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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE LANDINGS AT OLDEFIELD COMMONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE LANDINGS AT OLDEFIELD COMMONS (this "Declaration") is made and entered into this 7th day of June, 2001, by The Landings, LLC, an Indiana limited liability company ("Developer").

RECITALS

1. Developer and Residents (as defined below) are the owners of certain real estate more particularly described on Exhibit A attached hereto and made a part hereof (the "Real Estate").

2. The Real Estate has been subdivided into residential lots as generally shown on the plat for The Landings at Oldefield Commons as recorded in Plat Book D, Pages 333A and 333B, in the Office of the Recorder of Johnson County, Indiana, as amended from time to time (the "Plat").

3. Developer and Residents desire to subject the Real Estate to certain rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens for the purpose of preserving and protecting the value and desirability of the Real Estate for the benefit of each owner.

4. Developer and Residents further desire to create an organization to which shall be delegated and assigned the powers of maintaining and administering certain areas of the Real Estate, administering and enforcing the covenants and restrictions contained in this Declaration and the Plat, and collecting and disbursing the assessments and charges as herein provided.

NOW, THEREFORE, Developer and Residents hereby declare that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the following provisions, agreements, covenants, conditions, restrictions, easements, assessments, charges and liens, which shall run with the Real Estate and shall be binding upon, and inure to the benefit of Developer, Residents and any other person or entity hereafter acquiring or having any right, title or interest in the Real Estate or any part thereof.

DECLARATION

ARTICLE I

DEFINITIONS

The following terms, when used in this Declaration with initial capital letters, shall have the following respective meanings:

"Association" means The Landings at Oldefield Commons Homeowners' Association, Inc., an Indiana nonprofit corporation, which Developer has caused or will cause to be incorporated, and shall include the Association's successors and assigns.

"Adjoining Units" means any residential structure placed more or less equally on two (2) adjacent Lots, with a common party wall separating the units.

"Board" has the meaning ascribed thereto by Section 4.5 of this Declaration.

"Committee" means The Landings at Oldefield Commons Architectural Control Committee established pursuant to Section 5.1 of this Declaration for the purposes herein stated.

"Common Areas" means all real and personal property now or hereafter owned by or subject to an easement for the common use and enjoyment of all Owners. The Common Area to be owned by the Association shall be conveyed to the Association at any time prior to the last conveyance of a Lot to any Owner by Declarant.

"Common Expenses" means and includes the actual and estimated expenses of operating the Association, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association. Common Expenses shall include, without limitation, the actual and estimated cost to the Association for the maintenance, management, operation, repair, improvement and replacement of Common Area, real estate taxes or personal property taxes assessed against any Common Area, as well as any other costs or expense incurred by the Association for the benefit of the Common Area and the Owners.

"Developer" means The Landings, LLC, an Indiana limited liability company, and any successors and assigns of Developer whom Developer designates in one or more written recorded instruments to have the rights of Developer hereunder, including, without limitation, any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Developer.

"Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the date Developer no longer owns any Lot within or upon the Real Estate.

"Drainage and Utility Easement" ("D.&U.E.") means that portion of the Real Estate designated on the Plat, as amended from time to time, as a Drainage and Utility Easement.

"Drainage, Utility & Sanitary Sewer Easement" ("D.U.&S.S.E.") means that portion of the Real Estate designated on the Plat, as amended from time to time, as a Drainage, Utility & Sanitary Sewer Easement.

"Lot" means a numbered parcel of land shown and identified as a lot on the Plat, as amended from time to time.

"Member" means a person or entity entitled to membership in the Association.

"Mortgagee" means the holder of a recorded first mortgage lien on any Lot.

“Owner” means the record owner, whether one or more persons or entities, of fee simple title to any Lot including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless specifically indicated to the contrary. The term Owner, as used herein, shall include Developer so long as Developer shall own any Lot.

“Public Street” means that portion of the Real Estate designated on the Plat as R/W.

“Residents” means the Owners of Lots as of the date this Declaration is recorded in the office of the Recorder of Johnson County, Indiana, excluding Developer.

ARTICLE II

NAME

The name by which the Real Estate shall be known is “The Landings at Oldefield Commons.”

ARTICLE III

APPLICATION

All Owners, their tenants, guests, invitees and mortgagees, or any other person using or occupying a Lot or any part of the Real Estate, shall be subject to and shall observe and comply with the covenants, conditions, restrictions, terms and provisions set forth in this Declaration and any rules and regulations adopted by the Association as herein provided, as each may be amended from time to time.

The Owner of any Lot and all other persons, (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Developer, a Resident or a subsequent Owner, or (ii) by the act of occupancy of such Lot, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the terms and provisions of this Declaration. By acceptance of such deed, execution of such contract or undertaking of such occupancy, each Owner and all other persons acknowledge the rights and powers of Developer and the Association provided for by this Declaration and covenant, agree and consent to and with Developer, to keep, observe, comply with and perform the covenants, conditions, restrictions, terms and provisions of this Declaration.

ARTICLE IV

ASSOCIATION

Section 4.1. Membership. Each Owner shall, automatically upon becoming an Owner, be and become a Member of the Association and shall remain a Member of the Association until such time as his, her or its ownership of a Lot ceases, at which time his, her or its membership will terminate and the new Owner of the Lot shall be and become a Member of the Association.

Section 4.2. Classes of Membership. The Association shall have two (2) classes of membership, as follows:

(i) **Class A Members.** Class A Members shall be all Owners other than Developer (unless the Class B membership has been converted to Class A membership as provided in the following subparagraph (ii), in which event Developer shall be a Class A Member). Class A Members shall be entitled to one (1) vote for each Lot owned.

(ii) **Class B Members.** The Class B Member shall be Developer. The Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and terminate and be converted to Class A membership upon the "Applicable Date" (as such term is hereinafter defined in Section 4.3).

Section 4.3. Applicable Date. As used herein the term "Applicable Date" shall mean the date which is the earlier of (i) the end of the Development Period; or (ii) December 31, 2004.

Section 4.4. Multiple Owners. Where the Owner of a Lot is comprised of more than one person or entity, or is a partnership, all such persons, entities, or partners shall be Members of the Association, but the vote in respect of such Lot shall be exercised as the persons, entities or partners holding an interest in such Lot shall determine among themselves, but in no event shall more than one (1) vote (in the case of Class A membership) be cast with respect to such Lot.

Section 4.5. Board of Directors. The Association shall elect a Board of Directors of the Association (the "Board") as prescribed by the Association's Articles of Incorporation and Bylaws. The Board shall manage the affairs of the Association.

Section 4.6. Contracts with Developer. No contract or agreement for professional management of the Association, nor any other contract between Developer and the Association shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause, without any termination fee, on written notice of ninety (90) days or less to the non-terminating party.

Section 4.7. Responsibilities of the Association. The responsibilities of the Association include, but shall not be limited to:

(i) Management and control of storm or surface water retention (if any) in and upon the easement areas (shown and identified on the Plat) for maintenance of the same in a clean, attractive and sanitary condition; installation and replacement of such improvements in and upon said easements as the Association deems necessary or appropriate; and maintenance of any such improvements installed by Developer or the Association in good condition and repair. Without limiting the generality of the foregoing, such maintenance obligations shall include maintenance to protect the easements from erosion and algae control. It is intended that such actions shall be taken in accordance with recommendations regarding the same from applicable governmental agencies having jurisdiction, but nothing herein shall constitute an undertaking or duty to exceed the requirements of applicable law.

(ii) Except as may be the responsibility of any governmental agency, replacement of a drainage system in and upon the drainage and utility easements, including D.&U.E.'s, S.S.D.&U.E.'s and D.L.&U.E.'s (shown and identified as such on the Plat), as the Association deems necessary or appropriate and the maintenance of any drainage system installed in or upon said drainage and utility easements by Developer or the Association in good condition and repair, subject, however, to the obligation of the Owner of a Lot subject to a drainage and utility easement to keep the portion of the drainage and utility easement on his, her or its Lot free from obstructions so that the surface water drainage will be unimpeded.

(iii) Maintenance, repair and replacement of signage identifying the subdivision and landscaping within any D.L.&U.E. or L.E. located on the Real Estate.

(iv) Procuring and maintaining for the benefit of the Association, its Board and the Owners, the insurance coverages required under this Declaration and such other insurance as the Association deems necessary or advisable.

(v) Payment of taxes, if any, assessed against and payable with respect to property of the Association.

(vi) Assessment and collection from the Owners of Regular or Special Assessments, sufficient in amount to pay the Common Expenses.

(vii) Contracting for such services as management, snow removal, security control, trash removal or other services as the Association deems necessary or advisable.

(viii) From time to time, adopting, amending or rescinding such reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the management and administration of the Association, as the Association deems necessary or advisable, and enforcement of the same. As part of such rules and regulations, the Association may provide for reasonable interest and late charges on past due installments of any Assessments (as hereinafter defined) or other charges against any Lot. Copies of such rules and regulations shall be furnished by the Association to the Owners prior to the time when the same shall become effective.

(ix) Replacement and maintenance of any street identification signs within and upon the Real Estate, except to the extent the same is the responsibility of any governmental agency or subdivision thereof.

(x) Procuring and maintaining for the benefit of the Association, its Board, Developer, and the Owners, a general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000) providing coverage for injury to person or property arising out of the Common Areas.

Section 4.8. Compensation. No director of the Board ("Director") shall receive compensation for his or her services as a Director, except to the extent expressly authorized by a majority vote of the Owners.

Section 4.9. Non-Liability of Directors and Officers. The Directors and officers ("Officers") of the Association shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as Directors or Officers, except for their own individual willful misconduct or gross negligence. The Association shall indemnify and hold harmless and defend each person, and such person's heirs, assigns or legal representatives, who is or was a Director or Officer against any and all liability to any person, firm or corporation arising out of contracts made by or at the direction of the Board (or the managing agent, if any), unless any such contract shall have been made in bad faith. It is intended that the Directors and Officers shall have no personal liability with respect to any contract made by them on behalf of the Association except in their capacity as Owners.

Section 4.10. Additional Indemnity of Directors and Officers. The Association shall indemnify, hold harmless and defend any person, and any such person's heirs, assigns and legal representatives (collectively, the "Indemnitee"), made or threatened to be made a party to any action, suit or proceeding by reason of the fact that such person is or was a Director or Officer, against all costs and expenses, including but not limited to, attorneys' fees, actually and reasonably incurred by the Indemnitee in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except (unless otherwise specifically provided herein) in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Indemnitee is liable for gross negligence or willful misconduct in the performance of such Indemnitee's duties. The Association shall also reimburse any such Indemnitee for the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director or Officer was not guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action or suit of proceeding against an Indemnitee, no Director or Officer shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of the Director's or Officer's duties where, acting in good faith, such Director or Officer relied on the books and records of the Association or statements or advice made by or prepared by the managing agent of the Association (if any) or any officer or employee of the Association, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service, unless such Director or Officer had actual knowledge of the falsity or incorrectness thereof, nor shall a Director or Officer be deemed guilty of or liable for gross negligence or willful misconduct by virtue of the fact that such Director or Officer failed or neglected to attend a meeting or meetings of the Board. The costs and expenses incurred by an Indemnitee in defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay the amount paid by the Association if it shall ultimately be determined that the indemnitee is not entitled to indemnification as provided in this Section 4.10.

Section 4.11. Bond. The Board may provide surety bonds and may require the managing agent of the Association (if any), the treasurer of the Association, and such other Officers as the Board deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board, and any such bond shall specifically include protection for any insurance proceeds received by any reason by the Board. The expense of any such bonds shall be a Common Expense.

ARTICLE V

THE LANDINGS AT OLDEFIELD COMMONS
ARCHITECTURAL CONTROL COMMITTEE

Section 5.1. Creation. There shall be, and hereby is, created and established The Landings at Oldefield Commons Architectural Control Committee ("Committee") to perform the functions provided for herein. Until the end of the Development Period, the Committee shall consist of up to three (3) members appointed, from time to time, by Developer. Each such member shall be subject to removal by Developer at any time with or without cause. After the Development Period, the Committee shall be a standing committee of the Association, consisting of three (3) persons appointed from time to time by the Board.

Section 5.2. Purposes and Powers of Committee. The Committee shall regulate the external design, appearance and location of residences, buildings, structures or other improvements placed on any Lot, and the installation and removal of landscaping on any Lot, in such a manner as to preserve and enhance the value and desirability of the Real Estate for the benefit of each Owner and to maintain a harmonious relationship among structures and the natural vegetation and topography.

(i) **In General.** No residence, building structure or improvement of any type or kind shall be constructed or placed on any Lot, or painted or repainted a different color, without the prior written approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee and, in the case of construction or placement of any improvement shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvements proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. When required by the Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect.

(ii) **Power of Disapproval.** The Committee may refuse to grant permission to repaint, change paint color, construct, place or make the requested improvement, when:

(a) The plans, specifications, drawings or other material submitted are inadequate or incomplete, or show the proposed improvement to be in violation of any restrictions in this Declaration or the Plat;

(b) The design or color scheme of a proposed repainting, change in paint color or improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures; or

(c) The proposed repainting, change in paint color or improvement, or any part thereof, would, in the opinion of the Committee, be contrary to the interests, welfare or rights of any other Owner.

(iii) Rules and Regulations. The Committee may, from time to time, make, amend and modify additional rules and regulations as it may deem necessary or desirable to guide Owners as to the requirements of the Committee for the submission and approval of items to the Committee. Such rules and regulations may set forth additional requirements to those set forth in this Declaration or the Plat, as long as the same are not inconsistent with this Declaration or Plat.

Section 5.3. Duties of Committee. The Committee shall approve or disapprove proposed repainting, change in paint color, construction or improvements within fifteen (15) days after all required information shall have been submitted to it. One (1) copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, shall specify the reason or reasons for such disapproval.

Section 5.4. Liability of Committee. Neither the Committee, Developer, the Association nor any agent of any of the foregoing shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

Section 5.5. Inspection. The Committee may inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article V. However, no such inspection, or failure to inspect, by the Committee shall result in any liability on the part of the Committee, nor shall the Owner be relieved of any obligation to complete the painting, change of paint color, construction or improvements in accordance with the approved plans therefor.

Section 5.6. Nonapplication to Developer. Notwithstanding the provisions of this Article V or any other provisions of this Declaration requiring the approval of the Committee, Developer and any entity related to Developer shall not be required to apply for or secure the approval of the Committee in connection with any construction, installation, painting, repainting or change of paint color by Developer, or any entity related to Developer, of any residence, building, structure, or other improvement on the Real Estate or the installation or removal of any trees, shrubs or other landscaping on the Real Estate.

ARTICLE VI

ASSESSMENTS

Section 6.1. Creation of Lien and Personal Obligation. Developer and Residents, for each Lot now or hereafter conveyed by Developer or Residents hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) regular assessments for Common Expenses ("Regular Assessments") and (ii) special assessments for capital improvements and operating deficits and for special maintenance and repairs ("Special Assessments")(the Regular Assessments and Special Assessments herein collectively referred to

as the "Assessments"). The Assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All Assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which the Assessment is made prior to all other liens except only (a) tax liens on any Lot in favor of any unit of government or special taxing district and (b) the lien of any first mortgage of record. Each Assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time such Assessment became due and payable. Where Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent Assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successor(s) in title unless expressly assumed by such successor(s). The Association shall, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular Assessment, Special Assessment and other charge of the Association against the Lot. Such statement shall be binding upon the Association as of the date of such statement.

Section 6.2. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively (i) to promote the health, safety and welfare of the residents occupying the Real Estate, (ii) for the performance of the responsibilities and duties of the Association, (iii) for such other purposes as are specifically or otherwise allocated in a reserve fund for the purpose of providing maintenance, repair or replacement of any improvements to the Common Areas and any capital improvements which the Association is required to maintain, or (iv) for the payment of expenses and services related to or arising out of items (i) – (iii).

Section 6.3. Regular Assessments. The Board shall have the right, power and authority, without any vote of the members of the Association, to fix, from time to time, the Regular Assessment against each Lot at any amount not in excess of the maximum Regular Assessment hereinafter provided.

(i) Until January 1, 2002, the maximum Regular Assessment on any Lot shall not exceed Three Hundred Dollars (\$300) per year; and

(ii) From and after January 1, 2002, the maximum Regular Assessment on a Lot may not be increased by more than fifteen percent (15%) above the annual Regular Assessment for the previous calendar year without the approval of two-thirds (2/3) of those Members of each class of Members who cast votes in person or in proxy at a meeting of the Members duly called for such purpose.

Section 6.4. Special Assessments. In addition to Regular Assessments, the Association, except as provided below, may make Special Assessments against each Lot for the purpose of (i) reconstructing, repairing or replacing any capital improvement which the Association is required to maintain, (ii) recovering any operating deficits which the Association may from time to time incur; provided, however, two-thirds (2/3) of the Members who cast votes in person or by proxy at a meeting of the Members duly called for such purpose assent, and (iii) special maintenance or repairs.

Section 6.5. Uniform Rate of Assessment. The Assessments levied by the Association shall be an equal amount for each Lot; provided, however, Developer shall not be liable for the payment of Assessments.

Section 6.6. Date of Commencement of Regular Assessments; Due Dates. The Regular Assessment shall be due and payable as of the first day of each calendar year. For the year in which this Declaration is recorded, the Regular Assessment shall commence as to each Lot owned by a Resident on the first day of the first calendar month following the recording of this Declaration in the office of the Recorder of Johnson County, Indiana, and shall be prorated for the number of whole months remaining in such calendar year following the conveyance. The Regular Assessment shall commence for all other Owners of Lots on the first day of the first calendar month following the first conveyance of such Lot by Developer and shall be payable immediately upon the conveyance of such Lot in an amount of the annual/Regular Assessment for such year prorated for the number of whole months remaining in such calendar year following the conveyance.

The Board shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period, provided that the Regular Assessment for the initial calendar year may be established by the Board at any time. Written notice of the assessment notices as the Board shall deem appropriate shall be sent to each Owner subject thereto. The due date(s) for all Assessments shall be established by the Board. The Board may provide for reasonable interest and late charges on past due installments of Assessments.

Section 6.7. Assessments Prior to Applicable Date. During the period that residences are being constructed within the Real Estate, it is difficult to accurately allocate the Common Expenses to the individual Lots. The purpose of this section is to provide the method for the payment of the Common Expenses during the period prior to the Applicable Date to enable the Association to perform its duties and functions. Accordingly and notwithstanding any other provision contained in the Declaration, the Articles or the Bylaws or otherwise, prior to the Applicable Date, the annual budget and all Assessments shall be established by the Board without any meeting or concurrence of the Owners; provided, however, that the amount of the Regular Assessment shall be determined by the Board substantially in the manner provided in the Bylaws.

Section 6.8. Failure of Owner to Pay Assessments.

(i) No Owner may exempt himself from paying Assessments, or from contributing toward the Common Expenses and toward any other expense lawfully agreed upon, by abandonment of the Lot belonging to him. If any Owner shall fail, refuse or neglect to make any payment of any Assessment (or periodic installment of an Assessment, if applicable) when due, the lien for such Assessment on the Owner's Lot may be filed and foreclosed by the Board for and on behalf of the Association in the same manner as a mortgage on real property or as otherwise provided by law. Upon the failure of any Owner to make timely payments of any Assessment (or a periodic installment of an Assessment, if applicable) when due, the Board may in its discretion accelerate the entire balance of any unpaid Assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any Assessment, the Owner and any occupant of the Lot shall be

jointly and severally liable for the payment to the Association of reasonable rental for such Lot, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Assessments. The Board of the Association may, at its option, bring a suit to recover a money judgment for any unpaid Assessment without foreclosing or waiving the lien securing the same. In any action to recover an Assessment, whether by foreclosure or otherwise, the Board of the Association, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such Assessments were due, until paid.

(ii) Notwithstanding anything contained in this Section 6.8 or elsewhere in this Declaration, any sale, or transfer of a Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid Assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor.

Section 6.9. Developer's Exemption. Notwithstanding anything contained herein to the contrary, Developer shall not be liable for Assessments with respect to Lots it owns, nor shall such Lots be subject to the lien for such Assessments.

ARTICLE VII

INSURANCE

Section 7.1. Casualty Insurance. The Association shall purchase and maintain fire and extended coverage insurance in an amount equal to the full replacement cost of all improvements, if any, which the Association is required to maintain hereunder. If the Association can obtain such coverage for a reasonable amount, it shall also obtain "all risk" or "extended" coverage. The Association may also insure any other property, whether real or personal, owned by the Association against loss or damage by fire and such other hazards as the Association may deem desirable. Such insurance coverage shall name the Association as the insured. Such insurance policy or policies shall contain provisions that (i) the insurer waives its rights to subrogation as to any claim against Developer, the Association, the Board, Officers, agents and employees, any committee of the Association or of the Board, and all Owners and their respective agents and guests and (ii) waives any defense based on invalidity arising from the acts of the insured. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried.

Section 7.2. Liability Insurance. The Association shall also purchase and maintain a master comprehensive public liability insurance policy in such amount or amounts as the Board shall deem appropriate from time to time, but in any event with a minimum combined limit of One Million Dollars (\$1,000,000.00) per occurrence. Such comprehensive public liability insurance shall cover all of the Common Areas and shall insure Developer, the Association, the

Board, Officers, agents and employees of any of the foregoing with respect to the Real Estate, all Owners and all other persons entitled to occupy any Lot. Such public liability insurance policy shall include a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association, Developer or other Owners.

Section 7.3. Other Insurance. The Association shall also purchase and maintain any other insurance required by law to be maintained, including but not limited to workers' compensation and occupational disease insurance, and such other insurance as the Board shall from time to time deem necessary, advisable or appropriate, including but not limited to officers' and directors' liability insurance.

ARTICLE VIII

MAINTENANCE AND REPAIRS

Section 8.1. Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Association under any of the other provisions of this Declaration, it shall be the duty of the Owner of each Lot to keep the grass on the Lot properly cut and keep the Lot free of weeds and trash and otherwise neat and attractive in appearance, including, without limitation, the proper maintenance of the exterior of any structures on such Lot. Additionally, each Owner shall be responsible for maintaining the appearance and condition of said Owner's mailbox and each Owner shall make necessary repairs or replace said Owner's mailbox in the event the Committee so instructs. In the event the Owner of any Lot fails to take such action in a manner satisfactory to the Association, the Association, after approval by two-thirds (2/3) vote of the Board, shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the improvements erected thereon or to repair or replace a mailbox. The cost of such exterior maintenance or other action shall be deemed a part of the Assessment against such Lot and the Owner thereof, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of Assessments. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Section 8.2. Party Wall Agreement. With respect to the shared wall of residential structures between Adjoining Units ("Party Wall"), each Owner of an Adjoining Unit shall be bound with the other Owner of such Adjoining Unit as follows:

(i) **Sharing Maintenance.** Owners of Adjoining Units shall share the cost of maintenance of the Party Wall equally.

(ii) **Damage and Repairs.** In the event of damage or destruction of the Party Wall from any causes, the then Owners shall, at joint and equal expense, repair or rebuild the Party Wall on the same spot and on the same line, and be of the same size, and of the same or similar material and of like quality with the present Party Wall, and each party, his heirs, successors, and assigns shall have the right to the use of the Party Wall so repaired or rebuilt; provided, however, that, in the event of substantial destruction to the Party Wall and the Adjoining Units (i.e. where eighty percent (80%) or more of the Party

Wall and the Adjoining Units are destroyed by fire or otherwise), neither Owner shall be obligated to repair or restore the Party Wall. Each Owner shall have an easement in that part of the other Owner's Lot that is necessary or desirable in order to repair, restore, or replace the Party Wall. Notwithstanding the foregoing if either Owner's negligence or willful misconduct shall cause damage to or destruction of the Party Wall, the negligent Owner shall bear the entire cost of repair or reconstruction. If either Owner shall neglect or refuse to pay the Owner's share, or all of the cost in case of negligence or willful misconduct, the other Owner may have the Party Wall repaired or restored and shall be entitled to have a mechanic's lien and lis pendens on the property of the Owner failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost.

(iii) Insurance. Each Owner shall be required to obtain and maintain, "All Risks" insurance for his, her or its respective portion of an Adjoining Unit in an amount equal to eighty percent (80%) of the full replacement value (exclusive of the cost of excavation and foundation), without deductions for depreciation. The policies of physical damage insurance shall, if the same are available without any increase in the premium for the insurance coverage, contain waivers of subrogation and waivers of any defense based on coinsurance or of pro rate reduction of liability or of invalidity arising from any acts of the insured. Owners shall not do or permit any act or thing to be done in or to the Party Wall which is contrary to law or which invalidates or is in conflict with the Owner's policy of physical damage insurance. An Owner who fails to comply with the provisions of this paragraph shall pay all costs, expenses, liens, penalties, or damages which may be imposed upon the Owner by reason thereof.

(iv) Use of Party Wall. Either Owner shall have the right to use the side of the Party Wall facing the Owner's Lot in any lawful manner, including attaching structural or finishing materials to it; however, an Owner shall not create windows or doors or place air conditioning equipment in the Party Wall without the consent of the other Owner to the Adjoining Unit.

Section 8.3. Additional Restrictions Concerning Residences and Other Structures.

(i) No change shall be made in the exterior color of any residence or accessory buildings located on a Lot, including the roofs thereof, without the prior written approval of the Committee;

(ii) Existing or newly planted trees on any Lot shall not be removed by an Owner after such Owner's occupancy, without the prior written approval of the Committee; provided, however, that nothing herein shall prevent the removal of trees by Developer, or any entity related to Developer, during the development of the Real Estate and during the construction by Developer, or any entity related to Developer, of a residence or accessory building on any Lot; and

(iii) In order to preserve the aesthetic appearance of the Real Estate, any mailbox must be approved by the Committee as to size, location, height or appearance before it is installed.

Exhibit A

LEGAL DESCRIPTION

A Part of the Southwest Quarter of Section 31, Township 14 North, Range 4 East of the Second Principal Meridian, Pleasant Township, Johnson County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the West half of the East half of the said Southwest Quarter also being the Southeast corner of Oldefield Estates Section One recorded in Plat Book "C", Page 612, also being the Southwest corner of McCarty Addition recorded in Plat Book 4, Page 30 of the Office of the Recorder; thence South 89 degrees 09 minutes 37 seconds West along the South line of said Quarter Section and South line of said Section One 911.42 feet to the Southwest corner of said subdivision, also being the Southeast corner of Oldefield Commons Section One recorded in Plat Book "C", Pages 744 A and B; thence North 00 degrees 50 minutes 23 seconds West along the East line of said Section One also being the East line 359.55 feet to the Northeasterly corner of said Oldefield Commons Section One; thence North 20 degrees 26 minutes 54 seconds West along the Northerly line of said Oldefield Commons Section One and Oldefield Commons Section Two recorded in Plat Cabinet "D", Slide 62A and B 142.81 feet; thence North 13 degrees 05 minutes 31 seconds West on and along the Northerly line of said Section Two 188.63 feet to the point of beginning of this described tract; thence North 89 degrees 51 minutes 30 seconds West on and along the North line of said Section Two 1798.68 feet; thence South 00 degrees 08 minutes 30 seconds West on and along said North line 5.60 feet; thence North 89 degrees 51 minutes 30 seconds West on and along said North line 100.18 feet; thence South 00 degrees 08 minutes 30 seconds West on and along said North line 12.36 feet; thence North 89 degrees 51 minutes 30 seconds West on and along said North line 229.19 feet; thence North 70 degrees 21 minutes 03 seconds West 356.00 feet; thence North 83 degrees 26 minutes 15 seconds West 146.19 feet to a point on the West line of said Southwest Quarter, also being a point on the East line of the Coopers Subdivision - Sixteenth Section, recorded in Plat Book 9, Page 89; thence North 00 degrees 30 minutes 59 seconds East on and along the West line of said Quarter Section and East line of the Coopers Subdivision - Sixteenth, Fifteenth (Plat Book 9, Page 88) and Eleventh Sections (Plat Book 9, Page 90) a distance of 520.00 feet to the Northwest corner of said Half Quarter Section; thence North 89 degrees 39 minutes 03 seconds East on and along the North line of said Half Quarter Section also being the South line of the Coopers Subdivision - Eleventh Section (Plat Book 9, Page 90), Tenth Section (Plat Book 9, Page 79) and Ninth Section (Plat Book 9, Page 78) a distance of 981.75 feet; thence South 00 degrees 08 minutes 30 seconds West a distance of 625.39 feet; thence South 13 degrees 05 minutes 31 seconds West a distance of 20.83 feet to the point of beginning, containing 13.911 acres more or less. Subject however to all legal right-of-ways, easements and restrictions of record.

ARTICLE IX

ADDITIONAL EASEMENTS AND RESTRICTIONS

In order to provide adequate protection to all present and future Owners of Lots of the Real Estate, the following covenants and restrictions, in addition to those set forth in the Declaration and on the Plat, are hereby imposed upon the Real Estate:

Section 9.1. Utility Easements. There are areas of ground on the Plat marked as utility easements, drainage easements and sanitary sewer easements, either separately or in combination. The utility easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association, for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services, to the Lots on the Real Estate. The drainage easements are hereby created and reserved: (i) for the use of Developer during the Development Period for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) for the use of the Association and the applicable governmental agency for the access to and maintenance, repair and replacement of such drainage system; provided, however, that the Owner of any Lot of the Real Estate subject to a drainage easement shall be required to keep the portion of said drainage easement of such Lot free from obstructions so that the surface water drainage will be unimpeded. The sanitary sewer easements are hereby created and reserved for the use of all appropriate public or governmental agencies and the Association, for access to and installation, maintenance, repair or removal of pipes, swales, lifts, and other equipment and facilities for the furnishing of sanitary sewer services. The delineation of the utility easement, drainage easement and sanitary sewer easements, areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Section 9.1. No permanent structures shall be erected or maintained upon said easements. The Owners of Lots of the Real Estate shall take and hold title to the Lots subject to the utility easements, drainage easements and sanitary sewer easements herein created and reserved.

Section 9.2. Landscape Easement. There is an area of ground on the Plat marked "Landscape Easement." The Landscape Easement is hereby created and reserved:

- (i) for the common visual and aesthetic enjoyment of Owners; and
- (ii) for the use by Developer during the Development Period and the Association for the installation, maintenance, repair and replacement of landscaping and signage identifying the Real Estate.

Section 9.3. Sidewalk Easement. A Sidewalk Easement is shown on the Plat. The Sidewalk Easement is hereby created for the use and enjoyment of the Owners.

Section 9.4. Building Set-back Lines. Building set-back lines are established on the Plat. No building or structure shall be erected or maintained within said set-back lines.

Section 9.5. Sight Lines. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above any street located within the Real Estate 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 twenty-five (25) feet from the intersection of said lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight-line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. 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 line.

Section 9.6. Size of Residences. No residence constructed on a Lot shall have less than Twelve Hundred (1200) square feet of floor area, exclusive of garages, basements, open porches and other accessory structures

Section 9.7. Use of Lots.

(i) All Lots shall be used solely for residential purposes. No business buildings shall be erected on the Lots, and no business may be conducted on any part thereof, other than the home occupations permitted in the Zoning Ordinance of the City of Greenwood, Indiana. Any attached garage, attached tool shed, attached storage building or any other attached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence. No garage shall be erected on any Lot which is not permanently attached to the residence and no unenclosed storage area shall be erected. No enclosed storage area shall be erected on any Lot which is not permanently attached to the residence.

(ii) No trailers, shacks, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any Lot, except that used by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the residential building.

(iii) No trailer, shack, tent, boat, garage or other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

(iv) No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any Lot. Dogs shall be confined to their Owner's respective Lots or restrained on a leash, and each Owner shall be responsible for cleaning up after their dogs. No noxious, unlawful, or otherwise offensive activity shall be carried out on any Lot; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(v) No camper, motor home, truck, trailer, boat or recreational vehicle of any kind shall be stored on any Lot in open public view.

(vi) No sign of any kind shall be displayed to the public view on any Lot, except that one (1) sign of not more than six (6) square feet may be displayed at any time

for the purpose of advertising the property for sale or rent, excepting that Developer may use larger signs for the sale and development of Lots.

(vii) No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. All rubbish, garbage or other waste shall be regularly removed from a Lot and shall not be allowed to accumulate thereon.

(viii) No private or semi-private water supply and/or sewage disposal system may be located upon any Lot which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or other method of sewage disposal shall be located or constructed on any Lot.

(ix) Driveways on Lots shall be of concrete or asphalt material and shall not exceed the width of the side boundaries of the garage. No additional parking shall be permitted on a Lot other than that on the existing driveway.

(x) No roof antenna shall be installed or permitted on residences on the Lots. No satellite dishes shall be installed or permitted on residences on the Lots, except as installed by Developer and after the end of the Development Period, except as approved by the Association or otherwise permitted by law.

(xi) No trapelines or clotheslines are permitted on any Lot.

(xii) No metal, fiberglass or similar type material awnings or patio covers shall be permitted in the Subdivision.

(xiii) No fence placed on a Lot abutting an area designated on the Plat as a Landscape Easement shall exceed three (3) feet in height beyond the point fifteen (15) feet from the residence constructed on such Lot.

All fencing, and its placement, shall be subject to approval by the Developer until the end of the Development Period and thereafter by the Committee. All fencing shall be constructed of wood. No fence shall be higher than six (6) feet. No fencing shall extend forward of the furthest back corner of the residence. Fencing style and color shall be consistent with other fencing on the Real Estate.

(xiv) No above-ground swimming pools shall be permitted on the Real Estate.

(xv) No solar heat panels shall be permitted on the Real Estate.

(xvi) All Lots shall be accessed from the interior streets of the Subdivision.

ARTICLE X
MORTGAGES

Section 10.1. Notice to Association. Any Mortgagee who places a first mortgage lien upon a Lot may notify the Secretary of the Association of the existence of such mortgage and provide the name and address of such Mortgagee. A record of such mortgage and name and address shall be maintained by the Secretary of the Association and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the Bylaws of the Association or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, as herein provided, no notice to any Mortgagee as may be otherwise required by this Declaration, the Bylaws of the Association or otherwise shall be required, and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the Bylaws of the Association, a proxy granted to such Mortgagee in connection with the mortgage or otherwise.

Section 10.2. Notice to Mortgagees. The Association, upon request, shall provide to any Mortgagee, a written certificate or notice specifying unpaid assessments and defaults of the Owner of such Lot, if any, in the performance of such Owner's obligation under this Declaration or any other applicable documents.

ARTICLE XI
AMENDMENT

Section 11.1. By the Association. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(i) **Notice.** Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting of the Members of the Association at which the proposed amendment is to be considered.

(ii) **Resolution.** A resolution to adopt a proposed amendment may be proposed by the Board or by any Member who is in good standing with the Association. A Member shall be deemed in good standing if the Member has paid all Assessments that are then due and payable.

(iii) **Meeting.** The resolution concerning a proposed amendment must be adopted at a meeting of the Members duly called and held in accordance with the provisions of the Bylaws.

(iv) **Adoption.** Any proposed amendment to this Declaration must be approved by a two thirds (2/3) majority vote of all Members in good standing at a meeting as described in Section 11.1(iii); provided however, that any such amendment shall require the prior written approval of Developer so long as Developer or any entity affiliated with Developer owns any Lots within and upon the Real Estate. In the event any Lot is subject to a first mortgage, each Mortgagee shall be notified of the meeting and the proposed amendment in the manner as an Owner if the Mortgagee has given prior

notice of its mortgage interest to the Board of the Association in accordance with the provisions of Section 10.1.

(v) Special Amendments. No amendment to this Declaration shall be adopted which changes any provision of this Declaration which would be deemed to be of a material nature by the Federal National Mortgage Association under Section 402.02 of Part V, Chapter 4, of the Fannie Mae Selling Guide, as amended, or any similar provision of any subsequent guidelines published in lieu of or in substitution for the Selling Guide, without the approval of all Mortgagees who have given prior notice of their mortgage interest to the Board in accordance with the provisions of Section 10.1.

Any Mortgagee which has been duly notified of the nature of any proposed amendment shall be deemed to have approved the same if said Mortgagee or a representative thereof fails to appear at the meeting in which such amendment is to be considered (if proper notice of such meeting was timely given to such Mortgagee). In the event that a proposed amendment is deemed by the Board to be one which is not of a material nature, the Board shall notify all Mortgagees whose interests have been made known to the Board of the nature of such proposed amendment, and such amendment shall be conclusively deemed not material if no Mortgagee so notified objects to such proposed amendment within thirty (30) days of the date such notices are mailed and if such notice advises the Mortgagees of the time limitation contained in this provision.

Section 11.2. By Developer. Developer hereby reserves the right, so long as it, or any entity affiliated with Developer, owns any Lot within and upon the Real Estate, to make such amendments to this Declaration as may be deemed necessary or appropriate by Developer in its sole discretion, without the approval of any other Owner, or other person or entity; provided that Developer shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially increases the obligations imposed by this Declaration on any Owner.

Section 11.3. Recording. Each amendment to the Declaration shall be executed by Developer in the case where Developer has the right to amend this Declaration without any further consent or approval, and otherwise shall be executed by the President or Vice President and Secretary of the Association; provided, that any amendment requiring the consent of Developer shall contain Developer's signed consent. All amendments shall be recorded in the office of the Recorder of Johnson County, Indiana, and no amendment shall become effective until so recorded.

ARTICLE XII

GENERAL PROVISIONS

Section 12.1. Right of Enforcement. Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration or in the Plat shall be grounds for an action by Developer, the Association, any Owner, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants, conditions or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or

threatened violation, declaratory relief and the recovery of costs and attorneys' fees incurred by any party successfully enforcing such covenants and restrictions; provided, however, that neither Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out any such covenants, conditions or restrictions.

Section 12.2. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to any violation or threatened violation of any covenants, conditions or restrictions provided in this Declaration or the Plat shall be held to be a waiver by that party (or an estoppel of that party to assert) of any right available to such party upon the occurrence, recurrence or continuance of such violation or violations of such covenants, conditions or restrictions.

Section 12.3. Duration. These covenants, conditions and restrictions and all other provisions of this Declaration (as the same may be amended from time to time as herein provided) shall run with the land and shall be binding on all persons and entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons claiming under them, until January 1, 2030, and thereafter shall be automatically extended for successive periods of the ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a two-thirds (2/3) majority of the Members, it is agreed that this Declaration shall terminate in its entirety. In the event the Association shall vote to terminate this Declaration as provided above, the Secretary of the Association shall record in the office of the Recorder of Johnson County, Indiana a copy of the adopting resolution and the original signatures thereto of a two-thirds (2/3) majority of the Members voting to terminate.

Section 12.4. Severability. Invalidation of any of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

Section 12.5. Titles. The underlined titles preceding the various Sections of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of this Declaration. 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.

Section 12.6. Applicable Law. This Declaration shall be governed, interpreted, construed and regulated by the laws of the State of Indiana.

Section 12.7. Sales Offices and Models. Notwithstanding anything to the contrary contained in this Declaration or the Plat, Developer, and any entity affiliated with the Developer, during the Development Period, shall be entitled to construct, install, erect and maintain such facilities upon any portion of the Real Estate owned by Developer as, in the sole opinion of Developer, may be reasonably required or convenient or incidental to the development of the Real Estate, the sale of Lots, and the construction of residences thereon. Such facilities may include, without limitation, storage areas, parking areas, signs, model residences, construction offices and sales offices.

Section 12.8. Developer's Reservation of Rights. Until the earlier of the date that the Association is formed or the end of the Development Period, Developer reserves the right to

manage the Real Estate, to establish the Common Expenses, to collect Assessments from the Owners of Lots as provided in this Declaration, and to exercise all rights and powers of the Committee and of the Association under this Declaration.

[Signature on the Following Page]

IN WITNESS WHEREOF, this Declaration has been executed by Developer as of the date first above written.

THE LANDINGS, LLC,
an Indiana limited liability company

By: *Dennis E. Copenhaver*
Dennis E. Copenhaver, Member

Approved and Accepted as of this 7th day of June, 2001

Residents

HOMES BY MCGUINNESS

By: *Greg McGuinness*
Printed: Greg McGuinness
Title: President



STATE OF INDIANA)
) SS:
COUNTY OF Johnson)

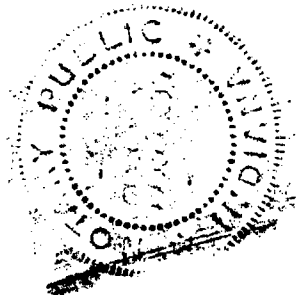
Before me, a Notary Public in and for the State of Indiana, personally appeared Dennis E. Copenhaver, a member of The Landings, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions of The Landings at Oldefield Commons for and on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 7th day of June, 2001.

My Commission Expires: 11/16/2001

County of Residence: Johnson

Signature *Loraine R. Ottinger*
Printed LORINE R. OTTINGER
Notary Public



STATE OF INDIANA)
) SS:
COUNTY OF Johnson)

Before me, a Notary Public in and for the State of Indiana, personally appeared Bryce McGuinness, the President of Homes by McGuinness, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions of The Landings at Oldefield Commons for and on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 7th day of June, 2001.

My Commission Expires:
11/16/2001

Signature Lorraine R. Ottinger

County of Residence:
Johnson

Printed LORAIN R. OTTINGER
Notary Public

SCRIVENER'S ERROR
THE LANDINGS AT OLDFIELD COMMONS

Recorded Johnson County, Indiana

Jean Harmon, Recorder

Date 12/12/2000 Time 12:38:08 1 of 1 Pgs

Inst # 2000-029561 OFF

Fee Amt: 10.00

I, CHRISTOPHER H. PHILLIPS, BEING DULY SWORN UPON MY OATH
DEPOSE AND SAY:

I AM A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA,
REGISTRATION NO. 8800096. A SCRIVENERS ERROR OCCURRED
ON THE PLAT OF THE LANDINGS AT OLDFIELD COMMONS, PLEASANT
TOWNSHIP, JOHNSON COUNTY, INDIANA, AS RECORDED IN PLAT BOOK
"D", PAGES 333 A&B IN THE RECORDS OF THE RECORDER OF
JOHNSON COUNTY, INDIANA.

SECTION ONE; THENCE NORTH 20 DEGREES 26 MINUTES 54 SECONDS WEST
ALONG THE NORTHERLY LINE OF SAID OLDFIELD COMMONS SECTION ONE AND
OLDFIELD COMMONS SECTION TWO RECORDED IN PLAT CABINET "D", SLIDE #2A
AND B 142.81 FEET; THENCE NORTH 43 DEGREES 05 MINUTES 51 SECONDS
WEST ON AND ALONG THE NORTHERLY LINE OF SAID SECTION TWO 1798.68 FEET
AT THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE NORTH 89
DEGREES 51 MINUTES 30 SECONDS WEST ON AND ALONG THE NORTH LINE OF
SAID SECTION TWO 1798.68 FEET; THENCE SOUTH 08 DEGREES 08 MINUTES 30
SECONDS WEST ON AND ALONG SAID NORTH LINE 5.00 FEET; THENCE NORTH
88 DEGREES 51 MINUTES 30 SECONDS WEST ON AND ALONG SAID NORTH LINE
100.15 FEET; THENCE SOUTH 08 DEGREES 08 MINUTES 30 SECONDS WEST ON
AND ALONG SAID NORTH LINE 12.38 FEET; THENCE NORTH 89 DEGREES 51
MINUTES 30 SECONDS WEST ON AND ALONG SAID NORTH LINE 228.19 FEET;
THENCE NORTH 70 DEGREES 21 MINUTES 03 SECONDS WEST 358.00 FEET;
THENCE NORTH 83 DEGREES 28 MINUTES 18 SECONDS WEST 148.18 FEET TO
A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER, ALSO BEING A

THE DIMENSION 1798.68 FEET, AS SHOWN, SHOULD BE AMENDED
TO READ 178.68 FEET.

AND FURTHER THE AFFIANT SAYETH NOT.

Christopher H. Phillips
CHRISTOPHER H. PHILLIPS
REGISTERED LAND SURVEYOR #8800096
STATE OF INDIANA



SUBSCRIBED AND SWORN TO BEFORE ME THIS
6th DAY OF DECEMBER 2000.

RESIDING COUNTY HANCOCK
MY COMMISSION EXPIRES: 7/20/2001

Myla S. Scott
NOTARY PUBLIC
MYLA S. SCOTT



DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

DEC 12 2000

Severak A. Shultz
AUDITOR OF JOHNSON COUNTY

PROJECTS plus

GREENWOOD SURVEYING COMPANY

CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING - CONSTRUCTION MANAGEMENT
3081 Parkview Plaza Suite A - Greenwood, Indiana 47124
(317)-882-5003

THIS INSTRUMENT PREPARED BY PROJECTS PLUS, GREENWOOD, INDIANA. CHRISTOPHER H. PHILLIPS