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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PARK PLACE SUBDIVISION, THE MEADOWS AND THE GLENS
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN HENDRICKS COUNTY, INDIANA

PCA, Slides 169, 170, 171 page #2
The undersigned, MELODY COMMUNITIES, INC., (sometimes referred to herein as "Developer"), and PARK PLACE ASSOCIATES, INC., (sometimes referred to herein as "Owner"), for and as Developer and Owner, respectively, of the real property described in Exhibit "A" attached, to be known as Park Place Subdivision and for the benefit of all present and future owners of any lot or lots in, or occupants of Park Place Subdivision do hereby impose the within described Covenants, Conditions and Restrictions on the land described in said Exhibit "A".

Article 1. Use Restrictions

All lots in this subdivision and all present and future owners or occupants thereof shall be subject to the following development standards, conditions and restrictions, which shall run with the land:

1.01. The lots located within Park Place Subdivision shall be used for detached single family dwellings in accordance with the present zoning of Park Place Subdivision by Hendricks County. No lot shall be used for any purpose not presently permitted by the zoning of Hendricks County without approval of the Park Place Subdivision Homeowners Association, a not-for-profit corporation, hereinafter more specifically defined and established, (the "Corporation"). This provision is intended to, and shall prohibit, a change of presently-permitted use by change of zoning without approval of said Corporation.

1.01.a THE MEADOWS: All lots in The Meadows at Park Place will have a minimum lot size of 7,800 square feet (65 x 120) and an average lot size of 9,397 square feet. THE GLENS: All lots in The Glens at Park Place shall have a minimum lot size of 9,600 square feet (80 x 120) and an average lot size of 11,728 square feet.

1.02. Single story dwellings shall have a minimum of 1100 square feet of living area exclusive of open porches, garages and other unheated areas. Split level dwellings shall have a minimum of 800 square feet on the ground level floor, but shall have a minimum of 1100 total square feet of living area. Each dwelling shall have an attached one- or two- car garage. All driveways and vehicle parking areas shall be hard-surfaced. No gravel or stone driveways shall be permitted on any lot.

1.03. All lots in the Park Place Subdivision shall have a coach light in the front yard which is powered by a photocell. Each lot shall also have a matching mailbox and post approved by the Corporation.

1.04. No building, basement, swimming pool, tennis court, fence, wall, hedge, or other enclosure, or any utility meter, mailbox, or other structure of any sort shall be erected, placed or maintained on any lot in said subdivision, nor shall any change, addition to or alteration thereof affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type architectural design, quality, use and material of construction thereof, the color scheme, therefore, the grading plan of the

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lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Corporation.

1.05. No structure or any part thereof, other than a fence, hedge, wall, or other enclosure which shall first have been approved as provided in paragraph 1.04. above, shall be erected, placed or maintained on any lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plat. No structure of any sort shall be erected, placed or maintained on any lot nearer to any side lot line or rear lot line than is permitted by the appropriate zoning and building requirements of the Hendricks County Planning and Building Department.

1.06. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever; provided, however, the foregoing shall not apply to the various sale activities, or the construction and maintenance of buildings, if any, of owner, its agents or assigns, during the construction and sale period. In addition, no noxious, offensive, or unreasonably disturbing activity shall be carried upon any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in said subdivision.

1.07. No trailer, tent, shack, garage, barn, car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision.

1.08. No clotheslines shall be located on any lot.

1.09. Any truck, motorcycle, boat, bus, tent, car, camper, trailer or other similar housing or recreational device, if stored on any said lot, shall be housed within a garage building.

1.10. No portion of any residential lot, except the interior of the residential dwelling located thereon and appurtenant garage, shall be used for the storage of automobiles, trailers, motorcycles or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or glass, or any reclamation products, parts or materials, except that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the Corporation or its successors and assigns.

1.11. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 1.04 above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon except upon terms and

conditions acceptable to and approved by the Corporation.

1.12. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffered to remain on any part of said premises. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed not less than is needed to maintain the lawn equal to or better in appearance than the surrounding neighborhood in general.

1.13. Television antennas shall be no higher than 5' above the peak of the roof. No towers of any kind including, but not limited to, radio and/or microwave towers, or dish-type antennas, shall be erected, placed or maintained on any lot in said subdivision, except for satellite dishes of a size and with such screening as approved by the Corporation.

1.14. Any tanks for the storage of propane gas or fuel oil or for construction operations shall be located on the ground level.

1.15. No animals, livestock or poultry 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, that they are limited in number so as not to become a nuisance or disturbance to others, and that they are not permitted to run loose.

1.16. No sign or billboard of any kind shall be erected or maintained on any lot except (i) signs approved by the Corporation; and (ii) signs used by Owner or Developer, its successors and/or assigns, to advertise lots in residences for sale during the construction and initial sales period.

1.17. No lot owner shall alter, impair or change any easement without first obtaining the written consents of the Corporation and the lot owner or owners for whose benefit such easement exists.

1.18. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored and maintained in containers entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Corporation or their successors and assigns.

1.19. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any lot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

1.20. No individual water supply system or sewage disposal system shall be permitted on any lot without prior written approval by the Corporation and Hendricks County, and, if approved, will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. No geothermal system shall be installed without prior approval by all applicable agencies. Solar heating systems of any nature must be approved by the Corporation as to design and aesthetic quality prior to construction. Lot owners are hereby advised

that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties.

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1.21. Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Hendricks County Drainage Board. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Hendricks County Drainage Department. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action!

1.22. Sidewalks shall be constructed as required by the sidewalk plan approved by the Hendricks County Planning and Building Department, which construction shall be the responsibility of the lot owner upon whose lot the sidewalk is to be constructed. All sidewalks to be constructed by lot owners shall be completed at such times as the driveway on the lot is constructed. All sidewalks shall be poured concrete, with expansion joints, such construction to be perpetual and continuous along the street frontages and across the driveway of each lot.

ARTICLE 2. Lake and Common Area Covenants and Restrictions

2.01. The areas marked D. U. & E., U. & D. E., N. A. E., (Drainage Utility & Easement, Utility & Drainage Easement, Non Access Easement), Common Area and Lake, as shown on the plat drawings of Park Place Subdivision, are protected areas and may include a storm water detention area designed so as generally to retain water and have the appearance of a lake. Any such storm water detention (lake) area may extend into areas in the Park Place Subdivision. The area marked Landscape Easement (L.E.) and Entry Sign Easement (E.S.E.), on the plat of Avon Park Place commercial lots, attached as Exhibit "B" are also protected areas of the Park Place Subdivision.

2.02. No owner of any lot in Park Place Subdivision shall do or permit to be done any action or activity which could result in the pollution of the lake, diversion of water, change in elevation of the water level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage, or proper lake management, or otherwise impair or interfere with the use of the lake for drainage and related purposes for the benefit of Park Place Subdivision.

2.03. No swimming or motorized boating activity shall be conducted in, on or above said lake area.

2.04. The Corporation may from time to time establish rules regarding the use of the lake and related drainage and utility easement area and the Common Area, provided such rules are not in conflict with the rules contained herein, are reasonably established to protect the safety and welfare of the residents of Park Place Subdivision and their guests as

well as any other person or property in the vicinity of the lake and the Common Area and related drainage and utility easement areas and/or are established to assure the continued service of the area for the purpose for which it was designed.

2.05. The Corporation or the Hendricks County Drainage Department, shall have the authority to institute an action for injunction to abate any activity in violation of these plat restrictions and covenants or any rules and regulations regarding the use and maintenance of the lake and the Common Area and related drainage and utility easement areas that have been established pursuant to the provisions hereof, or to seek mandatory relief for the correction of any damage caused to the area, the Common Area, or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs of the action together with reasonable attorney's fees.

2.06. The Right to Farm Act is and will be a part of these covenants, Conditions and Restrictions for the Park Place Subdivision. The Act is a part of the Indiana Code, as follows:

34-1-57-4 Agricultural resources and operations; limitations on nuisance actions; definitions

Sec. 4 (a) The general assembly declares that it is the policy of the state to conserve, protect, and encourage the development and improvement of its agricultural land for the production of food and other agricultural products. The general assembly finds that when nonagricultural land uses extend into agricultural areas, agricultural operations often become the subject of nuisance suits. As a result, agricultural operations are sometimes forced to cease operations, and many persons may be discouraged from making investments in farm improvements. It is the purpose of this section to reduce the loss to the state of its agricultural resources by limiting the circumstances under which agricultural operations may be deemed to be a nuisance.

(b) As used in this section, "agricultural operation" includes any facility used for the production of crops, livestock, poultry, livestock products, poultry products, or horticultural products or for the growing of timber.

(c) As used in this section, "industrial operation" includes any facility used for the manufacture of a product from other products, for the transformation of a material from one (1) form to another, for the mining of a material and related mine activities, or for the storage or disposition of a product or material.

(d) As used in this section, "locality" means the specific area of land upon which the operation is conducted.

(e) For purposes of this section, the continuity of an agricultural or industrial operation shall be considered to have been interrupted when it has been discontinued for more than one (1) year.

(f) No agricultural or industrial operation or any of its appurtenances shall be or become a nuisance, private or public, by any changed conditions in the vicinity of the locality after the agricultural or industrial operation, as the case may be, has been in operation continuously on the locality for more than one (1) year, provided:

- (1) there is no significant change in the hours of operation;
- (2) there is no significant change in the type of operation; and
- (3) the operation would not have been a nuisance at the time the agricultural or industrial operation, as the case may be, began on that locality.

(g) This section does not apply whenever a nuisance results from the negligent operation of an agricultural or industrial operation or its appurtenances.

ARTICLE 3. Homeowners Association

A not-for-profit corporation to be known as Park Place Homeowners Association, Inc., (the "Corporation"), shall be established to carry out the functions set forth for it in these Plat Restrictions and Covenants.

3.01. The Park Place Homeowners Association, Inc., shall be guided by three (3) directors who initially shall be appointed by the undersigned at incorporation. Each lot owner of a lot in Park Place Subdivision, shall become a shareholder of said Corporation upon purchase of said lot.

3.02. The directors of said Corporation shall serve until their successors are elected. Upon the incapacity, resignation or death of a director of the Corporation, his successor shall be appointed by the remaining directors of the Corporation within six (6) months of the incapacity, death or resignation of a director. In the event of the incapacity, resignation or death of a director of the Corporation, and his successor is not appointed within six (6) months thereafter, the successor director shall be elected by the owners of a majority of the lots in said subdivision. Notwithstanding the foregoing, the Developer shall have the right to control the Corporation until the earlier of the date by which _____ percent (80%) ^{ETS} of all lots have been conveyed to homeowners or AUGUST ^{ETS}, 19 99 ^{ETS} (the first of said two dates to occur hereinafter referred to as the "Applicable Date") and each owner of a lot, by acceptance of a deed to a lot shall be deemed to have appointed Developer as such lot owners' agent, attorney-in-fact and proxy which shall be deemed coupled with an interest and irrevocable until the Applicable Date, to exercise all of said lot owner's right to vote.

3.03. The Corporation and the Hendricks County Drainage Department shall have the sole and exclusive right to establish grades and slopes on all lots in said subdivision and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Corporation and the Hendricks County Drainage Department.

3.04. In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted, the Corporation, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said subdivision as a whole.

3.05. All plans and specifications submitted to the Corporation for consideration must be prepared by a registered architect or civil engineer, or by an experienced draftsman in form generally used by architects and engineers, except that proposals for exterior changes that generally would be made without the need for detailed plans and specifications, such as repainting a building with a different color plan or replacing a mailbox and post may be made without the submission of professionally prepared plans and specifications provided, however, that the Corporation reserves the right to require the proposer to provide the opinion of a professional architect, surveyor or engineer in support of any proposal before giving its approval.

3.06. The corporate approval or disapproval as required in these Covenants shall be in writing, and any determination made by the Corporation in good faith shall be binding on all parties in interest. If

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the Corporation shall fail to approve or disapprove, or request additional information with respect to any proposed plans and specifications within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said Corporation.

3.07. Notwithstanding compliance with the foregoing minimum living area requirements, the Hendricks County Planning and Building Department shall not issue an Improvement Location permit for any dwelling upon any lot in this development.

3.08. The Corporation, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the Corporation or their successors and assigns determine to be in violation of these restrictions, to enter the property upon which violation is deemed by it to be in violation hereof, and said Corporation or their successors and assigns shall not by reason thereof be guilty in any manner of trespass for such entry, abatement or removal, or liable for damages by reason thereof, to any person whomsoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof. If, in the opinion of the Corporation, by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship, the Corporation and appropriate board of zoning appeals may permit a variation which will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable subdivision.

3.09. Park Place Subdivision may contain certain open space lying within the plat and certain landscaped areas lying within the adjacent public rights-of-way. In addition, landscape easement areas may be imposed on a portion of certain lots. The Corporation shall have the right to enter onto such open space, public rights-of-way and landscape easement areas from time to time as it deems necessary for purposes of maintaining all open space, landscaped areas and landscape easement areas described above which are located in Park Place Subdivision and may participate in the reasonable and proper maintenance of all other open spaces, landscaped areas, landscape easement areas, entry signage, the earthen berm and privacy fence surrounding the commercial property on the west and north property lines located in Park Place Subdivision. In addition, the Corporation shall provide weekly trash collection service if same is not provided by the municipality and, upon the approval of a majority of the lot owners in Park Place Subdivision may provide other services such as snow removal if they are not adequately provided by the appropriate municipal government.

The plat drawing of Park Place Subdivision contains areas marked D. U. & E., U. & D.E., N. A. E. Common Area and Lake (Drainage Utility Easement, Utility & Drainage Easement, Non Access Easement and Common Area). The Corporation and Hendricks County shall have the right to enter onto any D. U. & E., U. & D. E., N. A. E., Common Area and Lake as it deems necessary or desirable for the purpose of maintaining same or otherwise clearing

obstructions that impede or might impede the designed flow of storm water across such areas.

In order to provide the funds necessary to pay for the services, BOOK 142 PAGE 726
rights and obligations contained in these Restrictions and Covenants, the Corporation shall have the right to levy, assess and collect annual assessments in an amount not to exceed One Hundred Dollars (\$100.00) per year from each and every lot owner in Park Place Subdivision, and such maximum limit of One Hundred Dollars (\$100.00) per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics. In addition to such annual assessments, the Corporation may levy, assess and collect from each and every lot owner in Park Place Subdivision such special assessments as may be approved by not less than Seventy-Five percent (75%) of the lot owners in Park Place Subdivision.

All annual and special assessments shall become a lien on each lot. In the event any amount so assessed is not paid when due and remains in arrears for more than Sixty (60) days, the Corporation may cause to be filed with the Hendricks County Recorder, a Notice of Lien describing the lot and the amount required for a Notice of Lien against real estate. In addition, the Corporation may assess interest on the delinquent annuum, and may further charge all of its costs of collection and attorneys' fees. The sale or transfer of any lot shall not affect the assessment lien which shall remain in full force and effect. The lien assessment shall be subordinate to the lien of any first mortgage.

Notwithstanding the foregoing, the Corporation shall not make any assessments prior to the Applicable Date defined in Section 3.02; provided, however, prior to the Applicable Date, the Developer may waive its rights in Section 3.02 to continue to control the Corporation in which case the foregoing prohibition of assessment shall terminate.

3.10. The Corporation has the power to expend its money on the reasonable care and proper maintenance of the Common Open Space, landscaped areas and "easement areas", including drainage, utility and sewer easement areas in any section of the Park Place Subdivision and such other community services approved by a majority of the lot owners in Park Place Subdivision. The Corporation herein established shall act as the Homeowners Association of the Park Place Subdivision for purposes of establishing a budget for the maintenance of Common Area, landscaped areas, privacy fence and "easement areas" and the provision of other approved services as described above, and divide the cost of same among the lot owners in Park Place Subdivision.

3.11. Any and all of the rights, powers, duties and obligations which, in this instrument are assumed by, reserved to or given to the Corporation may be assigned or transferred to any one or more corporations or associations which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded and such assignee or transferee shall thereupon have the

same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said Corporation. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns of said Corporation, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said Corporation. The right of assignment hereby reserved to the Corporation is so reserved to the end that the rights, powers, duties and obligations reserved or given to it may be assigned to an association or corporation formed by the owners of lots in said subdivision or in said subdivision together with contiguous subdivisions, for the purpose of accepting said assignment; and such assignment may be made at such time as the Corporation may determine. Whenever in this instrument reference shall be deemed to include the successors and assigns of said Corporation.

ARTICLE 4. Other Conditions

4.01. These covenants and restrictions shall be taken to be real covenants running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in said subdivision, and their heirs, executors, administrative successors and assigns until January 1 20 14, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless by appropriate instrument and writing, and consenting to their termination in whole or in part, shall be filed for record, executed and acknowledged by the owners of not less than a majority of the lots.

4.02. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be sufficient reason for any other person or persons owning any lot in said subdivision to initiate proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and to prevent him or them from so doing, or to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

4.03. All transfers and conveyances of each and every lot of said subdivision shall be made subject to these Covenants and Restrictions.

4.04. It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

4.05. All costs of litigation and attorney's fees resulting from violation of these Covenants shall be the financial responsibility of the lot owner or owners found to be in violation.

4.06. Developer hereby reserves the right, from time to time and at any time, to annex any portion of the adjacent real estate into Park Place Subdivision. As of the date on which Developer annexes any portion of adjacent real estate into the subdivision (the "Annexed Real Estate"), the Annexed Real Estate shall be deemed to be (for all purposes) included within Park Place Subdivision; all references in these Covenants and Restrictions or in the Declaration to the "subdivision" or to "Park Place Subdivision" shall be deemed to include the Annexed Real Estate; all

references in these Covenants and Restrictions to "lots" shall be deemed to include all lots within the Annexed Real Estate and all easements created by these Covenants and Restrictions shall bind, benefit, burden and run with the Annexed Real Estate. As of the date on which Developer annexes any portion of the Adjacent Real Estate into the subdivision, the owners of the Annexed Real Estate into the subdivision, the owners of the Annexed Real Estate shall be deemed to be (for all purposes) owners of lots within the Park Place Subdivision; and all easements created herein shall bind, benefit and burden the owners of lots within the Annexed Real Estate and the mortgages, grantees, heirs, assigns and successors of such owners, as provided herein.

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Developer hereby reserves the right, from time to time and at any time, to modify, supplement or amend these easements, Covenants and Restrictions, without the consent of any lot owner or party in interest, if Developer records the modification in the Office of the Recorder of Hendricks County, Indiana, and the modification is for any one or more of the following purposes: (i) to extend the provisions of these easements, Covenants and Restrictions to bind and benefit the Annexed Real Estate; (ii) to clarify one (1) or more covenants, conditions, terms or provisions of these Covenants and Restrictions, without materially changing the substance of such covenant, condition, term or provision; (iii) to clarify, further define or limit any easement, or otherwise exercise any more covenants, conditions, terms or provisions hereof but (A) does not materially increase the obligation(s) of any lot owner under any covenant, condition, term or provision without such lot owner's consent or (B) is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction, or to comply with any governmental agency backed financing program. All other amendments shall require the consent of the majority of all lot owners.

4.07. Any homeowner's association formed for the purpose of maintaining and caring for all open space, landscaped areas and easement areas in any section of Park Place Subdivision and otherwise to protect the interests of the owners of lots in any section of Park Place Subdivision, shall include in its membership the owners of all lots in Park Place Subdivision and subject each of them to this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, THE SAID MELODY COMMUNITIES, INC., an Indiana Corporation, has caused this instrument to be executed by its respective duly authorized representative this 9th day of August, 1994.

PARK PLACE ASSOCIATES, INC.

BY: E. Thomas Stafford
E. THOMAS STAFFORD, V.P.

MELODY COMMUNITIES, INC.

BY: E. Thomas Stafford
E. THOMAS STAFFORD, PRESIDENT

BY: Cindy J. Hoskinson
CINDY J. HOSKINSON

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State personally appeared E. THOMAS STAFFORD & CINDY J. HOSKINSON, who acknowledged the execution of the foregoing instrument to be their voluntary act and free will.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 9th day of August, 1994.

My Commission Expires:

5-7-96

Kimberly J. Hayes
Notary Public
Kimberly J. Hayes

County of Residence: Johnson

970000387
Filed for Record in
HENDRICKS COUNTY IN
JOY BRADLEY
On 01-08-1997 At 12:13 pm.
COV 57.00
Vol. 158 Pg. 441 - 465

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PARK PLACE SECTION TWO**

THIS DECLARATION, made on the 7th day of January, 1997, by *CROSSMANN COMMUNITIES PARTNERSHIP, an Indiana general partnership*, ("Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate, located in Hendricks County, Indiana, which is more particularly described in Exhibit "A" (hereafter "Property") attached hereto and by this reference, made a part hereof, upon which Declarant intends to develop a residential subdivision known as Park Place, Section Two.

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

ARTICLE I

Name

The subdivision of the Property created by this Declaration shall be known and designated as Park Place, Section Two, a subdivision located in Hendricks County, Indiana.

ARTICLE II

Definitions

The following terms, when used throughout this Declaration, shall have the following meanings and definitions:

Section 2.1 "Articles" means the Articles of Incorporation of the Association (as hereinafter defined) filed, or to be filed, with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 2.2 "Association" means the *PARK PLACE SECTION TWO HOMEOWNERS ASSOCIATION, INC.*, a non-profit corporation, its successors and assigns.

Section 2.3 "Board of Directors" means the Board of Directors of the Association.

Section 2.4 "Builder" means a person or entity engaged in and responsible for the original construction of a residence on a Lot.

Section 2.5 "Common Area" means: (1) those portions of the Property, including improvements thereto, facilities and personal property owned, to-be-owned, leased or to-be-leased by the Association from time to time for the common use, benefit and enjoyment of the Owners (as hereinafter defined), (2) Lake Area, if any, as defined below, and (3) items (if any) deemed Common Area for maintenance purposes only. Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all portions of the Property designated on the Plat (as hereafter defined) as a "Block", "Common Area", "C.A.", or such other areas within the Property that are not otherwise identified on the Plat (as hereafter defined) as a lot or street. The Common Area to be conveyed to the Association at the time of conveyance of the first Lot to an Owner is described in the Plat (as hereinafter defined).

Section 2.6 "Common Expenses" shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of all Common Area, and all sums lawfully assessed against the Owners by the Association, and all sums, costs and expenses declared by this Declaration to be Common Expenses.

Section 2.7 "Declarant" means the *CROSSMANN COMMUNITIES PARTNERSHIP, an Indiana general partnership* and its successors and assigns.

Section 2.8 "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot or any other portion of the Property. The Development Period shall recommence each time the Declarant acquires any part (or all) of the Additional Property.

Section 2.9 "Dwelling Unit" means any single-family residence situated upon a Lot (as hereafter defined).

Section 2.10 "Lake Area(s)" means any Common Area on which a lake now exists or is later constructed by Declarant and "Lake" means a body of water which now exists or is later constructed by Declarant in a Lake Area.

Section 2.11 "Lot" or "Lots" means, as the context requires, any parcel or parcels of land designated as such upon the Plat (as hereinafter defined) or, after construction, that parcel of land upon which there is constructed a Dwelling Unit that is conveyed to an Owner (as hereinafter defined) by the Declarant. Subject to any necessary approval of the appropriate governmental authority, a "Lot" may contain portions of real estate greater or less than its originally platted dimensions should the Declarant deem it advisable in order to accommodate the construction of a Dwelling Unit.

Section 2.12. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant.

Section 2.13 "Plat" means the subdivision plats of the Property, which are recorded with the Recorder of Hendricks County, Indiana, as the same may be hereafter amended or supplemented pursuant to this Declaration.

ARTICLE III

Property Rights, Easements and Encroachments

Section 3.1 Owners' Easements of Enjoyment of Common Area. Every Owner shall have a nonexclusive right and easement of enjoyment, in common with all Owners, in and to any Common Area, which nonexclusive right and easement or enjoyment shall be appurtenant to and shall pass with title to every Lot (in the form of a right to membership in the Association), subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities, if any, situated upon the Common Area owned by the Association;

(b) The right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, by any Owner (i) for any period during which any assessment remains unpaid and (ii) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to promulgate reasonable rules and regulations governing the use of the Common Area owned by the Association including, without limitation, parking, swimming, boating, fishing, (including the denial thereof of any such rights) and upon improvements, additions or alterations to the Lots and the Common Area owned by the Association;

(d) The rights of Declarant as provided in this Declaration, as the same may be amended from time to time;

(e) The right of the Association to mortgage any or all of the Common Area owned by the Association, upon the approval of two-thirds (2/3) of the membership of each class of members of the Association;

(f) The easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area owned by the Association for the benefit of its members;

(g) The right of the Association to dedicate or transfer all or any part of the Common Area owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members or otherwise allowed pursuant to this Declaration, as amended. No such dedication or transfer, except as allowed pursuant to this Declaration, shall be effective unless there is recorded an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the membership of each class of members of the Association; and

(h) All other rights, obligations and duties as set forth in this Declaration, as the same may be from time to time amended or supplemented.

Section 3.2 Delegation of Use. In accordance with the By-Laws and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, and subject to the rights of others as set forth in this Declaration, any owner may assign his or her right of enjoyment of the Common Area owned by the Association, to family members, guests, tenants or contract purchasers who reside on the Lot.

Section 3.3 Certain Obligations and Access Rights to the Common Area.

(a) Except as otherwise set forth in this Declaration, the Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners as provided herein, of the Common Area owned by the Association and for the maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair.

(b) The Association shall have and is hereby granted a general right of access and easement to all of the Common Area owned by the Association and across the Lots, at reasonable times and at any time in case of emergency, as reasonably required by its officers, directors, employees and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration. The easements and rights specified herein also are reserved for the benefit of Declarant so long as Declarant owns any portion of the Property and for so long as Declarant may be liable under any builder's warranty.

Section 3.4 General Drainage, Utility, Sewer and Other Development Easement - The following rights reserved in this Section shall not be exercised, after the conveyance of any Lot, in a manner that (i) unreasonably and adversely affects any Dwelling Unit or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section shall run with the land, and Declarant's right to further alter or grant

easements shall automatically terminate and pass to the Association one (1) year after Declarant shall have conveyed the last Lot within the Property.

(a) Declarant hereby reserves unto itself during the Development Period, and thereafter unto any public or private utility, a general easement ("Drainage, Utility and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area and any Lot, so as to permit Declarant to properly install and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sewer, television (including but not limited to cable and/or satellite) transmission facilities, security systems and other utility services (including all necessary lines, pipes, wires, cables, ducts, antennae and other equipment and facilities) to serve any Dwelling Unit constructed on the Property. Any Drainage, Utility, Sewer and other Development Easement shall include all areas of the Property outside any Dwelling Units, with the exception of any areas covered by chimneys, or patios. Improvements or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair or remove any necessary facilities. By virtue hereof, Declarant reserves the right to install a lake(s) or pond(s) on any Common Area. The rights hereunder and easements hereby reserved survive the conveyance, by the Declarant to the Association, of any Common Area. This easement shall be in addition to any easement defined upon a Plat as a drainage, sewer, utility, cable, landscape, sign, transmission, flowage or similar type easement.

(b) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement ("Lake Easement") and right-of-way in and to any Lake Area (s) or areas now or hereafter shown on the Plat as a "Block", "Common Area", or "Lake" or any other Common Area within the Property used as a water retention or detention area, or on which a Lake now exists or is later constructed, for the purpose of fulfilling any maintenance obligations set forth in this Declaration and/or establishing and maintaining proper surface water drainage throughout the Property, and an easement of ingress and egress through so much of the remainder of the Property as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, which such actions shall include the construction, repair and maintenance of retention and detention ponds or lakes in accordance with the requirements of applicable law and of all governmental agencies having jurisdiction (without undertaking any obligation or duty to exceed such requirements).

(c) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the right and an undefined sign and facilities easement ("Sign and Facilities Easement") to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs advertising the Property or the Lots therein, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property (except upon any Lot after the first conveyance thereof). Any such signs shall comply with any applicable zoning requirements and all such facilities shall be maintained by the Association as a part of its Common Area maintenance obligations.

(d) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title and authority to:

(i) Relocate, alter or otherwise change the location of any Drainage, Flowage, Utility, Sewer and Lake, Sign and Facilities Easement, or any facility at any time located therein or thereon;

(ii) Grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress and egress, utility and similar purposes on or within any portion of the Property, for the benefit of the Property or any portion thereof; and,

(iii) Describe more specifically or to change the description of any Drainage, Flowage, Utility, Sewer, Lake, Sign and Facilities Easement or any other easement, license or right-of-way now or hereafter existing on the Property, by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Hendricks County, Indiana.

(e) The title of the Association (as to the Common Area owned by the Association during the Development Period) and of any Owner of any Lot shall be subject to the rights and easements reserved herein.

Section 3.5 Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars and ambulances and emergency personnel, public and private, over and upon the Common Area.

Section 3.6 Fee Title to Lot. The fee title to any Lot described as bounded by any street, lane, walkway, park, pond, lake, or any other common property which has not been dedicated or accepted by the public and the fee title to any Lot shown on any recorded plat of Park Place Section Two as abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to the grantor to be conveyed to the **PARK PLACE SECTION TWO** for the common enjoyment of all residents in Park Place.

Section 3.7 Designated Drainage, Utility, and Sewer Easements. There are strips of ground designated on the Plat as drainage easements, utility easements, sewer easements, sanitary sewer easements and storm sewer easements, or any combination thereof, which are hereby reserved to the appropriate governmental entities, public utilities, and private utilities for the installation and maintenance of swales, ditches, pipes, drains, sanitary sewers, manholes, detention and retention areas or other drainage facilities. Purchasers of Lots in this subdivision shall take title subject to such easements hereby created and subject at all times to the rights of proper authorities to service and maintain such drainage facilities and easements, and no permanent structure of any kind and no part thereof except fences which do not retard or impede the flow of drainage water and which are approved pursuant to Section 6.2 below, shall be built, erected or maintained on said drainage easements. It shall be the responsibility of the Association

and the Owners of the areas enclosed within such easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the Owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper governmental agency or department or any private or public utility. All proper governmental agencies or departments and public and private utilities are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the applicable Plat by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat issued by those agencies. Failure to so comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage.

Further, there are easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of other land contained within the Plat, upstream and downstream. It shall be the responsibility of the Association and the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

Section 3.8 Designated Mounding, Landscaping, and Screening and Sign Easements.

Any strips of ground shown or designated on the Plat for (i) mounding easements, (ii) landscape or landscape maintenance easements, and/or (iii) sign easements, are hereby reserved for such (i) mounding easements, (ii) landscape easements and/or landscape maintenance easements and/or (iii) sign easements. Declarant hereby reserves unto itself during the Development Period, and, thereafter, unto the Association, any such easements for the purposes of (i) providing signs which either advertise the Property and the availability of Lots or identify the Property or, (ii) installing landscaping, mounding, and screening. Declarant reserves unto itself during the Development Period and thereafter unto the Association, the exclusive and sole right to erect signs and install landscaping, mounding, and screening within these strips of ground shown on the Plat as landscaping, mounding, and sign easements. Notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences or other improvements shall be erected or maintained in the area of such easements, except by the Declarant during the Development Period. Furthermore, notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences, structures, or other improvements shall be erected between (i) any landscape easement or landscape maintenance easement, and (ii) any perimeter roadway, public highway or right-of-way along the perimeter or boundary of the Property, except by the Declarant.

Section 3.9 Street Dedication. All streets now or hereafter located upon the Property are hereby dedicated to the public.

Section 3.10 Easement Work. Notwithstanding any architectural approval under Section 6.2 below, during the course of any maintenance, service, repair or work upon any easement, the Declarant, the Association, any private utility, any public utility, and/or any governmental entity shall have the right and the authority, without any obligation or liability whatsoever planted, to any owner, to remove, damage, or destroy any fence or other structure or landscaping built, erected, maintained or planted in any easement described in Section 3.7 and Section 3.8 above.

Section 3.11 Non-Access Easements. There are strips of ground shown or designated on the plat as Non-Access Easements or N.A.E.'s. No vehicles shall travel on, over, or across any such Non-Access Easement, nor shall there be constructed on, over, or access any such Non-Access Easement any driveway or other means of ingress or egress. Declarant hereby reserves unto itself during the Development Period, and, thereafter, unto the Association, an easement on, over and across all such Non-Access Easements for the purposes of (i) providing signs which either advertise the Property and the availability of Lots or identify the Property or, (ii) installing landscaping, mounding, and screening.

ARTICLE IV

Association Membership, Voting Rights Board of Directors and Professional Management

Section 4.1 Membership. Initially, the person(s) who serve as incorporator(s) of the Association shall be the member(s) (the "Initial Member(s)"). The Initial Member(s) shall remain member(s) of the Association until the Association Articles of Incorporation are accepted by the Indiana Secretary of State, at which time the Initial Member(s) shall cease to be member(s) unless they also qualify as Class A or Class B members. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Apart from the Initial Member(s), a membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 4.2 Classes of Membership and Voting Rights. The Association shall have the following two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned. For purposes of this calculation, it shall be assumed that Declarant owns all Lots, which number shall be reduced as Lots are conveyed by the Declarant to an Owner. The Class B membership shall cease and be

converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) when the total number of votes outstanding in the Class A membership is equal to the total number of votes outstanding in the Class B membership; or, (b) December 31, 2001.

Section 4.3 Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association.

Section 4.4 Professional Management. No contract or agreement for professional management of the Association, nor any other contract between Declarant 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 and without payment of any termination fee upon written notice of ninety (90) days or less.

ARTICLE V

Covenant for Maintenance Assessments

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot now or hereafter owned by it within the Property, hereby covenants, and each Owner of any 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:

- (a) Regular Yearly Assessments (for maintenance, repairs and ordinary operating expenses, including Common Expenses); and
- (b) Special Assessments for capital improvements and operating deficits and for special maintenance or repairs as provided in this Declaration.

Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with prejudgment interest at eight percent (8%) per annum, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 5.2 Purpose of Regular Yearly Assessments. The Regular Yearly Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the recreation, health, safety and welfare of

the residents in the Property, for the improvement, maintenance and repair of the Common Area, for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. As and if necessary, a portion of the Regular Yearly Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Area, and other capital improvements which the Association is required to maintain.

Section 5.3 Maximum Regular Yearly Assessments.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Regular Yearly Assessment on any Lot shall be \$50.00 per Lot per year.

(b) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year not more than 10% above the maximum Regular Yearly Assessment for the previous year, without a vote of the membership.

(c) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year by more than 10% above the maximum Regular Yearly Assessment for the previous year, with the approval of two-thirds (2/3) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

(d) The Board of Directors from time to time may fix the Regular Yearly Assessment, without any vote of the membership, at any amount not in excess of the maximum.

Section 5.4 Special Assessments for Capital Improvements and Operating Deficits. In addition to the Regular Yearly Assessments authorized above, the Association may levy a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of two-thirds (2/3) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

Section 5.5 Quorum. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total number of votes entitled to be cast (Class A and Class B votes combined) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.6 Uniform Rate of Assessment. Regular Yearly Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all Lots, except that Declarant and any individual or entity purchasing a Lot or Lots solely for the purpose of construction of a for-sale Dwelling Unit thereon (a "Builder") shall pay only twenty-five percent (25%) of the Regular Yearly Assessments and Special Assessments so long as any Dwelling Unit constructed upon a Lot by Declarant or Builder has not been conveyed to an Owner intending to occupy or rent said Dwelling Unit as a residence or leased to an individual or entity for use as a residence.

Section 5.7 Date of Commencement of Yearly Assessments; Due Dates. The Regular Yearly Assessment provided for herein shall commence as to each Lot within a recorded Plat the first day of the first month following conveyance of the Common Area within such Plat to the Association, or if there is no Common Area, the first day of the first month following the recording of such Plat. The Board of Directors shall fix any increase in the amount of the yearly assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Yearly Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection period (i.e., annual, monthly, lump-sum or otherwise) for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 5.8 Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established therefor pursuant to this Declaration, then the entire unpaid assessment (together with interest thereon, costs and attorneys' fees as provided in this Declaration) shall become delinquent and shall constitute a continuing lien on the Lot to which such assessment relates, binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall not pass to such Owner's successors in title unless expressly assumed by them. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. In such event, there shall be added to the amount of such assessment the costs and attorney's fees of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorneys' fees to be fixed by the court. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area owned by the Association or abandonment of his Lot.

Section 5.9 Subordination of the Lien to Mortgages: Sale or Transfer. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; and, except as hereinabove provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from the Association, issued pursuant to this Declaration, as to whether or not such assessments have been paid.

ARTICLE VI

Use, Restrictions, and Architectural Control

Section 6.1 Lot Use and Conveyance. All Lots shall be used exclusively for single family detached residential purposes, except that Declarant, during the Development Period, reserves (a) the rights provided in this Declaration respecting the Property generally, and (b) the right to subdivide, dedicate or otherwise convey or designate all or any portion of any one or more Lots which it may own from time to time for recreational or other common uses and benefit of all Owners and other members of the Association. Any Lot or portion thereof so designated for common use shall become part of the Common Area owned by the Association, and reasonable rules and regulations shall be promulgated and enforced with respect thereto so that the use and enjoyment of adjacent Lots by the Owners thereof shall not be unreasonably disturbed. Except as provided in the Declaration, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions and restrictions contained herein.

Section 6.2 Architectural Control. No building, outbuilding, mailbox, fence, satellite dish, wall or other structure, except original construction of Dwelling Units by or on behalf of the Declarant, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein, other than by the Declarant, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, until the end of the Development Period, and thereafter by the Board of Directors of the Association. After the Development Period, the Board of Directors may appoint three (3) or more representatives to an Architectural Committee. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval therefor as above provided. However, there shall be no such approval of the planting of hedges, walls, fences, structures and/or other improvements prohibited under Section 3.8 above, and any such approval

shall be null and void. In the event that written approval is not received as required hereunder within thirty (30) days after complete plans and specifications have been submitted, approval will not be required and this Section will be deemed to be fully complied with.

Section 6.3 Leasing. Any Lot may be leased by its Owner.

Section 6.4 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Property, on any Lot, or in any Dwelling Unit, except that no more than a total of two (2) dogs, cats, or other normal household pets may be kept in residences subject to rules and regulations adopted by the Association through its Board of Directors, provided that such pets are not kept, bred, or maintained for any commercial purpose.

Section 6.5 Outside Storage. All clotheslines, equipment, garbage cans, service yards, woodpiles or storage piles shall be kept from view of neighboring homes and streets. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. Trash must be stored in enclosed containers.

Section 6.6 Setback Lines. Front Building lines are hereby established as shown on the Plat. Between such Front Building lines and the right-of-way lines there shall be erected, placed or altered no structure or part thereof, except fences in keeping with architectural style as specifically approved by the Declarant until the end of the Development Period, and thereafter by the Association Board of Directors or Architectural Review Committee; provided, however, except that in no case will such fences be permitted on the public right-of-way. The building lines which are from public right-of-way lines are parallel to and measured perpendicularly from these public right-of-way lines.

Section 6.7 Side Setbacks. The minimum side yard and minimum rear yard requirements shall be those established by the applicable zoning and subdivision control ordinances.

Section 6.8 Temporary Structures and Outbuildings. No structure of a temporary character, tent, shack, basement, garage, barn or other out-building shall be erected, placed, or altered upon any Lot for use as a residence either temporarily or permanently, or at any time be used for such purpose.

Section 6.9 Motor Vehicle Repair. The repair of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any Lot unless entirely within a garage permitted to be constructed per the terms of the Declaration.

Section 6.10 Nuisances. No noxious or offensive activities shall be carried on or be permitted to exist on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance. Any structure or building permitted to be constructed on any Lot by this Declaration, which may be all or in part destroyed by fire, wind, storm or any other reason, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris

accumulated in connection therewith shall be removed within a reasonable time after any such occurrence.

Section 6.11 Permitted Uses. No use shall be made of any Lot except as permitted by the applicable zoning and subdivision control ordinances under which this Property is developed.

Section 6.12 Drains. No house footing drain or roof water drain shall be discharged into the sanitary sewers.

Section 6.13 Number of Dwelling Units. The number of Dwelling Units shall not exceed the number of Lots within the Property.

Section 6.14 Residential Use. Lots may be used only for residential purposes and only for one single-family dwelling, a private garage, and other such outbuildings as are usual and incidental to the use of a residential lot. All lots in this subdivision shall be designated as residential Lots, and no home shall exceed two and one half (2-1/2) stories or thirty-five (35) feet in height.

Section 6.15 Size. Subject to any further restrictions imposed by any recorded commitment, every single-family dwelling erected, placed, altered or maintained on any Lot within shall have a minimum living area, exclusive of open porches, unfinished basements and attached garages, of not less than what is required by the applicable zoning and subdivision control ordinances.

Section 6.16 Unsightly Growth. In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Property, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant or the Association to cut weeds or clear the refuse from the Property at the expense of the Owner, and there shall be a lien against said Property for the expense thereof, which lien shall be due and payable immediately. If such lien is not promptly paid, the Association or the Declarant may file suit and recover such amount together with reasonable attorneys fees and costs of collection.

Section 6.17 Site Visibility. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and nine (9) 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 twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sightline 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 lines. No fences shall be permitted to be constructed between the front set back line and the street curb.

Section 6.18: Semi-tractor trucks, trailers, etc. No semi-tractor trucks, semi-trucks, semi-tractor trailers, boats, campers, mobile homes, disabled vehicles, and/or trailers shall be permitted to park on the Property or a Lot unless fully enclosed in a garage, or unless the same is necessary and incident to the Declarant's, builder's or Association's business on the Property.

Section 6.19: Sign Limitations. No sign of any kind, other than those installed by Declarant, the Association, or a Builder, may be displayed to public view on any Lot, except that one sign with an area of not more than six (6) feet may be displayed with the purpose of advertising the Lot for sale.

Section 6.20: Lakes, Lake Area(s). Except as otherwise provided, no individual using a Lake, if any, has the right to cross another Lot or trespass upon shoreline not within a Common Area owned by the Association, subject to the rights of the Declarant, the Association, their employees, heirs, successors and assigns as set forth in the Declaration. No one shall do or permit any action or activity which could result in pollution of any Lake, diversion of water, elevation of any Lake level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper Lake management except as provided in the Declaration. A Lake may not be used for swimming, ice skating, boating, or for any other purpose, except for drainage of the Property, unless expressly and specifically approved by the Board of Directors in writing and allowed by law. Lakes and Lake Areas may or may not exist on the Property, and the reference throughout this Declaration to Lakes and Lake Areas is made in order to address Lakes and Lake Areas, if any, which now exist or are later constructed upon the Property. The installation on the Property of any Lake or Lake Area shall be within the sole discretion of the Declarant, and under no circumstances shall the Declarant be required or obligated to install any Lake or Lake Area. Only the Declarant and the Association shall have the right to store items or develop recreational facilities upon any Common Area owned by the Association adjacent to a Lake.

Section 6.21: Rules and Regulations. The Board of Directors from time to time may promulgate further rules and regulations concerning the use of Lots and the Common Area owned by the Association. A majority of those Owners voting at a meeting called for the purpose may rescind or modify any rule or regulation adopted by the Board of Directors. Copies of all rules and regulations shall be furnished by the Board to all Owners, at the Owner's last known address, prior to the time when the same shall become effective. The Association shall have current copies of the Declaration, Articles and By-Laws, and other rules concerning the Property as well as its own books, records and financial statements available for inspection by Dwelling Unit Owners or by holders, insurers and guarantors of first mortgages, that are secured by Dwelling Units in the Property. These documents shall be available during normal business hours or under other reasonable circumstances.

Section 6.22: Development and Sale Period. Nothing contained in this Article 6 shall be construed or interpreted to restrict the activities of Declarant or a Builder in connection with the development of the Property and sale of Lots. During the Development Period, Declarant or a Builder shall be entitled to engage in such activities and to construct, install, erect and maintain

such facilities, upon any portion of the Property at any time owned or leased by Declarant or a Builder, as in the sole opinion of Declarant or a Builder may be reasonably required, or convenient or incidental to, the development of the Property and sale of the lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

Section 6.23 Outside Use of Lots. Except in an individual patio area appurtenant to a Dwelling Unit, no planting or gardening shall be done, and no fences, hedges, walls or other improvements shall be erected or maintained upon the Property except such as installed in accordance with the initial construction of the buildings located thereon or as approved by the Board of Directors. Above ground swimming pools are prohibited on the Property.

ARTICLE VII

Maintenance, Repairs and Replacements

Section 7.1 By Owners. Except as specifically provided in this Declaration, each Owner shall furnish and be responsible for the maintenance of all portions of his Lot. All fixtures and equipment installed within or as part of the Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Lot upon which said Dwelling Unit is located, shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his Lot and Dwelling Unit which, if neglected, might adversely affect any other Lot or Dwelling Unit or any part of the Common Area owned by the Association. Such maintenance and repairs include, but are not limited to, all exterior surface, siding, roof, gutters, internal water lines, plumbing, electric lines gas lines, appliances, and all other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to his Dwelling Unit or Lot.

Section 7.2 Common Properties and Lawns by the Association.

(a) The Association, as part of its duties, and as part of the Common Expenses, shall provide for:

(i) Maintenance of the Common Area. Maintenance of the Common Area shall include, but shall not be limited to, fertilizing, treating any Lakes, mowing and replanting when necessary of the grass and trees and maintenance of any other improvement within the Common Area.

(ii) Maintenance of the Entry Signs and perimeter landscaping installed by the Declarant.

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only) as it deems necessary.

(b) Notwithstanding any obligation or duty of the Association to repair or maintain any of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only), if, due to the willful, intentional or negligent acts or omissions of an Owner or a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Area owned by the Association (or any items deemed as such for purposes of maintenance only), or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Lot is subject.

(c) The authorized representatives of the Association, the Board of Directors and the Managing Agent for the Association (if any) are hereby granted an easement for access upon and to any Lot as may be required in connection with maintenance only, repairs or replacements of or to the Common Area owned by the Association or any items deemed as Common Area for purposes of maintenance only, including, but not limited to, access to any easements reserved by any Plat of any portion of the Property for such purposes.

ARTICLE VIII

Insurance

Section 8.1 Liability Insurance. The Association shall purchase a master comprehensive general liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive general liability insurance policy shall cover the Association, its Board of Directors, any committee or organ of the Association or Board of Directors, all persons acting or who may come to act as agents, or employees of any of the foregoing with respect to the Association. It shall also cover all Common Area owned by the Associations, public ways and any other areas under the Association's control or supervision. The premiums for all such liability policies shall be a Common Expense.

Section 8.2 Fidelity Bonds. The Association shall have blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The Association bonds shall name the Association as the obligee and the premium shall be paid as a Common Expense by the Association. Any management agent that handles funds for the Association shall be covered by its own fidelity bond, which must provide the same coverage required of the Association. The

Association shall be named as an additional obligee in the management agent's bond. The fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. In addition, the fidelity bond coverage must at least equal one (1) years' assessments on all Dwelling Units in the Property, plus the Association's reserve funds. If available, the fidelity bonds must include a provision that calls for ten (10) days' written notice to the Association or insurance trustee before the bond can be canceled or substantially modified for any reason.

Section 8.3 Miscellaneous Insurance Provisions. The Association shall obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of the Association, its Board of Directors and any managing agent acting on behalf of the Association. The premiums for all such insurance coverage shall be a Common Expense.

Section 8.4 Casualty and Restoration. Damage to or destruction of any Common Area actually owned by the Association due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. The same obligation shall apply to an Owner, and not the Association, for damage or destruction to the Owner's Dwelling Unit. For purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding of the damaged property to as near as possible the same condition as it existed immediately prior to the damage or destruction, with the same or a similar type of architecture.

Section 8.5 Insufficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area actually owned by the Association or any improvements damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a Special Assessment against all Lots for such deficiency.

Section 8.6 Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Property. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against any Owner for committing willful or malicious damage.

ARTICLE IX

Mortgages

Section 9.1 Mortgagee Rights. In addition to any other rights provided elsewhere in this Declaration to mortgagees, any lender or lenders holding a first mortgage or first mortgages upon any Lot or Lots, jointly or singly, may pay any real estate taxes or other taxes or charges which are in default and which may or have become a charge or lien against any Common Area owned by the Association or any other property owned by the Association; and may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any policies for any such property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this Section shall be entitled to immediate reimbursement therefor from the Association along with any costs incurred, including reasonable attorneys' fees.

Section 9.2 Notice to Mortgagees. The Association, upon request, shall provide to any lender holding a first mortgage upon any Lot, a written certificate or notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-Laws or any other applicable documents, which default has not been cured within sixty (60) days. A reasonable charge maybe made by the Association for the issuance of any such certificate or notice; and any such certificate properly executed by an officer of the Association shall be binding upon the Association, as provided in this Declaration.

Section 9.3 Condemnation and Insurance Awards. No provisions of this Declaration, or any amendment thereto, shall give an Owner, or any other party, priority over any rights of the first mortgagee of a Lot pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area property.

Section 9.4 Right of First Refusal. The Association DOES NOT have the "right of first refusal" to purchase any Dwelling Unit. Any right of "right of first refusal" subsequently granted to the Association through amendment of the Declaration, Association Articles, Association By-Laws or any other document governing the development and administration of the Properties must receive the prior written approval of the Federal Housing Administration or Secretary of the Department of Housing and Urban Development. Any "right of first refusal" subsequently added in the Declaration, Association Articles, Association By-Laws or any other document governing the development and administration of the Property must not impair the rights of a first mortgagee to:

(a) Foreclose or take title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgage;

(b) Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or

(c) Sell or lease a unit acquired by the mortgagee.

Section 9.5 Unpaid Dues or Charges. Any first mortgagee who obtains title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgage or through foreclosure, will not be liable for the Dwelling Unit's unpaid dues or charges accrued before the acquisition of the title to the Dwelling Unit by the mortgagee.

ARTICLE X

General Provisions

Section 10.1 Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the Association or any Owner and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 10.2 Severability and Waiver. Invalidation of any one 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. 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 as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.

Section 10.3 Amendment. During the first-twenty (20) years following its recordation, this Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Hendricks County, Indiana, approved and signed by at least ninety percent (90%) of the then Owners, and thereafter by an instrument signed by at least seventy-five percent (75%) of the then Owners. Provided, however, that none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Except as prohibited below, this Declaration may also be amended by Declarant, if it then has any ownership interest in the Property, at any time within four (4) years after the recordation hereof. Any amendment must be recorded. Neither the Association, the Owners or Declarant shall effect any of the following changes without the prior written approval of two-

thirds (2/3) of the first mortgagees of the Lots (based upon one (1) vote for each mortgage owned) and two-thirds (2/3) of the Owners of Lots (excluding Declarant or Builder):

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned directly or indirectly by the Association for the benefit of the Owners of the Dwelling Units. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area owned by the Association by the Dwelling Unit Owners is not a transfer in the meaning of this clause;

(b) Change the method of determining the obligations, assessments, dues or other charges that may be levied per the terms hereof;

(c) By act or omission change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Dwelling Units, the exterior maintenance of Dwelling Units, the maintenance of the Common Area owned by the Association, party walks, common fences and driveways, and the upkeep of lawns and plantings in the Property;

(d) Fail to maintain fire and extended coverage on insurable Common Area owned by the Association on a current replacement cost basis in an amount at least 100 percent of the insurable value (based on current replacement costs);

(e) Use hazard insurance proceeds for losses to any Common Area owned by the Association for other than the repair, replacement, or reconstruction of the Common Area owned by the Association.

(f) Change the voting rights, assessments, assessment liens or subordination of assessment liens, except as provided for in this Declaration;

(g) Change the manner in which reserves for maintenance, repair and replacement of Common Areas have been set up and previously maintained by the Association;

(h) Change the rights to the use of the Common Area owned by the Association, except as provided for in this Declaration;

(i) Change the boundaries of any Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, except as provided for in this Declaration;

(j) Any change concerning convertibility of Dwelling Units into Common Area owned by the Association or vice versa, except as provided for in this Declaration;

(k) Allow for the annexation of additional property;

(l) Any requirements for insurance or fidelity bonds set forth in this Declaration,;

(m) Any change in the manner in which units may be leased except as set forth in this Declaration;

(n) Any imposition of any restriction on a Dwelling Unit Owner's right to sell or transfer his or her Dwelling Unit;

(o) Restoration and repair of the Common Area (after a hazard damage or partial condemnation) in a manner other than specified in the Declaration;

(p) Any action to terminate the legal status of the development after substantial destruction or condemnation occurs;

(q) Any provision that expressly benefits mortgage holders, insurers or guarantors; or

(r) Any termination of legal status of the development for reasons other than substantial destruction or condemnation of the Property.

If an addition or amendment is not considered as a material change, such as the correction of a technical error or the clarification of a statement within the Declaration, Association Articles, Association By-Laws or other constituent documents, there shall be an implied approval to be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after proposal is made. The covenants, restrictions and all other provisions of this Declaration shall run with the land and shall be binding upon the persons owning any portion of the Property and all parties claiming under them for a period of twenty (20) years from the date of recordation, and thereafter shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of such ten-year period this Declaration is amended or changed in whole or in part as hereinabove provided.

Section 10.4 HUD Amendment Approval. All other provisions of the Declaration, Association Articles, Association By-Laws or any other document governing the development and administration of the Property notwithstanding, so long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or Secretary of the Department of Housing and Urban Development:

(a) Annexation of additional properties;

(b) Dedication of Common Area; and

(c) Amendment of the Declaration of Covenants, Conditions and Restrictions.

Section 10.5 Assignment. Declarant may assign or otherwise transfer any and all of its rights as Declarant in whole or in part.

Section 10.6 Condemnation, Destruction or Liquidation. The Association shall be designated to represent the Owners in any proceedings, negotiations, settlements or agreements for the handling of any losses or proceeds from condemnation, destruction or liquidation of all or a part of the Common Area owned by the Association, or from the termination of the development. Each Dwelling Unit Owner, by his acceptance of a deed, appoints the Association as his attorney-in-fact for this purpose. Proceeds from the settlement will be payable to the Association for the benefit of the Dwelling Unit Owners and their mortgage holders. Any distribution of funds in connection with the termination of this development shall be made on a reasonable and an equitable basis.

IN WITNESS WHEREOF, DELUXE HOMES, INC., an Indiana Corporation, general partner, has caused this Declaration to be executed as of the date first written above.

CROSSMANN COMMUNITIES PARTNERSHIP
an Indiana General Partnership

BY: **DELUXE HOMES, INC.**
an Indiana Corporation, general partner

By: 
Richard H. Crosser, President

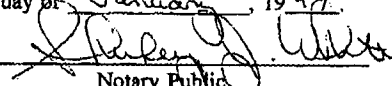
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Richard H. Crosser, and having been duly sworn, acknowledged execution of this Declaration of Covenants, Conditions and Restrictions of Park Place, Section Two, as President of Deluxe Homes, Inc., an Indiana Corporation, a general partner of Crossmann Communities Partnership, an Indiana general partnership.

Witness my hand and Notarial Seal this 17th day of January, 1997.

My Commission Expires:
5-21-97




Notary Public

Residing in Hendricks County

Shirley J. White
Printed Name

Prepared By: Charles D. Frankenberger
NELSON & FRANKENBERGER
3021 East 98th Street
Suite 220
Indianapolis, Indiana 46280
(317) 844-0106

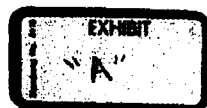
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LAND DESCRIPTION

A part of the East Half of the Southwest Quarter of Section 2, Township 15 North, Range 1 East of the Second Principal Meridian in Hendricks County, Indiana being more particularly described as follows:

Commencing at a drill hole marking the Southeast Corner of said Southwest Quarter Section; thence North 01 degree 01 minutes 31 seconds East along the East line of said Quarter Section a distance of 2883.60 feet to the northeast corner of Park Place, Section One, the plot of which is recorded in Plat Cabinet 2, Sides 166-171, Pages 1 & 2 in the Office of the Recorder of Hendricks County, Indiana, said corner being the POINT OF BEGINNING of this description, (the following three courses being along the north lines of said Park Place, Section One); (1) thence North 88 degree 00 minutes 00 seconds West a distance of 1074.66 feet; (2) thence South 88 degree 43 minutes 07 seconds West a distance of 48.63 feet; (3) thence North 88 degree 00 minutes 00 seconds West a distance of 174.73 feet to a point on the West line of said East Half Quarter Section; thence North 00 degree 58 minutes 29 seconds East along said West line a distance of 588.44 feet to the Northeast Corner of said Half Quarter Section; thence South 89 degree 47 minutes 23 seconds East along the North line of said Half Quarter Section a distance of 1285.08 feet to a stone at the Northeast Corner of said Southwest Quarter Section; thence South 01 degree 01 minutes 31 seconds West along the East line of said Quarter Section a distance of 567.85 feet to the POINT OF BEGINNING. Containing 17.587 acres, more or less.

BOOK 158 PAGE 465



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PARK PLACE SUBDIVISION, SECTION III
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN HENDRICKS COUNTY, INDIANA

The undersigned, STINGRAY DEVELOPMENT CORPORATION, (sometimes referred to herein as "Developer" and/or "Owner"), for and as Developer and Owner, of the real property described in Exhibit "A" attached, to be known as Park Place Subdivision, Section III, and for the benefit of all present and future owners of any lot or lots in, or occupants of Park Place Subdivision, Section III, do hereby impose the within described Covenants, Conditions and Restrictions on the land described in said Exhibit "A".

Article 1. Use Restrictions

All lots in this subdivision and all present and future owners or occupants thereof shall be subject to the following development standards, conditions and restrictions, which shall run with the land:

1.01. The lots located within Park Place Subdivision, Section III, shall be used for detached single family dwellings in accordance with the present zoning of Park Place Subdivision, Section III by Hendricks County and/or the Town of Avon. No lot shall be used for any purpose not presently permitted by the zoning of Hendricks County and/or the Town of Avon without approval of the Park Place Subdivision, Section III, Homeowners Association, a not-for-profit corporation, hereinafter more specifically defined and established, (the "Corporation"). This provision is intended to, and shall prohibit, a change of presently-permitted use by change of zoning without approval of said Corporation.

1.01.a All lots in Park Place Subdivision, Section III, will have a Minimum lot size of 7,800 square feet.

1.02. Single story dwellings shall have a minimum of 1100 square feet of living area exclusive of open porches, garages and other unheated areas. Split level dwellings shall have a minimum of 600 square feet on the ground level floor, but shall have a minimum of 1100 total square feet of living area. Each dwelling shall have an attached one or two car garage. All driveways and vehicle parking areas shall be hard-surfaced. No gravel or stone driveways shall be permitted on any lot.

1.03. All lots in the Park Place Subdivision, Section III, shall have a coach light in the front yard that is powered by a photocell. Each lot shall also have a matching mailbox and post approved by the Corporation.

1.04. No building, basement, swimming pool, tennis court, fence, wall, hedge, or other enclosure, or any utility meter, mailbox, or other structure of any sort shall be erected, placed or maintained on any lot in said subdivision, nor shall any change, addition to or alteration thereof affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type architectural design, quality, use and material of construction thereof, the color scheme, therefore, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Corporation.

1.05. No structure or any part thereof, other than a fence, hedge, wall, or other enclosure that shall first have been approved as provided in paragraph 1.04. above, shall be erected, placed or maintained on any lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plat. No structure of any sort shall be erected, placed or maintained on any lot nearer to any side lot line or rear lot line than is permitted by the appropriate zoning and building requirements of the Town of Avon.

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1.06. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever; provided, however, the foregoing shall not apply to the various sale activities, or the construction and maintenance of buildings, if any, of Owner, its agents or assigns, during the construction and sale period. In addition, no noxious, offensive, or unreasonably disturbing activity shall be carried upon any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in said subdivision.

1.07. No trailer, tent, shack, garage, barn, car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision.

1.08. No clotheslines shall be located on any lot.

1.09. Any truck, motorcycle, boat, bus, tent, car, camper, trailer or other similar housing or recreational device, if stored on any said lot, shall be housed within a garage building.

1.10. No portion of any residential lot, except the interior of the residential dwelling located thereon and appurtenant garage, shall be used for the storage of automobiles, trailers, motorcycles or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or glass, or any reclamation products, parts or materials, except that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the Corporation or its successors and assigns.

1.11. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, fence, hedge, wall or other enclosure that shall first have been approved as provided in paragraph 1.04 above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of Vegetables and grains thereon except upon terms and conditions acceptable to and approved by the Corporation.

1.12. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffered to remain on any part of said premises. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed not less than is needed to maintain the lawn equal to or better in appearance than the surrounding neighborhood in general.

1.13. Television antennas shall be no higher than 5' above the peak of the roof. No towers of any kind including, but not limited to, radio and/or microwave towers, or dish-type antennas, shall be erected, placed or maintained on any lot in said subdivision, except for satellite dishes of a size and with such screening as approved by the Corporation.

1.14. Any tanks for the storage of propane gas or fuel oil or for construction operations shall be located on the ground level.

1.15. No animals, livestock or poultry 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, that they are limited in number so as not to become a nuisance or disturbance to others, and that they are not permitted to run loose.

1.16. No sign or billboard of any kind shall be erected or maintained on any lot except (i) signs approved by the Corporation; and (ii) signs used by Owner or Developer, its successors and/or assignees, to advertise lots in residences for sale during the construction and initial sales period.

1.17. No lot owner shall alter, impair or change any easement without first obtaining the written consents of the Corporation and the lot owner or owners for whose benefit such easement exists.

1.18. All rubbish and debris, combustible and noncombustible, and all garbage shall be stored and maintained in containers entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Corporation or their successors and assigns.

1.19. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any lot, nor shall such premises be otherwise used in any way that may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

1.20. No individual water supply system or sewage disposal system shall be permitted on any lot without prior written approval by the Corporation and Hendricks County and/or the Town of Avon, and, if approved, will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. No geothermal system shall be installed

without prior approval by all applicable agencies. Solar heating systems of any nature must be approved by the Corporation as to design and aesthetic quality prior to construction. Lot owners are hereby advised that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties.

1.21. Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Hendricks County Drainage Board and/or the Town of Avon. Property owners must maintain those swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Hendricks County Drainage Department and/or the Town of Avon. Any property owner altering, changing, or damaging these drainage swales ditches will be held responsible for such action.

1.22. Sidewalks shall be constructed as required by the sidewalk plan approved by the Hendricks County Planning and Building Department and/or the Town of Avon, which construction shall be the responsibility of the lot owner upon whose lot the sidewalk is to be constructed. All sidewalks to be constructed by lot owners shall be completed at such times as the driveway on the lot is constructed. All sidewalks shall be poured concrete, with expansion joints, such construction to be perpetual and continuous along the street frontages and across the driveway of each lot.

1.23. No lot owner shall remove or alter any improvement placed upon the lot by the Developer. This shall include, but not be limited to, fencing either erected or caused to be erected by the Developer, and fencing approved by Developer and existing at the time of the purchase of the lot by the lot owner. This shall also include fencing traversing the rear portion of the south lots of the Subdivision extending from lot 164 and continuing uninterrupted into lot 175. Maintenance of such fencing shall be the responsibility of the lot owner.

ARTICLE 2. Common Area Covenants and Restrictions

2.01. The areas marked D. U. E., U. & D. E., N. A. E., (Drainage Utility Easement, Utility & Drainage Easement, Non Access Easement), Common Area, as shown on the plat drawings of Park Place Subdivision, Section III, are protected areas and may include a storm water detention area designed so as generally to retain water and have the appearance of a lake. Any such storm water detention (lake) area may extend into areas in the Park Place Subdivision, Section III.

2.02. No owner of any lot in Park Place Subdivision, Section III, shall do or permit to be done any action or activity that could result in the pollution of the lake, diversion of water, change in elevation of the water level, earth disturbance resulting in silting or any other conduct that could result in an adverse effect upon water quality, drainage, or proper lake management, or otherwise impair or interfere with the use of the lake for drainage and related purposes for the benefit of Park Place Subdivision, Section III.

2.03. No swimming or motorized boating activity shall be conducted in, on or above said lake area.

2.04. The Corporation may from time to time establish rules regarding the use of the lake and related drainage and utility easement area and the Common Area, provided such rules are not in conflict with the rules contained herein, are reasonably established to protect the safety and welfare of the residents of Park Place Subdivision, Section III, and their guests as well as any other person or property in the vicinity of the lake and the Common Area and related drainage and utility easement areas and/or are established to assure the continued service of the area for the purpose for which it was designed.

2.05. The Corporation or the Hendricks County Drainage Department and/or the Town of Avon, shall have the authority to institute an action for injunction to abate any activity in violation of these plat restrictions and covenants or any rules and regulations regarding the use and maintenance of the lake and the Common Area and related drainage and utility easement areas that have been established pursuant to the provisions hereof, or to seek mandatory relief for the correction of any damage caused to the area, the Common Area, or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs of the action together with reasonable attorneys' fees.

2.06. The Right to Farm Act in and will be a part of these Covenants, Conditions and Restrictions for the Park Place Subdivision, Section III. The Act is a part of the Indiana Code, as follows:

34-1-52-4 Agricultural resources and operations; limitations on nuisance actions; definitions

Sec. 4 (a) The general assembly declares that it is the policy of the state to conserve, protect, and encourage the development of its agricultural land for the production of food and other agricultural products. The general assembly finds that nonagricultural land uses extend into agricultural operations often become the subject of nuisance suits. As a result, agricultural operations are sometimes forced to cease operations, and many persons may be discouraged from making investments in farm improvements. It is the purpose of this action to reduce the loss to the state of its agricultural resources by limiting the circumstances under which agricultural operations may be deemed to be a nuisance.

(b) As used in this section, "agricultural operations" includes any facility used for the production of crops, livestock, poultry, livestock products, poultry products, or horticultural products or for the growing of timber.

(c) As used in this section, "industrial operations" includes any facility used for the manufacture of a product from other products, for the transformation of a material from one (1) form to another, for the mining of a material and related mine activities, or for the storage or disposition of a product or material.

(d) As used in this section, "locality" means the specific area a land upon which the operation is conducted.

(e) For purpose of this section, the continuity of an agricultural or industrial operation shall be considered to have been interrupted when it has been discontinued for more than one (1) year.

(f) No agricultural or industrial operations or any of its appurtenances shall be or become a nuisance, private or public, by any changed conditions in the vicinity or the locality after the agricultural or industrial operations, as the case may be, has been in operation continuously on the locality for more than one (1) year, provided:

- (1) there is no significant change in the hours of operation;
- (2) there is no significant change in the type of operations; and
- (3) the operation would not have been a nuisance at the time the agricultural or industrial operation, as the case may be, began on that locality.

(g) This section does not apply whenever a nuisance results from the negligent operation of an agricultural or industrial operation or its appurtenances.

ARTICLE 3. Homeowners Association

A not-for-profit corporation to be known as Park Place Subdivision, Section III, Homeowners Association, Inc., (the "Corporation"), shall be established to carry out the functions set forth for it in these Plat Restrictions and Covenants.

3.01. The Park Place Subdivision, Section III, Homeowners Association, Inc., shall be guided by three (3) directors who initially shall be appointed by the undersigned at incorporation. Each lot owner of a lot in Park Place Subdivision, Section III, shall become a shareholder of said Corporation upon purchase of said lot.

3.02. The directors of said Corporation shall serve until their successors are elected. Upon the incapacity, resignation or death of a director of the Corporation, his successor shall be appointed by the remaining directors of the Corporation within six (6) months of the incapacity, death or resignation of a director. In the event of the incapacity, resignation or death of a director of the Corporation, and his successor in not appointed within six (6) months thereafter, the successor director shall be elected by the owners of a majority of the lots in said subdivision. Notwithstanding the foregoing, the Developer shall have the right to control the Corporation until, the earlier of the date by which one hundred percent (100%) of all lots have been conveyed to homeowners or August 2002, (the first of said two dates to occur hereinafter referred to as the "Applicable Date") and each owner of a lot, by acceptance of a deed to a lot shall be deemed to have appointed Developer as such lot owners' agent, attorney-in-fact and proxy that shall be deemed coupled with an interest and irrevocable until the Applicable Date, to exercise all of said lot owner's right to vote.

3.03. The Corporation and the Hendricks County Drainage Department and/or the Town of Avon shall have the sole and exclusive right to establish grades and slopes on all lots in said subdivision and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Corporation and the Hendricks County Drainage Department and/or the Town of Avon.

3.04. In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted, the Corporation, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it in

proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said subdivision as a whole.

3.05. All plans and specifications submitted to the Corporation for consideration must be prepared by a registered architect or civil engineer, or by an experienced draftsman in form generally used by architects and engineers, except that proposals for exterior changes that generally would be made without the need for detailed plans and specifications, such as repainting a building with a different color plan or replacing a mailbox and post may be made without the submission of professionally prepared plans and specifications provided, however, that the Corporation reserves the right to require the proposer to provide the opinion of a professional architect, surveyor or engineer in support of any proposal before giving its approval.

3.06. The corporate approval or disapproval as required in these Covenants shall be in writing, and any determination made by the Corporation in good faith shall be binding on all parties in interest. If the Corporation shall fail to approve or disapprove, or request additional information with respect to any proposed plans and specifications within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said Corporation.

3.07. Notwithstanding compliance with the foregoing minimum living area requirements, the Town of Avon shall not issue an Improvement Location permit for any dwelling upon any lot in this development.

3.08. The Corporation, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition that the Corporation or their successors and assigns determine to be in violation of these restrictions, to enter the property upon which violation is deemed by it to be in violation hereof, and said Corporation or their successors and assigns shall not by reason thereof be guilty in any manner of trespass for such entry, abatement or removal, or liable for damages by reason thereof, to any person whomsoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof. If, in the opinion of the Corporation, by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship, the Corporation and appropriate board of zoning appeals may permit a variation that will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable subdivision.

3.09. Park Place Subdivision, Section III, may contain certain open space lying within the plat and certain landscaped areas lying within the adjacent public rights-of-way. In addition, landscape easement areas may be imposed on a portion of certain lots. The Corporation shall have the right to enter onto such open space, public rights-of-way and landscape easement areas from time to time as it deems necessary for purposes of maintaining all open space, landscaped areas and landscape easement areas described above which are located in Park Place Subdivision, Section III, and may participate in the reasonable and proper maintenance of all other open spaces, landscaped areas, landscape easement areas, entry signage, the earthen berm and privacy fence surrounding the commercial property on the west and north property lines located in Park Place Subdivision, Section III. In addition, the corporation may provide weekly trash collection service if same is not provided by the municipality and, upon the approval of a majority of the lot owners in Park Place Subdivision, Section III, may provide other services such as snow removal if they are not adequately provided by the appropriate municipal government.

The plat drawing of Park Place Subdivision, Section III, may contain areas marked D. U. E., U. & D. E., N. A. E., Common Area and Lake (Drainage Utility Easement, Utility & Drainage Easement, Non Access Easement and Common Area). The Corporation, Hendricks County and the Town of Avon shall have the right to enter onto any D. U. E., U. & D. E., N. A. E., Common Area and Lake as it deems necessary or desirable for the purpose of maintaining ease or otherwise clearing obstructions that impede or might impede the designed flow of storm water across such areas.

In order to provide the funds necessary to pay for the services, rights and obligations contained in these Restrictions and Covenants, the Corporation shall have the right to levy, assess and collect annual assessments in an amount not to exceed Two Hundred Dollars (\$200.00) per year from each and every lot owner in Park Place Subdivision, Section III, and such maximum limit of Two Hundred Dollars (\$200.00) per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics. In addition to such annual assessments, the Corporation may levy, assess and collect from each and every lot owner in Park Place Subdivision, Section III, such special assessments as may be approved by not less than seventy-five percent (75%) of the lot owners in Park Place Subdivision, Section III.

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All annual and special assessments shall become a lien on each lot. In the event any amount so assessed is not paid when due and remains in arrears for more than Sixty (60) days, the Corporation may cause to be filed with the Hendricks County Recorder, a Notice of Lien describing the lot and the amount required for a Notice of Lien against real estate. In addition, the Corporation may assess interest on the delinquent annuum, and may further charge all of its costs of collection and attorneys fees. The sale or transfer of any lot shall not affect the assessment lien that shall remain in full force and effect. The lien assessment shall be subordinate to the lien of any first mortgage.

Notwithstanding the foregoing, the Corporation shall not make any assessments prior to the Applicable Date defined in Section 3.02; provided, however, prior to the Applicable Date, the Developer may waive its rights in Section 3.02 to continue to control the Corporation in which case the foregoing prohibition of assessment shall terminate.

3.10. The Corporation has the power to expend its money on the reasonable care and proper maintenance of the Common Open Space, landscaped areas and "easement areas", including drainage, utility and sewer easement areas in any section of the Park Place Subdivision, Section III, and such other community services approved by a majority of the lot owners in Park Place Subdivision, Section III. The Corporation herein established shall act as the Homeowners Association of the Park Place Subdivision, Section III, for purposes of establishing a budget for the maintenance of Common Area, landscaped areas, privacy fence and "easement areas" and the provision of other approved services as described above, and divide the cost of same among the lot owners in Park Place Subdivision, Section III.

3.11. Any and all of the rights, powers, duties and obligations that, in this instrument are assumed by, reserved to or given to the Corporation may be assigned or transferred to any one or more corporations or associations that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said corporation. In the event of such assignment or transfer, the assignor or transferor and its successors and assignees of said Corporation, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said Corporation. The right of assignment hereby reserved to the Corporation is so reserved to the end that the rights, powers, duties and obligations reserved or given to it may be assigned to an association or corporation formed by the owners of lots in said subdivision or in said subdivision together with contiguous subdivisions, for the purpose of accepting said assignment; and such assignment may be made at such time as the Corporation may determine. Whenever in this instrument reference shall be deemed to include the successors and assigns of said Corporation.

ARTICLE 4. Other Conditions

4.01. These covenants and restrictions shall be taken to be real covenants running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in said subdivision, and their heirs, executors, administrative successors and assignees until January 1, 2019, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless by appropriate instrument and writing, and consenting to their termination in whole or in part, shall be filed for record, executed and acknowledged by the owners of not less than seventy-five percent (75%) of the lots.

4.02. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be sufficient reason for any other person or persons owning any lot in said subdivision to initiate proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and to prevent his or then from so doing, or to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

4.03. All transfers and conveyances of each and every lot of said subdivision shall be made subject to those Covenants and Restrictions.

4.04. It is expressly agreed that if any covenant or condition or restriction herein above contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

4.05. All costs of litigation and attorney's fees resulting from violation of these Covenants shall be the financial responsibility of the lot owner or owners found to be in violation.

4.06. Developer hereby reserves the right, from time to time and at any time, to modify, supplement or amend these easements, Covenants and Restrictions, without the consent of any lot owner or party in interest, if Developer records the modification in the Office of the Recorder of Hendricks County, Indiana, and the modification is for any one or more of the following purposes; (i) to clarify one (1) or more covenants, conditions, term or provisions of these Covenants and Restrictions, without materially changing the substance of such covenant, condition, term or provision; (ii) to clarify, further define or limit any easement, or otherwise exercise any more covenants, conditions, terms or provisions hereof but (A) does not materially increase the obligation(s) of any lot owner under any covenant, condition, term or provision without such lot owner's consent or (B) is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction, or to comply with any governmental agency backed financing program. All other amendments shall require the consent of the majority of all lot owners.

IN WITNESS WHEREOF, THE SAID STINGRAY DEVELOPMENT CORPORATION, an Indiana Corporation, has caused this instrument to be executed by its respective duly authorized representative this 23 day of December, 1997.

STINGRAY DEVELOPMENT CORPORATION

BY: Scott G. Murray
SCOTT G. MURRAY, PRESIDENT

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State personally appeared SCOTT G. MURRAY, who acknowledged the execution of the foregoing instrument to be their voluntary act and free will.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 23rd day of December, 1997.

My Commission Expires:
July 8, 2000

Lisa A. Starnitz
Notary Public
County of Residence: Marion

Prepared by Scott G. Murray

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Exhibit "A"

LEGAL DESCRIPTION

Part of the East Half of the Southwest Quarter of Section 2, Township 15 North, Range 1 East, of the Second Principal Meridian in Hendricks County, Indiana, more particularly described as follows:

Commencing at a drill hole marking the Southeast corner of said Southwest Quarter Section; thence North 01 degrees 01 minutes 31 seconds East (assumed bearing) along the East line of said Quarter Section a distance of 641.12 feet to the Point of Beginning, which is the Southeast corner of 60 acres off the entire North end of said Half Quarter Section; thence North 89 degrees 47 minutes 23 seconds West parallel with the North line of said Quarter Section and along the South line of said 60 acre tract a distance of 1049.25 feet to the Southeast corner of Park Place - Section One, as per plat thereof recorded in Plat Cabinet No. 2, Slide 169, 170 and 171, pages 1 and 2 in the Office of the Recorder of Hendricks County, Indiana (the next seven courses are along the Southerly line of said Park Place - Section One); (1) thence North 01 degrees 00 minutes 00 seconds East a distance of 152.57 feet to the point of curvature of a curve to the right having a central angle of 44 degrees 40 minutes 00 seconds, the radius of said curve bearing South 89 degrees 00 minutes 00 seconds East 135.00 feet; (2) thence Northeasterly along said curve an arc distance of 105.24 feet to the point of tangency of said curve; (3) thence North 45 degrees 40 minutes 00 seconds East a distance of 174.93 feet; (4) thence South 71 degrees 00 minutes 00 seconds East a distance of 173.27 feet; (5) thence South 89 degrees 00 minutes 00 seconds East a distance of 552.40 feet; (6) thence South 01 degrees 00 minutes 00 seconds West a distance of 12.00 feet; (7) thence South 89 degrees 00 minutes 00 seconds East a distance of 170.13 feet to the East line of said Quarter Section; thence South 01 degrees 01 minutes 31 seconds West along said East line a distance of 291.88 feet to the point of beginning, containing 7.43 acres, more or less.