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**MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CHAPEL WOODS**

**A RESIDENTIAL DEVELOPMENT  
IN NOBLESVILLE, INDIANA**

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Filed for Record in  
HAMILTON COUNTY, INDIANA  
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The undersigned CHAPEL WOODS LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), as owner and developer of real property described in Exhibit A attached hereto and known as the Chapel Woods Subdivision (initially including Section 1A comprising Residence Lot Areas 1 through 10, 64 through 71, 73 through 93, 101 through 108 and collectively referred to herein as the "Subdivision"), imposes the following plat restrictions and covenants on the Subdivision for the benefit of all present and future Owners (as hereinafter defined) of any Residence Lot Area in the Subdivision.

**DECLARATIONS**

All Residence Lot Areas, including single and multi-family Residence Lot Areas within the Subdivision, shall be subject to the following development standards, restrictions, covenants, conditions and assessments, which are for the benefit of all Owners (as hereinafter defined) and occupants within the Subdivision and which shall run with the property and shall be binding on all Owners and all persons claiming under them for a period of ten (10) 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 turnover of the Master Association to the Owners a majority of the then Owners in the Subdivision 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 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.

**Article 1. Use Restrictions**

1.01 Each Residence Lot Area within The Homestead and The Preserve shall be used for single family residential purposes only. The Village shall be used for two family residential purposes. "Residence Unit" shall mean either (i) each-half (1/2) of a duplex building designed for single residential occupancy including one-half (1/2) of the thickness of any party wall separating the Residence Unit from another Residence Unit comprising the building, or (ii) a single family detached residence. A "Residence Lot Area" shall mean and refer to the portion of a lot associated or platted with a Residence Unit as may be described in the deed conveying the Residence Lot Area to an Owner or the entire lot associated with a single family detached residence. However, the Developer, its agents or assigns, may use the Residence Lot Areas for construction and sales purposes during any building and sales period. An "Owner" shall mean and refer to the record title Owner of a Residence Lot Area in the Subdivision, and shall be all Owners, jointly and severally, if there is more than one Owner of record.

1.02 No residence, building, shed, fence, flagpole, mailbox, light pole or fixture, swimming pool, tennis court, pavement, driveway, awning, wall or structure of any kind shall be erected, placed or altered on any Residence Lot Area without first obtaining the written consent of the Architectural Control Committee subsequently described herein. All requests for approvals from the Architectural Control Committee shall be in writing, shall be dated, shall specifically request approval of the contemplated improvement(s) and shall be accompanied by detailed plans and specifications for the proposed improvements showing, where applicable, the size, location, type, architectural design, spacing, quality, use, construction materials, color scheme, grading plan and finished grade elevation for said improvements.

1.03 Residence Units within the Subdivision shall have the following minimum square footage, exclusive of basements, open porches, garages and other unheated areas. Each Residence Unit shall have an attached garage with space for not less than two (2) automobiles.

	<u>1 Story</u>	<u>2 Story</u>
The Preserve	1,800	2,400
The Homestead	1,500	2,000
The Village	1,400	2,000

1.04 All structures or improvements commenced by an Owner within the Subdivision must be completed within nine (9) months from the date of commencement.

1.05 Two carriage lights on the garage or a front yard light providing dusk to dawn lighting are to be installed on each Residence Lot Area at the time of construction of a Residence Unit. The Owner shall maintain the lights in operating condition at all times.

1.06 No detached storage buildings shall be permitted on any Residence Lot Area.

1.07 No towers of any description or satellite dish antennas greater than thirty-nine (39) inches in diameter will be permitted on any Residence Lot Area without the written approval of the Architectural Control Committee. Said Committee may deny any such request in its sole and absolute discretion or may attach such conditions as it deems necessary or appropriate. Any satellite dish antenna less than thirty-nine (39) inches in diameter shall require Architecture Control Committee approval as to location, color and other aesthetic conditions.

1.08 No Residence Unit shall have a sump pump which discharges directly into the street through a curb.

1.09 No building shall be located nearer to any street than the building setback line show on the recorded plat of the Subdivision. The setback areas designated on the recorded plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification.

1.10 No structures or materials shall be placed or permitted within the utility or drainage easement areas as designated on the recorded plat of the Subdivision. Plantings within said utility or

drainage easement areas are at the Owner's sole risk of loss if such plantings, as determined solely by the applicable utility authority or the Architectural Control Committee, would damage or interfere with the installation or maintenance of utilities or would change or retard the flow of surface water from its proper course. Each Owner shall maintain such portion of any utility or drainage easement area as is located upon such Owner's Residence Lot Area.

1.11 No business activities of any kind shall be conducted on any Residence Lot Area or open space in the Subdivision without the approval of the Master Association; provided, however, that the foregoing shall not apply to the business activities of Developer or the construction, sale or maintenance of Residence Lot Areas by authorized builders or by Developer, its agents or assigns, during the construction and sales period.

1.12 No clothesline shall be located on any Residence Lot Area except one removable, folding, umbrella-like clothesline. Folding umbrella-like clothesline shall be permitted in the rear patio area only. No laundry articles shall be left outdoors overnight or any time on Saturdays or Sundays.

1.13 No automobile, bus, camper, motor home, trailer, boat, other watercraft, snowmobile, motorcycle or other similar vehicle shall be stored on any Residence Lot Area unless housed within a garage building. For purposes of this section a vehicle shall be considered "stored" if inoperable, put up on blocks or covered with a tarpaulin and it remains in such condition for a period of seven (7) consecutive days.

1.14 No Residence Lot Area shall be used as a dumping ground or storage area for rubbish, machinery, scrap, paper, glass or other such materials. Garbage or other waste shall be kept in trash containers. All containers used for the storage or disposal of trash or recyclable materials shall be kept in a clean and sanitary condition and screened from public view. Building materials to be used in the construction of approved structures may be stored on or within a Residence Lot Area, provided such building materials are incorporated into the approved improvement within ninety (90) days after their delivery to such Residence Lot Area.

1.15 No sod, dirt or gravel, other than incidental to the construction of an approved structure or the normal maintenance of lawn areas, shall be removed from any Residence Lot Area without the written approval of the Architectural Control Committee.

1.16 No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Residence Lot Area. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. The Master Association may regulate and control the maintenance of lawn areas by publishing rules and regulations as it deems necessary from time to time.

1.17 No geothermal or solar heating system shall be installed on any Residence Lot Area or on any Residence Unit thereon without the prior approval of all applicable agencies and the Architectural Control Committee.

1.18 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Residence Lot Area, except that dogs, cats or other usual household pets may be kept on a Residence

Lot Area, so long as such pets are not kept, bred or maintained for any commercial purpose. No animal shall be permitted to run loose or become a nuisance to any Owner. The Master Association may regulate and control the maintenance of such household pets by publishing such rules and regulations as it deems necessary from time to time.

1.19 No sign or billboard shall be erected or displayed on any Residence Lot Area except (a) one (1) sign of no more than five (5) square feet advertising the property for sale; (b) signs used by Developer, its successors and/or assigns, to advertise Residence Lot Areas or Residence Units for sale during the construction and sales period; and (c) signs approved by the Architectural Control Committee.

1.20 All tanks for the storage of propane gas, fuel or oil shall be located beneath ground level, except that propane tanks for service to the entire Subdivision or, on a temporary basis, for construction of an approved structure may be located above ground.

1.21 No well for the production of gas, water or oil, whether intended for temporary or permanent purposes, shall be drilled or maintained on any Residence Lot Area without the written consent of the Architectural Control Committee.

1.22 No chain link fence will be permitted on any Residence Lot Area.

1.23 No above ground swimming pools in place for more than forty-eight (48) consecutive hours will be permitted on any Residence Lot Area.

1.24 Nothing shall be done, placed or stored on any Residence Lot Area which may endanger the health or unreasonably disturb the occupants of neighboring Residence Units.

1.25 Each Owner within the Subdivision, upon acquisition of title to a Residence Lot Area, shall automatically become a member of the Master Association created in accordance with Article 3.01 hereof. Such membership shall be an appurtenance to and shall not be separated from ownership of the Residence Lot Area and such membership shall terminate upon the sale or other disposition by such member of such Residence Lot Area ownership.

1.26 Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any other provision hereof, all of which shall remain in full force and effect.

1.27 Except as otherwise approved by the Developer in connection with a builder's model home sales center, all outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as to not create a glare, distraction or nuisance to the other Owners.

1.28 No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street shall be placed or permitted to remain on any corner Residence Lot Area within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of the street lines extended or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any Residence Lot Area within ten (10) feet from the intersection of a

street line with the edge of a driveway or alley line. No tree shall be permitted to remain within such distances of such areas unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

1.29 Chapel Woods will be developed into three separate sub areas (hereinafter described as an "Area" or specifically as the Homestead at Chapel Woods ("The Homestead"), The Preserve at Chapel Woods ("The Preserve") and The Village at Chapel Woods ("The Village"). Each Area may have supplemental use restrictions, covenants and assessment levels in addition to those provided for in this Declaration. Each Area may establish its own sub declaration ("Area Declaration") or homeowners association "Area Association" to provide for additional covenants, conditions, restrictions or assessments specific to its Area. In the event of any conflict between Area Declarations and this document, this document shall prevail.

1.30 It shall be lawful for the Developer, City of Noblesville, Hamilton County, the Master Association or Owner within the Subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any covenant or restriction contained herein. The proceeding may seek to prevent such person or persons from violating or continuing to violate the restrictions or to recover damages for such violation together with the costs incurred in enforcement of the restrictions.

**Article 2. Additional Drainage Easement Restrictions**

Drainage easements shown on the recorded plat of the Subdivision may include storm water detention or retention areas designed to direct, detain or retain water. The following covenants and restrictions are for the benefit of all Owners in the Subdivision and are to run with the land and shall be binding on all parties, on all Owners, and all persons claiming under them forever, as follows:

2.01 No Owner shall do or permit to be done any action or activity which would result in (a) the pollution of any retained water, (b) the diversion of water, (c) a change in the elevation of the water level, (d) silting or (e) an adverse effect on water quality, drainage or proper water management, or which would otherwise impair or interfere with the use of such areas for drainage and related purposes for the benefit of all Owners.

2.02 No boating, fishing, swimming, ice skating or other recreational activity shall be conducted in, on or above said drainage easement areas.

2.03 The Master Association shall have the right to establish rules regarding the use of any drainage easement areas, provided such rules are not in conflict with any other provision contained herein, and are reasonably established to protect the safety and welfare of the Owners and their guests, or are established to assure the continued service of the areas for the purposes for which they were designed.

2.04 The Developer, City of Noblesville, Hamilton County, the Master Association or any Owners within the Subdivision may prosecute proceedings at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions or seek restraining orders or other mandatory relief for the correction of any interference with or damage to

the drainage and detention or retention system, and to recover compensation for any damages incurred by the complaining party together with the costs incurred in enforcement of the restrictions.

**Article 3. Homeowners' Association**

3.01 After the recording of this Declaration, Developer shall form and incorporate a Homeowners' Association (the "Master Association") to promote the common interest of all Owners, to handle maintenance of certain areas within the Subdivision as set forth below and to promote compliance with the covenants, conditions and use restrictions set forth in this Declaration. The Master Association shall be comprised of all Owners in the Subdivision. Developer reserves the right to expand the membership and duties of the Master Association to include other areas or sections of Chapel Woods to be developed in the future on property that is not presently part of the Subdivision. Said areas or sections shall be considered "Expansion Property", the Owners of which may, at the option of Developer, be required to become members of the Master Association. If the Developer elects to develop Expansion Property and elects to include the Owners in any portion of the Expansion Property as members in the Master Association and to expand the Master Association's responsibilities to include similar duties for such portion of the Expansion Property, Developer may do so by filing an amendment to this Declaration to include such Expansion Property within ten (10) years from the date hereof, explicitly setting forth that the Owners within such portion of the Expansion Property shall become members of the Master Association and detailing the additional rights and obligations of the Master Association.

Each Area (The Homestead, The Preserve or The Villas) by a majority vote of Owners in said Area or by Developer prior to turnover may establish an Area Association and record an Area Declaration to promote the common interest of said Area to provide for; additional common maintenance, additional use restrictions, additional covenants, additional services and supplemental assessments to fund said maintenance or services, for the benefit of all Owners in said Area.

3.02 (a) "Common Areas" means (i) all portions of the Subdivision (including improvements thereto) shown on any plat of a part of the Subdivision which are not located on Residence Lot Areas and which are not dedicated to the public and (ii) all facilities, structures, buildings, improvements and personal property owned or leased by the Master Association from time to time, Common Areas may be located within a public right-of-way or in an easement area as shown on the Plat.

(b) "Common Expenses" means (i) expenses of and in connection with the maintenance, repair or replacement of the Common Areas and related improvements thereon and the performance of the responsibilities and duties of the Master Association, including, without limitation, expenses for the improvement, operation, maintenance or repair of the improvements, lawn, foliage and landscaping not located on a Residence Lot Area including reserves for replacement of improvements, furniture, fixtures or equipment, except for lawn maintenance as described herein, (unless located on an easement located on a Residence Lot Area to the extent the Master Association deems it necessary to maintain such easement) (ii) expenses of and in connection with the maintenance, repair or continuation of the drainage facilities located within and upon the easements, (iii) all judgments, liens and valid claims against the Master Association, (iv) all expenses incurred in the administration of the Master Association and (v) may include if applicable, expenses associated with trash pick-up within the Subdivision.

3.03 The management and control of the affairs of the Master Association shall be vested in its Board of Directors. The Board of Directors shall be composed of between three (3) and nine (9) members. The initial members of the Board of Directors shall be selected by Developer. The three (3) initial members of the Board of Directors shall serve until (a) that date which is ninety (90) days after 100% of all Residence Lot Areas within the Subdivision and 100% of all Residence Lot Areas within the Expansion Property which have been developed and made a part of the Subdivision as set forth above in Article 3.01 have been sold, or (b) Developer elects to turn over control of the Master Association to the Owners, whichever shall first occur. Upon the incapacity, resignation or death of any initial director, a successor, who shall serve the remaining term of the departed director, shall be appointed by the remaining members of the Board of Directors within three (3) months after the incapacity, resignation or death of the departed director. Subsequent board members shall be elected by a majority of the Owners as more fully set forth in the Articles of Incorporation and By-Laws for the Master Association. After turnover, at least one board member from each Area shall serve on the board on a continuous basis.

3.04 The Master Association, or its agents or assigns, shall have the right to enter onto any common area, open space, public right-of-way or landscape easement area as shown on the recorded plat of the Subdivision, if any, or other easement area as it from time to time deems necessary for the purpose of maintaining the same. Such maintenance may include, but shall not be limited to:

- (a) regular mowing, trimming and fertilizing of grassy areas;
- (b) periodic mulching of flower beds within the Subdivision;
- (c) regular weeding of flower beds;
- (d) flower planting within the Subdivision;
- (e) maintenance of street lighting, if any, and associated electric service billings;
- (f) repair of any permanent signs;
- (g) repair of any stone wall, wing wall or fencing;
- (h) operations, maintenance and repair of any community pools, buildings, playgrounds, pathways or other common area amenities;
- (i) treatment of water in any detention or retention areas to limit algae and grassy growth; and
- (j) trimming, pruning, removal and replacement of trees and bushes, as necessary.

3.05 For the purpose of providing funds to carry out the responsibilities of the Master Association hereunder, the Master Association shall be empowered to levy, assess and collect from each Owner in the Subdivision an amount up to Four Hundred Dollars (\$400.00) per year,

irrespective of whether the Subdivision has been completed. Provided, however, that such limit of Four Hundred Dollars (\$400.00) per Residence Lot Area per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of December, 2005. If the Master Association elects to provide trash pick-up service through the Master Association as provided for in Section 3.02 (b) (vi) hereof, the cost of trash pick-up shall be assessed in addition to the Four Hundred Dollars (\$400.00) described herein. Any fees assessed by the Master Association in excess of Four Hundred Dollars (\$400.00), plus the cost of trash pick-up if applicable per Residence Lot Area per year, or its adjusted equivalent, must be approved by a majority of the Owners.

In addition to the assessment set forth above, upon the closing of the initial conveyance of each Residence Lot Area to the first Owner of the respective Residence Lot Area other than Developer or builder, the Owner shall pay to the Association, in addition to any other amount then owed or due to the Association, as a contribution to the working capital of the Association and its start-up fund, an amount equal to Three Hundred Dollars (\$300.00), which payment shall be non-refundable and shall not be considered as an advance payment of any Regular or Special Assessment or other charge owed the Association with respect to such Residence Lot Area. The working capital and start-up fund shall be held and used by the Association for payment of, or reimbursement to, Developer for advances made to pay expenses of the Association for its early period of operation to enable the Association to have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary by the Board of Directors.

3.06 In addition to Regular Assessments, the Board of Directors of the Master Association may make special assessments against each Residence Lot Area (a "Special Assessment") for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Master Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Master Association may from time to time incur, but only with the assent of two-thirds (2/3) of the members of each class of members of the Master Association, if more than one, who cast votes in person or by proxy at a duly constituted meeting of the members of the Master Association called for such purpose.

The Board of Directors of the Master Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors of the Master Association. The Board of Directors may provide for reasonable interest and late charges on past due installments of assessments.

3.07 Neither the Developer, nor any builder or any related entity being expressly exempted by Developer, shall be assessed any portion of any Regular or Special Assessment during the development period of the Subdivision until one hundred percent (100%) of all Residence Lot Areas within the Subdivision and one hundred percent (100%) of all Residence Lot Areas within the Expansion Property, if any, have been developed and made a part of the Subdivision.



3.08 Any amount assessed or levied hereunder by the Master Association against an Owner shall become a lien on each Residence Lot Area until paid. Any assessments which are not paid within thirty (30) day of the due date shall be delinquent. As long as an assessment remains delinquent, a late fee of ten dollars (\$10.00) will be charged per month until the assessment is paid in full. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Master Association may file with the Hamilton County Recorder a Notice of Lien. The Notice of Lien shall contain a description of the Residence Lot Area against which the lien exists, the name or names of the Owner or Owners thereof, and the amount of the unpaid portion of the assessment or assessments. The lien provided for herein shall remain valid for a period of five (5) years from the date a Notice of Lien is duly filed, unless sooner released or satisfied in the same manner provided for by Indiana law for the release and satisfaction of mortgages on real property or until discharged by the final judgment or order of the Court in an action brought to discharge the lien. The lien shall secure not only the amount of the unpaid assessments and late fees, but also the costs incurred in collection, including, but not limited to interest, attorney's fees and court costs. The lien of the assessment provided for herein shall be subject and subordinate to the lien of any duly executed mortgage on any Residence Lot Area recorded prior to the recording of the Notice of Lien. The holder of any such mortgage which comes into possession of a Residence Lot Area pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure shall take the property free of claims for unpaid installments of assessments or charges against the Residence Lot Area which become due and payable prior to the time such holder or purchaser takes title to the Residence Lot Area.

3.09 No member of the Board of Directors shall be liable to the Owner(s) or any other person for any error or mistake of judgment exercised in carrying out his duties and responsibilities as a director, except in the case of willful misconduct or gross negligence. Further the Master 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 any contract made by the Board of Directors on behalf of the Master Association, unless any such contract shall have been made fraudulently. It is intended that no director shall have personal liability with respect to any contract made by any board member on behalf of the Master Association.

3.10 The Master 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 Master 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 willful misconduct in the performance of his duties. The Master 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 gross negligence or willful misconduct. 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 negligence or misconduct in the performance of his duties where, acting in good faith, such director relied on the books and records of the Master 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 Master 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, negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

3.11 Any and all of the rights, powers, duties and obligations assumed by, reserved to, created in or given to the Master Association may be exercised by Developer until such time as the Master Association is formed and control thereof transferred to the Owners. At such time as control of the Master Association is transferred to the Owners, Developer may reserve the exclusive right to approve the plot plan, construction plans, color scheme and landscape plan associated with any structure on any Residence Lot Area on which a Residence Unit has not yet been completed and occupied, so long as Developer clearly identifies the Residence Lot Areas for which it is retaining such right at the time of the turnover. Developer shall maintain said right of approval for each Residence Lot Area until such time as a Residence Unit has been completed on that Residence Lot Area and occupied by the homebuyer.

3.12 At the option of the Master Association, trash and refuse disposal for each Residence Lot Area will be provided by the Master Association on a weekly basis. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and Residence Unit construction. No Residence Lot Area shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Residence Lot Area in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Residence Lot Area. No homeowner or occupant of a Residence Lot Area shall burn or bury any garbage or refuse.

#### **Article 4. Architectural Control Committee**

An Architectural Control Committee (the "Committee") is hereby established as a standing committee of the Master Association to carry out the functions set forth for it in this Declaration. The Architectural Control Committee's procedures and duties shall be as follows:

4.01 The Committee shall be composed of three (3) members. The Developer shall appoint each of the three (3) initial members of the Committee.

4.02 The three (3) initial members of the Committee shall serve until such time as the Developer turns over control of the Master Association to the Owners, as set forth in Article 3.03 hereof. Any subsequent members shall be appointed by the Master Association and shall serve for terms of three (3) years, except that the first appointed members of the Committee shall serve for staggered terms of one (1), two (2) and three (3) years as directed by the Board of Directors of the Master Association. One member of the Committee shall be from each Area. All members of said Committee shall serve until the expiration of their terms or until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Committee, a successor, who shall serve the remaining term of the departed Committee member, shall be appointed by the Board of Directors of the Master Association within three (3) months after the incapacity, death or resignation of the departed member. After turnover of the Master Association to the Owners by Developer, the Committee shall comprise one lot Owner from each Area at all times.

4.03 The Use Restrictions require the submission of detailed plans and specifications to the Committee prior to the erection of, placement on, or alteration of any structure or improvement on any Residence Lot Area. The intent is to achieve an architecturally harmonious, artistic and desirable residential subdivision. Therefore, while considering the approval or disapproval of any plans and specifications submitted, the Committee is directed to consider the appropriateness of the improvement contemplated in relation to the improvements on contiguous or adjacent lots, the artistic and architectural merits of the proposed improvement, the adaptability of the proposed improvement to the Residence Lot Area on which it is proposed to be made, and such other matters as may be deemed by the Committee members to be in the interest and benefit of the Owners in the Subdivision as a whole.

4.04 To assist it in making its determinations, the Committee may require that any plans and specifications submitted to the Committee be prepared by a registered architect or civil engineer. The Committee shall also have the right to require any other reasonable data including, but not limited to, grading or elevation plans, material lists, landscape plans and color scheme designations.

4.05 The Committee's decisions shall be in writing and shall be binding upon all parties in interest. The Committee shall approve, disapprove or request additional information with respect to any submitted request for approval within thirty (30) days after said request shall have been properly submitted to the Committee for approval. A properly submitted request shall be in writing and shall comply with the provisions of Article 1.02 hereto. The failure of the Committee to approve, disapprove or request additional information within said time period shall be deemed an approval of any properly submitted request.

4.06 The approval of any plans and specifications by the Committee shall not constitute a representation or warranty by it as to the quality of the workmanship, materials or architectural or engineering design covered thereunder, or the proposed work's feasibility or compliance with any applicable laws.

4.07 If, in the opinion of the Committee, the enforcement of these restrictions would constitute a hardship due to the shape, dimension or topography of a particular Residence Lot Area in the Subdivision, the Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of the standards of the Subdivision.

**Article 5. Other Conditions** ®

5.01 All transfers and conveyances of each and every Residence Lot Area in the Subdivision shall be made subject to these covenants and restrictions.

5.02 Any failure to enforce these restrictions shall not be deemed a waiver thereof or an acquiescence in, or consent to, any continuing, further or succeeding violation hereof.

5.03 If any covenant, condition or restriction hereinabove contained, or any portion thereof, is invalid, such invalidity shall in no way affect any other covenant, condition or restriction.

5.04 All costs of litigation and attorney's fees resulting from violation of this Declaration shall be the financial responsibility of the Owner or Owners found to be in violation.

5.05 So long as Developer maintains control of the Master Association as set forth in Article 3 hereof, Developer reserves the right to amend this Declaration (a) to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution (including, but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar entity) (b) to the extent necessary to enable the Developer to correct any typographical error, (c) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein or to subject additional property to these restrictions, (d) to change the substance of one or more covenants, conditions, restrictions, terms or provisions hereof or (e) to meet any other reasonable need or requirement in order to complete the Subdivision, but (i) does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner's consent or (ii) is necessary to comply with a governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction; all without the approval of the Owners, and each Owner, by the acceptance of a deed to a Residence Lot Area within the Subdivision, consents to this reserved right.

5.06 Once Developer has turned over control of the Master Association as set forth in Article 3 hereof, this Declaration may be amended by a majority vote of the Owners in the Subdivision so long as such amendment does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner's consent.

5.07 Only the Residence Lot Areas contained in the Subdivision shall be subject to and bound by the restrictions, covenants and conditions set out in this Declaration and none of said provisions shall in any manner affect or be operative in respect to any other land of the Owner or its successors or assigns.

**Article 6. Property Rights**

6.01 Owners' Easement of Enjoyment of Common Areas. Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas. Such easement shall run with and be appurtenant to each Owner's Residence Lot Area, subject to the following provisions:

- (i) the right of the Master Association to charge reasonable admission and other fees for the use of the recreational facilities, if any, situated upon the Common Areas;
- (ii) the right of the Master Association to fine any Owner or make a special assessment against any Residence Lot Area in the event a person permitted to use the Common Areas by the Owner violates any rules or regulations of the Master Association as long as such rules and regulations are applied on a reasonable and nondiscriminatory basis;

(iii) the right of the Master Association to make reasonable regular assessments for use and maintenance of the Common Areas and any services provided by the Master Association such as trash collection (at the Master Association's option), snow removal, grass mowing or like service;

(iv) the right of the Master Association to dedicate or transfer all or any part of the Common Areas or to grant easements to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer;

(v) the right of the Master Association to enforce collection of any fines or regular or special assessments through the imposition of a lien;

(vi) the rights of Developer as provided in this Declaration and in any plat of any part of the Subdivision;

(vii) the terms and provisions of this Declaration;

(viii) the easements reserved elsewhere in this Declaration and in any plat of any part of the Subdivision; and

(ix) the right of the Master Association to limit the use of Common Areas in a reasonable nondiscriminatory manner for the common good.

6.02 Permissive Use. Any Owner may permit his or her family members, guests, tenants or contract purchasers who reside in the Residence Lot Area to use his or her right of enjoyment of the Common Areas. Such permissive use shall be subject to the By-Laws of the Master Association and any reasonable nondiscriminatory rules and regulations promulgated by the Master Association from time to time.

6.03 Conveyance of the Common Areas. Developer may convey all of its right, title, interest in and to any of the Common Areas to the Master Association by quitclaim deed, and such Common Areas so conveyed shall then be the property of the Master Association.

#### Article 7. Maintenance

7.01 Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Master Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner, including any builder during the building process, to keep the grass on the Residence Lot Area properly cut and keep the Residence Lot Area, including any drainage utility and sewer easements located on the Residence Lot Area, free of weeds, trash or construction debris and otherwise neat and attractive in appearance, including, without limitation, the property maintenance of the exterior of any structures on such Residence Lot Area. If an Owner fails to do so in a manner satisfactory to the Master Association, the Master Association, after approval by a majority vote of the Board of Directors, shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Residence Lot Area and to clean, repair, maintain or restore the Residence Lot Area, as the case may be, and the exterior of the improvements

erected thereon to a condition acceptable to the Master Association. The cost of any such work shall be and constitute a Special Assessment against such Residence Lot Area and the Owner thereof, whether or not a builder, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessment in general. Neither the Master Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

7.02 Damage to Common Areas. In the event of damage to or destruction of any part of the Common Areas or any improvements which the Master Association is required to maintain hereunder, the Master Association shall repair or replace the same to the extent of the availability of insurance proceeds. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Master Association may make a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds or against such Owners who benefit by the Special Assessments if less than all benefit. Notwithstanding any obligation or duty of the Master Association hereunder to repair or maintain the Common Areas, if, due to the willful, intentional or negligent acts or omissions of any Owner (including any builder) or of a member of the Owner's family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then the Master Association shall cause such repairs to be made and such Owner shall pay for such damage and such maintenance, repairs and replacements, unless such loss is covered by the Master Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Master Association, the cost of repairing such damage shall be added to and constitute a Special Assessment against such Owner, whether or not a builder, and its Residence Lot Area, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

7.03 Common Driveways. When two (2) Residence Lot Areas share a driveway, but are located on separate Residence Lot Areas, then the Owner of each Residence Lot Area shall be equally responsible for the maintenance of the driveway. No Owner shall block access to the one-half (1/2) of the driveway or garage used for the other Residence Lot Area. Either Owner may institute repair or maintenance of the driveway and the other Owner shall be equally responsible for the cost of the repair or maintenance. If any Owner fails to contribute for the Owner's share of the cost of repair or maintenance, the other Owner may bring an action to recover the costs and shall be entitled to receive costs, expense and reasonable attorneys' fees in pursuing collection of the costs.



CHICAGO TITLE

IN WITNESS WHEREOF, said Chapel Woods LLC has caused this instrument to be executed by its duly authorized representative this 25th day of April, 2005.

CHAPEL WOODS LLC,  
By: Republic Development LLC,  
an Ohio limited liability company, managing member

By: *Lawrence M. Moon*  
Lawrence M. Moon, Executive Vice President

STATE OF OHIO     )  
                              ) SS:  
COUNTY OF LUCAS    )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April, 2005, by Lawrence M. Moon, Executive Vice President of Republic Development LLC, an Ohio limited liability company, managing member of Chapel Woods LLC.

*Dawn M. Sundstrom*  
Notary Public



DAWN M. SUNDSTROM  
Notary Public, State of Ohio  
My Commission Expires 04-18-09

This document prepared by: Christopher D. Long, Esq.  
Krieg DeVault LLP  
2800 One Indiana Square  
Indianapolis, Indiana 46204

CHICAGO TITLE

KD\_IM-594335\_5.DOC

**Exhibit A**

**Legal Description  
Chapel Woods  
Section 1A**

Part of the Southwest Quarter of Section 9, Township 18 North, Range 5 East, Noblesville Township, Hamilton County, Indiana described as follows:

COMMENCING at the Southwest Corner of said Southwest Quarter Section; thence North 00 degrees 15 minutes 15 seconds West (Bearing based on the Hamilton Southeastern Utilities System Coordinate System (referenced to the Indiana State Plane Coordinate System, East Zone (NAD 1983))) along the West Line of said Southwest Quarter Section a distance of 755.81 feet to the BEGINNING POINT; thence continuing North 00 degrees 15 minutes 15 seconds West along the said West Line a distance of 1905.26 feet to the Northwest Corner of the said Southwest Quarter Section; thence North 89 degrees 29 minutes 01 seconds East along the North Line of said Southwest Quarter Section a distance of 623.84 feet; thence South 00 degrees 23 minutes 00 seconds East a distance of 208.66 feet to a curve having a radius of 327.00 feet, the radius point of which bears South 20 degrees 23 minutes 37 seconds East; thence Southwesterly along said curve an arc distance of 187.26 feet to a point which bears North 53 degrees 12 minutes 17 seconds East a distance of 192.63 feet; thence North 67 degrees 52 minutes 56 seconds East a distance of 55.62 feet; thence North 88 degrees 32 minutes 26 seconds East a distance of 121.32 feet; thence North 69 degrees 44 minutes 19 seconds East a distance of 85.07 feet; thence North 89 degrees 37 minutes 00 seconds East a distance of 46.21 feet; thence South 13 degrees 46 minutes 17 seconds East a distance of 149.55 feet to a curve having a radius of 202.00 feet, the radius point of which bears South 13 degrees 46 minutes 17 seconds East; thence Northeasterly along said curve an arc distance of 38.46 feet to a point which bears North 02 degrees 51 minutes 45 seconds West from said radius point; thence South 02 degrees 51 minutes 45 seconds East a distance of 128.90 feet; thence South 47 degrees 30 minutes 57 seconds East a distance of 80.00 feet; thence South 79 degrees 51 minutes 42 seconds East a distance of 58.08 feet; thence South 00 degrees 23 minutes 00 seconds East a distance of 145.91 feet; thence South 15 degrees 14 minutes 05 seconds East a distance of 54.00 feet to a curve having a radius of 123.00 feet, the radius point of which bears South 15 degrees 14 minutes 05 seconds East; thence Easterly along said curve an arc distance of 31.88 feet to a point which bears North 00 degrees 23 minutes 00 seconds West from said radius point; thence North 89 degrees 37 minutes 00 seconds East a distance of 93.26 feet; thence South 00 degrees 23 minutes 00 seconds East a distance of 414.60 feet; thence South 89 degrees 37 minutes 00 seconds West a distance of 93.26 feet to a curve having a radius of 123.00 feet, the radius point of which bears North 00 degrees 23 minutes 00 seconds West; thence Westerly along the said curve an arc distance of 37.75 feet to a point which bears South 17 degrees 12 minutes 13 seconds West from said radius point; thence South 17 degrees 12 minutes 13 seconds West a distance of 54.00 feet to a curve having a radius of 177.00 feet, the radius point of which bears North 17 degrees 12 minutes 13 seconds East; thence Westerly along the said curve an arc distance of 18.72 feet to the point of reverse curvature of a curve having a radius of 15.00 feet, the radius point of which bears South 23 degrees 15 minutes 52 seconds West; thence Northwesterly, Westerly and Southwesterly along the said curve an arc distance of 19.89 feet to a point which bears North 52 degrees 42 minutes 40 seconds West from said radius point; thence South 37 degrees 17 minutes 20 seconds West a distance of 56.70 feet to a curve having a radius of 927.00 feet, the radius point of which bears North 52 degrees 42 minutes 40 seconds West; thence Southwesterly along the said curve an arc distance of 170.33 feet to the point of reverse curvature of a curve having a radius of 15.00 feet, the radius point of which bears South 42 degrees 11 minutes 00 seconds East; thence Southwesterly, Southerly and Southeasterly along the said curve an arc distance of 23.16 feet to the point of compound curvature of a curve having a radius of 198.00 feet, the radius point of which bears North 49 degrees 20 minutes 34 seconds East; thence Southeasterly along the said curve an arc distance of 54.38 feet to a point which bears South 33 degrees 36 minutes 24 seconds West from said radius point; thence South 33 degrees 36 minutes 24 seconds West a distance of 159.77 feet; thence South 08 degrees 07 minutes 07 seconds East a distance of 62.93 feet; thence South 80 degrees 24 minutes 24 seconds West a distance of 274.79 feet; thence



South 45 degrees 37 minutes 10 seconds West a distance of 131.48 feet to a curve having a radius of 202.00 feet, the radius point of which bears North 45 degrees 37 minutes 10 seconds East; thence Northwesterly along said curve an arc distance of 62.87 feet to a point which bears South 63 degrees 27 minutes 04 seconds West from said radius point; thence South 63 degrees 27 minutes 04 seconds West a distance of 123.30 feet; thence North 67 degrees 27 minutes 24 seconds West a distance of 57.10 feet; thence South 89 degrees 26 minutes 14 seconds West a distance of 132.94 feet; thence South 89 degrees 44 minutes 45 seconds West a distance of 192.14 feet to the BEGINNING POINT, containing 41.602 acres, more or less.

EXCEPT:

COMMENCING at the Southwest Corner of said Southwest Quarter Section; thence North 00 degrees 15 minutes 15 seconds West (Bearing based on the Hamilton Southeastern Utilities System Coordinate System (referenced to the Indiana State Plane Coordinate System, East Zone (NAD 1983))) along the West Line of said Southwest Quarter Section a distance of 1486.02 feet; thence North 89 degrees 44 minutes 45 seconds East a distance of 374.00 feet to the BEGINNING POINT; thence North 00 degrees 15 minutes 15 seconds West, parallel with the said West Line, a distance of 197.82 feet; thence North 77 degrees 04 minutes 21 seconds West a distance of 115.86 feet to a curve having a radius of 273.00 feet, the radius point of which bears South 77 degrees 04 minutes 20 seconds East; thence Northerly along said curve an arc distance of 6.92 feet to a point which bears North 75 degrees 37 minutes 13 seconds West from said radius point; thence North 75 degrees 37 minutes 13 seconds West a distance of 54.00 feet; thence North 14 degrees 22 minutes 47 seconds East a distance of 150.80 feet to a curve having a radius of 273.00 feet, the radius point of which bears North 75 degrees 37 minutes 13 seconds West; thence Northerly along said curve an arc distance of 69.73 feet to a point which bears North 89 degrees 44 minutes 45 seconds East from said radius point; thence North 00 degrees 15 minutes 15 seconds West, parallel with the West Line of said Southwest Quarter Section, a distance of 165.99 feet; thence North 89 degrees 44 minutes 45 seconds East a distance of 54.00 feet; thence North 00 degrees 15 minutes 15 seconds West, parallel with the said West Line, a distance of 8.00 feet to a curve having a radius of 15.00 feet, the radius point of which bears North 89 degrees 44 minutes 45 seconds East; thence Northeasterly along said curve an arc distance of 23.56 feet to a point which bears North 00 degrees 15 minutes 15 seconds West from said radius point; thence North 89 degrees 44 minutes 45 seconds East a distance of 4.00 feet to a curve having a radius of 673.00 feet, the radius point of which bears South 00 degrees 15 minutes 15 seconds East; thence Southeasterly along said curve an arc distance of 111.65 feet to a point which bears North 09 degrees 15 minutes 05 seconds East from said radius point; thence South 09 degrees 15 minutes 05 seconds West a distance of 120.00 feet; thence South 75 degrees 48 minutes 44 seconds East a distance of 95.17 feet; thence South 65 degrees 53 minutes 45 seconds East a distance of 96.01 feet; thence South 56 degrees 31 minutes 41 seconds East a distance of 96.11 feet; thence South 47 degrees 30 minutes 57 seconds East a distance of 205.99 feet; thence South 36 degrees 11 minutes 38 seconds East a distance of 67.52 feet; thence South 00 degrees 23 minutes 00 seconds East a distance of 259.38 feet; thence North 41 degrees 32 minutes 02 seconds West a distance of 56.70 feet; thence North 75 degrees 53 minutes 51 seconds West a distance of 111.15 feet to a curve having a radius of 345.41 feet, the radius point of which bears North 85 degrees 41 minutes 01 seconds West; thence Northerly along said curve an arc distance of 8.06 feet to a point which bears South 87 degrees 01 minutes 17 seconds East from said radius point; thence North 87 degrees 01 minutes 17 seconds West a distance of 174.00 feet; thence South 16 degrees 23 minutes 18 seconds West a distance of 79.50 feet; thence South 43 degrees 29 minutes 52 seconds West a distance of 81.19 feet; thence South 70 degrees 53 minutes 52 seconds West a distance of 81.19 feet; thence North 47 degrees 42 minutes 13 seconds West a distance of 33.84 feet; thence North 00 degrees 15 minutes 15 seconds West, parallel with the West Line of said Southwest Quarter Section, a distance of 69.80 feet to the BEGINNING POINT, containing 6.400 acres, more or less.

Containing a net total of 35.202 acres, more or less.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
VILLAGE OF CHAPEL WOODS

39.00  
16  
2.00  
NONC

A RESIDENTIAL DEVELOPMENT  
IN NOBLESVILLE, INDIANA

200500026424  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
JENNIFER J HAYDEN  
05-04-2005 At 02:40 PM.  
DEC COV RES 39.00

The undersigned CHAPEL WOODS LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), as owner and developer of real property described in Exhibit A attached hereto and known as Chapel Woods Section 1A, including lots 1 through 10, 64 through 71, 73 through 93 and 101 through 108 which is referred to herein as "Chapel Woods" imposes the following plat restrictions and covenants on lots 73 through 93 and lots 101 through 108 within Chapel Woods which lots are collectively referred to herein as the "Village Area" for the benefit of all present and future Owners (as hereinafter defined) of any Residence Lot Area in the Village Area.

**DECLARATIONS**

All Residence Lot Areas within the Village Area shall be subject to the following development standards, restrictions, covenants, conditions and assessments, which are for the benefit of all Owners (as hereinafter defined) and occupants within the Village Area and which shall run with the property and shall be binding on all Owners and all persons claiming under them for a period of ten (10) 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 turnover of the Village Area Association to the Owners a majority of the then Owners 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 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.

**Article 1. Use Restrictions**

1.01 Each lot within the Village Area will be used for two family residential purposes and will contain two Residence Lot Areas and two Residence Units. "Residence Unit" shall mean one-half (1/2) of a building designed for residential occupancy including one-half (1/2) of the thickness of any party wall separating the Residence Unit from another Residence Unit comprising the building. "Residence Lot Area" shall mean and refer to the portion of the lot associated or platted with a Residence Unit as may be described in the deed conveying the Residence Lot Area to an Owner. However, the Developer, its agents or assigns, may use the Residence Lot Area for construction and sales purposes during any building and sales period. An "Owner" shall mean and refer to the record title owner of a Residence Lot Area in the Village Area, and shall be all Owners, jointly and severally, if there is more than one Owner of record.

1.02 No residence, building, shed, fence, flagpole, mailbox, light pole or fixture, swimming pool, tennis court, pavement, driveway, awning, wall or structure of any kind shall be erected, placed or altered on any Residence Lot Area without first obtaining the written consent of the Architectural Control Committee set forth in the Master Covenants (as hereinafter defined).

1.03 Residence Units within the Village Area shall have the following minimum square footage, exclusive of basements, open porches, garages and other unheated areas. Each Residence Unit shall have an attached garage with space for not less than two (2) automobiles.

<u>1 Story</u>	<u>2 Story</u>
1,400	2,000

1.04 All structures or improvements commenced by an Owner must be completed within nine (9) months from the date of commencement.

1.05 Two carriage lights on the garage on each Residence Unit or a front yard light within each Residence Lot Area providing dusk to dawn lighting are to be installed on each Residence Lot Area at the time of construction of a Residence Unit. The Owner shall maintain the lights in operating condition at all times.

1.06 No detached storage buildings shall be permitted on any Residence Lot Area.

1.07 No towers of any description or satellite dish antennas greater than thirty-nine (39) inches in diameter will be permitted on any Residence Lot Area without the written approval of the Architectural Control Committee set forth in the Master Covenants. Said Committee may deny any such request in its sole and absolute discretion or may attach such conditions as it deems necessary or appropriate.

1.08 No Residence Unit shall have a sump pump which discharges directly into the street through a curb.

1.09 No building shall be located nearer to any street than the building setback line shown on the recorded plat of the Village Area. The setback areas designated on the recorded plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification.

1.10 No structures or materials shall be placed or permitted within the utility or drainage easement areas as designated on the recorded plat of the Village Area. Plantings within said utility or drainage easement areas are at the Owner's sole risk of loss if such plantings, as determined solely by the applicable utility authority or the Architectural Control Committee, would damage or interfere with the installation or maintenance of utilities or would change or retard the flow of surface water from its proper course. Each Owner shall maintain such portion of any utility or drainage easement area as is located upon such Owner's Residence Lot Area.

1.11 No business activities of any kind shall be conducted on any Residence Lot Area or open space in the Village Area without the approval of the Village Area Association; provided, however, that the foregoing shall not apply to the business activities of Developer or the construction, sale or maintenance of Residence Lot Areas by authorized builders or by Developer, its agents or assigns, during the construction and sales period.

1.12 No clothesline shall be located on any Residence Lot Area except one removable, folding, umbrella-like clothesline. Folding umbrella-like clothesline shall be permitted in the rear patio area only. No laundry articles shall be left outdoors overnight or any time on Saturdays or Sundays.

1.13 No automobile, bus, camper, motor home, trailer, boat, other watercraft, snowmobile, motorcycle or other similar vehicle shall be stored on any Residence Lot Area unless housed within a garage building. For purposes of this section a vehicle shall be considered "stored" if inoperable, put up on blocks or covered with a tarpaulin and it remains in such condition for a period of seven (7) consecutive days.

1.14 No Residence Lot Area shall be used as a dumping ground or storage area for rubbish, machinery, scrap, paper, glass or other such materials. Garbage or other waste shall be kept in trash containers. All containers used for the storage or disposal of trash or recyclable materials shall be kept in a clean and sanitary condition and screened from public view. Building materials to be used in the construction of approved structures may be stored on or within a Residence Lot Area, provided such building materials are incorporated into the approved improvement within ninety (90) days after their delivery to such Residence Lot Area.

1.15 No sod, dirt or gravel, other than incidental to the construction of an approved structure or the normal maintenance of lawn areas, shall be removed from any Residence Lot Area without the written approval of the Architectural Control Committee.

1.16 No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Residence Lot Area. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis as set forth herein.

1.17 No geothermal or solar heating system shall be installed on any Residence Lot Area or on any Residence Unit without the prior approval of all applicable agencies and the Architectural Control Committee.

1.18 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Residence Lot Area, except that dogs, cats or other usual household pets may be kept on a Residence Lot Area, so long as such pets are not kept, bred or maintained for any commercial purpose. No animal shall be permitted to run loose or become a nuisance to any Owner. The Village Area Association may regulate and control the maintenance of such household pets by publishing such rules and regulations as it deems necessary from time to time.

1.19 No sign or billboard shall be erected or displayed on any Residence Lot Area except (a) one (1) sign of no more than five (5) square feet advertising the property for sale; (b) signs used by Developer, its successors and/or assigns, to advertise Residence Lot Areas or Residence Units for sale during the construction and sales period; and (c) signs approved by the Architectural Control Committee.

1.20 All tanks for the storage of propane gas, fuel or oil shall be located beneath ground level, except that propane tanks for service to the entire Village Area or, on a temporary basis, for construction of an approved structure may be located above ground.

1.21 No well for the production of gas, water or oil, whether intended for temporary or permanent purposes, shall be drilled or maintained on any Residence Lot Area without the written consent of the Architectural Control Committee.

1.22 No chain link fence will be permitted on any Residence Lot Area.

1.23 No above ground swimming pools in place for more than forty-eight (48) consecutive hours will be permitted on any Residence Lot Area.

1.24 Nothing shall be done, placed or stored on any Residence Lot Area which may endanger the health or unreasonably disturb the occupants of neighboring Residence Units.

1.25 Each Owner within the Village Area, upon acquisition of title to a Residence Lot Area, shall automatically become a member of the Village Area Association created in accordance with Article 3.01 hereof. Such membership shall be an appurtenance to and shall not be separated from ownership of the Residence Lot Area and such membership shall terminate upon the sale or other disposition by such member of such Residence Lot Area ownership.

1.26 Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any other provision hereof, all of which shall remain in full force and effect.

1.27 Except as otherwise approved by the Developer in connection with a builder's model home sales center, all outside lighting contained in or with respect to the Village Area shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as to not create a glare, distraction or nuisance to the other Owners in the vicinity of or adjacent to the Village Area.

1.28 No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street shall be placed or permitted to remain on any corner Residence Lot Area within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of the street lines extended or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any Residence Lot Area within ten (10) feet from the intersection of a street line with the edge of a driveway or alley line. No tree shall be permitted to remain within such distances of such areas unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

The Village Area shall remain subject to, and entitled to the benefits from, the Master Declaration for Chapel Woods ("Master Declaration"), including, without limitation, membership interest in the association (the "Master Association") established pursuant to the Master Declaration and subject to the architectural standards, use restrictions/covenants and regulations and assessments to the Master Declaration. Notwithstanding the foregoing, the common areas and facilities established by the developer of Chapel Woods under the Master Declaration or any plat thereunder, including, without limitation, mail boxes, master television antenna, private walks, private roads and streets, water distribution systems, sanitary sewer systems, storm water systems and common area amenities, if any, shall not be maintained and controlled by the Village Area Association, but instead shall be maintained under the control of the Master Association or other entity as provided in the Master Declaration.

It shall be lawful for the Developer, City of Noblesville, Hamilton County, the Village Area Association or any Owner within the Village Area to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any covenant or restriction contained herein. The proceeding may seek to prevent such person or persons from violating or continuing to violate the restrictions or to recover damages for such violation together with the costs incurred in enforcement of the restrictions.

**Article 2. Additional Drainage Easement Restrictions**

Drainage easements shown on the recorded plat of the Village Area may include storm water detention or retention areas designed to direct, detain or retain water. The following covenants and restrictions are for the benefit of all Owners in the Village Area and are to run with the land and shall be binding on all parties, on all Owners, and all persons claiming under them forever, as follows:

2.01 No Owner shall do or permit to be done any action or activity which would result in (a) the pollution of any retained water, (b) the diversion of water, (c) a change in the elevation of the water level, (d) silting or (e) an adverse effect on water quality, drainage or proper water management, or which would otherwise impair or interfere with the use of such areas for drainage and related purposes for the benefit of all Owners.

2.02 No boating, fishing, swimming, ice skating or other recreational activity shall be conducted in, on or above said drainage easement areas.

2.03 The Master Association shall have the right to establish rules regarding the use of any drainage easement areas, provided such rules are not in conflict with any other provision contained herein, and are reasonably established to protect the safety and welfare of the Owners and their guests, or are established to assure the continued service of the areas for the purposes for which they were designed.

2.04 The Developer, City of Noblesville, Hamilton County, the Village Area Association or any Owners within the Village Area may prosecute proceedings at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions or seek restraining orders or other mandatory relief for the correction of any interference with or damage to the drainage and detention or retention system, and to recover compensation for any

damages incurred by the complaining party together with the costs incurred in enforcement of the restrictions.

**Article 3. Homeowners' Association**

3.01 After the recording of this Declaration, Developer shall form and incorporate a homeowners' association called the Village of Chapel Woods Homeowner's Association, Inc. (the "Village Area Association") to promote the common interest of all Owners, to handle maintenance of certain areas within the Village Area as set forth below and to promote compliance with the covenants, conditions and use restrictions set forth in this Declaration. The Village Area Association shall be comprised of all Owners in the Village Area. Developer reserves the right to expand the membership and duties of the Village Area Association to include other areas to be developed in the future on property that is not presently part of the Village Area. Said areas or sections shall be considered "Expansion Property", the Owners of which may, at the option of Developer, be required to become members of the Village Area Association. If the Developer elects to develop Expansion Property and elects to include the Owners of Residence Lot Areas in any portion of the Expansion Property as members in the Village Area Association and to expand the Village Area Association's responsibilities to include similar duties for such portion of the Expansion Property, Developer may do so by filing an amendment to this Declaration to include such Expansion Property within ten (10) years from the date hereof, explicitly setting forth that the Owners within such portion of the Expansion Property shall become members of the Village Area Association and detailing the additional rights and obligations of the Village Area Association.

3.02 "Village Area Expenses" means (i) expenses of and in connection with the maintenance, repair or replacement and the performance of the responsibilities and duties of the Village Area Association, including (without limitation) expenses for the improvement, maintenance or repair of the improvements, lawn, foliage and landscaping located on a Residence Lot Area maintained under Section 13.13, (ii) expenses of and in connection with the maintenance, repair or continuation of the drainage facilities located within and upon the easements, (iii) snow removal on Residence Unit driveways, (iv) all judgments, liens and valid claims against the Village Area Association, (v) all expenses incurred in the administration of the Village Area Association and (vi) expenses associated with trash pick-up within the Village Area, to the extent that such expenses are not part of the Master Association's Common Expenses.

3.03 The management and control of the affairs of the Village Area Association shall be vested in its Board of Directors. The Board of Directors shall be composed of between three (3) and nine (9) members. The initial members of the Board of Directors shall be selected by Developer. The three (3) initial members of the Board of Directors shall serve until (a) that date which is ninety (90) days after 100% of all Residence Lot Areas within the Village Area and 100% of all Residence Lot Areas within the Expansion Property which have been developed and made a part of the Village Area as set forth above in Article 3.01 have been sold, or (b) Developer elects to turn over control of the Village Area Association to the Owners, whichever shall first occur. Upon the incapacity, resignation or death of any initial director, a successor, who shall serve the remaining term of the departed director, shall be appointed by the remaining members of the Board of Directors within three (3) months after the incapacity, resignation or death of the departed director. Subsequent board members shall be elected by a majority of the Owners as more fully set forth in the Articles of Incorporation and By-Laws for the Village Area Association.

3.04 The Village Area Association, or its agents or assigns, shall have the right to enter onto any common area, open space, public right-of-way or landscape easement area as shown on the recorded plat of the Village Area, if any, or other easement area as it from time to time deems necessary for the purpose of maintaining the same to the extent not performed by the Master Association.

3.05 For the purpose of providing funds to carry out the responsibilities of the Village Area Association hereunder, the Village Area Association shall be empowered to levy, assess and collect from each and every Owner an amount up to Four Hundred Dollars (\$400.00) per year, irrespective of whether the Village Area has been completed. Provided, however, that such limit of Four Hundred Dollars (\$400.00) per Residence Lot Area per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of December, 2005. Any fees assessed by the Village Area Association in excess of Four Hundred Dollars (\$400.00) per Residence Lot Area per year, or its adjusted equivalent, must be approved by a majority of the Owners. Said assessment is in addition to any assessments levied by the Master Association.

In addition to the assessment set forth above, upon the closing of the initial conveyance of each Residence Lot Area to the first Owner of the respective Residence Lot Area other than Developer or builder, the Owner shall pay to the Association, in addition to any other amount then owed or due to the Association, as a contribution to the working capital of the Association and its start-up fund, an amount equal to One Hundred Eighty-Five Dollars (\$185.00), which payment shall be non-refundable and shall not be considered as an advance payment of any Regular or Special Assessment or other charge owed the Association with respect to such Residence Lot Area. The working capital and start-up fund shall be held and used by the Association for payment of, or reimbursement to, Developer for advances made to pay expenses of the Association for its early period of operation in the Village Area, to enable the Association to have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary by the Board of Directors. Said initial working capital contribution is in addition to any initial contribution due to the Master Association.

3.06 In addition to Regular Assessments, the Board of Directors of the Village Area Association may make special assessments against each Residence Lot Area (a "Special Assessment") for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Village Area Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Village Area Association may from time to time incur, but only with the assent of two-thirds (2/3) of the members of each class of members of the Village Area Association, if more than one, who cast votes in person or by proxy at a duly constituted meeting of the members of the Village Area Association called for such purpose.

The Board of Directors of the Village Area Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors of the Village Area Association. The



Board of Directors may provide for reasonable interest and late charges on past due installments of assessments.

3.07 Neither the Developer, nor any builder or any related entity being expressly exempted by Developer, shall be assessed any portion of any Regular or Special Assessment during the development period of the Village Area until one hundred percent (100%) of all Residence Lot Areas within the Village Area and one hundred percent (100%) of all Residence Lot Areas within the Expansion Property, if any, have been developed and made a part of the Village Area.

3.08 Any amount assessed or levied hereunder by the Village Area Association against an Owner shall become a lien on each Residence Lot Area until paid. Any assessments which are not paid within thirty (30) day of the due date shall be delinquent. As long as an assessment remains delinquent, a late fee of ten dollars (\$10.00) will be charged per month until the assessment is paid in full. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Village Area Association may file with the Hamilton County Recorder a Notice of Lien. The Notice of Lien shall contain a description of the Residence Lot Area against which the lien exists, the name or names of the Owner or Owners thereof, and the amount of the unpaid portion of the assessment or assessments. The lien provided for herein shall remain valid for a period of five (5) years from the date a Notice of Lien is duly filed, unless sooner released or satisfied in the same manner provided for by Indiana law for the release and satisfaction of mortgages on real property or until discharged by the final judgment or order of the Court in an action brought to discharge the lien. The lien shall secure not only the amount of the unpaid assessments and late fees, but also the costs incurred in collection, including, but not limited to interest, attorney's fees and court costs. The lien of the assessment provided for herein shall be subject and subordinate to the lien of any duly executed mortgage on any Residence Lot Area recorded prior to the recording of the Notice of Lien. The holder of any such mortgage which comes into possession of a Residence Lot Area pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure shall take the property free of claims for unpaid installments of assessments or charges against the Residence Lot Area which become due and payable prior to the time such holder or purchaser takes title to the Residence Lot Area.

3.09 No member of the Board of Directors shall be liable to the Owner(s) or any other person for any error or mistake of judgment exercised in carrying out his duties and responsibilities as a director, except in the case of willful misconduct or gross negligence. Further the Village Area 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 any contract made by the Board of Directors on behalf of the Village Area Association, unless any such contract shall have been made fraudulently. It is intended that no director shall have personal liability with respect to any contract made by any board member on behalf of the Village Area Association.

3.10 The Village Area 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 Village Area 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 willful misconduct in the performance of his duties. The Village Area 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 gross negligence or willful misconduct. 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 negligence or misconduct in the performance of his duties where, acting in good faith, such director relied on the books and records of the Village Area 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 Village Area 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, negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

3.11 Any and all of the rights, powers, duties and obligations assumed by, reserved to, created in or given to the Village Area Association may be exercised by Developer until such time as the Village Area Association is formed and control thereof transferred to the Owners. At such time as control of the Village Area Association is transferred to the Owners, Developer may reserve the exclusive right to approve the plot plan, construction plans, color scheme and landscape plan associated with any structure on any Residence Lot Area on which a Residence Unit has not yet been completed and occupied, so long as Developer clearly identifies the Residence Lot Areas for which it is retaining such right at the time of the turnover. Developer shall maintain said right of approval for each Residence Lot Area until such time as a Residence Unit has been completed on that Residence Lot Area and occupied by the Owner.

3.12 At the option of the Village Area Association, trash and refuse disposal for each Residence Lot Area will be provided by the Village Area Association on a weekly basis, if not done by the Master Association. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and Residence Unit construction. No Residence Lot Area shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Residence Lot Area in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Residence Lot Area. No Owner or occupant of a Residence Lot Area shall burn or bury any garbage or refuse.

3.13 The responsibilities of the Village Area Association include, but shall not be limited to, the following items to the extent work is not performed by the Master Association:

- (i) Installation and replacement of any and all improvements, signs, lawn, foliage and landscaping in open areas as the Village Area Association deems necessary or appropriate.
- (ii) Maintenance, repair and replacement of all private street or entrance signs.
- (iii) Mowing of lawns located on any Residence Lot Area as well as in any street right of way which laws shall be considered part of the common areas for purposes of maintenance only. Owners shall be responsible for edging around fences, shrubs and

bushes. Maintenance of lawns shall mean solely the mowing of grass and the care, fertilizing, trimming, removal and replacement of trees planted by Developer. It shall not include the fertilizing or watering of lawns on Residence Lot Areas which shall be the responsibility of the Owner nor the care and maintenance of (i) shrubs, (ii) trees which were not planted by Developer, (iii) flowers, or (iv) other plants on any Residence Lot Area, nor shall maintenance of lawns mean the mowing of grass within any fenced portion of any Residence Lot Areas for which permission to fence has been granted as herein provided. The Village Area Association is hereby granted an easement on each Residence Lot Area to perform such maintenance.

(iv) Procuring and maintaining for the benefit of the Village Area Association, its officers and Board of Directors and the Owners, the insurance coverage required under this Declaration and such other insurance as the Board of Directors deems necessary or advisable.

(v) Assessment and collection from the Owners of the Village Area Expenses.

(vi) Contracting for such services as management, snow removal, security control, trash removal or other services as the Village Area Association deems necessary or advisable. Snow removal by the Village Area Association shall only include snow removal of streets and driveways (to the extent not provided by the Master Association) and shall not include snow removal of sidewalk, entranceways, patios or decks.

(vii) Enforcing the rules and regulations of the Village Area Association and the requirements of this Declaration and the zoning covenant and commitments.

**Article 4. Architectural Control Committee**

Unless otherwise specified in writing by Developer, the Architectural Control Committee will have all the powers granted to it under the Master Declaration to oversee and approve all improvements in this Village Area.

**Article 5. Other Conditions**

5.01 All transfers and conveyances of each and every Residence Lot Area in the Village Area shall be made subject to these covenants and restrictions.

5.02 Any failure to enforce these restrictions shall not be deemed a waiver thereof or an acquiescence in, or consent to, any continuing, further or succeeding violation hereof.

5.03 If any covenant, condition or restriction hereinabove contained, or any portion thereof, is invalid, such invalidity shall in no way affect any other covenant, condition or restriction.

5.04 All costs of litigation and attorney's fees resulting from violation of this Declaration shall be the financial responsibility of the Owner or Owners found to be in violation.

5.05 So long as Developer maintains control of the Village Area Association as set forth in Article 3 hereof, Developer reserves the right to amend this Declaration (a) to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution (including, but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar entity) (b) to the extent necessary to enable the Developer to correct any typographical error, (c) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein or to subject additional property to these restrictions, (d) to change the substance of one or more covenants, conditions, restrictions, terms or provisions hereof or (e) to meet any other reasonable need or requirement in order to complete the Village Area, but (i) does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner's consent or (ii) is necessary to comply with a governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction; all without the approval of the Owners, and each Owner, by the acceptance of a deed to a Residence Lot Area within the Village Area, consents to this reserved right.

5.06 Once Developer has turned over control of the Village Area Association as set forth in Article 3 hereof, this Declaration may be amended by a majority vote of the Owners so long as such amendment does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner's consent.

5.07 Only the Residence Lot Areas contained in the Village Area shall be subject to and bound by the restrictions, covenants and conditions set out in this Declaration and none of said provisions shall in any manner affect or be operative in respect to any other land of the Owner or its successors or assigns.

#### **Article 6. Maintenance**

6.01 Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Village Area Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner, including any builder during the building process, to keep the grass on the Residence Lot Area properly cut and keep the Residence Lot Area, including any drainage utility and sewer easements located on the Residence Lot Area, free of weeds, trash or construction debris and otherwise neat and attractive in appearance, including, without limitation, the maintenance of the exterior of any structures on such Residence Lot Area. If an Owner fails to do so in a manner satisfactory to the Village Area Association, the Village Area Association, after approval by a majority vote of the Board of Directors, shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Residence Lot Area and to clean, repair, maintain or restore the Residence Lot Area, as the case may be, and the exterior of the improvements erected thereon to a condition acceptable to the Village Area Association. The cost of any such work shall be and constitute a Special Assessment against such Residence Lot Area and the Owner thereof, whether or not a builder, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessment in general. Neither the Village Area Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

6.02 Common Driveways. When two (2) Residence Lot Areas share a driveway, but are located on separate Residence Lot Areas, then the Owner of each Residence Lot Area shall be equally responsible for the maintenance of the driveway. No Owner shall block access to the one-half (1/2) of the driveway or garage used for the other Residence Lot Area. Either Owner may institute repair or maintenance of the driveway and the other Owner shall be equally responsible for the cost of the repair or maintenance. If any Owner fails to contribute for the Owner's share of the cost of repair or maintenance, the other Owner may bring an action to recover the costs and shall be entitled to receive costs, expense and reasonable attorneys' fees in pursuing collection of the costs.

**Article 7. Party Walls and Roofs**

7.01 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Residence Units within the Village Area and placed on the dividing lines between the Residence Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

7.02 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall. For purposes of this Article 8, the term "party wall" shall include the roof connecting the two (2) Residence Units.

7.03 Roof Replacement. If, at any time, an Owner of a roof connecting two (2) Residence Units believes that it has become necessary to replace the roof on his Residence Unit, that Owner shall notify the Owner of the adjoining Residence Unit. Such notice shall be sent by certified mail and shall specify the reason(s) that the Owner believes the roof should be replaced and whether or not an inspection has been performed. If both Owners agree that the roof should be replaced, the roof shall be replaced and the Owners shall share the cost of such roof replacement based upon the ratio of roof area that each Residence Unit bears to the total roof area of both Residence Units. If the Owners cannot agree upon the need for roof replacement, the Owner requesting the roof replacement shall make written application to the Architectural Review Committee. The Architectural Review Committee shall determine if such roof replacement is necessary. If roof replacement is deemed necessary, the roof shall be replaced and the Owners shall share the cost based upon the ratio that the roof area of each Residence Unit bears to the total roof area of both Residence Units. This section applies only to complete roof replacement. Ordinary and routine maintenance for the roof of each Residence Unit shall be the responsibility of each individual Owner.

7.04 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, and the other Owner shall contribute equally to the cost of restoration thereof, without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

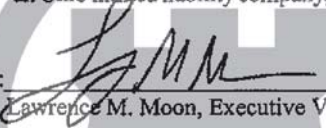
7.05 Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent, malicious or willful acts causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

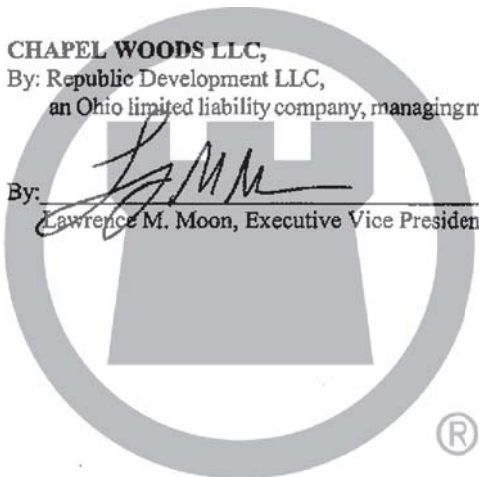
7.06 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

7.07 Boundaries. "Plans", as that term is used herein, shall mean and refer to the floor and building plans of any Residence Unit or Residence Lot Area, together with any surveys and final elevation Plans. In the event that any horizontal or vertical boundary line as shown on the Plans do not coincide with the actual location of the respective walls, floor, ceiling, driveway, or roof of any Residence Unit or Residence Lot Area because of inexactness of construction, settling after construction, or for any other reason, then the boundary line of such Residence Unit or Residence Lot Area and its respective walls, floor, ceiling, driveway, or roof shall be deemed to be, and treated for purposes of occupancy, possession, maintenance, decoration, and use and enjoyment, as in accordance with the actual and existing construction. In such cases, permanent easements for exclusive use shall exist in favor of each Owner in and to the space outside of the boundary lines of the Owner's Residence Unit or Residence Lot Area and its respective walls, floor, ceiling, driveway, or roof as indicated on the Plans, but within the walls, floors, ceilings, driveway or roof of the Residence Unit or Residence Lot Area as they may actually exist.

**IN WITNESS WHEREOF**, said Chapel Woods LLC has caused this instrument to be executed by its duly authorized representative this 25th day of April, 2005.

CHAPEL WOODS LLC,  
By: Republic Development LLC,  
an Ohio limited liability company, managing member

By:   
Lawrence M. Moon, Executive Vice President



CHICAGO TITLE

STATE OF OHIO        )  
                              ) SS:  
COUNTY OF LUCAS    )

The foregoing instrument was acknowledged before me this 25th day of April, 2005, by Lawrence M. Moon, Executive Vice President of Republic Development LLC, an Ohio limited liability company, managing member of Chapel Woods LLC.

*Dawn M. Sundstrom*  
\_\_\_\_\_  
Notary Public



**DAWN M. SUNDSTROM**  
Notary Public, State of Ohio  
My Commission Expires 04-18-09

This document prepared by:

Christopher D. Long, Esq.  
Krieg DeVault LLP  
2800 One Indiana Square  
Indianapolis, Indiana 46204

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CHICAGO TITLE

**Exhibit A**

**Legal Description  
Chapel Woods  
Section 1A**

Part of the Southwest Quarter of Section 9, Township 18 North, Range 5 East, Noblesville Township, Hamilton County, Indiana described as follows:

COMMENCING at the Southwest Corner of said Southwest Quarter Section; thence North 00 degrees 15 minutes 15 seconds West (Bearing based on the Hamilton Southeastern Utilities System Coordinate System (referenced to the Indiana State Plane Coordinate System, East Zone (NAD 1983))) along the West Line of said Southwest Quarter Section a distance of 755.81 feet to the BEGINNING POINT; thence continuing North 00 degrees 15 minutes 15 seconds West along the said West Line a distance of 1905.26 feet to the Northwest Corner of the said Southwest Quarter Section; thence North 89 degrees 29 minutes 01 seconds East along the North Line of said Southwest Quarter Section a distance of 623.84 feet; thence South 00 degrees 23 minutes 00 seconds East a distance of 208.66 feet to a curve having a radius of 327.00 feet, the radius point of which bears South 20 degrees 23 minutes 37 seconds East; thence Southwesterly along said curve an arc distance of 187.26 feet to a point which bears North 53 degrees 12 minutes 17 seconds East a distance of 192.63 feet; thence North 67 degrees 52 minutes 56 seconds East a distance of 55.62 feet; thence North 88 degrees 32 minutes 26 seconds East a distance of 121.32 feet; thence North 69 degrees 44 minutes 19 seconds East a distance of 85.07 feet; thence North 89 degrees 37 minutes 00 seconds East a distance of 46.21 feet; thence South 13 degrees 46 minutes 17 seconds East a distance of 149.55 feet to a curve having a radius of 202.00 feet, the radius point of which bears South 13 degrees 46 minutes 17 seconds East; thence Northeasterly along said curve an arc distance of 38.46 feet to a point which bears North 02 degrees 51 minutes 45 seconds West from said radius point; thence South 02 degrees 51 minutes 45 seconds East a distance of 128.90 feet; thence South 47 degrees 30 minutes 57 seconds East a distance of 80.00 feet; thence South 79 degrees 51 minutes 42 seconds East a distance of 58.08 feet; thence South 00 degrees 23 minutes 00 seconds East a distance of 145.91 feet; thence South 15 degrees 14 minutes 05 seconds East a distance of 54.00 feet to a curve having a radius of 123.00 feet, the radius point of which bears South 15 degrees 14 minutes 05 seconds East; thence Easterly along said curve an arc distance of 31.88 feet to a point which bears North 00 degrees 23 minutes 00 seconds West from said radius point; thence North 89 degrees 37 minutes 00 seconds East a distance of 93.26 feet; thence South 00 degrees 23 minutes 00 seconds East a distance of 414.60 feet; thence South 89 degrees 37 minutes 00 seconds West a distance of 93.26 feet to a curve having a radius of 123.00 feet, the radius point of which bears North 00 degrees 23 minutes 00 seconds West; thence Westerly along the said curve an arc distance of 37.75 feet to a point which bears South 17 degrees 12 minutes 13 seconds West from said radius point; thence South 17 degrees 12 minutes 13 seconds West a distance of 54.00 feet to a curve having a radius of 177.00 feet, the radius point of which bears North 17 degrees 12 minutes 13 seconds East; thence Westerly along the said curve an arc distance of 18.72 feet to the point of reverse curvature of a curve having a radius of 15.00 feet, the radius point of which bears South 23 degrees 15 minutes 52 seconds West; thence Northwesterly, Westerly and Southwesterly along the said curve an arc distance of 19.89 feet to a point which bears North 52 degrees 42 minutes 40 seconds West from said radius point; thence South 37 degrees 17 minutes 20 seconds West a distance of 56.70 feet to a curve having a radius of 927.00 feet, the radius point of which bears North 52 degrees 42 minutes 40 seconds West; thence Southwesterly along the said curve an arc distance of 170.33 feet to the point of reverse curvature of a curve having a radius of 15.00 feet, the radius point of which bears South 42 degrees 11 minutes 00 seconds East; thence Southwesterly, Southerly and Southeasterly along the said curve an arc distance of 23.18 feet to the point of compound curvature of a curve having a radius of 198.00 feet, the radius point of which bears North 49 degrees 20 minutes 34 seconds East; thence Southeasterly along the said curve an arc distance of 54.38 feet to a point which bears South 33 degrees 36 minutes 24 seconds West from said radius point; thence South 33 degrees 36 minutes 24 seconds West a distance of 159.77 feet; thence South 08 degrees 07 minutes 07 seconds East a distance of 62.93 feet; thence South 80 degrees 24 minutes 24 seconds West a distance of 274.79 feet; thence



South 45 degrees 37 minutes 10 seconds West a distance of 131.48 feet to a curve having a radius of 202.00 feet, the radius point of which bears North 45 degrees 37 minutes 10 seconds East; thence Northwesterly along said curve an arc distance of 62.87 feet to a point which bears South 63 degrees 27 minutes 04 seconds West from said radius point; thence South 63 degrees 27 minutes 04 seconds West a distance of 123.30 feet; thence North 67 degrees 27 minutes 24 seconds West a distance of 57.10 feet; thence South 89 degrees 26 minutes 14 seconds West a distance of 132.94 feet; thence South 89 degrees 44 minutes 45 seconds West a distance of 192.14 feet to the BEGINNING POINT, containing 41.602 acres, more or less.

EXCEPT:

COMMENCING at the Southwest Corner of said Southwest Quarter Section; thence North 00 degrees 15 minutes 15 seconds West (Bearing based on the Hamilton Southeastern Utilities System Coordinate System (referenced to the Indiana State Plane Coordinate System, East Zone (NAD 1983))) along the West Line of said Southwest Quarter Section a distance of 1486.02 feet; thence North 89 degrees 44 minutes 45 seconds East a distance of 374.00 feet to the BEGINNING POINT; thence North 00 degrees 15 minutes 15 seconds West, parallel with the said West Line, a distance of 197.82 feet; thence North 77 degrees 04 minutes 21 seconds West a distance of 115.86 feet to a curve having a radius of 273.00 feet, the radius point of which bears South 77 degrees 04 minutes 20 seconds East; thence Northerly along said curve an arc distance of 6.92 feet to a point which bears North 75 degrees 37 minutes 13 seconds West from said radius point; thence North 75 degrees 37 minutes 13 seconds West a distance of 54.00 feet; thence North 14 degrees 22 minutes 47 seconds East a distance of 150.80 feet to a curve having a radius of 273.00 feet, the radius point of which bears North 75 degrees 37 minutes 13 seconds West; thence Northerly along said curve an arc distance of 69.73 feet to a point which bears North 89 degrees 44 minutes 45 seconds East from said radius point; thence North 00 degrees 15 minutes 15 seconds West, parallel with the West Line of said Southwest Quarter Section, a distance of 165.99 feet; thence North 89 degrees 44 minutes 45 seconds East a distance of 54.00 feet; thence North 00 degrees 15 minutes 15 seconds West, parallel with the said West Line, a distance of 8.00 feet to a curve having a radius of 15.00 feet, the radius point of which bears North 89 degrees 44 minutes 45 seconds East; thence Northeasterly along said curve an arc distance of 23.56 feet to a point which bears North 00 degrees 15 minutes 15 seconds West from said radius point; thence North 89 degrees 44 minutes 45 seconds East a distance of 4.00 feet to a curve having a radius of 673.00 feet, the radius point of which bears South 00 degrees 15 minutes 15 seconds East; thence Southeasterly along said curve an arc distance of 111.65 feet to a point which bears North 09 degrees 15 minutes 05 seconds East from said radius point; thence South 09 degrees 15 minutes 05 seconds West a distance of 120.00 feet; thence South 75 degrees 48 minutes 44 seconds East a distance of 95.17 feet; thence South 65 degrees 53 minutes 45 seconds East a distance of 96.01 feet; thence South 56 degrees 31 minutes 41 seconds East a distance of 96.11 feet; thence South 47 degrees 30 minutes 57 seconds East a distance of 205.99 feet; thence South 36 degrees 11 minutes 38 seconds East a distance of 67.52 feet; thence South 00 degrees 23 minutes 00 seconds East a distance of 259.38 feet; thence North 41 degrees 32 minutes 02 seconds West a distance of 56.70 feet; thence North 75 degrees 53 minutes 51 seconds West a distance of 111.15 feet to a curve having a radius of 345.41 feet, the radius point of which bears North 85 degrees 41 minutes 01 seconds West; thence Northerly along said curve an arc distance of 8.06 feet to a point which bears South 87 degrees 01 minutes 17 seconds East from said radius point; thence North 87 degrees 01 minutes 17 seconds West a distance of 174.00 feet; thence South 16 degrees 23 minutes 18 seconds West a distance of 79.50 feet; thence South 43 degrees 29 minutes 52 seconds West a distance of 81.19 feet; thence South 70 degrees 53 minutes 52 seconds West a distance of 81.19 feet; thence North 47 degrees 42 minutes 13 seconds West a distance of 33.84 feet; thence North 00 degrees 15 minutes 15 seconds West, parallel with the West Line of said Southwest Quarter Section, a distance of 99.80 feet to the BEGINNING POINT, containing 6.400 acres, more or less.

Containing a net total of 35.202 acres, more or less.