

**DETAILED DEVELOPMENT
STANDARDS**

THE PADDOCK AT SARATOGA

**A subdivision in the Town of Plainfield
Section 33, Township 15 North, Range 1 East
Hendricks County, Indiana**

DEVELOPER:

DAVIS HOMES, LLC
c/o CR WHITE DEVELOPMENT, LLC
510 FOX LANE
CARMEL, IN 46032
317-848-2830

ENGINEER:

BANNING ENGINEERING P.C.
MR. JEFFREY BANNING
698 TOWER ROAD, SUITE 100
PLAINFIELD, IN. 46168
317-839-2581

Plainfield Planning and Zoning
JAN 31 2002
DP BZA ILP Other Approved _____

DECEMBER 13, 2001
REVISED DECEMBER 19, 2001
REVISED JANUARY 18, 2002
REVISED JANUARY 31, 2002

The Paddock at Sarartoga is a proposed residential community designed to be compatible with the comprehensive plan and the Saratoga community. The property is approximately 41 acres and is located on the west side of Saratoga Parkway approximately 1/4 mile north of Main Street.

Per the PUD zoning the designated density is 2 to 5 units per acre. The comprehensive plan shows the area as Medium Density 3 to 5 units per acre. The proposed development, at this time, is planned for a density of approximately 3.7 units per acre.

Following are the standards that will be adhered to and any additional commitments:

DEVELOPMENT STANDARDS:

1. Minimum *Lot Area* – 7,500 square feet
2. Minimum *Lot Width* – 60 feet on perpendicular lots at building line (50 feet on curves and cul-de-sacs at building line)
3. Minimum *Lot Frontage* – 35 feet on a *Public Street* and gain direct *Access* from said *Public Street*.
4. Maximum *Lot Coverage* – 40 percent
5. *Minimum Yards and Building Setbacks* –
 - a. Front – a minimum *Front Yard* and *Building Setback* measured from the *Proposed Right-of-Way* shall be provided as follows:

<i>Primary Arterial Street:</i>	60 feet
<i>Secondary Arterial Street:</i>	40 feet
<i>Collector Street:</i>	30 feet
<i>Local Street / Cul-de Sac Street:</i>	25 feet
 - b. Side – a minimum *Side Yard* of 6 feet shall be providing along all *Side Lot Lines*.
 - c. *Aggregate Side* – a minimum *Aggregate Side Yard* of 12 feet shall be provided on all *Lots*.
 - d. Rear – a minimum *Rear Yard* shall be provided along all *Rear Lot Lines* as follows:
 - (1) Primary Building – 25 feet

6. *Maximum Building Height*
 - a. Primary Building – 35 feet
7. *Minimum Floor Area* – The minimum *Floor Area* of the *Primary Building*, exclusive of *Garage, Carport, Deck, Patio* and open *Porches*:
 - a. One Story *Building* – 1000 square feet minimum
 - b. Two or more Story *Building* – 1600 square feet
 - c. See additional commitments below for specific minimum floor area for certain lots
8. *Off-Street Parking* – each *Dwelling Unit* shall be provided with at least two (2) *Off-Street Parking Spaces*.

ADDITIONAL ARCHITECTURAL COMMITMENTS:

1. 75% of the homes within the subdivision will have 50% brick on the first floor front façade exclusive of windows, doors and gable ends.
2. Builder will not permit identical home elevations to be constructed on any adjoining lots within the community.
3. All windows on all sides of all homes in the community shall have window grids visually separating the windows into panes.
4. All Homes shall have window shutters on all front elevations.
5. The homes abutting Kensington Estates, Saratoga Parkway and future Concord Road shall have on the facade of the home facing Kensington Estates, Saratoga Parkway or the future Concord Road a minimum of two of the following items:
 - First Floor Brick Wainscot.
 - Window Shutters
 - Screened in or covered porch (min. 10' X 10")
 - Extended Kitchen or Breakfast area nook
 - Finished space "pop-out" or other Architectural corner break.
 - Bay, Box Plant or Transom Window
 - Exterior Chase Fireplace
 - Integrated covered storage area.
 - Elevated treated wood deck with decorative rail.
 - Roof overhangs, reverse gable roof or hip roof.
 - Decorative awnings attached to home.
 - Decorative Lattice Structure attached to home.

The lots that abut Kensington Estates, Saratoga Parkway and future Concord Road include lots 1 thru 7,10,11,20,21, 29 thru 38, 51 thru 57, 68 thru 75 and 77 thru 80 inclusive (40 lots) all as shown on the site plan as filed.

6. For lots 5 thru 7,10,11,20,21 and 29 thru 38 inclusive (17 lots) all as shown on the site plan as filed, there shall not be more than 8 two story homes constructed. Any ranch homes constructed on these lots shall be 1400 square feet in size or greater.
7. Lots 1 thru 4 inclusive, all as shown on the site plan as filed, will be reserved for Model or spec homes and or window lots. The developer will build at least one model home as a ranch of 1400 square feet or more to promote ranch homes along the border of Kensington Estates. The Models Homes shall also incorporate at least three of the items listed in item 5 above to promote these options more.
8. Each home shall have front door sidelights or transoms.
9. All front doors shall be 6 panel colonist front doors with contrasting accent color.
10. Each home shall have a minimum 6/12 primary roof pitch and or elevation that includes a reverse gable, shed roof accent or covered porch or entry. Each home shall also have a decorative rectangular, round or half round front or side gable roof vents.
11. Each home shall have natural (i.e. non-vinyl) wood exterior trim corners (painted in contrasting color) and 1 X 12 decorative wood trim accent, above all garage doors (unless brick).
12. Each home will have the following minimum landscaping installed at the time of home construction: Front, side and rear yards sodded or seeded, 2 ½ inch caliper or 6 foot tall tree planted in the front of the home, minimum of 8 bushes or shrubs planted in the front of the home.
13. All homes shall have dusk to dawn carriage lights or yard lights with coordinating rear porch lights.
14. Each home shall have a decorative brass address plate attached to the home with a size and location subject to the approval by the local 911 or police and fire department.
15. All homes will have paved driveways wide enough to park two cars and a 18' x 19'6" (minimum) attached garage capable of storing at least two (2) vehicles.
16. All homes shall have uniform mailboxes as well as uniform street numbers

ADDITIONAL DEVELOPMENT COMMITMENTS:

1. The main entryway off of Saratoga Parkway will consist of a landscaped divided roadway. No parking will be allowed along divided portion of this street.
2. Landscaping will be provided per the submitted landscape plan. The area adjacent to Kensington Estates shall have a six foot wood shadowbox fence with deciduous trees planted 30 feet on center in a landscape easement that will be maintained by the Homeowner's Association.
4. No outside storage of unlicensed vehicles, RV's, trailers, boats or boat trailers shall be permitted.

5. No above ground pools shall be permitted, except temporary pools having a depth of less than twenty four (24) inches.
6. No detached accessory buildings or other outbuildings shall be permitted.
7. A Home Owners Association shall be established for the development for the maintenance of all common areas, common amenities, lakes, entry monumentation, perimeter fence and landscape buffer.
8. A playground area will located as shown on the plan and will substantially consistent with the equipment plan as filed and shall provide for landscape buffering and mulch bedding.
9. A tree conservation and preservation area will be established with this development as shown on the plan. Clearing of trees and vegetation will occur only in areas required for street construction, building pad preparation, utility and drainage installation. Prior to disturbance of any trees, a meeting will be held with the Town Staff, the developer and engineer to determine the extent and location of any clearing. The tree conservation area shall then be delineated by a yellow ribbon tape to prevent grading or clearing into the Tree Conservation and Preservation areas. A typical 20' X 20' detailed tree vegetation survey shall be provided of the Tree Conservation area to show the number size and type of trees in the conservation area the location of the tree survey shall be determined at the meeting with the Town Staff. After clearing has occurred, a snow fence will be installed to eliminate disturbance in the tree conservation and preservation areas.
10. Street lighting will be consistent with that utilized throughout the Saratoga PUD development.
11. If at the time the Street connection is made to the future Concord Road and Concord Road is not completed at that time, developer shall obtain additional right-of-way within Concord road for a temporary hammerhead turnaround or provide for a temporary turnaround within the limits of the project.

PLAT COVENANTS AND RESTRICTIONS

THE PADDOCK AT SARATOGA

The undersigned, Davis Homes LLC, an Indiana Limited Liability Company (the "Developer"), is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer is concurrently platting and subdividing the Real Estate as shown on the plat for The Paddock at Saratoga, which is filed of record simultaneously herewith in the office of the Recorder of Hendricks County, Indiana (the "Plat") and desires in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as "The Paddock at Saratoga". In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of The Paddock at Saratoga, dated _____, 2002 and recorded on _____, 2002 as Instrument No. _____ in the office of the Recorder of Hendricks County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of _____ Community Association, Inc. (the "Association") set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

In order to provide adequate protection to all present and future Owners of Lots or Residence Units in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. PUBLIC RIGHT OF WAY. The rights-of-way of the streets as shown on the Plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.
2. COMMON AREAS. There are areas of ground on the Plat marked "Common Area". Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration. Common Areas are created as conservation easements and shall not be used for residential home construction.
3. UTILITY, DRAINAGE AND SANITARY SEWER EASEMENTS. There are areas of ground on the Plat marked "Utility Easements, Drainage Easements and Sanitary Sewer Easements", either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Easements are hereby created and reserved for (i) the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) the use of the Association and the Board of Public Works of the Town of Plainfield for access to and maintenance, repair and replacement of such drainage system. The Owner of any Lot in the Subdivision subject to a Drainage Easement, including any builder, shall be required to keep the portion of said Drainage Easement on his Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Board of Public Works and prior written approval of the Developer or the Association. The Sanitary Sewer Easements are hereby

created and reserved for the use of the Board of Public Works and, during the Development Period, for the use of Developer for access to and installation, repair, removal, replacement or maintenance of an underground storm and sanitary sewer system. The delineation of the Utility Easements, Drainage Easements and Sanitary Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any portion of any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 3. Except as installed by Developer or installed as provided above, no structures or improvements, including without limitation decks, patios, pools, landscaping, fences or walkways, shall be erected or maintained upon said easements.

4. LANDSCAPE EASEMENTS. There are areas of ground on the Plat marked "Landscape Easements". Such Landscape Easements are hereby created and reserved for the use of the Developer, during the Development Period, and the Association for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials, entrance walls, fencing, lighting, irrigation and other improvements. Except as installed by Developer or installed and maintained by the Association or with the approval of the Architectural Review Committee, no structures or improvements, including without limitation piers, decks, walkways, patios and fences, shall be erected or maintained upon said Landscape Easements without permission from the Architectural Review Committee. Trees and fences planted and installed by the developer within this easement shall be the responsibility of the homeowners association to maintain and replace. If a homeowner removes any trees planted by the developer, it shall be the individual homeowner's responsibility to replace the removed trees. The Town of Plainfield shall have the right to enforce the replacement by the homeowners association, of any damaged or removed trees installed by the developer as part of the approved landscape plan for the community.
5. TREE CONSERVATION EASEMENTS. There are areas of ground on the Plat marked "Tree Conservation Easements". Such Tree Conservation Easements are hereby created and reserved for the use of the Developer, during the Development Period, and the Association for access to and the preservation, installation, maintenance and replacement of foliage, trees and other improvements. Except as installed by Developer or installed and maintained by the Association or with the approval of the Architectural Review Committee, no structures or improvements, including without limitation decks, walkways, patios and fences, shall be erected or maintained upon said Tree Conservation Easements and no trees or vegetation shall be removed from this area unless it is dead or causing a safety problem for the surrounding residents. Underbrush shall be left in its natural state as much as possible.
6. TREE PRESERVATION EASEMENTS. There are areas of ground on the Plat marked "Tree Preservation Easements". Such Tree Preservation Easements are hereby created and reserved for the use of the Developer, during the Development Period, and the Association for access to and the preservation, installation, maintenance and replacement of foliage, trees and other improvements. Except as installed by Developer or installed and maintained by the Association or with the approval of the Architectural Review Committee, no structures or improvements, including without limitation decks, walkways, patios and fences, shall be erected or maintained upon said Tree Preservation Easements and no trees or vegetation larger than 2 inches in diameter shall be removed from this area unless it is dead or causing a safety problem for the surrounding residents.
7. BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS. Building setback lines are established on the Plat. No building shall be erected or maintained between said setback lines and the front, rear or side lot line (as the case may be) of a Lot. The minimum front yard set back shall be twenty-five feet (25) as designated on the Plat. The minimum rear yard setback shall be twenty-five (25) feet, and ten (10) feet for any accessory structure. The minimum side yard setback shall be six (6) feet.
8. RESIDENTIAL UNIT SIZE AND OTHER REQUIREMENTS. No one story Residence Unit constructed on a Lot shall have less than One Thousand (1000) square feet of total living area, exclusive of garages, carports and open porches. Any building higher than one story shall have a minimum of sixteen hundred

(1600) square feet of total living area. The maximum height of any Residence Unit constructed on a Lot shall be thirty-five (35) feet.

9. RESIDENTIAL UNIT USE. All Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on any Lot, and no business may be conducted on any part thereof in violation of any home occupation provisions of the applicable zoning ordinance. No building shall be erected, placed or permitted to remain on any Lot other than one detached single-family residence and permanently attached residential accessory buildings. Any garage, tool shed, storage building or any other attached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.
10. ACCESSORY AND TEMPORARY BUILDINGS. No trailers, shacks, outhouses or detached or unenclosed storage sheds, tool sheds, garages or accessory buildings of any kind shall be erected or situated on any Lot in the Subdivision, except that used by the Developer or by a builder during the construction of a residential building on the property, which temporary construction structures shall be removed upon completion of construction of the Subdivision or building, as the case may be.
11. TEMPORARY RESIDENCE. No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, basement or garage may be used at any time as a residence, temporary or permanent; nor may any other structure of a temporary character be used as a residence.
12. NUISANCES. No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood.
13. VEHICLE PARKING. No camper, motor home, truck (over 3.4 ton load capacity), trailer, boat, personal watercraft, snowmobile or other recreational vehicle of any kind may be stored on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.
14. SIGNS. No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising a Residential Unit for sale, and except that Developer and its affiliates and designees may use larger signs during the sale and development of the Subdivision.
15. MAILBOXES. All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.
16. GARBAGE AND REFUSE DISPOSAL. Trash and refuse disposal will be on an individual basis, lot by lot. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and house construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse. All garbage, trash cans and receptacles and woodpiles shall be screened.
17. STORAGE TANKS. No gas, oil or other storage tanks shall be installed on any Lot.
18. WATER SUPPLY AND SEWAGE SYSTEMS. No private or semi-private water supply or sewage disposal system may be located upon any Lot. No septic tank, absorption field or similar method of sewage disposal shall be located or constructed on any Lot.

19. DITCHES AND SWALES. All Owners, including builders, shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective Lots. All sump pump discharges shall be connected to a subsurface drain, storm sewer or lake. No drains shall be discharged directly to the ground surface. No filling, regrading, piping, rerouting or other alteration of any open ditch or swale may be made without the express written consent of the Architectural Review Committee, and subject to the approval of the appropriate governmental entity.
20. GARAGES/DRIVEWAYS. Each driveway in the Subdivision shall be of concrete or asphalt material. Each residence shall include an attached two-car (or larger) enclosed garage of at least 18 feet by 19.5 feet in size.
21. ANTENNA AND SATELLITE DISHES. No outside antennas shall be permitted in the Subdivision. Outdoor satellite dishes shall be permitted in the Subdivision; provided, however, that the (i) the diameter of the satellite dish shall be no more than thirty-nine inches ("39"), (ii) only one (1) satellite dish shall be permitted on each Lot, and (iii) the Architectural Review Committee shall have first determined that the satellite dish is appropriately placed and properly screened in order to preserve property values and maintain a harmonious and compatible relationship among the houses in the Subdivision.
22. AWNINGS. No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision.
23. FENCING. No fence shall be erected on or along any Lot line, nor on any Lot, the purposes or result of which will be to obstruct reasonable vision, light or air. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without unreasonable hindrance or obstruction to any other property. Any fencing permitted to be used in the Subdivision must be vinyl chain link or wood shadow box and shall not be higher than six (6) feet. No fencing shall extend into a yard, fronting onto a street, closer to the street than the front corner of the residence. All fencing style, color, location and height shall be generally consistent within the Subdivision and shall be subject to prior written approval of the Architectural Review Committee. Fences are allowed in easements but are erected at owner's risk as such fences may be partially or completely torn down by others if they interfere with the installation, operation, and/or maintenance of the facilities for which the easement has been reserved.
24. SWIMMING POOLS, SPORTS COURT AND PLAY EQUIPMENT. No above-ground swimming pools shall be permitted in the Subdivision. No hard surfaced sports courts of any kind shall be permitted on any Lot except as approved by the Architectural Review Committee. No metal outdoor play equipment shall be permitted in the Subdivision.
25. SOLAR PANELS. No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots, common areas and the streets.
26. OUTSIDE LIGHTING. Except as otherwise approved by the Developer, all outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture within the Subdivision and shall provide for projection of light so as not to create a glare, distraction or nuisance to any Owner or other property owners in the vicinity of or adjacent to the Subdivision. All homes shall have uniform "dusk to dawn" front yard lights and/or coach lights attached to the house.
27. SITE OBSTRUCTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two(2) and five (5) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight-line limitations shall apply to any Lot within twenty-five (25) feet from the intersection of a street line with the edge of a driveway pavement or alley

line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

28. ADDITIONAL ZONING DEVELOPMENT STANDARDS. In addition to these covenants and restrictions, each home in the subdivision shall also be subject to the Zoning Development Standards for this subdivision attached hereto as Exhibit "B". Any conflict between the Zoning Development Standards and the plat covenants, the Zoning Development Standards shall supercede.
29. VIOLATION. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association or any person or entity having any right, title or interest in the Real Estate, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys reasonable fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce such covenants or restrictions.
30. AMENDMENT. These covenants and restrictions may be amended at any time by a vote of no less than seventy-five percent (75%) of the Lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the Lots in the Subdivision have been sold by Developer, any such amendment shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Hendricks County, Indiana. No amendment which adversely affects the rights of a public utility shall be effective with respect to such public utility without its written consent thereto. No amendment, which is contrary to a zoning commitment, shall be effective without the written approval of the affected adjacent homeowners associations designated by the Town of Plainfield.
31. TERM. The foregoing plat covenants and restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate and on all persons or entities claiming under them, until December 31, 2022, and thereafter they shall continue automatically in effect unless terminated by a vote of a majority of the then Owners of the Lots in the Subdivision; provided, however, that no termination of these covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall have consented thereto in writing.
32. SEVERABILITY. Invalidation of any of the foregoing covenants or restrictions by judgment or court order shall in no way affect any of the other covenants and restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this _____ day of _____, 2002.

_____, an Indiana

_____, by its
manager-member,

_____, an
Indiana _____,

By: _____

Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, the _____ of _____, an Indiana _____, and acknowledged the execution of this instrument as his voluntary act and deed as such officer on behalf of such corporation for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this _____ day of _____, 2001.

Notary Public

Printed

My commission expires:

I am a resident of
_____ County, Indiana.

This instrument was prepared by Ronald F. Shady, Jr., Vice President of Davis Holding Corporation, 3755 East 82nd Street, Suite 120, Indianapolis, Indiana 46240 (317) 595-2907.