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Jennifer Hayden  
Hamilton County Recorder IN  
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**Cross-Reference:** The Master Declaration and General Protective Covenants, Conditions and Restrictions for Chatham Hills recorded with the Recorder of Hamilton County, Indiana, on the 10th day of April, 2015 as Instrument Number 2015016751.

**THIRD AMENDMENT AND SUPPLEMENT TO THE MASTER DECLARATION  
AND GENERAL PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CHATHAM HILLS**

This Amendment (the "Third Amendment") is to The Master Declaration and General Protective Covenants, Conditions and Restrictions for Chatham Hills;

**WITNESSETH:**

**WHEREAS**, the Master Declaration and General Protective Covenants, Conditions and Restrictions For Chatham Hills was recorded with the Recorder of Hamilton County, Indiana, on the 10th day of April, 2015 as Instrument No. 2015016751 (the "Original Master Declaration");

**WHEREAS**, the First Amendment to the Original Master Declaration was recorded with the Recorder of Hamilton County, Indiana, on the 11th day of June, 2015 as Instrument No. 2015028428 (the "First Amendment");

**WHEREAS**, the Amendment to the Original Master Declaration was recorded with the Recorder of Hamilton County, Indiana, on the 22nd day of January, 2016 as Instrument No. 2016002656 (the "Second Amendment");

**WHEREAS**, the Original Master Declaration, as amended by the First Amendment and the Second Amendment, shall be referred to in this Third Amendment as the "Amended Master Declaration";

**WHEREAS**, the undersigned is the Master Declarant under the Amended Master Declaration;

**WHEREAS**, unless otherwise defined in this Third Amendment, all capitalized terms in this Third Amendment shall have the same meaning specified in the Amended Master Declaration;

**WHEREAS**, the Secondary Plat for Chatham Hills Section 1 was recorded with the Recorder of Hamilton County, Indiana on March 31, 2015 as Instrument Number 2015014891, Plat Cabinet 5, Slide 322 (the "Section 1 Plat");

**WHEREAS**, the Section 1 Plat identifies (i) Common Areas 1 through 20 as C.A. 1 through C.A. 20 (collectively the "Section 1 Common Areas"), (ii) Blocks 1 through Block 7 (collectively the "Section 1 Blocks") and (iii) 196 residential Lots (collectively the "Section 1 Lots");

**WHEREAS**, the Secondary Plat for Chatham Hills Section 2A was recorded with the Recorder of Hamilton County, Indiana on January 21, 2016 as Instrument Number 2016002641, Plat Cabinet 5, Slide 447 (the "**Section 2A Plat**");

**WHEREAS**, the Section 2A Plat identifies (i) Common Area 1 through Common Area 7 as C.A. 1 through C.A. 7 and Common Area 11 through Common Area 21 as C.A. 11 through C.A. 21 (collectively the "**Section 2A Common Areas**"), and (ii) Block 8, Block 9, Block 11, Block 12 and Block 14 (collectively the "**Excluded Section 2A Blocks**"), (iv) Block 13 and Block 15 (collectively the "**Included Section 2A Blocks**") and (iii) 105 residential Lots (collectively the "**Section 2A Lots**");

**WHEREAS**, the Secondary Plat for Chatham Hills Section 2B was recorded with the Recorder of Hamilton County, Indiana on September 30, 2016 as Instrument Number 2016002641, Plat Cabinet 5, Slide 447 (the "**Section 2B Plat**");

**WHEREAS**, the Section 2B Plat identifies (i) Common Areas 9, 10, 15 and 17 as C.A. 9, C.A. 10, and C.A. 15 and C.A. 17 (collectively the "**Section 2B Common Areas**"), (ii) Block 10, Block 12 and Block 16 (collectively the "**Section 2B Blocks**") and (iii) identifies 29 residential Lots (collectively the "**Section 2B Lots**");

**WHEREAS**, the term "**Effective Date**", as used in this Third Amendment, shall mean the date on which this Third Amendment is recorded with the Recorder of Hamilton County, Indiana; and,

**WHEREAS**, the Declarant is desirous of annexing certain land into the Property, annexing certain land into the Additional Real Estate, and amending, revising and supplementing the Amended Master Declaration as follows.

**NOW, THEREFORE**, the Amended Master Declaration is hereby further amended, revised and supplemented as set forth below in this Third Amendment:

1. **Preambles and Recitations.** The foregoing preambles, recitations and definitions are made a part hereof as though fully set forth herein.
2. **The Additional Real Estate.** The Amended Master Declaration is hereby further amended and revised so that Common Area 17, identified on the Section 2B Plat as C.A. 17, is included in and made a part of the Additional Real Estate.
3. **The Section 2B Property.** The Amended Master Declaration is hereby further amended and revised to include as part of the Property the Section 2B Common Areas and the Section 2B Lots, all of which, therefore, by this Third Amendment, are included in, and made part of, the Property and are subjected, in all respects, to the Amended Master Declaration.
4. **The Section 2A Property.** The Amended Master Declaration is hereby further amended, clarified and revised to provide that, as of the Effective Date (i) the Included Section

2A Blocks are annexed into and included in the Property and are subjected in all respects to the Amended Master Declaration, (ii) the Excluded Section 2A Blocks, while part of the Additional Real Estate, are not and remain not annexed into and included in the Property and are not subject in any manner to the Amended Master Declaration and (iii) the Section 2A Common Areas and the Section 2A Lots are and remain annexed into and included in the Property and are subject in all respects to the Amended Master Declaration.

5. **Restatement of Real Estate, Additional Real Estate and Property.** By reason of the Original Master Declaration, the First Amendment, the Second Amendment and this Third Amendment, the Real Estate, the Additional Real Estate and the Property are as follows:

- A. **The Real Estate.** As of the Effective Date, the Real Estate comprises all of the 275.193 acres, more or less, described both in Exhibit "A" to the Original Master Declaration and in the Section 1 Plat, less the Section 1 Blocks; therefore, as of the Effective Date, the Real Estate includes all of the Section 1 Common Areas and all of the Section 1 Lots, but does not include any of the Section 1 Blocks.
- B. **The Additional Real Estate.** As of the Effective Date, the Additional Real Estate comprises all the land described in Exhibit "B" to the Original Master Declaration and Common Area 17 identified in the Section 2B Plat as C.A. 17, less only what is set forth as the "Property" in paragraph numbered 5(C) below.
- C. **The Property.** As of the Effective Date, the Property (i) comprises the Real Estate identified in 5(A) above, the Section 2A Common Areas, the Section 2A Lots, the Included Section 2A Blocks, the Section 2B Common Areas and the Section 2B Lots, but does not include (ii) the Section 1 Blocks, the Excluded Section 2A Blocks or the Section 2B Blocks.

6. **Controlling Provisions.** In the event that there is a conflict or discrepancy between what is specified in paragraph 5 above and the Original Master Declaration, the First Amendment or the Second Amendment, paragraph 5 above shall control and prevail.

7. **Definition of Shared Drives.** The Amended Master Declaration is hereby further amended and revised to add to Exhibit "C" of the Original Master Declaration the following definition of "Shared Drive":

**"SHARED DRIVES"** means strips of ground that are identified on any plat of the Property recorded with the Recorder as an "I.E.", an "Ingress/Egress" easement or a Shared Drive and that serve as private, shared driveways providing access to two (2) or more residential Lots and, therefore, Shared Drives include, without limitation, (i) the 4 strips of ground that are identified in the Section 2A Plat as "I.E." or "Ingress/Egress" easements and that serve as private, shared driveways providing access to two (2) or more residential Lots,

(ii) the 1 strip of ground that is identified in the Section 2B Plat as "I.E." or "Ingress/Egress" easements and that serve as private, shared driveways providing access to two (2) or more residential Lots and (iii) any strips of ground shown on any plats, of any part of the Property, hereafter recorded with the Recorder after the Effective Date, as an "I.E.", an "Ingress/Egress" easement or a Shared Drive and that serve as private, shared driveways providing access to two (2) or more residential Lots.

8. **Maintenance and Repair of Shared Drives.** The Amended Master Declaration is hereby further amended and revised to state that Shared Drives are (i) for ingress and egress to and from the Lots for which they provide access, including the Lot, if any, on which they exist, (ii) are at all times to be free and clear of any obstructions and (iii) are to be repaired, and maintained in good condition by the Neighborhood Association for the Neighborhood in which such Shared Drives exist, with the cost of any repair and/or maintenance to be part of the Neighborhood Common Expenses and the Neighborhood Annual Assessment for the Neighborhood in which such Shared Drives exist.

9. **Snow Removal.** The Amended Master Declaration is hereby further amended and revised to require the Master Association to cause snow to be removed from all Public Streets, Private Streets, Private Roads and Shared Drives and shall include the cost thereof in its Master Common Expenses and Annual Assessments.

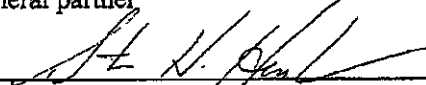
10. **Common Areas.** The inclusion of any Common Areas in any Neighborhood Declaration does not constitute a designation by the Master Declarant that such Common Areas are Neighborhood Common Areas or Master Common Areas and, notwithstanding that any Common Areas were subjected to a Neighborhood Declaration, as amended and/or the Original Master Declaration, as amended, the Master Declarant retains and reserves the right in its sole discretion to designate and convey such Common Areas as a Master Common Area or a Neighborhood Common Area, to convey any portion of any Common Area to any Person and, further, the Master Declarant retains and reserves the right (i) to convey, in whole or in part, to the Master Association any Common Area that was previously decided to a Neighborhood Association and (ii) to convey, in whole or in part, to a Neighborhood Association any Common Area that was previously decided to the Master Association.

11. **Amended Declaration.** All provisions of the Amended Master Declaration not hereby amended or revised shall remain unchanged and in full force and effect, in the event of a conflict between this Third Amendment and the Amended Master Declaration, the provisions of this Third Amendment shall control, and the Amended Master Declaration, as hereby amended and revised by this Third Amendment, shall remain in full force and effect.

(signature page follows)

**Chatham Hills LLP, an Indiana limited liability partnership**


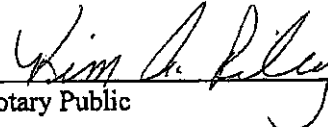
Henke Development Group, LLC, an Indiana limited liability company, general partner

By:   
Steven H. Henke, Managing Member

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF HAMILTON    )

Before me, a Notary Public in and for said County and State, personally appeared Steven H. Henke, the Managing Member of Henke Development Group, LLC the general partner of Chatham Hills LLP, this 3rd day of February, 2017 and acknowledged the execution of the foregoing Third Amendment for and on behalf of said entity.

My Commission Expires:

 KIM A. RILEY, Notary Public  
My Commission Expires April 27, 2024  
County of Residence: Hamilton   
Residing in \_\_\_\_\_  
County, Indiana

Notary Public

Printed Name

This instrument prepared by and should be returned to: Charles D. Frankenberger, Nelson & Frankenberger, 550 Congressional Blvd., Suite 210, Carmel, IN 46032.

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



**Cross-Reference:** The Neighborhood Declaration of Covenants, Conditions and Restrictions for The Chatham Creek Communities at Chatham Hills recorded with the Recorder of Hamilton County, Indiana, on the 10th day of April, 2015 as Instrument Number 2015016753.

**SECOND AMENDMENT AND SUPPLEMENT TO THE NEIGHBORHOOD  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE  
CHATHAM CREEK COMMUNITIES AT CHATHAM HILLS**

This is the Amendment (the "**Second Amendment**") to the Neighborhood Declaration of Covenants, Conditions and Restrictions for The Chatham Creek Communities at Chatham Hills;

**WITNESSETH:**

**WHEREAS**, the Neighborhood Declaration of Covenants, Conditions and Restrictions for The Chatham Creek Communities at Chatham Hills was recorded with the Recorder of Hamilton County, Indiana, on the 10th day of April, 2015 as Instrument Number 2015016753 (the "**Original Communities Neighborhood Declaration**");

**WHEREAS**, the Amendment to the Original Communities Neighborhood Declaration recorded with the Recorder of Hamilton County, Indiana, on the 22nd day of January, 2016 as Instrument Number 2016002657 (the "**First Amendment**");

**WHEREAS**, the Original Communities Neighborhood Declaration, as amended by the First Amendment, shall be referred to in this Second Amendment as the "**Amended Neighborhood Declaration**";

**WHEREAS**, the undersigned is the Neighborhood Declarant under the Amended Neighborhood Declaration;

**WHEREAS**, unless otherwise defined in this Second Amendment, all capitalized terms in this Second Amendment shall have the same meaning specified in the Amended Neighborhood Declaration;

**WHEREAS**, the Secondary Plat for Chatham Hills Section 2A was recorded with the Recorder of Hamilton County, Indiana on January 21, 2016 as Instrument Number 2016002641, Plat Cabinet 5, Slide 447 (the "**Section 2A Plat**");

**WHEREAS**, the Section 2A Plat identifies (i) Common Area 1 through Common Area 7 as C.A. 1 through C.A. 7, and Common Area 11 through Common Area 21 as C.A. 11 through C.A. 21 (collectively the "**Section 2A Common Areas**"), (ii) 21 residential Lots as F54, F55 and F58 through F76 (collectively the "**21 Excluded F Lots**"), (iii) in addition to the 21 Excluded F Lots, 84 other residential Lots that on the Section 2A Plat begin with the letter E, G, H or I (collectively the "**84 Included E, G, H and I Lots**"), (iv) Block 8, Block 9,

Block 11, Block 12, and Block 14 (collectively the "Excluded Section 2A Blocks") and (v) Block 13 and Block 15 (collectively the "Included Section 2A Blocks");

WHEREAS, the Secondary Plat for Chatham Hills Section 2B was recorded with the Recorder of Hamilton County, Indiana on September 30, 2016 as Instrument Number 2016002641, Plat Cabinet 5, Slide 447 (the "Section 2B Plat");

WHEREAS, the term "Section 2B Neighborhood Residential Area", as used in this Second Amendment, shall mean only (i) what are identified on the Section 2B Plat as residential Lots I6, I7, I8 and I9 and (ii) Common Area 17 identified on the Section 2B Plat as C.A. 17; and,

WHEREAS, the Neighborhood Declarant is desirous of amending, revising and supplementing the Amended Neighborhood Declaration as follows.

NOW, THEREFORE, the Amended Neighborhood Declaration is hereby further amended, revised and supplemented as set forth below in this Second Amendment:

1. **Preambles and Recitations.** The foregoing preambles, recitations and definitions are made a part hereof as though fully set forth herein.
2. **Neighborhood Property from Section 2B.** The Amended Neighborhood Declaration is hereby further amended and revised to include as part of the Neighborhood Property the Section 2B Neighborhood Residential Area and, therefore, by this Second Amendment, the Section 2B Neighborhood Residential Area is included in, and made part of, the Neighborhood Property and is subject, in all respects, to the Amended Neighborhood Declaration;
3. **Neighborhood Property from Section 2A.** The Amended Neighborhood Declaration is hereby further amended, revised and clarified (i) to include in the Neighborhood Property and to subject in all respects to the Amended Neighborhood Declaration the Section 2A Common Areas, the Included Section 2A Blocks and the 84 Included E, G, H and I Lots, (ii) to remove and withdraw from the Neighborhood Property the 21 Excluded F Lots so that, therefore, the 21 Excluded F Lots are not annexed into or included in the Neighborhood Property or subjected in any manner to the Amended Neighborhood Declaration and (iii) to affirm that the Excluded Section 2A Blocks are not and remain not included in the Neighborhood Property or subject in any manner to the Amended Neighborhood Declaration.
4. **Restatement of Neighborhood Property.** By reason of the Original Community Neighborhood Declaration, the First Amendment and this Second Amendment, as of the date this Second Amendment is recorded with the Recorder of Hamilton County, Indiana, the Neighborhood Property comprises (i) the 25.511 acres of real estate, more or less, legally described Exhibit "A" to the Original Communities Neighborhood Declaration, the 9.495 acres of real estate, more or less, also legally described Exhibit "A" to the Original Communities Neighborhood Declaration, and the 8.746 acres of real estate, more or less, also legally described Exhibit "A" to the Original Communities Neighborhood Declaration, (ii) the

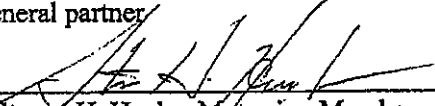
Section 2B Neighborhood Residential Area and (iii) the Section 2A Common Areas, the Included Section 2A Blocks and the 84 Included E, G, H and I Lots.

5. **Controlling Provisions.** In the event that there is a conflict or discrepancy between what is specified in paragraph numbered 4 above and the Original Communities Neighborhood Declaration or the First Amendment, paragraph numbered 4 above shall control and prevail.

6. **Amended Declaration.** All provisions of the Amended Neighborhood Declaration not hereby amended or revised shall remain unchanged and in full force and effect, in the event of a conflict between this Second Amendment and the Amended Neighborhood Declaration, the provisions of this Second Amendment shall control, and the Amended Neighborhood Declaration, as hereby amended and revised by this Second Amendment, shall remain in full force and effect.

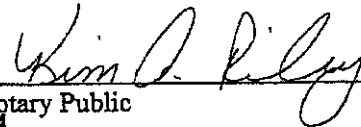
**Chatham Hills LLP, an Indiana limited liability partnership**

Henke Development Group, LLC, an Indiana limited liability company, general partner

By:   
Steven H. Henke, Managing Member

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Steven H. Henke, the Managing Member of Henke Development Group, LLC the general partner of Chatham Hills LLP, this 3rd day of February, 2017 and acknowledged the execution of the foregoing Second Amendment for and on behalf of said entity.

My Commission Expires: 

 **KIM A. RILEY, Notary Public** Notary Public  
My Commission Expires April 27, 2024  
Residing in \_\_\_\_\_  
County, Indiana \_\_\_\_\_  
County of Residence: Hamilton

Printed Name

This instrument prepared by and should be returned to: Charles D. Frankenberger, Nelson & Frankenberger, 550 Congressional Blvd., Suite 210, Carmel, IN 46032.

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



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**NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESCOTT PLACE AT THE CHATHAM HILLS**

THIS NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR THE PRESCOTT PLACE AT THE CHATHAM HILLS (the "Neighborhood Declaration"), is made by Chatham Hills LLP, and Indiana limited liability partnership.

**WITNESSETH:**

**WHEREAS**, Chatham Hills LLP, an Indiana limited liability partnership (the "Neighborhood Declarant") is the owner of certain real estate described in what is attached hereto and incorporated herein by reference as **Exhibit "A"** (the "Neighborhood Property");

**WHEREAS**, the Neighborhood Declarant is the developer of the Neighborhood Property; and

**WHEREAS**, the Neighborhood Declarant desires to impose certain protective covenants, conditions and restrictions on the Neighborhood Property;

**WHEREAS**, the Neighborhood Property is subject to the Master Declaration (defined below) pursuant to which the Master Association (defined below) has been established;

**WHEREAS**, this Neighborhood Declaration is intended to provide for the preservation and enhancement of property values, amenities and opportunities in the Neighborhood Property and contributing to the general health, safety and welfare of residents and for the maintenance of the Neighborhood Property; and

**NOW THEREFORE**, Master Declarant and the Neighborhood Declarant declare that the Neighborhood Property is and shall be owned used, and conveyed subject to the Master Declaration (defined below) and to the covenants, restrictions, easements, and conditions, and all other provisions of this Neighborhood Declaration as it may be amended from time to time, all of which shall run with the land and be binding on all parties having any right, title or interest in the Neighborhood Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. The Neighborhood Declarant reserves the right, in its sole discretion, to add or withdraw property from the submission to the Neighborhood Declaration, except that the Neighborhood Declarant shall not be permitted to withdraw any portion of the Neighborhood Property from the Neighborhood Declaration if such property has been conveyed to an Owner other than the Neighborhood Declarant.

**ARTICLE I**  
**DEFINITIONS**

All terms and words in this Neighborhood Declaration shall have the definitions and meanings (i) specified in the Master Declaration, as amended from time to time, provided that the term "Plot" and "Residence" as used throughout this Neighborhood Declaration shall mean only Plots and Residences located in the Neighborhood Property, and (ii) specified in what is attached hereto and incorporated herein by reference as Exhibit "B" or elsewhere in this Neighborhood Declaration.

**ARTICLE II**  
**CONTINUATION OF DEVELOPMENT**

The Neighborhood Property is being developed by the Neighborhood Declarant into Plots intended for the construction of Residences. The Owners recognize that other areas within the Neighborhood Property may be under development for an extended time. Incident to that development, the Owners acknowledge that the quiet enjoyment of the Neighborhood Property may be unavoidably interfered with to some extent by construction and sales operations. From time to time, Neighborhood Declarant and others have presented to the public certain renderings, plans, and models showing possible future development of the Neighborhood Property. The Neighborhood Declarant does not warrant in any way what is portrayed in these renderings, plans or models. They are primarily schematic and conceptual and in no way represent a final development plan for the Neighborhood Property.

**ARTICLE III**  
**NEIGHBORHOOD ASSOCIATION; NEIGHBORHOOD MEMBERSHIP; VOTING RIGHTS**

The administration and management of this Neighborhood shall be by Neighborhood Association for the specific purposes of carrying out the provisions of this Neighborhood Declaration, which shall perform their functions pursuant to the following:

**SECTION 3.01 DELEGATION OF MANAGEMENT**

The Neighborhood Association may contract with the Master Association or with a third party for the management and maintenance of the Neighborhood Common Areas and authorize a management agent to assist that Neighborhood Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Neighborhood Assessments, preparation of records, enforcement of rules, with funds made available by the Neighborhood Association for such purposes. The Neighborhood Association and its officers shall, however, retain at all times the powers and duties provided in the Neighborhood Founding Documents.

**SECTION 3.02 NEIGHBORHOOD MEMBERS**

Every Person or entity which is an Owner of legal title to any Plot per the records of the Recorder shall be a Class A Neighborhood Member; provided however, that no such Person or entity that holds such interest merely as a security for the performance of an obligation shall be deemed the Owner for purposes of determining Neighborhood Membership and use rights.

3.02.1 Suspension. No Class A Neighborhood Member may be expelled from Neighborhood Membership in the Neighborhood Association for any reason. The Neighborhood Board shall have the right to suspend the voting rights of a Class A Neighborhood Member for a period during which any Neighborhood Assessment or charge owed by the Neighborhood Member remains unpaid in excess of six (6) months.

3.02.2 Class A. Class A Neighborhood Members shall be all Owners of Plots in the Neighborhood Property, with the exception of the Class B Neighborhood Member. The Class A Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which Neighborhood Membership is based. Class A Neighborhood Membership as to a Plot shall become effective upon the recording with the Recorder of a Deed or other instrument evidencing legal title to the Plot vested in the Class A Neighborhood Member.

3.02.3 Class B. The Class B Neighborhood Member shall be the Neighborhood Declarant or any assignee, in whole or in part of the Neighborhood Declarant's development rights. The Class B Neighborhood Membership shall cease to exist at the Neighborhood Turnover Date, whereupon the Class A Neighborhood Member shall become a Class A Neighborhood Member as to all Plots owned by it. At all times prior to the termination of Class B Membership, the Class B Neighborhood Member shall have the same number of votes at any meeting in which votes are to be taken as are held by all Class A Neighborhood Members, plus five hundred (500).

**SECTION 3.03 VOTING INTERESTS**

The Class A Neighborhood Members of the Neighborhood Association are entitled to one (1) vote for each Plot owned by them. The total number of Class A votes shall not exceed the total number of Plots in the Neighborhood. The vote of a Plot is not divisible. If a Plot is owned by one natural Person, such owner's right to vote shall be established by the record title per the records of the Recorder. If a Plot is owned jointly by two or more Persons, that Plot's vote may be cast by anyone of the Owners per the records of the Recorder. If two or more Owners of a Plot do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose.

The Class B Neighborhood Membership shall cease to exist at the Neighborhood Turnover Date, whereupon the Neighborhood Declarant shall become a Class A Neighborhood Member as to all Plots owned by it. At all times prior to the termination of Class B Membership, the Class B Neighborhood Member shall have the same number of votes at any meeting in which votes are to be taken as are held by all Class A Neighborhood Members, plus five hundred (500).

#### **SECTION 3.04 NEIGHBORHOOD DECLARANT APPROVALS**

If the Neighborhood Declarant holds Plots, or the option to acquire additional Plots within Neighborhood for sale in the ordinary course of business, any action by the Neighborhood Association that would be detrimental to the sale of Plots or Residences by Neighborhood Declarant shall not be taken without the written approval of the Neighborhood Declarant. The determination as to what actions would be detrimental to sales shall be in the sole discretion of the Neighborhood Declarant.

#### **SECTION 3.05 TERMINATION OF NEIGHBORHOOD MEMBERSHIP**

The termination of a Class A Neighborhood Membership does not relieve or release any former Class A Neighborhood Member from liability or obligation incurred under or in anyway connected with the Neighborhood Association during the period of such Owner's Class A Neighborhood Membership, nor does it impair any rights or remedies which are in anyway connected with such ownership and Class A Neighborhood Membership and the covenants and obligations incident thereto.

#### **SECTION 3.06 NEIGHBORHOOD ASSOCIATION AS OWNER OF PLOTS**

The Neighborhood Association has the power to purchase Plots and Residences, and to acquire and hold, lease, mortgage, and convey them, subject to the approval of a Majority of the Neighborhood Board of Directors.

#### **SECTION 3.07 LIMITATIONS ON LIABILITY**

Notwithstanding the duty of the Neighborhood Association to maintain and repair any Neighborhood Common Area, the Neighborhood Association shall not be liable to Owners for property damage, caused by any latent condition of the property to be maintained and repaired by the Neighborhood Association, or caused by the Owners or other Persons.

#### **SECTION 3.08 NEIGHBORHOOD BOARD**

Except as otherwise provided herein or by law or by the Neighborhood Founding Documents, the Neighborhood Association shall act through its Neighborhood Board and its officers, and no vote of the Neighborhood Members shall be required. The officers and Neighborhood Directors of the Neighborhood Association have a fiduciary relationship to the Neighborhood Members. Until Neighborhood Turnover Date, the Neighborhood Declarant shall, from time to time and at any time, have the sole and exclusive right to appoint, substitute,

and replace all Neighborhood Directors. After the Neighborhood Turnover Date, Neighborhood Directors shall be elected by the Neighborhood Members in the manner specified in the Neighborhood Association's Articles of Incorporation and Bylaws.

#### **SECTION 3.09 POWERS AND DUTIES**

The powers and duties of the Neighborhood Association include those set forth in the Neighborhood Founding Documents and the obligations for which Neighborhood Assessments are collected under this Neighborhood Declaration.

#### **SECTION IV**

#### **NEIGHBORHOOD ASSOCIATION ASSESSMENT AND LIEN RIGHTS**

#### **SECTION 4.01 CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS**

Each Owner of a Plot or Residence (other than Neighborhood Declarant or a Designated Builder with respect to a Plot on which there exists a Residence in which the Designated Builder does not reside), by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Neighborhood Association the following:

- (i) Neighborhood Annual Assessments, Neighborhood Supplemental Assessments and Neighborhood Special Assessments, all as established and to be collected as hereafter set forth;
- (ii) Neighborhood Individual Assessments against any particular Plot or Residence, as established and hereafter set forth, including, but not limited to, fines as may be imposed against such Plot and/or Residence as hereafter set forth; and
- (iii) Any additional Assessments specified in a Supplemental Declaration.

#### **SECTION 4.02 NEIGHBORHOOD ANNUAL ASSESSMENTS**

4.02.1 Prior to Neighborhood Turnover Date. Prior to the Neighborhood Turnover Date, by a vote of a Majority of the Neighborhood Board, the Neighborhood Board shall (i) shall adopt an Neighborhood Annual Budget for the subsequent fiscal year, which shall provide for the allocation of annual expenses in such a manner that the obligations imposed by the Neighborhood Declaration are satisfied and met (the "Neighborhood Annual Budget") and (ii) fix the Neighborhood Annual Assessment for each assessment year of the Neighborhood Association at an amount sufficient to meet the annual obligations imposed by this Neighborhood Declaration upon the Neighborhood Association. The Neighborhood Board shall establish the date(s) the Neighborhood Annual Assessment shall become due, and the manner in which it shall be paid.

4.02.2 Neighborhood Common Expenses. The Neighborhood Common Expenses to be funded by the Neighborhood Annual Assessments may include, but shall not necessarily be limited to, the following:

- (i) management fees and expenses of administration, including legal and accounting fees;
- (ii) the cost of any policies of insurance purchased for the benefit of all the Owners and the Neighborhood Association as required or permitted by this Neighborhood Declaration, including fire, flood, and other hazard coverage, public liability coverage, directors and officers errors and omissions coverage and such other insurance coverage as the Neighborhood Board determines to be in the interests of the Neighborhood Association and the Owners;
- (iii) the expenses of maintenance, operation, and repair of the Neighborhood Common Areas and improvements located therein; and
- (iv) such other expenses as may be determined from time to time by the Neighborhood Board to be Neighborhood Common Expenses.
- (v) The total Neighborhood Annual Assessments shall be divided among the Plots and Residences as provided herein. The Owner of each Plot or Residence shall pay Neighborhood Annual Assessments which, beginning in 2015 and subject to increase as provided herein, shall be an amount not less than \$200.00 per year, unless otherwise determined by Neighborhood Declarant.

4.02.3 After the Neighborhood Turnover Date. After the Neighborhood Turnover Date, the Neighborhood Annual Budget shall reflect the estimated revenues and expenses for the budget year, and the estimated surplus or deficit as of the end of the current budget year. The Neighborhood Association shall provide each Owner with: (1) a copy of the proposed Neighborhood Annual Budget; or (2) written notice that a copy of the proposed Neighborhood Annual Budget is available upon request at no charge to the Owner. At the same time, the Neighborhood Association shall provide each Owner with a written notice of the amount of any increase or decrease in the Neighborhood Annual Assessment paid by the Owners that would occur if the proposed Neighborhood Annual Budget is approved. After all of the foregoing take place, the Neighborhood Association shall hold a meeting pursuant to the following subparagraph (i) and (ii):

- (i) After the Neighborhood Turnover Date, and subject to subparagraph (ii) below, the Neighborhood Annual Budget must be approved at a meeting of the Neighborhood Members by a Majority of the Neighborhood Members of the Neighborhood Association in attendance at a meeting called and conducted in accordance with the requirements of this Neighborhood Founding Documents. For purposes of this meeting, a Neighborhood

Member is considered to be in attendance at the meeting if the Neighborhood Member attends: (1) in Person; (2) by proxy; or (3) by any other means allowed under Indiana law or the Neighborhood Founding Documents.

(ii) If the number of Neighborhood Members in attendance at the meeting held under subparagraph (i) above does not constitute a quorum as defined in the Neighborhood Founding Documents, the Neighborhood Board may adopt an Neighborhood Annual Budget for the Neighborhood Association for the ensuing year in an amount that does not exceed one hundred ten percent (110%) of the amount of the last approved Neighborhood Annual Budget last approved by the Neighborhood Association.

4.02.4 Neighborhood Declarant and Designated Builder. Notwithstanding anything to the contrary in their Neighborhood Declaration, no Plot owned by Neighborhood Declarant or a Designated Builder, other than a Plot on which there exists a Residence in which the Designated Builder resides, shall be assessed for Neighborhood Annual Assessments.

#### **SECTION 4.03 NEIGHBORHOOD SUPPLEMENTAL ASSESSMENTS**

If the Neighborhood Board determines that the Neighborhood Annual Assessment, and any Neighborhood Supplemental Assessments, for the current year are, or will become, inadequate to meet all Neighborhood Common Expenses for any reason, it shall determine the approximate amount of such inadequacy and make a Neighborhood Supplementary Assessment against each Plot, specifying the date or dates when due. A Neighborhood Supplementary Assessment may be added to and paid with installments of the Neighborhood Annual Assessment, or be otherwise payable as determined by the Neighborhood Board. Notwithstanding anything to the contrary in this Neighborhood Declaration, no Plot owned by Neighborhood Declarant or a Designated Builder, other than a Plot on which there exists a Residence in which the Designated Builder resides, shall be assessed for Neighborhood Supplemental Assessments.

#### **SECTION 4.04 NEIGHBORHOOD SPECIAL ASSESSMENTS**

From time to time Neighborhood Common Expenses of an unusual or extraordinary nature or not otherwise contemplated may arise. At such times, in addition to the Neighborhood Annual Assessments authorized above, the Neighborhood Association, acting through its Neighborhood Board, may levy, in any Assessment year, Neighborhood Special Assessments, applicable to that year only, provided that such Neighborhood Special Assessment shall be approved (i) by Neighborhood Declarant until the Neighborhood Turnover Date, and (ii) by a Majority of the votes entitled to be cast at a meeting duly called for this purpose after the Neighborhood Turnover Date. The Neighborhood Board may make such Neighborhood Special Assessments payable in installments over a period which may, in the Neighborhood Board's discretion, extend in excess of the fiscal year in which adopted. Such Neighborhood Special Assessments are to be allocated among the Plots and Residences as provided with respect to

Neighborhood Annual Assessments. Notwithstanding anything to the contrary in this Neighborhood Declaration, no Plot owned by Neighborhood Declarant or a Designated Builder, other than a Plot on which there exists a Residence in which the Designated Builder resides, shall be assessed for Neighborhood Special Assessments.

#### **SECTION 4.05 UNIFORMITY OF NEIGHBORHOOD ASSESSMENTS**

Each owner of a Plot or Residence shall pay the same Neighborhood Annual Assessment, Neighborhood Supplemental Assessment, and Neighborhood Special Assessment; provided, however, that no Plot owned by Neighborhood Declarant or a Designated Builder, other than a Plot on which there exists a Residence in which the Designated Builder resides, shall be assessed for Neighborhood Annual Assessments, Neighborhood Supplemental Assessments, or Neighborhood Special Assessments.

#### **SECTION 4.06 NEIGHBORHOOD INDIVIDUAL ASSESSMENTS**

Any expenses of the Neighborhood Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests, or invitees of any Owner shall be specially assessed against such Owners and their respective Plots or Residences. The Neighborhood Individual Assessments provided for in this Section 4.06 shall be levied by the Neighborhood Board and the amount and due date of such Neighborhood Individual Assessment so levied by the Neighborhood Board shall be as specified by the Neighborhood Board.

#### **SECTION 4.07 RESERVES**

The Neighborhood Board may establish reserve accounts funded from Neighborhood Annual Assessments and/or Neighborhood Supplemental Assessments in reasonable amounts and in such categories as are determined by the Neighborhood Board for deferred maintenance, repair and replacement, and recurring periodic maintenance, or the initial cost of any new service to be performed by the Neighborhood Association. All amounts collected as a reserve shall be deposited or invested by the Neighborhood Board in separate accounts to be held in trust for the purposes for which such funds are collected, and shall not be commingled with any other funds of the Neighborhood Association. Such reserves shall be deemed a contribution to the capital account of the Neighborhood Association by the Class A Neighborhood Members.

#### **SECTION 4.08 COLLECTION AND COMMENCEMENT**

The Neighborhood Annual Assessment shall commence with respect to assessable Plots on the first day of the month following conveyance of the first Plot to an Owner who is not Neighborhood Declarant or a Designated Builder, other than a Plot on which there exists a Residence in which the Designated Builder resides. The initial Neighborhood Annual Assessment on any assessable Plot shall be adjusted according to the days remaining in the month in which the Plot became subject to Assessment. Only Plots for which the Neighborhood



Annual Assessment has commenced shall be subject to Neighborhood Supplemental Assessments and Neighborhood Special Assessments.

#### **SECTION 4.09 LIENS**

All sums assessed against any Plot or Residence pursuant to this Neighborhood Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Plot or Residence in favor of the Neighborhood Association. Such liens shall be superior to all other liens and encumbrances on such Plot or Residence except only for: (i) liens of real estate taxes, and (ii) liens for all sums unpaid on a first priority Institutional Mortgage or on any mortgage to Neighborhood Declarant, or its affiliates, successors, or assigns, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument. Notwithstanding the foregoing to the contrary, the subordination of Neighborhood Assessments and charges to the lien of such Institutional Mortgages shall only apply to such Neighborhood Assessments and charges that have become due and payable prior to acquisition of title at a foreclosure sale by deed in lieu of foreclosure. All other Persons acquiring liens or encumbrances on any Plot or Residence after this Neighborhood Declaration has been recorded with the Recorder shall be inferior to the liens for Neighborhood Assessments and charges as provided herein.

#### **SECTION 4.10 EFFECT OF NONPAYMENT; REMEDIES OF THE NEIGHBORHOOD ASSOCIATION**

Any Assessments or charge of an Owner or any portions thereof that are not paid when due shall be delinquent. Any Neighborhood Assessment or charge delinquent for a period of more than ten (10) days after Neighborhood the date when due shall incur a late charge in an amount as may be determined by the Neighborhood Board from time to time and shall also commence to accrue simple interest at the maximum interest rate allowed by the laws of the State of Indiana. A lien and equitable charge as herein proved for each Neighborhood Assessment or charge shall attach simultaneously as the same shall become due and payable, and if an Neighborhood Assessment or charge has not been paid within thirty (30) days, the entire unpaid balance of the Neighborhood Assessment or charge may be accelerated at the option of the Neighborhood Board and be declared due and payable in full. The continuing lien and equitable charge of such Neighborhood Assessment or charge shall include the late charge established by the Neighborhood Board, interest on the principal amount due at the maximum interest rate allowed by the laws of the State of Indiana. All costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the a Neighborhood Assessment or charge remains unpaid after sixty (60) days from the original due date, the Neighborhood Association may, as the Neighborhood Board shall determine, institute suit to collect such amounts and to foreclose its lien in the manner in which mortgages are foreclosed in the State of Indiana or as otherwise specified under the laws and statutes of the State of Indiana. The equitable charge and lien provided for in this Section 4.11 shall be in favor of the Neighborhood Association. Whenever

provisions in this Neighborhood Declaration, including, without limitation, provisions in this Article IV, provide for a lien for Neighborhood Assessments or otherwise, the Neighborhood Declarant and/or the Neighborhood Association may, in its sole discretion, cause a lien against the subject Plot to be recorded with the Recorder, which lien may then be foreclosed in the same manner as mortgages are foreclosed in the State of Indiana or as otherwise required by applicable statutes of the State of Indiana.

#### **SECTION 4.11 CERTIFICATE**

The treasurer, any assistant treasurer, or the manager of the Neighborhood Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time determined by the Neighborhood Board, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed by said treasurer, assistant treasurer, or manager setting forth whether the Neighborhood Assessments and charges for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any Neighborhood Assessments and charges stated therein to have been paid.

#### **SECTION 4.12 MASTER DECLARATION/ASSOCIATION ASSESSMENTS**

Per the terms and conditions specified in the Master Declaration, it is a requirement of the Master Declaration that the Owner of any Plot, by acceptance of a deed, shall also pay the Master Association Assessments and other charges set forth in the Master Declaration including, without limitation, all Master Assessments.

### **ARTICLE V**

#### **EASEMENTS AND CERTAIN BULK STANDARDS**

##### **SECTION 5.01 DRIVEWAY**

The Owner of each Plot shall have an easement ingress and egress over any portion of the Neighborhood Common Areas crossed by his driveway.

##### **SECTION 5.02 INGRESS AND EGRESS**

A non-exclusive easement is hereby declared, granted and reserved in favor of the Neighborhood Declarant, the Neighborhood Association, the Master Association and each Owner and occupant, their respective guests, tenants, licensees and invitees, for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, road right-of-ways, and other right-of-ways and other portions of the Neighborhood Common Areas as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the Neighborhood Common Areas as from time to time may

be paved or intended for such purposes, or for purposes of ingress and egress to the public ways. This easement shall also exist over any portion of a sidewalk which is part of a Plot and not part of a Neighborhood Common Area if such sidewalk is intended for use by pedestrian traffic.

#### **SECTION 5.03 MAINTENANCE EASEMENT**

An easement is hereby reserved to Neighborhood Declarant, and the Neighborhood Association and any Neighborhood Directors, and its respective officers, agents, employees and assigns, upon, across, over, in and under the Neighborhood Property as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Neighborhood Association is obligated or permitted to perform pursuant to the Neighborhood Documents, including the right to enter upon any Plot for the purpose of performing maintenance to the landscaping or the exterior of improvements to such Plot as may be permitted herein. Access for emergency repairs may be made at any time.

#### **SECTION 5.04 USE AND ENJOYMENT OF NEIGHBORHOOD COMMON AREAS**

There shall exist a nonexclusive easement for the use and enjoyment and for access over and to the Neighborhood Common Areas on behalf of Neighborhood Declarant, the Neighborhood Association, and Owners, their lessees, family Class A Neighborhood Members, guests and invitees; provided, however, an Owner's (and those who derive their rights through the Owner) easement to such use and enjoyment may be temporarily suspended by the Neighborhood Association upon written notice for a period not to exceed thirty (30) days for failure of an Owner, his lessee, or his family members, guests, or invitees to conform to the rules and regulations promulgated by the Neighborhood Association in regard to the use of the Neighborhood Common Areas.

### **ARTICLE VI** **MAINTENANCE AND IMPROVEMENTS**

#### **SECTION 6.01 MAINTENANCE OF NEIGHBORHOOD COMMON AREAS**

The maintenance of all Neighborhood Common Areas and all portions of all property not located on a Plot shall be the responsibility of the Neighborhood Association and each Class A Neighborhood Member shall be responsible for their pro rata share of the maintenance expense as part of their Neighborhood Assessments. Any damage to a Plot or Residence caused by work performed or ordered by the Neighborhood Association shall be promptly repaired by and at the expense of the Neighborhood Association, which shall restore the Plot or Residence as nearly as practical to its condition before the damage.

## **SECTION 6.02 INSPECTION AND MAINTENANCE GUIDELINES**

The Neighborhood Board may, in its discretion adopt, amend and revise inspection and maintenance guidelines for the periodic inspection and maintenance of the Neighborhood Common Area improvements.

## **SECTION 6.03 NEGLIGENCE-DAMAGE CAUSED BY OWNER**

Each Owner has a duty to maintain his Residence and Plot, except those items, if any, required to be maintained by the Neighborhood Association as provided herein, and Personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Residences, Neighborhood Common Area, Master Common Area or the property of other Owners and residents. An Owner shall be liable for any Personal injuries caused by his negligent acts or those of any members of his family, or his or their guests, employees, invitees, agents or lessees. Nothing herein contained however shall be construed so as to modify any waiver by insurance companies of rights of subrogation. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Residences, Neighborhood Common Area, or Master Common Area, the Owner of the offending Residence shall be liable to the Person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Residences involved is not occupied at the time the damage is discovered, the Neighborhood Association may enter the Residence without prior notice to the Owner and take reasonable actions to mitigate damage or prevent its spread.

## **ARTICLE VII INSURANCE MAINTAINED BY NEIGHBORHOOD ASSOCIATION**

### **SECTION 7.01 NEIGHBORHOOD ASSOCIATION INSURANCE**

7.01.1 Liability Insurance. The Neighborhood Association shall purchase and pay the costs of the policy or policies of insurance in the form generally known as Public Liability and/or owners policies insuring the Neighborhood Association against any and all claims and demands made by any Person or Persons whomsoever for injuries received in connection with the fulfillment by the Neighborhood Association of its obligations specified in the Neighborhood Declaration, or for any other risk insured against by such policies which the Neighborhood Association, in its sole discretion, determines to insure against. Each policy purchased by the Neighborhood Association shall have limited of not less than One Million Dollars (\$1,000,000.00) covering all claims for Personal injury and One Hundred Thousand Dollars (\$100,000.00) for property damage arising out of a single occurrence. The coverage of the liability insurance policies

purchased by the Neighborhood Association shall include protection against liability for property damage, bodily injuries and deaths of Persons in connection with the fulfillment by the Neighborhood Association of its obligations specified in the Neighborhood Declaration, legal liability arising out of law suits related to employment contracts of the Neighborhood Association, water damage liability, liability for non-owned and hired automobiles, liability for property of others. All such policies will name the Neighborhood Association as the insured under such policy or policies. The insurance purchased shall contain a "severability of interest endorsement," or equivalent coverage, which would preclude the insurer from (i) denying the claims or an Owner because of the negligent acts of either the Neighborhood Association, the Neighborhood Declarant or any other Owners or (ii) denying the claims of either the Neighborhood Declarant or the Neighborhood Association because of the negligent acts of an Owner.

7.01.2 Casualty Insurance. The Neighborhood Association shall purchase and pay the costs of a policy or policies of insurance to allow the Neighborhood Association to insure any improvements now located or which may hereafter be located, built or placed upon the Neighborhood Common Areas against loss or damage caused by or resulting from at least the following: Fire and other hazards covered by the standard extended coverage endorsement, sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and demolition, and such other risks as the Neighborhood Association shall determine are customarily covered with respect to developments similar to the Neighborhood in construction, location and use.

7.01.3 Fidelity Coverage. The Neighborhood Association shall purchase adequate (i) errors and omissions insurance protecting and insuring the Neighborhood Association and its Neighborhood Board and officers and against liability for negligence in the fulfillment of their obligations and duties, and (ii) fidelity coverage to protect against dishonest acts of the Neighborhood Board and the officers and employees of the Neighborhood Association and all others who handle and are responsible for handling funds of the Neighborhood Association, such coverage to be in the form of fidelity bonds which meet the following requirements unless one or more of such requirements are waived by the Neighborhood Board of Directors.

7.01.3.1 Such bonds shall name the Neighborhood Association as an obligee;

- 7.01.3.2 Such bonds shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual Neighborhood Association expense; and,
- 7.01.3.3 Such amounts shall contain waivers of any defense based upon the exclusion of Persons who serve without compensation from any definition of "employee" or similar expression.

**SECTION 7.02 NEIGHBORHOOD ASSOCIATION'S RIGHT OF ENTRY**

For the purpose of performing the duties authorized by the Neighborhood Founding Documents, the Neighborhood Association and/or the Master Association, through its duly authorized agents and employees, shall have an irrevocable right of access to Residences during reasonable hours, when necessary for the maintenance, repair or replacement of any Neighborhood Common Areas or as may be necessary to prevent damage to the Neighborhood Common Areas or to a Residence.

**ARTICLE VIII  
GENERAL COVENANTS AND RESTRICTIONS**

**SECTION 8.01 APPEARANCE AND REFUSE DISPOSAL**

During construction of a Residence or other improvement, each Plot shall be maintained in a clean condition. After closing of title, each Owner shall be required to have mandatory trash pick-up and shall keep such Owner's Plot free and clear of trash and debris and shall reasonably maintain such Owner's Residence. No Plot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers suitably screened from the street and adjacent Plots. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage incinerators shall be permitted.

**SECTION 8.02 MAINTENANCE**

The Neighborhood Association shall have the right to repair any structure or Improvement on any Plot which constitutes a danger or nuisance or is in unsightly disrepair, provided that the Owner of the Plot is given no less than five (5) days notice of the Neighborhood Association's intent to do so. Such notice shall reasonably specify the proposed action. The Neighborhood Association shall charge the expense of same against the Owner of

said Plot, which charge shall be a lien on the Plot which may be enforced in the same manner as liens for Neighborhood Assessments under Article IV above.

**SECTION 8.03 SIDEWALKS**

It shall be the Owner's responsibility to repair and replace any damage occurring to the sidewalks as a result of any construction on the Owner's Plot.

**ARTICLE IX  
ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS**

The Neighborhood Declaration may be enforced by the Neighborhood Declarant, the Neighborhood Association, the Master Declarant, the Master Association, or any Owner. Every Owner shall at all times comply with all the covenants, conditions and restrictions of the Neighborhood Founding Documents. Violations of the Neighborhood Founding Documents should be reported immediately in writing to a Neighborhood Director.

**ARTICLE X  
MASTER DECLARATION OF NEIGHBORHOOD ASSOCIATION**

**SECTION 10.01 MASTER DECLARATION**

The Neighborhood is subject, in all respects, to the Master Declaration. This Neighborhood Declaration is in addition and supplemental to the Master Declaration.

**SECTION 10.02 MEMBERSHIP MASTER ASSOCIATION**

By taking title to a Plot, the Owner becomes a Regular Member of the Master Association and subject to the terms and conditions of the Master Declaration, as it may be amended from time to time.

**SECTION 10.03 MASTER ASSOCIATION ASSESSMENTS**

Per the terms and conditions specified in the Master Declaration, it is a requirement of the Master Declaration that the Owner of any Plot, by acceptance of a deed, shall pay the Master Assessments and other charges set forth in the Master Declaration including, without limitation, the Master Regular Assessment, any Master Supplemental and/or Master Special Assessment, any Master Individual Assessment, and the Social Membership Assessment.

**SECTION 10.04 MEMBERSHIP IN MASTER ASSOCIATION AND VOTING RIGHTS**

In accordance with the provisions of the Master Founding Documents, all Owners are automatically and irrevocably Regular Members of the Master Association.

**SECTION 10.05 NOTICE TO MASTER ASSOCIATION**

Copies of all amendments to this Neighborhood Declaration, the Articles of Incorporation and Bylaws of the Neighborhood Association shall be forwarded to the Master Association no later than fifteen (15) days after recording with the Recorder. The Neighborhood Association shall also provide a current list of the names and mailing address of all Owners within fifteen (15) days after receiving a written request for same from the Master Association.

**ARTICLE XI  
NEIGHBORHOOD DECLARANT'S RIGHTS**

So long as the Neighborhood Declarant holds any Plots in the Neighborhood for sale in the ordinary course of business, the following shall apply, notwithstanding any other provisions to the contrary:

**SECTION 11.01 AMENDMENT OF NEIGHBORHOOD DECLARATION**

The Neighborhood Declarant may unilaterally amend this Neighborhood Declaration per the terms of Section 14.02 below.

**SECTION 11.02 NON-ENFORCEMENT OF COVENANTS**

The Neighborhood Declarant shall have no liability with regard to the enforcement or non-enforcement of the covenants, conditions and restrictions in the Neighborhood Documents.

**SECTION 11.03 EASEMENTS**

The Neighborhood Declarant shall have the right to create any and all easements over, across and through the Neighborhood Property as may be necessary or convenient to the development process.



**ARTICLE XII**  
**NEIGHBORHOOD TURNOVER DATE**

**SECTION 12.01 TIME OF NEIGHBORHOOD TURNOVER**

Unless Neighborhood Turnover of control of the Neighborhood Association occurs at an earlier time as explicitly elected in writing by the Neighborhood Declarant in the Neighborhood Declarant's sole discretion, the date on which Neighborhood Turnover of control of the Neighborhood Association shall occur is the date of the last to occur of the following (the "Neighborhood Turnover Date"):

- 12.01.1 The conveyance by Neighborhood Declarant of a total of one hundred percent (100%) of the Plots and Neighborhood Common Areas within the Neighborhood Property; and
- 12.01.2 Twenty (20) years from the date hereof; and
- 12.01.3 When Neighborhood Declarant, in its sole discretion, shall determine that the development of the Neighborhood has been completed.

At the Neighborhood Turnover Meeting, the Class "A" Neighborhood Members shall elect a Neighborhood Board of Directors and the Neighborhood Directors appointed by the Neighborhood Declarant shall resign.

**SECTION 12.02 PROCEDURE FOR CALLING NEIGHBORHOOD TURNOVER MEETING**

No more than forty-five (45) days and no less than thirty (30) days prior to the Neighborhood Turnover Meeting, the Neighborhood Association shall notify in writing all Class "A" Neighborhood Members of the date, time and place of the Neighborhood Turnover Meeting.

**SECTION 12.03 EARLY NEIGHBORHOOD TURNOVER**

The Neighborhood Declarant may turn over control of an Neighborhood Association to Owners other than the Neighborhood Declarant prior to the Neighborhood Turnover Date set forth above by both (i) recording with the Recorder a written instrument by which the Neighborhood Declarant expressly turns over control of an Neighborhood Association to Owners other than the Neighborhood Declarant and (ii) causing all of its appointed Neighborhood Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Neighborhood Declarant to elect Neighborhood Directors and assume control of the Neighborhood Association. The Neighborhood Declarant shall not be liable in any manner in

connection with such resignations, even if Owners other than the Neighborhood Declarant refuse or fail to assume control.

#### **SECTION 12.04 CONVEYANCE TO NEIGHBORHOOD ASSOCIATION**

Neighborhood Declarant agrees that it shall convey to the Neighborhood Association the Neighborhood Common Areas together with the improvements located thereon upon or before the "Conveyance Date", which shall be on or before sixty (60) days after Neighborhood Turnover. Such conveyances to the Neighborhood Association described herein shall be by Quit Claim Deed. The Neighborhood Association shall be obligated to accept all conveyances of any property within the Neighborhood Property from the Neighborhood Declarant. The Neighborhood Association shall have the right and power to convey Neighborhood Association property and/or easements therein to any grantee for consideration or no consideration.

#### **SECTION 12.05 PROFESSIONAL MANAGEMENT**

At any time prior to the occurrence of the Neighborhood Turnover Date, the Neighborhood Declarant, in the Neighborhood Declarant's sole discretion, may require that the Neighborhood Association continuously employ a professional management company, possessing experience and experienced in the management of home owners associations, to assist the Neighborhood Board in the management and administration of the Neighborhood Association. The cost of such professional assistance shall immediately and automatically be added to the Neighborhood Annual Assessment as a Neighborhood Common Expense. If the Neighborhood Declarant so elects, such professional management shall continue without interruption after the Neighborhood Turnover Date at all times during the existence of the Neighborhood Association.

### **ARTICLE XIII OPTIONAL PLOT SERVICES**

#### **SECTION 13.01 OPTIONAL PLOT SERVICES; BEFORE AND AFTER THE TURNOVER DATE**

Prior to the Turnover Date, and in recognition of the fact that many people want to avoid yard work and other Plot maintenance responsibilities, the Neighborhood Association shall offer each Owner the option of having the Neighborhood Association perform services that are described in section 11.2 below, unless the Neighborhood Board of Directors, unilaterally and in its sole discretion, deems it no longer in the Neighborhood Association's best interests to provide all or some of such services; however, the Neighborhood Board can later renew the provision of some or all of the Optional Plot Services (defined below). After the Turnover Date, the Neighborhood Association shall continue to offer such series, unless the Neighborhood Board of Directors deems it no longer in the Neighborhood Association's best interests to provide all or some of such services, and the Neighborhood Board's decision is approved by a Majority vote of

the Owners at an annual or special meeting duly called at which a regular Quorum is present in person or by proxy. In that event, the Neighborhood Board shall suspend or cancel the provision of one or more of the Optional Plot Services (defined herein); however, in like manner and following the same procedure, the Neighborhood Association can later renew the provision of some or all of the Optional Plot Services described below.

### SECTION 13.02 OPTIONAL PLOT SERVICES

For any Owner who elects, in writing, to receive optional Plot services and whose election is accepted by the Neighborhood Board of Directors, the Neighborhood Association shall arrange for the following services (hereafter, "Optional Plot Services"):

- (a) Lawn Care. The Neighborhood Association shall be responsible for mowing the applicable Owner's Plot on an approximately weekly basis, which mowing service will include trimming around obstacles, power edging of driveways, walks and curbs, and cleaning walks and streets of grass clippings and debris. The mowing season generally will commence in April or May and shall generally end in October or November of each year; provided, however, that these time frames, as well as the frequency of mowings, are subject to such change as the Neighborhood Board of Directors shall deem appropriate, in the light of the weather conditions and seasonal changes for a particular mowing season. Lawns shall be mowed to an approximate height of three to three and one-half inches (3"-3 ½"), taking into consideration the recommendations of the lawn mowing provider. The Neighborhood Association will provide pre- and post-emergent weed and grass control for mulch beds, to include weeding of mulch beds. The Neighborhood Association will, in addition, provide broadleaf weed control to turf areas, turf fertilization, and insect control. Also, the Neighborhood Association will provide mulch annually.
- (b) Leaf Removal. The Neighborhood Association shall be responsible for the removal of leaves and other trimmings from the applicable Owner's Plot.
- (c) Snow Removal. For snow falls of three inches (3") of greater, the Neighborhood Association will remove snow from the driveways and sidewalks leading from the driveway on a Plot to the Front door of the Dwelling Unit on such Plot.

Prior to the Turnover Date, the Neighborhood Association shall contract with vendors and service providers for the Optional Plot Services on an annual basis commencing January 1<sup>st</sup>, which contract shall be for a twelve (12) month period of time. However, when the first Owner of a Plot takes title from the Declarant or a Designated Builder and that Owner elects to receive the Optional Plot Services, the Neighborhood Association may contract with the vendors and service providers on a basis through the end of that calendar year.

### SECTION 13.03 PLOT MAINTENANCE ASSESSMENT

- A. Any owner who requests the Optional Plot services described above in Section 13.02 shall covenant and agree to pay to the Neighborhood Association an additional

assessment that will be referred to as a Plot Maintenance Assessment. The Plot Maintenance Assessment will be in addition to the Neighborhood Annual Assessment and the other Neighborhood Assessments described in Article IV. The Neighborhood Board of Directors shall determine the amount of each Owner's Plot Maintenance Assessment by taking into consideration the size of the Owner's Plot, whether any portions will be inaccessible because of fencing or other obstructions, the amount of turf, trees and shrubs, the square footage of driveways and sidewalks, and any other factors that the Neighborhood Board deems relevant. Thus, the Neighborhood Board shall levy the Plot Maintenance Assessment on a Plot by Plot basis.

Recognizing that the extent and frequency of Optional Plot Services will vary due to things like the weather, the Neighborhood Board of Directors shall have the right to increase or decrease the Plot Maintenance Assessment that is then in effect without a vote of the Owners, subject to further rules or procedures adopted by the Neighborhood Board.

#### **SECTION 13.04 YEARLY ELECTION**

Each request by an Owner for the provision of Optional Plot Services shall be on an annual basis. Upon receipt of an Owner's request for the provision of the Optional Plot Services, the Neighborhood Board shall calculate the amount of the ensuing year's Plot Maintenance Assessment for that Owner's Plot and shall provide the same to the Owner. The Owner must acknowledge the amount of the Plot Maintenance Assessment on a form prescribed by the Neighborhood Board and return it to the Neighborhood Association's secretary. Upon receipt, a member of the Neighborhood Board or the Neighborhood Association's secretary shall sign the form and return a copy to the Owner signifying the Neighborhood Association's acceptance or rejection of the Owner's request.

#### **SECTION 13.05 MANNER OF PAYMENT**

The Neighborhood Board of Directors shall determine the manner of payment of the Plot Maintenance Assessment, whether in one or more installments.

#### **SECTION 13.06 CONTINUATION AND PRORATION UPON CONVEYANCE OF A PLOT**

When a Plot is conveyed to a new Owner, whether from the Declarant or a subsequent Owner, if the prior Owner opted for the Optional Plot Services, the new Owner shall be deemed to have consented to the continuation of those services for the remainder of the year in which the conveyance occurred. Thus, the new Owner will be responsible for the remainder of the Plot Maintenance Assessment for that time, and cannot cancel the provision of the Optional Plot Services.

Also, the Neighborhood Board of Directors shall have discretion in prorating the Plot Maintenance Assessment, depending upon the time of the year when an Owner takes title to a Plot. For example, if an Owner closes in June as opposed to February, the Neighborhood is in the middle of the grass cutting season. The Neighborhood Board of Directors can take into the

account the month of the closing and the balance of services to be provided during the remainder of the Owner's first calendar year of residency. Then, in January of the next year, the Neighborhood Association can put that Owner on an even 12 month payment plan for the Plot Maintenance Assessment.

#### **SECTION 13.0.7 OWNER IS RESPONSIBLE**

The Neighborhood Board of Directors may, in its sole discretion, unilaterally suspend or cease the Optional Plot Services provided to an Owner's Plot. If the Neighborhood Association so suspends or ceases the Optional Plot Services provided to an Owner's Plot, for non-payment or for any other reason, that Owner shall immediately be responsible to maintain his or her Plot to satisfy all requirements set forth in this Neighborhood Declaration.

### **ARTICLE XIV**

#### **DURATION OF COVENANTS AND AMENDMENT OF DECLARATION**

#### **SECTION 14.01 DURATION OF COVENANTS**

The covenants, reservations, restrictions, and other provisions of this Neighborhood Declaration shall run with and bind the Property and shall inure to the benefit of the Neighborhood Declarant or any Owner subject to this Neighborhood Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term of seventy five (75) years from this date this Neighborhood Declaration is recorded with the Recorder. Upon the expiration of such initial period, this Neighborhood Declaration shall automatically be extended for successive periods of ten (10) years. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Neighborhood Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Neighborhood Declaration if during the last renewal period, three-fourths (3/4) the votes cast at a duly held meeting Neighborhood Members vote in favor of terminating this Neighborhood Declaration at the end of its current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Neighborhood Members vote to terminate this Neighborhood Declaration, the president and secretary of the Neighborhood Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Neighborhood Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate must be signed by all votes cast against such resolution. Said certificate must be signed by all Institutional Mortgages in existence one (1) years prior to the termination of such term or extension agreeing to terminate this Neighborhood Declaration. Said certificate shall be recorded with the Recorder and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Neighborhood

Declaration, upon which event this Neighborhood Declaration shall be terminated upon the expiration of the original term or the ten (10) year extension during which such instrument of termination was recorded.

#### **SECTION 14.02 AMENDMENT**

Until Neighborhood Turnover Date, the Neighborhood Declarant, reserves the exclusive and unilateral right, in its sole discretion and without notice to or the consent of any Person including, without limitation, the Class A Members, to make amendments and modifications to this Neighborhood Declaration or other Neighborhood Founding Documents, by written instruments recorded with the Recorder, which amendments may include, without limitation, modifications, amendments, and additions to and deletions from the covenants, conditions, restrictions and other provisions of this Neighborhood Declaration. This unilateral and exclusive right of the Master Declarant further specifically includes the right to amend this Neighborhood Declaration to bring additional property and Plots within the Properties, to withdraw property previously submitted to this Neighborhood Declaration, and to change the size or dimension of any Plot without the approval of any Owner or mortgagee so long as that Plot has not been conveyed to an Owner other than the Neighborhood Declarant. After the Neighborhood Turnover Date, This Neighborhood Declaration may be amended at any time by concurrence of two-thirds (2/3) of the voting interests present in Person or by proxy and voting at any annual or special meeting called for the purpose; provided, however, that to be effective any such amendment must be approved, in writing, by the Master Declarant, if any, and the full text of any proposed amendments shall be included in the notice of such Annual or Special Meeting and no amendment shall be effective which is in contravention of the duties, responsibilities or obligations of the Neighborhood Association or Neighborhood Members as provided in this Neighborhood Declaration. No Amendment shall change the Owner's share of liability for Neighborhood Assessments or voting rights unless the Owner consents to the amendment.

#### **SECTION 14.03 CERTIFICATE AND RECORDING**

A copy of each amendment to this Neighborhood Declaration shall be recorded with the Recorder. The amendment shall be effective when recorded with the Recorder; however, with respect to amendments made after the Neighborhood Turnover Date, the amendment shall not be recorded the Recorder until thirty (30) days after a copy of the amendment was mailed to the Neighborhood Declarant, unless such thirty (30) day period is waived in writing by Neighborhood Declarant.

#### **SECTION 14.04 EXCEPTIONS**

Wherever in this Neighborhood Declaration the consent, approval, or affirmative vote of more than two-thirds (2/3) of the voting interest is required in order to authorize or take a

particular action, the language requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to authorize or take the action.

**SECTION 14.05 AMENDMENT OF PROVISION RELATING TO NEIGHBORHOOD DECLARANT**

As long as the Neighborhood Declarant holds any Plot for sale in the ordinary course of business or any part of the Neighborhood Property, no amendment shall have the effect of changing any provision relating specifically to the Neighborhood Declarant without the Neighborhood Declarant's written consent. Further, no amendment shall be adopted which shall materially impair or prejudice the rights or priorities of Neighborhood Declarant without the prior written consent of the Neighborhood Declarant.

**SECTION 14.06 MINOR OR TECHNICAL DEFECT**

Whenever it shall appear to the Neighborhood Association that there is a technical or minor defect, error or omission in the Declaration, the Neighborhood Association, through its Neighborhood Board of Directors, may amend the Declaration in accordance with this Section 14.07. The amendment shall become effective upon the recording of a certificate of amendment with the Recorder.

**SECTION 14.07 SUPPLEMENTAL DECLARATION**

Notwithstanding anything contained in this Neighborhood Declaration, the Neighborhood Declarant, in its sole discretion without the consent of any Owners or the Neighborhood Association may execute and record with the Recorder a Supplemental Declaration to this Neighborhood Declaration declaring additional land within the Neighborhood Property to be subject to all of the terms, conditions, rights and obligations of Owners of Plots or Residences on the Neighborhood Property already committed to this Neighborhood Declaration.

**ARTICLE XV  
GENERAL PROVISIONS:**

**SECTION 15.01 WAIVER**

Any waiver by Neighborhood Declarant of any provisions of this Neighborhood Declaration of breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

#### **SECTION 15.02 SEVERABILITY**

In the event that anyone of the provisions of this Neighborhood Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof which shall remain in full force and effect. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Neighborhood Declaration or a reduction in the term of the same by reason of the rule of law known as the "rule against perpetuities" shall in no way affect any other provision hereof, which shall remain in full force and effect for such period of time as may be permitted by law.

#### **SECTION 15.03 HEADINGS**

The headings of any sections herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

#### **SECTION 15.04 NOTICES**

Any notices or other communications required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner at the last known address of the Person whose name appears as the Owner on the records of the Neighborhood Association at the time of such mailing; (ii) the Neighborhood Association at 20298 Tomlinson Road, Westfield, IN 46074, or such other address as the Neighborhood Association shall hereafter notify Neighborhood Declarant and all Owners of in writing; and, (iii) Neighborhood Declarant at 20298 Tomlinson Road, Westfield, IN 46074, or such other address or addresses as Neighborhood Declarant shall hereafter notify the Neighborhood Association of in writing. Any notice to the Neighborhood Association of a change in Neighborhood Declarant's address shall be deemed notice to the Owners.

#### **SECTION 15.05 CONTEXT**

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereto and vice versa.

#### **SECTION 15.06 MANAGEMENT**

The Neighborhood Association, pursuant to a resolution duly adopted by its Neighborhood Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Neighborhood Board from time to time.



**SECTION 15.07 WITHDRAWAL**

The Neighborhood Declarant reserves the unilateral right in its sole discretion to amend this Neighborhood Declaration for the purpose of removing any portion of the Neighborhood Property, which has not yet been improved with Residences, from the coverage of this Neighborhood Declaration. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Neighborhood Declarant.

**SECTION 15.08 ATTORNEY'S FEES**

Any provision herein for the collection or recovery of attorney's fees shall be deemed to include, but not be limited to, the collection of court costs and attorney's fees for the attorney's services at all trial and appellate levels and during post judgment proceedings and, unless the context clearly indicates a contrary intention, shall include the recovery of such fees and costs whether or not suit is instituted.

**SECTION 15.09 INTERPRETATION**

In the event of a conflict between the provisions of this Neighborhood Declaration and the Neighborhood Association, the provisions of this Neighborhood Declaration shall control. In the event of a conflict between this Neighborhood Declaration and the Master Declaration, the Master Declaration shall control.

**SECTION 15.10 EXECUTION**

This Neighborhood Declaration is executed below by Chatham Hills LLP (i) as the Neighborhood Declarant and (ii) for the sole purpose of evidencing the consent by the Master Declarant to this Neighborhood Declaration, as the Master Declarant.

(signature page follows)

**Chatham Hills LLP, an Indiana limited liability partnership**

Henke Development Group, LLC, an Indiana limited liability company, general partner

By: *Steven H. Henke*  
Steven H. Henke, member

Date: April 9, 2015

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, Personally appeared Steven H. Henke, a member of Henke Development Group, LLC the general partner of Chatham Hills LLP, this 9<sup>th</sup> day of April, 2015 and acknowledged the execution of the foregoing Neighborhood Declaration for and on behalf of said entity.

My Commission Expires:  
9/18/2021

Residing in HAMILTON  
County, Indiana

*Jilenna L Cloys*  
Notary Public

Jilenna L Cloys  
Printed Name



This instrument prepared by and return to Charles D. Frankenberger, Nelson & Frankenberger, 3105 East 98<sup>th</sup> Street, Suite 170, Indianapolis, IN 46280.

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

**EXHIBIT "A"**

Part of the Northwest and Southwest Quarters of Section 24, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Northwest Quarter; thence South 88 degrees 24 minutes 54 seconds West 308.80 feet along the south line of said Northwest Quarter (the basis of bearings is the Indiana State Plane Coordinate System, East Zone) to the POINT OF BEGINNING; thence South 02 degrees 30 minutes 29 seconds East 8.32 feet; thence South 05 degrees 47 minutes 26 seconds East 75.36 feet; thence South 04 degrees 14 minutes 37 seconds West 75.22 feet; thence South 03 degrees 01 minute 43 seconds West 75.12 feet; thence South 05 degrees 37 minutes 54 seconds West 75.39 feet; thence South 08 degrees 04 minutes 18 seconds West 65.68 feet; thence South 09 degrees 50 minutes 25 seconds East 65.94 feet; thence South 18 degrees 34 minutes 51 seconds West 133.45 feet; thence South 62 degrees 36 minutes 19 seconds West 142.38 feet; thence North 71 degrees 52 minutes 14 seconds West 142.38 feet; thence North 28 degrees 47 minutes 11 seconds West 127.81 feet; thence North 04 degrees 42 minutes 09 seconds East 83.82 feet; thence North 29 degrees 35 minutes 07 seconds East 74.73 feet; thence North 09 degrees 08 minutes 16 seconds East 65.83 feet; thence North 05 degrees 06 minutes 46 seconds East 65.26 feet; thence North 02 degrees 20 minutes 02 seconds East 65.05 feet; thence North 00 degrees 26 minutes 22 seconds West 65.00 feet; thence North 02 degrees 25 minutes 27 seconds West 65.06 feet; thence North 21 degrees 49 minutes 50 seconds West 70.03 feet; thence North 19 degrees 19 minutes 57 seconds West 68.89 feet; thence North 01 degree 49 minutes 47 seconds East 65.03 feet; thence North 47 degrees 31 minutes 35 seconds East 96.22 feet; thence continuing North 47 degrees 31 minutes 35 seconds East 96.22 feet; thence South 89 degrees 58 minutes 36 seconds East 140.00 feet; thence northeasterly 151.92 feet along a curve to the left having a radius of 373.50 feet and subtended by a long chord having a bearing of North 22 degrees 53 minutes 57 seconds East and a length of 150.88 feet; thence northerly 19.77 feet along a curve to the left having a radius of 47.00 feet and subtended by a long chord having a bearing of North 00 degrees 48 minutes 07 seconds West and a length of 19.62 feet; thence North 12 degrees 51 minutes 00 seconds West 36.25 feet; thence northerly 10.41 feet along a curve to the right having a radius of 43.00 feet and subtended by a long chord having a bearing of North 05 degrees 54 minutes 48 seconds West and a length of 10.39 feet; thence North 00 degrees 06 minutes 15 seconds East 101.81 feet; thence northerly 1.00 foot along a curve to the left having a radius of 19.45 feet and subtended by a long chord having a bearing of North 01 degree 22 minutes 08 seconds West and a length of 1.00 foot thence North 89 degrees 31 minutes 25 seconds East 106.02 feet; thence southwesterly 32.19 feet along a curve to the left having a radius of 20.00 feet and subtended by a long chord having a bearing of South 43 degrees 59 minutes 54 seconds West and a length of 28.83 feet; thence South 00 degrees 04 minutes 30 seconds West 74.90 feet; thence southerly 8.72 feet along a curve to the right having a radius of 443.00 feet and subtended by a long chord having a bearing of South 00 degrees 37 minutes 40 seconds West and a length of 8.72 feet; thence southerly 15.82 feet along

**EXHIBIT "A" continued**

a curve to the right having a radius of 43.00 feet and subtended by a long chord having a bearing of South 11 degrees 43 minutes 51 seconds West and a length of 15.73 feet; thence South 22 degrees 16 minutes 12 seconds West 45.80 feet; thence southerly 9.80 feet along a curve to the left having a radius of 47.00 feet and subtended by a long chord having a bearing of South 16 degrees 17 minutes 38 seconds West and a length of 9.79 feet; thence southerly 130.87 feet along a reverse curve to the right having a radius of 426.50 feet and subtended by a long chord having a bearing of South 19 degrees 06 minutes 31 seconds West and a length of 130.36 feet; thence North 89 degrees 49 minutes 57 seconds East 112.65 feet; thence South 00 degrees 10 minutes 03 seconds East 65.00 feet; thence South 32 degrees 11 minutes 52 seconds West 76.95 feet; thence South 34 degrees 55 minutes 50 seconds West 79.45 feet; thence South 15 degrees 14 minutes 51 seconds West 77.80 feet; thence South 02 degrees 30 minutes 29 seconds East 66.75 feet to the POINT OF BEGINNING. Containing 7.675 acres, more or less.

**EXHIBIT "B"**

**"FAUX GATES"** shall means gates which do not function and which exist on Shared Drives, Private Streets, Private Roads or Public Streets.

**"FUNCTIONING GATES"** means functioning gates located on Private Streets, Private Roads and Shared Drives, only.

**"MASTER DECLARATION"** means the Master Declaration of General Protective Covenants, Conditions and Restrictions of the Chatham Hills recorded with the Recorder of Hamilton County, Indiana on the 10<sup>th</sup> day of April as instrument number 2015016751.

**"NEIGHBORHOOD"** means comprising the Neighborhood Property more particularly described on Exhibit "A", which is committed by this Neighborhood Declaration to the provisions hereof and any additional real estate which may hereafter be declared to be subject to this Neighborhood Declaration and all improvements made to such land, including Residences, Neighborhood Common Areas, if any, and Plots.

**"NEIGHBORHOOD ASSESSMENT" OR "NEIGHBORHOOD ASSESSMENTS"** means those charges made by the Master Association against a particular Owner and his Plot in accordance with this Master Declaration and secured by a lien against such Plot. Assessments are further described and defined in Article IV above and include, without limitation:

- A. "Neighborhood Annual Assessment" means the assessment described in Section 4.02 above.
- B. "Neighborhood Supplemental Assessment" means the assessment described in Section 4.03 above.
- C. "Neighborhood Special Assessment" means the assessment described in Section 4.04 above.
- D. "Neighborhood Onetime Assessment" means the assessment described in Section 4.07 above.
- E. "Neighborhood Individual Assessment" means the assessment described in Section 4.06 above.

**"NEIGHBORHOOD ASSOCIATION"** means The Prescott Place at the Chatham Hills Neighborhood Association, Inc. an Indiana not for profit corporation, its successor and assigns, as defined in the Neighborhood Declaration.

**"NEIGHBORHOOD BOARD" and "NEIGHBORHOOD BOARD OF DIRECTORS"** means the Board of Directors of the Neighborhood Association.

**“NEIGHBORHOOD COMMON EXPENSES”** means all expenses incurred to fulfill the obligations of the Neighborhood Association per the terms of this Neighborhood Declaration including, without limitation, the Neighborhood Common Expenses set forth in Section 4.2.2 above.

**“NEIGHBORHOOD DECLARANT”** means CHATHAM HILLS LLP, and Indiana limited liability partnership, presently having its principal place of business in Hamilton County, Indiana, and its successors or assigns. Provided, however, that an Owner shall not, solely by the purchase of a Residence, be deemed a successor or assign of Neighborhood Declarant or of the rights of the Neighborhood Declarant under this Neighborhood Declaration unless such Owner is specifically so designated as a successor or assignee of such rights in the respective instrument of conveyance or any other instrument executed by the Neighborhood Declarant. With respect to all or part of the Neighborhood Property, the Neighborhood Declarant shall have the right to expressly designate, in writing, any other party or entity as a successor Neighborhood Declarant, and if such designation occurs, the designated party or entity shall succeed to all of the Neighborhood Declarant’s rights and powers as set forth in the Neighborhood Founding Documents.

**“NEIGHBORHOOD DECLARATION”** means this Neighborhood Declaration of Covenants, Conditions and Restrictions for The Prescott Place at Chatham Hills, as it may be amended from time to time.

**“NEIGHBORHOOD DIRECTOR(S)”** means the members, collectively, or a member, singularly, of the Neighborhood Board of Directors.

**“NEIGHBORHOOD FOUNDING DOCUMENTS”** means this Neighborhood Declaration and all exhibits hereto, as the same may be amended from time to time, together with the Articles, Minutes, Bylaws, and Rules and Regulations of the Neighborhood Association.

**“NEIGHBORHOOD MEMBER”** means Persons who are members of the Neighborhood Association, comprising all Class A Neighborhood Members and the Class B Neighborhood Member, as provided in this Neighborhood Declaration, and the Articles of Incorporation and Bylaws of the Neighborhood Association.

**“NEIGHBORHOOD RULES AND REGULATIONS”** means the administrative rules and regulations governing procedures for administering the Neighborhood Association and the Properties as adopted by resolution of the Neighborhood Board of Directors.

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**NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE  
CHATHAM CREEK COMMUNITIES AT CHATHAM HILLS**

THIS NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR THE CHATHAM CREEK COMMUNITIES AT CHATHAM HILLS (the "Neighborhood Declaration"), is made by Chatham Hills LLP, and Indiana limited liability partnership.

**WITNESSETH:**

**WHEREAS**, Chatham Hills LLP, an Indiana limited liability partnership (the "Neighborhood Declarant") is the owner of certain real estate described in what is attached hereto and incorporated herein by reference as **Exhibit "A"** (the "Neighborhood Property");

**WHEREAS**, the Neighborhood Declarant is the developer of the Neighborhood Property; and

**WHEREAS**, the Neighborhood Declarant desires to impose certain protective covenants, conditions and restrictions on the Neighborhood Property;

**WHEREAS**, the Neighborhood Property is subject to the Master Declaration (defined below) pursuant to which the Master Association (defined below) has been established;

**WHEREAS**, this Neighborhood Declaration is intended to provide for the preservation and enhancement of property values, amenities and opportunities in the Neighborhood Property and contributing to the general health, safety and welfare of residents and for the maintenance of the Neighborhood Property; and

**NOW THEREFORE**, Master Declarant and the Neighborhood Declarant declare that the Neighborhood Property is and shall be owned used, and conveyed subject to the Master Declaration (defined below) and to the covenants, restrictions, easements, and conditions, and all other provisions of this Neighborhood Declaration as it may be amended from time to time, all of which shall run with the land and be binding on all parties having any right, title or interest in the Neighborhood Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. The Neighborhood Declarant reserves the right, in its sole discretion, to add or withdraw property from the submission to the Neighborhood Declaration, except that the Neighborhood Declarant shall not be permitted to withdraw any portion of the Neighborhood Property from the Neighborhood Declaration if such property has been conveyed to an Owner other than the Neighborhood Declarant.

**ARTICLE I  
DEFINITIONS**

All terms and words in this Neighborhood Declaration shall have the definitions and meanings (i) specified in the Master Declaration, as amended from time to time, provided that the term "Plot" and "Residence" as used throughout this Neighborhood Declaration shall mean only Plots and Residences located in the Neighborhood Property, and (ii) specified in what is attached hereto and incorporated herein by reference as Exhibit "B" or elsewhere in this Neighborhood Declaration.

**ARTICLE II  
CONTINUATION OF DEVELOPMENT**

The Neighborhood Property is being developed by the Neighborhood Declarant into Plots intended for the construction of Residences. The Owners recognize that other areas within the Neighborhood Property may be under development for an extended time. Incident to that development, the Owners acknowledge that the quiet enjoyment of the Neighborhood Property may be unavoidably interfered with to some extent by construction and sales operations. From time to time, Neighborhood Declarant and others have presented to the public certain renderings, plans, and models showing possible future development of the Neighborhood Property. The Neighborhood Declarant does not warrant in any way what is portrayed in these renderings, plans or models. They are primarily schematic and conceptual and in no way represent a final development plan for the Neighborhood Property.

**ARTICLE III  
NEIGHBORHOOD ASSOCIATION; NEIGHBORHOOD MEMBERSHIP; VOTING RIGHTS**

The administration and management of this Neighborhood shall be by Neighborhood Association for the specific purposes of carrying out the provisions of this Neighborhood Declaration, which shall perform their functions pursuant to the following:

**SECTION 3.01 DELEGATION OF MANAGEMENT**

The Neighborhood Association may contract with the Master Association or with a third party for the management and maintenance of the Neighborhood Common Areas and authorize a management agent to assist that Neighborhood Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Neighborhood Assessments, preparation of records, enforcement of rules, with funds made available by the Neighborhood Association for such purposes. The Neighborhood Association and its officers shall, however, retain at all times the powers and duties provided in the Neighborhood Founding Documents.



### SECTION 3.02 NEIGHBORHOOD MEMBERS

Every Person or entity which is an Owner of legal title to any Plot per the records of the Recorder shall be a Class A Neighborhood Member; provided however, that no such Person or entity that holds such interest merely as a security for the performance of an obligation shall be deemed the Owner for purposes of determining Neighborhood Membership and use rights.

3.02.1 Suspension. No Class A Neighborhood Member may be expelled from Neighborhood Membership in the Neighborhood Association for any reason. The Neighborhood Board shall have the right to suspend the voting rights of a Class A Neighborhood Member for a period during which any Neighborhood Assessment or charge owed by the Neighborhood Member remains unpaid in excess of six (6) months.

3.02.2 Class A. Class A Neighborhood Members shall be all Owners of Plots in the Neighborhood Property, with the exception of the Class B Neighborhood Member. The Class A Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which Neighborhood Membership is based. Class A Neighborhood Membership as to a Plot shall become effective upon the recording with the Recorder of a Deed or other instrument evidencing legal title to the Plot vested in the Class A Neighborhood Member.

3.02.3 Class B. The Class B Neighborhood Member shall be the Neighborhood Declarant or any assignee, in whole or in part of the Neighborhood Declarant's development rights. The Class B Neighborhood Membership shall cease to exist at the Neighborhood Turnover Date, whereupon the Class A Neighborhood Member shall become a Class A Neighborhood Member as to all Plots owned by it. At all times prior to the termination of Class B Membership, the Class B Neighborhood Member shall have the same number of votes at any meeting in which votes are to be taken as are held by all Class A Neighborhood Members, plus five hundred (500).

### SECTION 3.03 VOTING INTERESTS

The Class A Neighborhood Members of the Neighborhood Association are entitled to one (1) vote for each Plot owned by them. The total number of Class A votes shall not exceed the total number of Plots in the Neighborhood. The vote of a Plot is not divisible. If a Plot is owned by one natural Person, such owner's right to vote shall be established by the record title per the records of the Recorder. If a Plot is owned jointly by two or more Persons, that Plot's vote may be cast by anyone of the Owners per the records of the Recorder. If two or more Owners of a Plot do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose.

The Class B Neighborhood Membership shall cease to exist at the Neighborhood Turnover Date, whereupon the Neighborhood Declarant shall become a Class A Neighborhood Member as to all Plots owned by it. At all times prior to the termination of Class B Membership, the Class B Neighborhood Member shall have the same number of votes at any meeting in which votes are to be taken as are held by all Class A Neighborhood Members, plus five hundred (500).

#### **SECTION 3.04 NEIGHBORHOOD DECLARANT APPROVALS**

If the Neighborhood Declarant holds Plots, or the option to acquire additional Plots within Neighborhood for sale in the ordinary course of business, any action by the Neighborhood Association that would be detrimental to the sale of Plots or Residences by Neighborhood Declarant shall not be taken without the written approval of the Neighborhood Declarant. The determination as to what actions would be detrimental to sales shall be in the sole discretion of the Neighborhood Declarant.

#### **SECTION 3.05 TERMINATION OF NEIGHBORHOOD MEMBERSHIP**

The termination of a Class A Neighborhood Membership does not relieve or release any former Class A Neighborhood Member from liability or obligation incurred under or in anyway connected with the Neighborhood Association during the period of such Owner's Class A Neighborhood Membership, nor does it impair any rights or remedies which are in anyway connected with such ownership and Class A Neighborhood Membership and the covenants and obligations incident thereto.

#### **SECTION 3.06 NEIGHBORHOOD ASSOCIATION AS OWNER OF PLOTS**

The Neighborhood Association has the power to purchase Plots and Residences, and to acquire and hold, lease, mortgage, and convey them, subject to the approval of a Majority of the Neighborhood Board of Directors.

#### **SECTION 3.07 LIMITATIONS ON LIABILITY**

Notwithstanding the duty of the Neighborhood Association to maintain and repair any Neighborhood Common Area, the Neighborhood Association shall not be liable to Owners for property damage, caused by any latent condition of the property to be maintained and repaired by the Neighborhood Association, or caused by the Owners or other Persons.

#### **SECTION 3.08 NEIGHBORHOOD BOARD**

Except as otherwise provided herein or by law or by the Neighborhood Founding Documents, the Neighborhood Association shall act through its Neighborhood Board and its officers, and no vote of the Neighborhood Members shall be required. The officers and Neighborhood Directors of the Neighborhood Association have a fiduciary relationship to the Neighborhood Members. Until Neighborhood Turnover Date, the Neighborhood Declarant shall, from time to time and at any time, have the sole and exclusive right to appoint, substitute,

and replace all Neighborhood Directors. After the Neighborhood Turnover Date, Neighborhood Directors shall be elected by the Neighborhood Members in the manner specified in the Neighborhood Association's Articles of Incorporation and Bylaws.

#### **SECTION 3.09 POWERS AND DUTIES**

The powers and duties of the Neighborhood Association include those set forth in the Neighborhood Founding Documents and the obligations for which Neighborhood Assessments are collected under this Neighborhood Declaration.

#### **ARTICLE IV NEIGHBORHOOD ASSOCIATION ASSESSMENT AND LIEN RIGHTS**

#### **SECTION 4.01 CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS**

Each Owner of a Plot or Residence (other than Neighborhood Declarant or a Designated Builder with respect to a Plot on which there exists a Residence in which the Designated Builder does not reside), by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Neighborhood Association the following:

(i) Neighborhood Annual Assessments, Neighborhood Supplemental Assessments and Neighborhood Special Assessments, all as established and to be collected as hereafter set forth;

(ii) Neighborhood Individual Assessments against any particular Plot or Residence, as established and hereafter set forth, including, but not limited to, fines as may be imposed against such Plot and/or Residence as hereafter set forth; and

(iii) Any additional Assessments specified in a Supplemental Declaration.

#### **SECTION 4.02 NEIGHBORHOOD ANNUAL ASSESSMENTS**

**4.02.1 Prior to Neighborhood Turnover Date.** Prior to the Neighborhood Turnover Date, by a vote of a Majority of the Neighborhood Board, the Neighborhood Board shall (i) shall adopt an Neighborhood Annual Budget for the subsequent fiscal year, which shall provide for the allocation of annual expenses in such a manner that the obligations imposed by the Neighborhood Declaration are satisfied and met (the "Neighborhood Annual Budget") and (ii) fix the Neighborhood Annual Assessment for each assessment year of the Neighborhood Association at an amount sufficient to meet the annual obligations imposed by this Neighborhood Declaration upon the Neighborhood Association. The

Neighborhood Board shall establish the date(s) the Neighborhood Annual Assessment shall become due, and the manner in which it shall be paid.

4.02.2 Neighborhood Common Expenses. The Neighborhood Common Expenses to be funded by the Neighborhood Annual Assessments may include, but shall not necessarily be limited to, the following:

- (i) management fees and expenses of administration, including legal and accounting fees;
- (ii) the cost of any policies of insurance purchased for the benefit of all the Owners and the Neighborhood Association as required or permitted by this Neighborhood Declaration, including fire, flood, and other hazard coverage, public liability coverage, directors and officers errors and omissions coverage and such other insurance coverage as the Neighborhood Board determines to be in the interests of the Neighborhood Association and the Owners;
- (iii) the expenses of maintenance, operation, and repair of the Neighborhood Common Areas and improvements located therein; and
- (iv) such other expenses as may be determined from time to time by the Neighborhood Board to be Neighborhood Common Expenses.
- (v) The total Neighborhood Annual Assessments shall be divided among the Plots and Residences as provided herein. The Owner of each Plot or Residence shall pay Neighborhood Annual Assessments which, beginning in 2015 and subject to increase as provided herein, shall be an amount not less than \$495.00 per year, unless otherwise determined by Neighborhood Declarant.

4.02.3 After the Neighborhood Turnover Date. After the Neighborhood Turnover Date, the Neighborhood Annual Budget shall reflect the estimated revenues and expenses for the budget year, and the estimated surplus or deficit as of the end of the current budget year. The Neighborhood Association shall provide each Owner with: (1) a copy of the proposed Neighborhood Annual Budget; or (2) written notice that a copy of the proposed Neighborhood Annual Budget is available upon request at no charge to the Owner. At the same time, the Neighborhood Association shall provide each Owner with a written notice of the amount of any increase or decrease in the Neighborhood Annual Assessment paid by the Owners that would occur if the proposed Neighborhood Annual Budget is approved. After all of the foregoing take place, the Neighborhood Association shall hold a meeting pursuant to the following subparagraph (i) and (ii):

- (i) After the Neighborhood Turnover Date, and subject to subparagraph (ii) below, the Neighborhood Annual Budget must be approved at a meeting of the Neighborhood Members by a Majority of the Neighborhood Members of the Neighborhood Association

in attendance at a meeting called and conducted in accordance with the requirements of this Neighborhood Founding Documents. For purposes of this meeting, a Neighborhood Member is considered to be in attendance at the meeting if the Neighborhood Member attends: (1) in Person; (2) by proxy; or (3) by any other means allowed under Indiana law or the Neighborhood Founding Documents.

(ii) If the number of Neighborhood Members in attendance at the meeting held under subparagraph (i) above does not constitute a quorum as defined in the Neighborhood Founding Documents, the Neighborhood Board may adopt an Neighborhood Annual Budget for the Neighborhood Association for the ensuing year in an amount that does not exceed one hundred ten percent (110%) of the amount of the last approved Neighborhood Annual Budget last approved by the Neighborhood Association.

4.02.4 Neighborhood Declarant and Designated Builder. Notwithstanding anything to the contrary in their Neighborhood Declaration, no Plot owned by Neighborhood Declarant or a Designated Builder, other than a Plot on which there exists a Residence in which the Designated Builder resides, shall be assessed for Neighborhood Annual Assessments.

#### **SECTION 4.03 NEIGHBORHOOD SUPPLEMENTAL ASSESSMENTS**

If the Neighborhood Board determines that the Neighborhood Annual Assessment, and any Neighborhood Supplemental Assessments, for the current year are, or will become, inadequate to meet all Neighborhood Common Expenses for any reason, it shall determine the approximate amount of such inadequacy and make a Neighborhood Supplementary Assessment against each Plot, specifying the date or dates when due. A Neighborhood Supplementary Assessment may be added to and paid with installments of the Neighborhood Annual Assessment, or be otherwise payable as determined by the Neighborhood Board. Notwithstanding anything to the contrary in this Neighborhood Declaration, no Plot owned by Neighborhood Declarant or a Designated Builder, other than a Plot on which there exists a Residence in which the Designated Builder resides, shall be assessed for Neighborhood Supplemental Assessments.

#### **SECTION 4.04 NEIGHBORHOOD SPECIAL ASSESSMENTS**

From time to time Neighborhood Common Expenses of an unusual or extraordinary nature or not otherwise contemplated may arise. At such times, in addition to the Neighborhood Annual Assessments authorized above, the Neighborhood Association, acting through its Neighborhood Board, may levy, in any Assessment year, Neighborhood Special Assessments, applicable to that year only, provided that such Neighborhood Special Assessment shall be approved (i) by Neighborhood Declarant until the Neighborhood Turnover Date, and (ii) by a Majority of the votes entitled to be cast at a meeting duly called for this purpose after the Neighborhood Turnover Date. The Neighborhood Board may make such Neighborhood Special Assessments payable in installments over a period which may, in the Neighborhood Board's

discretion, extend in excess of the fiscal year-in which adopted. Such Neighborhood Special Assessments are to be allocated among the Plots and Residences as provided with respect to Neighborhood Annual Assessments. Notwithstanding anything to the contrary in this Neighborhood Declaration, no Plot owned by Neighborhood Declarant or a Designated Builder, other than a Plot on which there exists a Residence in which the Designated Builder resides, shall be assessed for Neighborhood Special Assessments.

**SECTION 4.05 UNIFORMITY OF NEIGHBORHOOD ASSESSMENTS**

Each owner of a Plot or Residence shall pay the same Neighborhood Annual Assessment, Neighborhood Supplemental Assessment, and Neighborhood Special Assessment; provided, however, that no Plot owned by Neighborhood Declarant or a Designated Builder, other than a Plot on which there exists a Residence in which the Designated Builder resides, shall be assessed for Neighborhood Annual Assessments, Neighborhood Supplemental Assessments, or Neighborhood Special Assessments.

**SECTION 4.06 NEIGHBORHOOD INDIVIDUAL ASSESSMENTS**

Any expenses of the Neighborhood Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests, or invitees of any Owner shall be specially assessed against such Owners and their respective Plots or Residences. The Neighborhood Individual Assessments provided for in this Section 4.06 shall be levied by the Neighborhood Board and the amount and due date of such Neighborhood Individual Assessment so levied by the Neighborhood Board shall be as specified by the Neighborhood Board.

**SECTION 4.07 RESERVES**

The Neighborhood Board may establish reserve accounts funded from Neighborhood Annual Assessments and/or Neighborhood Supplemental Assessments in reasonable amounts and in such categories as are determined by the Neighborhood Board for deferred maintenance, repair and replacement, and recurring periodic maintenance, or the initial cost of any new service to be performed by the Neighborhood Association. All amounts collected as a reserve shall be deposited or invested by the Neighborhood Board in separate accounts to be held in trust for the purposes for which such funds are collected, and shall not be commingled with any other funds of the Neighborhood Association. Such reserves shall be deemed a contribution to the capital account of the Neighborhood Association by the Class A Neighborhood Members.

**SECTION 4.08 COLLECTION AND COMMENCEMENT**

The Neighborhood Annual Assessment shall commence with respect to assessable Plots on the first day of the month following conveyance of the first Plot to an Owner who is not Neighborhood Declarant or a Designated Builder, other than a Plot on which there exists a Residence in which the Designated Builder resides. The initial Neighborhood Annual

Assessment on any assessable Plot shall be adjusted according to the days remaining in the month in which the Plot became subject to Assessment. Only Plots for which the Neighborhood Annual Assessment has commenced shall be subject to Neighborhood Supplemental Assessments and Neighborhood Special Assessments.

**SECTION 4.09 LIENS**

All sums assessed against any Plot or Residence pursuant to this Neighborhood Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Plot or Residence in favor of the Neighborhood Association. Such liens shall be superior to all other liens and encumbrances on such Plot or Residence except only for: (i) liens of real estate taxes, and (ii) liens for all sums unpaid on a first priority Institutional Mortgage or on any mortgage to Neighborhood Declarant, or its affiliates, successors, or assigns, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument. Notwithstanding the foregoing to the contrary, the subordination of Neighborhood Assessments and charges to the lien of such Institutional Mortgages shall only apply to such Neighborhood Assessments and charges that have become due and payable prior to acquisition of title at a foreclosure sale or deed in lieu of foreclosure. All other Persons acquiring liens or encumbrances on any Plot or Residence after this Neighborhood Declaration has been recorded with the Recorder shall be inferior to the liens for Neighborhood Assessments and charges as provided herein.

**SECTION 4.10 EFFECT OF NONPAYMENT; REMEDIES OF THE NEIGHBORHOOD ASSOCIATION**

Any Assessments or charge of an Owner or any portions thereof that are not paid when due shall be delinquent. Any Neighborhood Assessment or charge delinquent for a period of more than ten (10) days after Neighborhood the date when due shall incur a late charge in an amount as may be determined by the Neighborhood Board from time to time and shall also commence to accrue simple interest at the maximum interest rate allowed by the laws of the State of Indiana. A lien and equitable charge as herein proved for each Neighborhood Assessment or charge shall attach simultaneously as the same shall become due and payable, and if an Neighborhood Assessment or charge has not been paid within thirty (30) days, the entire unpaid balance of the Neighborhood Assessment or charge may be accelerated at the option of the Neighborhood Board and be declared due and payable in full. The continuing lien and equitable charge of such Neighborhood Assessment or charge shall include the late charge established by the Neighborhood Board, interest on the principal amount due at the maximum interest rate allowed by the laws of the State of Indiana. All costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the a Neighborhood Assessment or charge remains unpaid after sixty (60) days from the original due date, the Neighborhood Association may, as the Neighborhood Board shall determine, institute suit to collect such amounts and to foreclose its lien in the manner in which mortgages are foreclosed in the State of Indiana or as otherwise

specified under the laws and statutes of the State of Indiana. The equitable charge and lien provided for in this Section 4.11 shall be in favor of the Neighborhood Association. Whenever provisions in this Neighborhood Declaration, including, without limitation, provisions in this Article IV, provide for a lien for Neighborhood Assessments or otherwise, the Neighborhood Declarant and/or the Neighborhood Association may, in its sole discretion, cause a lien against the subject Plot to be recorded with the Recorder, which lien may then be foreclosed in the same manner as mortgages are foreclosed in the State of Indiana or as otherwise required by applicable statutes of the State of Indiana.

#### **SECTION 4.11 CERTIFICATE**

The treasurer, any assistant treasurer, or the manager of the Neighborhood Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time determined by the Neighborhood Board, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed by said treasurer, assistant treasurer, or manager setting forth whether the Neighborhood Assessments and charges for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any Neighborhood Assessments and charges stated therein to have been paid.

#### **SECTION 4.12 MASTER DECLARATION/ASSOCIATION ASSESSMENTS**

Per the terms and conditions specified in the Master Declaration, it is a requirement of the Master Declaration that the Owner of any Plot, by acceptance of a deed, shall also pay the Master Association Assessments and other charges set forth in the Master Declaration including, without limitation, all Master Assessments.

### **ARTICLE V EASEMENTS AND CERTAIN BULK STANDARDS**

#### **SECTION 5.01 DRIVEWAY**

The Owner of each Plot shall have an easement ingress and egress over any portion of the Neighborhood Common Areas crossed by his driveway.

#### **SECTION 5.02 INGRESS AND EGRESS**

A non-exclusive easement is hereby declared, granted and reserved in favor of the Neighborhood Declarant, the Neighborhood Association, the Master Association and each Owner and occupant, their respective guests, tenants, licensees and invitees, for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, road right-of-ways, and other right-of-ways and other portions of the Neighborhood Common Areas as from time to time may be



intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the Neighborhood Common Areas as from time to time may be paved or intended for such purposes, or for purposes of ingress and egress to the public ways. This easement shall also exist over any portion of a sidewalk which is part of a Plot and not part of a Neighborhood Common Area if such sidewalk is intended for use by pedestrian traffic.

#### **SECTION 5.03 MAINTENANCE EASEMENT**

An easement is hereby reserved to Neighborhood Declarant, and the Neighborhood Association and any Neighborhood Directors, and its respective officers, agents, employees and assigns, upon, across, over, in and under the Neighborhood Property as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Neighborhood Association is obligated or permitted to perform pursuant to the Neighborhood Documents, including the right to enter upon any Plot for the purpose of performing maintenance to the landscaping or the exterior of improvements to such Plot as may be permitted herein. Access for emergency repairs may be made at any time.

#### **SECTION 5.04 USE AND ENJOYMENT OF NEIGHBORHOOD COMMON AREAS**

There shall exist a nonexclusive easement for the use and enjoyment and for access over and to the Neighborhood Common Areas on behalf of Neighborhood Declarant, the Neighborhood Association, and Owners, their lessees, family Class A Neighborhood Members, guests and invitees; provided, however, an Owner's (and those who derive their rights through the Owner) easement to such use and enjoyment may be temporarily suspended by the Neighborhood Association upon written notice for a period not to exceed thirty (30) days for failure of an Owner, his lessee, or his family members, guests, or invitees to conform to the rules and regulations promulgated by the Neighborhood Association in regard to the use of the Neighborhood Common Areas.

### **ARTICLE VI MAINTENANCE AND IMPROVEMENTS**

#### **SECTION 6.01 MAINTENANCE OF NEIGHBORHOOD COMMON AREAS**

The maintenance of all Neighborhood Common Areas and all portions of all property not located on a Plot shall be the responsibility of the Neighborhood Association and each Class A Neighborhood Member shall be responsible for their pro rata share of the maintenance expense as part of their Neighborhood Assessments. Any damage to a Plot or Residence caused by work performed or ordered by the Neighborhood Association shall be promptly repaired by and at the

expense of the Neighborhood Association, which shall restore the Plot or Residence as nearly as practical to its condition before the damage.

**SECTION 6.02 INSPECTION AND MAINTENANCE GUIDELINES**

The Neighborhood Board may, in its discretion adopt, amend and revise inspection and maintenance guidelines for the periodic inspection and maintenance of the Neighborhood Common Area improvements.

**SECTION 6.03 NEGLIGENCE-DAMAGE CAUSED BY OWNER**

Each Owner has a duty to maintain his Residence and Plot, except those items, if any, required to be maintained by the Neighborhood Association as provided herein, and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Residences, Neighborhood Common Area, Master Common Area or the property of other Owners and residents. An Owner shall be liable for any personal injuries caused by his negligent acts or those of any members of his family, or his or their guests, employees, invitees, agents or lessees. Nothing herein contained however shall be construed so as to modify any waiver by insurance companies of rights of subrogation. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Residences, Neighborhood Common Area, or Master Common Area, the Owner of the offending Residence shall be liable to the Person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Residences involved is not occupied at the time the damage is discovered, the Neighborhood Association may enter the Residence without prior notice to the Owner and take reasonable actions to mitigate damage or prevent its spread.

**ARTICLE VII**

**INSURANCE MAINTAINED BY NEIGHBORHOOD ASSOCIATION**

**SECTION 7.01 NEIGHBORHOOD ASSOCIATION INSURANCE**

7.01.1 Liability Insurance. The Neighborhood Association shall purchase and pay the costs of the policy or policies of insurance in the form generally known as Public Liability and/or owners policies insuring the Neighborhood Association against any and all claims and demands made by any Person or Persons whomsoever for injuries received in connection with the fulfillment by the Neighborhood Association of its obligations specified in the Neighborhood Declaration, or for any other risk insured against by such policies which the Neighborhood Association, in its sole discretion, determines to insure against. Each policy purchased by the Neighborhood Association shall have limited of not less than One Million

Dollars (\$1,000,000.00) covering all claims for personal injury and One Hundred Thousand Dollars (\$100,000.00) for property damage arising out of a single occurrence. The coverage of the liability insurance policies purchased by the Neighborhood Association shall include protection against liability for property damage, bodily injuries and deaths of Persons in connection with the fulfillment by the Neighborhood Association of its obligations specified in the Neighborhood Declaration, legal liability arising out of law suits related to employment contracts of the Neighborhood Association, water damage liability, liability for non-owned and hired automobiles, liability for property of others. All such policies will name the Neighborhood Association as the insured under such policy or policies. The insurance purchased shall contain a "severability of interest endorsement," or equivalent coverage, which would preclude the insurer from (i) denying the claims or an Owner because of the negligent acts of either the Neighborhood Association, the Neighborhood Declarant or any other Owners or (ii) denying the claims of either the Neighborhood Declarant or the Neighborhood Association because of the negligent acts of an Owner.

7.01.2 Casualty Insurance. The Neighborhood Association shall purchase and pay the costs of a policy or policies of insurance to allow the Neighborhood Association to insure any improvements now located or which may hereafter be located, built or placed upon the Neighborhood Common Areas against loss or damage caused by or resulting from at least the following: Fire and other hazards covered by the standard extended coverage endorsement, sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and demolition, and such other risks as the Neighborhood Association shall determine are customarily covered with respect to developments similar to the Neighborhood in construction, location and use.

7.01.3 Fidelity Coverage. The Neighborhood Association shall purchase adequate (i) errors and omissions insurance protecting and insuring the Neighborhood Association and its Neighborhood Board and officers and against liability for negligence in the fulfillment of their obligations and duties, and (ii) fidelity coverage to protect against dishonest acts of the Neighborhood Board and the officers and employees of the Neighborhood Association and all others who handle and are responsible for handling funds of the Neighborhood Association, such coverage to be in the form of fidelity bonds which meet the following requirements unless one or more of such requirements are waived by the Neighborhood Board of Directors.

- 7.01.3.1 Such bonds shall name the Neighborhood Association as an obligee;
- 7.01.3.2 Such bonds shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual Neighborhood Association expense; and,
- 7.01.3.3 Such amounts shall contain waivers of any defense based upon the exclusion of Persons who serve without compensation from any definition of "employee" or similar expression.

#### **SECTION 7.02 NEIGHBORHOOD ASSOCIATION'S RIGHT OF ENTRY**

For the purpose of performing the duties authorized by the Neighborhood Founding Documents, the Neighborhood Association and/or the Master Association, through its duly authorized agents and employees, shall have an irrevocable right of access to Residences during reasonable hours, when necessary for the maintenance, repair or replacement of any Neighborhood Common Areas or as may be necessary to prevent damage to the Neighborhood Common Areas or to a Residence.

### **ARTICLE VIII GENERAL COVENANTS AND RESTRICTIONS**

#### **SECTION 8.01 APPEARANCE AND REFUSE DISPOSAL**

During construction of a Residence or other improvement, each Plot shall be maintained in a clean condition. After closing of title, each Owner shall be required to have mandatory trash pick-up and shall keep such Owner's Plot free and clear of trash and debris and shall reasonably maintain such Owner's Residence. No Plot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers suitably screened from the street and adjacent Plots. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage incinerators shall be permitted.

#### **SECTION 8.02 MAINTENANCE**

The Neighborhood Association shall have the right to repair any structure or Improvement on any Plot which constitutes a danger or nuisance or is in unsightly disrepair, provided that the Owner of the Plot is given no less than five (5) days notice of the Neighborhood Association's intent to do so. Such notice shall reasonably specify the proposed action. The Neighborhood Association shall charge the expense of same against the Owner of

said Plot, which charge shall be a lien on the Plot which may be enforced in the same manner as liens for Neighborhood Assessments under Article IV above.

**SECTION 8.03 SIDEWALKS**

It shall be the Owner's responsibility to repair and replace any damage occurring to the sidewalks as a result of any construction on the Owner's Plot.

**ARTICLE IX  
ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS**

The Neighborhood Declaration may be enforced by the Neighborhood Declarant, the Neighborhood Association, the Master Declarant, the Master Association, or any Owner. Every Owner shall at all times comply with all the covenants, conditions and restrictions of the Neighborhood Founding Documents. Violations of the Neighborhood Founding Documents should be reported immediately in writing to a Neighborhood Director.

**ARTICLE X  
MASTER DECLARATION OF NEIGHBORHOOD ASSOCIATION**

**SECTION 10.01 MASTER DECLARATION**

The Neighborhood is subject, in all respects, to the Master Declaration. This Neighborhood Declaration is in addition and supplemental to the Master Declaration.

**SECTION 10.02 MEMBERSHIP MASTER ASSOCIATION**

By taking title to a Plot, the Owner becomes a Regular Member of the Master Association and subject to the terms and conditions of the Master Declaration, as it may be amended from time to time.

**SECTION 10.03 MASTER ASSOCIATION ASSESSMENTS**

Per the terms and conditions specified in the Master Declaration, it is a requirement of the Master Declaration that the Owner of any Plot, by acceptance of a deed, shall pay the Master Assessments and other charges set forth in the Master Declaration including, without limitation, the Master Regular Assessment, any Master Supplemental and/or Master Special Assessment, any Master Individual Assessment, and the Social Membership Assessment.

**SECTION 10.04 MEMBERSHIP IN MASTER ASSOCIATION AND VOTING RIGHTS**

In accordance with the provisions of the Master Founding Documents, all Owners are automatically and irrevocably Regular Members of the Master Association.

**SECTION 10.05 NOTICE TO MASTER ASSOCIATION**

Copies of all amendments to this Neighborhood Declaration, the Articles of Incorporation and Bylaws of the Neighborhood Association shall be forwarded to the Master Association no later than fifteen (15) days after recording with the Recorder. The Neighborhood Association shall also provide a current list of the names and mailing address of all Owners within fifteen (15) days after receiving a written request for same from the Master Association.

**ARTICLE XI  
NEIGHBORHOOD DECLARANT'S RIGHTS**

Until the Master Turnover Date, the following shall apply, notwithstanding any other provisions to the contrary:

**SECTION 11.01 AMENDMENT OF NEIGHBORHOOD DECLARATION**

The Neighborhood Declarant may unilaterally amend this Neighborhood Declaration per the term of Section 13.03 below.

**SECTION 11.02 NON-ENFORCEMENT OF COVENANTS**

The Neighborhood Declarant shall have no liability with regard to the enforcement or non-enforcement of the covenants, conditions and restrictions in the Neighborhood Documents.

**SECTION 11.03 EASEMENTS**

The Neighborhood Declarant shall have the right to create any and all easements over, across and through the Neighborhood Property as may be necessary or convenient to the development process.

**ARTICLE XII**  
**NEIGHBORHOOD TURNOVER DATE**

**SECTION 12.01 TIME OF NEIGHBORHOOD TURNOVER**

Unless Neighborhood Turnover of control of the Neighborhood Association occurs at an earlier time as explicitly elected in writing by the Neighborhood Declarant in the Neighborhood Declarant's sole discretion, the date on which Neighborhood Turnover of control of the Neighborhood Association shall occur is the date of the last to occur of the following (the "Neighborhood Turnover Date"):

- 12.01.1 The conveyance by Neighborhood Declarant of a total of one hundred percent (100%) of the Plots and Neighborhood Common Areas within the Neighborhood Property; and
- 12.01.2 Twenty (20) years from the date hereof; and
- 12.01.3 When Neighborhood Declarant, in its sole discretion, shall determine that the development of the Neighborhood has been completed.

At the Neighborhood Turnover Meeting, the Class "A" Neighborhood Members shall elect a Neighborhood Board of Directors and the Neighborhood Directors appointed by the Neighborhood Declarant shall resign.

**SECTION 12.02 PROCEDURE FOR CALLING NEIGHBORHOOD TURNOVER MEETING**

No more than forty-five (45) days and no less than thirty (30) days prior to the Neighborhood Turnover Meeting, the Neighborhood Association shall notify in writing all Class "A" Neighborhood Members of the date, time and place of the Neighborhood Turnover Meeting.

**SECTION 12.03 EARLY NEIGHBORHOOD TURNOVER**

The Neighborhood Declarant may turn over control of an Neighborhood Association to Owners other than the Neighborhood Declarant prior to the Neighborhood Turnover Date set forth above by both (i) recording with the Recorder a written instrument by which the Neighborhood Declarant expressly turns over control of an Neighborhood Association to Owners other than the Neighborhood Declarant and (ii) causing all of its appointed Neighborhood Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Neighborhood Declarant to elect Neighborhood Directors and assume control of the Neighborhood Association. The Neighborhood Declarant shall not be liable in any manner in

connection with such resignations, even if Owners other than the Neighborhood Declarant refuse or fail to assume control.

#### **SECTION 12.04 CONVEYANCE TO NEIGHBORHOOD ASSOCIATION**

Neighborhood Declarant agrees that it shall convey to the Neighborhood Association the Neighborhood Common Areas together with the improvements located thereon upon or before the "Conveyance Date", which shall be on or before sixty (60) days after Neighborhood Turnover. Such conveyances to the Neighborhood Association described herein shall be by Quit Claim Deed. The Neighborhood Association shall be obligated to accept all conveyances of any property within the Neighborhood Property from the Neighborhood Declarant. The Neighborhood Association shall have the right and power to convey Neighborhood Association property and/or easements therein to any grantee for consideration or no consideration.

#### **SECTION 12.05 PROFESSIONAL MANAGEMENT**

At any time prior to the occurrence of the Neighborhood Turnover Date, the Neighborhood Declarant, in the Neighborhood Declarant's sole discretion, may require that the Neighborhood Association continuously employ a professional management company, possessing experience and experienced in the management of home owners associations, to assist the Neighborhood Board in the management and administration of the Neighborhood Association. The cost of such professional assistance shall immediately and automatically be added to the Neighborhood Annual Assessment as a Neighborhood Common Expense. If the Neighborhood Declarant so elects, such professional management shall continue without interruption after the Neighborhood Turnover Date at all times during the existence of the Neighborhood Association.

### **ARTICLE XIII**

#### **DURATION OF COVENANTS AND AMENDMENT OF DECLARATION**

#### **SECTION 13.01 DURATION OF COVENANTS**

The covenants, reservations, restrictions, and other provisions of this Neighborhood Declaration shall run with and bind the Property and shall inure to the benefit of the Neighborhood Declarant or any Owner subject to this Neighborhood Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term of seventy five (75) years from this date this Neighborhood Declaration is recorded with the Recorder. Upon the expiration of such initial period, this Neighborhood Declaration shall automatically be extended for successive periods of ten (10) years. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Neighborhood Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year



period; provided, however, that there shall be no renewal or extension of this Neighborhood Declaration if during the last renewal period, three-fourths (3/4) the votes cast at a duly held meeting Neighborhood Members vote in favor of terminating this Neighborhood Declaration at the end of its current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Neighborhood Members vote to terminate this Neighborhood Declaration, the president and secretary of the Neighborhood Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Neighborhood Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate must be signed by all votes cast against such resolution. Said certificate must be signed by all Institutional Mortgages in existence one (1) years prior to the termination of such term or extension agreeing to terminate this Neighborhood Declaration. Said certificate shall be recorded with the Recorder and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Neighborhood Declaration, upon which event this Neighborhood Declaration shall be terminated upon the expiration of the original term or the ten (10) year extension during which such instrument of termination was recorded.

#### SECTION 13.02 AMENDMENT

Until Neighborhood Turnover Date, the Neighborhood Declarant, reserves the exclusive and unilateral right, in its sole discretion and without notice to or the consent of any Person including, without limitation, the Class A Members, to make amendments and modifications to this Neighborhood Declaration or other Neighborhood Founding Documents, by written instruments recorded with the Recorder, which amendments may include, without limitation, modifications, amendments, and additions to and deletions from the covenants, conditions, restrictions and other provisions of this Neighborhood Declaration. This unilateral and exclusive right of the Master Declarant further specifically includes the right to amend this Neighborhood Declaration to bring additional property and Plots within the Properties, to withdraw property previously submitted to this Neighborhood Declaration, and to change the size or dimension of any Plot without the approval of any Owner or mortgagee so long as that Plot has not been conveyed to an Owner other than the Neighborhood Declarant. After the Neighborhood Turnover Date, This Neighborhood Declaration may be amended at any time by concurrence of two-thirds (2/3) of the voting interests present in Person or by proxy and voting at any annual or special meeting called for the purpose; provided, however, that to be effective any such amendment must be approved, in writing, by the Master Declarant, if any, and the full text of any proposed amendments shall be included in the notice of such Annual or Special Meeting and no amendment shall be effective which is in contravention of the duties, responsibilities or obligations of the Neighborhood Association or Neighborhood Members as provided in this

Neighborhood Declaration. No Amendment shall change the Owner's share of liability for Neighborhood Assessments or voting rights unless the Owner consents to the amendment.

**SECTION 13.03 CERTIFICATE AND RECORDING**

A copy of each amendment to this Neighborhood Declaration shall be recorded with the Recorder. The amendment shall be effective when recorded with the Recorder; however, with respect to amendments made after the Neighborhood Turnover Date, the amendment shall not be recorded the Recorder until thirty (30) days after a copy of the amendment was mailed to the Neighborhood Declarant, unless such thirty (30) day period is waived in writing by Neighborhood Declarant.

**SECTION 13.04 AMENDMENT OF PROVISION RELATING TO NEIGHBORHOOD DECLARANT**

As long as the Neighborhood Declarant holds any Plot for sale in the ordinary course of business or any part of the Neighborhood Property, no amendment shall have the effect of changing any provision relating specifically to the Neighborhood Declarant without the Neighborhood Declarant's written consent. Further, no amendment shall be adopted which shall materially impair or prejudice the rights or priorities of Neighborhood Declarant without the prior written consent of the Neighborhood Declarant.

**SECTION 13.05 MINOR OR TECHNICAL DEFECT**

Whenever it shall appear to the Neighborhood Association that there is a technical or minor defect, error or omission in the Declaration, the Neighborhood Association, through its Neighborhood Board of Directors, may amend the Declaration in accordance with this Article 13.07. The amendment shall become effective upon the recording of a certificate of amendment with the Recorder.

**SECTION 13.06 SUPPLEMENTAL DECLARATION**

Notwithstanding anything contained in this Neighborhood Declaration, the Neighborhood Declarant, in its sole discretion without the consent of any Owners or the Neighborhood Association may execute and record with the Recorder a Supplemental Declaration to this Neighborhood Declaration declaring additional land within the Neighborhood Property to be subject to all of the terms, conditions, rights and obligations of Owners of Plots or Residences on the Neighborhood Property already committed to this Neighborhood Declaration.

**ARTICLE XIV  
GENERAL PROVISIONS:**

**SECTION 14.01 WAIVER**

Any waiver by Neighborhood Declarant of any provisions of this Neighborhood Declaration of breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

**SECTION 14.02 SEVERABILITY**

In the event that anyone of the provisions of this Neighborhood Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof which shall remain in full force and effect. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Neighborhood Declaration or a reduction in the term of the same by reason of the rule of law known as the "rule against perpetuities" shall in no way affect any other provision hereof, which shall remain in full force and effect for such period of time as may be permitted by law.

**SECTION 14.03 HEADINGS**

The headings of any sections herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

**SECTION 14.04 NOTICES**

Any notices or other communications required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner at the last known address of the Person, whose name appears as the Owner on the records of the Neighborhood Association at the time of such mailing; (ii) the Neighborhood Association at 20298 Tomlinson Road, Westfield, IN 46074, or such other address as the Neighborhood Association shall hereafter notify Neighborhood Declarant and all Owners of in writing; and, (iii) Neighborhood Declarant at 20298 Tomlinson Road, Westfield, IN 46074 , or such other address or addresses as Neighborhood Declarant shall hereafter notify the Neighborhood Association of in writing. Any notice to the Neighborhood Association of a change in Neighborhood Declarant's address shall be deemed notice to the Owners.

**SECTION 14.05 CONTEXT**

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns' herein may be deemed to mean the corresponding plural form thereto and vice versa.

**SECTION 14.06 MANAGEMENT**

The Neighborhood Association, pursuant to a resolution duly adopted by its Neighborhood Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Neighborhood Board from time to time.

**SECTION 14.07 WITHDRAWAL**

The Neighborhood Declarant reserves the unilateral right in its sole discretion to amend this Neighborhood Declaration for the purpose of removing any portion of the Neighborhood Property, which has not yet been improved with Residences, from the coverage of this Neighborhood Declaration. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Neighborhood Declarant.

**SECTION 14.08 ATTORNEY'S FEES**

Any provision herein for the collection or recovery of attorney's fees shall be deemed to include, but not be limited to, the collection of court costs and attorney's fees for the attorney's services at all trial and appellate levels and during post judgment proceedings and, unless the context clearly indicates a contrary intention, shall include the recovery of such fees and costs whether or not suit is instituted.

**SECTION 14.09 INTERPRETATION**

In the event of a conflict between the provisions of this Neighborhood Declaration and the Neighborhood Association, the provisions of this Neighborhood Declaration shall control. In the event of a conflict between this Neighborhood Declaration and the Master Declaration, the Master Declaration shall control.

**SECTION 14.10 EXECUTION**

This Neighborhood Declaration is executed below by Chatham Hills LLP (i) as the Neighborhood Declarant and (ii) for the sole purpose of evidencing the consent by the Master Declarant to this Neighborhood Declaration, as the Master Declarant. (signature page follows)

**Chatham Hills LLP, an Indiana limited liability partnership**

Henke Development Group, LLC, an Indiana limited liability company, general partner

By: *Steven H. Henke*  
Steven H. Henke, member

Date: April 9, 2015

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, Personally appeared Steven H. Henke, a member of Henke Development Group, LLC the general partner of Chatham Hills LLP, this 9<sup>th</sup> day of April, 2015 and acknowledged the execution of the foregoing Neighborhood Declaration for and on behalf of said entity.

My Commission Expires:  
9/18/2021

Residing in Hamilton  
County, Indiana

*Jilenna L. Cloys*  
Notary Public

Jilenna L. Cloys  
Printed Name



This instrument prepared by and return to: Charles D. Frankenberger, Nelson & Frankenberger, 3105 East 98<sup>th</sup> Street, Suite 170, Indianapolis, IN 46280.

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

**EXHIBIT "A"**

Part of the Northeast and Southeast Quarters of Section 23, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the northwest corner of said Southeast Quarter; thence North 89 degrees 50 minutes 51 seconds East 1,770.94 feet along the north line of said Southeast Quarter (the basis of bearings is the Indiana State Plane Coordinate System, East Zone) to the POINT OF BEGINNING; thence North 47 degrees 19 minutes 47 seconds West 136.26 feet; thence North 15 degrees 49 minutes 53 seconds West 176.96 feet; thence North 00 degrees 17 minutes 50 seconds West 315.00 feet; thence North 02 degrees 09 minutes 05 seconds West 101.25 feet; thence North 14 degrees 27 minutes 15 seconds West 103.60 feet; thence North 28 degrees 34 minutes 23 seconds West 104.59 feet; thence North 42 degrees 20 minutes 40 seconds West 98.05 feet; thence North 41 degrees 02 minutes 17 seconds East 203.09 feet; thence North 48 degrees 22 minutes 28 seconds West 164.97 feet; thence North 63 degrees 20 minutes 41 seconds East 187.74 feet; thence North 72 degrees 38 minutes 00 seconds East 166.84 feet; thence South 70 degrees 30 minutes 49 seconds East 126.97 feet; thence North 88 degrees 52 minutes 47 seconds East 125.11 feet; thence North 82 degrees 22 minutes 24 seconds East 115.29 feet; thence North 81 degrees 19 minutes 00 seconds East 122.38 feet; thence South 87 degrees 01 minutes 34 seconds East 33.65 feet; thence North 60 degrees 28 minutes 19 seconds East 26.82 feet; thence South 74 degrees 02 minutes 09 seconds East 14.66 feet; thence South 46 degrees 25 minutes 41 seconds East 8.11 feet; thence South 22 degrees 29 minutes 23 seconds East 16.75 feet; thence South 04 degrees 57 minutes 55 seconds East 37.00 feet; thence South 19 degrees 25 minutes 29 seconds East 12.19 feet; thence South 08 degrees 45 minutes 19 seconds East 34.16 feet; thence South 50 degrees 18 minutes 42 seconds East 12.81 feet; thence South 84 degrees 40 minutes 04 seconds East 20.00 feet; thence North 05 degrees 15 minutes 45 seconds East 219.83 feet; thence northwesterly 30.60 feet along a curve to the left having a radius of 20.00 feet and subtended by a long chord having a bearing of North 38 degrees 34 minutes 18 seconds West and a length of 27.70 feet; thence South 84 degrees 42 minutes 24 seconds East 91.44 feet; thence southwesterly 30.67 feet along a curve to the left having a radius of 20.00 feet and subtended by a long chord having a bearing of South 49 degrees 11 minutes 37 seconds West and a length of 27.75 feet; thence South 05 degrees 15 minutes 45 seconds West 207.68 feet; thence North 78 degrees 35 minutes 26 seconds East 37.02 feet; thence South 80 degrees 36 minutes 05 seconds East 60.22 feet; thence South 64 degrees 55 minutes 49 seconds East 39.81 feet; thence South 79 degrees 04 minutes 56 seconds East 17.11 feet; thence South 05 degrees 15 minutes 45 seconds West 27.69 feet; thence South 10 degrees 06 minutes 16 seconds West 74.78 feet; thence South 16 degrees 45 minutes 37 seconds West 132.42 feet; thence South 26 degrees 42 minutes 55 seconds West 115.99 feet; thence South 29 degrees 26 minutes 35 seconds West 105.01 feet; thence South 29 degrees 16 minutes 15 seconds West 108.17 feet; thence South 25 degrees 03 minutes 12 seconds West 95.07 feet; thence South 11 degrees 55 minutes 22 seconds West 98.05 feet; thence South 00 degrees 49 minutes 34 seconds West 102.08 feet; thence South 00 degrees 17 minutes 50 seconds East 105.00 feet; thence South 06 degrees 17 minutes 34 seconds West 144.83 feet; thence South 32 degrees 26 minutes 10 seconds West 162.09 feet; thence South 61 degrees 10 minutes 52 seconds West 162.09 feet; thence South 85 degrees 39

**EXHIBIT "A" continued**

minutes 14 seconds West 140.28 feet; thence North 77 degrees 44 minutes 47 seconds West 166.05 feet; thence North 47 degrees 19 minutes 47 seconds West 41.27 feet to the POINT OF BEGINNING. Containing 25.511 acres, more or less.

**Together with the following described Real Estate:**

Part of the Northeast Quarter of Section 23 and part of the Northwest Quarter of Section 24, both in Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence South 00 degrees 15 minutes 32 seconds West 961.44 feet along the west line of said Northwest Quarter (basis of bearings is the Indiana State Plane Coordinate System, East Zone) to the POINT OF BEGINNING; thence South 89 degrees 22 minutes 47 seconds East 153.43 feet; thence South 54 degrees 43 minutes 43 seconds East 78.93 feet; thence South 00 degrees 37 minutes 13 seconds West 125.12 feet; thence South 89 degrees 22 minutes 47 seconds East 20.00 feet; thence North 00 degrees 37 minutes 13 seconds East 141.00 feet; thence South 85 degrees 20 minutes 12 seconds East 151.78 feet; thence South 66 degrees 43 minutes 15 seconds East 153.22 feet; thence South 51 degrees 26 minutes 52 seconds East 153.22 feet; thence South 46 degrees 11 minutes 20 seconds West 130.72 feet; thence South 38 degrees 01 minutes 53 seconds East 180.12 feet; thence South 10 degrees 59 minutes 01 second East 90.80 feet; thence South 81 degrees 26 minutes 50 seconds West 10.99 feet; thence northwesterly 30.08 feet along a curve to the right having a radius of 20.00 feet and subtended by a long chord having a bearing of North 55 degrees 28 minutes 01 second West and a length of 27.32 feet; thence South 11 degrees 03 minutes 54 seconds East 87.59 feet; thence northeasterly 32.26 feet along a curve to the right having a radius of 20.00 feet and subtended by a long chord having a bearing of North 35 degrees 14 minutes 25 seconds East and a length of 28.87 feet; thence North 81 degrees 26 minutes 50 seconds East 9.16 feet; thence South 10 degrees 59 minutes 01 second East 140.13 feet; thence South 02 degrees 55 minutes 28 seconds East 251.94 feet; thence South 01 degree 36 minutes 25 seconds East 150.00 feet; thence South 88 degrees 24 minutes 35 seconds West 119.42 feet; thence northeasterly 31.42 feet along a curve to the left having a radius of 20.00 feet and subtended by a long chord having a bearing of North 43 degrees 24 minutes 35 seconds East and a length of 28.28 feet; thence North 01 degree 35 minutes 25 seconds West 127.84 feet; thence northerly 14.94 feet along a curve to the right having a radius of 73.00 feet and subtended by a long chord having a bearing of North 04 degrees 16 minutes 20 seconds East and a length of 14.91 feet; thence North 10 degrees 08 minutes 05 seconds East 59.59 feet; thence South 87 degrees 53 minutes 31 seconds West 136.31 feet; thence North 10 degrees 59 minutes 01 second West 288.09 feet; thence North 48 degrees 31 minutes 07 seconds East 183.32 feet; thence northwesterly 137.44 feet along a curve to the left having a radius of 373.50 feet and subtended by a long chord having a bearing of North 27 degrees 31 minutes 33 seconds West and a length

**EXHIBIT "A" continued**

of 136.67 feet; thence South 51 degrees 55 minutes 56 seconds West 160.29 feet; thence North 51 degrees 45 minutes 32 seconds West 100.93 feet; thence North 79 degrees 05 minutes 25 seconds West 103.32 feet; thence North 00 degrees 37 minutes 13 seconds East 5.06 feet; thence North 80 degrees 33 minutes 11 seconds West 55.59 feet; thence South 89 degrees 47 minutes 55 seconds West 195.19 feet; thence South 05 degrees 15 minutes 45 seconds West 41.45 feet; thence North 85 degrees 50 minutes 41 seconds West 150.03 feet; thence North 05 degrees 15 minutes 45 seconds East 164.78 feet; thence northeasterly 30.67 feet along a curve to the right having a radius of 20.00 feet and subtended by a long chord having a bearing of North 49 degrees 11 minutes 37 seconds East and a length of 27.75 feet; thence North 84 degrees 42 minutes 24 seconds West 91.44 feet; thence North 82 degrees 26 minutes 35 seconds West 37.52 feet; thence North 07 degrees 37 minutes 33 seconds East 225.88 feet; thence South 82 degrees 25 minutes 52 seconds East 106.33 feet; thence South 88 degrees 39 minutes 25 seconds East 117.56 feet; thence South 89 degrees 22 minutes 47 seconds East 21.65 feet to the POINT OF BEGINNING. Containing 9.495 acres, more or less.

**Together with the following described Real Estate:**

Part of the Northwest Quarter of Section 24, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence North 87 degrees 57 minutes 56 seconds East 1,321.95 feet along the north line of said Northwest Quarter (basis of bearings is the Indiana State Plane Coordinate System, East Zone) to the northeast corner of the Northwest Quarter of said Northwest Quarter; thence South 00 degrees 09 minutes 40 seconds West 1,280.89 feet along the east line of said Northwest Quarter of the Northwest Quarter to the POINT OF BEGINNING; thence South 85 degrees 05 minutes 02 seconds East 54.34 feet; thence South 88 degrees 51 minutes 55 seconds East 74.43 feet; thence North 86 degrees 14 minutes 10 seconds East 80.00 feet; thence North 86 degrees 05 minutes 35 seconds East 80.00 feet; thence North 82 degrees 41 minutes 05 seconds East 94.28 feet; thence South 80 degrees 36 minutes 23 seconds East 155.52 feet; thence South 20 degrees 48 minutes 57 seconds East 174.38 feet; thence South 34 degrees 23 minutes 20 seconds West 171.77 feet; thence South 84 degrees 22 minutes 48 seconds West 122.33 feet; thence North 88 degrees 33 minutes 53 seconds West 80.35 feet; thence South 86 degrees 05 minutes 35 seconds West 87.00 feet; thence South 86 degrees 50 minutes 20 seconds West 92.75 feet; thence North 87 degrees 47 minutes 50 seconds West 82.11 feet; thence North 84 degrees 59 minutes 11 seconds West 130.11 feet; thence northerly 29.60 feet along curve to the left having a radius of 79.67 feet and subtended by a long chord having a bearing of North 11 degrees 46 minutes 58 seconds West and a length of 29.43 feet; thence northwesterly 20.28 feet along curve to the left having a radius of 18.66 feet and subtended by a long chord having a bearing of North 59 degrees 18 minutes 25



**EXHIBIT "A" continued**

seconds West and a length of 19.30 feet; thence South 89 degrees 39 minutes 13 seconds West 10.37 feet; thence North 33 degrees 19 minutes 09 seconds West 21.38 feet; thence North 00 degrees 20 minutes 47 seconds West 60.61 feet; thence northwesterly 20.44 feet along curve to the right having a radius of 54.00 feet and subtended by a long chord having a bearing of North 54 degrees 03 minutes 49 seconds West and a length of 20.32 feet; thence westerly 43.31 feet along curve to the left having a radius of 49.00 feet and subtended by a long chord having a bearing of North 68 degrees 32 minutes 23 seconds West and a length of 41.91 feet; thence westerly 37.09 feet along curve to the left having a radius of 376.00 feet and subtended by a long chord having a bearing of South 83 degrees 18 minutes 55 seconds West and a length of 37.07 feet; thence South 03 degrees 48 minutes 13 seconds East 148.20 feet; thence South 77 degrees 39 minutes 36 seconds West 76.84 feet; thence South 69 degrees 48 minutes 44 seconds West 79.98 feet; thence South 69 degrees 49 minutes 04 seconds West 80.05 feet; thence South 74 degrees 25 minutes 23 seconds West 80.26 feet; thence South 80 degrees 57 minutes 41 seconds West 80.05 feet; thence North 10 degrees 59 minutes 01 second West 140.13 feet; thence South 81 degrees 26 minutes 50 seconds West 9.16 feet; thence southwesterly 32.26 feet along curve to the left having a radius of 20.00 feet and subtended by a long chord having a bearing of South 35 degrees 14 minutes 24 seconds West and a length of 28.87 feet; thence North 10 degrees 59 minutes 25 seconds West 80.32 feet; thence northerly 7.27 feet along curve to the left having a radius of 426.50 feet and subtended by a long chord having a bearing of North 11 degrees 53 minutes 33 seconds West and a length of 7.27 feet; thence southeasterly 30.08 feet along curve to the left having a radius of 20.00 feet and subtended by a long chord having a bearing of South 55 degrees 28 minutes 01 second East and a length of 27.32 feet; thence North 81 degrees 26 minutes 50 seconds East 10.99 feet; thence North 10 degrees 59 minutes 01 second West 90.80 feet; thence North 54 degrees 52 minutes 52 seconds East 266.35 feet; thence South 74 degrees 34 minutes 06 seconds East 37.91 feet; thence South 69 degrees 42 minutes 50 seconds East 81.81 feet; thence South 43 degrees 21 minutes 14 seconds East 121.18 feet; thence easterly 50.76 feet along curve to the right having a radius of 424.00 feet and subtended by a long chord having a bearing of North 83 degrees 33 minutes 02 seconds East and a length of 50.73 feet; thence North 43 degrees 27 minutes 54 seconds West 128.39 feet; thence North 50 degrees 13 minutes 08 seconds West 42.68 feet; thence North 76 degrees 17 minutes 25 seconds East 182.11 feet; thence South 70 degrees 47 minutes 52 seconds East 98.81 feet; thence South 84 degrees 53 minutes 29 seconds East 41.66 feet to the POINT OF BEGINNING. Containing 8.746 acres, more or less.

**EXHIBIT "B"**

**"FAUX GATES"** shall mean gates which do not function and which exist on Shared Drives, Private Streets, Private Roads or Public Streets.

**"FUNCTIONING GATES"** means functioning gates located on Private Streets, Private Roads and Shared Drives, only.

**"MASTER DECLARATION"** means the Master Declaration of General Protective Covenants, Conditions and Restrictions of the Chatham Hills recorded with the Recorder of Hamilton County, Indiana on the 10<sup>th</sup> day of April as instrument number 2015016751.

**"NEIGHBORHOOD"** means comprising the Neighborhood Property more particularly described on Exhibit "A", which is committed by this Neighborhood Declaration to the provisions hereof and any additional real estate which may hereafter be declared to be subject to this Neighborhood Declaration and all improvements made to such land, including Residences, Neighborhood Common Areas, if any, and Plots.

**"NEIGHBORHOOD ASSESSMENT" OR "NEIGHBORHOOD ASSESSMENTS"** means those charges made by the Master Association against a particular Owner and his Plot in accordance with this Master Declaration and secured by a lien against such Plot. Assessments are further described and defined in Article IV above and include, without limitation:

- A. "Neighborhood Annual Assessment" means the assessment described in Section 4.02 above.
- B. "Neighborhood Supplemental Assessment" means the assessment described in Section 4.03 above.
- C. "Neighborhood Special Assessment" means the assessment described in Section 4.04 above.
- D. "Neighborhood Onetime Assessment" means the assessment described in Section 4.07 above.
- E. "Neighborhood Individual Assessment" means the assessment described in Section 4.06 above.

**"NEIGHBORHOOD ASSOCIATION"** means The Chatham Creek Communities at The Chatham Hills Neighborhood Association, Inc. an Indiana not for profit corporation, its successor and assigns, as defined in the Neighborhood Declaration.

**"NEIGHBORHOOD BOARD" and "NEIGHBORHOOD BOARD OF DIRECTORS"** means the Board of Directors of the Neighborhood Association.

**"NEIGHBORHOOD COMMON EXPENSES"** means all expenses incurred to fulfill the obligations of the Neighborhood Association per the terms of this Neighborhood Declaration including, without limitation, the Neighborhood Common Expenses set forth in Section 4.2.2 above.

**"NEIGHBORHOOD DECLARANT"** means CHATHAM HILLS LLP, and Indiana limited liability partnership, presently having its principal place of business in Hamilton County, Indiana, and its successors or assigns. Provided, however, that an Owner shall not, solely by the purchase of a Residence, be deemed a successor or assign of Neighborhood Declarant or of the rights of the Neighborhood Declarant under this Neighborhood Declaration unless such Owner is specifically so designated as a successor or assignee of such rights in the respective instrument of conveyance or any other instrument executed by the Neighborhood Declarant. With respect to all or part of the Neighborhood Property, the Neighborhood Declarant shall have the right to expressly designate, in writing, any other party or entity as a successor Neighborhood Declarant, and if such designation occurs, the designated party or entity shall succeed to all of the Neighborhood Declarant's rights and powers as set forth in the Neighborhood Founding Documents.

**"NEIGHBORHOOD DECLARATION"** means this Neighborhood Declaration of Covenants, Conditions and Restrictions for the Chatham Creek Communities at the Chatham Hills, as it may be amended from time to time.

**"NEIGHBORHOOD DIRECTOR(S)"** means the members, collectively, or a member, singularly, of the Neighborhood Board of Directors.

**"NEIGHBORHOOD FOUNDING DOCUMENTS"** means this Neighborhood Declaration and all exhibits hereto, as the same may be amended from time to time, together with the Articles, Minutes, Bylaws, and Rules and Regulations of the Neighborhood Association.

**"NEIGHBORHOOD MEMBER"** means Persons who are members of the Neighborhood Association, comprising all Class A Neighborhood Members and the Class B Neighborhood Member, as provided in this Neighborhood Declaration, and the Articles of Incorporation and Bylaws of the Neighborhood Association.

**"NEIGHBORHOOD RULES AND REGULATIONS"** means the administrative rules and regulations governing procedures for administering the Neighborhood Association and the Properties as adopted by resolution of the Neighborhood Board of Directors.



**Cross-Reference:** The Neighborhood Declaration of Covenants, Conditions and Restrictions for The Chatham Creek Communities at Chatham Hills recorded with the Recorder of Hamilton County, Indiana, on the 10<sup>th</sup> day of, 2015 as Instrument Number 2015016753.

**AMENDMENT TO THE NEIGHBORHOOD DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR THE CHATHAM CREEK  
COMMUNITIES AT CHATHAM HILLS**

This Amendment (the "Amendment") is to the Neighborhood Declaration of Covenants, Conditions and Restrictions for The Chatham Creek Communities at Chatham Hills;

**WITNESSETH:**

**WHEREAS**, the Neighborhood Declaration of Covenants, Conditions and Restrictions for The Chatham Creek Communities At Chatham Hills recorded with the Recorder of Hamilton County, Indiana, on the 10<sup>th</sup> day of April, 2015, as Instrument Number 2015016753 (the "Neighborhood Declaration");

**WHEREAS**, unless otherwise defined in this Amendment, all capitalized terms in this Amendment shall have the same meaning as set forth in the Neighborhood Declaration;

**WHEREAS**, the Secondary Plat for Chatham Hills Section 1 was recorded with the Recorder of Hamilton County, Indiana on March 31, 2015 as Instrument Number 2015014891, Plat Cabinet 5, Slide 322 (the "Section 1 Plat"); and,

**WHEREAS**, the Secondary Plat for Chatham Hills Section 2 was recorded with the Recorder of Hamilton County, Indiana on January 21st, 2016 as Instrument Number 2016002641, Plat Cabinet 5, Slide 447 (the "Section 2 Plat") and the Neighborhood Declarant is desirous of including in the Neighborhood Property the 76.174 acres, more or less, made the subject of the Section 2 Plat and legally described in what is attached hereto and incorporated herein by reference as Exhibit "1" (the "Section 2 Land") and of further amending the Neighborhood Declaration as set forth below:

**NOW, THEREFORE**, the Neighborhood Declaration is hereby amended as set forth in this Amendment:

- 1. Preambles and Recitations.** The foregoing preambles, recitations and definitions are made a part hereof as though fully set forth herein.
- 2. The Neighborhood Property.** The Neighborhood Declaration is hereby amended and revised to include as part of the Neighborhood Property the Section 2 Land and, therefore, by this Amendment, the Section 2 Land is now also included in and made part of, the Neighborhood Property and is subject, in all respects, to the Neighborhood Declaration.
- 3. Definitions.** The definitions, in Exhibit "C" of the Neighborhood Declaration, of "Functioning Gates" and "Faux Gates" are hereby deleted in their entirety.

4. **Shared Driveways.** Article V of the Neighborhood Declaration is hereby supplemented to add the following Section 5.05:

**SECTION 5.05 SHARED DRIVEWAYS.** There are strips of ground that are identified in the Section 2 Plat as "Ingress/Egress" easements and that serve as private, shared driveways providing access two (2) or more Lots (the "Shared Drives"). The Shared Drives are (i) for ingress and egress to and from the Lots for which they provide access, including the Lot, if any, on which they exist (collectively the "Benefited Lots"), (ii) are at all times to be free and clear of any obstructions and (iii) are to be repaired, maintained in good condition and insured by all of the Benefitted Lots, with the cost of any repair, maintenance and insurance to be shared on a uniform, pro rata basis by the Owner(s) of each of the Benefitted Lots.

5. **Amended Neighborhood Declaration.** The Neighborhood Declaration, as hereby amended and modified by this Amendment, shall remain in full force and effect.

(signature page follows)

**Chatham Hills LLP, an Indiana limited liability partnership**

Henke Development Group, LLC, an Indiana limited liability company, general partner

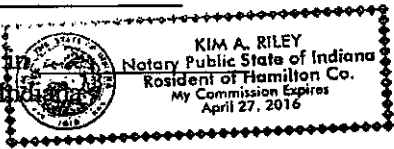
By: *Steven H. Henke*  
Steven H. Henke, Managing Member

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF HAMILTON    )

Before me, a Notary Public in and for said County and State, personally appeared Steven H. Henke, the Managing Member of Henke Development Group, LLC the general partner of Chatham Hills LLP, this 21<sup>st</sup> day of January, 2016 and acknowledged the execution of the foregoing Amendment for and on behalf of said entity.

My Commission Expires:

Residing in \_\_\_\_\_  
County, Indiana \_\_\_\_\_



*Kim A. Riley*  
Notary Public  
\_\_\_\_\_  
Printed Name

This instrument prepared by and should be returned to: Charles D. Frankenberger, Nelson & Frankenberger, 3105 East 98<sup>th</sup> Street, Suite 170, Indianapolis, IN 46280.

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

**Exhibit "1"**

**The following described real estate, being all of the real estate made the subject of the Secondary Plat for Chatham Hills – Section 2A, recorded with the Recorder of Hamilton County, Indiana on the 21st day of January, 2016, as Instrument Number 2016002641, Plat Cabinet 5, Slide 447:**

Part of Blocks 1, 2 and 7 of the Secondary Plat for Chatham Hills – Section One, recorded as Instrument Number 2015014891 in the Office of the Recorder of Hamilton County, Indiana, part of the Northwest Quarter of Section 24 and part of the Northeast, Southeast and Northwest Quarters of Section 23, all in Township 19 North, Range 3 East of the Second Principal Meridian, Hamilton County, Indiana, more particularly described as follows:

Commencing at the northwest corner of said Northeast Quarter; thence North 89 degrees 49 minutes 10 seconds East 1,328.52 feet along the north line of said Northeast Quarter (basis of bearings is the Indiana State Plane Coordinate System, East Zone) to the northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 23; thence South 00 degrees 11 minutes 13 seconds West 50.00 feet along the west line of said Quarter-Quarter to the south right-of-way line of 206<sup>th</sup> Street as defined on said Chatham Hills – Section One, also being the north line of said Block 1 and the POINT OF BEGINNING, the following three (3) courses are along said north line; 1)thence North 89 degrees 49 minutes 16 seconds East 853.06 feet; 2)thence North 00 degrees 09 minutes 01 second West 2.75 feet; 3)thence North 89 degrees 48 minutes 26 seconds East 290.46 feet; thence South 00 degrees 11 minutes 34 seconds East 32.82 feet; thence North 89 degrees 49 minutes 16 seconds East 166.76 feet; thence South 00 degrees 14 minutes 39 seconds East 30.00 feet; thence South 89 degrees 49 minutes 16 seconds West 159.07 feet; thence South 14 degrees 37 minutes 01 second East 168.41 feet; thence South 89 degrees 41 minutes 58 seconds West 82.56 feet; thence South 89 degrees 49 minutes 16 seconds West 82.61 feet; thence South 58 degrees 57 minutes 59 seconds West 83.40 feet; thence South 88 degrees 11 minutes 03 seconds West 79.99 feet; thence North 69 degrees 45 minutes 51 seconds West 97.16 feet; thence South 88 degrees 10 minutes 51 seconds West 49.49 feet; thence South 19 degrees 50 minutes 48 seconds East 13.18 feet; thence South 80 degrees 44 minutes 35 seconds West 85.33 feet; thence South 63 degrees 12 minutes 25 seconds West 68.71 feet; thence South 59 degrees 16 minutes 58 seconds West 139.71 feet; thence South 62 degrees 30 minutes 21 seconds East 113.59 feet; thence Southeasterly 102.27 feet along a non-tangent curve to the right having a radius of 201.50 feet and subtended by a long chord having a bearing of South 48 degrees 00 minutes 01 second East and a length of 101.17 feet; thence North 56 degrees 32 minutes 21 seconds East 35.20 feet; thence South 86 degrees 19 minutes 12 seconds East 187.63 feet; thence South 89 degrees 49 minutes 22 seconds East 502.63 feet; thence South 54 degrees 48 minutes 06 seconds East 112.53 feet; thence South 19 degrees 25 minutes 39 seconds West 24.12 feet; thence South 48 degrees 04 minutes 24 seconds West 92.55 feet; thence South 42 degrees 42 minutes 56 seconds West 78.58 feet; thence South 30 degrees 27 minutes 23 seconds West 72.11 feet; thence South 23 degrees 18 minutes 15 seconds West 37.17 feet; thence South 50 degrees 46 minutes 43 seconds West 58.25 feet; thence South 41 degrees 37 minutes 44 seconds West 43.18 feet; thence South 84 degrees 16 minutes 41 seconds West 14.60 feet; thence South 65 degrees 04

minutes 03 seconds West 11.17 feet; thence South 36 degrees 39 minutes 39 seconds West 22.72 feet; thence South 66 degrees 39 minutes 08 seconds West 20.98 feet; thence North 72 degrees 13 minutes 46 seconds West 70.47 feet; thence South 05 degrees 50 minutes 40 seconds West 30.29 feet to the northwest corner of Lot E15 in said Chatham Hills – Section One, also being a corner of said Block 1, the following twenty two (22) courses are along an east line thereof; 1)thence South 07 degrees 37 minutes 33 seconds West 225.90 feet; 2)thence South 82 degrees 22 minutes 27 seconds East 37.50 feet 3)thence Southeasterly 30.57 feet along a curve to the right, having a radius of 20.00 feet and subtended by a long chord that bears South 38 degrees 42 minutes 30 seconds East and a length of 27.68 feet; 4) thence South 05 degrees 15 minutes 45 seconds West 219.82 feet; 5)thence North 84 degrees 40 minutes 04 seconds West 20.00 feet; 6)thence North 50 degrees 18 minutes 42 seconds West 12.81 feet; 7)thence North 08 degrees 45 minutes 19 seconds West 34.16 feet; 8)thence North 19 degrees 25 minutes 29 seconds West 12.19 feet; 9)thence North 04 degrees 57 minutes 55 seconds West 37.00 feet; 10)thence North 22 degrees 29 minutes 23 seconds West 16.75 feet; 11)thence North 46 degrees 25 minutes 41 seconds West 8.11 feet; 12)thence North 74 degrees 02 minutes 09 seconds West 14.66 feet; 13)thence South 60 degrees 28 minutes 19 seconds West 26.82 feet; 14)thence North 87 degrees 01 minute 34 seconds West 33.65 feet; 15)thence South 81 degrees 19 minutes 00 seconds West 122.38 feet; 16)thence South 82 degrees 22 minutes 24 seconds West 115.29 feet; 17)thence South 88 degrees 52 minutes 47 seconds West 125.11 feet; 18)thence North 70 degrees 30 minutes 49 seconds West 126.97 feet; 19)thence South 72 degrees 38 minutes 00 seconds West 166.84 feet; 20)thence South 63 degrees 20 minutes 41 seconds West 187.73 feet; 21)thence South 48 degrees 22 minutes 16 seconds East 164.97 feet; 22)thence South 41 degrees 02 minutes 17 seconds West 203.09 feet to the most westerly corner of Lot E55 in said Chatham Hills - Section One; thence South 42 degrees 20 minutes 40 seconds East 13.31 feet along the southwest line of said Lot E55; thence South 61 degrees 16 minutes 34 seconds West 178.00 feet to the west line of said Quarter-Quarter Section; thence South 00 degrees 11 minutes 13 seconds West 189.45 feet along said west line to the northeast corner of the parcel conveyed to Chatham Hills LLP in Instrument Number 2015-28430 on file in the Office of said Recorder; thence South 89 degrees 50 minutes 26 seconds West 173.69 feet along said north line; thence North 38 degrees 52 minutes 01 second West 27.70 feet; thence North 33 degrees 25 minutes 36 seconds West 105.00 feet; thence South 56 degrees 34 minutes 24 seconds West 203.00 feet; thence North 33 degrees 25 minutes 36 seconds West 87.87 feet; thence Northwesterly 95.37 feet along an arc to the left having a radius of 123.50 feet and subtended by a long chord having a bearing of North 55 degrees 33 minutes 01 second West and a length of 93.02 feet; thence South 38 degrees 51 minutes 10 seconds West 150.00 feet; thence South 53 degrees 12 minutes 16 seconds East 12.98 feet to the north line of said parcel conveyed to Chatham Hills, LLP in Instrument Number 2015-28430; thence South 89 degrees 50 minutes 26 seconds West 220.87 feet along said north line to the west line of the parcel conveyed to Chatham Oaks, LLP in Instrument Number 2013038102, on file in the Office of said Recorder, the following five (5) courses are along the west, north and east lines thereof; 1)thence North 33 degrees 25 minutes 36 seconds West 1,907.83 feet; 2)thence North 89 degrees 47 minutes 27 seconds East 229.61 feet; 3)thence South 00 degrees 07 minutes 00 seconds West 152.00 feet; 4)thence North 89 degrees 47 minutes 27 seconds East 123.75 feet; 5)thence South 18 degrees 24 minutes 34 seconds East 17.86 feet; thence South 18 degrees 24 minutes 03 seconds East 135.36 feet; thence South 27 degrees 41 minutes 12 seconds East 150.43 feet; thence South 48 degrees 31 minutes 22 seconds East 74.15 feet; thence South 71



degrees 10 minutes 21 seconds East 65.67 feet; thence North 21 degrees 10 minutes 51 seconds East 150.00 feet; thence North 28 degrees 29 minutes 20 seconds East 30.04 feet; thence North 23 degrees 52 minutes 22 seconds East 200.88 feet to the south line of said parcel conveyed to Hortonville Friends Church in D.R. 152, Page 429, on file in the Office of said Recorder; thence North 89 degrees 49 minutes 10 seconds East 100.55 feet along the south line of said Church parcel to the west line of the parcel conveyed to Hinkle Creek Farms, LLC in Instrument Number 2007013627, on file in the Office of said Recorder, the following three (3) courses are along the west, south and east lines thereof; 1)thence South 00 degrees 05 minutes 18 seconds West 2.10 feet; 2)thence North 89 degrees 49 minutes 10 seconds East 450.14 feet; 3)thence North 00 degrees 05 minutes 28 seconds East 3.96 feet to the southwest corner of the parcel conveyed to Hinkle Creek Farms, LLC in Instrument Number 2006050180, on file in the Office of said Recorder; thence North 89 degrees 33 minutes 05 seconds East 250.00 feet along the south line of said Hinkle Creek Farms parcel to the west line of the parcel conveyed to Karen M. Bolger in Instrument Number 2000026629, on file in the Office of said Recorder, the following three (3) courses are along the west, south and east lines thereof; 1)thence South 00 degrees 05 minutes 28 seconds West 4.63 feet; 2)thence North 89 degrees 49 minutes 10 seconds East 121.56 feet; 3)thence North 00 degrees 05 minutes 28 seconds East 4.98 feet to the southwest corner of the parcel conveyed to Robinson in Book 349, Page 224, on file in the Office of said Recorder, the following two (2) courses are along the south and east lines thereof; 1)thence North 89 degrees 48 minutes 48 seconds East 242.63 feet to the west line of the Northeast Quarter of the Northeast Quarter of said Section 23; 2)thence North 00 degrees 11 minutes 13 seconds East 482.00 feet along said west line to the POINT OF BEGINNING. Containing 76.174 acres, more or less.

**Excepting from the above described 76.147 acres, more or less, what are identified as Block 8, Block 9, Block 11, Block 12, Block 13, Block 14, and Block 15 Secondary Plat for Chatham Hills – Section 2A, recorded with the Recorder of Hamilton County, Indiana on the 21st day of January, 2016, as Instrument Number 2016002641, Plat Cabinet 5, Slide 447.**

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**NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HAMPTON PARK AT THE CHATHAM HILLS**

THIS NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR THE HAMPTON PARK AT THE CHATHAM HILLS (the "Neighborhood Declaration"), is made by Chatham Hills LLP, and Indiana limited liability partnership.

**WITNESSETH:**

**WHEREAS**, Chatham Hills LLP, an Indiana limited liability partnership (the "Neighborhood Declarant") is the owner of certain real estate described in what is attached hereto and incorporated herein by reference as Exhibit "A" (the "Neighborhood Property");

**WHEREAS**, the Neighborhood Declarant is the developer of the Neighborhood Property; and

**WHEREAS**, the Neighborhood Declarant desires to impose certain protective covenants, conditions and restrictions on the Neighborhood Property;

**WHEREAS**, the Neighborhood Property is subject to the Master Declaration (defined below) pursuant to which the Master Association (defined below) has been established;

**WHEREAS**, this Neighborhood Declaration is intended to provide for the preservation and enhancement of property values, amenities and opportunities in the Neighborhood Property and contributing to the general health, safety and welfare of residents and for the maintenance of the Neighborhood Property; and

**NOW THEREFORE**, Master Declarant and the Neighborhood Declarant declare that the Neighborhood Property is and shall be owned used, and conveyed subject to the Master Declaration (defined below) and to the covenants, restrictions, easements, and conditions, and all other provisions of this Neighborhood Declaration as it may be amended from time to time, all of which shall run with the land and be binding on all parties having any right, title or interest in the Neighborhood Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. The Neighborhood Declarant reserves the right, in its sole discretion, to add or withdraw property from the submission to the Neighborhood Declaration, except that the Neighborhood Declarant shall not be permitted to withdraw any portion of the Neighborhood Property from the Neighborhood Declaration if such property has been conveyed to an Owner other than the Neighborhood Declarant.

**ARTICLE I**  
**DEFINITIONS**

All terms and words in this Neighborhood Declaration shall have the definitions and meanings (i) specified in the Master Declaration, as amended from time to time, provided that the term "Plot" and "Residence" as used throughout this Neighborhood Declaration shall mean only Plots and Residences located in the Neighborhood Property, and (ii) specified in what is attached hereto and incorporated herein by reference as Exhibit "B" or elsewhere in this Neighborhood Declaration.

**ARTICLE II**  
**CONTINUATION OF DEVELOPMENT**

The Neighborhood Property is being developed by the Neighborhood Declarant into Plots intended for the construction of Residences. The Owners recognize that other areas within the Neighborhood Property may be under development for an extended time. Incident to that development, the Owners acknowledge that the quiet enjoyment of the Neighborhood Property may be unavoidably interfered with to some extent by construction and sales operations. From time to time, Neighborhood Declarant and others have presented to the public certain renderings, plans, and models showing possible future development of the Neighborhood Property. The Neighborhood Declarant does not warrant in any way what is portrayed in these renderings, plans or models. They are primarily schematic and conceptual and in no way represent a final development plan for the Neighborhood Property.

**ARTICLE III**  
**NEIGHBORHOOD ASSOCIATION; NEIGHBORHOOD MEMBERSHIP; VOTING RIGHTS**

The administration and management of this Neighborhood shall be by Neighborhood Association for the specific purposes of carrying out the provisions of this Neighborhood Declaration, which shall perform their functions pursuant to the following:

**SECTION 3.01 DELEGATION OF MANAGEMENT.**

The Neighborhood Association may contract with the Master Association or with a third party for the management and maintenance of the Neighborhood Common Areas and authorize a management agent to assist that Neighborhood Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Neighborhood Assessments, preparation of records, enforcement of rules, with funds made available by the Neighborhood Association for such purposes. The Neighborhood Association and its officers shall, however, retain at all times the powers and duties provided in the Neighborhood Founding Documents.

### SECTION 3.02 NEIGHBORHOOD MEMBERS

Every Person or entity which is an Owner of legal title to any Plot per the records of the Recorder shall be a Class A Neighborhood Member; provided however, that no such Person or entity that holds such interest merely as a security for the performance of an obligation shall be deemed the Owner for purposes of determining Neighborhood Membership and use rights.

3.02.1 Suspension. No Class A Neighborhood Member may be expelled from Neighborhood Membership in the Neighborhood Association for any reason. The Neighborhood Board shall have the right to suspend the voting rights of a Class A Neighborhood Member for a period during which any Neighborhood Assessment or charge owed by the Neighborhood Member remains unpaid in excess of six (6) months.

3.02.2 Class A. Class A Neighborhood Members shall be all Owners of Plots in the Neighborhood Property, with the exception of the Class B Neighborhood Member. The Class A Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which Neighborhood Membership is based. Class A Neighborhood Membership as to a Plot shall become effective upon the recording with the Recorder of a Deed or other instrument evidencing legal title to the Plot vested in the Class A Neighborhood Member.

3.02.3 Class B. The Class B Neighborhood Member shall be the Neighborhood Declarant or any assignee, in whole or in part of the Neighborhood Declarant's development rights. The Class B Neighborhood Membership shall cease to exist at the Neighborhood Turnover Date, whereupon the Class A Neighborhood Member shall become a Class A Neighborhood Member as to all Plots owned by it. At all times prior to the termination of Class B Membership, the Class B Neighborhood Member shall have the same number of votes at any meeting in which votes are to be taken as are held by all Class A Neighborhood Members, plus five hundred (500).

### SECTION 3.03 VOTING INTERESTS

The Class A Neighborhood Members of the Neighborhood Association are entitled to one (1) vote for each Plot owned by them. The total number of Class A votes shall not exceed the total number of Plots in the Neighborhood. The vote of a Plot is not divisible. If a Plot is owned by one natural Person, such owner's right to vote shall be established by the record title per the records of the Recorder. If a Plot is owned jointly by two or more Persons, that Plot's vote may be cast by anyone of the Owners per the records of the Recorder. If two or more Owners of a Plot do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose.

The Class B Neighborhood Membership shall cease to exist at the Neighborhood Turnover Date, whereupon the Neighborhood Declarant shall become a Class A Neighborhood Member as to all Plots owned by it. At all times prior to the termination of Class B Membership, the Class B Neighborhood Member shall have the same number of votes at any meeting in which votes are to be taken as are held by all Class A Neighborhood Members, plus five hundred (500).

#### **SECTION 3.04 NEIGHBORHOOD DECLARANT APPROVALS**

If the Neighborhood Declarant holds Plots, or the option to acquire additional Plots within Neighborhood for sale in the ordinary course of business, any action by the Neighborhood Association that would be detrimental to the sale of Plots or Residences by Neighborhood Declarant shall not be taken without the written approval of the Neighborhood Declarant. The determination as to what actions would be detrimental to sales shall be in the sole discretion of the Neighborhood Declarant.

#### **SECTION 3.05 TERMINATION OF NEIGHBORHOOD MEMBERSHIP**

The termination of a Class A Neighborhood Membership does not relieve or release any former Class A Neighborhood Member from liability or obligation incurred under or in anyway connected with the Neighborhood Association during the period of such Owner's Class A Neighborhood Membership, nor does it impair any rights or remedies which are in anyway connected with such ownership and Class A Neighborhood Membership and the covenants and obligations incident thereto.

#### **SECTION 3.06 NEIGHBORHOOD ASSOCIATION AS OWNER OF PLOTS**

The Neighborhood Association has the power to purchase Plots and Residences, and to acquire and hold, lease, mortgage, and convey them, subject to the approval of a Majority of the Neighborhood Board of Directors.

#### **SECTION 3.07 LIMITATIONS ON LIABILITY**

Notwithstanding the duty of the Neighborhood Association to maintain and repair any Neighborhood Common Area, the Neighborhood Association shall not be liable to Owners for property damage, caused by any latent condition of the property to be maintained and repaired by the Neighborhood Association, or caused by the Owners or other Persons.

#### **SECTION 3.08 NEIGHBORHOOD BOARD**

Except as otherwise provided herein or by law or by the Neighborhood Founding Documents, the Neighborhood Association shall act through its Neighborhood Board and its officers, and no vote of the Neighborhood Members shall be required. The officers and Neighborhood Directors of the Neighborhood Association have a fiduciary relationship to the Neighborhood Members. Until Neighborhood Turnover Date, the Neighborhood Declarant shall, from time to time and at any time, have the sole and exclusive right to appoint, substitute,

and replace all Neighborhood Directors. After the Neighborhood Turnover Date, Neighborhood Directors shall be elected by the Neighborhood Members in the manner specified in the Neighborhood Association's Articles of Incorporation and Bylaws.

### **SECTION 3.09 POWERS AND DUTIES**

The powers and duties of the Neighborhood Association include those set forth in the Neighborhood Founding Documents and the obligations for which Neighborhood Assessments are collected under this Neighborhood Declaration.

## **ARTICLE IV**

### **NEIGHBORHOOD ASSOCIATION ASSESSMENT AND LIEN RIGHTS**

#### **SECTION 4.01 CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS**

Each Owner of a Plot or Residence (other than Neighborhood Declarant or a Designated Builder with respect to a Plot on which there exists a Residence in which the Designated Builder does not reside), by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Neighborhood Association the following:

- (i) Neighborhood Annual Assessments, Neighborhood Supplemental Assessments and Neighborhood Special Assessments, all as established and to be collected as hereafter set forth;
- (ii) Neighborhood Individual Assessments against any particular Plot or Residence, as established and hereafter set forth, including, but not limited to, fines as may be imposed against such Plot and/or Residence as hereafter set forth; and
- (iii) Any additional Assessments specified in a Supplemental Declaration.

#### **SECTION 4.02 NEIGHBORHOOD ANNUAL ASSESSMENTS**

**4.02.1 Prior to Neighborhood Turnover Date.** Prior to the Neighborhood Turnover Date, by a vote of a Majority of the Neighborhood Board, the Neighborhood Board shall (i) shall adopt an Neighborhood Annual Budget for the subsequent fiscal year, which shall provide for the allocation of annual expenses in such a manner that the obligations imposed by the Neighborhood Declaration are satisfied and met (the "Neighborhood Annual Budget") and (ii) fix the Neighborhood Annual Assessment for each assessment year of the Neighborhood Association at an amount sufficient to meet the annual obligations imposed by this Neighborhood Declaration upon the Neighborhood Association. The Neighborhood Board shall establish the date(s) the Neighborhood Annual Assessment shall become due, and the manner in which it shall be paid.

4.02.2 Neighborhood Common Expenses. The Neighborhood Common Expenses to be funded by the Neighborhood Annual Assessments may include, but shall not necessarily be limited to, the following:

- (i) management fees and expenses of administration, including legal and accounting fees;
- (ii) the cost of any policies of insurance purchased for the benefit of all the Owners and the Neighborhood Association as required or permitted by this Neighborhood Declaration, including fire, flood, and other hazard coverage, public liability coverage, directors and officers errors and omissions coverage and such other insurance coverage as the Neighborhood Board determines to be in the interests of the Neighborhood Association and the Owners;
- (iii) the expenses of maintenance, operation, and repair of the Neighborhood Common Areas and improvements located therein; and
- (iv) such other expenses as may be determined from time to time by the Neighborhood Board to be Neighborhood Common Expenses.
- (v) The total Neighborhood Annual Assessments shall be divided among the Plots and Residences as provided herein. The Owner of each Plot or Residence shall pay Neighborhood Annual Assessments which, beginning in 2015 and subject to increase as provided herein, shall be an amount not less than \$200.00 per year, unless otherwise determined by Neighborhood Declarant.

4.02.3 After the Neighborhood Turnover Date. After the Neighborhood Turnover Date, the Neighborhood Annual Budget shall reflect the estimated revenues and expenses for the budget year, and the estimated surplus or deficit as of the end of the current budget year. The Neighborhood Association shall provide each Owner with: (1) a copy of the proposed Neighborhood Annual Budget; or (2) written notice that a copy of the proposed Neighborhood Annual Budget is available upon request at no charge to the Owner. At the same time, the Neighborhood Association shall provide each Owner with a written notice of the amount of any increase or decrease in the Neighborhood Annual Assessment paid by the Owners that would occur if the proposed Neighborhood Annual Budget is approved. After all of the foregoing take place, the Neighborhood Association shall hold a meeting pursuant to the following subparagraph (i) and (ii):

- (i) After the Neighborhood Turnover Date, and subject to subparagraph (ii) below, the Neighborhood Annual Budget must be approved at a meeting of the Neighborhood Members by a Majority of the Neighborhood Members of the Neighborhood Association in attendance at a meeting called and conducted in accordance with the requirements of this Neighborhood Founding Documents. For purposes of this meeting, a Neighborhood

Member is considered to be in attendance at the meeting if the Neighborhood Member attends: (1) in Person; (2) by proxy; or (3) by any other means allowed under Indiana law or the Neighborhood Founding Documents.

(ii) If the number of Neighborhood Members in attendance at the meeting held under subparagraph (i) above does not constitute a quorum as defined in the Neighborhood Founding Documents, the Neighborhood Board may adopt an Neighborhood Annual Budget for the Neighborhood Association for the ensuing year in an amount that does not exceed one hundred ten percent (110%) of the amount of the last approved Neighborhood Annual Budget last approved by the Neighborhood Association.

4.02.4 Neighborhood Declarant and Designated Builder. Notwithstanding anything to the contrary in their Neighborhood Declaration, no Plot owned by Neighborhood Declarant or a Designated Builder, other than a Plot on which there exists a Residence in which the Designated Builder resides, shall be assessed for Neighborhood Annual Assessments.

#### **SECTION 4.03 NEIGHBORHOOD SUPPLEMENTAL ASSESSMENTS**

If the Neighborhood Board determines that the Neighborhood Annual Assessment, and any Neighborhood Supplemental Assessments, for the current year are, or will become, inadequate to meet all Neighborhood Common Expenses for any reason, it shall determine the approximate amount of such inadequacy and make a Neighborhood Supplementary Assessment against each Plot, specifying the date or dates when due. A Neighborhood Supplementary Assessment may be added to and paid with installments of the Neighborhood Annual Assessment, or be otherwise payable as determined by the Neighborhood Board. Notwithstanding anything to the contrary in this Neighborhood Declaration, no Plot owned by Neighborhood Declarant or a Designated Builder, other than a Plot on which there exists a Residence in which the Designated Builder resides, shall be assessed for Neighborhood Supplemental Assessments.

#### **SECTION 4.04 NEIGHBORHOOD SPECIAL ASSESSMENTS**

From time to time Neighborhood Common Expenses of an unusual or extraordinary nature or not otherwise contemplated may arise. At such times, in addition to the Neighborhood Annual Assessments authorized above, the Neighborhood Association, acting through its Neighborhood Board, may levy, in any Assessment year, Neighborhood Special Assessments, applicable to that year only, provided that such Neighborhood Special Assessment shall be approved (i) by Neighborhood Declarant until the Neighborhood Turnover Date, and (ii) by a Majority of the votes entitled to be cast at a meeting duly called for this purpose after the Neighborhood Turnover Date. The Neighborhood Board may make such Neighborhood Special Assessments payable in installments over a period which may, in the Neighborhood Board's discretion, extend in excess of the fiscal year in which adopted. Such Neighborhood Special Assessments are to be allocated among the Plots and Residences as provided with respect to



Neighborhood Annual Assessments. Notwithstanding anything to the contrary in this Neighborhood Declaration, no Plot owned by Neighborhood Declarant or a Designated Builder, other than a Plot on which there exists a Residence in which the Designated Builder resides, shall be assessed for Neighborhood Special Assessments.

#### **SECTION 4.05 UNIFORMITY OF NEIGHBORHOOD ASSESSMENTS**

Each owner of a Plot or Residence shall pay the same Neighborhood Annual Assessment, Neighborhood Supplemental Assessment, and Neighborhood Special Assessment; provided, however, that no Plot owned by Neighborhood Declarant or a Designated Builder, other than a Plot on which there exists a Residence in which the Designated Builder resides, shall be assessed for Neighborhood Annual Assessments, Neighborhood Supplemental Assessments, or Neighborhood Special Assessments.

#### **SECTION 4.06 NEIGHBORHOOD INDIVIDUAL ASSESSMENTS**

Any expenses of the Neighborhood Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests, or invitees of any Owner shall be specially assessed against such Owners and their respective Plots or Residences. The Neighborhood Individual Assessments provided for in this Section 4.06 shall be levied by the Neighborhood Board and the amount and due date of such Neighborhood Individual Assessment so levied by the Neighborhood Board shall be as specified by the Neighborhood Board.

#### **SECTION 4.07 RESERVES**

The Neighborhood Board may establish reserve accounts funded from Neighborhood Annual Assessments and/or Neighborhood Supplemental Assessments in reasonable amounts and in such categories as are determined by the Neighborhood Board for deferred maintenance, repair and replacement, and recurring periodic maintenance, or the initial cost of any new service to be performed by the Neighborhood Association. All amounts collected as a reserve shall be deposited or invested by the Neighborhood Board in separate accounts to be held in trust for the purposes for which such funds are collected, and shall not be commingled with any other funds of the Neighborhood Association. Such reserves shall be deemed a contribution to the capital account of the Neighborhood Association by the Class A Neighborhood Members.

#### **SECTION 4.08 COLLECTION AND COMMENCEMENT**

The Neighborhood Annual Assessment shall commence with respect to assessable Plots on the first day of the month following conveyance of the first Plot to an Owner who is not Neighborhood Declarant or a Designated Builder, other than a Plot on which there exists a Residence in which the Designated Builder resides. The initial Neighborhood Annual Assessment on any assessable Plot shall be adjusted according to the days remaining in the month in which the Plot became subject to Assessment. Only Plots for which the Neighborhood

Annual Assessment has commenced shall be subject to Neighborhood Supplemental Assessments and Neighborhood Special Assessments.

#### **SECTION 4.09 LIENS**

All sums assessed against any Plot or Residence pursuant to this Neighborhood Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Plot or Residence in favor of the Neighborhood Association. Such liens shall be superior to all other liens and encumbrances on such Plot or Residence except only for: (i) liens of real estate taxes, and (ii) liens for all sums unpaid on a first priority Institutional Mortgage or on any mortgage to Neighborhood Declarant, or its affiliates, successors, or assigns, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument. Notwithstanding the foregoing to the contrary, the subordination of Neighborhood Assessments and charges to the lien of such Institutional Mortgages shall only apply to such Neighborhood Assessments and charges that have become due and payable prior to acquisition of title at a foreclosure sale or deed in lieu of foreclosure. All other Persons acquiring liens or encumbrances on any Plot or Residence after this Neighborhood Declaration has been recorded with the Recorder shall be inferior to the liens for Neighborhood Assessments and charges as provided herein.

#### **SECTION 4.10 EFFECT OF NONPAYMENT; REMEDIES OF THE NEIGHBORHOOD ASSOCIATION**

Any Assessments or charge of an Owner or any portions thereof that are not paid when due shall be delinquent. Any Neighborhood Assessment or charge delinquent for a period of more than ten (10) days after Neighborhood the date when due shall incur a late charge in an amount as may be determined by the Neighborhood Board from time to time and shall also commence to accrue simple interest at the maximum interest rate allowed by the laws of the State of Indiana. A lien and equitable charge as herein proved for each Neighborhood Assessment or charge shall attach simultaneously as the same shall become due and payable, and if an Neighborhood Assessment or charge has not been paid within thirty (30) days, the entire unpaid balance of the Neighborhood Assessment or charge may be accelerated at the option of the Neighborhood Board and be declared due and payable in full. The continuing lien and equitable charge of such Neighborhood Assessment or charge shall include the late charge established by the Neighborhood Board, interest on the principal amount due at the maximum interest rate allowed by the laws of the State of Indiana. All costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the a Neighborhood Assessment or charge remains unpaid after sixty (60) days from the original due date, the Neighborhood Association may, as the Neighborhood Board shall determine, institute suit to collect such amounts and to foreclose its lien in the manner in which mortgages are foreclosed in the State of Indiana or as otherwise specified under the laws and statutes of the State of Indiana. The equitable charge and lien provided for in this Section 4.11 shall be in favor of the Neighborhood Association. Whenever

provisions in this Neighborhood Declaration, including, without limitation, provisions in this Article IV, provide for a lien for Neighborhood Assessments or otherwise, the Neighborhood Declarant and/or the Neighborhood Association may, in its sole discretion, cause a lien against the subject Plot to be recorded with the Recorder, which lien may then be foreclosed in the same manner as mortgages are foreclosed in the State of Indiana or as otherwise required by applicable statutes of the State of Indiana.

#### **SECTION 4.11 CERTIFICATE**

The treasurer, any assistant treasurer, or the manager of the Neighborhood Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time determined by the Neighborhood Board, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate in writing signed by said treasurer, assistant treasurer, or manager setting forth whether the Neighborhood Assessments and charges for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any Neighborhood Assessments and charges stated therein to have been paid.

#### **SECTION 4.12 MASTER DECLARATION/ASSOCIATION ASSESSMENTS**

Per the terms and conditions specified in the Master Declaration, it is a requirement of the Master Declaration that the Owner of any Plot, by acceptance of a deed, shall also pay the Master Association Assessments and other charges set forth in the Master Declaration including, without limitation, all Master Assessments.

### **ARTICLE V EASEMENTS AND CERTAIN BULK STANDARDS**

#### **SECTION 5.01 DRIVEWAY**

The Owner of each Plot shall have an easement ingress and egress over any portion of the Neighborhood Common Areas crossed by his driveway.

#### **SECTION 5.02 INGRESS AND EGRESS**

A non-exclusive easement is hereby declared, granted and reserved in favor of the Neighborhood Declarant, the Neighborhood Association, the Master Association and each Owner and occupant, their respective guests, tenants, licensees and invitees, for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, road right-of-ways, and other right-of-ways and other portions of the Neighborhood Common Areas as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the Neighborhood Common Areas as from time to time may

be paved or intended for such purposes, or for purposes of ingress and egress to the public ways. This easement shall also exist over any portion of a sidewalk which is part of a Plot and not part of a Neighborhood Common Area if such sidewalk is intended for use by pedestrian traffic.

#### **SECTION 5.03 MAINTENANCE EASEMENT**

An easement is hereby reserved to Neighborhood Declarant, and the Neighborhood Association and any Neighborhood Directors, and its respective officers, agents, employees and assigns, upon, across, over, in and under the Neighborhood Property as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Neighborhood Association is obligated or permitted to perform pursuant to the Neighborhood Documents, including the right to enter upon any Plot for the purpose of performing maintenance to the landscaping or the exterior of improvements to such Plot as may be permitted herein. Access for emergency repairs may be made at any time.

#### **SECTION 5.04 USE AND ENJOYMENT OF NEIGHBORHOOD COMMON AREAS**

There shall exist a nonexclusive easement for the use and enjoyment and for access over and to the Neighborhood Common Areas on behalf of Neighborhood Declarant, the Neighborhood Association, and Owners, their lessees, family Class A Neighborhood Members, guests and invitees; provided, however, an Owner's (and those who derive their rights through the Owner) easement to such use and enjoyment may be temporarily suspended by the Neighborhood Association upon written notice for a period not to exceed thirty (30) days for failure of an Owner, his lessee, or his family members, guests, or invitees to conform to the rules and regulations promulgated by the Neighborhood Association in regard to the use of the Neighborhood Common Areas.

### **ARTICLE VI** **MAINTENANCE AND IMPROVEMENTS**

#### **SECTION 6.01 MAINTENANCE OF NEIGHBORHOOD COMMON AREAS**

The maintenance of all Neighborhood Common Areas and all portions of all property not located on a Plot shall be the responsibility of the Neighborhood Association and each Class A Neighborhood Member shall be responsible for their pro rata share of the maintenance expense as part of their Neighborhood Assessments. Any damage to a Plot or Residence caused by work performed or ordered by the Neighborhood Association shall be promptly repaired by and at the expense of the Neighborhood Association, which shall restore the Plot or Residence as nearly as practical to its condition before the damage.

**SECTION 6.02 INSPECTION AND MAINTENANCE GUIDELINES**

The Neighborhood Board may, in its discretion adopt, amend and revise inspection and maintenance guidelines for the periodic inspection and maintenance of the Neighborhood Common Area improvements.

**SECTION 6.03 NEGLIGENCE-DAMAGE CAUSED BY OWNER**

Each Owner has a duty to maintain his Residence and Plot, except those items, if any, required to be maintained by the Neighborhood Association as provided herein, and Personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Residences, Neighborhood Common Area, Master Common Area or the property of other Owners and residents. An Owner shall be liable for any Personal injuries caused by his negligent acts or those of any members of his family, or his or their guests, employees, invitees, agents or lessees. Nothing herein contained however shall be construed so as to modify any waiver by insurance companies of rights of subrogation. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Residences, Neighborhood Common Area, or Master Common Area, the Owner of the offending Residence shall be liable to the Person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Residences involved is not occupied at the time the damage is discovered, the Neighborhood Association may enter the Residence without prior notice to the Owner and take reasonable actions to mitigate damage or prevent its spread.

**ARTICLE VII**

**INSURANCE MAINTAINED BY NEIGHBORHOOD ASSOCIATION**

**SECTION 7.01 NEIGHBORHOOD ASSOCIATION INSURANCE**

7.01.1 Liability Insurance. The Neighborhood Association shall purchase and pay the costs of the policy or policies of insurance in the form generally known as Public Liability and/or owners policies insuring the Neighborhood Association against any and all claims and demands made by any Person or Persons whomsoever for injuries received in connection with the fulfillment by the Neighborhood Association of its obligations specified in the Neighborhood Declaration, or for any other risk insured against by such policies which the Neighborhood Association, in its sole discretion, determines to insure against. Each policy purchased by the Neighborhood Association shall have limited of not less than One Million Dollars (\$1,000,000.00) covering all claims for Personal injury and One Hundred Thousand Dollars (\$100,000.00) for property damage arising out of a single occurrence. The coverage of the liability insurance policies

purchased by the Neighborhood Association shall include protection against liability for property damage, bodily injuries and deaths of Persons in connection with the fulfillment by the Neighborhood Association of its obligations specified in the Neighborhood Declaration, legal liability arising out of law suits related to employment contracts of the Neighborhood Association, water damage liability, liability for non-owned and hired automobiles, liability for property of others. All such policies will name the Neighborhood Association as the insured under such policy or policies. The insurance purchased shall contain a "severability of interest endorsement," or equivalent coverage, which would preclude the insurer from (i) denying the claims or an Owner because of the negligent acts of either the Neighborhood Association, the Neighborhood Declarant or any other Owners or (ii) denying the claims of either the Neighborhood Declarant or the Neighborhood Association because of the negligent acts of an Owner.

7.01.2 Casualty Insurance. The Neighborhood Association shall purchase and pay the costs of a policy or policies of insurance to allow the Neighborhood Association to insure any improvements now located or which may hereafter be located, built or placed upon the Neighborhood Common Areas against loss or damage caused by or resulting from at least the following: Fire and other hazards covered by the standard extended coverage endorsement, sprinkler leakage, windstorm, vandalism, malicious mischief, water damage, debris removal and demolition, and such other risks as the Neighborhood Association shall determine are customarily covered with respect to developments similar to the Neighborhood in construction, location and use.

7.01.3 Fidelity Coverage. The Neighborhood Association shall purchase adequate (i) errors and omissions insurance protecting and insuring the Neighborhood Association and its Neighborhood Board and officers and against liability for negligence in the fulfillment of their obligations and duties, and (ii) fidelity coverage to protect against dishonest acts of the Neighborhood Board and the officers and employees of the Neighborhood Association and all others who handle and are responsible for handling funds of the Neighborhood Association, such coverage to be in the form of fidelity bonds which meet the following requirements unless one or more of such requirements are waived by the Neighborhood Board of Directors.

7.01.3.1 Such bonds shall name the Neighborhood Association as an obligee;

- 7.01.3.2 Such bonds shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual Neighborhood Association expense; and,
- 7.01.3.3 Such amounts shall contain waivers of any defense based upon the exclusion of Persons who serve without compensation from any definition of "employee" or similar expression.

#### **SECTION 7.02 NEIGHBORHOOD ASSOCIATION'S RIGHT OF ENTRY**

For the purpose of performing the duties authorized by the Neighborhood Founding Documents, the Neighborhood Association and/or the Master Association, through its duly authorized agents and employees, shall have an irrevocable right of access to Residences during reasonable hours, when necessary for the maintenance, repair or replacement of any Neighborhood Common Areas or as may be necessary to prevent damage to the Neighborhood Common Areas or to a Residence.

### **ARTICLE VIII** **GENERAL COVENANTS AND RESTRICTIONS**

#### **SECTION 8.01 APPEARANCE AND REFUSE DISPOSAL**

During construction of a Residence or other improvement, each Plot shall be maintained in a clean condition. After closing of title, each Owner shall be required to have mandatory trash pick-up and shall keep such Owner's Plot free and clear of trash and debris and shall reasonably maintain such Owner's Residence. No Plot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers suitably screened from the street and adjacent Plots. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage incinerators shall be permitted.

#### **SECTION 8.02 MAINTENANCE**

The Neighborhood Association shall have the right to repair any structure or improvement on any Plot which constitutes a danger or nuisance or is in unsightly disrepair, provided that the Owner of the Plot is given no less than five (5) days notice of the Neighborhood Association's intent to do so. Such notice shall reasonably specify the proposed action. The Neighborhood Association shall charge the expense of same against the Owner of said Plot, which charge shall be a lien on the Plot which may be enforced in the same manner as liens for Neighborhood Assessments under Article IV above.

**SECTION 8.03 SIDEWALKS**

It shall be the Owner's responsibility to repair and replace any damage occurring to the sidewalks as a result of any construction on the Owner's Plot.

**ARTICLE IX**  
**ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS**

The Neighborhood Declaration may be enforced by the Neighborhood Declarant, the Neighborhood Association, the Master Declarant, the Master Association, or any Owner. Every Owner shall at all times comply with all the covenants, conditions and restrictions of the Neighborhood Founding Documents. Violations of the Neighborhood Founding Documents should be reported immediately in writing to a Neighborhood Director.

**ARTICLE X**  
**MASTER DECLARATION OF NEIGHBORHOOD ASSOCIATION**

**SECTION 10.01 MASTER DECLARATION**

The Neighborhood is subject, in all respects, to the Master Declaration. This Neighborhood Declaration is in addition and supplemental to the Master Declaration.

**SECTION 10.02 MEMBERSHIP MASTER ASSOCIATION**

By taking title to a Plot, the Owner becomes a Regular Member of the Master Association and subject to the terms and conditions of the Master Declaration, as it may be amended from time to time.

**SECTION 10.03 MASTER ASSOCIATION ASSESSMENTS**

Per the terms and conditions specified in the Master Declaration, it is a requirement of the Master Declaration that the Owner of any Plot, by acceptance of a deed, shall pay the Master Assessments and other charges set forth in the Master Declaration including, without limitation, the Master Regular Assessment, any Master Supplemental and/or Master Special Assessment, any Master Individual Assessment, and the Social Membership Assessment.

**SECTION 10.04 MEMBERSHIP IN MASTER ASSOCIATION AND VOTING RIGHTS**

In accordance with the provisions of the Master Founding Documents, all Owners are automatically and irrevocably Regular Members of the Master Association.



**SECTION 10.05 NOTICE TO MASTER ASSOCIATION**

Copies of all amendments to this Neighborhood Declaration, the Articles of Incorporation and Bylaws of the Neighborhood Association shall be forwarded to the Master Association no later than fifteen (15) days after recording with the Recorder. The Neighborhood Association shall also provide a current list of the names and mailing address of all Owners within fifteen (15) days after receiving a written request for same from the Master Association.

**ARTICLE XI  
NEIGHBORHOOD DECLARANT'S RIGHTS**

So long as the Neighborhood Declarant holds any Plots in the Neighborhood for sale in the ordinary course of business, the following shall apply, notwithstanding any other provisions to the contrary:

**SECTION 11.01 AMENDMENT OF NEIGHBORHOOD DECLARATION**

The Neighborhood Declarant may unilaterally amend this Neighborhood Declaration per the terms of Section 14.02 below.

**SECTION 11.02 NON-ENFORCEMENT OF COVENANTS**

The Neighborhood Declarant shall have no liability with regard to the enforcement or non-enforcement of the covenants, conditions and restrictions in the Neighborhood Documents.

**SECTION 11.03 EASEMENTS**

The Neighborhood Declarant shall have the right to create any and all easements over, across and through the Neighborhood Property as may be necessary or convenient to the development process.

**ARTICLE XII  
NEIGHBORHOOD TURNOVER DATE****SECTION 12.01 TIME OF NEIGHBORHOOD TURNOVER**

Unless Neighborhood Turnover of control of the Neighborhood Association occurs at an earlier time as explicitly elected in writing by the Neighborhood Declarant in the Neighborhood Declarant's sole discretion, the date on which Neighborhood Turnover of control of the Neighborhood Association shall occur is the date of the last to occur of the following (the "Neighborhood Turnover Date"):

- 12.01.1 The conveyance by Neighborhood Declarant of a total of one hundred percent (100%) of the Plots and Neighborhood Common Areas within the Neighborhood Property; and
- 12.01.2 Twenty (20) years from the date hereof; and
- 12.01.3 When Neighborhood Declarant, in its sole discretion, shall determine that the development of the Neighborhood has been completed.

At the Neighborhood Turnover Meeting, the Class "A" Neighborhood Members shall elect a Neighborhood Board of Directors and the Neighborhood Directors appointed by the Neighborhood Declarant shall resign.

#### **SECTION 12.02 PROCEDURE FOR CALLING NEIGHBORHOOD TURNOVER MEETING**

No more than forty-five (45) days and no less than thirty (30) days prior to the Neighborhood Turnover Meeting, the Neighborhood Association shall notify in writing all Class "A" Neighborhood Members of the date, time and place of the Neighborhood Turnover Meeting.

#### **SECTION 12.03 EARLY NEIGHBORHOOD TURNOVER**

The Neighborhood Declarant may turn over control of an Neighborhood Association to Owners other than the Neighborhood Declarant prior to the Neighborhood Turnover Date set forth above by both (i) recording with the Recorder a written instrument by which the Neighborhood Declarant expressly turns over control of an Neighborhood Association to Owners other than the Neighborhood Declarant and (ii) causing all of its appointed Neighborhood Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Neighborhood Declarant to elect Neighborhood Directors and assume control of the Neighborhood Association. The Neighborhood Declarant shall not be liable in any manner in connection with such resignations, even if Owners other than the Neighborhood Declarant refuse or fail to assume control.

#### **SECTION 12.04 CONVEYANCE TO NEIGHBORHOOD ASSOCIATION**

Neighborhood Declarant agrees that it shall convey to the Neighborhood Association the Neighborhood Common Areas together with the improvements located thereon upon or before the "Conveyance Date", which shall be on or before sixty (60) days after Neighborhood Turnover. Such conveyances to the Neighborhood Association described herein shall be by Quit Claim Deed. The Neighborhood Association shall be obligated to accept all conveyances of any property within the Neighborhood Property from the Neighborhood Declarant. The

Neighborhood Association shall have the right and power to convey Neighborhood Association property and/or easements therein to any grantee for consideration or no consideration.

#### **SECTION 12.05 PROFESSIONAL MANAGEMENT**

At any time prior to the occurrence of the Neighborhood Turnover Date, the Neighborhood Declarant, in the Neighborhood Declarant's sole discretion, may require that the Neighborhood Association continuously employ a professional management company, possessing experience and experienced in the management of home owners associations, to assist the Neighborhood Board in the management and administration of the Neighborhood Association. The cost of such professional assistance shall immediately and automatically be added to the Neighborhood Annual Assessment as a Neighborhood Common Expense. If the Neighborhood Declarant so elects, such professional management shall continue without interruption after the Neighborhood Turnover Date at all times during the existence of the Neighborhood Association.

### **ARTICLE XIII OPTIONAL PLOT SERVICES**

#### **SECTION 13.01 OPTIONAL PLOT SERVICES; BEFORE AND AFTER THE TURNOVER DATE**

Prior to the Turnover Date, and in recognition of the fact that many people want to avoid yard work and other Plot maintenance responsibilities, the Neighborhood Association shall offer each Owner the option of having the Neighborhood Association perform services that are described in section 11.2 below, unless the Neighborhood Board of Directors, unilaterally and in its sole discretion, deems it no longer in the Neighborhood Association's best interests to provide all or some of such services; however, the Neighborhood Board can later renew the provision of some or all of the Optional Plot Services (defined below). After the Turnover Date, the Neighborhood Association shall continue to offer such series, unless the Neighborhood Board of Directors deems it no longer in the Neighborhood Association's best interests to provide all or some of such services, and the Neighborhood Board's decision is approved by a Majority vote of the Owners at an annual or special meeting duly called at which a regular Quorum is present in person or by proxy. In that event, the Neighborhood Board shall suspend or cancel the provision of one or more of the Optional Plot Services (defined herein); however, in like manner and following the same procedure, the Neighborhood Association can later renew the provision of some or all of the Optional Plot Services described below.

#### **SECTION 13.02 OPTIONAL PLOT SERVICES**

For any Owner who elects, in writing, to receive optional Plot services and whose election is accepted by the Neighborhood Board of Directors, the Neighborhood Association shall arrange for the following services (hereafter, "Optional Plot Services"):

- (a) Lawn Care. The Neighborhood Association shall be responsible for mowing the applicable Owner's Plot on an approximately weekly basis, which mowing service will include trimming around obstacles, power edging of driveways, walks and curbs, and cleaning walks and streets of grass clippings and debris. The mowing season generally will commence in April or May and shall generally end in October or November of each year; provided, however, that these time frames, as well as the frequency of mowings, are subject to such change as the Neighborhood Board of Directors shall deem appropriate, in the light of the weather conditions and seasonal changes for a particular mowing season. Lawns shall be mowed to an approximate height of three to three and one-half inches (3"-3 ½"), taking into consideration the recommendations of the lawn mowing provider. The Neighborhood Association will provide pre- and post-emergent weed and grass control for mulch beds, to include weeding of mulch beds. The Neighborhood Association will, in addition, provide broadleaf weed control to turf areas, turf fertilization, and insect control. Also, the Neighborhood Association will provide mulch annually.
- (b) Leaf Removal. The Neighborhood Association shall be responsible for the removal of leaves and other trimmings from the applicable Owner's Plot.
- (c) Snow Removal. For snow falls of three inches (3") of greater, the Neighborhood Association will remove snow from the driveways and sidewalks leading from the driveway on a Plot to the Front door of the Dwelling Unit on such Plot.

Prior to the Turnover Date, the Neighborhood Association shall contract with vendors and service providers for the Optional Plot Services on an annual basis commencing January 1<sup>st</sup>, which contract shall be for a twelve (12) month period of time. However, when the first Owner of a Plot takes title from the Declarant or a Designated Builder and that Owner elects to receive the Optional Plot Services, the Neighborhood Association may contract with the vendors and service providers on a basis through the end of that calendar year.

### SECTION 13.03 PLOT MAINTENANCE ASSESSMENT

A. Any owner who requests the Optional Plot services described above in Section 13.02 shall covenant and agree to pay to the Neighborhood Association an additional assessment that will be referred to as a Plot Maintenance Assessment. The Plot Maintenance Assessment will be in addition to the Neighborhood Annual Assessment and the other Neighborhood Assessments described in Article IV. The Neighborhood Board of Directors shall determine the amount of each Owner's Plot Maintenance Assessment by taking into consideration the size of the Owner's Plot, whether any portions will be inaccessible because of fencing or other obstructions, the amount of turf, trees and shrubs, the square footage of driveways and sidewalks, and any other factors that the Neighborhood Board deems relevant. Thus, the Neighborhood Board shall levy the Plot Maintenance Assessment on a Plot by Plot basis.

Recognizing that the extent and frequency of Optional Plot Services will vary due to things like the weather, the Neighborhood Board of Directors shall have the right to increase or

decrease the Plot Maintenance Assessment that is then in effect without a vote of the Owners, subject to further rules or procedures adopted by the Neighborhood Board.

#### **SECTION 13.04 YEARLY ELECTION**

Each request by an Owner for the provision of Optional Plot Services shall be on an annual basis. Upon receipt of an Owner's request for the provision of the Optional Plot Services, the Neighborhood Board shall calculate the amount of the ensuing year's Plot Maintenance Assessment for that Owner's Plot and shall provide the same to the Owner. The Owner must acknowledge the amount of the Plot Maintenance Assessment on a form prescribed by the Neighborhood Board and return it to the Neighborhood Association's secretary. Upon receipt, a member of the Neighborhood Board or the Neighborhood Association's secretary shall sign the form and return a copy to the Owner signifying the Neighborhood Association's acceptance or rejection of the Owner's request.

#### **SECTION 13.05 MANNER OF PAYMENT**

The Neighborhood Board of Directors shall determine the manner of payment of the Plot Maintenance Assessment, whether in one or more installments.

#### **SECTION 13.06 CONTINUATION AND PRORATION UPON CONVEYANCE OF A PLOT**

When a Plot is conveyed to a new Owner, whether from the Declarant or a subsequent Owner, if the prior Owner opted for the Optional Plot Services, the new Owner shall be deemed to have consented to the continuation of those services for the remainder of the year in which the conveyance occurred. Thus, the new Owner will be responsible for the remainder of the Plot Maintenance Assessment for that time, and cannot cancel the provision of the Optional Plot Services.

Also, the Neighborhood Board of Directors shall have discretion in prorating the Plot Maintenance Assessment, depending upon the time of the year when an Owner takes title to a Plot. For example, if an Owner closes in June as opposed to February, the Neighborhood is in the middle of the grass cutting season. The Neighborhood Board of Directors can take into the account the month of the closing and the balance of services to be provided during the remainder of the Owner's first calendar year of residency. Then, in January of the next year, the Neighborhood Association can put that Owner on an even 12 month payment plan for the Plot Maintenance Assessment.

#### **SECTION 13.07 OWNER IS RESPONSIBLE**

The Neighborhood Board of Directors may, in its sole discretion, unilaterally suspend or cease the Optional Plot Services provided to an Owner's Plot. If the Neighborhood Association so suspends or ceases the Optional Plot Services provided to an Owner's Plot, for non-payment

or for any other reason, that Owner shall immediately be responsible to maintain his or her Plot to satisfy all requirements set forth in this Neighborhood Declaration.

**ARTICLE XIV**  
**DURATION OF COVENANTS AND AMENDMENT OF DECLARATION**

**SECTION 14.01 DURATION OF COVENANTS**

The covenants, reservations, restrictions, and other provisions of this Neighborhood Declaration shall run with and bind the Property and shall inure to the benefit of the Neighborhood Declarant or any Owner subject to this Neighborhood Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term of seventy five (75) years from this date this Neighborhood Declaration is recorded with the Recorder. Upon the expiration of such initial period, this Neighborhood Declaration shall automatically be extended for successive periods of ten (10) years. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Neighborhood Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Neighborhood Declaration if during the last renewal period, three-fourths (3/4) the votes cast at a duly held meeting Neighborhood Members vote in favor of terminating this Neighborhood Declaration at the end of its current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Neighborhood Members vote to terminate this Neighborhood Declaration, the president and secretary of the Neighborhood Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Neighborhood Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate must be signed by all votes cast against such resolution. Said certificate must be signed by all Institutional Mortgages in existence one (1) years prior to the termination of such term or extension agreeing to terminate this Neighborhood Declaration. Said certificate shall be recorded with the Recorder and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Neighborhood Declaration, upon which event this Neighborhood Declaration shall be terminated upon the expiration of the original term or the ten (10) year extension during which such instrument of termination was recorded.

**SECTION 14.02 AMENDMENT**

Until Neighborhood Turnover Date, the Neighborhood Declarant, reserves the exclusive and unilateral right, in its sole discretion and without notice to or the consent of any Person including, without limitation, the Class A Members, to make amendments and modifications to

this Neighborhood Declaration or other Neighborhood Founding Documents, by written instruments recorded with the Recorder, which amendments may include, without limitation, modifications, amendments, and additions to and deletions from the covenants, conditions, restrictions and other provisions of this Neighborhood Declaration. This unilateral and exclusive right of the Master Declarant further specifically includes the right to amend this Neighborhood Declaration to bring additional property and Plots within the Properties, to withdraw property previously submitted to this Neighborhood Declaration, and to change the size or dimension of any Plot without the approval of any Owner or mortgagee so long as that Plot has not been conveyed to an Owner other than the Neighborhood Declarant. After the Neighborhood Turnover Date, This Neighborhood Declaration may be amended at any time by concurrence of two-thirds (2/3) of the voting interests present in Person or by proxy and voting at any annual or special meeting called for the purpose; provided, however, that to be effective any such amendment must be approved, in writing, by the Master Declarant, if any, and the full text of any proposed amendments shall be included in the notice of such Annual or Special Meeting and no amendment shall be effective which is in contravention of the duties, responsibilities or obligations of the Neighborhood Association or Neighborhood Members as provided in this Neighborhood Declaration. No Amendment shall change the Owner's share of liability for Neighborhood Assessments or voting rights unless the Owner consents to the amendment.

**SECTION 14.03 CERTIFICATE AND RECORDING**

A copy of each amendment to this Neighborhood Declaration shall be recorded with the Recorder. The amendment shall be effective when recorded with the Recorder; however, with respect to amendments made after the Neighborhood Turnover Date, the amendment shall not be recorded the Recorder until thirty (30) days after a copy of the amendment was mailed to the Neighborhood Declarant, unless such thirty (30) day period is waived in writing by Neighborhood Declarant.

**SECTION 14.04 AMENDMENT OF PROVISION RELATING TO NEIGHBORHOOD DECLARANT**

As long as the Neighborhood Declarant holds any Plot for sale in the ordinary course of business or any part of the Neighborhood Property, no amendment shall have the effect of changing any provision relating specifically to the Neighborhood Declarant without the Neighborhood Declarant's written consent. Further, no amendment shall be adopted which shall materially impair or prejudice the rights or priorities of Neighborhood Declarant without the prior written consent of Neighborhood Declarant.

**SECTION 14.05 MINOR OR TECHNICAL DEFECT**

Whenever it shall appear to the Neighborhood Association that there is a technical or minor defect, error or omission in the Declaration, the Neighborhood Association, through its Neighborhood Board of Directors, may amend the Declaration in accordance with this Section 14.06. The amendment shall become effective upon the recording of a certificate of amendment with the Recorder.

**SECTION 14.06 SUPPLEMENTAL DECLARATION**

Notwithstanding anything contained in this Neighborhood Declaration, the Neighborhood Declarant, in its sole discretion without the consent of any Owners or the Neighborhood Association may execute and record with the Recorder a Supplemental Declaration to this Neighborhood Declaration declaring additional land within the Neighborhood Property to be subject to all of the terms, conditions, rights and obligations of Owners of Plots or Residences on the Neighborhood Property already committed to this Neighborhood Declaration.

**ARTICLE XV  
GENERAL PROVISIONS:****SECTION 15.01 WAIVER**

Any waiver by Neighborhood Declarant of any provisions of this Neighborhood Declaration of breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

**SECTION 15.02 SEVERABILITY**

In the event that anyone of the provisions of this Neighborhood Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof which shall remain in full force and effect. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Neighborhood Declaration or a reduction in the term of the same by reason of the rule of law known as the "rule against perpetuities" shall in no way affect any other provision hereof, which shall remain in full force and effect for such period of time as may be permitted by law.

**SECTION 15.03 HEADINGS**

The headings of any sections herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.



#### **SECTION 15.04 NOTICES**

Any notices or other communications required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner at the last known address of the Person whose name appears as the Owner on the records of the Neighborhood Association at the time of such mailing; (ii) the Neighborhood Association at 20298 Tomlinson Road, Westfield, IN 46074, or such other address as the Neighborhood Association shall hereafter notify Neighborhood Declarant and all Owners of in writing; and, (iii) Neighborhood Declarant at 20298 Tomlinson Road, Westfield, IN 46074, or such other address or addresses as Neighborhood Declarant shall hereafter notify the Neighborhood Association of in writing. Any notice to the Neighborhood Association of a change in Neighborhood Declarant's address shall be deemed notice to the Owners.

#### **SECTION 15.05 CONTEXT**

Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereto and vice versa.

#### **SECTION 15.06 MANAGEMENT**

The Neighborhood Association, pursuant to a resolution duly adopted by its Neighborhood Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Neighborhood Board from time to time.

#### **SECTION 15.07 WITHDRAWAL**

The Neighborhood Declarant reserves the unilateral right in its sole discretion to amend this Neighborhood Declaration for the purpose of removing any portion of the Neighborhood Property, which has not yet been improved with Residences, from the coverage of this Neighborhood Declaration. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Neighborhood Declarant.

#### **SECTION 15.08 ATTORNEY'S FEES**

Any provision herein for the collection or recovery of attorney's fees shall be deemed to include, but not be limited to, the collection of court costs and attorney's fees for the attorney's services at all trial and appellate levels and during post judgment proceedings and, unless the

context clearly indicates a contrary intention, shall include the recovery of such fees and costs whether or not suit is instituted.

**SECTION 15.09 INTERPRETATION**

In the event of a conflict between the provisions of this Neighborhood Declaration and the Neighborhood Association, the provisions of this Neighborhood Declaration shall control. In the event of a conflict between this Neighborhood Declaration and the Master Declaration, the Master Declaration shall control.

**SECTION 15.10 EXECUTION**

This Neighborhood Declaration is executed below by Chatham Hills LLP (i) as the Neighborhood Declarant and (ii) for the sole purpose of evidencing the consent by the Master Declarant to this Neighborhood Declaration, as the Master Declarant.

(signature page follows)

**Chatham Hills LLP, an Indiana limited liability partnership**

Henke Development Group, LLC, an Indiana limited liability company, general partner

By: *Steven H. Henke*  
Steven H. Henke, member

Date: April 9, 2015

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF HAMILTON    )

Before me, a Notary Public in and for said County and State, Personally appeared Steven H. Henke, a member of Henke Development Group, LLC the general partner of Chatham Hills LLP, this 9<sup>th</sup> day of April, 2015 and acknowledged the execution of the foregoing Neighborhood Declaration for and on behalf of said entity.

My Commission Expires:  
9/18/2021

*Jilenna L. Cloys*  
Notary Public

Residing in Hamilton  
County, Indiana

Jilenna L. Cloys  
Printed Name



This instrument prepared by and return to Charles D. Frankenberger, Nelson & Frankenberger, 3105 East 98<sup>th</sup> Street, Suite 170, Indianapolis, IN 46280.

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

**EXHIBIT "A"**

Part of the Northwest and Southwest Quarters of Section 24, Township 19 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Northwest Quarter; thence South 88 degrees 24 minutes 54 seconds West 826.02 feet along the south line of said Northwest Quarter (the basis of bearings is the Indiana State Plane Coordinate System, East Zone) to the POINT OF BEGINNING; thence South 00 degrees 14 minutes 52 seconds West 67.55 feet; thence South 33 degrees 44 minutes 25 seconds West 36.34 feet; thence South 04 degrees 43 minutes 06 seconds West 65.20 feet; thence South 00 degrees 14 minutes 52 seconds West 65.00 feet; thence South 11 degrees 08 minutes 15 seconds West 76.38 feet; thence South 28 degrees 34 minutes 37 seconds West 85.20 feet; thence South 30 degrees 11 minutes 13 seconds West 86.55 feet; thence South 00 degrees 58 minutes 17 seconds West 75.01 feet; thence South 51 degrees 02 minutes 58 seconds East 38.67 feet; thence South 11 degrees 25 minutes 21 seconds East 41.68 feet; thence South 08 degrees 01 minute 36 seconds West 65.60 feet; thence South 29 degrees 39 minutes 22 seconds West 74.61 feet; thence South 01 degree 35 minutes 27 seconds East 34.22 feet; thence South 88 degrees 24 minutes 33 seconds West 218.30 feet to the west line of the parcel conveyed to Chatham Hills, LLP in Instrument Number 2014-50163, on file in the Office of the Recorder of Hamilton County, Indiana; thence North 00 degrees 14 minutes 53 seconds East 1,229.97 feet along the west line of said Chatham Hills parcel and the west lines of the parcels conveyed to Chatham Oaks in Instrument Numbers 2014-02548, 2013-03056, 2012-02543 and 2011-12100, on file in the Office of said Recorder; thence South 89 degrees 44 minutes 58 seconds East 107.87 feet; thence northerly 26.47 feet along a curve to the left having a radius of 357.00 feet and subtended by a long chord having a bearing of North 15 degrees 53 minutes 16 seconds West and a length of 26.47 feet; thence North 18 degrees 00 minutes 44 seconds West 24.30 feet; thence northwesterly 31.22 feet along a curve to the left having a radius of 20.00 feet and subtended by a long chord having a bearing of North 62 degrees 43 minutes 36 seconds West and a length of 28.14 feet; thence easterly 10.23 feet along a curve to the left having a radius of 1,026.02 feet and subtended by a long chord having a bearing of North 72 degrees 16 minutes 24 seconds East and a length of 10.23 feet; thence North 71 degrees 59 minutes 16 seconds East 214.08 feet; thence South 18 degrees 00 minutes 44 seconds East 150.00 feet; thence South 02 degrees 35 minutes 34 seconds West 118.80 feet; thence South 00 degrees 14 minutes 52 seconds West 284.13 feet; thence South 35 degrees 51 minutes 40 seconds East 42.65 feet; thence South 00 degrees 14 minutes 52 seconds West 17.68 feet to the POINT OF BEGINNING. Containing 8.870 acres, more or less.

**EXHIBIT "B"**

**"FAUX GATES"** shall mean gates which do not function and which exist on Shared Drives, Private Streets, Private Roads or Public Streets.

**"FUNCTIONING GATES"** means functioning gates located on Private Streets, Private Roads and Shared Drives, only.

**"MASTER DECLARATION"** means the Master Declaration of General Protective Covenants, Conditions and Restrictions of the Chatham Hills recorded with the Recorder of Hamilton County, Indiana on the 10<sup>th</sup> day of April as instrument number 2015016751.

**"NEIGHBORHOOD"** means comprising the Neighborhood Property more particularly described on Exhibit "A", which is committed by this Neighborhood Declaration to the provisions hereof and any additional real estate which may hereafter be declared to be subject to this Neighborhood Declaration and all improvements made to such land, including Residences, Neighborhood Common Areas, if any, and Plots.

**"NEIGHBORHOOD ASSESSMENT" OR "NEIGHBORHOOD ASSESSMENTS"** means those charges made by the Master Association against a particular Owner and his Plot in accordance with this Master Declaration and secured by a lien against such Plot. Assessments are further described and defined in Article IV above and include, without limitation:

- A. "Neighborhood Annual Assessment" means the assessment described in Section 4.02 above.
- B. "Neighborhood Supplemental Assessment" means the assessment described in Section 4.03 above.
- C. "Neighborhood Special Assessment" means the assessment described in Section 4.04 above.
- D. "Neighborhood Onetime Assessment" means the assessment described in Section 4.07 above.
- E. "Neighborhood Individual Assessment" means the assessment described in Section 4.06 above.

**"NEIGHBORHOOD ASSOCIATION"** means Hampton Park at Chatham Hills Neighborhood Association, Inc., an Indiana not for profit corporation, its successor and assigns, as defined in the Neighborhood Declaration.

**"NEIGHBORHOOD BOARD" and "NEIGHBORHOOD BOARD OF DIRECTORS"** means the Board of Directors of the Neighborhood Association.

**"NEIGHBORHOOD COMMON EXPENSES"** means all expenses incurred to fulfill the obligations of the Neighborhood Association per the terms of this Neighborhood Declaration including, without limitation, the Neighborhood Common Expenses set forth in Section 4.2.2 above.

**"NEIGHBORHOOD DECLARANT"** means CHATHAM HILLS LLP, and Indiana limited liability partnership, presently having its principal place of business in Hamilton County, Indiana, and its successors or assigns. Provided, however, that an Owner shall not, solely by the purchase of a Residence, be deemed a successor or assign of Neighborhood Declarant or of the rights of the Neighborhood Declarant under this Neighborhood Declaration unless such Owner is specifically so designated as a successor or assignee of such rights in the respective instrument of conveyance or any other instrument executed by the Neighborhood Declarant. With respect to all or part of the Neighborhood Property, the Neighborhood Declarant shall have the right to expressly designate, in writing, any other party or entity as a successor Neighborhood Declarant, and if such designation occurs, the designated party or entity shall succeed to all of the Neighborhood Declarant's rights and powers as set forth in the Neighborhood Founding Documents.

**"NEIGHBORHOOD DECLARATION"** means this Neighborhood Declaration of Covenants, Conditions and Restrictions for The Hampton Park at the Chatham Hills, as it may be amended from time to time.

**"NEIGHBORHOOD DIRECTOR(S)"** means the members, collectively, or a member, singularly, of the Neighborhood Board of Directors.

**"NEIGHBORHOOD FOUNDING DOCUMENTS"** means this Neighborhood Declaration and all exhibits hereto, as the same may be amended from time to time, together with the Articles, Minutes, Bylaws, and Rules and Regulations of the Neighborhood Association.

**"NEIGHBORHOOD MEMBER"** means Persons who are members of the Neighborhood Association, comprising all Class A Neighborhood Members and the Class B Neighborhood Member, as provided in this Neighborhood Declaration, and the Articles of Incorporation and Bylaws of the Neighborhood Association.

**"NEIGHBORHOOD RULES AND REGULATIONS"** means the administrative rules and regulations governing procedures for administering the Neighborhood Association and the Properties as adopted by resolution of the Neighborhood Board of Directors.