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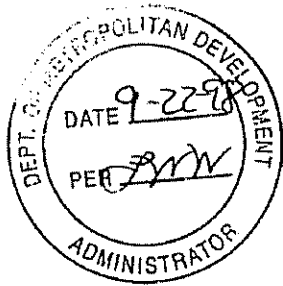
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DECLARATION OF COVENANTS AND RESTRICTIONS

OF

AUTUMN GLEN AT GERMAN CHURCH



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**DECLARATION OF COVENANTS AND RESTRICTIONS
OF
AUTUMN GLEN AT GERMAN CHURCH**

This Declaration of Covenants and Restrictions of Autumn Glen at German Church ("Declaration") is made this 4th day of SEPTEMBER, 1998, by Autumn Glen Realty I, LLC, an Indiana limited liability company, and Senior Living Properties II, LLC, an Indiana limited liability company (collectively, the "Declarants"),

WITNESSETH:

WHEREAS, Declarants are the Owners of real estate in Marion County, State of Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby incorporated herein by reference (hereinafter referred to as the "Real Estate"); and

WHEREAS, Declarants desire and intend to create on the Real Estate a residential and assisted living community with streets, lakes, landscaped areas, open spaces, walls, fences and other common areas and amenities for the benefit of such community, to be known as "Autumn Glen at German Church"; and

WHEREAS, Declarants desire to provide for the preservation and enhancement of the values and amenities in such community and the common areas therein contained, and, to this end, Declarants desire to subject the Real Estate and any additional property which is hereafter made subject to this Declaration by Supplemental Declaration to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the Real Estate and each Owner of all or part thereof; and

WHEREAS, Declarants deem it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which shall be delegated and assigned the powers of supervising, maintaining and administering any common areas located on the Real Estate, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, and promoting the health, safety and welfare of the Owners of the Real Estate, and all parts thereof; and

WHEREAS, Declarants have caused, or will cause, to be incorporated under the Indiana Code 23-17-1, et seq., under the name "Autumn Glen Homeowners Association, Inc.", or a similar name, as such agency for the purpose of exercising such functions;

NOW, THEREFORE, Declarants, as owners of the Real Estate or with the consent of the owners of the Real Estate and any additional property which is hereafter made subject to this Declaration by Supplemental Declaration hereby declare that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used,

improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and of each of the Units situated therein.

ARTICLE I Definitions

Section 1. The following words and terms, when used herein or in any supplement or amendment hereto, unless the context clearly requires otherwise, shall have the following meanings:

- (a) "Act" shall mean and refer to the Indiana Nonprofit Corporation Act of 1991, as amended;
- (b) "Applicable Date" shall mean and refer to the date determined pursuant to Article IV, Section 2(b) of this Declaration;
- (c) "Association" shall mean and refer to Autumn Glen Homeowners Association, Inc., an Indiana corporation organized under Indiana Code 23-17-1, et seq., which Declarants have caused, or will cause, to be incorporated under said name or a similar name, its successors and assigns;
- (d) "Articles" shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time;
- (e) "Autumn Glen" shall mean and refer to Autumn Glen Realty I, LLC, an Indiana limited liability company, a Declarant hereunder and the owner of the Residential Real Estate.
- (f) "Block" shall mean and refer to each cluster of contiguous Units composed of either two Units, known as a "duplex", or four Units, known as a "four-plex", upon which a single Building will be constructed.
- (g) "Board" or "Board of Directors" shall mean and refer to the governing body of the Association elected, selected or appointed as provided for in the Articles, Bylaws and this Declaration;
- (h) "Building" shall mean and refer to each structure located on more than one Unit containing multiple Dwelling Units.

(i) "Bylaws" shall mean and refer to the Code of Bylaws of the Association, as the same may be amended from time to time;

(j) "Committee" shall mean and refer to the "Autumn Glen Architectural Control Committee", the same being the committee or entity established pursuant to Article VIII, Section 1, of this Declaration for the purposes herein stated;

(k) "Common Areas" shall mean and refer to (i) all portions of the Residential Real Estate shown on any recorded subdivision plat of the Real Estate which are not dedicated to the public, including the Lakes, Residential Roadways and Drives, Limited Common Areas and landscaped areas surrounding the Units which are not identified as Units or Blocks on any such plat, whether such plat is heretofore or hereafter recorded, (ii) such portions of the Residential Real Estate as are herein declared to be Common Areas on the plat of the Real Estate even though located on or constituting part of one or more such Units shown on any such plat, and (iii) to the extent hereinafter established, such improvements located, installed or established in, to, on, under, across or through the Residential Real Estate as are herein declared to be Common Areas;

(l) "Common Expenses" shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of the Common Areas, and all sums lawfully assessed against the Unit Owners by the Association, and all sums, costs and expenses declared by this Declaration to be Common Expenses;

(m) "Declarants" shall mean and refer to Autumn Glen Realty I, LLC, an Indiana limited liability company, and Senior Living Properties II, LLC, an Indiana limited liability company, and any successors and assigns whom they designate in one or more written recorded instruments to have the rights of Declarant hereunder, including, but not limited to, any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant;

(n) "Dwelling Unit" shall mean and refer to any building, structure or portion thereof situated on the Residential Real Estate designed and intended for use and occupancy as a residence by one (1) single family located on each Unit; a single Dwelling Unit may be constructed on more than one Unit with the consent of Autumn Glen;

(o) "Lakes" shall mean and refer to the lakes, detention ponds or retention ponds located on the Residential Real Estate as shown on the plat heretofore or hereafter recorded which are part of the Common Areas;

(p) "Limited Common Areas" shall mean and refer to those Common Areas, the use of which is limited to the adjoining Dwelling Unit, including the exterior, the roofs and the foundations of the Buildings, exterior walkways leading to the Dwelling Units, landscape areas surrounding the Units, porches and patios extending from the Units and fences, masonry walls, landscaping or other devices or structures screening living areas outside of the Units.

(q) "Living Center" shall mean and refer to the Assisted Living Center containing approximately 52 Living Center Rooms located upon the Living Center Real Estate;

(r) "Living Center Owner" shall mean and refer to the record owner of the fee simple title to the Living Center Real Estate, currently Senior Living Properties, but in any event shall not include or mean or refer to a mortgagee, tenant or occupant, unless and until such mortgagee or occupant has acquired fee simple title to the Living Center, or portion thereof;

(s) "Living Center Real Estate" shall mean and refer to the parcel comprising a part of the Real Estate in Marion County, Indiana, described in Exhibit "B" attached to this Declaration and labeled as Tract A on the Plat of the Real Estate, upon which the Living Center is located;

(t) "Living Center Rooms" shall mean and refer to each living unit in which a Person or Persons may reside (regardless of vacancy), located in the Living Center, exclusive of recreation rooms and areas, service rooms and areas and other common facilities or amenities;

(u) "Mortgages" shall mean and refer to the holder of a recorded first mortgage lien on a Unit or Dwelling Unit;

(v) "Owner" shall mean and refer to the Unit Owners and Living Center Owner;

(w) "Person" shall mean and refer to an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof;

(x) "Proportionate Share" means with respect to Common Expenses allocated among the Units means the percentage share derived by dividing such Unit by the total number of Units;

(y) "Real Estate" shall mean and refer to the overall tract of real estate in Marion County, Indiana, comprising the Residential Real Estate and Living Center Real Estate, described in Exhibit "A" attached to this Declaration, as referred to in the first recital clause of this Declaration, and defined therein as the Real Estate, together with such additional property as is hereafter made subject to this Declaration by Supplemental Declaration;

(z) "Reserved Tract" shall mean and refer to the portion of the Real Estate owned by Autumn Glen to the immediate west of the Residential Real Estate within the approximate floodway limits which is shown as Tract B and the "Reserved Tract" on the Plat heretofore or hereafter filed in connection with this Declaration.

(aa) "Residential Real Estate" shall mean and refer to the parcel comprising a part of the Real Estate in Marion County described in Exhibit "C" attached to this Declaration, upon which the Units and Common Areas are located, together with such additional property as is

hereafter made subject to this Declaration by Supplemental Declaration, provided that the Reserved Tract shall be excluded from the Residential Real Estate until such time as Autumn Glen may convey the Reserved Tract to the Association pursuant to Section 4 of Article III hereof;

(bb) "Residential Roadways and Drives" mean each private road located in the Residential Real Estate extending from dedicated streets, including Maple Leaf, Oak Leaf and Elm Leaf Drives ("Residential Roadways"), and all drives between each Block ("Residential Drives"), all of which are part of the Common Areas;

(cc) "Restrictions" shall mean and refer to the agreements, conditions, covenants, restrictions, easements, assessments, charges, liens and all other provisions set forth in this Declaration, as the same may be amended from time to time;

(dd) "Senior Living Properties" shall mean and refer to Senior Living Properties II, L.L.C, an Indiana limited liability company, a Declarant hereunder and the owner of the Living Center Real Estate.

(ee) "Unit" shall mean and refer to any and each portion of the Residential Real Estate (excluding any part of the Common Areas) designed and intended for use as a building site for, or developed and improved for use as, a Dwelling Unit, as designated by Autumn Glen by its deed of the same to another Person. A Unit is any single numbered parcel of land shown upon, and identified as a Unit on, any recorded subdivision plat of the Real Estate or any part thereof. No Units are located in the Living Center Real Estate.

(ff) "Unit Owner" shall mean and refer to the record Owner, whether one or more Persons, of the fee simple title to any Unit (which does not include the Living Center Owner), but in any event shall not include or mean or refer to a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any Unit, but upon so acquiring title to any Unit a mortgagee or tenant shall be an Owner;

Section 2. Other terms and words defined elsewhere in this Declaration shall have the meanings herein attributed to them.

ARTICLE II

Declaration; Common Areas and Rights Therein; Utilities; Streets

Section 1. **Declaration** Declarants hereby expressly declare that the Real Estate shall be held, transferred and occupied subject to the Restrictions. The Owners, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from a Declarant or a subsequent Owner, or (ii) by the act of occupancy, shall conclusively be deemed to have accepted such deed, executed such contract and undertaken such occupancy subject to each Restriction and agreement herein contained. By acceptance of

such deed, or execution of such contract, or undertaking such occupancy, each Owner and all other Persons acknowledge the rights and powers of Declarants, the Committee and of the Association with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Declarants, the Committee, the Association, and the Owners and subsequent Owners of each of the Units affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreement

Section 2. Easement to Owner. Autumn Glen hereby grants a non-exclusive easement in favor of each Owner for the use, enjoyment and benefit of the Common Areas (except for such portions of the Common Areas, if any, as to which, in accordance with other provisions hereof, the use, enjoyment and benefit is limited to the Owners of certain designated Units to the exclusion of other Units) subject to all of the Restrictions of this Declaration, and such easement shall be an easement running with and appurtenant to each Unit.

Section 3. Utility Easements and Right-of-Ways. There shall be and hereby are reserved, whether or not shown upon any plat of the Residential Real Estate, easements and rights-of-way for the benefit of governmental agencies, authorities and instrumentalities and for the benefit of public utilities, and for the benefit of the Living Center, the Association and the Owners, on, under and through the Residential Real Estate (other than the Units and Blocks) for the ownership, use, operation and maintenance, repair and replacement of water, sewage, gas, electrical, cable, computer lines and other facilities, public and private, including lines, pipes, wires, valves, switches, etc., and such parts of the Residential Real Estate as may be designated by Autumn Glen may be entered under reasonable circumstances for maintenance and repair of the aforementioned utilities or facilities. Such utility easements shall be limited to areas over the Residential Real Estate as may be designated by Autumn Glen in any utility grant. Autumn Glen shall also have the right to grant underground utility easements beneath Units for the benefit of other Units located in the same Block. The water main and hydrants constructed within the Common Areas or the utilities, sewage, and drainage easements shall be maintained by the Association and all charges in connection with water supplied for fire protection service shall be separately billed to and be paid by the Association. All other utilities constructed within the utilities, sewage and drainage easements shall be maintained as required by the party responsible for the installation thereof or who is otherwise charged with responsibility for the maintenance thereof by contract, rule, regulation, ordinance, law or in some other way and all charges for such other utility service, including water service, to each Dwelling Unit and the Living Center shall be billed to the Owner thereof without liability on the part of the Association.

Section 4. Streets. All the Residential Roadways and Drives constructed within the Residential Real Estate are reserved and granted for the common use of Owners, their families, guests and invitees, by commercial vehicles authorized to make pick ups and deliveries by public and private utilities' personnel, trucks and equipment, by postal authorities and mail carriers, by emergency personnel and vehicles such as police, fire and ambulance,

and by such other persons or classes of persons authorized by the Board, as a means of ingress and egress, and for such other uses as may be authorized from time to time by the Board. Such Residential Roadways and Drives transmit and carry storm water drainage. Drives serving individual Dwelling Units shall only be used by such Unit Owners and their invitees and guests, and additional parking for each Unit shall be in front of the Dwelling Unit or in such other places as determined by the Association. Except as provided by this Declaration, no acts shall be taken or things done by an Owner or the Association which are inconsistent with the reservation and grant of use and enjoyment hereinabove provided.

ARTICLE III **Obligations as to Common Areas**

Section 1. Agreement to Construct and Convey Common Areas Autumn Glen has constructed or provided for, or will construct or provide for, those Common Areas consisting of the following items:

- (a) a storm drainage system for the Real Estate, which may include Lakes, inlet pipes, open ditches, swales, pipes and other structures and drainage courses;
- (b) the construction of the Residential Roadways and Drives.

Upon final construction or provision of the Common Areas described in this Section 1 and completion of all Dwelling Units, Autumn Glen covenants to convey by special warranty deed all of its right, title and interest in and to said Common Areas to the Association and all such right, title and interest in and to said items to the extent not already conveyed pursuant to Article VI, Section 1, (whether owned in fee, by leasehold, by contract or in the nature of an easement or license) shall then be the property of the Association.

Section 2. Agreement to Construct Limited Common Areas. Each Unit Owner, or their respective builder, shall be responsible for the initial construction of the Limited Common Areas, notwithstanding the subsequent maintenance and control thereof by the Association. Such initial construction shall include the following items:

- (a) the installation of landscaping and grass surrounding the Units in such landscape areas as may be designated by Autumn Glen to the Unit Owner or its builder;
- (b) the construction of porches, patios, fences, masonry walls and other screening devices which extend outside of the Unit to be located as designated by Autumn Glen to Unit Owner or its builder;
- (c) the construction and paving of each Unit's driveway from the Dwelling Unit's garage to the Residential Drive running between each Block; and

(d) such other items as designated by Autumn Glen to the Unit Owner's builder which is customarily constructed by a homeowner in a zero lot line community with lots extending to street right-of-way.

Notwithstanding the construction of such items by the Unit Owner or its agents, such property is located in Common Areas and all right, title and interest thereto shall remain and belong to the Association (whether owned in fee, by leasehold, by contract or in the nature of an easement or license); provided, however, the roofs, foundation and exterior of the Dwelling Units shall be owned by each respective Unit Owner and are treated as Limited Common Areas solely for the purpose of allocating the maintenance and insurance obligations therefor to the Association.

Section 3. Additional Common Areas at Declarant's Option. Autumn Glen may, at its option but without obligation to do so, convey other portions of the Residential Real Estate to the Association for, or construct, install or provide for other items for or on, or services to serve, the Real Estate as amenities for, the mutual benefit, use or enjoyment of the Owners. Included as examples of the foregoing, but not limited therein, might be a community television antenna or receiving device to serve all of the Dwelling Units, storage buildings for storage of articles by Owners or provisions of portions of the Real Estate for recreational or other common uses or purposes for the Owners, including without limitation, a swimming pool, tennis courts, clubhouse or other recreational facilities or additional entrances, landscaped areas and walls. Any such portions of the Real Estate, or other items, or services, which Autumn Glen, at its sole option, elects to convey, construct, install or provide as Common Areas shall become a part of the Common Areas only when so designated by Autumn Glen in a written instrument executed by Autumn Glen and delivered to the Association. Upon any such designation by Autumn Glen, Autumn Glen shall convey by quitclaim deed all of its right, title and interest in and to the Common Areas so designated to the Association and all such right, title and interest in and to the Common Areas so designated and conveyed shall then and thereupon be and become the property of the Association, whether or not the same constitutes, or may be located entirely or partially on, any one or more of the Units or any Unit shown upon any recorded subdivision plat of the Real Estate, or parts thereof.

Section 4. Reserved Tract. Autumn Glen may, in its sole discretion, convey the Reserved Tract to any third party, including any governmental agency, for the development of the Reserved Tract for park space, open space or any other use which Autumn Glen, in its sole discretion, determines is not materially adverse to the development of the Residential Real Estate. In the course of making any conveyance of the Reserved Tract, Autumn Glen shall have the right to receive and retain any purchase price for the Reserved Tract and the Association and Unit Owners shall have no interest in, or claim to, such proceeds or the use or disposition of the Reserved Tract. Upon any such disposition of the Reserved Tract, Autumn Glen may unilaterally execute and record such instrument evidencing that the Reserved Tract is removed from the Real Estate subject to the Declaration. If, at any time, Autumn Glen determines not to convey, develop or otherwise dispose of the Reserved Tract, Autumn Glen

shall have their right to convey the Reserved Tract to the Association for it to maintain as Common Area and as a part of the Residential Real Estate.

Section 5. Living Center Amenities. The Living Center, and any amenities thereto or located within the Living Center Real Estate, are not part of any Common Area and are solely owned by and for the benefit of the Living Center Owner, and no Unit Owner shall have the right to use any portion of the Living Center without invitation or a private service contract from the Living Center Owner.

ARTICLE IV
Association; Membership; Voting; Functions

Section 1. Membership in Association. Declarants and each Owner shall, automatically upon becoming an Owner, be and become a member of the Association and shall remain a member until such time as his ownership of a Unit ceases, but membership shall terminate when such Owner ceases to be an Owner, and will be transferred to the new Owner; provided, however, that any Person who holds the interest of an Owner in a Unit merely as security for the performance of an obligation shall not be a member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a member of the Association.

Section 2. Voting Rights. The Association shall have the following classes of membership, with the following voting rights:

(a) **Class A.** Class A members shall be all Owners except Class B members. Each Class A member shall be entitled to one (1) vote for each Unit of which such member is the Owner with respect to each matter submitted to a vote of members upon which the Class A members are entitled to vote. When more than one (1) Person constitutes the Owner of a particular Unit, all such Persons shall be members of the Association, but all of such Persons shall have only one (1) vote for such Unit, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Unit. Any Class A member who builds a single Dwelling Unit on more than one Unit is still entitled to one (1) vote for each of the Units owned.

(b) **Class B.** Class B members shall be the Owner of the Living Center Real Estate (initially, Senior Living Properties). Each Class B member shall be entitled to ten (10) votes for each Living Center Room, on all matters requiring a vote of the members of the Association. The Class B membership shall cease and terminate upon the first to occur of (i) the date upon which the written resignation of the Class B members as such is delivered to the resident agent of the Association stating that the Owner of the Living Center no longer desires to manage or control the maintenance of the Common Areas, or (ii) the date, if ever, that the Living Center Rooms are converted into condominiums or otherwise subdivided in a manner in which each Living Center Room is owned separately (the applicable date being herein

referred to as the "Applicable Date") After the Applicable Date, Class B memberships shall be converted to Class A memberships, and each former Class B member shall be entitled to one (1) Class A membership for each Living Center Room owned.

Section 3. Functions The Association has been (or will be) formed for the purpose of providing for the maintenance, repair, replacement, administration, operation and ownership of the Common Areas as and to the extent provided herein, to pay taxes assessed against and payable with respect to the Common Areas, to pay any other necessary expenses and costs in connection with the Common Areas, and to perform such other functions as may be designated for it to perform under this Declaration.

ARTICLE V

Board of Directors

Section 1. Management. The business and affairs of the Association shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be, an Owner, or a person appointed by Declarant as provided in Section 2 of this Article V.

Section 2. Initial Board of Directors. The initial Board of Directors shall be composed of the person or persons designated or to be designated, in the Articles, to-wit: Richard L. Johnson (herein referred to as the "Initial Board"), who has been or shall be appointed by Declarants. Notwithstanding anything to the contrary contained in, or any other provision of, this Declaration, the Articles, the Bylaws or the Act (a) the Initial Board shall hold office until the first annual meeting of the members of the Association occurring on or after the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to such first annual meeting occurring on or after the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by the Living Center Owner (currently, Senior Living Properties), who shall thereafter be deemed a member of the Initial Board. Each Unit Owner, by acceptance of a deed to a Unit, or by acquisition of any interest in a Dwelling Unit by any type of juridic acts inter vivos or causa mortis, or otherwise, shall be deemed to have appointed Senior Living Properties as such Owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said Owner's right to vote, and to vote as Senior Living Properties determines, on all matters as to which members of the Association are entitled to vote under the Declaration, the Articles, the Bylaws, the Act or otherwise. This appointment of Senior Living Properties as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same. Each Person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Senior Living Properties or the Living Center Owner to fill a vacancy, shall be deemed a Special member of the Association and an Owner solely for the purpose of qualifying to act as a

member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a member of the Association nor an Owner of a Unit for any other purpose (unless he is actually the Owner of a Unit and thereby a member of the Association).

Section 3. Additional Qualifications. Where an Owner consists of more than one Person or is a partnership, corporation, trust or other legal entity, then one of the Persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Dwelling Unit may be represented on the Board of Directors by more than one Person at a time.

Section 4. Term of Office and Vacancy. Subject to the provisions of Section 2 of this Article V, the entire membership of the Board of Directors shall be elected at each annual meeting of the Association. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the first annual meeting of the members occurring on or after the Applicable Date provided herein. After the Applicable Date, each member of the Board of Directors shall be elected for a term of one (1) year. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of Section 2 of this Article V as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the Owners if a Director is removed in accordance with Section 5 of this Article V. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

Section 5. Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners or until his successor is duly elected and qualified.

Section 6. Duties of the Board of Directors. The Board of Directors shall be the governing body of the Association representing all of the Owners and being responsible for the functions and duties of the Association, including but not limited to, providing for the administration of the Residential Real Estate, the management, maintenance, repair, upkeep and replacement of the Common Areas (unless the same are otherwise the responsibility or duty of Owners), and the collection and disbursement of the Common Expenses. Senior Living Properties, or the Board, after the Applicable Date, may employ a Managing Agent upon such terms as Senior Living Properties or Board shall find, in their discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

- (a) protection, surveillance and replacement of the Common Areas, unless the same are otherwise the responsibility or duty of Owners of Units; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Association, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;
- (b) procuring of utilities used in connection with the Common Areas (to the extent the same are not provided and billed directly to Owners of Units and Dwelling Units by utility companies);
- (c) mowing of lawns, landscaping, painting, decorating, furnishing, repairing, snow removal and maintenance and upkeep of, the Common Areas;
- (d) assessment and collection from the Owners of the Owners' respective shares of the Common Expenses;
- (e) preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of the annual or special meeting at which the same is to be acted upon is mailed or delivered;
- (f) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; if possible, such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;
- (g) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Areas and the business and affairs of the Association, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours;
- (h) procuring and maintaining for the benefit of the Association, the Owners, any Managing Agent and the Board the insurance coverages required under this Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;
- (i) paying taxes and assessments assessed against and payable with respect to the Common Areas and paying any other necessary expenses and costs in connection with the Common Areas; and
- (j) all duties and obligations imposed upon the Association or the Board under this Declaration, the Articles, the Bylaws or the Act.

Section 7. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) to employ a Managing Agent to assist the Board in performing its duties;
- (b) to purchase, lease or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;
- (c) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;
- (d) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas, and to perform all other maintenance, upkeep, repair and replacement duties of the Association and the Board;
- (e) to include the costs of performing all of its functions, duties and obligations as Common Expenses and to pay all of such costs therefrom;
- (f) to open and maintain a bank account or accounts in the name of the Association;
- (g) to promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation and enjoyment of the Residential Real Estate and the Common Areas (in addition to those set forth in this Declaration) as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners; and
- (h) to grant to such public or private companies, entities or bodies as the Board may approve, such easements as may be necessary to provide the Dwelling Units and Common Areas with facilities for utility and similar services, including but not limited to cable television facilities and service; provided that such easements are located within or are co-extensive with any one or more utility easements, maintenance and access easement, landscape and maintenance easements, or Common Areas shown upon, and identified as such on, or provided for in, any subdivision plat of the Real Estate, whether such plat is heretofore or hereafter recorded.

Section 8. Limitation on Board Action. After the Applicable Date, the authority of the Board to enter into contracts shall be limited to contracts involving a total expenditure of less than \$50,000.00 per year without obtaining the prior approval of a majority of the

cumulative vote of the Owners, except that in the following cases such approval shall not be necessary:

(a) contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received or for which the insurance carrier has acknowledged coverage;

(b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and

(c) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

Section 9. Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 10. Non-Liability of Directors. The Directors shall not be liable to the Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

Section 11. Additional Indemnity of Directors. The Association shall indemnify, hold harmless and defend any Person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of willful misconduct or bad faith. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such

Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 12. Bond. The Board of Directors may provide surety bonds and may require the Managing Agent (if any), the treasurer of the Association, and such other officers as the Board deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful, abstraction, willful misapplication and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense.

Section 13. Initial Management. Notwithstanding anything to the contrary contained in this Declaration, Senior Living Properties shall have, and Senior Living Properties hereby reserves to itself, so long as it owns the Living Center, and thereafter to the Living Center Owner, the exclusive right to manage or designate a Managing Agent for the Real Estate and Common Areas, and to perform all the functions of the Association, until the Applicable Date. Senior Living Properties may, at its option, engage a Managing Agent affiliated with it to perform such functions and, in either case, Senior Living Properties or such Managing Agent shall be entitled to reasonable compensation for its services.

ARTICLE VI Real Estate Taxes; Utilities

Section 1. Real Estate Taxes. Real estate taxes on each Unit, and on any Dwelling Unit or other improvements on each Unit, are to be separately assessed and taxed to each Unit and shall be paid by the Owner of such Unit. Any real estate taxes or other assessments against the Common Areas shall be treated as a Common Expense. Each Unit Owner shall be conveyed its Proportionate Share of an undivided interest in the Common Areas (exclusive of the Reserved Tract) as each Unit is conveyed and shall pay its Proportionate Share of the real estate taxes thereon directly to the taxing authority.

Section 2. Utilities. Each Owner shall pay for his own utilities which, to the extent possible, shall be separately metered to each Unit and Dwelling Unit. Utilities which are not separately metered to an Owner's Unit or Dwelling Unit shall be treated as and paid as part of the Common Expense.

ARTICLE VII Maintenance and Repair

Section 1. By the Owner. Each Owner shall be responsible for, if the need therefor arises, all maintenance, repairs, decoration and replacement of his own Dwelling Unit and the interior of any Limited Common Area. All fixtures and equipment installed within or as part

of a Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Unit upon which said Dwelling Unit is located, shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his Unit and Dwelling Unit which, if neglected, might adversely affect any other Unit or Dwelling or any part of the Common Areas. Such maintenance and repairs include but are not limited to internal water lines, plumbing, electric lines, gas lines, appliances and other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to his Dwelling Unit or Unit. Further, at the election of the Association, each Unit Owner may be responsible for the snow removal of the Residential Drive serving the Dwelling Unit and the walkways leading to the Dwelling Unit and along the frontage thereto.

Section 2. By the Association Maintenance, repairs, replacements and upkeep of the Common Areas shall (except to the extent provided herein as the obligation of Owners) be furnished by the Association, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses

In addition to the maintenance of the Common Areas, the Association, as part of its duties, and as a part of the Common Expenses, shall provide for maintenance for the following items:

(a) those portions of the Residential Real Estate which are located outside any perimeter fencing (including walls) originally installed by Autumn Glen as part of the perimeter treatment of the Real Estate, but only to the extent that the same are not maintained by or the responsibility of a public authority. For purposes of this subparagraph (a), "outside any perimeter fencing" means the areas between such fencing and the nearest property line of the Real Estate;

(b) any perimeter fencing (including walls) originally installed by Autumn Glen as part of the perimeter treatment of the Real Estate; and

(c) any equipment, such as water wells or fountains, installed by Autumn Glen to serve the entire project to be developed on the Residential Real Estate, whether or not located on Units.

(d) the storm water drainage system for the Residential Real Estate and dedicated streets serving the same (to the extent located within the Residential Real Estate), including but not limited to, the maintenance of all Lakes, inlets, open ditches, pipes, swales, manholes and detention ponds. The costs and expenses of such maintenance of the storm water drainage system shall be assessed as part of the assessment against the Unit Owners as provided in the Declaration. Sump pumps, gravity drains and other drains serving individual residences on Units shall outfall only into drainage swales included in such storm water drainage system.

(e) all fences, walls, landscaping, screening material, street directories and signs, water wells and irrigation systems and other improvements outside of the Units.

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Areas as it deems necessary, provided that the same are not inconsistent with the express provisions of this Declaration.

Notwithstanding any obligation or duty of the Association to repair or maintain any of the Common Areas (or items deemed Common Areas for purposes of maintenance), if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas (or items deemed as such for purposes of maintenance), or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance. repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Unit is subject.

The authorized representatives of the Association, the Board and the Managing Agent for the Association (if any) shall be entitled to reasonable access to any Unit as may be required in connection with maintenance, repairs or replacements of or to the Common Areas and items deemed as Common Areas for purposes of maintenance, including, but not limited to, access to any easements reserved, granted or created by any subdivision plat of any portion of the Real Estate for such purposes.

Section 3. Exterior Dwelling Unit Maintenance. As part of the maintenance of the Common Areas, the Association shall provide exterior maintenance upon each Dwelling Unit, as a Common Expense to all Unit Owners, as follows: paint, repair, replacement and care for roofs, foundations, gutters, downspouts and exterior building surfaces of the Buildings and patios or porches thereto, trees, shrubs, grass, walks and collector pads and other exterior improvements or Limited Common Areas. Such exterior maintenance shall not include glass surfaces, doors, windows or awnings. In the event the need for maintenance or repair of a Dwelling Unit is caused through the willful or negligent act of the family, guests or invitees of the Dwelling Unit needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Dwelling Unit is subject. The Association, its employees, agents or designees are hereby granted a blanket easement over and upon the Units, except for the interior of any Dwelling Unit, for the purpose of exterior and ground maintenance.

Section 4. Common Expense Allocation. All of the Common Expenses shall be allocated to all Unit Owners in accordance with each Unit Owner's Proportionate Share. Any Unit Owner who constructs a single Dwelling Unit on more than one Unit shall still have its proportionate share based upon the number of Units upon which the Dwelling Unit is located or owned by such Unit Owner. No Common Expenses shall be allocated to the Living Center

Real Estate, notwithstanding the Living Center Owner's right to determine or perform the maintenance of the Common Areas.

ARTICLE VIII Lake Covenants

Section 1. Ownership of Lakes. Each Lake area as shown on the plats of the subdivision shall be Common Areas owned and controlled by the Association for the benefit of all Owners set forth herein and on the Site Plan or Plat. No such Common Area is located with the Living Center Real Estate.

Section 2. Limitations on Use of Lakes. No person shall do or permit to be done any action or activity which could result in pollution of the Lakes, diversion of water, elevation of Lake levels, earth disturbance resulting in silting or any conduct which could result in an adverse affect upon water quality, drainage of the subdivision or proper Lake management.

The Lakes are and will be an integral part of the storm water drainage system serving the Real Estate and are intended to be used for such purpose and primarily as visual and aesthetic amenities and not as recreational amenities. Accordingly, no use shall be made of any of the Lakes which in any way interferes with their proper functioning as part of such storm water drainage system.

The Lakes shall be kept free and clean of rubbish, debris and other unsightly materials. No structure of any kind shall be placed in the Lakes or on the Lake property without the prior written approval of the Committee.

No boating, swimming, diving, fishing, skiing or ice skating shall be permitted in or on said Lakes except as permitted by the Board of Directors.

No sewage, garbage, refuse or other solid, liquid, gaseous or other materials or items (other than storm and surface water drainage) shall be put into said lakes, except the Board of Directors may take steps to clear and purify the waters thereof by the addition of chemicals or other substances commonly used for such purposes or by providing therein structures and equipment to aerate the same.

Section 3. Costs of Maintenance. Estimated costs of maintenance and repair of the Lake property related to the storm water drainage system shall be included in the Common Expenses subject to assessment for the Units.

ARTICLE IX
Architectural Standards

Nothing, including any fence, deck, dock, recreational equipment (including basketball goals), or any structure, storage shed, doghouse or other improvements, shall be erected on any Unit, and no construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the Committee has been obtained pursuant to Section 1 below.

This Article shall not apply to the activities of the Declarants, nor to construction or improvements or modifications to the Common Area by or on behalf of the Association.

This Article may not be amended without the Declarants' written consent so long as the Declarant owns any land subject to this Declaration

Section 1. Architectural Control Committee There shall be, and hereby is, created and established the "Autumn Glen Architectural Control Committee" ("Committee") which shall have exclusive jurisdiction over all construction on any portion of the Residential Real Estate. Until 100% of the Dwelling Units have been developed and conveyed to purchasers in the normal course of development and sale, the Declarants, or not more than five, nor less than three, persons designated by them, shall constitute the Committee and shall serve at the discretion of the Declarants. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by the Declarant. After the sale of 100% of the Dwelling Units, the Committee shall be a standing committee of the Association, consisting of not more than five, nor less than three, persons as may, from time to time, be provided in the Bylaws. If the Bylaws do not at any time provide for the Committee, then the Board shall be and constitute the Committee.

Section 2. Approval Process. The Committee has prepared and promulgated, on behalf of the Board of Directors, design and development guidelines and application and review procedures. Copies are on file in the office of Autumn Glen (or the Association, as the case may be) which are incorporated into this Declaration by reference. The guidelines and procedures shall be those of the Association, and the Committee shall have sole and full authority to prepare and to amend them. It shall make the guidelines and procedures available to Owners, builders, and developers who seek to engage in development of or construction, modification, addition or alteration made on or to any existing structure, upon all or any portion of the Residential Real Estate and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. The Committee, or its designee, must give written approval for any building contractor selected by the Unit Owner for construction.

Prior to any construction on any Unit, the approval of the Committee must be obtained after written application has been made to the Committee by the Owner of the Unit requesting

authorization from the Committee. Such written application shall be made in the manner and form prescribed from time to time by the Committee in its guidelines and procedures which will contain requirements to promote the standard of quality of workmanship and design and harmony of external design with existing structures, location in relation to surrounding structures, topography and finish grade elevation as determined by the Committee.

Section 3. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(a) the plans, specifications, drawings or other material submitted are, themselves, inadequate or incomplete, or show the proposed improvement to be in violation of these Declarations, the plat restrictions or any rules, regulations or guidelines adopted by the Committee;

(b) the design or color scheme of a proposed improvement or the materials proposed to be used are not in harmony with the general surroundings of the Unit or with adjacent buildings or structures in the sole opinion of the Committee; or

(c) the proposed improvement, or any part thereof, would, in the sole opinion of the Committee, be contrary to the interest, welfare or rights of all or part of other Owners.

Section 4. Duties of Committee. The Committee shall approve or disapprove proposed improvements within twenty-one (21) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and in the event that such notification is one of disapproval, it shall specify the reason or reasons therefor. In the event that the Committee fails to approve or disapprove such plans or to request additional information reasonably required within 45 days after submission of all required or requested information, the plans shall be deemed approved.

Section 5. No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 6. Variance. The Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and applicable zoning laws, ordinances and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in

the body of this Declaration, or (c) estop the Committee from denying a variance in other circumstances.

Section 7. Compliance with Guidelines. Any contractor, subcontractor, agent, employee or other invitee of a Unit Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the Committee may be excluded by the Board from the Residential Real Estate without liability to any person, subject to the notice and hearing procedures contained in the Bylaws. Further, if any approval required by this Declaration is not granted in writing with respect to any item prior to its installation, the respective Owner thereof shall remove promptly the unapproved item or structure, upon request by Declarant or the Association.

Section 8. Non-Liability of Declarants, Committee. Neither the Declarants nor the Committee shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee or the Declarants do not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used or as to the compliance of any plans submitted for approval with these Restrictions, any recorded plat governing the Real Estate or any applicable code, regulation or law.

Section 9. Inspection. The Committee and the Declarants may inspect work being performed to assure compliance with these Restrictions, the plat restrictions and applicable regulations. However, neither the Committee, nor any member thereof, nor the Declarants, nor any agent or contractor employed or engaged by the Committee or the Declarants, shall be liable or responsible for defects, nonconformity or deficiencies in any work inspected or approved by it or them, or on its or their behalf. Further, no such inspection or approval given by or on behalf of the Committee or the Declarants shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.

Section 10. No Compensation. Neither the Committee nor any of its members shall be entitled to any compensation for performing its duties or obligations set forth in this Declaration.

Section 11. Non-Applicability to Living Center. This Article IX shall not apply to or be binding upon the Living Center Owner with respect to the development, construction, improvements and alterations it may make upon the Living Center Real Estate.

ARTICLE X
Use Restrictions/Covenants and Regulations

Section 1. Air Cooling Units. Air cooling units or other like utilities that are outside of the residential structure must be located at the side or rear of the home and except as may be permitted by the Committee. No window air conditioning units may be installed on any Unit.

Section 2. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Residential Real Estate, except that dogs not exceeding 45 pounds, cats or other usual and common household pets not to exceed a total of two (2) may be permitted in a Unit. However, those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Residential Real Estate shall be removed from the Residential Real Estate upon request of the Board; if the owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs shall at all times whenever they are outside a Unit be confined on a leash held by a responsible person who shall clean up all waste.

Section 3. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Residential Real Estate, including any Unit, without the prior written consent of the Board or its designee. Notwithstanding the foregoing, Autumn Glen, its nominees, successors or assigns shall have the right, without obligation, to erect an aerial or satellite dish, or install other apparatus for a master antenna or cable system for the benefit of all or a portion of the Residential Real Estate and satellite dishes no greater in size than 18" in diameter are permitted on the Residential Real Estate so long as they are on the side or rear of a Dwelling Unit.

Section 4. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Residential Real Estate. Exterior sculpture, fountains, flags, and similar items must be approved in accordance with Article IX of this Declaration.

Section 5. Business Use. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Unit, except that an Owner or occupant of a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent to detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Residential Real Estate; (c) the business activity does not involve persons coming onto the Residential Real Estate who do not reside in the Residential Real Estate or door-to-door solicitation of residents of the Residential Real Estate; and (d) the business activity is consistent with the residential character of the Residential Real Estate and does not constitute a

nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Residential Real Estate, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted by the Declarants, their builders, agents and employees with respect to its development and sale of the Residential Real Estate or its use of any Units which such entity owns within the Residential Real Estate.

Section 6. Clothesline, Garbage Cans, Tanks, Etc. All clothes, sheets, blankets, rugs, laundry clotheslines, garbage cans, mechanical equipment, and other similar items on Units shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All fuel storage tanks outside a Dwelling Unit shall be installed below the surface of the ground. All rubbish, trash, and garbage shall be stored in appropriate containers approved by the Committee hereof and shall regularly be removed from the Residential Real Estate and shall not be allowed to accumulate thereon. No Owner shall burn or permit burning out-of-doors of garage or other refuse.

Section 7. Declarant's and the Association's Right to Perform Certain Maintenance and Removal. In the event that any Owner of a Unit shall fail to maintain his Unit and any improvements, or remove any unauthorized item or structure, situated thereon in accordance with the provisions of these Restrictions and the provisions of any recorded plat of the Real Estate, the Declarants or the Living Center Owner, until the Applicable Date, and, thereafter, the Association through its agents and employees or contractors, shall have the right to enter upon said Unit and repair, clean, remove or perform such other acts as may be reasonably necessary to make such Unit and improvements situated thereon, if any, conform to the requirements of these Restrictions and the provisions contained in any such plat. The cost thereof to the Declarants or the Association shall be collected as a special assessment against such Owner and his Unit in the manner provided for herein for the collection of Common Expenses. Neither the Declarants nor the Association, nor any of its agents, employees or contractors, shall be liable for any damage which may result from any maintenance work performed hereunder.

Section 8. Diligence in Construction. Every building whose construction on any Unit is begun shall be completed within one hundred eighty days (180) after the beginning of such construction unless circumstances beyond the reasonable control of the builder and/or Owner prevent such completion. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3)

months from the time of such destruction or damage. The Declarants and/or Homeowners Association shall have standing and authority to seek an injunction or order for the removal of any materials and partially completed structures in violation of this covenant.

Section 9. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Unit unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Committee pursuant to Article IX of this Declaration.

Section 10. Fences. No hedges, walls, dog runs, animal pens or fences of any kind shall be permitted on any Unit except as approved in accordance with Article IX of this Declaration.

Section 11. Firearms. The discharge of firearms within the Residential Real Estate is prohibited. The term "firearms" includes bows and arrows, slingshots "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take action to enforce this Section.

Section 12. Ground Elevations and Erosion Control. It shall be the Unit Owner's responsibility to maintain and comply with all building and site finish ground elevations and erosion control as finally required and approved by the Marion County Drainage Board and the Department of Planning and Zoning as evidenced upon the final construction plans for the development of this subdivision.

Section 13. Heating Plant. Every Dwelling Unit must contain a heating plant installed in compliance with the applicable codes and capable of providing adequate heat for year-round human habitation of the Dwelling Unit.

Section 14. Insurance Impact. Nothing shall be done or kept by an Owner in any Dwelling Unit, or on any Unit, or on any of the Common Areas, which will cause an increase in the rate of insurance on any Common Areas. No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Unit which will result in a cancellation of insurance on any part of the Common Areas, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

Section 15. Landscaping. No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas, except with express permission from the Board. All landscaping plans are subject to Committee approval in accordance with the guidelines and procedures promulgated by the Committee. The Committee may, in its discretion, modify such plans to promote the integrity and the aesthetic appearances of this subdivision. Finished grading of all yards must be completed within 15 days after the dwelling is constructed, weather permitting, and all yards must be seeded or sodded with grass within ten days after

the completion of finish grading, weather permitting; provided, however, the foregoing landscaping requirements shall not apply for completions occurring during the winter months of November through March of each year, such requirements being suspended until the end of such winter months. Trees provided by Autumn Glen, if any, will be protected by Owner during construction and replaced within 30 days if damaged or if a tree dies on Owner Unit.

Section 16. Lighting. Except for seasonal holiday decorative lights, which may be displayed between December 1 and January 10 only, all exterior lights must be approved in accordance with Article IX of this Declaration.

Section 17. Maintenance of Units and Improvements. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Residential Real Estate. No waste shall be committed in any Dwelling or on any Unit.

Section 18. Minimum Building Size. Four-Plex Dwelling Units located in Blocks with four (4) Units shall have a minimum size of 900 square feet and all Duplex Dwelling Units located in Blocks with two (2) Units shall have a minimum size of 1,100 square feet.

Section 19. Model Homes. No Owner of any Unit shall build or permit the building upon his Unit or any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Declarant.

Section 20. Non-applicability to Association. Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth in this Article X shall not apply to or be binding upon the Association in its ownership, management, administration, operation, maintenance, repair, replacement and upkeep of the Common Areas to the extent the application thereof could or might hinder, delay or otherwise adversely affect the Association in the performance of its duties, obligations and responsibilities as to the Common Areas.

Section 21. Occupancy and Residential Use of Partially Completed Dwelling House Prohibited. No Dwelling Unit constructed on any of the Units shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the Dwelling Unit shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties.

Section 22. Occupants Bound All provisions of the Declaration, Bylaws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Owner. Every Owner shall cause all occupants of his or

her Unit to comply with the Declaration, Bylaws and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, Bylaws and rules and regulations adopted pursuant thereto.

Section 23. Other Exterior Attachments. No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his or her Dwelling Unit or placed on the outside walls of any building, and no awning, canopy, shutter or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any building without the prior consent of the Committee unless otherwise expressly authorized herein, or in any recorded subdivision plat, or by the rules, regulations and guidelines of the Committee.

Section 24. Parking and Prohibited Vehicles.

(a) **Parking.** Vehicles shall be parked only in the garages or in the Residential Drives serving the Units (but not the Residential Roadways), or other areas as determined by the Association.

(b) **Prohibited Vehicles.** Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trucks weighing in excess of three-quarters of a ton, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft and boat trailers shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Residential Real Estate except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Residential Real Estate for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with the Bylaws.

(c) **Garages and Driveways.** No dwelling shall have less than a full size one-car or more than a two-car attached garage, unless otherwise approved by the Committee.

Section 25. Playground. Any playground or other play areas or equipment furnished by the Association or erected within the Residential Real Estate shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 26. Private Water Systems. No private, or semi-private, water supply may be located upon any Unit which is not in compliance with regulations or procedures as

provided by the applicable public health agencies, or other civil authority having jurisdiction, approved by the Committee and restricted to use in connection with a sprinkler system or geothermal heating and cooling system.

Section 27. Prohibition of Used Structures. All structures constructed or placed on any Unit shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Unit.

Section 28. Quiet Enjoyment. No portion of the Residential Real Estate shall be used, in whole or in part, for the storage or any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Residential Real Estate that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Residential Real Estate. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners or allow any such noise or disturbance to be made on his or her Unit, including any noise by the use of musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other machines or equipment. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way obnoxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Residential Real Estate. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Residential Real Estate.

Section 29. Residential Use The Residential Real Estate shall be used only for single family residential purposes; provided, however, that such restriction shall not apply to any Unit or part thereof or any other part of the Residential Real Estate at any time owned by the Association which constitutes a part of the Common Areas and upon which no Dwelling Unit is located.

Section 30. Sales Office. To the extent deemed necessary or desirable by Autumn Glen, Autumn Glen, its builders, agents and employees shall be permitted to place sales offices and construction and storage facilities for uses attributable to the construction, development, marketing and maintenance of the subdivision on any unsold Unit or on any Common Area.

Section 31. Sanitary Waste Disposal.

A. **Nuisances.** No outside toilets shall be permitted on any Unit (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to be exposed.

B Construction of Sanitary Sewage Lines All sanitary sewage lines on the Units shall be designed, constructed and installed in accordance with the provisions and requirements of the Indianapolis Sanitation Department, and these Restrictions.

C. Connection Requirements for Sanitary Sewers. All homes shall have sewers directly connected by way of gravity except by the use of lift pumps and/or check valves or connections shall be one foot above the lowest manhole in the Subdivision.

Section 32. Signs No sign of any kind shall be erected within the Residential Real Estate without the written consent of the Board of Directors, except entry and directional signs installed by Declarants and such signs as may be required by legal proceedings. If permission is granted to any Person to erect a sign within the Residential Real Estate, the Board reserves the right to restrict the size, color, lettering and placement of such sign. The Board of Directors or Autumn Glen shall have the right to erect signs as they, in their discretion, deem appropriate. Signs advertising property for rent are specifically prohibited. Violation of this sign restriction will result in Fifty Dollars (\$50.00) per day liquidated damages payable to Autumn Glen until such time as the Association owns and is responsible for the maintenance of the Common Areas, at which time such liquidated damages shall be payable to the Association. Autumn Glen and/or Association shall approve all signs deemed appropriate by the Committee advertising properties for sale, which signs shall be uniform in design and placed as the Committee shall determine proper.

Section 33. Tents, Trailers and Temporary Structures. Except as may be permitted by Autumn Glen or the Committee during initial construction within the Residential Real Estate, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Unit or the Common Areas.

Section 34. Tree Removal. No trees shall be removed, except for diseased or dead trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with Article IX of this Declaration. In the event of an intentional or unintentional violation of this Section, the violator may be required by the Committee to replace the removed tree with one (1) or more trees of such size and number, and in such locations, as the Committee may determine in its sole discretion.

Section 35. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Residential Real Estate, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

Section 36. Resale Restrictions. No Units may be sold or leased by a Unit Owner to any Person or family which (i) does not have at least one occupant at least fifty-five years of age, or (ii) has any occupants (other than guests staying no longer than three (3) months) eighteen years of age or younger, unless waived in writing by the Living Center Owner who shall have the right to injunctive relief, or any other remedy under Indiana law, to enforce

such covenant. Any title insurance company or lender shall have the right to rely upon any affidavit of a buyer of a Unit to establish compliance with this Section.

Section 37. Non-Applicability to Living Center. This Article X shall not apply to or be binding upon the Living Center Owner with respect to its use and occupancy of the Living Center, except that Living Center Owner shall comply with applicable zoning laws.

ARTICLE XI

Assessments

Section 1. Annual Accounting. Annually, after the close of each fiscal year of the Association and prior to the date of the annual meeting of the Association next following the end of such fiscal year, the Board shall cause to be prepared and furnish the Owners with a financial statement of operations by the Association, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

Section 2. Proposed Annual Budget. Annually, on or before the date of the annual or special meeting of the Association at which the budget is to be acted upon, the Board of Directors shall cause to be prepared a proposed annual budget for the next ensuing fiscal year estimating the total amount of the Common Expenses for such next ensuing fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual or special meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual or special meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the next ensuing fiscal year. At such annual or special meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the Owners attending such meeting; provided, however, that in no event shall such annual or special meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas. Such replacement reserve fund for capital expenditures and replacement repair of the Common Areas shall be maintained by the Association in a separate interest bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in Marion County, Indiana selected from time to time by the Board. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the annual or special meeting of the

Association at which the budget is to be acted upon, there is no annual budget approved by the Owners as herein provided for the current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

Section 3. Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the fiscal year covered thereby as set forth in said budget, contain a proposed assessment against each Unit, which shall be the same amount for each Unit, provided, however, Units owned by Autumn Glen and its builders shall not be subject to assessment. Immediately following the adoption of the annual budget, each Owner shall be given written notice of the assessment against his respective Unit (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, each Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Unit based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Unit shall be paid in full in advance by a date specified by the Board which date shall not be earlier than fifteen (15) days after the written notice of such Regular Assessment is given to the Owners. However, at the option of the Board, the Regular Assessment against each Unit may be paid in advance in equal quarterly installments commencing on the first day of the first month of each fiscal year and quarterly thereafter through and including the first day of the last quarter of such fiscal year. Payment of the Regular Assessment, whether in one payment or in quarterly installments, shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors. In the event the Regular Assessment for a particular fiscal year of the Association was initially based upon a temporary budget,

(a) if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment and such next payment, and all payments thereafter during such fiscal year, whether annual or quarterly, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or

(b) if the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due, whether annual or quarterly, until the entire amount of such excess has been so credited; provided, however, that if an Owner had paid his Regular Assessment in full in advance, then the adjustments set forth under (a) or (b) above shall be made by a cash payment by, or refund to, the Owner or the first day of the second month following the determination of the Regular

Assessment based upon the annual budget finally adopted by the Owners. The Regular Assessment for each fiscal year of the Association shall become a lien on each separate Unit as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfer his Unit or any interest therein, shall not relieve or release such Owner or his successor as Owner of such Unit from payment of the Regular Assessment for the Unit as finally determined, and such Owner and his successor as Owner of such Unit shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Association pursuant to Section 2 of Article X hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year with respect to which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Annual or quarterly (if so determined by the Board) installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Association, and neither the Board nor the Association shall be responsible for providing any notice or statements to Owners for the same.

Section 4. Special Assessments From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in this Declaration, the Articles, the Bylaws or the Act, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Unit in the amount of its Proportionate Share (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration.

Section 5. Failure of Owner to Pay Assessments.

(a) No Owner may exempt himself from paying Regular Assessments and Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and items deemed Common Areas for purposes of maintenance, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Unit belonging to him. Each Owner shall be personally liable for the payment of all Regular and Special Assessments against his Unit. Where the Owner constitutes or consists of more than one Person, the liability of such Persons shall be joint and several. Regular and special assessments should

constitute a lien against the Units and Dwelling Units thereon. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments or Special Assessments against his Unit when due, the lien for such Assessment on the Owner's Unit and Dwelling Unit may be filed and foreclosed by the Board for and on behalf of the Association as a mortgage on real property or as otherwise provided or permitted by law. Upon the failure of an Owner to make timely payments of any such Regular Assessments or Special Assessments, when due, the Board may, in its discretion, accelerate the entire balance of the unpaid Assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Unit and Dwelling Unit which are the subject of such action shall be jointly and severally liable for the payment to the Association of reasonable rental for such Unit and Dwelling Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Unit and Dwelling Unit and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Regular Assessments or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing (and without thereby waiving) the lien securing the same. In any action to recover a Regular Assessment or Special Assessment, or any other charges due the Association, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Unit and Dwelling Unit all of the costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such Assessments or charges were due, until paid, at a rate equal to the "prime interest rate" then in effect as publicly announced or published by NBD Bank, N.A. or its successors (or if said Bank is no longer in existence, then such rate charged by another national bank in Marion County, Indiana selected by the Board) plus 4% but in no event more than the maximum rate allowable under applicable usury laws.

(b) Notwithstanding anything contained in this Section or elsewhere in this Declaration, the Articles or the Bylaws, any sale or transfer of a Unit and Dwelling Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment or other charges as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Unit and Dwelling Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments or other charges thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments or other charges, the lien for which has been divested as aforesaid, shall, if not collected from the party personally liable therefor, be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Unit and Dwelling Unit from which it arose).

Section 6. Initial Budgets and Assessments. Notwithstanding anything to the contrary contained herein, in the Articles, in the Bylaws, in the Act or otherwise, until the Applicable Date the annual budget and all Regular Assessments and Special Assessments shall be established by the Initial Board without meetings of or concurrence of the Owners. The agency, power of attorney and proxy granted to Senior Living Properties by each Owner pursuant to Section 2 of Article V hereof shall be deemed to cover and include each Owner's right to vote on and approve the annual budget and any Regular Assessments and Special Assessments until the Applicable Date.

Section 7. Builder Assessments and Maintenance. Until the Applicable Date, no Regular Assessments, Special Assessments or other charges shall be owed or payable by Autumn Glen, or its builders (except as provided below), with respect to any Unit or other portion of the Real Estate owned by them, nor shall any such Assessments or charges become a lien on any such Unit or other portion of the Real Estate owned by Autumn Glen or its builders, nor shall any such Assessments or charges become a lien on any such Unit or other portion of the Real Estate owned by Autumn Glen. Assessments against a Unit shall commence to accrue from the date each Unit is conveyed by Autumn Glen or its builders to another Person, and a prorated portion of the Regular Assessment for the balance of the fiscal year of the Association against each Unit so conveyed by Autumn Glen or its builders shall be paid by each purchaser upon such conveyance. Upon the conveyance of any Block or Unit by Autumn Glen to any of its builders, the builder shall be exempt from assessments as provided above until the builder conveys the Unit or leases the same to any Person, at which time the assessment shall begin to accrue. So long as any assessments are not accruing against a Unit or Block owned by a builder, the builder shall maintain the landscaping, common areas and limited common areas associated with such Block or Unit. In the event that any builder fails to provide such maintenance, the Association or Autumn Glen, upon 30 days prior written notice to the builder, may conduct such maintenance and charge the same to the builder and his Block or Units as a Special Assessment.

Section 8. Initial Working Capital and Start-Up Fund. Upon the closing of the initial conveyance of each Unit by Autumn Glen to another Person, the purchaser of such Unit shall pay to the Association, in addition to any other amount then owed or due to the Association, as a contribution to its working capital and start-up fund, an amount equal to one-sixth (1/6th) of the then current annual Regular Assessment against such Unit, which payment shall be non-refundable and shall not be considered as an advance payment of any Assessment or other charge owed the Association with respect to such Unit. Such working capital and start-up fund shall be held and used by the Association for payment of, or reimbursement to Autumn Glen for advances made to pay, expenses of the Association for its early period of operation of the Real Estate, to enable the Association to have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary by the Board.

Section 9. Living Center Owner. In no event is the Living Center Owner to be liable for any assessments.

ARTICLE XII
Mortgages

Section 1. Notice to Association. Any Owner who places a first mortgage lien upon his Unit, or the Mortgagee, shall notify the Secretary of the Association thereof and provide the name and address of the Mortgagee. A record of each such first mortgage, and name and address of the Mortgagee, shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the Bylaws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the Bylaws or otherwise shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of this Declaration, the Bylaws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise

The Association shall, upon request of a Mortgagee who has furnished the Association with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the Bylaws which is not cured within sixty (60) days

Section 2. Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Unit, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Unit, which statement shall be binding upon the Association and the Owners, and any Mortgagee or grantee of the Unit shall not be liable for nor shall the Unit conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement except as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 3 of Article IV hereof.

ARTICLE XIII
Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Building and placed on the dividing line between the Units thereon shall constitute a party wall, to the extent not consistent with the provisions of this Article, the general rules of law of the State of Indiana regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Unit Owners shall each maintain at all times their respective sides of the common party wall, and no Unit Owner shall make any modifications or alterations to the common party wall or the roof or

take any other action, which diminishes or reduces the structural integrity of the common party wall or the roof.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Unit Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it to the extent the Association does not receive insurance proceeds, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, a Unit Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribute Runs with Land. The right of any Unit Owner to a contribution from any other Unit Owner under this Article shall be appurtenant to the land and shall pass to such Unit Owner's successors in title.

Section 6. Encroachments. If any portion of the Common Areas or common walls encroaches upon any Unit, or if any Dwelling Unit encroaches upon any other Unit, or upon any portion of the Common Areas, as a result of the construction of a Building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the Buildings, a valid easement for the encroachment and for the maintenance of same shall exist. In the event any Dwelling Unit or adjoining Common Area shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of part of the Common Areas upon any Unit, or of any Dwelling Unit upon any other Unit or upon any portion of the Common Areas due to such rebuilding shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand. Each Block is divided into two or four Units. To the extent that common walls within each Building on a Block are not located upon the internal Unit lines dividing the Block, such Unit lines shall be deemed changed so as to be located within the centerline of each common party wall.

Section 7. Dispute. In the event of any dispute arising concerning a party wall, or other provisions of this article, such dispute shall be determined by the Association.

ARTICLE XIV
Insurance

Section 1. Casualty Insurance. The Association shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring the Common Areas in an amount consonant with the full replacement value of the improvements which, in whole or in part, comprise the Common Areas. In addition, the Association shall purchase a master casualty insurance policy with an "agreed amount and inflation guard endorsement" and a "blanket building endorsement" affording fire and extended coverage insurance insuring each Building and each Dwelling Unit in an amount consonant with the full replacement value of the improvements, which, in whole or in part, comprise the Dwelling Units, excluding all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by any Unit Owner and excluding any personal property owned by any Unit Owner wherever located on any Unit, Limited Common Area or elsewhere. If the Board of Directors can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board, the Board may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall name the Association as the insured, for the benefit of each Owner (to the extent, if any, that individual Owners have an independent interest in the property covered thereby).

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Association as hereinabove set forth shall be paid to it or to the Board of Directors. In the event that the Board of Directors has not posted surety bonds for the faithful performance of their duties as such Directors or if such bonds do not exceed the funds which will come into its hands, and there is damage to a part or all of the Common Areas resulting in a loss, the Board of Directors shall obtain and post a bond for the faithful performance of its duties in an amount to be determined by the Board, but not less than 150% of the loss, before the Board shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty on the Board in connection with any such insurance proceeds shall be to receive such proceeds as are paid and to hold the same for the purposes elsewhere stated herein, and for the benefit of the Owners. The proceeds shall be used or distributed by the Association or the Board, as appropriate, only in accordance with the provisions of this Declaration.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual

Owners, and (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Association does not elect to restore.

Section 2. Public Liability Insurance. The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of \$1,000,000.00 per occurrence. Such comprehensive public liability insurance policy shall cover all of the Common Areas and shall insure the Association, the Board of Directors, any committee or organ of the Association or Board, any Managing Agent appointed or employed by the Association, the Declarants, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate, all Owners of Units and all other persons entitled to occupy any Unit or Dwelling Unit. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

Section 3. Other Insurance The Association shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation and occupational disease insurance, and such other insurance as the Board of Directors may from time to time deem necessary, advisable or appropriate, including but not limited to, liability insurance on vehicles owned or leased by the Association and officers' and directors' liability policies. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, the Board of Directors and any Managing Agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors the proceeds of which are payable to the Board or the Association.

Section 4. General Provisions. The premiums for all insurance hereinabove described shall be paid by the Association as part of the Common Expenses. Upon request of any Owner or Mortgagee whose interest may be affected thereby, the Association shall provide such Owner or mortgagee with a description of the insurance coverage maintained by the Association.

In no event shall any distribution of insurance proceeds be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance or insurance policy as it applies to such Owner's share of such proceeds. In such event any remittances shall be to the Owner and his Mortgagee jointly. The same method of distribution shall also apply to the distribution of any condemnation awards in connection with any taking of any of the Common Areas. Notwithstanding the foregoing, under no circumstances shall any distribution of insurance proceeds or condemnation awards be made by the Association to any Owners or Mortgagees if to do so would be in violation of the Act or if the same would constitute a distribution of earnings, profits or pecuniary gain to the

members of the Association; in any such event, any such insurance proceeds or condemnation awards shall be retained by the Association for use in the payment of its expenses of operation.

Section 5. Insurance by Owners. Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable, at his own expense, affording coverage upon his personal property, the contents fixtures, improvements, furnishings, floor, ceiling and wall coverings of his Dwelling Unit, his personal property stored anywhere on the Real Estate, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association.

ARTICLE XV Casualty and Restoration; Condemnation

In the event of damage to or destruction of the structure and exterior of any Building or Dwelling Unit, or any of the Common Areas, due to fire or any other casualty or disaster, the Association shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Association, if any, shall be applied to the cost of such repair and reconstruction.

If the insurance proceeds, if any, received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Building, Dwelling Unit or Common Areas so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Association against all of the Unit Owners in accordance with their Proportionate Share. Any such amounts assessed against the Unit Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Building, Dwelling Unit or Common Areas to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same architecture and materials.

Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors or Association has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires or deems necessary.

Encroachments upon any Unit which may be created as a result of such reconstruction or repair of any Dwelling Unit or Common Areas shall not constitute a claim or basis of a proceeding or action by the Owner upon whose Unit such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Building or Common Areas were originally constructed.

Section 1. Total or Partial Condemnation. (a) In the event of the condemnation of all or any part of the Common Areas or of all or any part of any Building, Dwelling Unit or Unit, the Board is hereby authorized to negotiate with the condemning authority and/or to contest an award made for the appropriation of such Common Areas, Building or Dwelling Units. For the purpose of such negotiation and/or of contest of such award to the Board as to Buildings and Dwelling Units and Areas, the Board is hereby declared to be the agent and attorney-in-fact of any Unit Owner affected by the condemnation. This appointment of the Board shall be deemed coupled with an interest and shall be irrevocable. Nothing contained herein, however, shall preclude any Unit Owner from asserting any rights or claims to compensation which cannot be legally asserted by the Board.

(b) Awards for the taking of all or part of a Building, Dwelling Unit or Unit shall be collected by the Board and distributed to the affected Unit Owners. To the extent possible, negotiated awards or awards resulting from a contest shall specify the allocation of the award among Unit Owners affected. In the event that an Owner does not agree with the distribution of an award, said Unit Owner shall be entitled to have the dispute settled by arbitration. The protesting Owner shall appoint one arbitrator, the Board acting as agent for all other affected Owners shall appoint one arbitrator and the two appointed arbitrators shall appoint a third arbitrator. A majority decision of the arbitrators shall be binding on all Unit Owners and shall be enforceable.

ARTICLE XVI Annexation

Autumn Glen hereby reserves the right, from time to time and at any time, to annex any portion of adjacent real estate into Autumn Glen at German Church. As of the date on which Autumn Glen annexes any portion of adjacent real estate into the subdivision (the "Annexed Real Estate"), the Annexed Real Estate shall be deemed to be (for all purposes) included within Autumn Glen at German Church; all references in these covenants and restrictions or in the Declaration to "Autumn Glen" shall be deemed to include the Annexed Real Estate; all references in these covenants and restrictions or in the Declaration to "Residential Real Estate" shall be deemed to include all parcels of land within the Annexed Real Estate; all references in these covenants and restrictions or in the Declaration to "Units" shall be deemed to include all Units within the Annexed Real Estate; and all easements created by these covenants and restrictions or in the Declaration shall bind, benefit, burden and run with the Annexed Real Estate. As of the date on which Autumn Glen annexes any portion of the adjacent real estate into Autumn Glen at German Church, the owners of the Annexed Real

Estate shall be deemed to be (for all purposes) owners of Units within Autumn Glen at German Church; all references in these covenants and restrictions or the Declaration to "Owner(s)" shall be deemed to include all owners of Units within the annexed Real Estate; and all easements created herein shall bind, benefit and burden the owners of Units within the Annexed Real Estate and the mortgages, grantees, heirs, assigns and successors of such owners, as provided herein. In the event of such annexation, Autumn Glen shall have the option of creating a separate lake or drainage system to be maintained only by the Owners of Units in the annexed Real Estate.

ARTICLE XVII Amendment of Declaration

Section 1. Generally Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(a) **Notice.** Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered

(b) **Resolution.** A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

(c) **Meeting.** The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the Bylaws.

(d) **Adoption.** Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75% in the aggregate of the votes of all Owners). In the event any Unit or Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.

(e) **Special Amendments.** No amendment to this Declaration shall be adopted which changes (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or (2) the provisions of Article XI of this Declaration with respect to casualty insurance to be maintained by the Association, or (3) the provisions of Article XII of this Declaration with respect to reconstruction or repair of the Common Areas in the event of fire or any other casualty or disaster, or (4) the provisions of this Declaration establishing the Committee and providing for its functions, without, in each or any of such circumstances, the unanimous approval of all Owners and of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the Declaration

(f) **Recording.** Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded

Section 2. Amendments by Autumn Glen Only Notwithstanding the foregoing or anything else contained herein, Autumn Glen shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Association, the Board of Directors, any Mortgagees or any other Person to amend or supplement this Declaration at any time and from time to time if Autumn Glen records the modification in the Office of the Recorder of Marion County, Indiana, and if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Units and Dwelling Units, (c) to bring this Declaration into compliance with any governmental requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) function similar to those performed by such agencies or entities, (e) to subject additional property to these restrictions, (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, (g) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein, or (h) change the substance of one or more covenants, conditions, terms or provisions hereof but (A) does not materially increase the obligation(s) of any owner under any covenant, condition, term or provision without such owner's consent or (B) is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by (and granted by each Owner to) Autumn Glen to vote in favor of, make, or consent to any amendments described in this Section 2 or behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to Autumn Glen to vote in favor of, make, execute and record any such amendments. The right of Autumn Glen to act pursuant to rights reserved or granted under this Section 2 shall terminate at such time as Autumn Glen no longer holds or controls title to any part or portion of the Real Estate.

ARTICLE XVIII
Acceptance and Ratification

All present and future Owners, Mortgagees, tenants and occupants of the Units and Dwelling Units, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles, the Bylaws and the rules, regulations and guidelines as adopted by the Board of Directors and (to the extent of its jurisdiction) the Committee, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance of the act of occupancy of any Unit or Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Articles, the Bylaws and rules, regulations and guidelines, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any Person having at any time any interest or estate in an Unit or Dwelling Unit or the Real Estate, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may own, occupy, use, enjoy or control a Unit or Dwelling Unit or any part of the Real Estate in any manner shall be subject to this Declaration, the Articles, the Bylaws, and the rules, regulations and guidelines applicable thereto as each may be amended or supplemented from time to time.

ARTICLE XIX
Negligence

Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family his or their guests, employees, agents, invitees or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his violation of any of the Restrictions or any violation thereof by any member of his family or his or their guests, employees, agents, invitees or tenants.

ARTICLE XX
Benefit and Enforcement

Section 1. Covenants Appurtenant to Land. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after the later of twenty-five (25) years or the Applicable Date a majority, based upon the aggregate number of Units and Living Center Rooms of Class A and Class B Members agree to change (or terminate) said covenants in whole or in part and on the condition that an instrument to that effect signed by the Unit owners voting in favor of such

change has been recorded; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto

Section 2. Prosecution of Violations It shall be lawful for the Association, the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any covenant, conditions, provisions or restrictions contained herein either to prevent such person or persons from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. All costs of litigation and attorneys' fees resulting from violation of these covenants and restrictions shall be the financial responsibility of the Unit Owner or Owners found to be in violation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenant shall not be considered as a waiver of the right to enforce any covenant herein, thereafter. Notwithstanding the foregoing, any violation of these covenants or the Declaration may be waived by a majority of the then owners of the Units in this subdivision

ARTICLE XXI

Miscellaneous

Section 1. Costs and Attorneys' Fees In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the Articles or the Bylaws, or to comply with any provision of this Declaration, the Articles, the Bylaws, or the rules, regulations and guidelines adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.

Section 2. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Areas or by abandonment of his Unit or Dwelling Unit.

Section 3. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles or the Bylaws and each shall be enforceable to the greatest extent permitted by law.

Section 4. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

Section 5. Interpretation. The captions and titles of the various articles, sections, sub-sections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof

IN WITNESS WHEREOF, Autumn Glen Realty I, LLC, and Senior Living Properties, II, LLC, by their duly authorized Manager, Declarants herein, have executed this Declaration on the day and year first hereinabove set forth.

AUTUMN GLEN REALTY I, LLC

By: Richard L. Johnson
Richard L. Johnson, Manager

SENIOR LIVING PROPERTIES II, LLC

By: Richard L. Johnson
Richard L. Johnson, Manager

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared Richard L. Johnson, the Manager of Autumn Glen Realty I, LLC, and Senior Living Properties II, LLC, who acknowledged the execution of the above and foregoing instrument for and on behalf of said limited liability company, and, who having been duly sworn, stated that any representations contained therein are true

WITNESS my hand and Notarial Seal this 4th day of Sept., 1998.

My Commission Expires:
06/18/00

Kathleen A. Foley
Notary Public
Printed Kathleen A. Foley
Resident of Marion County

This instrument was prepared by Robert T. Wildman
HENDERSON, DAILY, WITHROW & DEVOE
2600 One Indiana Square
Indianapolis, Indiana 46204
(317) 639-4121

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APPROVED
DAN C. SEPT, 4th 1998
Christine Stewart

LEGAL DESCRIPTION
Autumn Glen at German Church

A part of the East Half of the Southeast Quarter of Section 28, Township 16 North, Range 5 East, of the Second Principal Meridian, situate in Warren Township, Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 28, Township 16 North, Range 5 East; thence North 00 degrees 12 minutes 27 seconds East (basis of bearings) on and along the East line of said Southeast Quarter 320.00 feet to the POINT OF BEGINNING of this description; thence South 90 degrees 00 minutes 00 seconds West parallel with the South line of said Southeast Quarter 1335.55 feet; thence North 00 degrees 06 minutes 45 seconds East 807.60 feet; thence South 89 degrees 53 minutes 15 seconds East 266.51 feet; thence North 07 degrees 56 minutes 46 seconds West 131.34 feet; thence North 64 degrees 31 minutes 26 seconds East 278.57 feet; thence South 70 degrees 01 minutes 23 seconds East 77.33 feet; thence North 74 degrees 12 minutes 44 seconds East 137.10 feet to a point on a non-tangent curve to the right, said curve having a radius of 225.00 feet and being subtended by a long chord bearing South 17 degrees 06 minutes 00 seconds East 11.12 feet; thence Southerly on and along said curve to the right an arc distance of 11.12 feet; thence North 74 degrees 18 minutes 59 seconds East 50.00 feet to a point on a non-tangent curve to the right, said curve having a radius of 275.00 feet and being subtended by a long chord bearing South 00 degrees 14 minutes 01 seconds West 150.84 feet; thence Southerly on and along said curve to the right an arc distance of 152.79 feet; thence South 26 degrees 03 minutes 27 seconds East 21.66 feet to a point on a non-tangent curve to the left, said curve having a radius of 275.00 feet and being subtended by a long chord bearing South 81 degrees 35 minutes 54 seconds East 97.46 feet; thence Easterly on and along said curve to the left an arc distance of 97.98 feet to the point of tangency thereof; thence North 88 degrees 11 minutes 40 seconds East 5.20 feet to the point of curvature of a tangent curve to the right, said curve having a radius of 425.00 feet and being subtended by a long chord bearing South 85 degrees 55 minutes 21 seconds East 87.12 feet; thence Easterly on and along said curve to the right an arc distance of 87.28 feet to the point of tangency thereof; thence South 80 degrees 02 minutes 22 seconds East 69.42 feet to the point of curvature of a tangent curve to the left, said curve having a radius of 300.00 feet and being subtended by a long chord bearing South 88 degrees 20 minutes 22 seconds East 86.61 feet; thence Easterly on and along said curve to the left an arc distance of 86.92 feet to the point of tangency thereof; thence North 83 degrees 21 minutes 38 seconds East 45.65 feet to the point of curvature of a tangent curve to the right, said curve having a radius of 226.00 feet and being subtended by a long chord bearing South 87 degrees 58 minutes 41 seconds East 68.07 feet; thence Easterly on and along said curve to the right an arc distance of 68.33 feet to the point of tangency thereof; thence South 79 degrees 19 minutes 00 seconds East 21.29 feet; thence North 50 degrees 26 minutes 44 seconds East 31.98 feet; thence North 00 degrees 12 minutes 27 seconds East 168.00 feet; thence South 89 degrees 47 minutes 33 seconds East 70.00 feet to a point on the East line of said Southeast Quarter; thence South 00 degrees 12 minutes 27 seconds West on and along the East line of said Southeast Quarter 1052.70 feet, to the POINT OF BEGINNING, containing 28.499 acres more or less.

LEGAL DESCRIPTION
Living Center Real Estate

A part of the East Half of the Southeast Quarter of Section 28, Township 16 North, Range 5 East, of the Second Principal Meridian, situate in Warren Township, Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 28, Township 16 North, Range 5 East; thence North 00 degrees 12 minutes 27 seconds East (basis of bearings) on and along the East line of said Southeast Quarter 1078.12 feet; thence North 89 degrees 47 minutes 33 seconds West 70.00 feet; thence North 44 degrees 47 minutes 27 seconds West 35.36 feet; thence North 89 degrees 47 minutes 21 seconds West 71.13 feet to the point of curvature of a tangent curve to the right, said curve having a radius of 388.12 feet and being subtended by a long chord bearing of North 78 degrees 49 minutes 43 seconds West 147.59 feet; thence Westwardly on and along said curve to the right, an arc distance of 148.49 feet to a point of reverse curvature, said reverse curve having a radius of 190.11 feet and being subtended by a long chord bearing North 73 degrees 57 minutes 07 seconds West 40.30 feet; thence Westwardly on and along said reverse curve an arc distance of 40.37 feet to the point of tangency thereof; thence North 80 degrees 02 minutes 22 seconds West 43.18 feet to the point of curvature of a tangent curve to the left, said curve having a radius of 375.00 feet and being subtended by a long chord bearing North 85 degrees 55 minutes 21 seconds West 76.87 feet; thence Westwardly on and along said curve to the left, an arc distance of 77.01 feet to the point of tangency thereof; thence South 88 degrees 11 minutes 40 seconds West 5.20 feet to the point of curvature of a tangent curve to the right, said curve having a radius of 325.00 feet and being subtended by a long chord bearing North 81 degrees 08 minutes 43 seconds West 120.24 feet; thence Westwardly on and along said curve to the right, an arc distance of 120.94 feet; thence South 71 degrees 03 minutes 33 seconds West 23.06 feet; thence South 34 degrees 55 minutes 59 seconds West 117.19 feet to the point of curvature of a tangent curve to the left, said curve having a radius of 225.00 feet and being subtended by a long chord bearing South 32 degrees 30 minutes 28 seconds West 19.82 feet; thence Southwesterly on and along said curve to the left, an arc distance of 19.81 feet; thence North 60 degrees 00 minutes 55 seconds West 50.00 feet to the POINT OF BEGINNING of this description; thence continuing North 60 degrees 00 minutes 55 seconds West 16.83 feet; thence South 64 degrees 31 minutes 26 seconds West 210.59 feet; thence South 89 degrees 50 minutes 43 seconds West 111.70 feet; thence North 07 degrees 56 minutes 46 seconds West 262.68 feet; thence North 64 degrees 31 minutes 26 seconds East 278.57 feet; thence South 70 degrees 01 minutes 23 seconds East 77.33 feet; thence North 74 degrees 12 minutes 44 seconds East 137.10 feet to a point on a non-tangent curve to the right, said curve having a radius of 225.00 feet and being subtended by a long chord bearing South 08 degrees 15 minutes 26 seconds West 202.71 feet; thence Southerly on and along said curve to the right, an arc distance of 210.28 feet to the point of tangency thereof; thence South 35 degrees 01 minutes 52 seconds West 106.70 feet to the point of curvature of a tangent curve to the left, said curve having a radius of 275.00 feet and being subtended by a long chord bearing South 32 degrees 30 minutes 28 seconds West 24.21 feet; thence Southwesterly on and along said curve to the left, an arc distance of 24.22 feet to the POINT OF BEGINNING, containing 2.898 acres, more or less.

LEGAL DESCRIPTION
Residential Real Estate

A part of the East Half of the Southeast Quarter of Section 28, Township 16 North, Range 5 East, of the Second Principal Meridian, situate in Warren Township, Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 28, Township 16 North, Range 5 East; thence North 00 degrees 12 minutes 27 seconds East (basis of bearings) on and along the East line of said Southeast Quarter 320.00 feet; thence South 90 degrees 00 minutes 00 seconds West parallel with the South line of said Southeast Quarter 70.00 feet to the POINT OF BEGINNING of this description; thence continuing South 90 degrees 00 minutes 00 seconds West parallel with the South line of said Southeast Quarter 1335.55 feet to a point on the West line of the East Half of said Southeast Quarter; thence North 00 degrees 06 minutes 45 seconds East on and along said West line 807.60 feet; thence South 89 degrees 53 minutes 15 seconds East 266.51 feet; thence South 07 degrees 56 minutes 46 seconds East 131.34 feet; thence North 89 degrees 50 minutes 43 seconds East 111.70 feet; thence North 64 degrees 31 minutes 26 seconds East 210.59 feet; thence South 60 degrees 00 minutes 55 seconds East 16.83 feet to a point on a non-tangent curve to the left, said curve having a radius of 275.00 feet and being subtended by a long chord bearing South 15 degrees 41 minutes 02 seconds West 135.86 feet; thence Southerly on and along said curve to the left an arc distance of 137.28 feet to the point of tangency thereof; thence South 01 degrees 23 minutes 00 seconds West 185.98 feet to the point of curvature of a tangent curve to the right, said curve having a radius of 50.00 feet and being subtended by a long chord bearing South 17 degrees 12 minutes 51 seconds West 27.28 feet; thence Southerly on and along said curve to the right an arc distance of 27.63 feet to a point of compound curvature; thence Southwesterly on and along a curve to the right, said curve having a radius of 35.00 feet and being subtended by a long chord bearing South 49 degrees 13 minutes 31 seconds West 19.51 feet, an arc distance of 19.77 feet to a point of reverse curvature; thence Southwesterly, Southerly, Southeasterly, Easterly, Northeasterly and Northerly on and along a curve to the left, said curve having a radius of 50.00 feet and being subtended by a long chord bearing South 68 degrees 53 minutes 58 seconds East 71.56 feet, an arc distance of 234.41 feet to a point of reverse curvature; thence Northerly on and along a curve to the right, said curve having a radius of 25.00 feet and being subtended by a long chord bearing North 03 degrees 25 minutes 06 seconds West 16.93 feet, an arc distance of 17.27 feet to a point of reverse curvature; thence Northerly on and along a curve to the left, said curve having a radius of 175.00 feet and being subtended by a long chord bearing North 08 degrees 52 minutes 31 seconds East 45.64 feet, an arc distance of 45.77 feet to the point of tangency thereof; thence North 01 degrees 23 minutes 00 seconds East 187.35 feet to the point of curvature of a tangent curve to the right, said curve having a radius of 225.00 feet and being subtended by a long chord bearing North 18 degrees 12 minutes 26 seconds East 130.24 feet; thence Northerly and Northeasterly on and along said curve to the right an arc distance of 132.13 feet to the point of tangency thereof; thence North 34 degrees 55 minutes 59 seconds East 117.19 feet; thence North 71 degrees 03 minutes 33 seconds East 23.06 feet to a point on a non-tangent curve to the left, said curve having a radius of 325.00 feet and being subtended by a long chord bearing South 81 degrees 08 minutes 43 seconds East 120.24 feet; thence Easterly on and along said curve to the left an arc distance of 120.94 feet to the point of tangency thereof; thence North 88 degrees 11 minutes 40 seconds East 5.20 feet to the point of curvature of a tangent curve to the right, said curve having a radius of 375.00 feet and being subtended by a long chord bearing South 85 degrees 55 minutes 21 seconds East 76.87 feet; thence Easterly on and along said curve to the right an arc distance of 77.01 feet to the point of tangency thereof; thence South 80 degrees 02 minutes 22 seconds East 43.18 feet to the point of curvature of a tangent curve to the right, said curve having a radius of 190.11 feet and being subtended by a long chord bearing South 73 degrees 57 minutes 07 seconds East 40.30 feet; thence Easterly on and along said curve to the right an arc distance of 40.37 feet to a point of reverse curvature; thence Easterly on and along a curve to the left, said curve having a radius of 388.12 feet and being subtended by a long chord bearing South 78 degrees 49 minutes 43 seconds East 147.59 feet, an arc distance of 148.49 feet to the point of tangency thereof; thence South 89 degrees 47 minutes 21 seconds East 71.13 feet; thence South 44 degrees 47 minutes 27 seconds East 35.36 feet; thence South 00 degrees 12 minutes 27 seconds West parallel with the East line of said Southeast Quarter 758.38 feet to the POINT OF BEGINNING, containing 22.137 acres, more or less

3

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF
AUTUMN GLEN AT GERMAN CHURCH**

THIS AMENDMENT is made as of this 20th day of April, 1999, by AUTUMN GLEN REALTY I, LLC, an Indiana limited liability company ("Autumn Glen").

Recitals

A. Autumn Glen is one of the Declarants under that certain Declaration of Covenants and Restrictions of Autumn Glen at German Church dated September 4, 1998, and recorded on September 22, 1998, as Instrument No. 1998-0164131 and Instrument No. 1998-0164132 in the Office of the Recorder of Marion County, Indiana (the "Declaration").

B. Pursuant to Section 3 of Article II of the Declaration, easements for utilities and other purposes were granted on, under and through the Residential Real Estate, other than areas reserved for Units and Blocks.

C. In connection with the development of the Residential Real Estate, the Units and Blocks as designated on the Plat of the Real Estate are slightly larger than the Dwelling Unit to be constructed thereon, leaving portions of the Blocks and Units available for use for easements.

D. Autumn Glen desires to enter into this Amendment to clarify that easements may run over portions of the Blocks and Units not occupied by the Dwelling Units, all as hereinafter more specifically provided.

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals and pursuant to the terms of the Declaration, Autumn Glen hereby agrees and declares, as follows:

1. Section 3 of Article II of the Declaration, is hereby superseded and replaced in its entirety by the following:

"Section 3. Utility Easements and Right-of-Ways. There shall be and hereby are reserved, whether or not shown upon any plat of the Residential Real Estate, easements and rights-of-way for the benefit of governmental agencies, authorities and instrumentalities and for the benefit of public utilities, and for the benefit of the Living Center, the Association and the Owners, on, under and through the Residential Real Estate (other than those portions of the Units and Blocks occupied by the Dwelling Units as originally constructed) for the ownership, use, operation and maintenance, repair and replacement of water, sewage, gas, electrical, cable, computer lines and other facilities, public and

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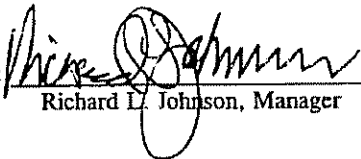
Inst # 2000-0008807

private, including lines, pipes, wires, valves, switches, etc., and the Residential Real Estate may be entered under reasonable circumstances for maintenance and repair of the aforementioned utilities or facilities. Autumn Glen may, in its discretion, limit such utility easements to areas over the Residential Real Estate as may be designated by Autumn Glen in any utility grant to a public utility. Autumn Glen shall also have the right to grant underground utility easements beneath Dwelling Units for the benefit of other Dwelling Units located in the same Block. The water main and hydrants constructed within the Common Areas or the utilities, sewage, and drainage easements shall be maintained by the Association and all charges in connection with water supplied for fire protection service shall be separately billed to and be paid by the Association. All other utilities constructed within the utilities, sewage and drainage easements shall be maintained as required by the party responsible for the installation thereof or who is otherwise charged with responsibility for the maintenance thereof by contract, rule, regulation, ordinance, law or in some other way and all charges for such other utility service, including water service, to each Dwelling Unit and the Living Center shall be billed to the Owner thereof without liability on the part of the Association."

2. This Amendment is made by Autumn Glen pursuant to Section 2 of Article XVII permitting Autumn Glen to unilaterally amend the Declaration for the purpose, among others, of bringing the Declaration into compliance with any governmental requirements, to clarify or further define any easement or to correct clerical errors. All capitalized terms used in this Amendment not otherwise defined herein shall have the meanings ascribed to them as set forth in the Declaration. Except as specifically amended above, the Declaration remains in full force and effect.

IN WITNESS WHEREOF, Autumn Glen Realty I, LLC by its duly authorized manager has executed this Amendment as of the day and year first hereinabove set forth.

AUTUMN GLEN REALTY I, LLC

By: 
Richard L. Johnson, Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Richard L. Johnson, the Manager of Autumn Glen Realty I, LLC, who acknowledged the execution of the foregoing First Amendment to Declaration of Covenants and Restrictions of

Autumn Glen at German Church, for and on behalf of said Company, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 20TH day of APRIL, 1999.

My Commission expires:

6-23-2001

Thomas G. Spence
Notary Public
Printed: THOMAS G. SPENCE
Resident of HONOLIKS County



This Instrument prepared by Christopher D. Long
HENDERSON, DAILY, WITHROW & DEVOE
2600 One Indiana Square
Indianapolis, Indiana 46204
(317) 639-4121

[Handwritten mark]

2

**Second Amendment to Declaration
of Covenants and Restrictions of Autumn Glen at German Church**

THIS SECOND AMENDMENT ("Amendment") is made as of this 18 day of March, 2002, by AUTUMN GLEN REALTY I, LLC, an Indiana limited liability company ("Autumn Glen").

Recitals

A. Autumn Glen is one of the Declarants under that certain Declaration of Covenants and Restrictions of Autumn Glen at German Church (the "Real Estate") dated September 4, 1998, and recorded on September 22, 1998, as Instrument No. 1998-0164131 and Instrument No. 1998-0164132, and amended by the First Amendment, Instrument No. 2000-0008807, all in the Office of the Recorder of the Marion County, Indiana (the "Declaration").

B. The Real Estate is located in the City of Indianapolis (the "City"). The City has recently adopted new policies with respect to stormwater practices. These policies apply retroactively to all residential communities in Indianapolis under construction as of October 1, 2001.

C. The Department of Metropolitan Development, the City Department responsible for enforcing these policies, has set forth language that must be incorporated into the Covenants and Restrictions of each active residential community under construction as of October 1, 2001, including the Real Estate

D. Autumn Glen desires to enter into this Amendment to incorporate this language on stormwater, and to ensure the Real Estate is in compliance with City policy.

Agreement

NOW THEREFORE, in consideration of the foregoing Recitals and pursuant to the terms of the Declaration, Autumn Glen hereby agrees and declares, as follows:

I Add a new Section 5 to Article II of the Declaration, which shall state in its entirety:

"Section 5. Stormwater Management. The Real Estate has been designed to include a stormwater quality best management practice ("BMP") that must be maintained by what the City of Indianapolis ("City") refers to as "the BMP owner". For the purposes of this Declaration, the BMP owner shall be the Association, once established, and prior to that date, the Declarant. The Operations and Maintenance Manual for each BMP shall be recorded in the Office of the Recorder of Marion County, Indiana, and this Manual shall be the

03/26/02 10:26AM HANDA MARTIN MARION CTY RECORDER NJK 13.00 PAGES: 2
Inst # 2002-0056486

_____ | || _____

responsibility of the Association, subject to all fees and other City requirements."

2 This Amendment is made by Autumn Glen pursuant to Section 2 of Article XVII permitting Autumn Glen to unilaterally amend the Declaration for the purpose, for among other items, to bring the Declaration into compliance with any governmental requirements.

IN WITNESS WHEREOF, the Autumn Glen Realty I, LLC, by its duly authorized Manager has executed this Amendment as of the day and year first hereinafter set forth.

AUTUMN GLEN REALTY I, LLC

By *Richard L. Johnson*
Richard L. Johnson, Manager

State of Indiana)
)
County of Marion)

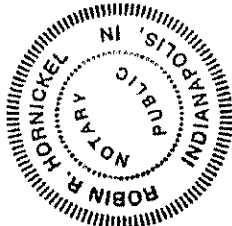
Before me, a Notary Public in and for said County and State, personally appeared Richard L. Johnson, the Manager of Autumn Glen Realty I, LLC, who acknowledged the execution of the foregoing Second Amendment to Declaration of Covenants and Restrictions of Autumn Glen at German Church, for and on behalf of said of Company, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 20 day of March, 2002.

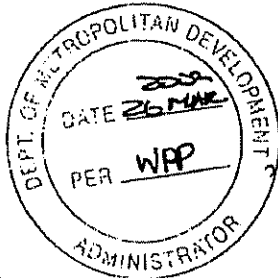
Robin Hornickel
Notary Public

Printed: Robin Hornickel

Resident of Marion County,
Indiana EXP. 4.23.2009



This instrument was prepared by Brian M. Giffin; 5740 Decatur Boulevard, Indianapolis, Indiana 46241; (317) 821-8100.



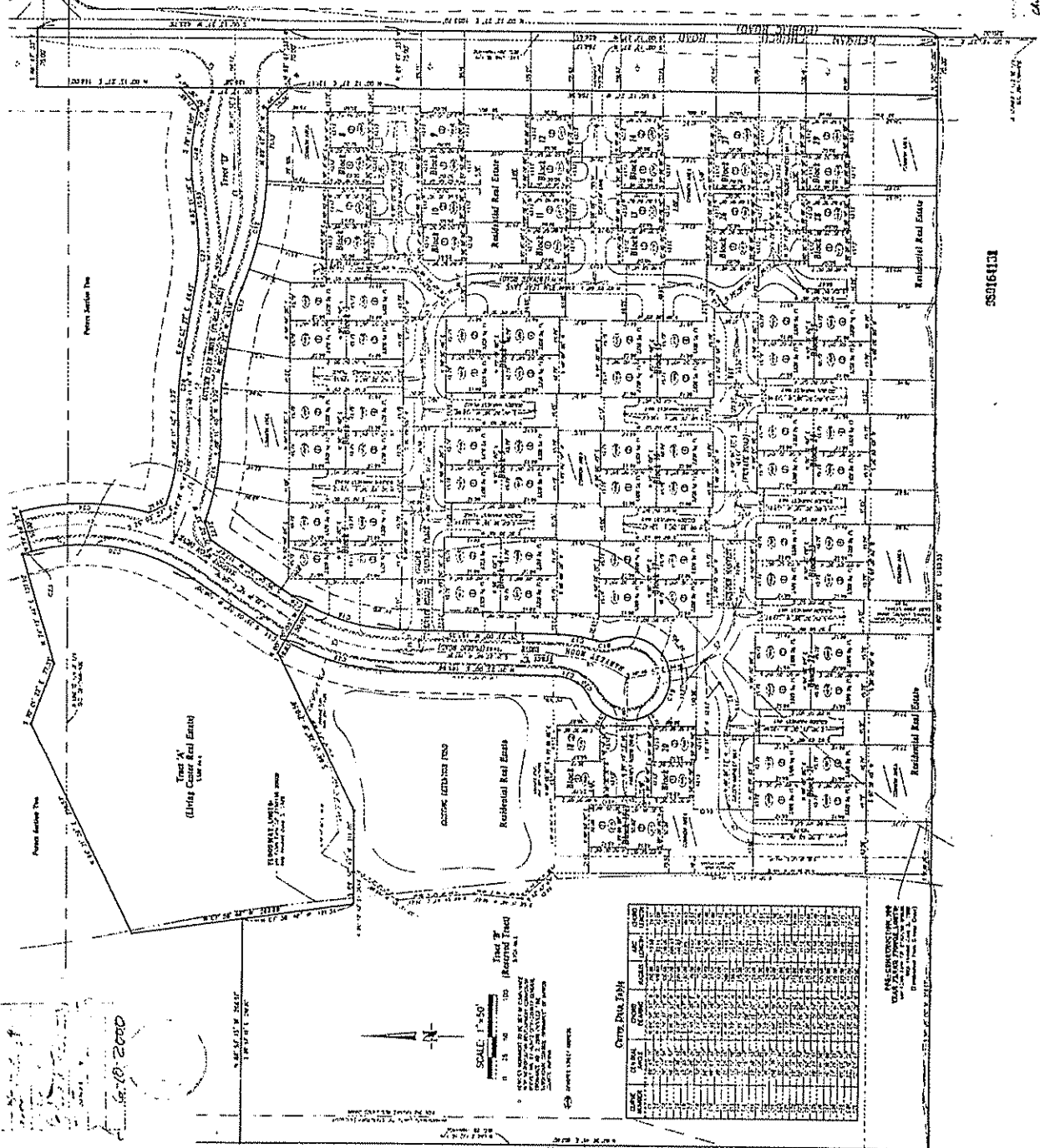
MEETINGS 22ND
MARCH 2002
Christine M. Stewart DRAFTSMAN

13165 MAR 26 2002
RECEIVED FOR TRANSFER

Final Plat Autumn Glen at German Church Section One

5016131

9-22-78
167-18-2000



City, Dist, Twp

Block	Lot	Area	Owner	Remarks
1	1	0.12	Black	
1	2	0.12	Black	
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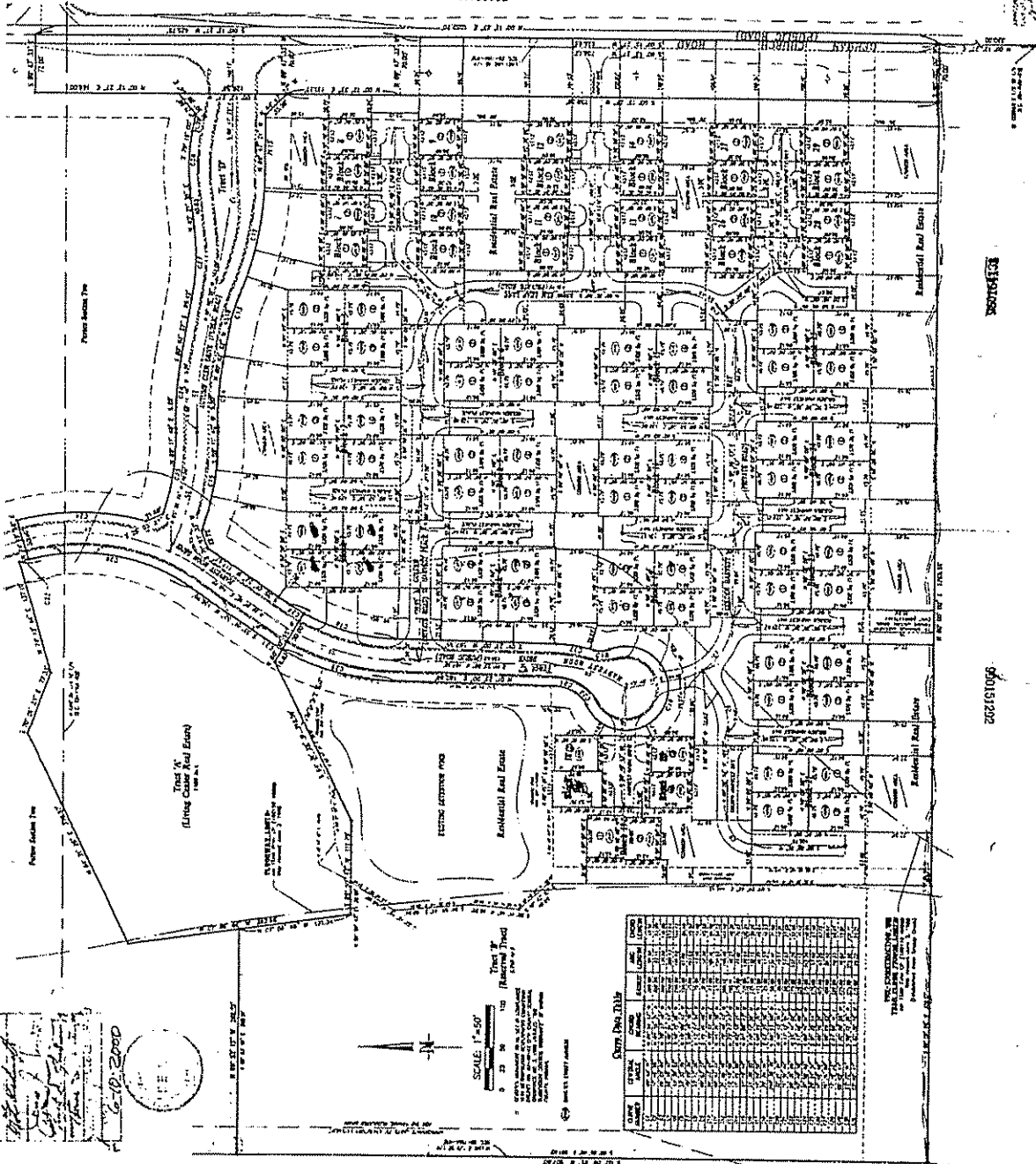
SCALE 1"=50'
1" = 50'
1" = 50'

5016131

Final Plat Autumn Glen at German Church Section One

990151292

990151292
 9-22-98
 98
 6-10-2000



Lot No.	Area (sq. ft.)	Area (sq. m.)	Notes
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SCALE: 1"=50'
 Date of Revised Plat
 11-1-98

990151292

990151292

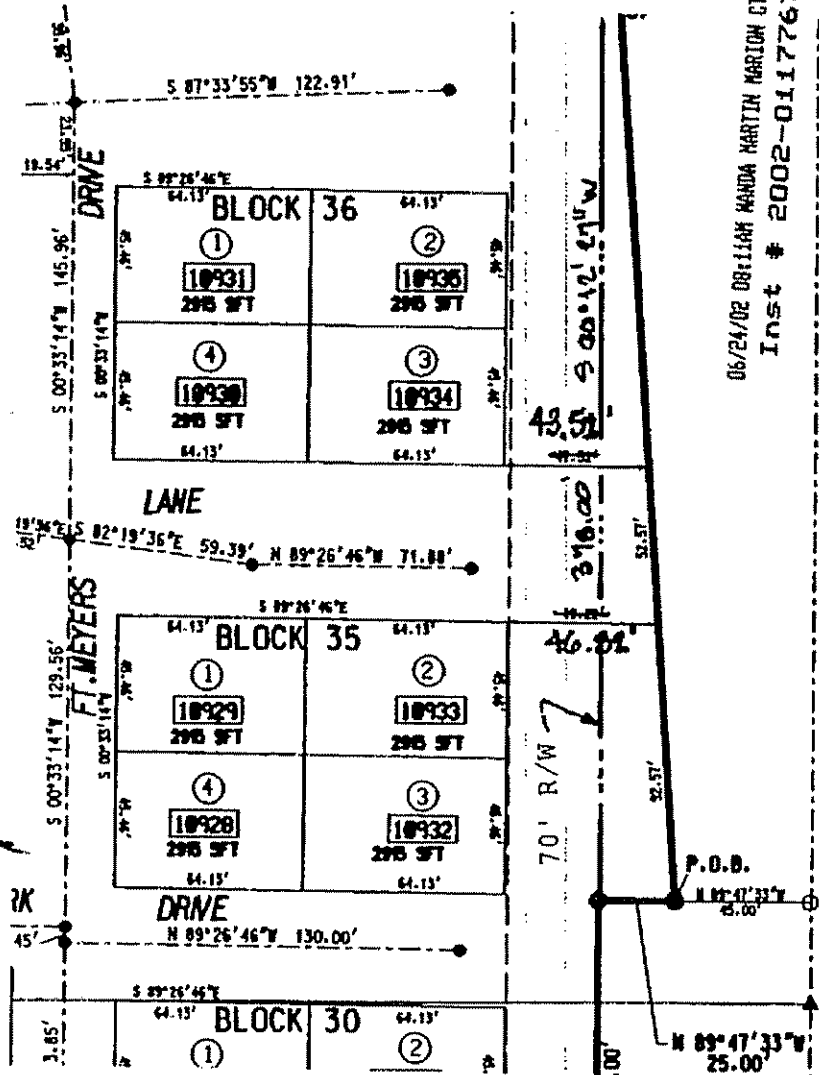
Page 1 of 1

CERTIFICATE OF CORRECTION
AUTUMN GLEN AT GERMAN CHURCH - SECTION TWO
CROSS REFERENCE : 2002-0056485

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY CERTIFY THAT THE ABOVE REFERENCED PLAT CONTAINS INCORRECT SIDEYARD TIES TO BLOCKS 35 AND 36. THE CORRECT SIDEYARD TIES ARE SHOWN HEREON.



FINAL APPROVAL PLAT COMMITTEE METROPOLITAN DEVELOPMENT COMMISSION DEPARTMENT OF METROPOLITAN DEVELOPMENT MARION COUNTY, INDIANA <i>24 JUN 2002</i>
PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN PUBLISHED <i>Richard W. Hohmann</i> CHAIRMAN <i>James P. Land</i> MEMBER MEMBER MEMBER MEMBER
VOID UNLESS RECORDED BEFORE <i>24 JUN 2002</i>



06/24/02 ORILLIAN WANDA MARTIN MARION CITY RECORDER
 Inst # 2002-0117767
 GAW 11.00 PAGES: 1

Richard L. Fidler 6-21-02
 RICHARD L. FIDLER, L. S. NO. S-0257
 STATE OF INDIANA



APPROVED THIS 21st
 DAY OF JUNE 15 2002
 ASSESSOR OF WARREN TOWNSHIP
Charles Stewart DRAFTSMAN

MARTHA A WOMACKS

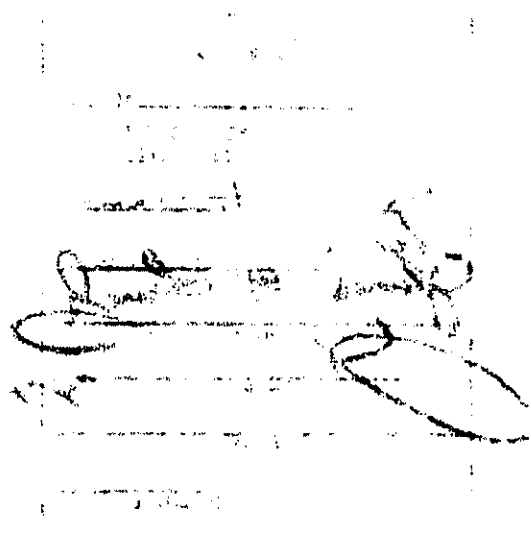
626609 JUN 24 81

SUBJECT: [unclear] [unclear] [unclear]
FOR TRANSFER

yk

Richard Fiddler
7153 Bay Pointe Ct

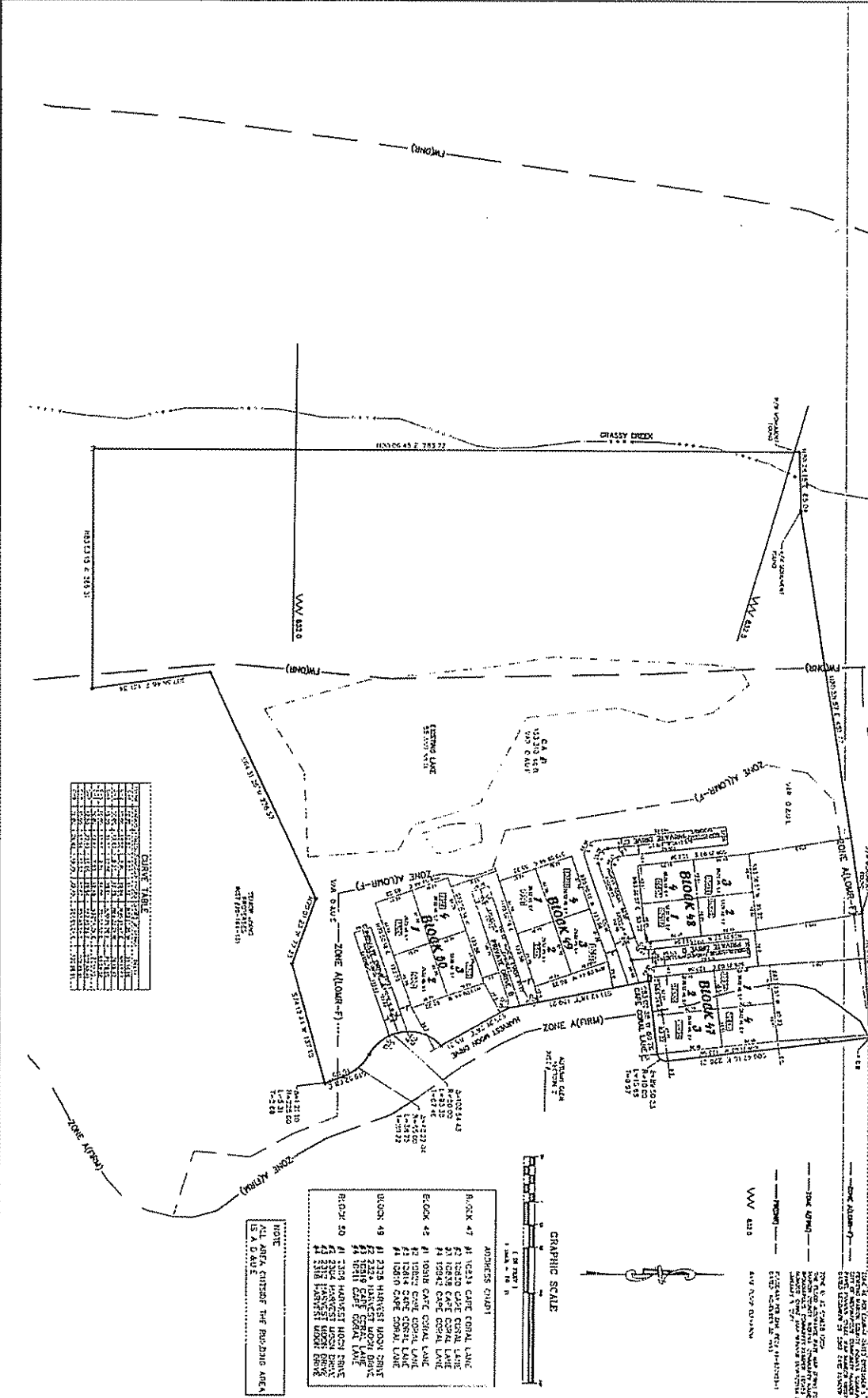
46214



NOT RECORDED, SEE 100-21
 DEPT. OF REVENUE, INDIANA
 2008-0015146

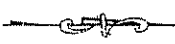
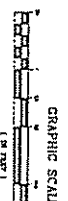
2008-0015146

AUTUMN GLEN AT GERMAN CHURCH 2B FINAL PLAT ZONING: DP



LOT NO.	OWNER	ACRES
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ADDRESS CHAIN	
BLOCK 47	W. CASH CAFE CORAL LAKE
F1	23125 CAFE CORAL LAKE
F2	23126 CAFE CORAL LAKE
F3	23127 CAFE CORAL LAKE
F4	23128 CAFE CORAL LAKE
F5	23129 CAFE CORAL LAKE
F6	23130 CAFE CORAL LAKE
F7	23131 CAFE CORAL LAKE
F8	23132 CAFE CORAL LAKE
F9	23133 CAFE CORAL LAKE
F10	23134 CAFE CORAL LAKE
F11	23135 CAFE CORAL LAKE
F12	23136 CAFE CORAL LAKE
F13	23137 CAFE CORAL LAKE
F14	23138 CAFE CORAL LAKE
F15	23139 CAFE CORAL LAKE
F16	23140 CAFE CORAL LAKE
F17	23141 CAFE CORAL LAKE
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F19	23143 CAFE CORAL LAKE
F20	23144 CAFE CORAL LAKE
F21	23145 CAFE CORAL LAKE
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F74	23198 CAFE CORAL LAKE
F75	23199 CAFE CORAL LAKE
F76	23200 CAFE CORAL LAKE
F77	23201 CAFE CORAL LAKE
F78	23202 CAFE CORAL LAKE
F79	23203 CAFE CORAL LAKE
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F97	23221 CAFE CORAL LAKE
F98	23222 CAFE CORAL LAKE
F99	23223 CAFE CORAL LAKE
F100	23224 CAFE CORAL LAKE



LEGEND

- Solid line: 1/4" = 1' CORNER
- Dashed line: 1/8" = 1' CORNER
- Dotted line: 1/16" = 1' CORNER
- Zone boundary: 1/8" = 1' CORNER
- Street centerline: 1/8" = 1' CORNER
- Utility line: 1/8" = 1' CORNER
- Zone ALLOU(-7): 1/8" = 1' CORNER

FINAL PLAT 2008-0015146
 AUTUMN GLEN AT GERMAN CHURCH 2B
 KB HOME INDIANA, INC.



CONSULTING ENGINEERS - LAND SURVEYORS
 1101 EAST 10TH STREET, TERRE HAUTE, INDIANA 47787
 (317) 242-4000 FAX (317) 242-4001

NO.	DESCRIPTION	DATE	BY

1. The proposed Final Plat is subject to the provisions of the Indiana Plat Act, Chapter 36, Article 10, of the Indiana Code, and the provisions of the Indiana Surveying Act, Chapter 36, Article 11, of the Indiana Code.

2006-0015146

AUTUMN GLEN AT GERMAN CHURCH 2B FINAL PLAT ZONING: DP

AT LARGE SURVEY

1. The proposed Final Plat is subject to the provisions of the Indiana Plat Act, Chapter 36, Article 10, of the Indiana Code, and the provisions of the Indiana Surveying Act, Chapter 36, Article 11, of the Indiana Code.

2. The proposed Final Plat is subject to the provisions of the Indiana Plat Act, Chapter 36, Article 10, of the Indiana Code, and the provisions of the Indiana Surveying Act, Chapter 36, Article 11, of the Indiana Code.

3. The proposed Final Plat is subject to the provisions of the Indiana Plat Act, Chapter 36, Article 10, of the Indiana Code, and the provisions of the Indiana Surveying Act, Chapter 36, Article 11, of the Indiana Code.

4. The proposed Final Plat is subject to the provisions of the Indiana Plat Act, Chapter 36, Article 10, of the Indiana Code, and the provisions of the Indiana Surveying Act, Chapter 36, Article 11, of the Indiana Code.

5. The proposed Final Plat is subject to the provisions of the Indiana Plat Act, Chapter 36, Article 10, of the Indiana Code, and the provisions of the Indiana Surveying Act, Chapter 36, Article 11, of the Indiana Code.



Robert D. Bess
Professional Engineer
No. 10003
State of Indiana

Survey of German Church 2B
by Robert D. Bess
February 20, 2006



Robert D. Bess
Professional Engineer
No. 10003
State of Indiana

The proposed Final Plat is subject to the provisions of the Indiana Plat Act, Chapter 36, Article 10, of the Indiana Code, and the provisions of the Indiana Surveying Act, Chapter 36, Article 11, of the Indiana Code.

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APPROVED FOR THE BOARD OF ZONING ADJUSTMENT
BY THE BOARD OF ZONING ADJUSTMENT
ON FEBRUARY 20, 2006

This special endorsement has been designed to provide a streamlined e-submittal process for the Board of Zoning Adjustment. The Board of Zoning Adjustment is currently reviewing the proposed Final Plat. The Board of Zoning Adjustment is currently reviewing the proposed Final Plat. The Board of Zoning Adjustment is currently reviewing the proposed Final Plat.

APPROVED FOR THE BOARD OF ZONING ADJUSTMENT
BY THE BOARD OF ZONING ADJUSTMENT
ON FEBRUARY 20, 2006

FINAL PLAT 2006-0015146-PLT-072

AUTUMN GLEN AT GERMAN CHURCH 2B
KB HOME INDIANA, INC.



CONSULTING ENGINEERS - LAND SURVEYORS
10003
STATE OF INDIANA

DATE	NO. OF SHEETS	TOTAL SHEETS
2006-02-20	1	1

Prescribed by the
State Board of Accounts
(2005)

County Form 170


Declaration

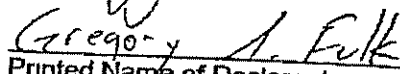
This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36 2 7 5 5(a)

I the undersigned preparer of the attached document in accordance with IC 36 2 7 5 do hereby affirm under the penalties of perjury

- 1 I have reviewed the attached document for the purpose of identifying and to the extent permitted by law redacting all Social Security numbers
- 2 I have redacted to the extent permitted by law each Social Security number in the attached document

I the undersigned affirm under the penalties of perjury that the foregoing declarations are true



Signature of Declarant


Printed Name of Declarant