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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by EMERALD GREEN PARTNERSHIP, an Indiana limited partnership, hereinafter referred to as "Declarant."

WITNESSES:

WHEREAS, Declarant is the owner of certain property in Indianapolis, County of Marion, State of Indiana; which is more particularly described in Exhibit "A" attached hereto and made part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Emerald Green Homes Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association

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for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot in Stage 3 is described on Exhibit "B" which is attached hereto and made a part hereof.

Section 5. "Lot" shall mean and refer to each plot of land shown upon any recorded subdivision map or plat of or within the Properties, with the exception of the Common Area, upon which one dwelling unit may be constructed.

Section 6. "Declarant" shall mean and refer not only to Emerald Green Partnership but also Western Hills Construction Inc., their successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot for the purpose of development.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "Prior Declaration" shall mean and refer to that certain Declaration of Covenants and Restrictions of Emerald Green Development Project dated April 30, 1973 and recorded May 9, 1973 as Instrument 73-28237 in the Office of the Recorder of Marion County, Indiana.

ARTICLE II
PLAN OF DEVELOPMENT OF
EMERALD GREEN HOMES

Emerald Green Homes is planned to be developed in three or more stages. Stage 1 will consist of six double lots which will be subdivided into twelve single family lots. Stage 2 will consist of not less than five double lots nor more than six double lots which will then be platted into not less than ten nor more than twelve single family lots. Stage 3 will consist of not less than twelve nor more than sixteen double lots, each of which will be replatted into two single family lots so that there will be not less than twenty-four nor more than thirty-two single family lots in Stage 3. A legal description of Stages 1, 2 and 3 are set forth in Exhibit " C ", attached hereto and made a part hereof.

In addition, the developer reserves the right to annex to Emerald Green Homes as future stages the land described in Exhibit " D ", attached hereto and made a part hereof, which additional area will be developed into not more than fifty-five two-family dwellings nor more than one hundred ten (110) single family residential lots.

Stages 1 and 2 will be developed before Stage 3. There will be no common areas conveyed to the Association in connection with the development of Stages 1 or 2. Common areas will be developed in connection with Stage 3. A legal description of which is set forth in Exhibit " B ", attached hereto, and such Common Area will be conveyed to the Association on or before the time of conveyance of the first lot in Stage 3.

Lots in each Stage of Emerald Green Homes will be platted in the following manner: Conditional final plats will be recorded for proposed double lots. Each such double lot will then be divided into two single family lots. The exact boundaries of each single family lot will not be established

until that lot is platted and the boundaries of the single family lots may vary from the exterior boundaries of the double lots approved at the time of conditional final platting. Each home in Emerald Green Homes will, however, be on its own platted lot, the lot lines between two adjoining residences will be the centerline of the party wall between the two residences, and no two-family dwelling may be constructed closer than ten feet to another two-family dwelling. . . . Alternatively detached single family residences may be constructed on any lot. If single family residences are constructed on adjoining lots then such residence need comply with side yard requirements only on one side of the lot, and such adjoining residences shall have no side yard requirements on the other side.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners Easements and Rights of Enjoyment.

Every owner shall have a right and easement of enjoyment in and to the Common Area, and subject to the terms of the Prior Declaration the right to use the Recreation facilities, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of Emerald Green Club, Inc., to charge reasonable and non-discriminatory fees and to establish rules and regulations for the use of the recreation facilities.

(b) The right of Emerald Green Club, Inc., to suspend the right to use the recreation facilities of any owner who is delinquent in his payments or assessment for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication of transfer signed by two-thirds of each class of members, has been recorded.

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Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds a interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves may agree, but in no event shall such vote be split into fractional votes nor shall more than one vote be cast with respect to any Lot. Each vote cast for a Lot shall presumptively be valid, but if such vote is questioned by any member holding an interest in such Lot, if all such members are not in agreement the vote of such Lot which is questioned shall not be counted.

Class B. The Class B members shall be each owner of undeveloped Lots who are included in the definition of the De-

clarant and each Class B member shall be entitled to three (3) votes for each Lot owned. Each such owner may designate one or more persons to cast its votes. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following event, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or,
- (b) on December 31, 1986

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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 interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, of easement areas providing access and/or

utility services to the Properties, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$ 264.00 per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be adjusted in conformance with the Consumer Price Index ("CPI") published by the U. S. Department of Labor, specifically the Consumer Price Index for Urban Wage Earners and Clerical Workers, U. S. City Average, All Items, unadjusted for seasonal variation. The maximum assessment for any year shall be the amount determined by (a) taking the dollar amount specified above in the first sentence of this Section, (b) multiplying that amount by the published CPI number for the third month prior to the beginning of the subject year and (c) dividing that resultant by the published CPI number for the third month prior to the month in which this declaration was signed by the Declarant.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment amount specified above in the first sentence of this Section and used in the above CPI adjustment formula may be changed by a vote of the members, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- (d) In Addition to the Assessments by the Association, the Association may collect from the owners the assessments levied by Emerald Green Club, Inc. pursuant to the Prior Declaration, and it shall remit all such assessments so collected to Emerald Green Club, Inc. Assessments levied by Emerald Green Club, Inc. are governed by the terms of the prior Declaration and not by the provisions of this Declaration.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association 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 Area, 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 each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the 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 sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:
Due Dates: The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the completion of a dwelling unit on the Lot. Upon the conveyance of any Common Areas to the Association, all Lots whether or not a dwelling unit has been completed thereon, shall be subject to and liable for the annual assessment. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against

each Lot 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 thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of The Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority, the Common Area, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Indiana shall be exempt from the assessment created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all

management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be cancelled by an affirmative vote of a majority of the votes of each class of the Members of the Association. In no event shall such management agreement be cancelled prior to the effecting by the Association or its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a management agreement. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of this type of project. The Association may require a fidelity bond from the management agent in such amount as it deems appropriate.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure nor any landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. If the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law To Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and connects two dwelling units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the owners who make use of the wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators. (Should any party

refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party).

ARTICLE VIII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, reasonable lawn care, common drives, common walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces, screens and screen doors, exterior door and window fixtures and other hardware, patios, and such other items as the Board of Directors may so designate so long as such items of exception shall apply to all units equally. If an Owner shall fence in, landscape, or plant gardens on his lot which require an unusual amount of care or which will make it more difficult or unfair to the other owners for the Association to care for such areas or adjoining areas, the Association may require the Owner of such areas to care for and maintain the same at his expense, and if he does not do so the Association or its Board of Directors may require the Owner to remove such improvements.

As long as the Properties are subject to this Declaration of Covenants, Conditions and Restrictions, each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Association, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions are as reasonably necessary to effect the lawn maintenance and exterior maintenance contemplated herein.

If the need for maintenance or repair of a lot or the improvements thereon, is caused through the willful or negligent act of its owner, his family, or guests, or invitees, and is not covered or paid for by insurance on such Lot, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE IX
USE RESTRICTIONS

Section 1. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 2. Notwithstanding any provisions herein contained to the contrary, the Declarant or the Builder of any residential units shall maintain all the Class II lots owned by it.

Section 3. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

Section 4. No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Townhouse or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during any construction and sale period and of the Association, its successors, and assigns, in furtherance of its powers and purposes as herein-after set forth.

Section 5. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept from view of neighboring homes and streets. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio areas.

Section 6. Outside Use of Lots. Except in an individual patio area appurtenant to a dwelling unit, no planting or garden-

ing shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors of their designated representatives. Except for the right of ingress and egress, the Owners of Lots are hereby prohibited and restricted from using any of the Property outside the exterior building lines, patio and carport areas, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of Lots in the Emerald Green Homes subdivision and is necessary for the protection of said Owners.

Section 7. Maintenance. Maintenance, upkeep and repairs of any patio, screens and screen doors, glass surfaces, exterior door and window fixtures, other hardware, and such other items designated by the Board of Directors to be maintained by the Homeowners, shall be the sole responsibility of the individual Owner of the Lot appurtenant thereto and not in any manner the responsibility of the Board of Directors. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area and all exteriors and roofs of the units, including but not limited to, common parking areas and common walks, shall be taken by the Board of Directors or by its duly delegated representatives.

Section 8. Non-Discrimination. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE X

EASEMENTS

Section 1. Each dwelling unit and the Property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachment and for the maintenance of same, so long as

it stands, shall and does exist. In the event a two-family structure is partially or totally destroyed, and then rebuilt, the owners of the dwelling units so affected agree that minor encroachments of parts of the adjacent dwelling unit or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. There is hereby created a blanket easement upon, across, over and under all of the Properties for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the lines and other necessary equipment on this Property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the dwelling units. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Areas in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter into or to cross over the Common Area and any dwelling Unit to perform the duties of maintenance and repair of the dwelling units or Common Areas provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article X shall in no way affect any other recorded easement on said premises. An easement is granted to the Board of Public Works, all law enforcement agen-

cies and the fire department to enter upon the Property in the performance of their duties.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges on or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an 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 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. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation of Additional Property. Declarant reserves the right to annex the area described in Exhibit "D" attached hereto and to include such areas as part of the Property subject to this Declaration, provided that any areas so annexed shall be developed for either single family detached homes or two family dwelling units and provided further that not more than an aggregate of 110 dwelling units shall be developed on all such land so annexed. No vote of the members

shall be required for any such annexation. After December 31, 1986, additional residential property and Common Area may be annexed to the Properties only with the consent of two-thirds of each Class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration (FHA) or the Veterans Administration (VA); dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions. Additional land may be annexed hereto by the Declarant as provided in Section 4 above, provided that the FHA and the VA determine that annexation is in accord with the general plan heretofore approved by them.

Section 6. 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.

IN WITNESS WHEREOF, the undersigned have set their hands this 28th day of September, 1979.

EMERALD GREEN PARTNERSHIP

By John C. Hart
General Partner

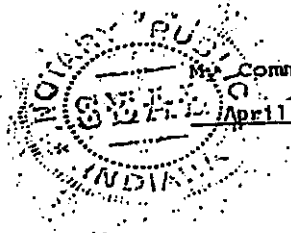
STATE OF INDIANA :
 : SS:
COUNTY OF MARION :

Before me a Notary Public in the State of Indiana and a resident of Marion County, personally appeared Emerald Green Partnership by John C. Hart, its General Partner who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal on this 28th day of September, 1979.

Marjorie W. Reiney
Marjorie W. Reiney, Notary Public

My Commission Expires:
April 18, 1982



This instrument was prepared by Walter E. Wolf, Jr., Attorney
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Legal Description for
Emerald Green Homes
Stages 1, 2, and 3 inclusive
(overall)

part of the Northeast Quarter of Section 14, Township 16 North, Range 2 East in Marion County, Indiana, more particularly described as follows:

Commencing at a point on the East line of the said Quarter Section, North 00 degrees 06 minutes 10 seconds West 491.46 feet from the Southeast corner thereof, said point being the Southeast corner of a Grant of Right of Way to the City of Indianapolis, Department of Transportation for a street commonly known as Commons Drive, recorded January 26, 1977 as Instrument Number 77-004361 in the Office of the Recorder of Marion County, Indiana; thence South 89 degrees 53 minutes 50 seconds West along the Southerly line of said right of way 390.00 feet; thence South 81 degrees 45 minutes 22 seconds West continuing along said right of way 25.25 feet to a point on the Westerly line of land conveyed to Emerald Green Associates, recorded August 10, 1977 as Instrument Number 77-0051186 in the said Recorders Office, said point being the Place of Beginning (the next three courses are along the Westerly line of the said land); thence South 00 degrees 06 minutes 10 seconds East 256.63 feet to a curve having a radius of 125.00 feet, the radius point of which bears South 89 degrees 53 minutes 50 seconds West; thence Southerly and Westerly along the said curve 196.22 feet to a point which bears South 00 degrees 09 minutes 51 seconds East from the said radius point; thence South 89 degrees 50 minutes 09 seconds West 509.97 feet; thence North 00 degrees 06 minutes 30 seconds East 425.00 feet to the Southwest corner of land commonly known as "Recreational Area of Emerald Green" depicted as "Exhibit B" in Declaration of Covenants and Restrictions - Emerald Green Development Project recorded May 9, 1973 as Instrument Number 73-23237 in the said Recorders Office (the next six courses are along the Southerly line of the said Recreational Area); thence North 89 degrees 50 minutes 09 seconds East 138.08 feet; thence South 00 degrees 06 minutes 30 seconds West 10.00 feet; thence North 89 degrees 50 minutes 09 seconds East 100.00 feet; thence South 60 degrees 30 minutes 54 seconds East 98.94 feet; thence North 29 seconds 29 minutes 06 seconds East 68.47 feet; thence South 89 degrees 58 minutes 19 seconds East (North 89 degrees 50 minutes 09 seconds East by description) 167.68 feet to a point on the aforesaid Southerly line of rights of way for Commons Drive; thence South 60 degrees 30 minutes 54 seconds East along the said Southerly line of right of way 95.11 feet; thence continue North 81 degrees 45 minutes 22 seconds East along said right of way 25.26 feet to the place of beginning, containing 5.926 acres, more or less.

EXHIBIT "A"

Legal Description for
Emerald Green Homes
Common Area

Part of the Northeast Quarter of Section 14, Township 16 North, Range 2 East in Marion County, Indiana, more particularly described as follows:

Commencing at a point on the East line of the said Quarter Section, North 80 degrees 06 minutes 10 seconds West 491.46 feet from the Southeast corner thereof, said point being the Southeast corner of a Grant of Right of Way to the City of Indianapolis, Department of Transportation for a street commonly known as Commons Drive, recorded January 26, 1977 as Instrument Number 77-004361 in the Office of the Recorder of Marion County, Indiana; thence South 89 degrees 53 minutes 50 seconds West along the Southerly line of said right of way 390.00 feet; thence South 81 degrees 45 minutes 22 seconds West continuing along said right of way 50.51 feet; thence North 60 degrees 30 minutes 54 seconds West continuing along said right of way 55.11 feet to the Southeast corner of land commonly known as "Recreational Area of Emerald Green" depicted as "Exhibit B" in Declaration of Covenants and Restrictions - Emerald Green Development Project, recorded May 9, 1973 as Instrument Number 73-28237 in the said Recorder's Office; thence North 89 degrees 58 minutes 19 seconds West (South 89 degrees 50 minutes 09 seconds West by description) 112.30 feet to the Place of Beginning; thence South 00 degrees 06 minutes 10 seconds East 315.37 feet; thence South 89 degrees 50 minutes 09 seconds West 30.00 feet; thence North 00 degrees 06 minutes 10 seconds West 110.00 feet; thence South 89 degrees 50 minutes 09 seconds West 244.03 feet; thence South 00 degrees 06 minutes 30 seconds West 110.00 feet; thence South 89 degrees 50 minutes 09 seconds West 30.00 feet; thence North 00 degrees 06 minutes 30 seconds East 315.00 feet to the Southerly line of land commonly known as "Recreational Area of Emerald Green" depicted as "Exhibit B" in Declaration of Covenants and Restrictions - Emerald Green Development Project, recorded May 9, 1973 as Instrument Number 73-28237 in the said Recorder's Office (the next three courses are along the Southerly line of the said Recreational Area); thence North 89 degrees 50 minutes 09 seconds East 28.00 feet; thence South 00 degrees 06 minutes 30 seconds West 10.00 feet; thence North 89 degrees 50 minutes 09 seconds East 1.92 feet; thence South 00 degrees 06 minutes 30 seconds West 110.00 feet; thence North 89 degrees 50 minutes 09 seconds East 70.00 feet; thence South 64 degrees 20 minutes 00 seconds East 77.59 feet; thence South 85 degrees 06 minutes 30 seconds East 70.25 feet; thence North 00 degrees 06 minutes 30 seconds East 100.93 feet; thence North 89 degrees 53 minutes 30 seconds West 25.71 feet to an angle point on the Southerly line of the aforesaid Recreation Area (the next two courses are along the Southerly line of the said Recreational Area); thence North 29 degrees 29 minutes 06 seconds East 68.47 feet; thence South 89 degrees 58 minutes 19 seconds East (North 89 degrees 50 minutes 09 seconds East by description) 55.38 feet to the place of beginning, containing 0.928 acres, more or less.

EXHIBIT "B"

Legal Description for
Emerald Green Homes
Stage One

Part of the Northeast Quarter of Section 14, Township 16 North, Range 2 East in Marion County, Indiana, more particularly described as follows:

Commencing at a point on the East line of the said Quarter Section, North 00 degrees 06 minutes 10 seconds West 491.46 feet from the Southeast corner thereof, said point being the Southeast corner of a Grant of Right of Way to the City of Indianapolis, Department of Transportation for a street commonly known as Commons Drive, recorded January 26, 1977 as Instrument # 77-004361 in the Office of the Recorder of Marion County, Indiana; thence South 89 degrees 53 minutes 50 seconds West along the Southerly line of said right of way 390.00 feet; thence South 81 degrees 45 minutes 22 seconds West continuing along said right of way 25.25 feet to a point on the Westerly line of land conveyed to Emerald Green Associates, recorded August 10, 1977 as Instrument Number 77-0051186 in the said Recorders Office, said point being the Place of Beginning (the next three courses are along the Westerly line of the said land); thence South 00 degrees 06 minutes 10 seconds East 256.63 feet to a curve having a radius of 125.00 feet, the radius point of which bears South 89 degrees 53 minutes 50 seconds West; thence Southerly and Westerly along the said curve 196.22 feet to a point which bears South 00 degrees 09 minutes 51 seconds East from the said radius point; thence South 89 degrees 50 minutes 09 seconds West 124.62 feet; thence North 00 degrees 06 minutes 30 seconds East 110.00 feet; thence North 89 degrees 50 minutes 09 seconds East 139.08 feet; thence North 00 degrees 06 minutes 10 seconds West 315.00 feet to a point on the Southerly line of land commonly known as "Recreational Area of Emerald Green", depicted as "Exhibit B" in Declaration of Covenants and Restrictions - Emerald Green Development Project, recorded May 9, 1973 as Instrument # 73-28237 in the said Recorders Office; thence South 89 degrees 58 minutes 19 seconds East (North 89 degrees 50 minutes 09 seconds East by description) 2.30 feet to a point on the aforesaid Southerly line of right of way for Commons Drive; thence South 60 degrees 30 minutes 54 seconds East along said Southerly line of right of way 95.11 feet; thence continuing North 81 degrees 45 minutes 22 seconds East along said right of way 25.26 feet to the place of beginning, containing 1.278 acres, more or less.

Legal Description for
Emerald Green Homes
Stage Two

Part of the Northeast Quarter of Section 14, Township 16 North, Range 2 East in Marion County, Indiana, more particularly described as follows:

Commencing at a point on the East line of the said Quarter Section, North 00 degrees 06 minutes 10 seconds West 491.46 feet from the Southeast corner thereof, said point being the Southeast corner of a Grant of Right of Way to the City of Indianapolis, Department of Transportation for a street commonly known as Commons Drive, recorded January 26, 1977 as Instrument Number 77-004361 in the Office of the Recorder of Marion County, Indiana; thence South 89 degrees 53 minutes 50 seconds West along the Southerly line of said right of way 390.00 feet; thence South 81 degrees 45 minutes 22 seconds West continuing along said right of way 25.25 feet to a point on the Westerly line of land conveyed to Emerald Green Associates, recorded August 10, 1977 as Instrument Number 77-0051186 in the said Recorders Office, (the next three courses are along the Westerly line of the said land); thence South 00 degrees 06 minutes 10 seconds East 256.63 feet to a curve having a radius of 125.00 feet, the radius point of which bears South 89 degrees 53 minutes 50 seconds West; thence Southerly and Westerly along the said curve 196.22 feet to a point which bears South 00 degrees 09 minutes 51 seconds East from the said radius point; thence South 89 degrees 50 minutes 09 seconds West 124.62 feet to the Place of Beginning; thence North 00 degrees 06 minutes 30 seconds East 110.00 feet; thence South 89 degrees 50 minutes 09 seconds West 385.35 feet; thence South 00 degrees 06 minutes 30 seconds West 110.00 feet; thence North 89 degrees 50 minutes 09 seconds East 385.35 feet to the place of beginning, containing 0.973 acres, more or less.

EMERALD GREEN HOMES
Stage Three

Part of the Northeast Quarter of Section 14, Township 16 North, Range 2 East in Marion County, Indiana, more particularly described as follows:

Commencing at a point on the East line of the said Quarter Section, North 00 degrees 06 minutes 10 seconds West 491.46 feet from the Southeast corner thereof, said point being the Southeast corner of a Grant of Right of Way to the City of Indianapolis, Department of Transportation for a street commonly known as Commons Drive, recorded January 26, 1977 as Instrument Number 77-004361 in the Office of the Recorder of Marion County, Indiana; thence South 89 degrees 53 minutes 50 seconds West along the Southerly line of said right of way 390.00 feet; thence South 81 degrees 45 minutes 22 seconds West continuing along said right of way 25.25 feet to a point on the Westerly line of land conveyed to Emerald Green Associates, recorded August 10, 1977 as Instrument #77-0051186 in the said Recorder Office, (the next three courses are along the Westerly line of the said land); thence South 00 degrees 06 minutes 10 seconds East 256.63 feet to a curve having a radius of 125.00 feet, the radius point of which bears South 89 degrees 53 minutes 50 seconds West; thence Southerly and Westerly along the said curve 196.22 feet to a point which bears South 00 degrees 09 minutes 51 seconds East from the said radius point; thence South 89 degrees 50 minutes 09 seconds West 124.62 feet; thence North 00 degrees 06 minutes 30 seconds East 119.00 feet to the Place of Beginning; thence South 89 degrees 50 minutes 09 seconds West 385.35 feet; thence North 00 degrees 06 minutes 30 seconds East 315.00 feet to the Southwest corner of land commonly known as "Recreational Area of Emerald Green", depicted as "Exhibit B" in Declaration of Covenants and Restrictions - Emerald Green Development Project, recorded May 9, 1973 as Instrument #73-28237 in the said Recorder Office (the next six courses are along the Southerly line of the said Recreational Area); thence North 89 degrees 50 minutes 09 seconds East 138.08 feet; thence South 00 degrees 06 minutes 30 seconds West 10.00 feet; thence North 89 degrees 50 minutes 09 seconds East 100.00 feet; thence South 60 degrees 30 minutes 54 seconds East 98.94 feet; thence North 29 degrees 29 minutes 06 seconds East 68.47 feet; thence South 89 degrees 58 minutes 19 seconds East (North 89 degrees 50 minutes 09 seconds East by description) 165.38 feet; thence South 00 degrees 06 minutes 10 seconds East 315.00 feet; thence South 89 degrees 50 minutes 09 seconds West 139.08 feet to the place of beginning, containing 3.676 acres, more or less.

EXHIBIT "C"

Page 2 of 2 Pages

Emerald Green (residual)

Part of the Southeast Quarter and part of the Northeast Quarter of Section 14, Township 16 North, Range 2 East in Marion County, Indiana, more particularly described as follows:

Commencing on the East line of the said Southeast Quarter Section North 00 degrees 01 minutes 00 seconds West 2443.19 feet from the Southeast corner thereof; thence South 89 degrees 50 minutes 09 seconds West 1059.89 feet to the Place of Beginning which place of beginning is the Southwest corner of land conveyed to Emerald Green Associates, recorded August 10, 1977 as Instrument Number 77-0051156 in the Office of the Recorder of Marion County, Indiana; thence continue South 89 degrees 50 minutes 09 seconds West 327.85 feet to the East line of Highway right of way conveyed by grant recorded May 22, 1959 in Deed Record 1759 as Instrument Number 35996 in the said Recorders Office; thence North 04 degrees 59 minutes 25 seconds West along the said East right of way line 225.03 feet to the North line of the said Southeast Quarter Section; thence North 00 degrees 06 minutes 30 seconds East along the East line of Highway right of way conveyed by grant recorded May 29, 1959 in Deed Record 1751 as Instrument Number 37923 in the said Recorders Office 1452.03 feet to a point which lies North 1452.00 feet from the South line of the said Northeast Quarter Section, as measured parallel with the East line of the West Half of the said Northeast Quarter Section; thence North 89 degrees 40 minutes 32 seconds East parallel with the South line of the said Northeast Quarter Section 67.64 feet to the East line of the said Half Quarter Section; thence South 00 degrees 04 minutes 03 seconds East along the said East line 17.20 feet to a point which lies North 00 degrees 04 minutes 03 seconds West 260.59 feet from the Southwest corner of a tract of 45.63 acres by parallel line off the North end of the East Half of the said Northeast Quarter Section; thence South 60 degrees 30 minutes 54 seconds East 459.65 feet to the Northwest corner of "Section One of Emerald Green" depicted as Exhibit "A" in the Declaration of Horizontal Property Ownership, recorded May 9, 1973 as Instrument Number 73-28236 and redescribed in Correction Certificate, recorded December 5, 1973 as Instrument Number 73-76790 in the said Recorders Office; thence South 29 degrees 29 minutes 06 seconds West along the Westerly boundary of the said Section One of Emerald Green 307.61 feet to the Southwesterly corner thereof; thence continue South 29 degrees 29 minutes 06 seconds West 25.21 feet to the Southwest corner of a Grant of Right of Way to the City of Indianapolis, Department of Transportation for a street commonly known as Commons Drive, recorded January 26, 1977 as Instrument Number 77-004361 in the said Recorders Office, said Southwest corner of right of way lies on a curve having a radius of 125.00 feet, the radius point of which bears South 37 degrees 39 minutes 15 seconds West; thence Southeasterly along said curve 54.21 feet to a point which bears North 62 degrees 30 minutes 07 seconds East from the said radius point, said point being the point of reversed curvature for a curve having a radius of 175.00 feet, the radius point of which bears North 62 degrees 30 minutes 07 seconds East; thence Southeasterly along the said curve 31.84 feet to a point which bears South 52 degrees 04 minutes 42 seconds West from the said radius point, said point being on the West line of land commonly known as "Recreational Area of Emerald Green", depicted as Exhibit "B" in Declaration of Covenants and Restrictions-Emerald Green Development Project, recorded May 9, 1973 as Instrument Number 73-28237 in the said Recorders Office; thence South 00 degrees 06 minutes 30 seconds West along the Westerly line of the said Recreational Area and on extension thereof 738.77 feet to a point on the Northerly line of the aforesaid land conveyed to Emerald Green Associates, (the next two courses are along the Northerly and Westerly boundary of the said land); thence South 89 degrees 50 minutes 09 seconds West 9.16 feet; thence South 00 degrees 06 minutes 30 seconds West 335.00 feet to the place of beginning, containing 13.197 acres, more or less.

EXHIBIT "D"

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FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Comes now Emerald Green Homes Association, Inc. ("Association") and the Lot Owners

and for their amendment to the Declaration of Covenants, Conditions and Restrictions dated

11/8/03, 2003 now say:

RECITALS

WHEREAS the Declaration of Covenants, Conditions and Restrictions was executed on September 28, 1979 and recorded with the Marion County Recorder as Instrument number 79-75552; and

WHEREAS this First Amendment to the Declaration of Covenants, Conditions and Restrictions has been amended by this instrument signed by not less than seventy-five percent (75%) of the Lot Owners as required in Article XI, Section 3 of the Declaration of Covenants, Conditions and Restrictions.

NOW THEREFORE, pursuant to the foregoing, the Declaration of Covenants, Conditions and Restrictions is hereby replaced in its entirety by the following:

ARTICLE I
DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.



APPROVED this 20th
DAY OF December 20 08
PIKE TOWNSHIP ASSESSOR
DRAFTSMAN [Signature]

12/26/08 10:51AM MARINA MARTIN MARION CNTY RECORDER
Inst # 2003-0273595
JAN 23 00 PAGES: 8

described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to each plot of land shown upon any recorded subdivision map or plat of or within the Properties, with the exception of the Common Area, upon which one dwelling unit may be constructed.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners Easements and Rights of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Owners to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication of transfer signed by two-thirds of the Owners, has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, his right of enjoyment to the Common Area and facilities to the members of his family, tenants, or contract purchasers who reside on the property.

ARTICLE III PARTY WALLS

Section 1. General Rules of Law To Apply. Each wall which is built as a part of the

original construction of the homes upon the Properties and connects two dwelling units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the owners who make use of the wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it and if the other Owner thereafter makes use of the wall he shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators.

ARTICLE IV
USE RESTRICTIONS

Section 1. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof,

Section 2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

Section 3. No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Townhouse or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said Property.

Section 4. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept from view of neighboring homes and streets. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio areas.

Section 5. Outside Use of Lots. Except in an individual patio area appurtenant to a dwelling unit, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property. Except for the right of ingress and egress, the Owners of Lots are hereby prohibited and restricted from using any of the Property outside the exterior building lines, patio, and carport areas. It is expressly acknowledged and agreed by all parties

concerned that this paragraph is for the mutual benefit of all Owners of Lots in the Emerald Green Homes subdivision and is necessary for the protection of said Owners.

ARTICLE V EASEMENTS

Section 1. There is hereby created a blanket easement upon across, over and under all of the Properties for egress, installation, replacing, repairing and maintaining all utilities including but not limited to water, sewers, gas, telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the lines and other necessary equipment on this Property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the dwelling units. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Areas in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property except as initially programmed. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the easements provided for in this Article shall in no way affect any other recorded easement on said premises. An easement is granted to the Board of Public Works, all law enforcement agencies and the fire department to enter upon the Property in the performance of their duties.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Enforcement. Any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges on or hereafter imposed by the provisions of this Declaration. Failure by an 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 2. 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 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4 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.

The undersigned hereby represent that the provisions governing amendment of the Declaration as described in Article XI, Section 3 have been met and satisfied.

Signature: J J Rogers

Signature: Marti Johnson

Printed Name: JULIUS J ROGERS Printed Name: Marti Johnson

Address: 4280 MISSION DR
INDIANAPOLIS, IN 46254

Address: 4276 Mission Dr
Indpls, IN 46254

Signature: Tommy Shelton

Signature: Ruth E. Brown

Printed Name: TOMMY SHELTON

Printed Name: RUTH E. BROWN

Address: 4264 MISSION

Address: 6338 MISSION TERRACE
INDPLS. IN. 46254

Signature: Betty Cade Pops

Signature: Darla Farmer

Printed Name: Betty Cade Pops

Printed Name: Darla Farmer

Address: 4240 Mission Drive
Indpls, IN 46254

Address: 4252 Mission Dr.

Signature: Sophia Cage

Signature: Elizabeth A. Groshong

Printed Name: Sophia Cage

Printed Name: Elizabeth A. Groshong

Address: 6342 Mission Terrace

Address: 4244 Mission Drive
INDPLS, IN 46254

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Address: _____

Address: _____

IN WITNESS WHEREOF, the undersigned has caused this first Amendment to be executed as of the date written above.

**Emerald Green Homes Association, Inc.
A Not-For-Profit Corporation**

by: Sophia Cage
Secretary, Emerald Green Homes Association, Inc.
Sophia Cage

Witness my hand and Notarial Seal this 8 day of 11 mo., 2003.

Barbara Marcotte

Printed Barbara Marcotte

My Commission Expires:

Sept. 12, 2011

Notary Public Hendricks County

This Instrument Prepared By:
Theresa A. Glass-Moody
Attorney At Law
8103 E. U.S. Hwy. 36, #125
Avon, IN 46123