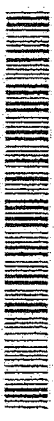


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AMENDED AND RESTATED
DECLARATION OF COVENANTS
AND RESTRICTIONS

FOR

HUNTINGTON WOODS

BOONE COUNTY

**AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS
HUNTINGTON WOODS**

This Amended and Restated Declaration, made as of this 5th day of March, 2018, by the Huntington Woods Community Association, Inc., an Indiana non-profit corporation (the "Corporation").

WITNESSETH:

WHEREAS:

- A. The Corporation and Members (as defined herein) of the Corporation are owners of the real estate described in Exhibit A and comprising the Huntington Woods subdivision.
- B. The Corporation owns and maintains certain improvements and amenities which constitute the Community Area (as defined herein).
- C. The Corporation desires to provide for the preservation and enhancement of the property values, amenities and opportunities in Huntington Woods and for the maintenance of the Community Area and the improvements thereon, and to this end desires to subject the real estate to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of the Lots and land in the Subdivision (as defined herein) and the future owners thereof.
- D. The Corporation deems it desirable, for the efficient preservation of the values and amenities in Huntington Woods, to serve as the entity to which may be delegated and assigned the powers of owning, maintaining and administering the Community Area, administering and enforcing the Restrictions (as defined herein), collecting and disbursing the Assessments and charges hereinafter created, and promoting the health, safety and welfare of the Owners (as defined herein) of Lots (as defined herein).
- E. The Corporation was incorporated under the laws of the State of Indiana, an Indiana nonprofit corporation known as "Huntington Woods Community Association, Inc.," for the purpose of exercising such functions.

NOW, THEREFORE, the Lots and lands comprising the Subdivision, as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved are subject to the following Restrictions, all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision (as defined herein) as a whole and each of the Residences, Lots and lands situated therein. The Restrictions shall run with the land and shall be binding upon the Corporation and Members, their respective successors and assigns, and upon the parties having or acquiring any interest in the Subdivision or any part or parts thereof subject to such Restrictions. The Restrictions shall inure to the benefit of the Corporation and/or the Members, as applicable, and their respective successors in title to the Subdivision or any part or parts thereof.

1. DEFINITIONS. The following terms, as used in this Amended and Restated Declaration, unless the context clearly requires otherwise, shall mean the following:

(a) "Architectural Review Board" means that board established pursuant to Paragraph 10 of this Amended and Restated Declaration for the purposes therein stated.

(b) "Articles" means the Articles of Incorporation of the Corporation as amended from time to time.

(c) "Assessments" means all sums lawfully assessed against the Members of the Corporation and as declared by this Amended and Restated Declaration, the Articles or the By-Laws (as defined herein).

(d) "Board of Directors" means the governing body of the Corporation elected by the Members in accordance with the By-Laws.

(e) "By-Laws" means the Code of By-Laws of the Corporation, as amended from time to time.

(f) "Huntington Woods" means the name by which the Subdivision shall be known.

(g) "Community Area" means (i) the Drainage System (as defined herein); (ii) the Entry Ways (as defined herein); (iii) the Roadways (as defined herein) to the extent not maintained by public authority; (iv) any utility service lines or facilities not maintained by a public or private utility company or governmental agency that serve more than one Lot; and (v) any area of land (1) shown on the Plat (as defined herein); (2) described in any recorded instrument depicting the Subdivision; and (3) conveyed to or acquired by the Corporation together with all improvements thereto, that are intended to be devoted to the use or enjoyment of some, but not necessarily all, of the Owners of Lots.

(h) "Corporation" means Huntington Woods Community Association, Inc., an Indiana nonprofit corporation, its successors and assigns.

(i) "Drainage Board" means the Town of Zionsville or the Boone County Drainage Board, as applicable, and their respective successors or assigns.

(j) "Drainage System" means the open drainage ditches and swales, the subsurface drainage tiles, pipes and structures, the dry and wet retention and/or detention areas, and the other structures, fixtures, properties, equipment and facilities located in the Subdivision and designed for the purpose of controlling, retaining or expediting the drainage of surface and subsurface waters from, over and across the Subdivision, including but not limited to those shown or referred to on the Plat, all or part of which may be established as legal drains subject to the jurisdiction of the Drainage Board.

(k) "Entry Ways" means the structure constructed as an entrance to Huntington Woods or a part thereof (exclusive of the street pavement, curbs and drainage structures and tiles), the traffic island, if any, and the grassy area surrounding such structures, serving the Subdivision.

(l) "Landscaping Easement" means a portion of a Lot denoted on the Plat as an area to be landscaped and maintained by the Corporation.

(m) "Lot" means a platted Lot as shown on the secondary Plat or Plats of Huntington Woods as recorded in the Boone County Recorder's Office.

(n) "ARB Application" means (i) a site plan prepared by an Indiana registered land surveyor or civil engineer; (ii) foundation plan and proposed finished floor elevations; (iii) building plans, including elevation and floor plans; (iv) material plans, samples, and specifications; (v) landscaping plan; and/or (vi) all other data or information that the Architectural Review Board may request with respect to the improvement or alteration of a Lot (including but not limited to the landscaping thereof) or the construction or alteration of a Residence or other structure or improvements thereof.

(o) "Maintenance Costs" means all of the costs necessary to keep the facilities to which the term applies, including the Community Area, or any part thereof, operational and in good condition, including but not limited to the cost of all upkeep, maintenance, repair, replacement of all or any part of any such facility, payment of all insurance with respect thereto, all taxes imposed on the facility and on the underlying land, leasehold, easement or right-of-way, and any other expense related to the continuous maintenance, operation or improvements of the facility.

(p) "Member" means an Owner of a Lot.

(q) "Owner" means a Person who at the time has or is acquiring any interest in a Lot except a Person who has or is acquiring such an interest merely as security for the performance of an obligation.

(r) "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(s) "Plat or Plats" means the final secondary Plat or Plats of the Subdivision recorded in the Office of the Recorder of Boone County, Indiana.

(t) "Reserve for Replacement" means a fund established and maintained by the Corporation to meet the cost of periodic maintenance, repairs, renewal and replacement of the Community Area.

(u) "Residence" means any structure intended exclusively for occupancy by a single family, together with all appurtenances thereto, including private garage and outbuildings and recreational facilities usual and incidental to the use of a single family residential Lot.

(v) "Restrictions" means the covenants, conditions, easements, charges, liens, restrictions, rules and regulations and all other provisions set forth in this Amended and Restated Declaration and the Register of Regulations, as the same may from time to time be amended.

(w) "Register of Regulations" means the documents comprising any rules, regulations, policies, and procedures as may be adopted by the Board of Directors, as the same may from time to time be amended.

(x) "Roadway" means all or any part of a street, land or road (including the right-of-way) designed to provide access to one or more Lots which has not been accepted for maintenance by a public authority.

(y) "Subdivision" means the land described in Exhibit A.

(z) "Zoning Authority" with respect to any administrative action means the Town of Zionsville Plan Commission or the Zionsville Board of Zoning Appeals, as applicable.

2. AMENDED AND RESTATED DECLARATION. The Owner of any Lot subject to these Restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, or (ii) by the act of occupancy of any Lot, shall accept such deed, execute such contract subject to each Restriction and agreement herein contained. By acceptance of such deed or execution of such tract or occupancy of such Lot, each Owner acknowledges the rights and powers of the Corporation with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with the Corporation and the other Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

3. DRAINAGE SYSTEM. The Corporation shall maintain the Drainage System to the extent not maintained by the Drainage Board and the Maintenance Costs thereof shall be assessed against all Lots. Each Owner shall be individually liable for the cost of maintenance of any Drainage System located entirely upon his, her, or its Lot which is devoted exclusively to drainage of his, her or its Lot and is not maintained by the Drainage Board.

4. MAINTENANCE OF ENTRY WAYS, SIGNS & LANDSCAPE EASEMENTS. The Corporation shall maintain the Entry Ways and the Landscaping Easements and all improvements and plantings thereon, and the Maintenance Costs thereof shall be assessed as a General Assessment (as defined herein) against all Lots subject to assessment. Grass, trees, shrubs and other plantings located on an Entry Way or a Landscaping Easement shall be kept neatly cut, cultivated or trimmed as reasonably required to maintain an attractive entrance to Huntington Woods, or a part thereof, or a planting area within Huntington Woods. All entrance signs located on an Entry Way shall be maintained at all times in good and slightly condition appropriate to a first-class residential subdivision.

5. ROADWAYS. The Corporation shall maintain each Roadway in good condition satisfactory for the purpose for which it was constructed until the roadway has been accepted as a

public roadway. All landscaping within the road right of way is subject to the approval of the Town of Zionsville.

6. CONSTRUCTION OF RESIDENCES.

(a) Land Use. Lots may be used only for single-family residential purposes and only one Residence not to exceed two and one-half stories or 35 feet in height measured from finish grade to the underside of the eave line may be constructed thereon. No portion of any Lot may be sold or re-subdivided such that there will be thereby a greater number of Residences in Huntington Woods than the number on the recorded secondary Plats. Notwithstanding any provision in the applicable zoning ordinance to the contrary, no Lot may be used for any "special use" that is not clearly incidental and necessary to single family dwellings. No home occupation shall be conducted or maintained on any Lot, other than one which does not constitute a "special use" and which is incidental to a business, profession or occupation of the Owner or occupant of such Lot and which is generally or regularly conducted at another location which is away from such Lot. In addition, any home occupation must be in compliance with the Zionsville Zoning Ordinance. No signs of any nature, kind or description shall be erected, placed or permitted to remain on any Lot advertising a permitted home occupation.

(b) Size of Residence. Except as otherwise provided herein, no Residence may be constructed on any Lot unless such Residence, exclusive of open porches, attached garages and basements, shall have a ground floor area of 2,000 square feet if a taller structure, or 2,000 square feet if a higher structure, but in the case of a building taller than one story, there must also be at least 800 square feet in addition to the ground floor area and the total floor area shall not be less than 2,000 square feet.

(c) Temporary Structures: Vehicles. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a dwelling, temporary or permanent, nor may any structure of a temporary character be used as a dwelling.

(d) Building Location and Finished Floor Elevation. Except as otherwise provided herein, accessory buildings are permitted on a Lot with the prior, written approval of the Architectural Review Board. No building may be erected between the building line shown on the Plat and the front Lot lines, and no structure or part thereof may be built or erected nearer than ten (10) feet to any side Lot line with an aggregate total of twenty five (25) feet or nearer than twenty five (25) feet to any rear Lot line. No accessory building may be erected in front of a main building or in the required front yard on the side of a corner Lot unless the accessory building is attached to the main building by a common wall. **MINI BARNs AND POLE STRUCTURES ARE PROHIBITED AND ARE NOT CONSIDERED ACCESSORY BUILDINGS.** A minimum finished floor elevation shown on the development plan for Huntington Woods has been established for each Lot depicted on the Plat, and no finished floor elevation with the exception of flood protected basements shall be constructed lower than said minimum without the written consent of the Architectural Review Board. Demonstration of adequate storm water drainage in conformity with both on-Lot and overall project drainage plans shall be a prime requisite for alternative finished floor elevations. Before construction commences, the finished floor elevation

shall be physically checked on the Lot and certified by a licensed professional engineer or a licensed land surveyor. No construction will be allowed in a Landscaping or Drainage Easement.

(e) Driveways. All driveways shall be poured concrete and maintained dust free. Under no conditions shall driveways be constructed over storm sewer curb inlet structures in the public street. No driveway shall be located behind a curb containing these inlets.

(f) Yard Lights. The Owner and/or the builder on each Lot shall install a "dawn-to-dusk" yard light in operable condition on such Lot at a location, having a height and of a type, style and manufacture approved by the Architectural Review Board prior to the installation thereof. Each such light fixture shall also have a bulb of a maximum wattage approved by the Architectural Review Board to insure illumination on each Lot and shall be equipped with a photo electric cell or similar device to insure automatic illumination from dusk to dawn each day. The yard light thereafter shall be maintained in proper working order by the Lot Owner and power to the light shall be supplied by the electrical system of the home and the light structure shall be located between the platted front building line and right-of-way.

(g) RESERVED.

(h) Mailboxes and Delivery Boxes. All mailboxes and delivery boxes installed upon Lots shall be uniform and shall be of a type, color and manufacture approved by the Architectural Review Board. Such mailboxes shall be installed upon posts approved as to type, color, size and location by the Architectural Review Board. The cost and maintenance of these boxes shall be borne by the Lot Owner.

(i) Septic Systems. No septic tank, absorption field or any other on-site sewage disposal system (other than a lateral main connected to a sanitary sewage collection system operated by the Town of Zionville or a successor public agency or public utility) shall be installed or maintained on any Lot.

(j) Water System. No private or semi-private water supply system may be located on any Lot which is not in compliance with regulations or procedures adopted or established by the Indiana State Department of Health, or other civil authority having jurisdiction. To the extent that domestic water service is available from a water line located within 200 feet of the Lot line maintained by a public or private utility company, each Owner shall connect to such water line to provide water for domestic use on the Lot and shall pay all connection, availability or other charges lawfully established with respect to connections thereto. Notwithstanding the foregoing, an Owner may establish, maintain and use an irrigation water well on his Lot, subject to any required permits or approvals.

(k) Drainage. In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provided on the Plat. To the extent not maintained by the Drainage Board, "Drainage Easements" reserved as drainage swales shall be maintained by the Owner of the Lot upon which such easements are

located such that water from any adjacent Lot shall have adequate drainage along such swale. Perimeter foundation drains and sump pump drains are the only drains to be connected to the surface drains. The elevations of a Lot shall not be changed so as to materially affect the surface elevation grade of surrounding Lots. Downspout and other surface water shall be directed to storm inlets for overland flow and collected indirectly by the surface drainage system.

7. MAINTENANCE OF LOTS.

(a) Vehicle Parking. No camper, motor home, trailer, boat or disabled vehicle may be parked or stored outside for over seventy-two (72) hours on any Lot. In addition, no commercial vehicles may be parked or stored overnight or longer outside on any Lot. The term "commercial vehicle" includes cars, vans, or trucks with advertising or company emblems/logos OR vehicles with equipment attached (ladders, tools) even if there is no commercial advertising, emblem, or logo.

(b) Signs. No commercial sign shall be displayed to the public view on any Lot, except that one sign of not more than nine (9) square feet may be displayed at any time for the purpose of advertising the property for sale or for rent.

(c) Fencing. No fence, wall, hedge or shrub planting higher than eighteen (18) inches shall be permitted between the front property line and the front building set-back line except where such planting is part of approved Residence landscaping and the prime root thereof is within four (4) feet of the Residence. Corner Lots shall be deemed to have two (2) front yards for purposes of fencing. Trees shall not be deemed "shrubs" unless planted in such a manner as to constitute a "hedge." No chain link fence shall be erected upon a Lot. All fencing shall be either invisible (underground) or black metal, including aluminum and further shall be uniform in height and style. No fence shall be erected or maintained on or within any Landscaping Easement except such as may be installed by the Corporation in such manner as to preserve the uniformity of such fence. No fence may be erected on a Lot without the prior approval of the Architectural Review Board. All fences shall be kept in good repair. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points 2.5 feet from the intersection of said street lines. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. All fencing when approved shall be of a two (2) sided or "neighbor friendly" finish. No wood fences along the perimeter of a Lot are permitted; provided, however, perimeter wood fences in existence on a Lot as of the date hereof may be maintained, so long as such fence is kept in good condition and repair.

(d) Vegetation. An Owner shall not permit the growth of weeds and volunteer trees and bushes on his, her or its Lot, and shall keep his, her or its Lot reasonably clear from such unsightly growth at all times. If an Owner fails to comply with this Restriction, the Board of Directors shall cause the weeds to be cut and the Lot cleared of such growth at the expense of the Owner thereof, and the Corporation shall have a lien against the cleared Lot for the expense thereof.

(e) Nuisances. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. Barking dogs shall constitute a nuisance.

(f) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be stored in sanitary containers in the garage or other approved and enclosed structure, so as not to be visible from the sidewalk or street to passersby. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

(g) No Livestock. No animals or livestock of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective Lots such that they will not be a nuisance. Owners of dogs shall so control or confine them so as to avoid barking which will annoy or disturb adjoining Owners.

(h) Outside Burning. No trash, leaves, or other materials shall be burned upon a Lot if smoke therefrom would blow upon any other Lot and then, only in acceptable incinerators and in compliance with all applicable legal requirements.

(i) Antennas and Receivers. Subject to Federal Communications Commission rules, no satellite receiver or downlink shall be permitted on any Lot, nor shall any exterior antenna be permitted thereon without the prior written consent of the Architectural Review Board. The Architectural Review Board shall not be obligated to give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the Lot. As new technologies are developed for data transmissions, a change in antennas and receiver types that are acceptable may be required, and this may be accomplished by policy developed by the Board of Directors.

(j) Exterior Lights. No exterior lights shall be erected or maintained between the building line and rear Lot line so as to shine or reflect directly upon another Lot.

(k) Electric Bug Killers. Electric bug killers, "zappers" and other similar devices shall not be installed at a location or locations which will result in the operation thereof becoming a nuisance or annoyance to other Owners and shall only be operated when outside activities require the use thereof and not continuously.

(l) Swimming Pools. No swimming pool or equipment or building related thereto shall be constructed without the prior approval of the Architectural Review Board. Above-ground swimming pools are prohibited. No swimming pool shall be located on a Lot abutting within 35 feet from the water's edge at normal pool elevation as established on the engineering design plans for the Lake filed with the Zoning Authority. State and local laws require that a minimum five (5) foot fence be placed around the perimeter of all in-ground swimming pools unless a properly rated automatic pool cover is utilized. If a variance permitting installation of a mechanical pool cover in lieu of fencing has been granted by the Zoning Authority (or other applicable governmental authority), then the Architectural Review Board may require, as a

condition to the location of a swimming pool on a Lot, that the Owner install a mechanical pool cover. If the Board imposes such requirement, then a mechanical pool cover of a type and manufacture approved by the Architectural Review Board shall be installed by the Owner in compliance with all applicable legal requirements established by the Zoning Authority as a condition to such variance, and all requirements established by the Architectural Review Board.

(m) Duty to Maintain Lot. (i) It shall be the duty of each Owner to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash, to keep the landscaping on the Lot free from weeds, neat and well maintained and to keep it otherwise neat and attractive in appearance. Should any Owner fail to do so, then the Corporation may take such action as it deems appropriate, including mowing, in order to make such Lot neat and attractive, and the Owner shall, immediately upon demand, reimburse the Corporation for all expenses incurred in so doing, together with allowable statutory interest, and the Corporation shall have a lien on that Lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that Lot and the improvement thereon, but such lien shall be subordinate to any first mortgage lien thereon. (ii) The Owner shall indemnify and hold harmless the Corporation for any liability, loss, or damage as a result of the entry by the Corporation onto the Owner's Lot

8. HUNTINGTON WOODS COMMUNITY ASSOCIATION, INC.

(a) Membership. Each Owner shall automatically be a Member and shall enjoy the privileges and be bound by the obligations contained in the Articles, By-Laws and in this Amended and Restated Declaration. If a Person would realize upon his, her or its security and become an Owner, he, she or it shall then be subject to all the requirements and limitations imposed by this Amended and Restated Declaration on other Owners, including those provisions with respect to the payment of Assessments.

(b) Powers. The Corporation shall have such powers as are set forth in this Declaration and in the Articles and By-Laws, together with all other powers that belong to it by law.

(c) Single Class of Members. The Corporation has one (1) class of Member. Every person who is an Owner shall be a Member.

(d) Voting and Other Rights of Members. The voting and other rights of Members shall be as specified in the Articles and By-Laws. An Owner is entitled to one (1) vote per Lot owned.

(e) Reserve for Replacements. The Board of Directors shall establish and maintain the Reserve for Replacements by the allocation and payment to such reserve fund of an amount determined annually by the Board to be sufficient to meet the cost of periodic maintenance, repairs, renewal and replacement of the Community Area. In determining the amount, the Board shall take into consideration the expected useful life of the Community Area, projected increases in the cost of materials and labor, interest to be earned by such fund and the advice of any consultants as the Board may employ. The Reserve for Replacements shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the

United States of America or may, in the discretion of the Board, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

(f) Limitations on Action by the Corporation. Unless two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting of the Members duly called for such purpose have given their assent, the Corporation, the Board of Directors and the Owners may not: (i) except as authorized by Paragraph 11(a), by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Community Area (but the granting of easements for public utilities or other public purposes consistent with the intended use of the Community Area shall not be deemed a transfer for the purposes of this clause); (ii) fail to maintain fire and extended coverage on insurance Community Area on the basis of (100%) of the insurable value (based on current replacement cost); (iii) use hazard insurance proceeds for losses to any Community Area for other than the repair, replacement or reconstruction of the Community Area; (iv) change the method of determining the obligations, assessments, dues or other charges that may be levied against the Owner of a Residence; (v) by act or omission, change, waive or abandon any scheme or regulations pertaining to their enforcement as contained herein relating to the architectural design or the exterior maintenance appearance of the Residences, or the maintenance and upkeep of the Community Area; provided, however, the Board of Directors may adopt policies, rules, procedures and/or restrictions in furtherance of the goals, provisions, regulations, and procedures contained herein relating to the architectural design or exterior appearance of the Residences and/or Lots; or (vi) fail to maintain the Reserve for Replacements in the amount required by this Declaration. The actions of the Corporation's Board of Directors shall not expose the Board Members to personal liabilities. Insurance in an appropriate amount shall be in force to protect the Board Members and the cost of this insurance shall be an expense to the Corporation.

(g) Mergers. Upon a merger or consolidation of another corporation with the Corporation, its properties, rights and obligations may, as provided in its articles of incorporation, by operation of law be transferred to another surviving or consolidated corporation or, alternatively, the properties, rights and obligations of another corporation may by operation of law be added to the properties, rights and obligations of the Corporation as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Subdivision together with the covenants and restrictions established upon any other properties as one scheme. No other merger or consolidation however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Subdivision except as hereinafter provided.

9. ASSESSMENTS.

(a) Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Corporation the following: (1) General Assessments, and (2) Special Assessments, such Assessments to be established and collected as hereinafter provided.

All Assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection

thereof, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment became due.

(b) General Assessment.

(i) Purpose of Assessment. The General Assessment levied by the Corporation shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of the Lots and for the improvement, maintenance and operation of the Community Area.

(ii) Basis for Assessment.

(1) Lots Generally. Each Lot owned by a Person shall be assessed at a uniform rate.

(2) Change in Basis. The basis for assessment may be changed with the assent of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting of such Members duly called for this purpose.

(iii) Method of Assessment. By a vote of a majority of the Directors, the Board of Directors shall, on the basis specified in subparagraph (ii), fix the General Assessment for each assessment year of the Corporation at an amount sufficient to meet the obligations imposed by this Declaration upon the Corporation. The Board of Directors shall establish the date(s) the General Assessment shall become due, and the manner in which it shall be paid.

(iv) Allocation of Assessment. The cost of maintaining, operating, restoring or replacing the Community Area has been allocated in this Declaration among Owners of the Lots on the basis of the location of the lands and improvements constituting the Community Area and the intended use thereof. In determining the General Assessment, costs and expenses which in accordance with the provisions of this Declaration are to be borne by all Owners shall first be allocated to all Owners. Costs and expenses which in accordance with the provisions of this Declaration are to be borne by the Owners of certain Lots shall then be allocated to the Owners of such Lots. The provisions of subparagraph (ii) for uniform assessment shall not be deemed to require that all assessments against vacant Lots or Lots improved with comparable types of Residences be equal, but only that each Lot be assessed uniformly with respect to comparable Lots subject to assessment for similar costs and expenses.

(c) [RESERVED.]

(d) Monthly Assessments. The Board of Directors shall have prepared an annual budget and the total operating expenses shall be allocated to each Lot on an evenly proportional basis. The annual budget shall be approved by two-thirds (2/3) of the Members present, in person or by proxy, at the annual meeting of the Members.

(e) Special Assessment. The Corporation may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four (4) succeeding fiscal years for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a capital improvement upon or constituting a part of the Community Area, including fixtures and personal property relating thereto, provided that any such Assessment shall have the assent of a majority of the votes of the Members whose Lots are subject to assessment, with respect to the capital improvement, who are voting in person or by proxy, at a meeting of such Members duly called for this purpose.

(f) RESERVED.

(g) Effect of Nonpayment of Assessments: Remedies of the Corporation. Any Assessment not paid within thirty (30) days after the due date may, upon resolution by the Board of Directors, bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Board of Directors, for each assessment year. The Corporation shall be entitled to institute in any court of competent jurisdiction any lawful action to collect the delinquent Assessment plus any expenses or costs, including attorneys' fees, incurred by the Corporation in collecting such Assessment. If the Corporation has provided for collection of any Assessment in installments, upon default in the payment of any one or more installments, the Corporation may accelerate payment and declare the entire balance of said Assessment due and payable in full. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Community Area or abandonment of his, her or its Lot.

(h) Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein against a Lot shall be subordinate to the lien of any recorded first mortgage covering such Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

(i) Certificates. The Corporation shall, upon demand by an Owner, at any time, furnish a certificate in writing signed by an officer of the Corporation that the Assessments on a Lot have been paid or that certain Assessments remain unpaid, as the case may be. A preparation fee will be charged for said certificate or for the transfer of ownership on any Lot.

(j) Annual Budget. By a majority vote of the Directors, the Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration will be met, and recommend it to the Members for final approval at the annual meeting of the Members. A copy of the recommended annual budget shall accompany the notice of the annual meeting of the Members and be available for inspection by the Members. No single capital expenditure over Five Thousand Dollars (\$5,000) may be made by the Corporation in any one calendar year without the assent of two-thirds of the Members in attendance at a meeting, in person or by proxy, called for such purpose (or at the annual meeting of the Members).

(k) Management Company. The Corporation reserves the right to employ a professional Management Company to administer the business of the Corporation.

10. ARCHITECTURAL CONTROL.

(a) The Architectural Review Board. An Architectural Review Board consisting of three (3) or five (5) Persons as provided in the By-Laws shall be appointed by the Board of Directors.

(b) Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Subdivision and of improvements on each Lot, including Residences, in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography.

(c) Change in Conditions. Except as otherwise expressly provided in this Declaration, no improvements, alterations, repairs, change of colors, excavations, changes in grade, planting or other work that in any way alters any Lot or the exterior of a Residence, or any other improvements located on such Lot shall be made or done without the prior written approval by the Architectural Review Board of an ARB Application therefor. Prior to the commencement by an Owner of (i) construction, erection or alteration of any Residence, building, fence, wall, swimming pool, tennis court, patio, pier, dock, recreational equipment to be affixed to the ground, or other structure on a Lot, or (ii) any plantings on a Lot, an ARB Application with respect thereto shall be submitted to the Architectural Review Board, and no building, fence, wall, Residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done, or any plantings made, by any Person without the prior written approval by the Architectural Review Board of an ARB Application relating to such construction, improvement, erection, alteration or plantings. Such approval shall be in addition to, and not in lieu of, all approvals, consents, permits and/or variances required by law from governmental authorities having jurisdiction over Huntington Woods, and no owner shall undertake any construction activity within Huntington Woods unless all legal requirements have been satisfied. Each Owner shall complete all improvements to a Lot strictly in accordance with the ARB Application approved by the Architectural Review Board. As used in this subparagraph (c) "planting" does not include flowers, bushes, shrubs or other plants.

(d) Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing an ARB Application within fourteen (14) days after such plan has been duly filed with the Architectural Review Board in accordance with procedures established by the Board of Directors, then the ARB Application shall be referred to the Board of Directors for a decision within the following fourteen (14) days. A decision of the Architectural Review Board may be appealed to the Board of Directors which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors then serving.

(e) Guidelines and Standards. The Architectural Review Board shall have the power to establish such architectural and landscaping design guidelines and standards as it may deem appropriate to achieve the purpose set forth in subparagraph (b) to the extent that such design

guidelines and standards are not in conflict with the specific provisions of this Declaration and approved by the Board of Directors.

11. COMMUNITY AREA.

(a) Ownership. The Community Area shall remain private, and neither the execution or recording of an instrument portraying the Community Area, nor the doing of any other act by the Corporation (or any predecessor) is, or is intended to be, or shall be construed as, a dedication to the public of such Community Area. The Corporation may, however, dedicate or transfer all or any part of the Community Area to any public agency, authority or utility for use as roads, utilities, parks or other public purposes.

(b) Obligation of the Corporation. The Corporation, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Community Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the Community Area in good, clean, attractive and sanitary condition, order and repair.

(c) Easements of Enjoyment. No person shall have any right or easement of enjoyment in or to the Community Area except to the extent granted by, and subject to the terms and provisions of this Declaration or resolution adopted by the Board of Directors. Such rights and easements as are thus granted shall be appurtenant to and shall pass with the title to every Lot for whose benefit they are granted. Each Owner shall have the right to use such parts of the Community Area as are reasonably required to afford access to and from such Owner's Lot.

(d) Extent of Easements. The easements of enjoyment created hereby shall be subject to the following:

(i) the right of the Corporation to establish reasonable rules for the use of the Community Area.

(ii) the right of the Corporation to mortgage any or all of the Community Area and the facilities constructed thereon for the purposes of improvements to, or repair of, the Community Area or facilities constructed thereon, pursuant to approval of two-thirds (2/3) of the votes of the Members voting in person or by proxy at a regular meeting of the Corporation or a meeting duly called for this purpose; and

(iii) the right of the Corporation to dedicate or transfer all or any part of the Community Area to any public or private agency, authority or utility, but no such dedication or transfer shall be effective unless an instrument signed by the appropriate officers of the Corporation acting pursuant to authority granted by two-thirds (2/3) of the votes of the Members voting in person or by proxy at a regular meeting of the Corporation or a meeting duly called for this purpose, agreeing to such dedication or transfer, has been recorded.

(e) Additional Rights of Use. The members of the family and the guests of every person who has a right of enjoyment to the Community Area and facilities may use the Community Area and facilities subject to such general regulations consistent with the provisions hereof as may be established from time to time by the Corporation and included within the Register of Regulations.

(f) Damage or Destruction by Owner. In the event the Community Area is damaged or destroyed by an Owner or any of his, her or its guests, tenants, licensees, agents, or member of his or her family, such Owner authorizes the Corporation to repair said damaged area; the Corporation shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Corporation in the discretion of the Corporation. The amount necessary for such repairs shall become a Special Assessment upon the Lot of said Owner.

12. EASEMENTS.

(a) Plat Easements. In addition to such easements as are created elsewhere in this Declaration, and as may be created pursuant to written instruments recorded in the Office of the Recorder of Boone County, Indiana, Lots are subject to drainage easements, sewer easements, utility easements, entry way easements, landscaping easements, lake access easements and non-access easements, either separately or in any combination thereof, as shown on the Plat, which are reserved for the use of Owners, public or private utility companies and governmental agencies as follows:

(i) Drainage Easements. (DE) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of Huntington Woods and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each Owner to maintain the drainage across his, her or its own Lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the waterflow. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage, by the Board of Directors, but shall not have any duty to undertake any such construction or reconstruction. Said easements are for the mutual use and benefit of the Owners.

(ii) Sewer Easements. (SE) are created for the use of a private company or the local government agency having jurisdiction over any storm or sanitary waste disposal system which may be designed to serve Huntington Woods for the purpose of installation and maintenance of sewers that are a part of said system.

(iii) Utility Easements. (UE) are created for the use of the Corporation and all public or private utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sewer easements.

(iv) Entry Way Easements. (EWE) are created for the use of the Corporation for the installation, operation and maintenance of the Entry Ways.

(v) Landscaping Easements. (LE) are created for the use by the Corporation for the planting and maintenance of trees, shrubs and other plantings. The goal is to maintain continuity of planting and specific requirements are in the [Architectural Guidelines]. No sheds, barns, tennis courts, swimming pools, decks, improvements or structures of any type are allowed within an LE area. Further, no vegetation, trees or plant life shall be removed, cut or destroyed unless approved by the Board of Directors unless a tree is dead or decayed and dangerous.

(vi) Non-Access Easements. (NAE) are created to preclude access from certain Lots to abutting rights-of-way across the land subject to such easements.

ALL EASEMENTS HEREIN INCLUDE THE RIGHT OF REASONABLE INGRESS AND EGRESS FOR THE EXERCISE OF OTHER RIGHTS RESERVED. NO STRUCTURE, INCLUDING FENCES, SHALL BE BUILT ON ANY EASEMENTS, BUT A PAVED DRIVEWAY NECESSARY TO PROVIDE ACCESS TO A LOT FROM A PUBLIC STREET OR ROADWAY SHALL NOT BE DEEMED A "STRUCTURE" FOR THE PURPOSE OF THIS RESTRICTION.

(b) General Easement. There is hereby created a blanket easement over, across, through and under the Subdivision for ingress, egress, installation, replacement, repair and maintenance of underground utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on the Subdivision and to excavate for such purposes if such company restores the disturbed area as nearly as is practicable to the condition in which it was found. No sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated in the Subdivision except as proposed and approved by the Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement within the Trust without conflicting with the terms hereof. This blanket easement shall in no way affect any other recorded easements on the Subdivision, shall be limited to improvement as originally constructed, and shall not cover any portion of a Lot upon which a Residence has been constructed.

(c) Public Health and Safety Easements. An easement is hereby created for the benefit of, and granted to, all police, fire protection, ambulance, delivery vehicles, and all similar Persons to enter upon the Community Area in the performance of their duties.

(d) Drainage Board Easement. An easement is hereby created for the benefit of, and granted to, the Town of Zionsville or the Boone County Drainage Board and the Office of the Boone County Surveyor to enter the Subdivision and all Lots therein to the extent necessary to

exercise its rights with respect to all or any part of the Drainage System which are included within any legal drain.

(e) Crossing Underground Easements. Easements utilized for underground service may be crossed by driveways, and walkways provided prior arrangements are made with the utility company furnishing service. Such easements as are actually utilized for underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings other than crossings, driveways, walkways or Lake Access Easements, and neither any utility company using the easements shall not be liable for any damage done by either of them or their assigns, agents, employees, or servants to shrubbery, trees, flowers or other improvements of the Owner located on the land covered by said easements.

(f) Water Retention. The Owner of each Lot, by acceptance of a deed thereto, consents to the temporary storage (detention) of storm water within the drainage easements (DE) on such Owner's Lot.

13. ENFORCEMENT/ATTORNEY FEES. The Corporation or any Owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration, but the Corporation shall not be liable for damage of any kind to any Person for failure either to abide by, enforce or carry out any of the Restrictions. No delay or failure by any Person to enforce any of the Restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that Person of the right to do so thereafter, or an estoppel of that Person to assert any right available to him, her or it upon the occurrence, recurrence or continuation of any violation or violations of the Restrictions. The Corporation shall be entitled to recover its reasonable attorney fees and costs incurred in enforcing this Declaration. In any action by the Corporation or an Owner to enforce this Declaration, such party shall be entitled to recover all costs of enforcement, including attorneys' fees, if it substantially prevails in such action. Without limiting the generality of the foregoing, the Corporation may recoup its attorney fees incurred in defending any claim, charge, complaint or filing initiated by an Owner and substantially resolved in favor of the Corporation.

14. VIOLATIONS; FINES. The Board of Directors may issue a notice of violation to any Owner specifying a violation or violation(s) of this Declaration (or any policy, rule, procedure and/or restrictions adopted by the Board in furtherance of this Declaration). Upon receipt of such notice of violation, the Owner shall have thirty (30) days (or such other time established by the Board of Directors in its reasonable discretion) to cure such violation. In the event such violation persists after such cure period specified by the Board of Directors in its notice of violation, then the Board may fine the Owner fifty dollars (\$50) per day for each day the violation continues up to the maximum amount permitted by law. The Board of Directors may collect such fine from an Owner directly and in addition to any monthly assessment. Any fine that remains unpaid beyond thirty (30) days after its levy shall become a lien against the Owner's Residence.

15. AMENDMENTS.

(a) Generally. This Declaration may be amended at any time by an instrument signed by (i) the appropriate officers of the Corporation acting pursuant to the authority granted by not less than two-thirds (2/3) of the votes of the Members cast at a meeting duly called for the purpose of amending this Declaration by Members present at such meeting in person or by proxy.

(b) Effective Date. Any amendment shall become effective upon its recordation in the Office of the Recorder of Boone County, Indiana.

16. INTERPRETATION. The underline titles preceding the various paragraphs and subparagraphs of this Declaration are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Declaration. Wherever and whenever applicable, the singular form of any work 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.

17. DURATION. The foregoing covenants and restrictions are for the mutual benefit and protection of the present and future Owners and the Corporation, and shall run with the land and be binding on all parties and all Persons claiming under them until January 1, 2023, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those Persons who are then the Owners of a majority of the Lots in the Subdivision.

18. SEVERABILITY. Every one of the provisions contained herein is hereby declared to be independent of, and severable from, the rest of the provisions contained herein and of and from every other one of the provisions contained herein, and of, and from every combination of the provisions contained herein. Therefore, if any of the provisions contained herein 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 provisions contained herein.

IN TESTIMONY WHEREOF, witness the signatures of the Corporation as of the date set forth above.

Huntington Woods Community Association, Inc.

By: Denis Oberg
Denis Oberg, President

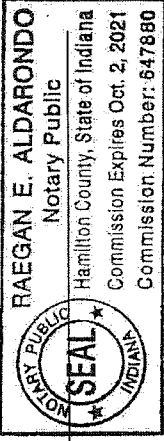
STATE OF INDIANA)
)SS:
COUNTY OF BOONE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Denis Oberg, President, of Huntington Woods Community Association, Inc., who acknowledges the execution of the above and foregoing Amended and Restated Declaration of Covenants and Restrictions for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 5th day of May, 2018.


Notary Public

My Commission Expires:



Resident of _____ County

Printed

*This Instrument prepared by Matthew M. Price, Attorney at Law, Bingham Greenebaum Doll LLP,
10 West Market Street, Suite 2700, Indianapolis, Indiana 46204, (317) 635-8900.*

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Matthew M. Price.

9710591 11/10/1997 09:21P 24 of 24
 MaryIn J. Smith, Boone County Recorder

LAND DESCRIPTION

Part of the Northwest Quarter of Section 11, Township 17 North, Range 2 East, of the Second Principal Meridian, in Boone County, Indiana described as follows:

Beginning at the Northwest corner of the Northwest Quarter of said Section 11, Township 17 North, Range 2 East; thence North 89 degrees 12 minutes 45 seconds East along the North line of said Northwest Quarter a distance of 488.26 feet; thence South 00 degrees 47 minutes 15 seconds East 220.00 feet; thence North 89 degrees 12 minutes 45 seconds East 63.61 feet; thence South 00 degrees 47 minutes 15 seconds East 203.89 feet; thence South 11 degrees 31 minutes 43 seconds East 133.22 feet; thence South 26 degrees 48 minutes 17 seconds East 371.67 feet; thence North 63 degrees 11 minutes 43 seconds East 227.00 feet; thence South 26 degrees 48 minutes 17 seconds East 34.69 feet to a curve having a radius of 230.00 feet, the radius point of which bears South 63 degrees 11 minutes 43 seconds West; thence Southeasterly along said curve an arc distance of 81.20 feet to a point which bears North 83 degrees 25 minutes 21 seconds East from the radius point; thence North 83 degrees 25 minutes 21 seconds East 173.80 feet; thence North 68 degrees 55 minutes 07 seconds East 56.20 feet; thence South 89 degrees 40 minutes 14 seconds East 428.43 feet; thence South 00 degrees 19 minutes 46 seconds West 442.07 feet; thence South 89 degrees 13 minutes 10 minutes West 1849.99 feet to the West line of said quarter; thence North 00 degrees 19 minutes 46 seconds East along said west line 1311.43 feet to the Point of Beginning. Containing 28.484 acres, more or less.

EXHIBIT "A"

CODE OF BY-LAWS
OF
HUNTINGTON WOODS COMMUNITY ASSOCIATION, INC.
(the "Corporation")

(Existing as a Mutual Benefit Corporation Under the
Indiana Nonprofit Corporation Act of 1991 ("Act"))

ARTICLE I

Definitions, Purposes and Assent

Section 1.01. Definitions. The definitions in the Declaration of Covenants and Restrictions for Huntington Woods Subdivision, as supplemented, amended and/or restated from time to time and recorded in the office of the Recorder of Boone County, Indiana (collectively, the "Declaration"), will apply to these By-Laws, and all defined terms used in these By-Laws will have the same meaning as the defined terms used in the Declaration, unless the defined terms in these By-Laws or context to these By-Laws clearly indicate otherwise.

Section 1.02. Purposes. The specific purposes for which the Corporation is formed are:

- (a) to own, maintain and operate common properties and facilities and to administer and enforce covenants and restrictions applying to the property within the Huntington Woods Subdivision development in Boone County, Indiana ("Subdivision");
- (b) to create and manage financial reserves to provide for the duties described herein;
- (c) to promote and develop the health, safety, common good and social welfare of the owners and residents of the Subdivision;
- (d) to conduct business, as a "homeowners association" as defined under Section 528 of the Internal Revenue Code of 1986, as amended from time-to-time;
- (e) to have and exercise all of the general rights and powers of a nonprofit corporation provided for by the laws of the State of Indiana as they now exist or by any amendments thereto, as such rights and powers are consistent with and limited by the purposes expressed in (a), (b) and (c) of this Article I;
- (f) to fix, levy, collect and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration and the Act; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the

- business of the Corporation including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Corporation;
- (g) to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the Corporation;
 - (h) to borrow money and pledge, mortgage, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
 - (i) to contract for services including management, snow removal, security control, trash removal and such other services as the Corporation deems necessary.
 - (j) to transact any and all lawful business for which corporations may be incorporated under the Act;
 - (k) to have the capacity to act possessed by natural persons, but to have authority to perform only those acts as are necessary, convenient or expedient to accomplish the purposes for which it is formed, and such as are not repugnant to law; and
 - (l) to have, possess, exercise and enjoy any and all of the rights, privileges and powers granted to corporations by the Act, as now existing or hereafter amended, and by the common law.

Section 1.03. Assent. All present or future Owners (as defined in Section 2.01 hereof), their families, and their guests and invitees, and any other person using the facilities of the Subdivision are subject to the Declaration, these By-Laws and any rules adopted by the Board of Directors. The acquisition or rental of any of the Lots in the Subdivision or the occupancy of any of the Lots will constitute ratification and acceptance of these By-Laws and an agreement to comply with the rules governing the Subdivision.

ARTICLE II

Members

Section 2.01. Membership, Transfer, Voting Rights. Every record owner of a fee simple interest in the Lots of the Subdivision ("Owner") shall be a member of the Corporation ("Member") and each such Member shall be entitled to one (1) vote for each Lot owned by such Owner on each matter submitted to a vote of Members, provided, that where title to a Lot is in more than one (1) person, such co-Owners acting jointly shall be entitled to but one (1) vote.

Section 2.02. Quorum. Ten percent (10%) of the total Lots in the Subdivision represented in person or by proxy shall constitute a quorum for any action except as otherwise provided by statute. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to

time, without notice other than announcement of the meeting, until a quorum as aforesaid shall be present or represented.

Section 2.03. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the President or Secretary of the Corporation before the appointed time of each meeting of the Members of the Corporation.

Section 2.04. Majority Required. A majority of the votes of Members present (in person or by proxy) at a meeting at which a quorum is present shall be sufficient for the transaction of all business of the Corporation, except as otherwise required herein, by the Corporation's Articles of Incorporation or by the Declaration.

Section 2.05. Meetings. Meetings of the Members shall be in accordance with the following provisions:

A. Annual Meetings/Record Date. The annual meeting of the Members shall be held on or before the last day of April. The record date for determining the Members of the Corporation eligible to vote at the annual meeting of Members shall be the date which is thirty (30) days prior to the date set by the Board of Directors for such annual meeting.

B. Special Meetings/Notice. Special meetings of the Members may be called by the then current President or Secretary of the Corporation or upon written and signed request of the Members owning at least 10% of the Lots. Written notice of any meeting of the Members shall be personally delivered, transmitted electronically (by email or facsimile) or mailed by first class United States mail by any officer to all Members at least ten (10) days prior to any proposed meeting. Notice of any meeting shall state the time and place of such meeting and the purpose thereof.

Section 2.06. Action by Consent. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting, if the action is taken by Members holding at least eighty percent (80%) of the votes entitled to be cast on the action. The action must be evidenced by one or more written consents describing the action taken, signed by the applicable number of Members, and included in the Minutes or filed with the corporate records reflecting the action taken. The consent is effective when the last required Member signs the consent, unless the consent specifies a different prior or subsequent effective date. The consent has the effect of a meeting vote and may be described as such in a document.

ARTICLE III

The Board of Directors

Section 3.01. Powers of Board. All corporate powers including, but not limited to the power to fix and collect fees, charges, dues, and assessments shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, a Board of Directors. The Directors and each of them shall have no authority to bind the Corporation except when acting as a Board, or as a duly authorized committee thereof.

Section 3.02. Election and Qualification; Term. The Board shall consist of no fewer than three (3), nor more than nine (9) Directors. A Director must be an individual, a Member and a resident of the Subdivision. The Member must also be current in the payment of all assessments and dues. The number of Directors may be increased or decreased from time to time by amendment to the By-Laws, but no decrease shall reduce the number of members of the Board to less than three (3) or have the effect of shortening the term of any incumbent Director. Each of the Members shall cast their votes to elect each of the nominees recommended by the Board. Each Director shall serve for a term of one (1) year, which term shall expire at the annual meeting of the Members subsequent to the meeting at which such Director is elected and thereafter such Director may continue to serve until such Director's successor is elected, designated or appointed and qualifies, until there is a decrease in the number of Directors or until such Director's earlier death, resignation or removal from office.

Section 3.03. Vacancies. If a vacancy occurs on the Board of Directors, or there is a vacancy resulting from an increase in the number of Directors, the Board of Directors may fill the vacancy, or if the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by an affirmative vote by the majority of all the Directors remaining in office. The term of a Director elected to fill such a vacancy expires at the end of the term for which the Director's predecessor was elected. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new Director may not take office until the vacancy occurs.

Section 3.04. Resignation. A Director may resign at any time by delivering written notice to the Board of Directors, the Chairman, the President or the Secretary of the Corporation. The resignation is effective as provided in Section 3.09 hereof unless the notice specifies a later effective date.

Section 3.05. Removal. Any or all of the Directors may be removed at any time, for a specific cause found and determined by a vote of a majority of the entire Board of Directors. Any or all of the Directors may be removed at any time with or without cause, at a meeting of the Members, called expressly for that proposal, only by a vote of a majority of the Members then entitled to vote.

Section 3.06. Annual Meeting. The Board of Directors shall meet each year on or before the last day of April at such place and time designated by the President or the Board of Directors, for the purpose of election of officers, and consideration of any other business that may properly be brought before the meeting. Annual meetings of the Board of Directors may be held without notice of the date, time, place, or purpose of the meeting (except as provided in Article VII hereof). If such meeting is not held, the election of officers may be had at any subsequent meeting of the Board specifically called in the manner provided in Section 3.08 of this Article.

Section 3.07. Regular Meetings. Regular meetings of the Board of Directors may be held without notice of the date, time, place, or purpose of the meeting (except as provided in Article VII hereof). Such meetings shall be held at such place (either within or without the State of Indiana) and time as may be fixed from time to time by resolution of the Board of Directors.

Section 3.08. Special Meetings. Special meetings of the Board of Directors may be called at any time by the Chairman of the Board, if any, President, or upon written request of at least twenty percent (20%) of the number of Directors then in office. Notice of the date, time and place, and the purpose, if provided pursuant to Article VII hereof, either within or without the State of Indiana and as specified in the respective notices or waivers of any such meetings, of such a special meeting shall be given to each Director at the Director's residence or usual place of business by mail, email, or in person, by telephone, facsimile or by other form of wire or wireless communication on a date no later than the date immediately preceding the day for the meeting.

Section 3.09. Effectiveness of Notice. Transmission of notice, for purposes of this Article III, is effective:

Section 3.091. Written Notice. If in writing, at the earliest of the following: (a) when received; (b) five (5) days after its mailing, as evidenced by the postmark or private carrier receipt, if correctly addressed to the address listed in the most current records of the Corporation; (c) on the date shown on the return receipt, if sent by registered or certified United States mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; or (d) thirty (30) days after the notice is deposited with another method of the United States Postal Services other than first class, registered or certified postage affixed, as evidenced by the postmark, if mailed correctly addressed to the address listed in the most current records of the Corporation.

Section 3.092. Oral Notice. If orally, when communicated.

Section 3.10. Waiver of Notice. A Director may waive any required notice. Such waiver must be in writing, signed by the Director entitled to the notice, and filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to the Director of the meeting unless the Director at the beginning of the meeting or promptly upon the Director's arrival objects to holding a meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.11. Quorum and Actions of Board. A quorum of the Board of Directors consists of a majority of the Directors in office immediately before a meeting begins except that in filling a vacancy on the Board, if the Directors remaining in office constitute fewer than a quorum, the remaining Directors may fill the vacancy by majority vote of the remaining Directors. A quorum of the Board of Directors must be present at the time an action is taken for the action to be validly adopted; if a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors.

Section 3.12. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if the action is taken by all members of the Board or committee. The action must be evidenced by one or more written consents describing the action taken, signed by each Director, and included in the minutes or filed with the corporate records reflecting the action taken. The consent is effective when the last Director signs the consent, unless the consent specifies a

different prior or subsequent effective date. The consent has the effect of a meeting vote and may be described as such in any document.

Section 3.13. Participation in Meetings When Not in Attendance. Any or all Directors may participate in an annual, regular or special meeting by, or conduct a meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 3.14. Non-Liability of Directors. The Directors shall not be liable to the Members or any other persons for any error or mistake in judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation may indemnify and hold harmless each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Corporation, unless any such contract shall have been made in bad faith or contrary to the provisions of law. The Corporation shall if reasonably available carry liability insurance for the Board. The cost of such insurance shall be included as part of the annual budget for the Corporation. It is intended that the Directors shall have no personal liability with respect to any contract made by them in good faith on behalf of the Corporation. The Members shall be subject to special assessment for sums necessary for the Corporation to pay the aforesaid indemnity in favor of the Directors. Every contract made by the Board or the Managing Agent on behalf of the Corporation shall be in the name of the Corporation.

ARTICLE IV

Committees

Section 4.01. Designation of Committees. The Board of Directors may create one or more committees and appoint at least one (1) member of the Board of Directors to serve on them at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken. All provisions of these By-Laws governing the meetings, actions without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Directors, apply to committees and their members as well.

Section 4.02. Powers of Committees. The Board of Directors may specify the extent of the authority of any committee it designates and may grant the committee as much authority as the Board has in managing the business and affairs of the Corporation. A committee may not, however:

- (a) Authorize distributions;
- (b) Approve dissolution, merger, sale, pledge or transfer, of all or substantially all of the Corporation's assets;

(c) Elect, appoint or remove Directors, fill vacancies on the Board of Directors or on any of its committees; or

(d) Adopt, amend or repeal the Articles of Incorporation or By-Laws of the Corporation.

The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a Director with the standards of conduct prescribed by the Act.

Section 4.03. The Architectural Review Board. The Architectural Review Board (the "ARB") shall be a committee of the Board of Directors consisting of three (3) to five (5) members. Each member shall be a current member of the Board of Directors and may be from the same household. The ARB shall carryout the duties and responsibilities as set forth in the Declaration. Each member of the ARB shall serve for a term of one year and until the member's successor is appointed, or until the member's death resignation or removal from the ARB. Any member of the ARB may be removed by the affirmative vote of a majority of the full Board of Directors. Any vacancy on the ARB shall be filled as promptly as possible by the Board.

ARTICLE V

The Officers

Section 5.01. Number. The officers of the Corporation shall consist of the President, one or more Vice-Presidents, if elected, the Treasurer and the Secretary and such other officers (including a controller) and Assistants as the Board of Directors may elect. The same individual may simultaneously hold more than one office in the Corporation.

Section 5.02. Election, Term of Office, and Qualification. The officers shall be elected at the annual meeting of the Board of Directors, or at a subsequent meeting of the Board as provided in these By-Laws. Each officer shall hold office until the next annual meeting of the Board and until the officer's successor is elected and qualified, or until the officer's death, resignation, or removal from office. The election or appointment of an officer does not itself create contract rights.

Section 5.03. Removal. The Board of Directors may remove any officer at any time with or without cause. Such removal will not affect the officer's contract rights, if any, with the Corporation.

Section 5.04. Resignation. An officer may resign at any time by delivering written notice to the Board of Directors, its Chairman, the President or the Secretary of the Corporation. A resignation is effective when the notice is effective unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date. An officer's resignation will not affect the Corporation's contract rights, if any, with the officer.

Section 5.05. Vacancies. Any vacancy in any office because of death, resignation, removal or any other cause may be filled for the unexpired portion of the term at the earliest practicable regular meeting or at a special meeting of the Board of Directors and otherwise at the next annual meeting.

Section 5.06. The President. The President shall be the chief executive, operating and administrative officer of the Corporation. The President shall preside at all meetings of the Board of Directors. The President shall exercise such duties as customarily pertain to the office of the President and shall have general and active supervision over the property, business and affairs of the Corporation and over its several officers. The President may appoint officers, agents or employees other than those appointed by the Board of Directors and shall perform such other duties as may be prescribed from time to time by the Board of Directors or by these By-Laws.

Section 5.07. The Vice-Presidents. The Vice-Presidents, if elected, shall have such powers and perform such duties as the Board of Directors may from time to time prescribe or as the President from time to time delegates to them. At the request of the President, one such officer may, in the case of the President's absence or inability to act, temporarily act in the President's place. In the case of the death of the President, or in the case of the President's absence or inability to act without having designated an officer to act temporarily in the President's place, the officer who shall perform the duties of the President shall be designated by the Chairman of the Board.

Section 5.08. The Secretary. The Secretary shall have the custody and care of the corporate seal, records, minutes and Membership books of the Corporation, including records of the current roster of Members of the Corporation, together with the mailing address and legal description for the Lot(s) owned by such Member. In addition, such roster shall including the electronic mail addresses or facsimile (fax) number of those Members whom consented to receive notice by electronic or facsimile. The Secretary shall attend all meetings of the Board of Directors, and shall prepare and keep, or cause to be kept in a book provided for that purpose, true and complete minutes of the proceedings of such meetings, and shall perform a like duty for all standing committees appointed by the Board of Directors, when required. The Secretary shall be responsible for authenticating records, attending to the giving and serving of all notices of the Corporation, filing and taking charge of all papers and documents belonging to the Corporation and performing such other duties as these By-Laws may require or the Board of Directors may prescribe or as are usual to such office.

Section 5.09. The Treasurer. The Treasurer shall be the financial officer of the Corporation and shall perform all duties customary to that office; shall have charge and custody of, and be responsible for, all funds of the Corporation, and deposit all such monies in the name of the Corporation in such banks, trust companies and other depositories as shall be selected by the Board of Directors; shall receive, and give receipts for, monies due and payable to the Corporation from any source whatsoever; and, in general, shall perform all the duties as, from time to time, may be assigned by the Board of Directors or by the President. The Treasurer shall render to the President and the Board of Directors, at the annual meeting of the Board and

whenever the same otherwise shall be required, an account of all of the Treasurer's transactions and the financial condition of the Corporation.

Section 5.10. The Assistant Secretaries. The Assistant Secretaries, if elected, shall perform all duties of the Secretary during the absence or inability of the Secretary to perform such duties. They shall perform such other duties as the President or the Board of Directors may prescribe.

Section 5.11. The Assistant Treasurers. The Assistant Treasurers, if elected, shall perform all duties of the Treasurer during the absence or inability of the Treasurer to perform such duties. They shall perform such other duties as the President or the Board of Directors may prescribe.

Section 5.12. Other Offices. The Board of Directors may create other offices and prescribe duties in conjunction with those offices as it may from time to time deem desirable.

Section 5.13. Delegation of Authority. In case of the absence of any officer of the Corporation, or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may, and in the case of the office of Secretary shall, delegate the powers or duties of such officer to any other officer or to any Director, for the time being, provided a majority of the entire Board of Directors concurs therein.

ARTICLE VI

Miscellaneous

Section 6.01. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and shall end on the last day of December in each year.

Section 6.02. Registered Office and Registered Agent -- Power to Change. The registered office of the Corporation and the business office of the Corporation's registered agent shall be identical. The location of the Corporation's registered office, and the designation of its registered agent may be changed at any time, or from time to time, as provided in the Act.

Section 6.03. Execution of Documents. All checks, drafts, notes, bonds, bills of exchange, and orders for the payment of money of the Corporation; all deeds, mortgages, and other written contracts and agreements to which the Corporation shall be a party; and all assignments or endorsements of share certificates, registered bonds, or other securities owned by the Corporation, shall, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by any one of the following officers: Chairman of the Board, President, Vice-President, Treasurer or Secretary.

Section 6.04. Corporate Records. In addition to other records required to be kept as permanent records by the Corporation under the Act (which, subject to the Act, may be kept in such place or places within or without the State of Indiana, as the Board may from time to time determine) the Corporation shall keep a copy of the following records at its principal office:

- (a) The Articles of Incorporation and all amendments to them as may be in effect from time to time.
- (b) The By-laws and all amendments to them as may be in effect from time to time.
- (c) A current list of the names and home addresses of the Corporation's Members, Directors and officers.
- (d) The most recent biennial report delivered to the Secretary of State under the Act.

Section 6.05. Exempt Activities. Notwithstanding any other provision of these By-Laws, no Member, director, officer, employee, or representative of the Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization exempt under Section 528 of the Internal Revenue Code of 1986 and the Regulations thereunder as they now exist or as they may hereafter be amended. The prohibitions contained in this Section 6.07 shall be deemed cumulative with respect to any similar provision or provisions of the Articles of Incorporation of the Corporation and not in substitution therefor.

Section 6.06. Prohibitions Against Sharing In Corporate Earnings. No director, officer, employee or Member of a committee or any other person connected with the Corporation or any other private individual shall receive any of the net earnings or pecuniary profit from the operation of the Corporation, provided, however, that this shall not prevent the payment to any person of such reasonable compensation for services rendered to or for the Corporation in effecting any of the purposes set forth herein. The prohibitions contained in this Section 6.08 shall be deemed cumulative with respect to any similar provision or provisions of the Articles of Incorporation and not in substitution therefor.

Section 6.07. Dissolution. In the event the Board of Directors and Members of this Corporation determine that the Corporation should be dissolved, then all of the assets of the Corporation, over and above those needed to pay off any debts and liabilities of the Corporation, shall be distributed to all Members then on the roll of the Corporation and not then delinquent in payment of dues, pro rata in accordance to the number of Lots owned by such Members.

ARTICLE VII

Amendments

The power to alter, amend or repeal these By-Laws is vested in the Board of Directors, but the affirmative vote of a majority of the actual number of Directors elected and qualified at the time, shall be necessary to effect any alteration, amendment or repeal of these By-Laws. The Corporation must provide notice of any meeting of Directors at which an amendment is to be approved stating the purpose of the meeting is to consider a proposed amendment to these By-Laws and accompanied by a copy or summary of the amendment or stating the general nature of the amendment. In addition, the Members may amend these By-Laws at any time, from time to

time, at an annual or special meeting of the Members where a quorum is present by an affirmative vote of sixty percent (60%) of the owners present in person or by proxy.

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