

LEGEND

- B.S.L. BUILDING SETBACK LINE
- D&U.E. DRAINAGE AND UTILITY DRAINAGE
- CH CHORD DISTANCE
- 5/8" IRON PIN (18" LONG)
- CONCRETE MONUMENT (4"x 4"x 48")
- N.R. NON-RADIAL LINE

NOTE: ALL LOT CORNERS TO BE MARKED WITH IRON PIN

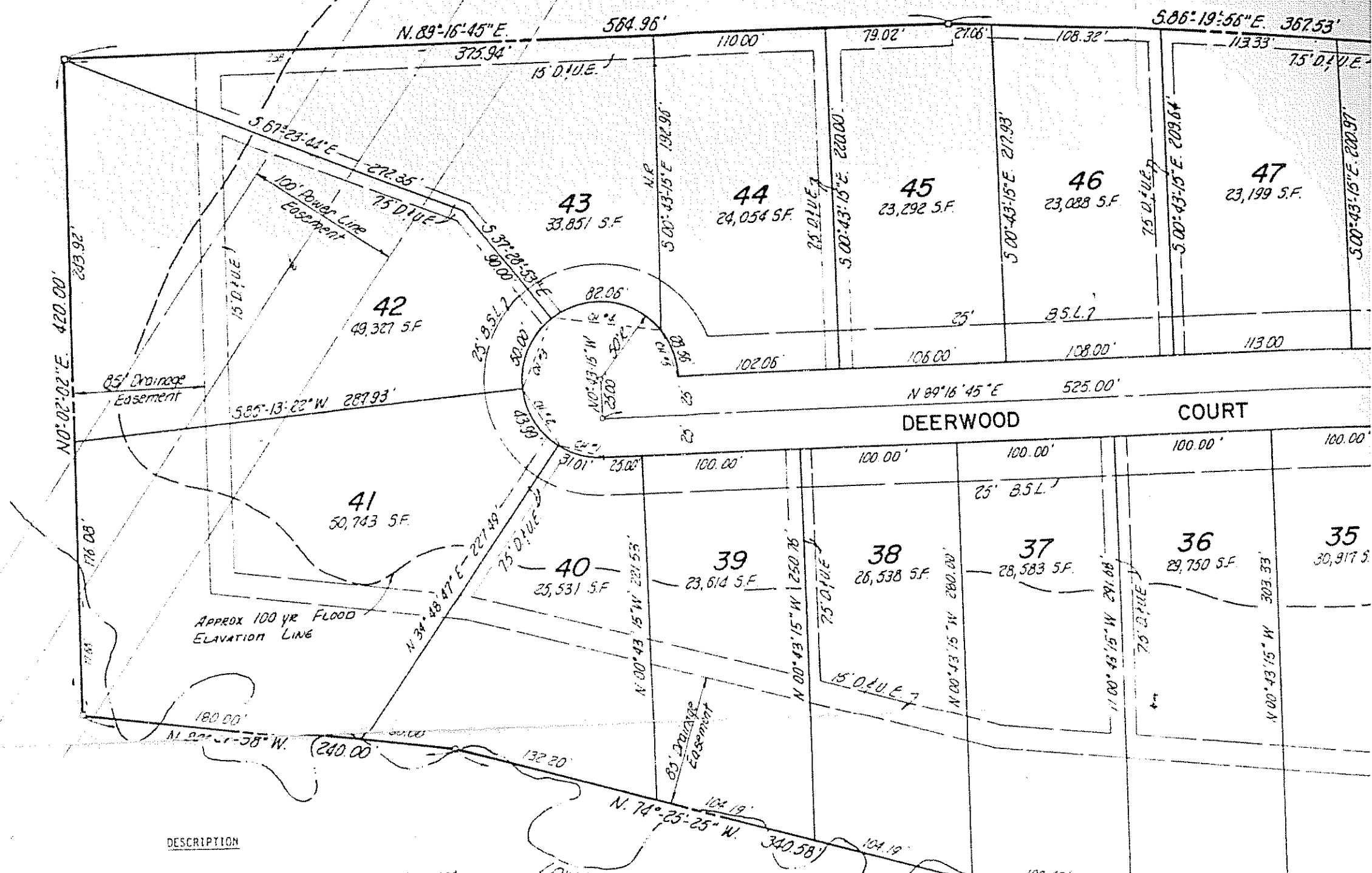
DEERWOOD

SECOND SECTION

WHITE RIVER TOWNSHIP - JOHNSON COUNTY, INDIANA

THIS INSTRUMENT PREPARED BY :

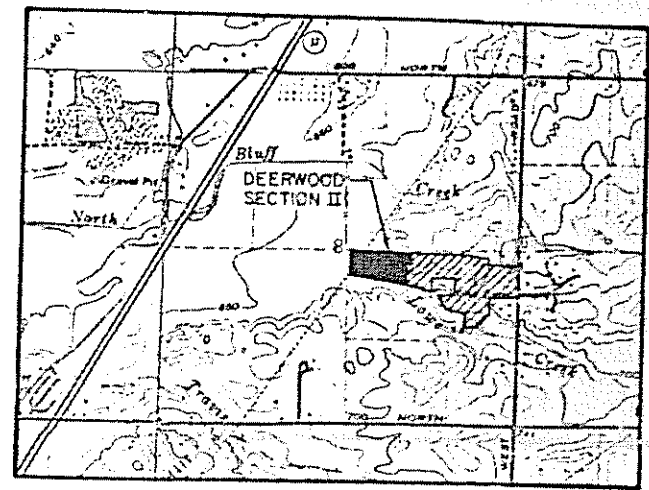
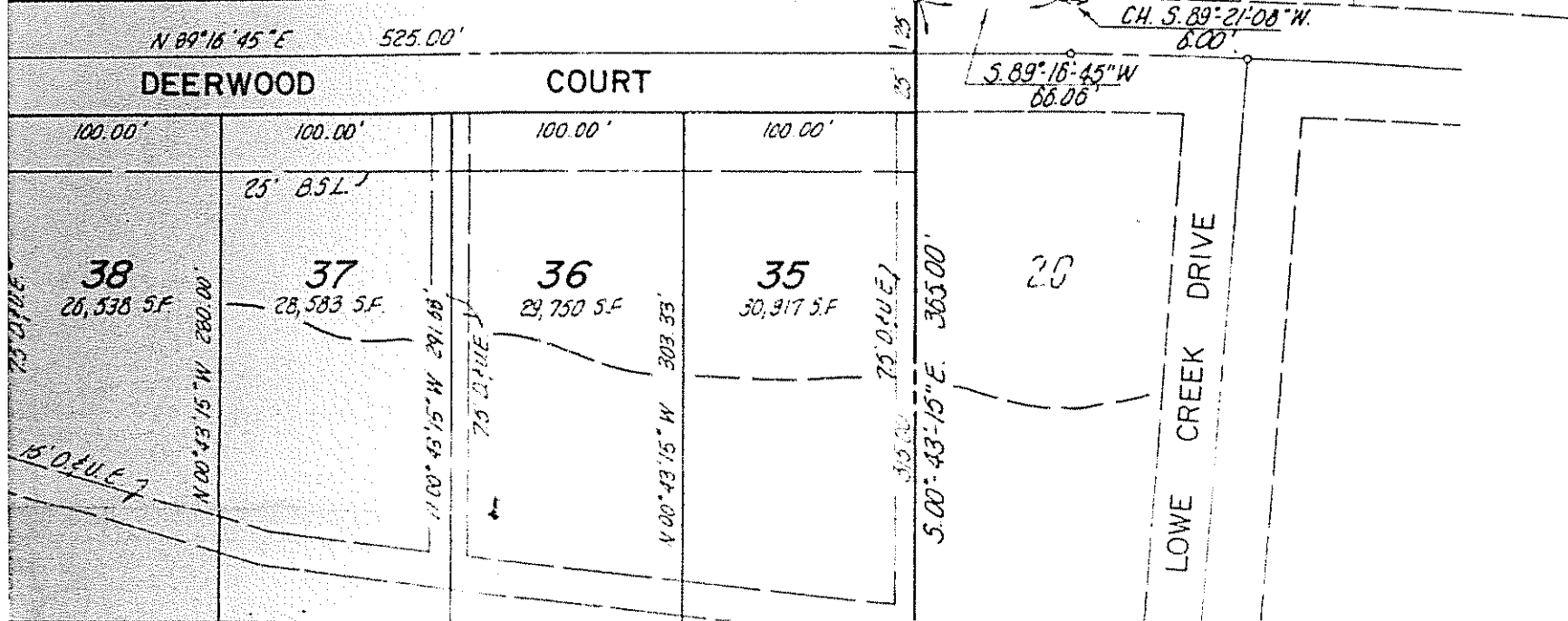
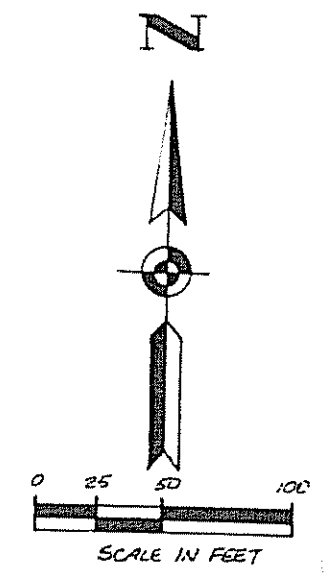
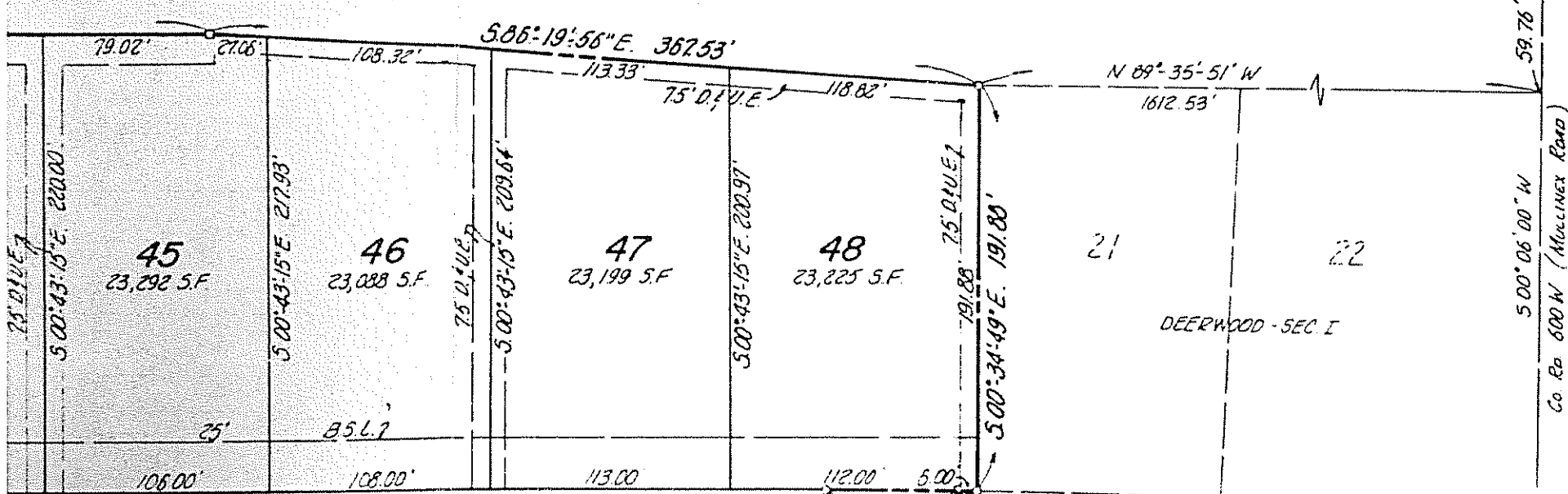
FRANKLIN ENGINEERING COMPANY
151 WEST JEFFERSON STREET
FRANKLIN, INDIANA 46131
PHONE : (317) 736-7168



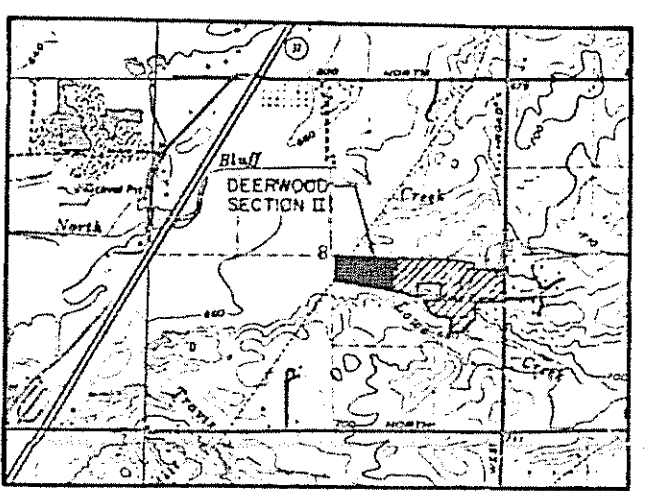
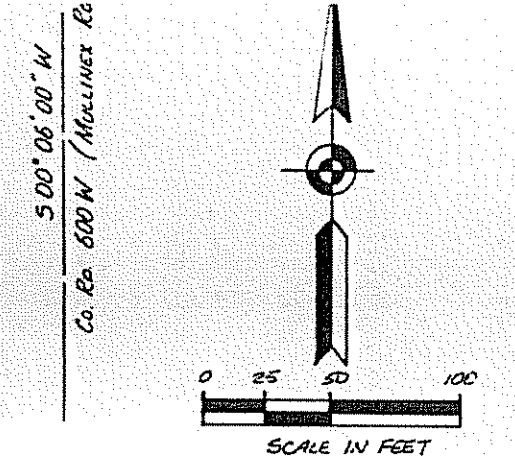
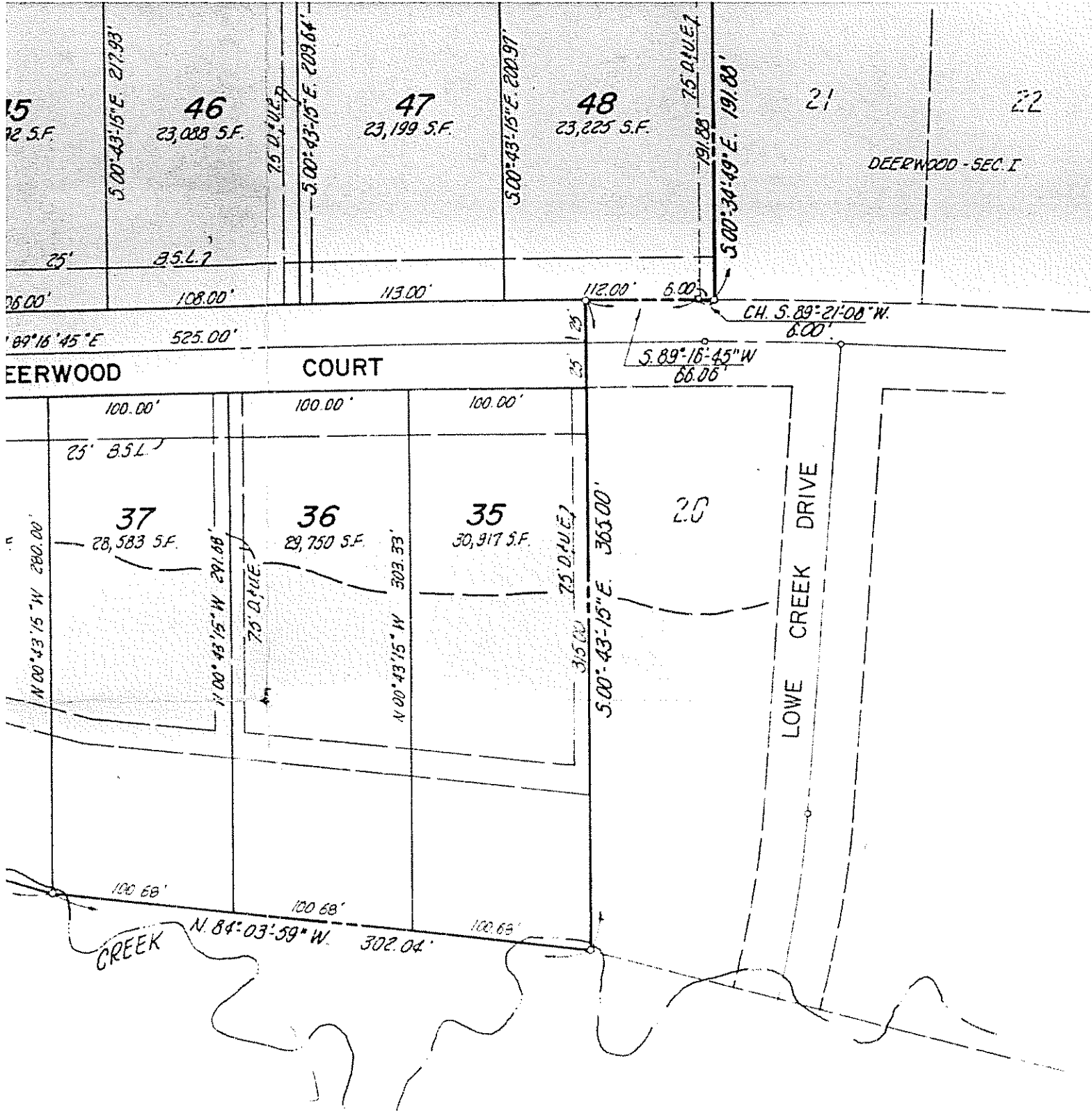
Incl

DESCRIPTION

N.E. Cor., S.E. 1/4
Sec. 8, T13N, R3E



LOCATION MAP



LOCATION MAP

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RESTRICTIVE COVENANTS

The undersigned, DANIEL R. NICHOLS AND ASSOCIATES, by its duly authorized representative, Daniel R. Nichols, Partner, owner of the attached described real estate, hereby lay off, plat and subdivide said real estate described in the attached, in accordance with the plat and certificate.

This subdivision shall be known and designated as "Deerwood, Second Section".

The streets, if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground marked "Utility and Drainage Strips" shown on the plat which are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this subdivision shall take their titles subject to the easements hereby created and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created, and no permanent structure of any kind, and no part thereof, except fences, shall be built, erected or maintained on said "Utility and Drainage Strips".

There are strips of ground marked "Drainage Easement" which are hereby reserved for the installation and maintenance of drainage improvements. Purchasers of lots in this subdivision shall take their title subject to the easement hereby created, and subject at all times to the proper authorities and the easement hereby created and no permanent structure of any kind shall be built, erected or maintained on said "Drainage Easement".

All lots in this subdivision by present and future owners or occupants shall be subject to the following conditions and restrictions, which shall run with the land.

1. No lot shall be used except for residential purposes and no building shall be erected, altered, or placed on any lot, other than one detached single family dwelling (1) cars. Garages with open sides shall not be permitted.
2. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porch and garages, shall be not less than 1500 square feet for a one story dwelling, nor less than 900 square feet for a dwelling of more than one story; two-story dwellings shall contain at least 900 square feet on each floor.
3. No building shall be located on any lot nearer to the front lot line or nearer the side street line than the minimum building set-back lines as shown on the recorded plat. No building shall be located nearer than 10 feet to a wide yard line, and the total side yard set-back (both sides) must be at least 25 feet. No building shall be erected closer than 20 feet to the rear lot line. Unless otherwise approved by the Architectural Control Committee, as to use, location and harmonious design, no garage or storage building may be constructed separate and apart from the main dwelling.
4. Certain additional rights and restrictions of use are placed on each lot or common area within the attached plat. These restrictions are embodied in a document forming a Not-for-profit homeowners association, entitled "Declaration of Covenants & Restrictions." This association is formed for the purpose of: 1) maintaining street lighting; 2) maintaining community park and other common areas; 3) maintaining entryways and parkways; and 4) maintaining landscaping. Recorded as Instrument Number 2778 in Book 236 on May 11, 1977 in the Office of the Recorder of Johnson County, Indiana.
5. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall or mail box and post shall be erected, placed, or altered on any lot unless approved by the Architectural Control Committee. Approval shall be provided in Part 7.
6. The Architectural Control Committee is composed of three members, appointed by the developer. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owner, of 90 percent of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.
7. The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within ten (10) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
8. With written approval of the Architectural Control Committee, and wherein the opinion of said Committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than above provided, but not nearer than 25 feet to any street line.
9. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
10. No construction...

yard set-back (both sides) must be at least 25 feet. No building shall be erected closer than 20 feet to the rear lot line. Unless otherwise approved by the Architectural Control Committee, as to use, location and harmonious design. No garage or storage building may be constructed separate and apart from the main dwelling.

4. Certain additional rights and restrictions of use are placed on each lot or common area within the attached plat. These restrictions are embodied in a document forming a Not-for-profit homeowners association, entitled "Declaration of Covenants & Restrictions." This association is formed for the purpose of: 1) maintaining street lighting; 2) maintaining community park and other common areas; 3) maintaining entryways and parkways; and 4) maintaining landscaping. Recorded as Instrument Number 3776 in Book 53 on May 11, 1971 in the Office of the Recorder of Johnson County, Indiana.

5. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall or mail box and post shall be erected, placed, or altered on any lot unless approved by the Architectural Control Committee. Approval shall be provided in Part 7.

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8. With written approval of the Architectural Control Committee, and wherein the opinion of said Committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a street than above provided, but not nearer than 25 feet to any street line.

9. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as residence--either temporarily or permanently. The exterior surface of all buildings shall have the written approval of the Architectural Control Committee. All dwellings shall contain a garbage disposal unit. Outside trash burners will not be permitted.

11. No sign of any kind shall be displayed to the public view on any lot, except signs used by a builder to advertise the property during the construction and sales period. Signs advertising property for sale or rent are specifically prohibited. Violation of this sign restriction will result in \$50.00 per day liquidated damages.

12. No oil drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, runnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot. All gas and oil tanks must be concealed.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

14. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Antennas, masts, or towers of any kind will not be permitted on any lot or outside any dwelling, unless first approved by the Architectural Control Committee.

15. No fence, wall, hedge or shrub planting which obstructs the sight lines at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No driveway shall be located within 40 feet of the intersection of two street lines.

16. Each lot shall be kept in a neat and pleasing manner. Campers, recreational vehicles or boats or any kind may not be stored or parked on any lot outside the main dwelling or garage. All basketball backboards and any other fixed games and play structures shall be located behind the front foundation line of the main structure and within lot setback lines. It is the intention of this restriction to assure that lots and surroundings present a park-like appearance.

17. No individual water supply system or sewage disposal system shall be permitted on any lot without prior written approval by Johnson County and will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health.

18. Any field tile or underground drain which is encountered in construction of any improvements within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

19. Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any lot. Above the ground swimming pools shall not be permitted or constructed on any lot.

20. The finished yard elevations at the house site on lots in this subdivision shall be not lower than the elevations shown on the general development plan.

21. Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Johnson County Drainage Board. Property owners must maintain these swales as sodded grassways, or other non-croding surfaces, water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches by such appropriate sized culverts or other approved structures have been permitted by the County Drainage Board. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the Johnson County Drainage Board will cause said repairs to be accomplished, and the bill for said repairs will be sent to the affected property owner for immediate payment.

22. All costs and fees of litigation resulting from violation of these covenants shall be the financial responsibility of the lot owner or owners found to be in violation.

23. These restrictions are hereby declared to be covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless at any time after 15 years following the date of recordation, an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

24. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenants against the restraint violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenants shall not be considered as a waiver of the right to enforce any covenant herein, thereafter.

WITNESS MY HAND AND SEAL THIS 19th DAY OF November, 1985

STATE OF INDIANA)
COUNTY OF JOHNSON)

Before me, the undersigned, a notary public in and for said county and state personally appeared Daniel R. Nichols, General Partner, and acknowledged the execution of the foregoing as his voluntary act and deed.

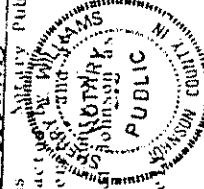
WITNESS my hand and notarial seal this 19th day of November, 1985.

MY COMMISSION EXPIRES May 5, 1989. Sherry J. Williams
Sherry J. Williams, Notary Public
General Assembly State of Indiana, by Chapter 49, Acts of 1947, enacted by the Indiana General Assembly, and all acts amendatory thereof, and in effect on the date of my commission in Johnson, Indiana; this plan was given approval by the County Board of Johnson, Indiana.

APPROVED by the Johnson County Plan Commission at a meeting held November 4, 1985.

Ron Eastburn, President

Rick Chase, Secretary



parts will be sent to the affected property owner for immediate payment.
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WITNESS MY HAND AND SEAL THIS 19TH DAY OF November, 1985

Daniel R. Nichols, Partner
DANIEL R. NICHOLS, PRESIDENT

STATE OF INDIANA)
COUNTY OF JOHNSON)

Before me, the undersigned, a notary public in and for said county and state personally appeared Daniel R. Nichols, General Partner, and acknowledged the execution of the foregoing as his voluntary act and deed.

WITNESS my hand and notarial seal this 19TH day of November, 1985.

MY COMMISSION EXPIRES April 5, 1987. Sherry G. Williams
Sherry G. Williams
Notary Public

Under authority provided by Chapter 14, Acts of 1947, enacted by the General Assembly of Indiana, and all acts amendatory thereto, the Board of County Commissioners of Johnson County, Indiana, at a meeting held on the following:

November 4, 1985.

Bill Eastburn

Bill Eastburn, President

Rick Chase

Rick Chase, Secretary

Under authority provided by Chapter 47, Acts of 1951, the General Assembly of Indiana, this plat was given approval by the Board of County Commissioners of Johnson County, Indiana, at a meeting held on the

18 day of Nov, 1985.

Raymond Ferrill Maurice McCarty William A. Ray
Raymond Ferrill Maurice McCarty William A. Ray

APPROVED BY the Johnson County Drainage Board this 18th day of November, 1985.

Russell H. Ferrill Maurice McCarty William A. Ray
Russell H. Ferrill Maurice McCarty William A. Ray

ENTERED FOR TAXATION THIS 22 DAY OF November, 1985

Salley E. Hignoh
Salley E. Hignoh, Auditor
Johnson County, Indiana

17405

NO. 17405
RECEIVED FOR RECORD THIS 22 DAY OF November, 1985
at 4:28 P.M. AND RECORDED IN PLAT BOOK NO. 125-126.
PAGE NO. 125-126.

Shirley Pitts
Shirley Pitts, Recorder
Johnson County, Indiana

PREPARED BY FRANKLIN ENGINEERING COMPANY

3736

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR DEERWOOD ASSOCIATION, INC.,
A NOT-FOR-PROFIT CORPORATION

THIS DECLARATION made this 21st day of March, 1984, by DANIEL R. NICHOLS & ASSOCIATES, an Indiana General Partnership, hereinafter referred to alternatively as the "Developer" and/or "Declarant".

W I T N E S S E T H :

WHEREAS, the Developer is the owner of certain real property, hereinafter described, in White River Township, Johnson County, Indiana, and desires to create thereon a residential subdivision with a permanent park and playground area, open spaces and other common areas and amenities for the benefit of the owners and residents of the homes in the subdivision; and

WHEREAS, the Developer desires to provide for the preservation of the values of the properties and amenities within the subdivision and for the maintenance of the said park-playground, open spaces and common areas and facilities, and to this end, desires to subject the real property described in this Declaration, together with such additions as may hereafter be made thereto, as provided herein, to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is for the benefit of the said property and each owner thereof; and

WHEREAS, the Developer deems it desirable, for the efficient preservation of the said values and amenities in the subdivision, to create an entity to which should be delegated and assigned the power of maintaining and administering the common properties, amenities and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

True Record 56 pg 813

WHEREAS, the Developer has incorporated under the laws of the State of Indiana, as a not-for-profit corporation, Deerwood Association, Inc., for the purpose of exercising the above-mentioned functions, all as set forth herein.

NOW, THEREFORE, Daniel R. Nichols & Associates declares that the real estate described in Article II of this Declaration, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, assessments, charges and liens (sometimes hereinafter referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Corporation" shall mean and refer to Deerwood Association, Inc.
- (b) "The Properties" shall mean and refer to all such properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.
- (c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Dwelling Unit" shall mean and refer to any portion of a building designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Dwelling Unit situated upon The Properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgages unless and until such mortgages has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Subdivision" shall mean and refer to Deerwood Subdivision as platted and approved by the Johnson County Plan Commission and County Commissioners.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied, subject to this Declaration, is located in White River Township, Johnson County, Indiana, and is more particularly described as follows:

(H.I. legal for entire subdivision)
attached as Exhibit "A" and incorporated
by reference.)

All of which said property shall hereinafter be referred to as "the Properties".

Section 2. Easements to Owners. Declarant hereby grants an easement in favor of each Owner for the use, enjoyment, and benefit of the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 3. Covenant to Convey Common Properties. Declarant hereby covenants and declares that all areas within the Subdivision now owned by it which are not included in the definition of "Lot" and have not been dedicated to the public for

street rights-of-way or other easement purposes, shall be conveyed to the Corporation as and for the Common Properties, at such time after Declarant has sold and conveyed ninety percent (90%) of the Lots in the Subdivision to initial Owners as, in the discretion of the Declarant, will be in the best interests of the Owners and the Subdivision, by a general warranty deed free and clear of all liens and encumbrances, except the lien of current taxes, rights-of-way, the provisions of these covenants and restrictions and other easements and restrictions of record. Declarant may, in its sole discretion, convey the said Common Properties to the Corporation prior to the sale and conveyance of ninety percent (90%) of the Lots in The Properties, should Declarant determine such conveyance to be in the best interests of the Owners and the Subdivision.

Section 4. Additions to the Properties. Additional lands may become subject to this Declaration in the following manner:

(a) Upon approval in writing of the Corporation pursuant to Article 6 of its Articles of Incorporation or any amendment thereof, the Owner of any property who is desirous of adding it to the jurisdiction of the Corporation, may file of record a Supplementary Declaration of Covenants and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such property. A Supplementary Declaration adopting by reference the provisions of this Declaration in its entirety shall be sufficient to conform with this Section. In addition, such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration

revoke, modify or add to the covenants established by this Declaration within The Properties.

(b) Upon a merger or consolidation of the Corporation with another corporation, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated corporation or, alternatively, The Properties, rights and obligations of another corporation may, by operation of law, be added to The Properties, rights and obligations of the Corporation as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration with The Properties, except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE CORPORATION

Section 1. Membership. Every person or entity who is a record owner of a fee interest in any Lot which is part of The Properties and which is subject by covenants of record to assessment by this Corporation shall be a member of the Corporation, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Corporation shall have two (2) classes of voting membership:

Class A. Class A members shall be all those Owners as defined in this Article III, Section 1, with the exception of Daniel R. Nichols & Associates. Except as otherwise set forth in the Articles of Incorporation, Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by this Article III, Section 1. When more than one person hold such interest or interests in any Lot, all such

persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be Daniel R. Nichols & Associates. The Class B member shall be entitled to one (1) vote for each Lot in which it holds the interest required for membership by Article III, provided, however, that the Class B membership shall be cancelled and ceases to exist upon conveyance of the Common Properties from Declarant to the Corporation.

ARTICLE IV

COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned by it within The Properties hereby covenants and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Corporation: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessment to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessment levied by the Corporation shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the

residents in The Properties and in particular, for the improvement and maintenance of property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties including, but not limited to, the payment of taxes and insurance for the Common Properties, installation and maintenance of street lights, the grass cutting, yard maintenance and snow removal of the Common Properties, and adjacent street rights-of-way, payment of applicable utility charges and repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision for the Common Properties, right-of-way areas, and all recreational facilities located thereon, all as may be approved by the Board of Directors, from time to time.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January, 1986, the annual assessment shall be One Hundred Forty Four Dollars (\$144.00) per Lot owned by Class A members of the Corporation. From and after January 1st, 1986, the annual assessment may be increased by vote of the members of the Corporation, as hereinafter provided, for the next succeeding two (2) years and at the end of each such period of two (2) years for each succeeding period of two (2) years. Notwithstanding the foregoing, lots within The Properties owned in fee by the Class B members shall not be subject to annual assessments as provided herein, however, the developer shall participate in and contribute to the expense of maintaining the Common Properties and right-of-way areas, as may be reasonably required in the best interests of The Properties.

The Board of Directors of the Corporation may, after consideration of current maintenance costs and future needs of the Corporation, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessments for Capital Improvements.
In addition to the annual assessments authorized by Section 3 hereof, the Corporation may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or

reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of each class of its membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Corporation may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of each class of its membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger of consolidation in which the Corporation is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding

meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Corporation to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the Properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment, which resolution may authorize payment in equal installments no less often than monthly, provided the entire special assessment is paid during the calendar year to which it is applicable.

Section 8. Duties of the Board of Directors. The Board of Directors of the Corporation shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of The

Properties and assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent out to every Owner subject thereto.

The Corporation shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Corporation, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Fund for Capital Expenditures. All sums assessed by the Corporation shall be determined and established by using generally accepted accounting principles approved on a consistent basis and shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas and facilities, which funds shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas and facilities. The said fund for capital expenditures in repair and replacement of Common Areas and facilities shall be maintained in a separate interest bearing account with a bank or savings and loan association authorized to conduct business in Johnson County, Indiana. Assessments collected for contribution to this fund shall not be subject to Indiana gross income tax or adjusted gross income tax.

Section 10. Effect of Nonpayment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of Corporation. If the assessments are not paid on the date or dates when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together

with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, successors and assigns. If, under Section 7 installment payments of special assessments have been authorized, then failure to pay any one installment within ten (10) days after the due date shall accelerate the payment of all installments and the entire unpaid balance of such assessment shall immediately become due and owing without further notice. The Grantee of any Lot in the Properties shall be jointly and severally liable with the Grantor for all unpaid assessments against the latter for his share of the Common Properties' expenses, as herein provided, incurred up to the time of the conveyance, without prejudice, however, to the Grantees' right to recover from the Grantor the amounts paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the Corporation setting forth the amount of unpaid assessments against the Grantor and such Grantee shall not be liable for, nor shall the Lot so conveyed be subject to a lien for any unpaid assessments against the Grantor in excess of the amount certified by the Corporation to the Grantee.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of thirteen percent (13%) per annum, and the Corporation may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 11. Subordination of Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 12. "Junior Lien" Provision. If any promises subject to the lien hereof shall become subject to the lien of a mortgage or deed of trust (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage or deed of trust; and (2) the foreclosure of the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of foreclosure by the mortgagor shall not operate to affect or impair the lien hereof, but said charges as shall have accrued up to the foreclosure on the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust with the foreclosure purchaser or deed in lieu Grantee taking title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE V

INCORPORATION OF PLAT RESTRICTIVE COVENANTS

The Developer has caused to be executed and placed of record with the Recorder of Johnson County, Indiana, certain Restrictive Covenants governing construction upon and the use of all Lots

within The Properties; and here declares that those said Restrictive Covenants of Deerwood, First Section, and all subsequent restrictive covenants recorded in connection with the platting of subsequent sections of Lots within The Properties are hereby incorporated in this Declaration and thus may be enforced by the undersigned and the Corporation as these Covenants are enforced.

Lot Number 7 shall be exempt from Restriction #13 regarding livestock as written in the restrictive covenants of record for Deerwood, First Section. This exemption shall allow horses to be kept on the rear two thirds of lot #7.

ARTICLE VI

GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Daniel R. Nichols & Associates, the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by Daniel R. Nichols & Associates, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no

way affect any other provisions which shall remain in full force and effect.

Section 4. Payment of Fees and Expenses of Litigation.

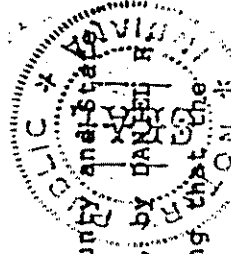
Class A members and others acting for, on behalf of, or through any Class A member violating the terms and restrictions of these Covenants shall be responsible for and pay all professional fees and expenses for any litigation, arbitration or other proceedings, including negotiations, and time and services otherwise incurred in enforcing the terms and provisions of this Declaration and/or the Restrictions of the Plat of Deerwood and the collection of assessments and other sums due by these provisions.

IN WITNESS WHEREOF, the Declarant, Daniel R. Nichols & Associates, has caused this document to be executed by one of its General Partners the day, month and year first mentioned.

DANIEL R. NICHOLS & ASSOCIATES

By *Daniel R. Nichols*
DANIEL R. NICHOLS, Partner

STATE OF INDIANA)
)SS:
COUNTY OF MARION)



Before me, a Notary Public in and for said County and State, personally appeared DANIEL R. NICHOLS & ASSOCIATES, by DANIEL R. NICHOLS, who executed the within Declaration stating that the representations therein contained are true and correct to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal this 26th day of April, 1984.

My Commission Expires: Sept. 28, 1984
Michele Schreder Notary Public
MICHELE SCHREDER
County of Residence: Marion

This Instrument Prepared By:
MICHAEL J. KIAS
FORBES, KIAS & PENNAMPED, P.C.
231 East Ohio Street
Indianapolis, IN 46204
Phone: (317) 634-7094

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BOOK 56 PAGE 813
S. KATHRYN PITTS
JOHNSON COUNTY RECORDER