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FILED
NOV 15 2002
LAWRENCE TOWNSHIP
ASSESSOR

MARTHA J. WOLACKS
11/7/02 10:19 AM
SUBJECT: DEED OF ACCEPTANCE
FOR TRANSFER

DECLARATION OF RESTRICTIONS FOR HIDDEN OAK

THIS DECLARATION, made this 7th day of NOVEMBER, 2002
by Hidden Oak Development Company, LLC (hereinafter referred to as the "Developer");

WITNESSETH:

WHEREAS, the Developer is the owner of all the land contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands are part of a development known as Hidden Oak and the subject of this Declaration ("Development"); and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and, before doing so, desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Development and the future owners thereof, while including the Development in the Association and under the jurisdiction of the Committee of the Development;

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. For a period of five years after the sale of the last lot in the Development, Developer specifically reserves unto itself the right and privilege to include additional real estate as a part of the Development.

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1. DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration.

A. "Committee" shall mean the Hidden Oak Development Committee composed of the Developer or three members appointed by the Developer who shall be subject to removal by the Developer at any time. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove members of the Committee.

B. "Association" shall mean the Hidden Oak Homeowners Association, Inc., a

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not-for-profit corporation.

C. "Lot" shall mean any parcel of residential real estate described by the plat of the Development which is recorded in the office of the Recorder of Marion County, Indiana.

D. "Approvals, determinations, permissions, or consents" required herein shall be deemed given if they are given in writing signed, within respect to the Developer of the Association by the President or Vice-President thereof, and with respect to the Committee, by two members thereof.

E. "Color scheme" shall mean a combination of siding, trim, shutters and front door color.

F. "Owner" shall mean a person, partnership, trust or corporation who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

G. "Development" shall mean the subdivision known as Hidden Oak, including existing and future sections subject to this Declaration.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot platted as part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded Plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Developer in a rezoning or approval proceedings before the applicable development approval body in Marion County, Indiana. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future by applying to the applicable approval body and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

B. Prohibited Improvements. Sheds, minibarns, outbuildings (except poolhouses or cabanas), above ground pools, antennae, satellite disks which exceed one meter in diameter, or clothes lines shall not be erected or placed on any lot. Solar panels may not be erected or placed on the front or side roof of any house. Lawn ornaments are permitted in rear yards only.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed in the development, exclusive of porches, terraces, garages, carports, accessory buildings, or basements, or any portion thereof, shall not contain less than 2000 square feet of living area.

B. Residential Setback Requirements. Front Setbacks. Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the plat of the Development. Side Setbacks. Side yard setbacks shall be a minimum of seven (7) feet, fourteen (14) feet in total.

C. Fences. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, all fences must be approved by the Committee as to location, and composition before it may be installed. All fences shall be wooden (including, but not limited to Decorative Wood, Rustic Rail 6" minimum or Split Rail), decorative, PVC, ornamental iron or decorative metal. Non-reflective or vinyl coated metal fence (including chain link) may be installed as an integral part of a fence constructed of the aforementioned materials in order to provide a secure enclosure. Barbed wire, chain link or similar fences shall be prohibited. All fences shall be constructed so that the finished side thereof shall face the adjacent lots. Except for temporary decorative fences in the yards of model homes while being used as model homes, fences shall not be erected beyond the setback lines in the front yard. However, corner lots (those with two (2) frontages) may erect a fence up to five feet (5') beyond the side yard setback line which faces a street.

D. Tree Preservation, Clearing and Erosion Control. A clearing/tree preservation plan must be approved by the Developer or its designee before construction begins. The Developer places a high degree of emphasis on common area and individual lot tree preservation; and as a result thereof the clearing plan will be assessed with an emphasis on minimal tree removal. No live tree with a trunk diameter of 6 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee or the builder. During construction, silt fencing must be installed around the clearing area.

E. Uniform Mailboxes and Lighting. Uniform yard lights, Maxim Model Number 1023 in Taupe with Maxim Post Number 1093 in Taupe (crossbars optional) are required to be installed by the builder on each lot. Uniform mailboxes, Caporale large Custom mailbox painted Raisin with Chancery lettering, installed on a 6"x6" painted Clovertop post are required to be installed by the builder on each lot.

F. Landscaping. Front yards must be sodded. Side and rear yards may be seeded and covered with straw.

G. Exterior Construction. All siding to be wood, LP or Cemplank/Hardi plank type material or other similar, non-vinyl material. Masonry shall be brick, stucco or stone. All windows to be wood, or wood with vinyl or aluminum clad type material. No vinyl or aluminum siding or vinyl windows are allowed. All driveways must be paved with asphalt or concrete. The minimum roof pitch shall be 7/12. The minimum front gable or hip roof pitch shall be 10/12. Roof colors shall be required to include gray,

weathered wood or charcoal. There shall be a separation of one lot before a house type and elevation or color scheme shall be repeated on the same side of the street. The same house type and elevation cannot be located directly across the street from one another.

H. House Approval. Prior to the start of construction all houses in the development shall first be approved by the Developer or its designee; along with exterior house colors (including roofs and masonry), clearing/tree preservation plan and plot plan.

I. Committee Approval. All fences, awnings, satellite dishes less than one meter in diameter (as to screening, location and landscaping), playground equipment, poolhouses and cabanas, additions and other improvements shall be approved by the Committee prior to erection. Prior to construction, the builder or Owner shall submit to the Committee a plot plan, print or brochure and a color scheme.

J. Garages and Sidewalks Required. All residential dwellings in the Development shall include a two-car enclosed garage and public sidewalks.

K. Heating Plants. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

L. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. A dumpster or trash pen shall be required on each site prior to the start of framing.

M. Sales of Lots by Developer. Every lot within the Development shall be sold to a Developer approved builder, a homeowner who shall have a contract with a Developer approved builder, or developed by the Developer.

N. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

O. Playground Equipment. Playground equipment shall be redwood, cedar or a treated wood material, or a combination of treated wood material and plastic, and may not be erected on any lot without prior Committee approval.

P. Maintenance of Lots and Improvements. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:

- (i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

- (ii) Remove all debris or rubbish.
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
- (iv) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Outside Toilets. No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Marion County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

5. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be permitted on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development, except entry signs and home or lot sales signs.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No trucks, campers, trailers, boats or similar vehicles shall be parked on any street or on any lot in the Development. Furthermore, disabled or non-operational vehicles of any kind shall not be parked on any lot, driveway or street. Storage of any vehicle is prohibited, except in a driveway or enclosed garage.

E. Garbage and Other Refuse. A dumpster or trash pen shall be required on site prior to house framing. No Owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed

and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. Ditches and Swales. It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. Further, drainage easements shall not be altered in any fashion.

J. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, unless public sewer tap-in is unavailable.

6. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES.

Each common facility depicted on the recorded plat of the Development shall remain private; and the common area shown on the plat can never be separated from the plat, nor developed. The Developer's execution or recording of the plat or the doing of any other act by the Developer is not, nor is intended to be, or shall not be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in this Declaration of Restrictions of Hidden Oak. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association. However, the common area cannot be mortgaged or conveyed without the consent of at least 67% of the lot owners, excluding the Developer.

Maintenance of the common areas and community amenities shall be the responsibility of the Homeowners Association. Such responsibilities may include, but not be limited to: mowing; maintenance of landscaping, ponds, mulch walking and fitness trails, entry monument, street signs, community lighting and recreational areas. Funding for the maintenance shall be from the Homeowners Association annual assessment, in accordance with the By-Laws of the Homeowners Association.

7. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but, except for negligence or unworkman like product or services, neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide

by, enforce or carry out any of these Restrictions. In the event of any legal action being taken under the terms of this paragraph, the prevailing party shall be entitled to recover reasonable attorneys fees.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Association's or Developer's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association or the Developer shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of the Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. Furthermore, the Developer, Association or any public or governmental division or entity shall have the right to enter upon lots which abut or encroach a pond for purposes of maintenance or upkeep. Except for negligence or unworkmanlike products or services, neither the Developer, the Association nor any of their agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

8. EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association (including automatic membership therein by all lot owners) with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Association and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

9. TITLES.

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

10. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

11. AMENDMENT.

This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Marion County, Indiana, executed by the Developer or the Association and at least 75% of the lot owners. Modification or waiver of any provisions of this Declaration shall be done one at a time and not as a whole.

12. SEVERABILITY.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

13. LIEN OF ASSESSMENT.

All sums assessed by the Association, but unpaid, including installments of the Annual Assessment and Special Assessments, and any fines duly imposed by the Association, together with late charges, interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owners lot prior to all other liens, except only:


- (a) Tax liens on the lot in favor of any assessing unit or special district; and
- (b) All sums unpaid on a first mortgage of record.

The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the lot Owner for such assessments. No such sale or transfer shall relieve the lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of 90% of all the Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

The initial assessment for Owners in the Development shall be \$450.00 per year, subject to changes as provided for in the By-Laws of the Association.

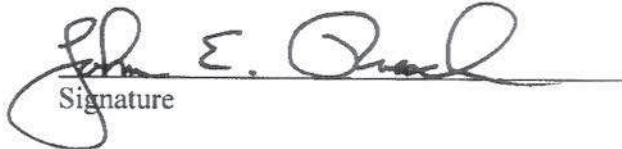
IN TESTIMONY WHEREOF, witness the signature of the Declarant this 2 day of NOVEMBER, 2002.

HIDDEN OAK DEVELOPMENT COMPANY, LLC
By: The Bradford Group, Inc., as the
Managing Member

By: 
James L. Brothers, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared James L. Brothers, President of The Bradford Group, Inc., Managing Member, who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that corporation and the limited liability company. Witness my hand and seal this 7 day of November, 2002.


Signature

John E. Roesch
Printed

NOTARY PUBLIC

My Commission Expires: 02/13/08

County of Residence: Hamilton



This instrument was prepared by Stephen D. Mears, Attorney at Law,
8395 Keystone Crossing, Suite 104, Indianapolis, Indiana 46240

LEGAL DESCRIPTION

A part of the Northeast Quarter of Section 32, Township 17, Range 5 East in Lawrence Township, Marion County, Indiana; said being more particularly described as follows:

BEGINNING at a rebar marking the Southeast corner of said Northeast Quarter; thence South 89 degrees 35 minutes 47 seconds West along the South line of said Northeast Quarter a distance of 806.66 feet to a 5/8" capped rebar "Gibson" (set by survey of November 6, 2001) marking the Southwest corner of a 25 acre tract of land described in Instr. No. 74-74416 in the Office of the Recorder of said Marion County. (The next three (3) calls are along the Westerly and Northerly boundaries of said 25 acre tract.) 1.) thence North 00 degrees 15 minutes 38 seconds East, parallel with the East line of said Northeast Quarter, a distance of 1262.00 feet to a MAG Nail (set by survey of November 6, 2001) in the center line of Indian Lake Road; 2.) thence North 89 degrees 33 minutes 34 seconds East, along said center line, a distance of 242.25 feet; 3.) thence North 77 degrees 36 minutes 53 seconds East, along said centerline, a distance of 128.09 feet to a MAG Nail (set by survey of November 6, 2001) marking the Northwest corner of a tract of land identified as Parcel No. 4019155 in the Office of the Lawrence Township Assessor. (The next two (2) calls are along the Westerly and Southerly boundaries of said Parcel No. 4019155); 1.) thence South 00 degrees 15 minutes 38 seconds West, parallel with the East line of said Northeast Quarter a distance of 395.15 feet to an iron pipe found; 2.) thence North 88 degrees 34 minutes 12 seconds East a distance of 200.15 feet to an iron pipe found. (The next two (2) calls are along the Southerly boundaries of a tract of land identified as Parcel No. 4005608 in the Lawrence Township Assessor's Office); 1.) thence South 57 degrees 50 minutes 06 seconds East a distance of 105.05 feet to a concrete marker found; 2.) thence North 89 degrees 45 minutes 41 seconds East (passing through a rebar found at a distance of 149.70 feet) a distance 150.16 feet to the East line of said Northeast Quarter; thence South 00 degrees 15 minutes 38 seconds West along said East line a distance of 840.20 feet to the Point of Beginning. Containing 19.466 acres more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record.

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KATHERINE SWEENEY BELL
MARION COUNTY IN RECORDER

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By: ER

CROSS REFERENCE: 2002-0222819

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

FOR HIDDEN OAK

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS (this "First Amendment") is made effective as of this 10th day of August, 2015 (the "Effective Date"), by Hidden Oak Homeowners Association, Inc., an Indiana nonprofit corporation (hereinafter referred to as the "Association")

WITNESSETH:

WHEREAS, the Declarant recorded that certain "Declaration of Restrictions for Hidden Oak," dated November 7, 2002, recorded as Instrument No. 2002-0222819 on November 9, 2002, in the Office of the Marion County Recorder, State of Indiana (the "Declaration");

WHEREAS, the Association and lot owners in the Development desire to amend the Declaration as permitted in the Declaration;

WHEREAS, as required by the Declaration, the Association and at least 75% of the lot owners have adopted this First Amendment as evidenced by their signatures below;

WHEREAS, the Association shall cause this First Amendment to be recorded in the Office of the Marion County Recorder, State of Indiana; and

WHEREAS, all capitalized words and phrases in this First Amendment shall have the meaning ascribed to them in the Declaration unless otherwise provided herein and, unless amended by this First Amendment, the terms, conditions and provisions of the Declaration shall continue to be in full force and effect;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Declaration shall be amended as follows:

1. Section 2. "Character of the Development," B. Prohibited Improvements, is hereby amended in its entirety to read as follows:

B. Prohibited Improvements and Buildings. Sheds, minibarns, trailers, outbuildings (except pool houses or cabanas), above ground pools, antennae, satellite discs which exceed one meter in diameter, windmills, wind turbines, or clothes lines shall not be erected or placed on any lot. Solar panels may not be erected or placed in the front or side roof of any house. Lawn ornaments are permitted in rear yards only.

THIS DOCUMENT IS PROVIDED FOR SOLE USE OF THE MARION COUNTY RECORDER AND IS NOT VALID FOR SALE UNDER IC 36-2-7

THIS DOCUMENT IS PUBLIC FOR RELEASE UNDER IC 36-2-7

2. Section 2. "Character of the Development." is hereby amended to add a new section D to read in its entirety as follows:

D. Approval of Existing Dwellings and Structures. Any dwellings or structures not in compliance with the provisions of Section 3, "Restrictions Concerning Size, Placement and Maintenance of Dwelling Houses and Other Structures" on the Effective Date are hereby approved; provided, however, that any modification to any dwellings or structures so approved shall comply with the terms and conditions of this Declaration as amended by this First Amendment and all applicable laws, rules and ordinances.

3. Section 5. "General Prohibitions." D. Vehicle Parking, is hereby amended in its entirety to read as follows:

D. Vehicle Parking and Vehicle Repair. No trucks, truck cabs, campers, trailers, boats, recreational vehicle, motor coaches, or similar vehicles shall be parked or stored on any street or on any lot in the Development for longer than seventy two (72) hours. Furthermore, disabled or non-operational vehicles of any kind shall not be parked on any lot, driveway or street. Storage of any vehicle is prohibited, except in a driveway or enclosed garage. Repair or alteration of vehicles shall not be permitted on any lot, unless entirely within a garage permitted to be constructed by the Declaration. No Owner shall repair or make alterations to a vehicle in or on a public street in the Development.

4. Section 5. "General Provisions." is hereby amended to add the following:

K. Business Use; Home Occupations. No buildings or structures may be erected on any lot in the Development for business use. No business may be conducted on any part of a lot in the Development, other than home occupations permitted in the Dwelling District Zoning Ordinance of the City of Indianapolis-Marion County, as it may be amended from time to time; provided, however, that for the purpose of the Declaration, permitted home occupations in the Development shall not include in-home daycare operations, unless the daycare is being provided to no more than six (6) children, not including the children for whom the Owner is a parent, stepparent, guardian or other relative. All home occupations shall be conducted in accordance with applicable federal and state law and local ordinances. Parking for employees, customers, contractors, agents or others associated with the home occupation shall not be on the public streets in the Development.

L. Leasing. No lot or structure in the Development shall be leased, rented or subleased in whole or in part by any Owner except that the entire lot and structures thereon may be leased by the Owner thereof pursuant to the terms and conditions of a written lease that shall have received the prior written approval as to form and content by the Board of Directors of the Development. Any lease shall state that the tenants must comply with the terms and conditions of this Declaration. In the event the Owner desires to amend the lease or sublease the Owner shall receive prior written approval as to form and content from the Board of Directors of the Development.

FOR RELEASE UNDER IC 36-2-7

THIS DOCUMENT IS INTENDED FOR SOLE USE IN CONNECTION WITH A REAL ESTATE TRANSACTION

M. Livestock, Poultry and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the Development, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Owners of such household pets shall confine them to their respective lots in the Development.

IN WITNESS WHEREOF, this First Amendment to Hidden Oak Declaration has been executed by the Association and the Owners effective as of the day first above written. The signatures of the Owners are attached hereto as Exhibit A.

"Association"

Hidden Oak Homeowners Association, Inc.,
an Indiana nonprofit corporation

By: Marci A. Reddick
Printed Name: Marci A. Reddick
President

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally Marci A. Reddick, the President of the Hidden Oak Homeowners Association, Inc., an Indiana nonprofit corporation, who acknowledged the execution of the foregoing First Amendment to Declaration of Restrictions for Hidden Oak on behalf of said corporation and the individual lot owners listed above, personally known to me who having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Seal this 10th day of August, 2015.

My Commission Expires:

My County of Residence:



Notary Public

Printed Name

I affirm, under penalty of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Marci A. Reddick

This instrument prepared by and return after recording to: Marci A. Reddick, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, IN 46204.

NOT ELIGIBLE FOR RESALE UNDER IC 16-2.7

EXHIBIT A

OWNERS' SIGNATURES

[see pages that follow]

THIS DOCUMENT IS PROVIDED FOR SOLE USE OF FIDELITY NATIONAL TITLE GROUP AND IS NOT ELIGIBLE FOR RESALE UNDER IC 36.2.7

THIS DOCUMENT IS PROVIDED FOR SINGLE USE ONLY

BALLOT 1
RESOLUTIONS
OF THE MEMBERS OF
HIDDEN OAK HOMEOWNERS ASSOCIATION, INC.

Amendments to the Declaration Concerning the Character of Development, General Prohibitions and General Provisions

Homeowners in the Hidden Oak Subdivision requested that changes be made in certain provisions of the Declaration of Restrictions for Hidden Oak dated as of November 7, 2002 (the "Declaration"). A copy of the proposed First Amendment to Declaration of Restrictions for Hidden Oak was distributed to all Owners prior to the Annual Meeting of the Association (the "First Amendment").

RESOLVED, that the Association hereby authorizes and approves the changes in the provisions in the Declaration as provided in the First Amendment and the officers of the Association are hereby authorized and directed to record the First Amendment with the Office of the Marion County Recorder.

FOR AGAINST
(one vote per Lot)

Owner(s)
Lora L. Bisard
(signature)

Lora L. Bisard
(printed name)

Date: 8-5-75

Owner(s)

(signature)

(printed name)

Date: _____

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BALLOT 1
RESOLUTIONS
OF THE MEMBERS OF
HIDDEN OAK HOMEOWNERS ASSOCIATION, INC.

Amendments to the Declaration Concerning the Character of Development, General Prohibitions and General Provisions

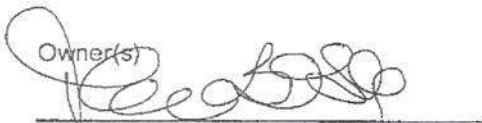
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RESOLVED, that the Association hereby authorizes and approves the changes in the provisions in the Declaration as provided in the First Amendment and the officers of the Association are hereby authorized and directed to record the First Amendment with the Office of the Marion County Recorder.

FOR _____ AGAINST _____
(one vote per Lot)

Owner(s) _____

(signature)
John Bastic
(printed name)

Date: 7-16-15

Owner(s) _____

(signature)
Tricia Bostk
(printed name)

Date: 7.16.15

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BALLOT 1
RESOLUTIONS
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HIDDEN OAK HOMEOWNERS ASSOCIATION, INC.

*Amendments to the Declaration Concerning the Character of Development, General
Prohibitions and General Provisions*

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RESOLVED, that the Association hereby authorizes and approves the changes in the provisions in the Declaration as provided in the First Amendment and the officers of the Association are hereby authorized and directed to record the First Amendment with the Office of the Marion County Recorder.

FOR _____ AGAINST _____
(one vote per Lot)

Owner(s)

Nancy Breedlove
(signature)

Lot 12

Nancy Breedlove
(printed name)

Date: 3/24/15

Owner(s)

(signature)

(printed name)

Date: _____

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BALLOT 1
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FOR _____ AGAINST _____
(one vote per Lot)

Owner(s)

Nancy Bredlove
(signature)

Lot 16

Nancy Bredlove
(printed name)

Date: 3/24/15

Owner(s)

(signature)

(printed name)

Date: _____

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RESOLVED, that the Association hereby authorizes and approves the changes in the provisions in the Declaration as provided in the First Amendment and the officers of the Association are hereby authorized and directed to record the First Amendment with the Office of the Marion County Recorder.

FOR _____ AGAINST _____

(one vote per Lot)

Owner(s)

Nicolas Breedlove

(signature)

Lot 17

Nicolas Breedlove

(printed name)

Date: 04/27/15

Owner(s)

(signature)

(printed name)

Date: _____

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FOR _____ AGAINST _____
(one vote per Lot)

Owner(s)

Karen S Brown
(signature)

KAREN S BROWN
(printed name)

Date: 3-24-15

Owner(s)

(signature)

(printed name)

Date: _____

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FOR AGAINST _____
(one vote per Lot)

Owner(s)

Mary Ann Callahan
(signature)

MARY ANN CALLAHAN
(printed name)

Date: 3/24/15

Owner(s)

(signature)

(printed name)

Date: _____

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FOR AGAINST
(one vote per Lot)

Owner(s)
Lisa R. Cangany
(signature)

Lisa R. Cangany
(printed name)

Date: ~~12~~ 3-24-15

Owner(s)
John B. Cangany
(signature)

John B. Cangany
(printed name)

Date: 3/24/15

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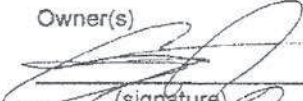
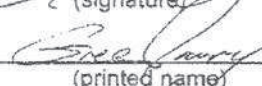
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FOR AGAINST
(one vote per Lot)

Owner(s)

(signature)

(printed name)
Date: 7/10/05

Owner(s)

(signature)

(printed name)
Date: _____

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RESOLVED, that the Association hereby authorizes and approves the changes in the provisions in the Declaration as provided in the First Amendment and the officers of the Association are hereby authorized and directed to record the First Amendment with the Office of the Marion County Recorder.

FOR AGAINST _____
(one vote per Lot)

Owner(s)
Bren Platter
(signature)
Bren Platter
(printed name)
Date: 03/24/15

Owner(s)

(signature)

(printed name)
Date: _____

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FOR AGAINST _____
(one vote per Lot)

Owner(s)

Margaret Glodowski
(signature)

Margaret Glodowski
(printed name)

Date: 3-24-15

Owner(s)

Dan Anderson
(signature)

DAN ANDERSON
(printed name)

Date: 3/24/15

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XBALLLOT 1
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RESOLVED, that the Association hereby authorizes and approves the changes in the provisions in the Declaration as provided in the First Amendment and the officers of the Association are hereby authorized and directed to record the First Amendment with the Office of the Marion County Recorder.

FOR X AGAINST _____
(one vote per Lot)

Owner(s)

_____ Digitally signed by James E Hansen
DN: cn=James E Hansen, o=Glenmark Construction Co., Inc., ou=Sr. PM, email=jhansen@glenmarkconstruction.com, c=US
Date: 2015.07.30 10:48:21 -04'00'

Owner(s)

(signature)

(printed name)
Date: _____

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RESOLVED, that the Association hereby authorizes and approves the changes in the provisions in the Declaration as provided in the First Amendment and the officers of the Association are hereby authorized and directed to record the First Amendment with the Office of the Marion County Recorder.

FOR AGAINST
(one vote per Lot)

Owner(s)

Herbert Henry
(signature)

Herbert Henry
(printed name)

Date: July 28, 2015

Owner(s)

Sharon Henry
(signature)

Sharon Henry
(printed name)

Date: 7-28-15

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FOR AGAINST
(one vote per Lot)

Owner(s)

[Signature]
(signature)

David Krause
(printed name)

Date: 8/3/15

Owner(s)

[Signature]
(signature)

Rebecca A. Krause
(printed name)

Date: 8/3/15

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FOR AGAINST _____
(one vote per Lot)

Owner(s)

Kirk Maddock

(signature)

KIRK MADDOCK

(printed name)

Date:

3/24/2015

Owner(s)

(signature)

(printed name)

Date: _____

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FOR 1 AGAINST _____
(one vote per Lot)

Owner(s) [Signature]
(signature)
DJ Miller
(printed name)

Date: 7/27/15

Owner(s)

(signature)

(printed name)
Date: _____

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FOR AGAINST _____
(one vote per Lot)

Owner(s)
Patrick Murphy
(signature)
Patrick Murphy
(printed name)
Date: 3-28-15

Owner(s)

(signature)

(printed name)
Date: _____

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FOR AGAINST
(one vote per Lot)

Owner(s)
Peter O. Ray
(signature)

PETER O. RAY
(printed name)

Date: 24 MAR 2015

Owner(s)
Brenda T. Ray
(signature)

Brenda T. Ray
(printed name)

Date: 3-24-15

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FOR _____ AGAINST _____

(one vote per Lot)

Owner(s)

Maria A. Reddick
(signature)

Marci A. Reddick
(printed name)

Date: 3-24-15

Owner(s)

(signature)

(printed name)

Date: _____

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FOR AGAINST _____
(one vote per Lot)

Owner(s)

Gregory B. Smith
(signature)

GREGORY B. SMITH
(printed name)

Date: 3/14/15

Owner(s)

Jane E. Smith
(signature)

JANE E. SMITH
(printed name)

Date: 3/14/15

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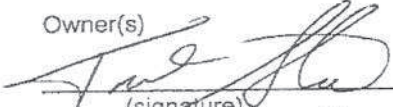
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FOR _____ AGAINST _____
(one vote per Lot)

Owner(s)



(signature)

Trent Stone

(printed name)

Date: 3/24/15

Owner(s)

(signature)

(printed name)

Date: _____

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FOR _____ AGAINST _____
(one vote per Lot)

Owner(s)

Dexter L. Thompson
(signature)

DEXTER L. THOMPSON
(printed name)

Date: 3-20-15

Owner(s)

(signature)

(printed name)

Date: _____

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FOR AGAINST
(one vote per Lot)

Owner(s)
Lynn Utley
(signature)
Lynn Utley
(printed name)
Date: 4-27-2015

Owner(s)

(signature)

(printed name)
Date: _____

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FOR AGAINST _____
(one vote per Lot)

Owner(s)

Margaret A. Ward
(signature)

Margaret A. Ward
(printed name)

Date: 7-23-15

Owner(s)

(signature)

(printed name)

Date: _____

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PLAT

Subdivision/ HPR Hidden oaks subdivision

Legal Description pt of the NE 1/4 of section 32
township 17 range 5

Owner Bradford group inc

Cross Reference 2002 222419 DMD/VOID STAMP X

LAND SURVEYOR X

TOWNSHIP X

AUDITOR X

NOTARY X

Declaration _____

Other _____

Township Lawrence

Contact Person William Evans

Phone Number 462 4055

2005 - 7032

HIDDEN OAK SUBDIVISION CERTIFICATE OF CORRECTION TO THE FINAL DETAILED PLAT

FILED
JUN 11 2005
LANDING TOWNSHIP ASSESSOR

COUNTY	SHEET
SUBSECTION NO.	



CURVE DATA

LINE NO.	START STATION	END STATION	CHORD BEARING	CHORD DISTANCE	CHORD MIDPOINT STATION	CHORD MIDPOINT BEARING	CHORD MIDPOINT DISTANCE
1	14+00	14+49	S 24° 45' 00\"/>				

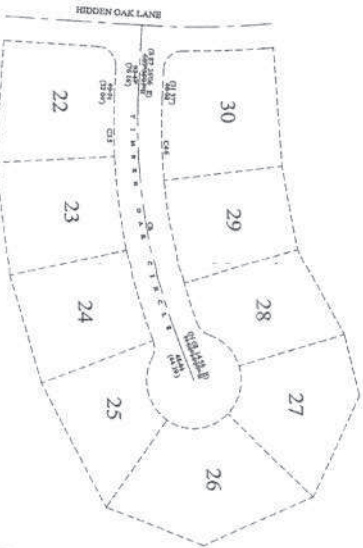
ENTRANCE

I, the undersigned Registered Land Surveyor, do hereby certify that I prepared the plat of "Hidden Oak Subdivision" which appears of record as Instrument No. 2003-022330 in the Office of the Recorder of Marion County, Indiana, and that said plat contains certain errors and omissions. Therefore, I have prepared this certificate of correction under my direct supervision and to the best of my professional knowledge, information and belief it is an accurate representation of the changes made to correct said errors. The corrected dimensions are shown in parentheses and the incorrect dimensions are shown with strikethroughs.

CERTIFIED 1-10-05



Paul D. [Signature]
Surveyor General of Indiana
Land Surveyor License No. 23400



REPORT PREPARED BY:
DATE: 1-10-05
361 N.E. 21ST AVENUE
MILWAUKEE, WI 53211

LOT 15

State of Indiana
County of Marion
13 days for 2005

[Signature]
X State of Indiana

[Signature]
Mark D. Fisher, Surveyor