana 46122
317-272-0108
317-272-0412 Fax

Engineering
Surveying
GIS + LIS
Geology

Related Entity with Bohlen, Meyer, Gibson & Associates, Incorporated



200200025512
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
08-05-2002 At 02:47 PM.
EASEMENT 21.00
OR Book 349 Page 402 - 407

6

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

STORMWATER DRAINAGE EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, PLAINFIELD PLACE, LLC, an Indiana limited liability company (hereinafter referred to as "Grantor"), as the owner of a fee simple estate in Hendricks County, Indiana, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby GRANT, BARGAIN, SELL and CONVEY UNTO INN OF INDY, L.L.C., a Michigan limited liability company (hereinafter referred to as "Grantee"), its successors and assigns, a temporary non-exclusive easement in, under, over, upon and across the real estate located in Hendricks County, Indiana (said real estate hereinafter being referred to as the "Easement Area"), the legal description of all of which is as described in Exhibit "A" and shown on Exhibit "B", each is annexed hereto and made a part hereof, for the sole purpose of using, maintaining and repairing the stormwater drainage and retention facilities located in the Easement Area. Grantee shall maintain such facilities in the Easement Area in operating condition, which shall include grass cutting. In the event Grantor reasonably determines that Grantee is not so maintaining or repairing said facilities, Grantor shall give written notice to Grantee and Grantee shall have thirty (30) days from receipt of such notice to cure such unperformed work. If Grantee fails to cure such unperformed work, Grantor may perform the work and Grantee shall reimburse Grantor for the reasonable cost thereof within fifteen (15) days of receipt of an invoice. The parties hereto acknowledge that the Easement Area will continue to be utilized by Grantor and other parties (the "Beneficiaries") for stormwater drainage and retention.

wtz

2

It is understood and agreed that this Easement Agreement is solely for the purpose of granting to the Grantee a non-exclusive easement to use, maintain and repair said stormwater drainage facilities in the Easement Area. Grantee shall have the right to excavate and perform necessary work in, under, over, upon and across the surface of the Easement Area as and when required to use, maintain and repair said facilities. Grantee also shall have the right from time to time to cut and remove all trees, undergrowth and other obstructions within the Easement Area which may materially interfere with the repair and maintenance by Grantee. Grantor and the Beneficiaries shall have the absolute continuing right to make use of the stormwater drainage facilities located in the Easement Area. The maintenance and repair of the Easement Area by Grantee shall not adversely affect the use of the easement area by Grantor or the Beneficiaries.

Grantee hereby agrees to indemnify Grantor and Beneficiaries, their tenants, licensees, invitees, successors and assigns, from and against any and all damages, losses or claims related to Grantee's use, maintenance and repair of the Easement Area.

If any real estate is disturbed by Grantee at any time and from time to time in connection with using, maintaining and repairing said stormwater drainage easement facilities, Grantee shall repair and restore such real estate to substantially the same condition which existed immediately prior to any such disturbance, including, without limitation, the replacement of any trees, shrubs or landscaping. Any work done by Grantee upon or within the Easement Area shall be done in such a manner as will cause a minimum of interference with the business conducted by Grantor or the Beneficiaries, but nothing herein contained shall prevent or prohibit Grantee from performing any of its work during normal and customary daylight business hours.

3

Grantor does hereby covenant with Grantee that it is lawfully seized and possessed of the Easement Area and that it has good and lawful right to convey the same or any part thereof.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns.

It is agreed that this grant and release covers all the agreements between the parties and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement. Grantee agrees to terminate this Agreement or amend it to the extent Grantor or any municipality, private or public utility, installs subsurface facilities for storm water drainage which, in the opinion of the Schneider Corporation (engineers for Grantor and Grantee), are adequate to serve Grantee's hotel development and which have been approved by all municipal authorities for use by Grantee, and which the installer agrees to maintain for the benefit of Grantee.

IN TESTIMONY WHEREOF, the Grantor has executed this instrument this 30th day of July, 2002.

PLAINFIELD PLACE, LLC,
an Indiana limited liability company

By: ETS Properties, Inc.,
an Indiana corporation, Member


By: 
E. Thomas Stafford, President

4

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

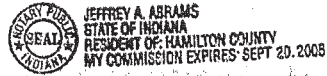
Before me, a Notary Public in and for said County and State, personally appeared E. Thomas Stafford, the President of ETS Properties, Inc., an Indiana corporation, a Member of Plainfield Place, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Stormwater Drainage Easement Agreement as his voluntary act and deed for and on behalf of said corporation, for and on behalf of said limited liability company.

Dated this 30th day of July, 2002.


Jeffrey A. Abrams, Notary Public

My Commission Expires:
9/20/08

County of Residence:
Hamilton



This instrument prepared by: Jeffrey A. Abrams, Attorney at Law, Dann Pecar Newman & Kleiman, 2300 One American Square, Box 82008, Indianapolis, IN 46282.

5

1044.024 BFC
07/29/02TEMPORARY DRAINAGE & CONSTRUCTION EASEMENT
PROPOSED LAND DESCRIPTION

Part of Lot 13 in Plainfield Park, Section One, as per plat thereof recorded on March 26, 1997, in Plat Cabinet 4, Slide 79, pages 1 and 2, and Slide 80, page 1; replat of Lots 9 and 10 and Part of Lots 11 and 13 recorded December 18, 1997 in Plat Cabinet 4, Slide 166, pages 1 and 2, in the Office of the Recorder of Hendricks County, Indiana, described as follows:

Commencing at the southerly corner of said Lot 13 and also being the southeast corner of said Lot 11 said corner also being a point on a curve having a radius of 855.00 feet, the radius point of which bears North 18 degrees 15 minutes 27 seconds West; thence southwesterly along the south line of said Lot 11 and along said curve an arc distance of 34.17 feet to a 5/8 inch diameter rebar with cap stamped "Schneider Eng. Firm #0001", (hereafter referred to as "rebar") which bears South 15 degrees 58 minutes 02 seconds East from said radius point, said point also being the southeast corner of Lot 11 of the First Replat of Plainfield Park, Section One, as per plat thereof recorded on December 18, 1997, in Plat Cabinet 4, Slide 166, Pages 1 and 2 as amended by certificate of correction recorded in Public Record Volume 38, Page 1739 in said Recorder's Office; thence North 21 degrees 36 minutes 31 seconds West along the east line of Lot 11 in said Replat a distance of 215.22 feet to a rebar at the northeast corner thereof and the POINT OF BEGINNING; thence North 39 degrees 27 minutes 20 seconds West 25.00 feet; thence North 50 degrees 32 minutes 40 seconds East 60.00 feet; thence South 39 degrees 27 minutes 20 seconds East 25.00 feet; thence South 50 degrees 32 minutes 40 seconds West 60.00 feet to the POINT OF BEGINNING, containing 1500 square feet, more or less.

Tuesday, July 30, 2002 6:50:06 AM P:\1044\024\docs\Temp Esmt Legal.doc

EXHIBIT "A"

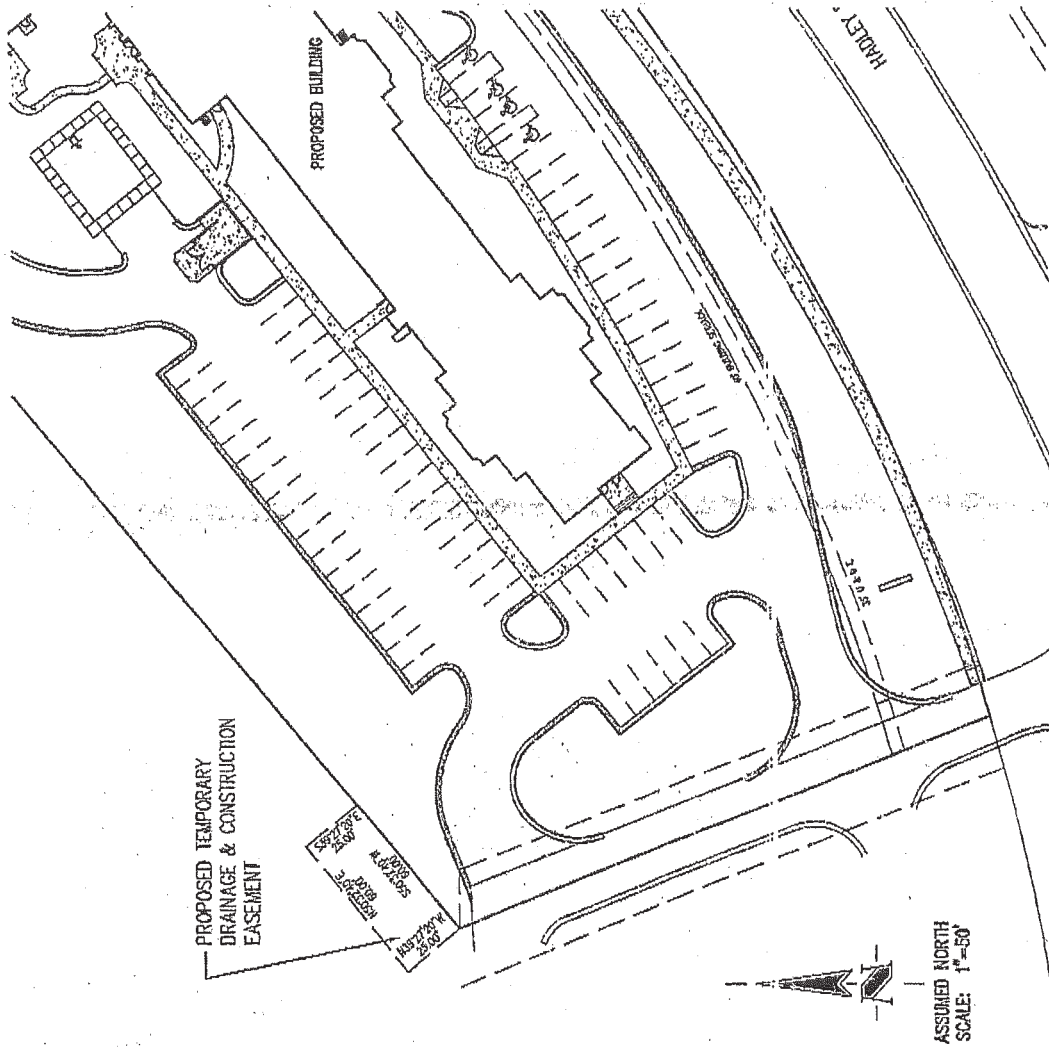


EXHIBIT 'B'

DULY ENTERED
FOR TAXATION

JAN 23 1998

Debbie Simpson
AUDITOR HENDRICKS COUNTY

5800001721
Filed for Record in
HENDRICKS COUNTY IN
JOY BRADLEY
On 01-26-1998 At 09:33 am.
DEED 24.00
Vol. 41 Pg. 625 - 632
21-2-01-41E 463-535, 536,
537, 539

21-2-01-41E 463-535, 536,
537, 539

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, That PLAINFIELD PLACE, LLC, an Indiana limited liability company ("Grantor"), CONVEYS AND SPECIALLY WARRANTS to C&M STEAKS, INC., an Indiana corporation ("Grantee"), having a post office address of P. O. Box 67, Shelbyville, IN 46176 for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following described real estate in Hendricks County, in the State of Indiana:

Lot Number 10 in the First Replat of Plainfield Park, Section One, as per plat thereof recorded in Plat Cabinet 4, Slide 166, Pages 1 and 2 in the office of the Recorder of Hendricks County, Indiana (the "Subject Property"),

together with a perpetual non-exclusive easement across the real estate described in Exhibit "B" and shown on Exhibit "C" for vehicular and pedestrian access, ingress and egress, reserving unto Grantor for the benefit of the real estate described in Exhibit "B" attached hereto ("Benefitted Property") a perpetual easement 15 feet wide across part of the Subject Property at the location described on Exhibit "D" attached hereto and shown on the First Replat of Plainfield Park (collectively the "Easement Area"), together with a temporary construction easement ten feet wide immediately adjacent to and west of the Easement Area on the Subject Property. Grantor, the fee owner of the Benefitted Property and their officers, members, employees, agents, contractors, customers, invitees, licensees, tenants, subtenants or concessionaires shall have the right to use the Easement Area for vehicular and pedestrian access, ingress and egress. In no event shall the Easement Area be used for the parking of motor vehicles. Grantor shall construct a roadway across the Easement Area in such form and in accordance with such plans and specifications determined by Grantor which may not comply with the standards of the Town of Plainfield for publicly dedicated streets. Such construction shall commence on or before April 1, 1998, and shall be substantially completed on or before August 1, 1998, subject to any delays which may be the result of any matters beyond the reasonable control of Grantor, including, without limitation, acts of God, meteorological elements, labor strikes and disputes, acts of war, war defense conditions, acts of public enemies, orders of government and governmental requirements and restrictions. Upon completion of any of the roadways, the Grantor shall have the right to cause the subsequent maintenance to be performed by any homeowner association ("Association") established pursuant to the Declaration described as item 7 on Exhibit "A" attached hereto and Grantee shall

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contribute its prorata share to any maintenance expenses as reasonably determined by the Association. Grantee shall cooperate with Grantor during the period that Grantor constructs a roadway and shall not interfere with any work being performed by Grantor. Grantor shall not be liable to Grantee for any interruption in the business of Grantee during the course of performing any of the work or any subsequent maintenance by the Association. This easement shall run with the land and be binding upon the successors and assigns of Grantee and inure to the benefit of the successors and assigns of Grantor.

This conveyance is made, and the Subject Property is, subject to the items and matters set forth on Exhibit "A" attached hereto and incorporated herein by reference.

The warranties of Grantor hereunder are limited to its own acts and deeds and those of persons claiming by, through and under Grantor, and not otherwise.

Grantor certifies that there is no Indiana gross income tax due or payable in connection with this conveyance.

The undersigned person executing this deed on behalf of Grantor represents and certifies that he is a duly elected officer of a Member of Grantor and has been fully empowered, by proper resolution of the Board of Directors of a Member of Grantor, to execute and deliver this deed; that Grantor has full company capacity to convey the Subject Property; and that all necessary company action for the making of such conveyance has been taken and done.

20th IN WITNESS WHEREOF, Grantor has caused this deed to be executed this day of January, 1998.

PLAINFIELD PLACE, LLC, an Indiana limited liability company

By: EquiCor Development, Inc., an Indiana corporation, Member

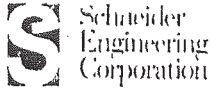
By: Greg M. Small
Greg M. Small, President

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EXHIBIT "A"

1. Taxes for the year 1997 due and payable in 1998, and all taxes thereafter.
2. Rights of the public for highway purposes in and to the south line of insured real estate lying within the bounds of County Road 600S.
3. Transmission Line Easement to Indianapolis Power and Light Company dated July 17, 1964 recorded August 14, 1964 in Miscellaneous Record 47, page 423 in the Office of the Recorder of Hendricks County, Indiana.
4. Terms and provisions of an Easement Agreement by and between Damon N. Jones and Patricia A. Jones as tenants in common and Plainfield Place, LLC for sanitary sewer system dated August 8, 1995, recorded September 13, 1995, in Miscellaneous Record 149, page 494 in the Office of the Recorder of Hendricks County, Indiana.
5. Permanent extinguishment of all rights and easements of ingress and egress to, from and across the limited access facility [to be known as State Road 267 and as Project S-551(8) and Project SR-267-32 (3)] to and from the land as set out in Deed to the State of Indiana recorded June 13, 1996 as Instrument No. 96-12470.
6. Terms and provisions of a Non-Exclusive Easement Agreement granted to Indiana Bell Telephone Company, Incorporated d/b/a Ameritech Indiana dated September 6, 1994 and recorded October 7, 1994 in Deed Record 337, Page 344 in the office of the Recorder of Hendricks County, Indiana.
7. Terms and provisions of a Declaration of Covenants, Restrictions and Cross-Easements by Grantor dated May 24, 1996 and recorded June 4, 1996 in Misc. Record 154, Page 454 as Instrument No. 96-11683, as amended by First Amendment to Declaration of Covenants, Restrictions and Cross-Easements dated February 27, 1997 and recorded March 3, 1997 as Instrument No. 97-3806 and Second Amendment to Declaration of Covenants, Restrictions and Cross-Easements dated March 31, 1997 and recorded June 20, 1997 as Instrument No. 97-12276, in the office of the Recorder of Hendricks County, Indiana.

8. Terms and provisions of a Declaration of Easements, Covenants and Restrictions by Grantor dated May 29, 1996 and recorded June 4, 1996 in Misc. Record 154, Page 423 as Instrument No. 96-11682, and First Amendment dated March 31, 1997 and recorded April 3, 1997 as Instrument No. 97-6258 in the office of the Recorder of Hendricks County, Indiana.
9. Rights of way, easements, building setback lines, restrictions and conditions set forth on the Final Plat Plainfield Park, Section One, recorded on March 26, 1997 in Plat Cabinet 4, Slide 79, Pages 1 and 2 and Plat Cabinet 4, Slide 80, Page 1, in the Office of the Recorder of Hendricks County, Indiana.
10. Matters shown on survey prepared by Richard H. Miller, Indiana Registered Land Surveyor No. 860001 for Schneider Engineering Corporation as Project No. 1044.008, dated July 29, 1997, certified on August 4, 1997 and last revised December 2, 1997.



6845 East U.S. 36 Suite 500
 Danville, Indiana
 46122
 317-273-0108
 317-272-0412 Fax

Engineering
 Surveying
 GIS - LIS
 Geology

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LAND DESCRIPTION

A strip of ground 37.0 feet wide by parallel lines being a part of Lot Number 13 in Plainfield Park, Section One, as per plat thereof recorded on March 26, 1997, in Plat Cabinet 4, Slide 79, pages 1 and 2, and Slide 80, page 1, in the Office of the Recorder of Hendricks County, Indiana, more particularly described as follows:

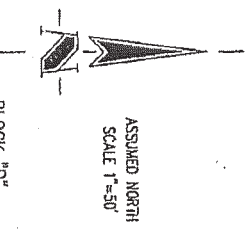
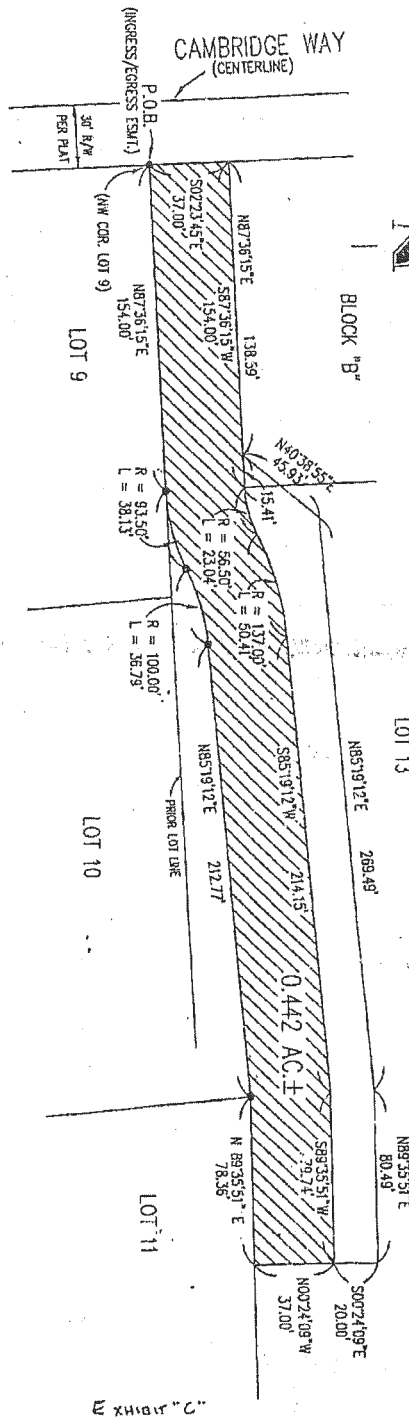
Beginning at the northwest corner of Lot Number 9 in said Plainfield Park, Section One marked by 5/8 inch rebar with yellow cap stamped "Schneider Engineering Firm # 0001" (hereinafter referred to as a "capped rebar"); thence North 87 degrees 36 minutes 15 seconds East along the north line of said Lot 9 a distance of 154.00 feet to a "capped rebar" at the point of curvature of a curve to the left having a radius of 93.50 feet, the radius point of which bears North 02 degrees 23 minutes 45 seconds West; thence northeasterly along said curve an arc distance of 38.13 feet to a "capped rebar" at the point of curvature of a reverse curve to the right having a radius of 100.00 feet, the radius point of which bears South 25 degrees 45 minutes 41 seconds East; thence northeasterly along said curve an arc distance of 36.79 feet to a "capped rebar" at a point which bears North 04 degrees 40 minutes 48 seconds West from said radius point; thence North 85 degrees 19 minutes 12 seconds East parallel with the South line of said Lot 9 a distance of 212.77 feet to a "capped rebar" on the north line of Lot Number 11 in said Plainfield Park, Section One; thence North 89 degrees 35 minutes 51 seconds East along said north line a distance of 78.36 feet; thence North 00 degrees 24 minutes 09 seconds West a distance of 37.00 feet; thence South 89 degrees 35 minutes 51 seconds West parallel with the North line of said Lot 11 a distance of 79.74 feet; thence South 85 degrees 19 minutes 12 seconds West a distance of 214.15 feet to the point of curvature of a curve to the left having a radius of 137.00 feet, the radius point of which bears South 04 degrees 40 minutes 48 seconds East; thence southwesterly along said curve an arc distance of 50.41 feet to the point of curvature of a reverse curve to the right having a radius of 56.50 feet, the radius point of which bears North 25 degrees 45 minutes 41 seconds West; thence southwesterly along said curve an arc distance of 23.04 feet to the southeast corner of Block "B" in said Plainfield Park, Section One which bears South 02 degrees 23 minutes 45 seconds East from said radius point; thence South 87 degrees 36 minutes 15 seconds West along the south line of said Block "B" a distance of 154.00 feet to the East right of way line of Cambridge Way in said Plainfield Park, Section One; thence South 02 degrees 23 minutes 45 seconds East along said East right of way line a distance of 37.00 feet to the Point of Beginning, containing 0.442 acres, more or less.

J:\1044\007\DOCS\REPLAT.WPD
 December 3, 1997 BB

EXHIBIT "B"

A Partnered Entity with Bohlen, Meyer, Gibson & Associates, Incorporated
 Offices in Indianapolis, Avon, Carmel and Lafayette, Indiana

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EASEMENT EXHIBIT
(37' INGRESS/EGRESS & UTILITY EASEMENT)

J:\1044\1007\DWG\REPLAT 11/28/97 BB

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EXHIBIT "D"

15 foot wide by parallel lines off the entire west side of the Subject Property described on page 1 of this Deed.