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 THERESA D LYNCH
 HENDRICKS COUNTY RECORDER
 07/13/2012 01:33:16PM

Cross-Reference: Instrument# 201206908

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
 PERSIMMON GROVE**

RECITALS

FC7/162/2ABCDE

WHEREAS, Portrait Homes-Persimmon Grove, LLC, an Illinois limited liability company (hereinafter referred to as the "Original Developer"), owned certain real in Hendricks County, Indiana, that it platted as residential subdivision known as Persimmon Grove, Section 1, according to the Plat thereof recorded in the Office of the Recorder of Hendricks County, Indiana as Instrument No. 200600028817 (the "Original Plat");

WHEREAS, the Original Developer subjected portions of the real estate that was the subject of the Plat to a horizontal property regime, pursuant to that certain Persimmon Grove Condominium Declaration, recorded in the Office of the Recorder of Hendricks County, Indiana as Instrument No. 200700018559, as subsequently amended (the "Condominium Declaration");

WHEREAS, Pulte Homes of Indiana, LLC, an Indiana limited liability company ("Declarant"), previously acquired fee simple title to all of the real estate that was within the Plat that had not been subjected to the Condominium Declaration, including all lots and common areas, pursuant to the certain Special Warranty Deed, dated March 15, 2012, and recorded on March 22, 2012 as Instrument No. 201206908 in the office of the Recorder of Hendricks County, Indiana, which Real Estate is legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Real Estate");

WHEREAS, the Declarant also acquired fee simple title to certain real estate located in Hendricks County, Indiana that directly adjacent to the Real Estate, which real estate is legally described on Exhibit B attached hereto and incorporated herein by this reference (the "Additional Real Estate");

WHEREAS, the word "Property" as used throughout this Declaration shall mean the Real Estate together with such portions of the Additional Real Estate as may be made subject to this Declaration per the terms of Article 3 below; and,

WHEREAS, the Avon Plan Commission vacated the portion of the Original Plat that applied to the Real Estate as Case No. Map(A) 12-02 at a duly conducted public hearing on April 23, 2012, and Declarant desires to replat, subdivide and develop the Property, and in connection therewith, to impose certain covenants, conditions and restrictions on the Property.

NOW, THEREFORE, the Declarant hereby declares that all of the Lots (defined below) within the Property, as they are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved, are subject to the following covenants, conditions, and restrictions, all of which are declared to be in furtherance of a plan of the improvement and sale of each Lot situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and

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attractiveness of the Property as a whole and each of the Lots situated therein. This Declaration shall run with the Property and shall be binding upon and inure to the benefit of the Declarant and upon the parties having or acquiring any interest in the Property or any part or parts thereof.

ARTICLE 1 DEFINITIONS

Section 1.1. Definitions. The following are the definitions of the terms as they are used in this Declaration:

- A. "Act" means the Indiana Nonprofit Corporations Act of 1991, codified at Indiana Code Sec. 23-17-1-1, et seq., as amended from time to time.
- B. "Applicable Date" shall mean the earlier of (i) ninety (90) days after, or (ii) the date of the first meeting of the members of the Association occurring on or after, the first of the following: (1) Developer relinquishes its power to appoint the Board of Directors of the Association; or (2) Developer owns less than ten percent (10%) of Lots in the Development.
- C. "Association" shall mean The Persimmon Grove Single Family HOA, Inc., an Indiana nonprofit corporation which Developer shall cause to be incorporated with the Indiana Secretary of State, the membership and powers of which are more fully described in Article 5 herein and in the Association's By-Laws and Articles of Incorporation which, upon their execution and adoption, shall be incorporated herein by this reference.
- D. "Association Governing Documents" shall mean, collectively, the Covenants, the By-Laws, and Articles of Incorporation of the Association.
- E. "Builder(s)" shall mean a person or entity who acquires title to a Lot for the purpose of building a single family dwelling on it for immediate re-sale of the Lot and dwelling together or one who has been contracted by an Owner to construct a Dwelling on the Lot on the Owner's behalf.
- F. "By-Laws" shall mean the Code of By-Laws of the Association.
- G. "Committee" shall mean The Persimmon Grove Architectural Control Committee, composed of and operated under the terms of Article 3 herein.
- H. "Common Areas" shall mean the alphabetically numbered parcels designated as Common Area within the Plat designed for the mutual use and enjoyment of all the Owners of Lots within the Development. The Common Areas shall be deeded to and owned by the Association.
- I. "Condominium Owner" shall mean the owner of a condominium unit created by the Condominium Declaration.
- J. "Covenants" shall mean the recorded terms and conditions of this Declaration of Covenants, Conditions and Restrictions for Persimmon Grove together with the Association's By-Laws, any covenants and restrictions set forth in the Plat, any rules and regulations adopted by the Board of

Directors, and the Design Guidelines for Persimmon Grove. "Covenants" shall also include the "Written Commitments" applicable to the Property that was approved and imposed by the Persimmon Grove Plan Commission to be filed in the Office of the Recorder of Hendricks County, Indiana.

- K. "Declaration" shall mean Declaration of Covenants, Conditions and Restrictions for Persimmon Grove.
- L. "Design Guidelines" shall mean the set documents established by the Developer and after the Applicable Date, by the Committee, to establish minimum standards of design, construction and maintenance, which are consistent with the level of quality and character desired for the Development and the Covenants and to assist Builders and Owners in the planning, design, maintenance, and construction of Dwellings and all site improvements. The Developer and the Committee reserve the right to make any amendments, repeals, or modifications to the Design Guidelines that they deem necessary or appropriate at any time and without advance notice.
- M. "Developer" or "Declarant" shall mean Pulte Homes of Indiana, LLC or its successors or assigns whom it designates in one or more written recorded instruments to have the rights of Developer hereunder.
- N. "Development" shall mean the Persimmon Grove development located on the Property as shown on the Plat(s) recorded in the office of the Recorder of Hendricks County, Indiana.
- O. "Dwelling" shall mean a building erected on a Lot within the Development for residential living purposes.
- P. "Lot(s)" shall mean the numerically numbered parcels within the Plats designed for the exclusive use of the construction of a single-family Dwelling thereon.
- Q. "Owner(s)" shall mean the person or persons that have been deeded and hold legal ownership in any Lot within the Development, including contract sellers, but excluding for all purposes those having an interest merely as security for the performance of an obligation unless specifically indicated to the contrary.
- R. "Plat" or "Plats" shall mean secondary or final plat of part or all of the Property to be recorded with the Recorder of Hendricks County, Indiana after the recordation of this Declaration.
- S. "Pond Area" means any Common Area, or portion thereof, on which a Pond now exists or is later constructed by Declarant, and "Pond" means a body of water which now exists or is later constructed by Declarant in a Pond Area.

**ARTICLE 2
GENERAL RESTRICTIONS, OBLIGATIONS, AND RIGHTS**

Section 2.1. Lot Use and Maintenance.

A. All Lots are reserved exclusively for residential use; provided, however that home offices and in-home businesses may exist provided they are accessory to the primary residential use, are not used for direct retail sales to the general public, and comply with all applicable municipal ordinances and other applicable laws. Licensed day care is prohibited. Plans for all Lot improvements, in accordance with the requirements set forth in the Design Guidelines, are to be submitted to the Developer/Committee for approval prior to any construction. Lots are not to be purchased for investment purposes.

B. Not more than one Dwelling shall be erected or used for residential purposes on any Lot.

C. No Lot or any part thereof shall be leased, sublet, assigned or suffered to be used for transient occupancy except in compliance with this Declaration.

D. No Lot shall be used or maintained as a dumping ground for rubbish, trash, grass clippings, garbage or other waste and such rubbish or trash shall not be kept, except in sanitary containers that are kept out of public view. It shall be the duty of the Owner of each Lot to maintain the same in a good, clean and sanitary condition, to keep the grass on the Lot properly cut and keep the Lot free of weeds, trash or other debris and otherwise neat and attractive in appearance, including, without limitation, the proper and customary maintenance of the exterior of any structures on such Lot. If the Owner of any Lot fails to maintain his or her Lot and all improvements and landscaping thereon in a manner satisfactory to the Association, the Association, after approval by the Board of Directors, shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and to clean, repair, maintain or restore the Lot, as the case may be, and the exterior of the improvements erected thereon. The cost of any such work shall be added to and become a part of the Owner's assessment, and such cost shall be immediately due, and shall be secured by the Association's lien on the Owner's Lot. Said cost may be collected and enforced by the Association in the manner provided in this Declaration for the collection and enforcement of assessments in general. Each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Association, its agents, employees and contractors, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to affect the maintenance, cleaning, repair or other work contemplated herein.

Section 2.2. Lot Lines and Lot Dimensions. The front, rear and side yard building setback lines are hereby established; between which line and the property lines of the street, there shall be erected or maintained no building or structure. The front and side yard setback shall be as provided on the Plat or as required by the Persimmon Grove Zoning Ordinance, whichever is greater. These set back requirements are the minimum required and the Developer may require, in its sole discretion, the dwelling to be located beyond the minimum requirements for aesthetic harmony or preservation of natural features.

No Lot or combination of Lots may be further subdivided until approval therefore has been obtained from the Developer/Committee and the Persimmon Grove Planning Commission; excepting, however, the Developer and its successors in title shall have the absolute right to increase the size of

any Lot by joining to such Lot a section of an adjoining Lot (thereby decreasing the size of such adjoining Lot) so long as the effect of such joining does not result in the creation of a Lot with less than the requirements set forth in the Town of Avon Zoning Ordinance.

Section 2.3. Dwelling Dimensions. The living area, exclusive of open porches, basements and garages, shall not be less than one thousand four hundred (1,400) square feet in the case of a one-story structure, nor less than one thousand seven hundred (1,700) square feet in the case of a two story structure. Developer may require dwellings to be larger than the requirements set forth herein.

Section 2.4. Dwelling Character and Appearance. All Dwellings shall conform to the Design Guidelines. All Dwellings shall be constructed in a substantial and good workmanlike manner and of new materials. The Developer or Committee, prior to construction or re-construction, must approve colors of all exterior materials, including but not limited to shingles, paint, and masonry.

Section 2.5. Garages. All Dwellings must have a minimum of a two (2) car attached garage.

Section 2.6. Accessory Structures. Typical mini-barns are prohibited. Detached garages, tree houses, playhouses, docks, accessory buildings, or other out buildings or structures of any kind shall not be permitted on any Lot unless (1) in conformity with any applicable Design Guidelines and (2) with the advance written approval of the Developer or the Committee.

Section 2.7. Drives. Each driveway on a Lot shall be of asphalt material, concrete material, brick pavers, or otherwise approved by the Developer or the Committee. Loose stone driveways are prohibited. All driveways, including location and materials, shall be subject to the Design Guidelines and the advance written approval of the Developer or the Committee.

Section 2.8. Swimming Pools. Except for children's unfiltered splash pools, no aboveground swimming pools shall be permitted in the Development, even if they are inflatable. No in ground swimming pool shall be permitted without prior written approval of Developer or Committee. All approved in ground swimming pools must have an electrically powered, locking safety cover and/or an enclosure fence of at least five feet (5') in height that complies with Section 2.9 below and shall be subject to the Design Guidelines and the advance written approval of the Developer or the Committee. All equipment rooms, bath houses, or dressing rooms that are not part of the original construction of the Dwelling shall be subject to the Design Guidelines and the advance written approval of the Developer or the Committee.

Section 2.9. Fences. This subsection is applicable to all Lots except those Lots which are used for a sales office or model home by the Declarant. No fence shall be erected in this Development without prior written approval of the Developer or Committee. No fences shall be constructed in front of the building line of the Dwelling on any Lot. Generally, no fences shall be constructed forward of the rear building line of the Dwelling on any Lot without the approval of the Developer or the Committee. Exceptions to this location restriction may be made on a case by case basis. In general, all fencing must be of such style and design as is designated by the Developer or Committee in the current Design Guidelines. In instances where privacy screening is necessary or desirable, exceptions to the above material restrictions may be approved on a case by case basis. Generally, fences shall not be higher than six (6) feet from ground level. Gates and

monumentation for an individual Lot may be approved by the Developer or Committee on a case by case basis.

Section 2.10. Sidewalks. Installation of said sidewalks shall be the obligation of the Builder or Owner of any such Lot, not of the Developer, and shall be completed within thirty (30) days of home completion, unless an extension is granted by the Developer. Each Owner will be responsible to install, maintain, repair and replace such sidewalks that are adjacent to the Lot of the Owner, including the Owner's removal of snow, ice and debris from such sidewalks. If an Owner fails to do so, the Developer or the Association shall have the right to do so at the sole cost and expense of the applicable Owner. The cost of any such work shall be added to and become a part of the Owner's assessment, and such cost shall be immediately due, and shall be secured by the Association's lien on the Owner's Lot. Said cost may be collected and enforced by the Developer or the Association in the manner provided in this Declaration for the collection and enforcement of assessments in general. Each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Developer and the Association, their agents, employees and contractors, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to affect the maintenance, cleaning, repair or other work contemplated herein concerning sidewalks.

The Association will be responsible to maintain, repair and replace such sidewalks that are adjacent to the Common Areas.

Section 2.11. Yard, Mailbox, and Other Equipment. All Lot Owners will be required, at a minimum, to install a landscape package that meets the requirements set forth in the Design Guidelines. A plan of the landscaping shall be submitted to the Developer or Committee and approved by the same prior to installation. Developer, the Association and their agents shall not be responsible for any damage to irrigation systems located within the Common Areas. All plantings shall be maintained in an appropriate manner and any trees and bushes that die shall be replaced with the same. Preserved trees located in the front and side lawns may be credited towards the requirements at Developer's discretion.

Lot Owners must install or have installed a mailbox in the front yard by the time the construction of the home on the Lot is complete. The Developer and, after the Applicable Date, the Committee, shall determine the style of the mailbox that is required at all times. The Developer may require, for the purpose of uniformity and appearance that the mailbox be purchased from the Developer or its designee at Lot closing. After original installation, the Association may, at the option of the Declarant or the Board of Directors, thereafter maintain, repair and replace such mailbox (including the post) so that it is the proper style, and is attractive in appearance. All costs incurred by the Association for mailboxes and posts shall be part of the common expenses. However, such maintenance, repair and replacement duties of the Association shall not apply (1) if any work is necessitated because of the Owner's negligence or misuse of the mailbox and/or post in which case the Owner will be responsible for all costs and expenses, or (2) if the mailbox or post is destroyed or damaged by a casualty loss where the Owner's personal homeowners insurance pays for the cost of repair or replacement of the mailbox or post.

No clothesline or clothes poles, or any other freestanding semi-permanent poles, rigs or devices, regardless of purpose, shall be constructed, erected or located or used on any Lot. Flagpoles may be permitted with written approval of Developer or Committee and in compliance with the Design

Guidelines.

Unless otherwise approved by the Developer or Committee or in compliance with the Design Guidelines, no sign of any kind shall be displayed to the public view on any Lot except one (1) professional or licensed real estate sign of not more than six (6) square feet advertising the home for sale, and "open house" signs during weekends. For sale by owner signs shall not be permitted for the re-sale of Lots or homes. Signs used by a Builder, Real Estate Agent and/or Realtor to advertise the Dwelling during the construction and sales periods and all Developer signs are exempt from this requirement.

No radio or television antenna shall be attached to the exterior of any dwelling. No free standing radio or television antenna, television receiving disk or dish shall be permitted on any Lot, with the exception of a television reception disk one (1) meter in diameter or less upon written approval of the location by the Committee. No solar panels, attached or detached, shall be permitted.

No temporary basketball goals shall be permitted within the Development. All basketball goals must be installed in a permanent manner, be mounted on a pole intended for such purpose, and must have clear backboards. Basketball goals may not be mounted onto the home or garage, but may be installed on the side of the Owner's driveway after approval by the Developer or Committee and in compliance with the Design Guidelines. No basketball goal shall be positioned so as to allow or permit playing on the street. The Developer or Committee must approve all basketball goals in writing prior to their installation. No hard surfaced sports courts of any kind shall be permitted on any Lot except as approved by the Developer or Committee. Except for play equipment installed in Common Areas by Developer or the Association, no metal outdoor play equipment shall be permitted in the Development.

Section 2.12. Down Spouts. No down spouts shall be tied to the sub-surface drains. Sump pump lines are to be connected to the available sub-surface drains provided for each Lot.

Section 2.13. Time Period to Commence and Complete Construction and Landscaping. All construction upon, landscaping of and other improvement to a Lot shall be completed strictly in accordance with the plans approved by the Developer or Committee and in accordance with the Design Guidelines and this Declaration. Subject to inclement weather, every Dwelling shall be completed within fifteen (15) months after the commencement of the construction thereof. For cause shown, this fifteen (15) month period may be extended by the Committee. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months after the time of such destruction or damage or, if approval of the applicable casualty insurance is pending, then within three (3) months after such approval is forthcoming.

All landscaping specified on the landscaping plan approved by the Developer or Committee shall be installed on the Lot strictly in accordance with such approved plans within thirty (30) days following substantial completion of the Dwelling, unless the Developer or Committee agrees to a later landscaping completion date. For the purposes of this Section 2.13, construction of a Dwelling will be deemed "completed" when the exterior of the Dwelling (including but not limited to the foundation, walls, roof, windows, entry doors, gutters, downspouts, exterior trim, paved driveway and landscaping) has been completed in conformity with the submitted plans.

Section 2.14. Vehicles. No boats or other watercraft, campers, recreational vehicles, trailers of any

kind, buses, mobile homes, commercial or business trucks or vans, motorcycles, minibikes, dirt bikes, all-terrain vehicles or any other vehicles of any description (other than normal passenger vehicles consisting of (i) trucks with a maximum load capacity of three-quarters (3/4) of a ton or less, (ii) vans or (iii) automobiles), shall be permitted, parked or stored anywhere within the Development for periods of time over forty-eight (48) hours on limited occasions as determined by Developer or the Association; provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage and the driving or using of such vehicles solely for the purpose of ingress and egress to and from the Development provided the shortest route to and from a main thoroughfare outside the community is used. Unless approved by the Developer or the Committee, no Owners or other residents shall repair or restore any vehicle of any kind within the Development, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. "Commercial" vehicles are vehicles, regardless of size, on which commercial lettering or equipment is visible or which are larger than normally used for noncommercial purposes. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept on the Development. Driveway and street parking shall be limited to guests and temporary parking only. No vehicle of any kind is permitted anywhere except on the driveways and streets at any time. No vehicle of any kind is permitted on the Common Areas or on any sidewalk at any time. Any vehicle in violation of the above shall be subject to being towed at the expense and risk of the owner thereof.

Section 2.15. Unacceptable Activities. No noxious, unlawful or other offensive activity shall be carried out on any Lot in this Development, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which would cause an increase in the rate of insurance of the Association, or which would void the Association's insurance.

Section 2.16. Animals. No animals, livestock or poultry of any description 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 commercial purposes and do not unreasonably disturb other Owners or residents. No more than four (4) domesticated animals may be kept on any Lot at any time.

Section 2.17. Remonstrance. Lot owners, upon taking title, agree to waive all rights to oppose and or remonstrate against annexation and any future zoning changes and special permits necessary, as determined solely by Declarant, to complete the Development whatsoever.

Section 2.18. Address Identification. The numbers representing the address of each Dwelling will be of a uniform appearance and will be displayed in a uniform location and manner, as determined by the Committee.

Section 2.19. Lighting. All homes will have exterior lights in compliance with the Guidelines, or as otherwise approved by the Committee. In the Declarant's sole discretion, street lights may be installed by Declarant in the utility easements on Lots, in the Common Areas, and in public rights-of-way. During the Development Period, and in the Declarant's sole discretion, street lights may be operated and maintained by the Association. After the Development Period, the Association shall have the right to remove street lights deemed no longer necessary by the Board of Directors.

Section 2.20. Burning. No trash, leaves, or other materials shall be burned upon a Lot.

Section 2.21. Exterior Lighting. Except on Lots on which there is maintained a sales office or model home by the Declarant, no exterior lights shall be erected or maintained between the building line and rear lot line so as to shine or reflect directly upon another Lot.

Section 2.22. Electric Bug Killers. Electric bug killers, "zappers", and other similar devices shall not be installed at a location or locations which result in the operation thereof becoming a nuisance or annoyance to other Owners, and shall be operated only when outside activities require the use thereof and not continuously.

Section 2.23. Awnings. Except on Lots on which there is maintained a sales office or model home by the Declarant, or as approved by the Committee, no metal, wood, fabric, fiberglass or similar type material awnings or patio covers are permitted anywhere on the Property. Retractable awnings and pergolas are permitted only with the prior approval of the Committee.

Section 2.24. HVAC Units. All heat pumps, air conditioning units or gas meters shall be installed along the side elevations of the Dwelling or the rear elevation of the Dwelling and, if installed along the side elevation, shall be (i) set back at least fifteen (15) feet from the front elevation and (ii) screened from view in accordance with a landscape plan approved by the Committee.

Section 2.25. Pond and Pond Areas. Except as otherwise provided, no individual using a Pond, 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 Pond, diversion of water, elevation of any Pond level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper Pond management, except as provided in this Declaration. A Pond 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. Ponds and Pond Areas may or may not exist on the Property, and the reference throughout this Declaration to Ponds and Pond Areas is made in order to address Ponds and Pond Areas, if any, which now exist or are later constructed upon the Property. The installation on the Property of any Pond or Pond Area shall be within the sole discretion of the Declarant, and under no circumstances shall the Declarant be required or obligated to install any Pond or Pond Area. Only the Declarant and the Association shall have the right to store items or develop recreational facilities upon any Common Area including, without limitation, Common Areas on which a Pond exists. Nothing in this Declaration shall be construed as requiring that any Pond be a wet pond or that a minimum level of water be maintained.

Section 2.26 Clubhouse. A clubhouse exists with one of the Common Areas (the "Clubhouse"). The Clubhouse shall be maintained and insured by the Association, the cost of which shall be included in the Annual Assessments. The Board of Directors may establish and amend, from time to time, rules and regulations regarding the use of the Clubhouse, including rules regarding the leasing of the Clubhouse and the rent charged. Only Owners and Condominium Owners that are current on all payments owed to the Association may lease or use the Clubhouse.

Section 2.27 Rental Restrictions. In order to insure that the Owners share the same proprietary interest in and respect of the Lots and the Common Areas, no Dwellings or Lots may be leased or rented to non-

owner occupants, except as may be otherwise provided below:

(A) Notwithstanding the above, an Owner may request the Board of Directors to waive the "rental restriction" and approve a proposed lease if the Owner establishes to the Board's satisfaction that the "rental restriction" will cause undue hardship. If a majority of the entire Board of Directors approves in writing of the Owner's request, the Board of Directors shall permit the Owner to rent or lease the Owner's Dwelling, but only if the Owner satisfies all other requirements of this Section 2.27. Such decision shall be at the sole discretion of the Board; provided, however, that the Board shall find the following to be a hardship: (i) death of a spouse or family member residing in the Dwelling, (ii) divorce of the spouses living in the Dwelling, (iii) job transfer of a person residing in the House with a new job location that is more than fifty (50) miles from the Real Estate; and (iv) loss of job such that the person(s) residing in the Dwelling would no longer qualify for a loan to refinance the Dwelling using customary underwriting rules.

(B) All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board of Directors. No portion of any Dwelling and Lot (jointly, a "Unit") other than the entire Unit shall be leased for any period. No subleasing shall be permitted. All leases shall be made expressly subject and subordinate in all respects to the terms of the Covenants, and any rules and regulations promulgated by the Board of Directors, as amended, to the same extent as if the tenant were an Owner and a member of the Association; and shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Unit. If such provision is not in the lease, it will be deemed to be in such lease. The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease. In addition, the Board of Directors shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing. All Owners who do not reside in the home shall provide the Board of Directors with the name of the tenant(s) and any other residents living in the home.

(C) In addition to all other provisions of this Section 2.27, for a period of at least one (1) year after an Owner's acquisition of a Unit, such Owner cannot lease Owner's Unit. After such one (1) year period, such Unit will be eligible to be leased if all other conditions of this Section 2.27 are satisfied and, provided further, that the Owner is not delinquent in the payment of any Assessments or other charges to the Association. Notwithstanding this Subsection 2.27(C), if an Owner wishes to lease a Unit prior to the end of the one year waiting period, the Owner may apply to the Board of Directors for a waiver. The Board may, in writing, approve an earlier lease if the Owner establishes to the Board's satisfaction that the waiting period will cause undue hardship in the manner as defined in Subsection 2.27(B) above.

(D) No lease shall provide, or be interpreted or construed to provide for a release of the Owner from his or her responsibility to the Association and the other Owners for compliance with the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and any rules and regulations promulgated by the Board of Directors, or from the Owner's liability to the Association for payments of assessments or any other charges.

(E) A copy of each executed lease by an Owner which identifies the tenant (but which

may have the rental amount deleted) shall be provided to the Management Agent by the Owner within thirty (30) days after execution.

(F) Any lease or attempted lease of a Unit in violation of the provisions of this Section 2.27 shall be voidable at the election of the Association's Board of Directors or any other Owner, except that neither party to such lease may assert this provision of this Section 2.27 to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Association, or any Owner, shall have the right to exercise any and available remedies at law or equity.

(G) The provisions set forth in this Section 2.27 shall not apply to any institutional mortgagee of any Unit which comes into possession of the Unit by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure.

Section 2.28. Maintenance. Each Owner shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly and, specifically, such Owner shall:

(A) Mow and maintain the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds. All lots shall be free of weeds and properly irrigated in order to maintain a good and healthy appearance;

(B) Remove all debris or rubbish from the Lot;

(C) Prevent the existence of any other condition that tends to detract from or diminish the aesthetic appearance of the Property;

(D) Cut down and remove dead trees and or shrubs from the Lot;

ARTICLE 3 ARCHITECTURAL CONTROLS

Section 3.1. Persimmon Grove Architectural Control Committee. Until the Developer resigns its position as the Architectural Control Committee or until the Developer no longer owns any of the Lots in the Development, the Developer shall serve as the Architectural Control Committee. After one of the above events occurs, the members of the Architectural Control Committee ("Committee") shall be appointed by the Board of Directors of the Association. The Developer shall always have the sole authority to approve the original Dwelling and Landscaping on any Lot within the Development even after the Developer no longer serves as the Architectural Control Committee.

Section 3.2. Purpose. The Committee shall regulate size, type, external design, appearance, use, location and maintenance of any change or addition to the original Dwellings placed on any lands subject to these Covenants and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

No fences, structures, landscaping, walls or other construction or improvements of any kind shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made without the prior written approval of the Committee. Except for dead or diseased trees, or trees that create a hazard or dangerous condition, no tree shall be removed from any Lot without the prior written approval of the Developer or, after the Applicable Date, the Committee. Such approval shall be obtained only after the Owner of the Lot has made written application to the Committee. The manner of application shall be in the form as prescribed from time to time by the Committee, and shall be accompanied by two sets of plans and specifications. Such plans shall include plot plan showing location of proposed improvements, specification of all exterior materials and colors and any proposed landscaping. In the event said Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been received by it, approval will not be required as long as said design meets all other requirements of the Covenants and restrictions herein and the Design Guidelines, and this Article will be deemed to have been fully complied with.

Section 3.3. Design Guidelines. The Developer has created the Design Guidelines for Persimmon Grove to establish minimum standards of design, construction and maintenance, which are consistent with the level of quality and character desired for the Development and the Covenants and to assist builders and homeowners in the planning, design, maintenance, and construction of all site improvements. The Developer and the Committee reserve the right to make any amendments, repeals, or modifications to the Design Guidelines that they deem necessary or appropriate at any time and without advance notice. The Design Guidelines are incorporated herein by reference.

Section 3.4. Liability of the Committee. Neither the Committee, the Association, the Board of Directors, the Developer nor any agent or member of any of the foregoing, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done in connection with any addition, change or improvement, or for any decision made by it unless made in bad faith or by willful misconduct.

Section 3.5. Inspection. The Developer or Committee or its designee may, but shall not be required to, inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article 3 and may require any work not consistent with an approved addition, change, or improvement, or not approved, to be stopped and removed at the offending Owner's expense.

ARTICLE 4 OTHER RESTRICTIONS, GUIDELINES AND RIGHTS

Section 4.1. Utility Easements. There are strips of ground as shown on the Plat and marked Utility Easements, both solely and in combination with other easements, which are reserved for the use of public utilities for the installation of electricity, natural gas, cable television, telephone, internet, water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No structures of any kind are to be erected or maintained upon said strips of land, but Owners of Lots (and Blocks, as applicable) in this Development shall take their titles subject to the rights of public utilities.

Section 4.2. Drainage Easements. There are strips of ground as shown on the Plat and marked Drainage Easements both solely and in combination with other easements, which are reserved for the public conveyance of storm water and contain swales, pipes and detention and or retention areas. These areas are reserved for the installation and maintenance of storm sewer structures, drainage systems, and best management practices ("BMP's") for storm water treatment and subject at all times to proper Persimmon Grove and Hendricks County authorities and the easements herein reserved. The Town and County authorities reserve the right to enter said easements at any time and perform work deemed necessary to ensure proper drainage, water flow, and water treatment located within these easements without hindrance or complaint. These areas shall be maintained free of weeds, (rash or other obstruction at all times by the Owner of each applicable Lot or Association as owner of the Common Areas. Within these areas there shall be located no structures including but not limited to trees, plants, landscape mounds, fences, out buildings, swing sets, play equipment, docks, decks, boats, etc. These areas shall be maintained with a properly cut stand of grass at all times. In the event portions of these areas contain native grasses, these areas are not to be mowed. No change of grade shall be permitted within these areas unless approved in advance by both the Developer/Committee and the applicable municipal authority.

Section 4.3. Drainage of Storm or Other Water. In the event storm water drainage from any Lot or Block flows across another Lot or Block, provision shall be made to permit such drainage to continue, without restriction or reduction, across the downstream Lot or Block and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said Plat.

No rain or storm water runoff or such things as roof water, street pavement or surface water caused by natural precipitation, shall at any time be discharged into or permitted to flow into the sanitary sewer system, which shall be a separate sewer system from the storm water and surface water runoff sewer system. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned storm water and surface water runoff sewer system.

Section 4.5. Common Areas. There are areas of ground as shown on the Plat and marked as "Common Areas", and such Common Areas and all improvements located thereon are reserved for the use and enjoyment of all the residents of the Development. These Common Areas shall remain private, and neither the Developer's execution nor recording of the Plat nor the doing of any other act by the Developer is, or is intended to be, a dedication to the public of these Common Areas. Ownership of the Common Areas shall be conveyed in fee simple title, free of financial encumbrances to the Association no later than the Applicable Date. Such conveyance shall be subject to easements and restrictions of record, and such other conditions, as the Developer at the time of conveyance deems appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall be members thereof from time to time. Developer shall be responsible for improving all Common Areas (including the required landscape plantings within them) until such time as the Common Areas are completed, at which time the Association shall be responsible for the maintenance and repair of the Common Areas including the required landscaping plantings as presented in the Plat. Said areas may contain or consist of drainage and utility easements which are reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. Said areas may also consist of floodplain and or floodway.

Section 4.6. Landscape Easements. There are strips of ground as shown on the Plat as Landscape Easements, both solely and in combination with other easements. The Association shall be solely responsible for maintenance and upkeep of the grass, shrubs, plants and trees within these areas.

Some of the Landscape Easements as shown on the Plat consist of a five-foot (5') wide strip on the street-side Lot line of each Lot. Within such Landscape Easements, trees shall be required to be installed as directed by the Developer or Committee, or as per the Design Guidelines. Installation of said trees shall be the obligation of the Builder or Owner of any such Lot, not of the Developer, and shall be completed within thirty (30) days of home completion or within eighteen (18) months of the purchase of the Lot, whichever occurs first. In the event the Owner has not installed the trees within the time period allotted, the Developer or the Association may install the same with the cost of said installation being the personal obligation of the Owner and a lien against any such Lot enforceable by the Developer or the Association or their successors. The Developer may, at Developer's sole discretion, install or have installed the trees and bill the Owner for costs incurred in the installation of said trees. If the Owner fails to reimburse Developer for the costs of the trees within thirty (30) days, the Developer is hereby authorized to retain a portion of the construction deposit equal to the costs incurred or place a lien against said Lot. In addition, interest on those expenditures shall accrue at a rate of twelve percent (12%) per annum and Developer shall be entitled to recover in an action at law or in equity from the Owner of the Lot on which the trees were installed all of the attorneys' fees and related costs and expenses it incurred pursuant to the collection of the above funds. After the Applicable Date, the Association shall also have Developer's rights under this Section.

Section 4.7. Street Signs, Traffic Control Signs and Street Light Fixtures. If other than the standard town street signs, traffic control signs and street light fixtures are installed, it shall be the Developer's responsibility to install said items and the Association's responsibility to maintain and replace them. All signs and fixtures shall meet and be maintained to all of the Town of Avon's minimum safety standards.

Section 4.8. Perimeter Fencing. At its expense, the Developer may install perimeter fencing on, or adjacent to, the rear property lines of some of the Lots and Blocks that abut the outer perimeter of the Development. Such fencing shall be located within the Landscape Easements and/or Drainage and Utility Easements as shown on the Plat. After original installation, said perimeter fencing shall be maintained, repaired and replaced by the Association as part of the common expense. The Association, its agents and contractors shall have the right to use such easements for such purposes. No Owner shall modify, remove or otherwise do anything that affects such fencing unless approved in writing in advance by the Developer or the Committee.

Section 4.9. Enforcement of Covenants. Subject to the requirements and provisions of Article 6 below entitled "Grievance Resolution Procedures", the Developer, Association, and any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Covenants. Failure by the Developer, Association, or by any Owner to enforce any Covenant shall in no event be deemed a waiver of the right to do so thereafter.

In the event the Developer, Association, or any Owner shall be successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien or charge now or hereinafter imposed by the provisions of the Covenants, limitations, easements and approvals appended to and made a part of the plats) of the community, it shall be entitled to recover from the party against whom the proceeding was brought all of the reasonable attorneys' fees and related costs and expenses it incurred in such proceeding.

The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law, any structure or part thereof erected without proper approval or maintained in violation hereof, is hereby reserved to the Developer, the Association and to the Owners of the Lots in this Development and to their heirs, successors, and assigns.

Section 4.10. Invalidation of Covenant. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4.11. Term and Amendment of Declaration of Covenants. Conditions and Restrictions. The foregoing Declaration is to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of recording with the Hendricks County Recorder, at which time said Declaration shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then Owners of the Lots in whole or in part as provided in Section 9.1 below.

Section 4.12. Development and Sale Period. Nothing contained in Articles 2,3 and 4 shall be construed or interpreted to restrict the activities of the Developer and Builders in connection with the development and sale of the Development and the construction and sale of Dwellings on said Development. The above shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the Development at any time owned or leased by the Developer or Builders) as, in the sole opinion of the Developer or Builder(s), may be reasonably required, or convenient or incidental to, the development of the Development and sale of the Lots and Dwellings on said Lots. Such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sale offices and business offices.

Section 4.13 Membership in the Association and Use of Common Area by Condominium Owners. Notwithstanding anything in this Declaration to the contrary, Condominium Owners shall have all of the right to join the Association, have a single vote as a Class A member of the Association, and use the Common Areas upon the occurrence of all of the following:

A. Execution of an agreement (the "Membership Agreement") that obligates the Condominium Owner to pay Assessments to the Association in an amount equal to the Assessments for a Lot provided for in Article 5.

B. The Membership Agreement shall be in a form approved by the Board, which shall include indemnification of the Association and all Owners, a release of all claims by the Condominium Owner, the requirements necessary to record the Membership Agreement in the office of the Recorder of Hendricks County, Indiana, an obligation to observe the rules adopted

by the Board for the use of Common Areas that are applicable to all Owners, and a right to lien the condominium unit of the Condominium Owner for failure to make any and all payments under the License Agreement.

C. Recordation of the Membership Agreement in the office of the Recorder of Hendricks County, Indiana at the cost of the Condominium Owner.

D. Receipt by the Association of the first payment due under the Membership Agreement.

**ARTICLE 5
THE PERSIMMON GROVE SINGLE FAMILY HOA, INC.**

There has been created, under the laws of the State of Indiana, a nonprofit corporation to be known as "THE PERSIMMON GROVE SINGLE FAMILY HOA, INC."

Section 5.1. Membership in Association. Each Lot Owner shall automatically, upon taking deed to a Lot in the Development, become a member of the Association and agree to abide by these Covenants and the By-Laws of the Association and shall remain an abiding member until such time as their ownership of a Lot ceases. Membership in the Association shall terminate when such Owner ceases to be an Owner and will be transferred to the new Owner of his or her Lot; provided, however, that any person who holds the interest of an Owner in a Lot in this Development merely as security for the performance of an obligation shall not be a member until and unless he or she realizes upon his or her security, at which time he or she shall automatically be and become an Owner and a member of the Association.

Section 5.2. Voting Rights. The Association shall have the following classes of membership, with the following voting rights:

A. **Class A.** Class A members shall be all Owners except Class B members. Each Class A member shall be entitled to one (1) vote for each Lot of which such member is the Owner with respect to each matter submitted to a vote of the members upon which the Class A members are entitled to vote. When more than one (1) person constitutes the Owner of a particular Lot, all such persons shall be members of the Association, but all of such persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. A Membership in the Association shall only be transferred by the transfer of the record title of a Lot.

B. **Class B.** Class B members shall be the Developer and all successors and assigns of Developer designated by Developer as Class B members in a written notice mailed or delivered to the President of the Association. Each Class B member shall be entitled to five (5) votes for each Lot of which it is the Owner and five (5) votes for each individually numbered parcel of land shown upon, and identified as a Lot on the Plat, or any part thereof, of which it is the Owner (either as to the entire numbered parcel or any part thereof) which is not a "Lot" as defined in this Declaration, on all matters requiring a vote of the members of the Association. The Class B membership shall cease and terminate

upon the Applicable Date.

Section 5.3. Functions.

A. The Association shall maintain the Common Areas shown on the Plat including the improvements thereon and the Streets, and shall keep such area in a neat, clean and presentable condition at all times.

B. The Association shall be responsible for the maintenance of street signs and traffic control signs to the standards set by the Town of Avon.

C. The Association shall procure and maintain casualty insurance for the Common Areas, liability insurance and such other insurance, as it deems necessary or advisable.

D. The Association may contract for such service as management, snow removal, security control, and such other services as the Association deems necessary or advisable. Unless trash removal is provided by the municipality, the Board of Directors shall select a single trash removal contractor to service all Lots and Owners. No other trash service will be permitted.

E. The Association shall pay all taxes and assessments levied and assessed against, and payable with respect to, the Common Areas and shall pay any other necessary expenses and costs in connection with the Common Areas.

Section 5.4. Assessments.

A. **Authority to Create Lien.** The Association and/or Developer are hereby empowered to cause a lien to be placed against any Lot for the purposes of (1) recovering any funds due for annual assessments, special assessments, or recovering any funds expended by the Developer or the Association in maintaining any Lot or Block in a neat and attractive condition as contemplated by these Covenants and for the installation of sidewalks and or street trees as required within these Covenants, together with interest on those expenditures accruing at a rate of twelve percent (12%) per annum, and (2) recovering any attorneys' fees and related costs and expenses incurred by either the Developer or the Association in any proceeding initiated pursuant to the collection of the above funds or any proceeding initiated pursuant to these Covenants. No private, individual Owner shall have such a right to create a lien against a Lot pursuant to the terms of this Section. No liens shall be created on any Lot or Common Area owned by the Developer.

B. **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot, excluding the Developer, by acceptance of a deed or other conveyance therefore, whether or not it shall be expressed in such a deed, is deemed to covenant and agree to pay to the Developer or Association: (1) annual assessments or charges; (2) special assessments for capital improvements and operating deficits; such assessments to be established and collected as hereinafter provided; and (3) assessments or charges for expenditures by the Developer or the Association in maintaining the Lot or Block in a neat and attractive condition as contemplated by Section 2.1. The annual, special assessments, and maintenance assessments together with interest, costs, late fees, and reasonable attorney's fees, shall be a charge on the land until paid in full and shall be a continuing

lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, late fees and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment was due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them or unless, prior to such transfer, a written notice of the lien for such assessments shall have been recorded in the office of the Recorder of Hendricks County, Indiana. No charge, lien, or assessment shall ever be levied by the Association or individual Lot Owner against the Developer. The Developer shall not be liable for paying any Annual Assessments to the Association for any Lots owned by it or its designated successor developer.

C. Date of Commencement of Annual Assessment; Budget Approval. Annual Assessments shall be set for each calendar year and due and payable in one lump sum in advance on the first day of March each year or, if so determined by the Association's Board of Directors or Developer, in such other periodic installments or due dates as may be specified by the Board of Directors or Developer. If ownership of a Lot is conveyed after the first of January, the Annual Assessment for the current year shall be paid at closing, and the Annual Assessment shall be pro-rated, based on the calendar year, as of the date of closing.

Prior to the Applicable Date, without any approval or vote by the Owners, the Board of Directors shall fix the amount of the Annual Assessment in advance of the effective date of such assessment. Written notice of Annual Assessments and such other assessments as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto.

After the Applicable Date, the annual budget must reflect the estimated revenues and expenses for the budget year, and the estimated surplus or deficit as of the end of the current budget year. The Association shall provide each Owner with: (1) a copy of the proposed annual budget; or (2) written notice that a copy of the proposed annual budget is available upon request at no charge to the Owner. At the same time, the Association shall provide each Owner with a written notice of the amount of any increase or decrease in the Annual Assessment paid by the Owners that would occur if the proposed annual budget is approved. After all of the foregoing take place, the Association shall hold a meeting pursuant to the following subparagraph (D).

D. Association Meeting to Approve the Budget. After the Applicable Date, and subject to subparagraph (E) below, the Association budget must be approved at a meeting of the members by a majority of the members of the Association in attendance at a meeting called and conducted in accordance with the requirements of this Declaration, the Articles of Incorporation and the By-Laws. For purposes of this meeting, a member is considered to be in attendance at the meeting if the member attends: (1) in person; (2) by proxy; or (3) by any other means allowed under Indiana law or under this Declaration, the Articles of Incorporation or the By-Laws.

E. Power of the Board to Adopt a Budget in the Absence of a Quorum. If the number of members in attendance at the meeting held under subparagraph (D) above does not constitute a quorum as defined in the By-Laws of the Association, the Board may adopt an annual budget for the Association for the ensuing year in an amount that does not exceed one hundred ten percent (110%) of the amount of the last approved Association annual budget.

F. **Approval of Certain Contracts; Meeting; Vote by the Members.** The Board may not enter into any contract that would result in a Special Assessment or the increase in the existing Annual Assessment payable by the affected Owner in the amount of more than five hundred dollars (\$500) per year for each affected Owner unless: (1) the Board holds at least two (2) Association meetings of the Owners concerning the contract; and (2) the contract is approved by the affirmative vote of at least two-thirds (2/3) of the affected Owners. The Board shall give notice of the first such Association meeting to each member of the Association at least ten (10) calendar days before the date the meeting occurs.

The provisions in this subparagraph (F) do not apply to a contract entered into by a Board that would resolve, settle, or otherwise satisfy an act of enforcement against the Association for violating a state or local law.

G. **Borrowing Money; Approval by the Members.** The Association may not borrow money during any calendar year on behalf of the Association in an amount that exceeds the greater of:

- (1) five thousand dollars (\$5,000) during any calendar year; or
- (2) if the Association operated under an annual budget in the previous calendar year, an amount equal to at least ten percent (10%) of the previous annual budget of the Association;

unless borrowing the money is approved by the affirmative vote of a majority of the members of the Association voting under this provision. A vote held under this provision must be conducted by paper ballot. The Association shall distribute paper ballots to persons eligible to vote at least thirty (30) days before the date the votes are to be opened and counted. Votes cast under this provision shall be opened and counted at a public meeting held by the Association. None of the provisions and requirements in this subparagraph (G) shall apply to money borrowed by the Association that is needed to: (1) resolve, settle, or otherwise satisfy an act of enforcement against the Association for violating a state or local law; or (2) address an emergency that affects the public health, safety, or welfare.

H. **Due Dates.** The Board of Directors shall establish the due dates for all assessments. The Association shall, at any time and for a reasonable fee of up to and including \$150.00, furnish a certificate in writing signed by an officer or managing agent of the Association stating that the assessments on a specific Lot have been paid or that certain assessments or other charges against said Lot have not been paid, as the case may be. Annual Assessments for each Lot shall commence the first day of the month after each such Lot is sold or conveyed by the Developer to any other person or entity.

I. **Special Assessments.** In addition to the annual operating assessment, the Board of Directors or Developer may levy a special assessment 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 for operating deficits which the Association may from time to time incur, provided, however, that after the Applicable Date such assessment shall have the assenting vote of more than fifty percent (50%) of the total possible votes that may be cast by members of the Association, including both Class A members and Class B members. The votes shall be cast either in proxy or in person at a meeting duly called for such purpose. Written notices for such meetings shall be sent and voting quorums required as set forth in the By-Laws of the Association. The Developer shall

not be liable for paying any special assessments under this Section 5.4(D).

J. Failure of Owner to Pay Assessments. Except for Developer and its designated successors, no Owner may exempt himself or herself from paying Annual or Special Assessments or any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas, or by abandonment of the Lot belonging to such Owner. Except for Developer and its designated successors, each Owner shall be personally liable for the payment of all Annual and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Annual or Special Assessments when due, the lien for such assessment on the Owner's Lot may be foreclosed by the Board for and on behalf of the Association as provided by law. Upon the failure of an Owner to make payments of any Annual or Special Assessments within ten (10) days after such are due, the Board, in its discretion, may:

- (i) Impose a late charge, which will be considered an addition to the assessment, in an amount to be determined by the Board;
- (ii) Suspend such Owner's right to use the recreational facilities within the Development;
and
- (iii) Suspend such Owner's right to vote if the Owner is more than six (6) months delinquent.

In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Lot shall be jointly and severally liable for the payment to the Association of reasonable rental for such Lot, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Annual or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Annual or Special Assessments without foreclosing or waiving the lien securing the same. In connection with any effort to collect or in any action to recover an Annual or Special Assessment, regardless of whether litigation is initiated, the Board, for and on behalf of the Association, shall be entitled to recover from the Owner of the Lot, not only the delinquent Annual or Special Assessments, but also all late charges imposed, all court costs, all costs of collection, charges, fees and expenses incurred by the Association with respect to such collection effort or action, including but not limited to charges, costs, fees or other expenses incurred by the Association to a managing agent (if any) for administering, monitoring or processing delinquent Owners' accounts, and reasonable attorney's fees. The Association need not accept any tender or a partial payment of an Assessment, or any installment of an Assessment, and all costs, expenses, charges and attorney fees attributable thereto, and any acceptance of any such tender shall not be deemed to be a waiver of the Association's right to demand and receive full payments thereafter. In addition, the Board shall have the power to adopt by Board resolution additional rules and regulations or delinquency procedures.

K. Notification. Every Owner of a Lot in the Development and any person who may acquire any interest in any Lot in the Development, whether as Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said Lot at the time of acquisition of such interest are valid liens and shall be paid. Every person who shall

become an Owner of a Lot in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association and Developer all charges that the Association or Developer shall make pursuant to the Covenants.

L. **Subordination of Assessment Lien to Mortgage.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Notwithstanding anything contained in this Declaration, the Articles or the By-Laws, any sale or transfer of a Lot to a first mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof; or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosures shall extinguish the lien of any unpaid installment of any Annual Assessment or Special Assessment as to such installment which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien cannot relieve the prior owner from personal liability therefore. No such sale, transfer or conveyance shall relieve the Lot or the purchaser at such foreclosure sale or grantee in the event of conveyance in lieu thereof, from liability for any installments of Annual Assessments or Special Assessments thereafter Special Assessments, the lien for which has been divested as aforesaid shall be deemed to be a common expense collectible from all Owners (including the party acquiring the subject Lot from which it arose).

M. **Initial Operating/Reserve Fund Assessment.** Upon the closing of the initial conveyance of each Lot by Developer to a Builder or Owner, the purchaser of such Lot shall pay to the Association, in addition to any other amounts then owed or due to the Association, as an advance contribution to the Association's operating fund and/or capital reserve fund, an amount Determined by the Developer, which amount shall not exceed the sum of Two Hundred Fifty Dollars (\$250) against such Lot, which payment shall be non-refundable and shall not be considered as an advance payment of any other Assessment or other charge owed to the Association with respect to such Lot. Additional funding of the Reserve Fund may be charged as part of the annual dues of the Association in an amount determined by the Developer or Board of Directors.

Section 5.5. Management of Board of Directors. The business and affairs of the Association shall be governed and managed by the Board of Directors. Except for those persons designated by Developer as a member of the Initial Board, no person shall be eligible to serve as a member of the Board of Directors unless he or she is, or is deemed in accordance with this Declaration to be, an Owner.

Section 5.6. Initial Board of Directors. The initial Board of Directors shall be composed of not more than three or less than five persons designated or to be designated by the Developer. Notwithstanding anything to the contrary contained herein, or any other provisions of this Declaration or these Articles, (a) the Initial Board shall hold office until the first meeting of the members of the Association occurring on or after the latter of the Applicable Date or until Developer no longer owns any of the Lots, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to such first meeting occurring on or after the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by Developer, who shall thereafter be deemed a member of the Initial Board. Each Owner, by acceptance of a deed to a Lot with, or by acquisition of any interest in a dwelling house

by any type of juridic acts, inter vivos or causa mortis, or otherwise, shall be deemed to have appointed Initial Board of Directors as such Owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said Owner's right to vote, and to vote as the Initial Board of Directors determines, on all matters as to which members of the Association are entitled to vote under the Declaration, these Articles or otherwise. This appointment of the Initial Board of Directors as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same. Each person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Developer to fill a vacancy, shall be deemed a special member of the Corporation and an Owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered either a member of the Association or an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a member of the Association).

Section 5.7. Additional Qualifications of Board of Directors. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee, shall be eligible to serve on the Board of Directors, except that no single Lot or dwelling house may be represented on the Board of Directors by more than one person at a time.

Section 5.8. Term of Office and Vacancy of Board of Directors. Subject to the provisions of Section 5.6, the Board of Directors shall be elected at each annual meeting of the Association. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the first meeting of the members occurring on or after the Applicable Date provided herein. After the Applicable Date each member of the Board of Directors shall be elected for a term of two (2) years, such terms shall be staggered. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. After the Applicable Date, Directors may serve no more than two consecutive terms. Subject to the provisions of Section 5.6 as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the Owners if a Director is removed in accordance with Section 5.9. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified.

Section 5.9. Removal of Directors. A Director or Directors, except the members of the Initial Board, maybe removed with or without cause by vote of a majority of the votes cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners and until his successor is duly elected and qualified.

Section 5.10. Duties and Powers of the Board of Directors. The duties and powers of the Board of Directors shall be set forth in the By-Laws.

Section 5.11. Limitation of Board Action. After the Applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$10,000.00 without obtaining the prior approval of a vote of the Owners except that in the following cases such approval shall not be necessary:

A. Contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received or for which the insurance carrier has acknowledged coverage;

B. Proposed contracts and proposed expenditures expressly set forth in the annual budget as approved by the Board of Directors. However, the Board may reallocate funds to items in the budget so long as the total budgeted funds are not exceeded and by doing so, the total budget will not be increased; and

C. Expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

Section 5.12. Compensation of Board of Directors. No Director shall receive any compensation for his services as such, except to such extent as may be expressly authorized by a vote of the Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 5.13. Non-Liability of Directors and Officers. The Directors and officers of the Association shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors and officers, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors and officers against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors and officers shall have no personal liability with respect to any contract made by them on behalf of the Association.

Section 5.14. Additional Indemnity of Directors and Officers. The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a director or officer of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such director or officer is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such director or officer the reasonable costs of settlement of or judgment rendered in any action, suite or proceeding, if it shall be found by a vote of the Owners that such director or officer was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a director or officer, no director or officer shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such director or officer relied on the books and records of the Association or statements or advice made by or prepared by the managing agent (if any) or any other officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Corporation to render advise or service unless such director or officer had actual knowledge of the falsity or incorrectness thereof nor shall

a director or officer be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 5.15. Bond of Board of Directors. The Board of Directors may provide surety bonds and may require the Managing Agent (if any), the treasurer of the Association, and any other officers as the Board deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be an expense of the Association payable from assessments collected under Section 5.4.

Section 5.16. Initial Management. Notwithstanding anything to the contrary contained in this Declaration, Developer shall have, and Developer hereby reserves to itself the exclusive right to manage or designate a Managing Agent for the Real Estate and Common Areas, and to perform all the functions of the Association, until the Applicable Date. Developer may, at its option, engage the services of a Managing Agent affiliated with it to perform such functions and, in either case, Developer or such Managing Agent shall be entitled to reasonable compensation for its services. The Association shall engage an independent management company that is in the business of managing homeowner associations to act as the Management Agent for the Association for a period of not less than three years after the Applicable Date.

Section 5.17. Termination of the Initial Board of Directors. The Initial Board of Directors shall hold office until the first meeting of the members of the Association occurring on or after the Applicable Date. At least thirty (30) days prior to the Applicable Date the Association shall have a meeting of the Lot Owners at which a new Board of Directors shall be elected pursuant to the guidelines of the By-Laws. In the event that a Board of Directors have not been voted in by the Association by the Applicable Date, the Developer shall hire a Professional Property Agent which shall serve as the Board of Directors until such time as the Association elects a Board of Directors.

Section 5.18. Shortfalls. Notwithstanding anything in this Article 5 to the contrary, under no circumstances shall Developer be responsible for any shortfall or deficiency of funds of the Association necessary to discharge its obligations under this Declaration or its By-Laws. Each Owner, by acquiring title to a Lot, acknowledges that the Developer may, but is no way obligated to, voluntarily fund all or any portion of a shortfall or deficit of the Association. Should Developer voluntarily fund all or any portion of a shortfall or deficit, such funding shall not obligate Developer to fund any future shortfalls or deficits.

ARTICLE 6 GRIEVANCE RESOLUTION PROCEDURES

Section 6.1. Introduction and Definitions. The Association, the Developer, the Owners, the Board of Directors, and all persons subject to this Declaration (collectively, the "Parties") agree to encourage the amicable resolution of disputes involving Persimmon Grove Development and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party hereby covenants and agrees that the grievance resolution procedures set forth in this Article 6

apply to all Claims as hereafter defined. As used in this Article 6 only, the following words, when capitalized, have the following specified meanings:

A. "Claim" means any claim, grievance, or dispute between Parties involving the Development, except Exempt Claims (as defined below). "Claims" include, without limitation:

- i. Claims arising out of or relating to the interpretation, application, or enforcement of the Covenants.
- ii. Claims relating the rights and/or duties of Association, the Developer, or the Board of Directors under the Covenants.
- iii. Claims relating to the maintenance of the Development.

B. "Claimant" means any Party having a Claim against any other Party.

C. "Exempt Claims" means the following claims or actions, which are exempt from this Article 6 (unless the Party having the Exempt Claim elects not to treat it as exempt from this Article 6):

- i. The Association's claim for Assessments and any action by the Association to collect Assessments.
- ii. An action by a Party to obtain a temporary restraining order or equivalent emergency equitable relief to maintain the status quo and preserve the Party's ability to enforce the provisions of the Covenants.
- iii. Enforcement of the easements, architectural control, maintenance, and use restrictions of the Covenants.
- iv. A suit to which an applicable statute of limitations would expire within the notice period of this Article 6, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article 6.
- v. A dispute that is subject to alternate dispute resolution – such as mediation or arbitration – by the terms of applicable law or another instrument, such as a contract or warranty agreement, in which case the dispute is exempt from this Article 6, unless the Parties agree to have the dispute governed by this Article 6.

D. "Respondent" means the Party against whom the Claimant has a Claim.

Section 6.2 Mandatory Procedures. Claimant may not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article 6.

Section 6.3 Notice. Claimant must notify Respondent in writing of the Claim (the "Claim Notice"), stating plainly and concisely: (1) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (2) the basis of the Claim (i.e., the provision of the Covenants or other authority out of which the Claim arises); (3) what Claimant wants Respondent to do or not do to resolve the Claim; and (4) that the Claim Notice is given pursuant to this Article 6.

Section 6.4. Negotiation. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within 30 days after Respondent's receipt of the Claim Notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. At such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the property that is subject to the Claim for the purposes of inspecting the property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the property to take and complete corrective action.

Section 6.5. Mediation. If the parties negotiate but do not resolve the Claim through negotiation within 60 days from the date of the Claim Notice (or within such other period as may be agreed on by the parties), Claimant will have 30 additional days to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30 day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

Section 6.6. Termination of Mediation. If the Parties do not settle the Claim within 30 days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit.

Section 6.7. Allocation of Costs. Except as otherwise provided in this Article 6, each Party bears all of its own costs incurred prior to and during the proceedings described in the Claim Notice, Negotiation, and Mediation Sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator.

Section 6.8. Enforcement of Resolution. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of the agreement, then the other Party may file suit to enforce the agreement. In that event, the Party taking action to enforce the agreement is entitled to recover from the non-complying Party all costs incurred in enforcing the agreement, including without limitation, attorney's fees and court costs.

Section 6.9. General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

Section 6.10. Settlement Authority. The Board on behalf of the Association and without consent of Owners, is hereby authorized to negotiate settlement of litigation, and may execute any document related hereto, such as settlement agreements and waiver or release of claims.

**ARTICLE 7
ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY**

Section 7.1. Additions. As of the date of the execution of this Declaration, the Property consists solely of the Real Estate. Declarant shall have the right, and hereby reserves on to itself the unilateral right, at any time, and from time to time, at any time prior to the end of the Development Period, to add to the Property and subject to this Declaration all or any part of the Additional Real Estate. Any portion of the Additional Real Estate shall be added to the Property, and therefore and thereby becomes a part of the Property and subject in all respects to this Declaration and all rights, obligations, and privileges herein, when Declarant places of record in Hendricks County, Indiana, a written instrument or written statement so declaring the same to be part of the Property, which written instrument or written statement may be contained in a Plat, or an amendment or supplement to this Declaration. Any such written instrument or written instrument may contain modifications hereto and additional terms, conditions, restrictions, maintenance obligations, and assessments as may be necessary to reflect the different character, if any, of the Additional Real Estate.

Upon recording of any such instrument on or before the end of the Development Period, the real estate described therein shall, for all purposes, thereafter be deemed a part of the Property and the Owners of any Lots within such real estate shall be deemed for all purposes, to have and be subject to all of the rights, duties, privileges, and obligations of Owners of Lots within the Property. No single exercise of Declarant's right and option to add and expand the Property as to any part or parts of the Additional Real Estate shall preclude Declarant from thereafter from time to time further expanding and adding to the Property to include other portions of the Additional Real Estate, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Additional Real Estate so long as such expansion is accomplished on or before the end of the Development Period. Such expansion of the Property shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Declarant, is entirely at the sole discretion of the Declarant, and nothing contained in this Declaration or otherwise shall require Declarant to expand the Property beyond the Real Estate, or to any portions of the Additional Real Estate, which Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration.

Section 7.2 Withdrawals. So long as it has a right to annex or subject to this Declaration the Additional Real Estate pursuant to Section 8.1, Declarant reserves the unilateral right in its sole discretion to amend this Declaration for the purpose of removing any portion of the Property, which has not yet been improved with Dwellings, from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Declarant.

**ARTICLE 8
DECLARANT'S RIGHTS**

Section 8.1 Transfer Any and all of the rights and obligations of the Declarant set forth in this Declaration may be transferred, in whole or in part, to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded with the Recorder of Hendricks County, Indiana.

Section 8.2 Development Nothing in this Declaration shall be construed or applied in a manner that limits or restricts the Declarant in the development of the Property or the construction of Dwellings within the Property. Therefore, notwithstanding anything in this Declaration to the contrary, the Declarant may maintain and carry out upon any portion of the Property, including any Common Area, Lot, and/or such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Property and the construction or sale of Dwellings including, without limitation, business offices, signs, model units, sales offices, and sales trailers.

**ARTICLE 9
AMENDMENT TO THIS DECLARATION**

Section 9.1 The Developer may amend this Declaration, from time to time, prior to the Applicable Date. After the Applicable Date this Declaration may be amended by a favorable vote of the Owners of at least 2/3 of the total number of Lots; 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. Any amendment to this Declaration shall be valid until recorded in the Office of the Recorder of Hendricks County, Indiana.

**ARTICLE 10
MISCELLANEOUS**

Section 10.1 Severability. Invalidation of anyone 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 10.2 Statute of Frauds. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of the current Queen of England.

This Declaration of Covenants, Conditions and Restrictions was made as of this 29th day of JUNE, 2012.

Pulte Homes of Indiana, LLC, by:

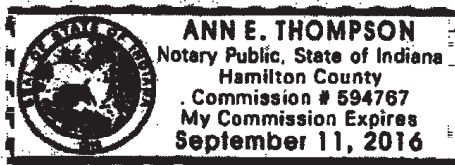
[Signature]
Signature

Matthew D. Lohmeyer Director of Land Dev.
Printed Name & Title

STATE OF INDIANA)
COUNTY OF Hamilton) SS:

Before me, a notary public, in and for said County and State, personally appeared Matthew Lohmeyer, the Director of Land Dev. for Pulte Homes of Indiana, LLC, who acknowledged execution of the within and foregoing for and on behalf of said limited liability company.

Witness my hand and notarial seal this 29th day of June, 2012.



[Signature]
Notary Public - Signature
Ann E Thompson
Printed

My Commission Expires: 9-11-16

Residence County: Hamilton

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law." Timothy E. Ochs, Esq.

This instrument prepared by, and should be returned to, Timothy E. Ochs, Esq., Ice Miller, LLP, One American Square, Suite 2900, Indianapolis, IN 46282-0200. (317) 236-5952.