

DECLARATION OF COVENANTS
AND RESTRICTIONS

BOOK 261 PAGE 87

This Declaration made this 27 day of September,
1972, by SCHWITZ & THOMPSON INC.
(hereinafter referred to as "Declarant").

This instrument Recorded Sept 27 1972
OFF. H. HENCK, RECORDER HAMILTON COUNTY, IND.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real estate in Hamilton County, State of Indiana more particularly described in Exhibit "A" attached hereto (which real estate is sometime hereinafter called "Original Real Estate"), except such portions of the Original Real Estate as have been conveyed by Declarant to the persons hereinafter designated as "Other Signatories"; and

WHEREAS, Declarant and Other Signatories intend to create on the Original Real Estate a residential community with recreational areas, a lake, open spaces and other common facilities for the benefit of such residential community and certain other persons; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and the common facilities therein contained, and, to this end, Declarant and Other Signatories desire to subject the Original Real Estate (together with such Additional Real Estate, as hereinafter defined, and such Supplemental Real Estate, as hereinafter defined, as may be hereafter made subject to some or all the terms hereof) to certain rights, privileges, covenants, restrictions, easements, charges and liens, each and all to the extent herein provided, for the benefit of the Original Real Estate and any Additional Real Estate and Supplemental Real Estate, and each owner of all or part thereof.

NOW, THEREFORE, Declarant and other Signatories declare that the Original Real Estate and all Real Estate which becomes Additional Real Estate is and shall be held, transferred, sold, conveyed and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, charges and liens hereinafter set forth:

ARTICLE I.

Definitions

Section 1. The following words when used herein or in any supplement or amendment hereto shall have the following meaning, and such definitions may not be changed by supplement or amendment:

- (a) "The Woodlands Property" shall mean and refer to The Original Real Estate and all Additional Real Estate (all as herein defined);
- (b) "Common Properties" shall mean or refer to all areas of land and water shown on any recorded subdivision plat of the Original Real Estate which are not Lots, whether such plat is heretofore or hereafter recorded. Provided, However, that: (i) no portion of the Real Estate shown on the plat of The Woodlands, Section Three when such plat is recorded, shall be included within the definition of "Common Properties" for purposes of this Declaration although the same may be designated "Common Properties" on such plat; (ii) Block A shown upon the plat of The Woodlands, Section One, or any part thereof, shall only be considered Common Property when designated as Common Property in a separate instrument executed by Declarant, and recorded in the office of the Recorder of Hamilton County, Indiana, Declarant hereby retaining and reserving the right to designate less than all of Block A as Common Property and to use any part of Block A for single family residential sites, and (iii) the lake shown upon the plat of "The Woodlands, Section One" (which plat is recorded in Plat Book 4, pages 76 and 77 in the office of the Recorder of Hamilton County, Indiana) as "Existing Lake" (hereinafter called "the Existing Lake") and the dam (hereinafter called "the Dam") shown upon such plat as lying between the Existing Lake and the lake designated

as "Proposed Lake" on such plat have been conveyed by Declarant to Woodland Springs, Inc., an Indiana Not-For-Profit Corporation, and shall not for any purposes whatsoever be deemed to be Common Properties. Neither any Owner nor the corporation provided in Article VI hereof to be formed shall have any rights in the Existing Lake or the Dam, or any obligations as are provided in the instrument entitled "Underlying Agreement" recorded September 26, 1972 in Misc. Record 135, Instr. # 8416, in the office of the Recorder of Hamilton County, Indiana, and the instrument entitled "Supplementary Declaration of Covenants and Restrictions" recorded September 26, 1972 in Misc. Record 135, Instr. # 8417, in the office of the Recorder of Hamilton County, Indiana, to which instruments all of the Original Real Estate and Additional Real Estate are subject, to the extent provided in such instruments. The Existing Lake and the Dam are more particularly described in a single legal description contained in Exhibit "B" attached hereto;

- (c) "Lot" shall mean and refer to any numbered parcel of land shown upon any recorded subdivision plat of the Original Real Estate or Additional Real Estate, or any part of either, whether such plat has heretofore been or is hereafter recorded, but shall not include the Common Properties, except that any part of Block A which is hereafter designated for use as a residential building site, in an instrument executed by Declarant or any other owner in fee simple thereof and recorded in the office of the Recorder of Hamilton County, Indiana, shall for all purposes of this Declaration be considered a Lot;
- (d) "Dwelling Unit" shall mean and refer to any portion of a building designed and intended for use and occupancy as a residence by one family within The Woodlands Property;
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but in any event shall not include a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any portion of the properties;
- (f) "Declarant" shall mean and refer to Schutz & Thompson, Inc. and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Declarant hereunder;
- (g) "Additional Real Estate" shall mean such real estate as is added to The Woodlands Property by the filing of a Designation in accordance with the terms of Article III, Section 1 hereof;
- (h) "Supplemental Real Estate" shall mean all real estate the Owners of which are extended privileges in accordance with Article III, Section 2 hereof.

(i) "Other Signatories" shall mean and refer to all persons, firms, partnerships and corporations other than Declarant who execute this Declaration and who at the time of execution own Lots in the Original Real Estate.

ARTICLE II

Common Properties and Rights Therein

Section 1. Easement to Owner. Declarant hereby grants an easement in favor of each Owner for the use, enjoyment and benefit of the Common Properties, subject to the terms and provisions of this Declaration, and such easement shall be an easement running with and appurtenant to each lot.

ARTICLE III

Additional Real Estate and Supplemental Real Estate.

Section 1. Additional Real Estate. Declarant shall have the right to add real estate to The Woodlands Property at any time or from time to time hereafter, so long as the real estate to be added lies within the real estate described in Exhibit "C" attached hereto, whether or not Declarant now owns such real estate. Such real estate shall be deemed Additional Real Estate, and therefore part of The Woodlands Property, for all purposes hereunder when Declarant places of record in Hamilton County, Indiana, an instrument entitled "Designation of Additional Real Estate", which recites therein that the real estate described therein is to be deemed "Additional Real Estate" as defined in this Declaration. Upon the recording of such instrument, the real estate described therein shall for all purposes thereafter be deemed to be "Additional Real Estate" and the Owners of any Lots within such Additional Real Estate shall be deemed for all purposes to have all the rights, duties, privileges and obligations of Owners of Lots within the Original

Real Estate, as herein provided, without regard to whether the Common Properties have been conveyed by Declarant to the Corporation (as hereinafter defined) in accordance with the terms hereof and without regard to the record ownership of the Common Properties at such time.

Section 2. Supplemental Real Estate. Declarant shall

have the right, at any time or from time to time hereafter, to designate as "Supplemental Real Estate" any real estate lying within the real estate described in Exhibit "D" attached hereto. Any such real estate shall be deemed Supplemental Real Estate for all purposes hereunder when Declarant has placed of record in Hamilton County, Indiana an instrument entitled "Designation of Supplemental Real Estate" designating the real estate described therein as Supplemental Real Estate. Upon the placing of such instrument of record, each Owner of any parcel of real estate within the Supplemental Real Estate shall thereafter, except as otherwise herein provided, have the absolute right, in common with and to the same extent as Owners of Lots within the Original Real Estate and the Additional Real Estate, to the use, enjoyment and benefit of the Common Properties. However, and notwithstanding the foregoing, each Owner of Supplemental Real Estate shall be entitled to use and enjoy such Common Properties only upon the payment of an initial fee of \$100.00 and, in addition, the payment of a fee each year equal to such assessments as Owners are required to pay each year, and shall

have no obligation to pay any such fee except as a condition precedent to the use and enjoyment of the Common Properties. The failure to pay such fee shall not be in any manner construed to be a lien or charge against the Supplemental Real Estate.

ARTICLE IV

Obligations of Declarant
as to Common Properties

Section 1. Agreement to Construct and Maintain.

Declarant has constructed or will construct a lake, a swimming pool and a club house upon the Common Properties, of such size and nature and at such locations as Declarant deems proper, and so long but only so long as Declarant owns the fee simple title of the Common Properties upon which the same are located, Declarant shall pay taxes and provide insurance in amounts and types satisfactory to Declarant, cut and maintain all grass, and be responsible for repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision for the Common Properties.

ARTICLE V

Regulation of Common Properties
By Declarant

Section 1. Assessments. The Declarant, for all of

The Woodlands Property and each Lot therein contained, hereby covenants and agrees, and each Owner of any Lot within the Original Real Estate or the Additional Real Estate, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to Declarant an assessment in the annual sum of \$75.00 payable on the first day of March of each calendar year hereafter, with any Owner who acquires title by deed from Declarant between such date in one

year and the next being obligated to pay to Declarant a total sum arrived at by multiplying \$6.25 by the number of months from and including the month in which such Owner acquires title to and including the following month of February. The first payment of such assessment shall become due and payable at the time of execution and delivery of a deed to such Lot to such Owner. Amounts paid as assessments pursuant to this Section 1 of this Article V, shall be and remain the absolute property of Declarant, notwithstanding the later conveyance by Declarant of the Common Properties.

Section 2. Rules and Regulations. Declarant shall, so long as it is the Owner of the Common Properties, have the right to create such rules and regulations as it deems appropriate for the use and enjoyment of the Common Properties.

Section 3. Lien. If any such assessment is not paid within thirty (30) days after the due date, as hereinabove provided, then the unpaid assessment shall become delinquent and shall become, together with interest thereon and costs of collection thereof, as hereinafter provided, a continuing lien on the Lot of the Owner who has failed to make such payment, binding upon the Owner, his heirs, administrators and assigns. If any assessment is thus delinquent, it shall bear interest from the due date at the rate of seven percent (7%) per annum, and Declarant may bring an action at law against the Owner of such Lot to collect the same or foreclose the lien against the Lot, or both, and there shall be added to the amount of such assessment all attorney fees and other costs of collection. Such assessment shall be paid without relief from valuation or appraisal laws. If any Owner fails to pay any such assessment

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within thirty (30) days after the due date, all rights to use and enjoy the Common Properties, shall be suspended until all amounts then delinquent have been paid in full.

Section 4. Subordination of the Lien to Mortgages.

The lien of any assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots 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 subsequent assessment.

Section 5. "Junior Lien" Provision. If any premises

subject to the lien hereof shall become subject to the lien of a mortgage, (a) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage; and (b) the foreclosure of the lien of the mortgage or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of a deed in lieu of foreclosure shall be subordinate to the lien of the mortgage; and the foreclosure or deed in lieu grantee shall take 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.

Conveyance of Common Properties

Section 1. When Conveyance May Occur. At any time or from time to time hereafter that Declarant deems appropriate, Declarant may convey the Common Properties or any part thereof to a Not-For-Profit Corporation hereafter to be formed under the Indiana Not-For-Profit Corporation Act (hereinafter called "The Corporation"). Upon such conveyance, all obligations of Declarant with respect to the Common Properties or the portion thereof thus conveyed shall cease and terminate, and thereafter The Corporation shall have the rights and duties provided in this Declaration with respect to the Common Properties or portions thereof thus conveyed and the provisions set forth hereinafter in this Declaration shall be applicable to The Corporation, the Common Properties or the portions thereof thus conveyed, and The Woodlands Property. Any liens in favor of Declarant upon any Lots for assessments theretofore due hereunder shall survive such conveyance.

Declarant prior to making such conveyance shall cause The Corporation to be formed with Articles of Incorporation and By-laws which contain such terms and provisions as are deemed appropriate by Declarant but shall not be in conflict with any terms and conditions with respect to The Corporation hereinafter set forth.

Such conveyance shall be made by quitclaim deed, subject to no exceptions except the lien of current taxes and all easements, highways, rights-of-way, agreements, covenants, conditions, restrictions and other matters of record as of the time of conveyance, including all matters which Declarant has caused to be placed of record and all matters provided for in this Declaration, and concurrently with such conveyance Corporation shall be deemed

amount equal to all unpaid assessments then owed to Declarant, and upon payment by Corporation to Declarant of any assessment, Corporation shall be subrogated to Declarant's rights with regard to such assessment and the lien thereof.

Section 2. Membership in Corporation. Declarant and every Owner shall be members of the Corporation, and every person who owns any parcel of real estate lying within any Supplemental Real Estate shall be entitled to be a member as provided below.

(a) Voting Rights. The Corporation shall have three classes of membership, with the following rights:

(i) Class A. Class A members shall be all Owners except Class B members and Class C members. Each Class A member shall be entitled to one (1) vote for each Lot of which such member is the Owner with respect to each matter submitted to a vote of members;

(ii) Class B. Class B members shall be Declarant and all successors and assigns of Declarant designated by Declarant as Class B members in a written notice mailed or delivered to the resident agent of the Corporation at the principal office of the Corporation. Each Class B member shall be entitled to four (4) votes for each Lot of which it is the Owner and four (4) votes for each one-half (1/2) acre or part thereof of the Original Real Estate and the Additional Real Estate of which it is the Owner which is not within the area included within a recorded subdivision plat, on all matters requiring a vote of members of the Corporation;

(iii) Class C. Class C members shall be all persons who are owners of parcels of real estate lying within the Supplemental Real Estate who have paid the initial fee of \$100. to either Declarant or Corporation, but not both, and the annual fee for the then current year provided for in Section 2 of Article III hereof. Class C members shall have no vote upon any matter except as hereinafter specifically provided.

Article III hereof, and this Section 2 of this Article IV may only be amended by the affirmative vote of two-thirds (2/3) of the Class A members, two-thirds (2/3) of the Class B members, and two-thirds (2/3) of all record owners of real estate lying within the Supplemental Real Estate (whether or not such record owners are

Section 3. Creation of Lien. The Declarant, for each Lot owned by it, and each Other Signatory, for each Lot owned by such Other Signatory, within the Original Real Estate and the Additional Real Estate and for their respective heirs, administrators, executors, successors and assigns, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor, whether or not so expressed in such deed, shall be deemed to covenant and agree, to pay to The Corporation:

- (a) Annual assessments or charges, and
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments with respect to each Lot, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Notwithstanding the foregoing, no assessment shall be owed or payable by Declarant with respect to any Lot or other real estate owned by Declarant while the same is owned by Declarant, nor shall any assessment become a lien on any such Lot or other real estate.

Section 4. Purpose of Assessments. The assessments levied by the Corporation shall be used exclusively to promote the recreation, health, safety and welfare of the residents of The Woodlands Property and for the improvement and maintenance of the Common Properties. This shall include but not be limited to the payment of taxes and insurance for the Common Properties, grass cutting, repair, replacement and improvements of the

Common Properties, and for such other matters as are deemed proper by the Board of Directors of The Corporation.

Section 5. Maximum Annual Assessments. From the date of conveyance of any of the Common Properties to The Corporation, until the next March 1, the annual assessment shall be Seventy Five Dollars (\$75.00) upon each Lot owned by someone other than Declarant prorated for a partial year.

(a) On or after March 1 of the year immediately following such conveyance, the annual assessment may be increased each year by the Board of Directors of The Corporation not more than five percent (5%) above the annual assessment for the previous year without a vote of the membership;

(b) On or after March 1 of the year immediately following the year of such conveyance, the annual assessment may be increased above five percent (5%) by the affirmative vote of two-thirds (2/3) of the members of each class of members entitled to vote who are in attendance in person or by proxy at a meeting called for this purpose.

Section 6. Special Assessment for Capital Improvements.

In addition to the annual assessments authorized above, 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, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, provided THAT any such assessment shall have the assent of two-thirds (2/3) of the votes of the members of each class of members entitled to

vote who are in attendance in person or by proxy at a meeting duly called for this purpose.

Section 7. Notice and Quorum for Any Action Authorized Under Sections 5 and 6. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 or Section 6 of this Article VI shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership entitled to vote shall constitute a quorum. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirements, and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 8. Notice of Assessments; Certificates of Payment. The Board of Directors of the Corporation shall fix the amount of the annual assessment against each Lot other than those owed by Declarant at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject to the payment thereof as herein provided. The due date of such annual assessment may be fixed or changed from time to time by the Board of Directors of the Corporation. The Corporation shall, upon demand, furnish a certificate signed by an officer of the Corporation setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of

payment of any assessment therein stated to have been paid. If the same is not furnished within ten (10) days after receipt by an officer of the Corporation of a written request for such certificate by any person, the person (other than an Owner) shall have the right to assume that no assessments are owed, and the lien of such assessment shall terminate upon the person who made such a request purchasing or acquiring a mortgage upon such lot.

Section 9. Effect of Nonpayment of Assessments;

Remedies of The Corporation. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum. The Board of Directors of the Corporation shall have the right to suspend the use and enjoyment of the Common Properties of such delinquent member, and The Corporation may bring an action at law against the Owner personally obligated for the payment of the same, or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees for the prosecution of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a lot, hereby expressly vests in The Corporation or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of The Corporation in a like manner as a mortgage on real property.

The lien provided for in this section shall be in favor of The Corporation. The Corporation, acting on behalf of all Owners, shall have the power to bid in an interest foreclosed at

foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his lot.

Section 10. Subordination of the Lien to Mortgages.

The lien of any assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots 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 subsequent assessment.

Section 11. "Junior Lien" Provision. If any premises

subject to the lien of any assessment shall become subject to the lien of a mortgage, (a) the foreclosure of the lien of such assessment shall not operate to affect or impair the lien of the mortgage; and (b) the foreclosure of the lien of the mortgage or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien of such assessment, except that the lien of such assessment for said charges as shall have accrued up to the foreclosure or the acceptance of a deed in lieu of foreclosure shall subordinate to the lien of the mortgage and the foreclosure purchaser or deed in lieu grantee shall take title free of the lien of such assessment for all such charges that have accrued up to the time of the foreclosure or deed

Section 12. Management Agreements. Each Owner hereby agrees to be bound by the terms and conditions of all management agreements entered into by The Corporation.

Section 13. Insurance. The Board of Directors of the Corporation or its duly authorized agent, shall have the authority to and shall obtain insurance for all the Common Properties against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Properties and all damage or injury caused by the negligence of The Corporation or any of its agents. Said insurance may include coverage against vandalism.

ARTICLE VII

General Provisions

Section 1. Enforcement. The Corporation shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by The Corporation at any time to enforce any provision, covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time or from time to time thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Benefit. The provisions, covenants and restrictions of this Declaration shall run with and bind the Original Real Estate and the Additional Real Estate for a term

commencing on the date this Declaration is recorded and expiring January 1, 1996, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated at a meeting called for such purpose by the affirmative vote of the majority of Class A members who are in attendance in person or by proxy and entitled to vote.

Section 4. Annexation of Additional Property.

Additional property other than Additional Real Estate may be annexed to the Original Real Estate and thereafter considered Additional Real Estate upon the affirmative vote of two-thirds of the Class A members in attendance at a meeting called for such purpose. Each member entitled to vote at such meeting may vote in person or by proxy.

Section 5. Quorum and Notice.

Written notice of a meeting called for any of the purposes set forth in Section 3 or Section 4 of this Article VII shall be sent to all members entitled to vote at such meeting not less than thirty days nor more than sixty days in advance of any such meeting. At any such meeting the presence of members entitled to cast one-half of the votes of each class of members entitled to vote at such meeting, in person or by proxy, shall constitute a quorum. However, if such a quorum is not present at such meeting, subsequent meetings may be called for the same purposes as the original meeting, subject to the notice requirements set forth above and a quorum at each subsequent meeting called for the same purpose as the original meeting shall be one-half of the quorum required at the original meeting.

Section 6. Good Standing.

No Class A member shall be entitled to vote at any meeting of the membership of the Corporation unless all fees and assessments required to be paid by such member prior to such time have been paid.

ARTICLE VIII

Miscellaneous Provisions

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Section 1. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 2. Rights and Obligations. This Declaration and the rights, obligations and duties herein created shall run with the original Real Estate and all Additional Real Estate and all Supplemental Real Estate and shall be binding upon and inure to the benefit of the Owners thereof and their respective heirs, administrators, executors, successors and assigns.

Section 3. Reference to Plat. This Declaration is the Declaration of Covenants and Restrictions contemplated being entered into in accordance with the terms of the plat of the Woodlands, Section One, recorded in Plat Book 4, Pages 76 and 77 in the office of the Recorder of Hamilton County, Indiana.

Section 4. Other Signatories. Declarant certifies that it is the Owner of all of the Lots in The Woodlands, Section One, except those owned by Other Signatories who are the Owners of the Lots in The Woodlands, Section One, set out under their respective signatures below. The Other Signatories who have executed this Declaration have executed the same for the purpose of agreeing to all the terms and provisions hereof and agreeing that all Lots owned by them are subject to all the terms and provisions hereof.

EXECUTED on the day and year first above written.

SCHITZ & THOMPSON, INC.

By *Kenneth Thompson*
Kenneth Thompson, President

THOMAS A. CUMMINGS, INC., an Indiana corporation

ATTEST:

Christina J. Cummings

BY Thomas A. Cummings

(Lots 14 & 75 The Woodlands, Section One)

Hafold J. Vandiver

Hafold J. Vandiver

Veronica M. Vandiver

Veronica M. Vandiver
(Husband and Wife)

(Lot 17, The Woodlands, Section One)

WILSON SWANK AND SONS, a general partnership

BY Wilson Swank

Partner

(Lots 23, 24, 25, 83 and 85
The Woodlands, Section One)

W. H. MORRISON BUILDER, INC., an Indiana corporation

ATTEST:

P. A. Morrison

BY W. H. Morrison, President

(Lots 26 and 76, The Woodlands
Section One)

LANDMARK BUILDERS, INC. an Indiana corporation

ATTEST:

Glen Smith

BY Betty Carden

(Lots 47, 53, 81 and 82, The
Woodlands, Section One)

W. Bruce Meighen
W. Bruce Meighen

Norma J. Meighen
Norma J. Meighen
(Husband and Wife)

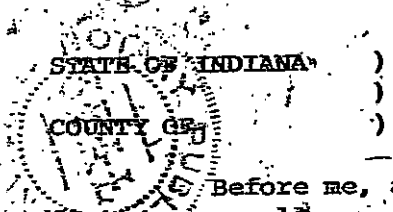
(Lot 32, The Woodlands, Section One)

Frank T. Kilby
Frank T. Kilby

Louise M. Kilby
Louise M. Kilby
(Husband and Wife)

(Lots 73, 77 and 79, The Woodlands, Section One)

This Instrument was prepared by PHILIP D. PECAR, Attorney at Law.



Before me, a Notary Public in and for said County and State, personally appeared KENNETH THOMPSON and JOHN T. SCHUTZ, President and Secretary, respectively, of SCHUTZ & THOMPSON, INC., and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions for and on behalf of said corporation for the purposes and uses set forth.

WITNESS my hand and Notarial Seal this 27th day of Sept., 1972.

Irene F. Kearney
Notary Public
IRENE F. KEARNEY

My commission expires August 21, 1974

STATE OF INDIANA)

) SS:

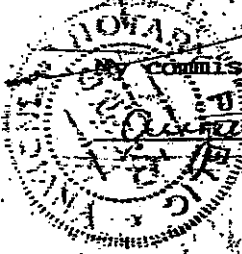
COUNTY OF)

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Before me, a Notary Public in and for said County and State, personally appeared Thomas A. Cummings and Christine A. Cummings, President and Secretary, respectively of THOMAS A. CUMMINGS, INC., and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions for and on behalf of said corporation for the purposes and uses set forth.

WITNESS my hand and notarial seal this 27th day of Sept, 1972.



Irene F. Kearney
Notary Public
IRENE F. KEARNEY

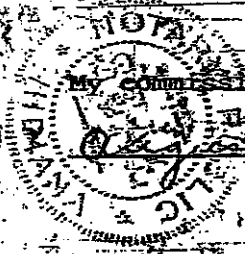
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) SS:

COUNTY OF)

Before me, a Notary Public in and for said County and State personally appeared HAROLD J. VANDIVER and VERONICA M. VANDIVER, Husband and Wife, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions for and on behalf of said corporation for the purposes and uses set forth.

WITNESS my hand and notarial seal this 27th day of Sept, 1972.



Irene F. Kearney
Notary Public
IRENE F. KEARNEY

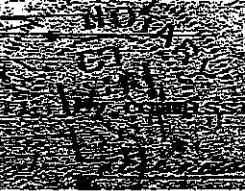
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COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared Wilson Swank, general partner of WILSON SWANK AND SONS, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions for and on behalf of said corporation for the purposes and uses set forth.

WITNESS my hand and notarial seal this 27th day of Sept, 1972.



Irene F. Kearney
Notary Public
IRENE F. KEARNEY

STATE OF INDIANA)
) SS:
COUNTY OF)

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BOOK PAGE

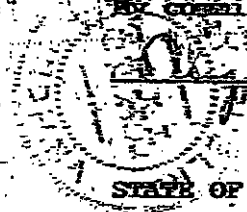
Before me, a Notary Public in and for said County and State, personally appeared W. H. Morrison and P. O. Marwick, President and Secretary, respectively, of W. H. MORRISON BUILDERS, INC., and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions for and on behalf of said corporation for the purposes and uses set forth.

WITNESS my hand and Notarial Seal this 27th day of Sept., 1972.

My commission expires:

August 21, 1974

Irene F. Kearney
Notary Public
IRENE F. KEARNEY



STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared Betty Cardin and Ma Smith, President and Secretary, respectively, of LANDMARK BUILDERS, INC., and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions for and on behalf of said corporation for the purposes and uses set forth.

WITNESS my hand and Notarial Seal this 21st day of Sept., 1972.

My commission expires:

August 21, 1974

Irene F. Kearney
Notary Public
IRENE F. KEARNEY



STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared W. BRUCE MEIGEN and NORMA J. MEIGEN Husband and Wife, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions for the purposes and uses set forth.

WITNESS my hand and Notarial Seal this 27th day of Sept., 1972.

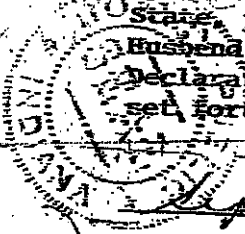
My commission expires:

Irene F. Kearney
Notary Public
IRENE F. KEARNEY



STATE OF INDIANA)
) SS:
COUNTY OF)

BOOK 261 PAGE 109



Before me, a Notary Public in and for said County and State, personally appeared FRANK T. KILBY and LOUISE M. KILBY, Husband and Wife, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions for the purposes and uses set forth.

WITNESS my hand and Notarial Seal this 29th day of Sept., 1972.

My commission expires:

August 21, 1974

Irene F. Kearney
IRENE F. KEARNEY
Notary Public

This instrument was prepared by PHILIP D. PECAR, Attorney at Law.

2016

This Designation made this 11th day of March, 1974, by SCHUTZ & THOMPSON, INC. (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, by that certain Declaration of Covenants and Restrictions dated September 27, 1972 and recorded September 27, 1972 as Instrument No. 8516 in Book 261, pages 87-120 inclusive, in the office of the Recorder of Hamilton County, Indiana (herein after referred to as the "Declaration"), Declarant subjected certain real estate therein described to the provisions, agreements, conditions, covenants, restrictions, easements, charges and liens of the Declaration; and

WHEREAS, Declarant has the right, pursuant to Article III, Section 2 of the Declaration, to grant to the Owners (as defined in the Declaration) of certain other real estate (as described in Exhibit "D" attached to the Declaration) certain rights to the use, enjoyment and benefit of the Common Properties (as defined in the Declaration) by the recording in Hamilton County, Indiana of an instrument entitled "Designation of Supplemental Real Estate"; and

WHEREAS, Declarant desires that the real estate described in Exhibit "A" attached hereto and hereby made a part hereof (hereinafter referred to as the "Real Estate") be deemed "Supplemental Real Estate" as said term is defined in the Declaration (the Real Estate lying within the real estate described in Exhibit "D" attached to the Declaration).

NOW, THEREFORE, in accordance with and pursuant to Article III, Section 2. of the Declaration, Declarant hereby declares that the Real Estate is to be deemed and is hereby designated as "Supplemental Real Estate" (as defined in the Declaration) for all purposes under the Declaration and each Owner of any parcel of real estate within the Real Estate (hereby designated "Supplemental Real Estate") shall have the rights granted to such Owners under said Article III, Section 2. of the Declaration, subject to the terms, covenants and conditions set forth in the Declaration.

IN WITNESS WHEREOF, this Designation of Supplemental Real Estate is executed on the day and year first hereinabove set forth.

Noted and Recorded Nov 13 1974
IN WITNESS WHEREOF RECORDER HAMILTON COUNTY, IN.

SCHUTZ & THOMPSON, INC.

ATTEST:

[Signature]
Kenneth T. Schutz, Secretary

[Signature]
Kenneth Thompson, President

STATE OF INDIANA)

) SS:

COUNTY OF MARION)

BOOK 272 PAGE 479

Before me, a Notary Public in and for said County and State, personally appeared KENNETH THOMPSON and JOHN P. SCHUTZ, the President and Secretary, respectively, of SCHUTZ & THOMPSON, INC., an Indiana corporation, who acknowledged the execution of the foregoing Designation of Supplemental Real Estate for and on behalf of said corporation for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 11 day of March, 1974.

Ruggie McKinnon
Notary Public

My commission expires:

Nov 14 1976

RECEIVED FOR RECORD
AT 2:40 O'CLOCK P. M.

MAR 13 1974

BOOK _____ PAGE _____
J. B. Dann



This instrument was Prepared by Dixon B. Dann, Attorney at Law.

chneider
engineering
corporation

civil engineers

land surveyors

BOOK 272 PAGE 480

SUPPLEMENTAL REAL ESTATE

LEGAL DESCRIPTION

WOODLAND GREEN - PHASE I

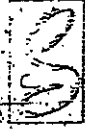
A part of the Northeast Quarter of Section 5, Township 17 North of Range 4 East in Hamilton County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Southwest corner of the Northeast Quarter of Section 5 thence North 22 degrees 11 minutes 55 seconds East upon and along the centerline of Haverstick Road as now located and established, a distance of 256.730 feet to a point; thence North 18 degrees 16 minutes 25 seconds East upon and along said centerline a distance of 1146.862 feet to the TRUE POINT OF BEGINNING OF THIS DESCRIPTION; thence North 18 degrees 16 minutes 25 seconds East upon and along said centerline a distance of 2.238 feet to a point; thence North 17 degrees 06 minutes 25 seconds East upon and along said centerline a distance of 1648.976 feet to a point in the North line of said Northeast Quarter Section and the centerline of East 116th Street, as now located and established; thence South 89 degrees 58 minutes 59 seconds East upon and along said North line and said centerline a distance of 729.800 feet to a point; thence South 00 degrees 04 minutes 53 seconds West a distance of 1657.000 feet to a point; thence North 89 degrees 55 minutes 07 seconds West a distance of 200.00 feet to a point; thence North 00 degrees 04 minutes 53 seconds East a distance of 25.00 feet to a point; thence North 89 degrees 55 minutes 07 seconds West a distance of 320.00 feet to a point; thence South 00 degrees 04 minutes 53 seconds West a distance of 68.497 feet to a point; thence North 89 degrees 55 minutes 07 seconds West a distance of 185.00 feet to a point; thence North 10 degrees 16 minutes 55 seconds East a distance of 5.497 feet to a point; thence North 72 degrees 55 minutes 35 seconds West a distance of 135.652 feet to a point; thence South 17 degrees 06 minutes 25 seconds West a distance of 20.000 feet to a point; thence North 72 degrees 55 minutes 35 seconds West a distance of 190.00 feet to a point; thence South 17 degrees 29 minutes 06 seconds West a distance of 13.257 feet to a point; thence North 71 degrees 43 minutes 35 seconds West a distance of 200.00 feet to the POINT OF BEGINNING, containing 37.421 acres, more or less.

Subject, also, to all legal easements and rights-of-ways.

6/15/72

EXHIBIT "A"
Page 1



Schneider
Engineering
Corporation

3675 Northport Road

Civil Engineers

Indianapolis, Indiana 46226

Land Surveyors

(317) 658-1252

BOOK 272 PAGE 481

SUPPLEMENTAL REAL ESTATE

LEGAL DESCRIPTION

WOODLAND GREEN - PHASE II

A part of the Northeast Quarter of Section 5, Township 17 North of Range 4 East in Hamilton County, Indiana, being more particularly described as follows, to-wit:

Beginning at the Southwest corner of the said Northeast Quarter Section thence North 22 degrees 11 minutes 55 seconds East upon and along the centerline of Haverstick Road, as now located and established, a distance of 256.73 feet to a point; thence North 18 degrees 16 minutes 25 seconds East upon and along said centerline a distance of 1146.85 feet to the Southwest corner of "Woodland Green - First Section", a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 3, Page 104-105 in the Office of the Recorder of Hamilton County, Indiana; thence South 71 degrees 43 minutes 35 seconds East a distance of 200.00 feet to a point; thence North 17 degrees 29 minutes 06 seconds East a distance of 13.257 feet to a point; thence South 72 degrees 53 minutes 35 seconds East a distance of 190.00 feet to a point; thence North 17 degrees 06 minutes 25 seconds East a distance of 20.00 feet to a point; thence South 72 degrees 53 minutes 35 seconds East a distance of 133.652 feet to a point; thence South 10 degrees 16 minutes 55 seconds West a distance of 5.497 feet to a point; thence South 89 degrees 55 minutes 07 seconds East a distance of 185.00 feet to a point; thence North 00 degrees 04 minutes 53 seconds East a distance of 68.497 feet to a point; thence South 89 degrees 55 minutes 07 seconds East a distance of 320.00 feet to a point; thence South 00 degrees 04 minutes 53 seconds West a distance of 25.00 feet to a point; thence South 89 degrees 55 minutes 07 seconds East a distance of 200.00 feet to the Southeast corner of said "Woodland Green - First Section" (the preceding eleven (11) described courses being continuous and contiguous with the South line of said "Woodland Green - First Section"); thence South 00 degrees 04 minutes 53 seconds West a distance of 1240.453 feet to the South line of said Northeast Quarter Section; thence North 89 degrees 54 minutes 14 seconds West upon and along the South line of said Quarter Section a distance of 1668.037 feet to the POINT OF BEGINNING, containing 41.477 acres, more or less.

Subject, also, to all legal easements and rights of ways.

6/15/72

EXHIBIT "A"

Page 2

S
Schneider
Engineering
Corporation

civil engineers

land surveyors

SUPPLEMENTAL REAL ESTATE

BOOK 272 PAGE 482

LEGAL DESCRIPTION

EDEN FOREST

A part of the East Half of the Southwest Quarter of Section 32, Township 18 North of Range 4 East in Hamilton County, Indiana, being more particularly described as follows, to-wit:

Beginning at the Southwest corner of the East Half of the said Southwest Quarter Section; thence North 00 degrees 22 minutes 34 seconds West a distance of 2656.910 feet to a point; thence South 89 degrees 27 minutes 42 seconds East a distance of 660.572 feet to a point; thence South 00 degrees 14 minutes 35 seconds East a distance of 924.400 feet to a point; thence South 84 degrees 35 minutes 18 seconds East a distance of 296.620 feet to a point; thence South 00 degrees 27 minutes 28 seconds East a distance of 1705.099 feet to a point on the South line of the East Half of said Southwest Quarter Section; thence South 89 degrees 52 minutes 55 seconds West upon and along said South line a distance of 378.352 feet to a point; thence North 00 degrees 54 minutes 58 seconds East a distance of 500.092 feet to a point; thence South 89 degrees 52 minutes 55 seconds West and parallel with said South line a distance of 28.760 feet to a point; thence South 70 degrees 19 minutes 55 seconds West a distance of 113.660 feet to a point; thence South 34 degrees 07 minutes 22 seconds West a distance of 81.261 feet to a point; thence South 01 degrees 41 minutes 17 seconds West a distance of 395.018 feet to a point on said South line; thence South 89 degrees 52 minutes 55 seconds West upon and along said South line a distance of 303.000 feet to the POINT OF BEGINNING, containing 46.295 acres, more or less.

Subject, however, to all legal easements and rights of ways.

6/15/72

EXHIBIT "A"

Page 3

chneider

engineering

corporation

civil engineers

land surveyors

SUPPLEMENTAL DEED ESTATE

BOOK 272 PAGE 483

LEGAL DESCRIPTION

DEED CASE

A part of the Southwest Quarter of Section 32, Township 18 North of Range 4 East in Hamilton County, Indiana, being more particularly described as follows, to-wit:

Beginning at the Southeast corner of the West Half of the said Southwest Quarter Section (said point being South 89 degrees 52 minutes 55 seconds West 1319.58 feet from the Southeast corner of the said Southwest Quarter Section); thence South 89 degrees 52 minutes 55 seconds West upon and along the South line of said Quarter Section 664.82 feet to a point; (said point being 661.79 feet North 89 degrees 52 minutes 55 seconds East from the Southwest corner of said Southwest Quarter Section); thence North 00 degrees 14 minutes 55 seconds West 2652.74 feet to a point; thence North 89 degrees 52 minutes 55 seconds East and parallel with the said South line 658.916 feet to the West line of "Eden Forests" a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 2, Pages 85, 86 and 87 in the Office of the Recorder of Hamilton County, Indiana, thence South 00 degrees 22 minutes 34 seconds East upon and along the West line of said "Eden Forests" 2652.76 feet to the POINT OF BEGINNING, containing 40.307 acres, more or less.

Subject, however, to all legal easements and rights of ways.

6/15/72

This Instrument Recorded Mar 13 1974
JESSE H. HEDGES, RECORDER HAMILTON COUNTY, IND.

EXHIBIT "A"
Page 2

SECOND DESIGNATION OF
SUPPLEMENTAL REAL ESTATE

BOOK 159 PAGE 424

2968

This Second Designation, made this 16th day of October, 1979, by SCHUTZ & THOMPSON, INC. (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, by that certain Declaration of Covenants and Restrictions dated September 27, 1972 and recorded September 27, 1972 as Instrument No. 8516 in Book 261, pages 87-120 inclusive, in the office of the Recorder of Hamilton County, Indiana (hereinafter referred to as the "Declaration"), Declarant subjected certain real estate therein described to the provisions, agreements, conditions, covenants, restrictions, easements, charges and liens of the Declaration; and

WHEREAS, Declarant has the right, pursuant to Article III, Section 2. of the Declaration, at any time or from time to time, to grant to the Owners (as defined in the Declaration) of certain other real estate (as described in Exhibit "D" attached to the Declaration) certain rights to the use, enjoyment and benefit of the Common Properties (as defined in the Declaration) by the recording in Hamilton County, Indiana of an instrument entitled "Designation of Supplemental Real Estate"; and

WHEREAS, Declarant has heretofore exercised such right as to parts, but not all, of the real estate described in Exhibit "D" attached to the Declaration, by virtue of that certain Designation of Supplemental Real Estate dated March 11, 1974, and recorded March 13, 1974, in Deed Record 272, page 378, as Instrument No. 2016, in said Recorder's office (hereinafter referred to as the "First Designation"); and

WHEREAS, Declarant desires that the real estate described in Exhibit "A" attached hereto and hereby made a part hereof (hereinafter referred to as the "Real Estate") also be deemed "Supplemental Real Estate" as said term is defined in the Declaration (the Real Estate lying within the real estate described in Exhibit "D" attached to the Declaration and being the balance thereof not designated as "Supplemental Real Estate" by the First Designation);

NOW, THEREFORE, in accordance with and pursuant to Article III, Section 2. of the Declaration, Declarant hereby declares that the Real Estate is to be deemed and is hereby designated as "Supplemental Real Estate" (as defined in the Declaration) for all purposes under the Declaration and each Owner of any parcel of real estate within the Real Estate (hereby designated "Supplemental Real Estate") shall have the rights granted to such Owners under said Article III, Section 2. of the Declaration, subject to the terms, covenants and conditions set forth in the Declaration.

This instrument recorded 10/16/79 152
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

HAMILTON COUNTY, IND.
OCT 16 1979

BOOK 117 PAGE 125

IN WITNESS WHEREOF, this Second Designation of Supplemental Real Estate is executed on the day and year first hereinabove set forth.

SCHUTZ & THOMPSON, INC.

By: Kenneth Thompson
Kenneth Thompson, President

ATTEST:

John T. Schutz
John T. Schutz, Secretary

This Instrument was Prepared by Dixon B. Dann, Attorney-at-Law.

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared KENNETH THOMPSON and JOHN T. SCHUTZ, the President and Secretary, respectively, of SCHUTZ & THOMPSON, INC., an Indiana corporation, who acknowledged the execution of the foregoing Second Designation of Supplemental Real Estate for and on behalf of said corporation for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 16 day of October, 1979.

My Commission Expires:

November 10, 1980

John T. Schutz
Notary Public

My County of Residence:

Hamilton

This Instrument was Prepared by Dixon B. Dann, Attorney-at-Law.

SUPPLEMENTAL REAL ESTATE

LEGAL DESCRIPTION

40 ACRES

The West Half of the West Half of the Southwest Quarter of Section 32, Township 18 North, Range 4 East in Hamilton County, Indiana, containing 40 acres, more or less.

[which is platted as Eden Estates, Section One (Plat Book 5, pages 84 and 85) and part or all of Lots 43, 44, 45, 46, 47, 48, 52, 53, 54, 58, 59, 60, 61, 62 and 63 in Eden Estates, Section Two (Plat Book 5, pages 46 and 47)]

This Instrument Recorded Nov 3 1973
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.