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80 AUG 30 1979 00655-900 DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
PRESTWICK GLEN

Marville Abbott
RECORDER HENRICKS COUNTY

THIS DECLARATION, made this 9th day of August,
1979, by INDUN REALTY, INC., an Indiana corporation ("Declarant"),
WITNESSES:

WHEREAS, Declarant is the owner of certain real estate in
Hendricks County, Indiana, more particularly described in Exhibit "A"
attached hereto ("Real Estate"), which shall constitute the first
phase of a cluster home development to be known as "Prestwick Glen";
and

WHEREAS, the Declarant is the owner of additional real
estate described in Exhibit "D" hereto, which at the election of
Declarant and upon annexation hereto, will constitute a part of the
Prestwick Glen development; and

WHEREAS, Declarant intends to develop Prestwick Glen by
subdividing the Real Estate into "Lots" to be used for residential
purposes, as shown on the Master Plat of Prestwick Glen - Section I,
attached hereto as Exhibit "C", and by establishing common areas to
be owned by a homeowners association to which the owner of a
residential Dwelling in Prestwick Glen must belong and pay lien
supported maintenance assessments; and

WHEREAS, Declarant, is the owner of certain residential
Dwellings and certain other improvements heretofore constructed and
hereafter to be constructed on the Real Estate, and it is the desire
and intention of the Declarant to sell and convey such Dwellings and
the Lots upon which they are constructed to various purchasers
subject to the covenants, conditions and restrictions herein reserved
to be kept and observed; and

WHEREAS, by the recordation hereof, the common areas shown
on Exhibit "C" shall be deemed conveyed to the Association for the
common use and enjoyment of and maintenance by the Owners ("Common
Areas"); and

WHEREAS, Declarant reserves the right to annex all or any
part of the real estate described in Exhibit "D" upon execution and
recordation of an amended declaration by Declarant, which shall
automatically include the land described therein within this Declara-
tion, and such annexation shall require no approvals or other action
by either the Owners or the Board of Directors of the Association;

NOW, THEREFORE, Declarant hereby declares that all of the
Real Estate, as described in Exhibit "A", shall be held, sold, con-

7728 Apr. 29 1983

For Amended, Conditions + Restrictions

see memo 56 page 695-700

Annex of Morphew R.H.C.

9811 Dated May 15, 1986

For Assent of Rights Title +

Assent see memo 107 pgs. 939-41

Bonnie L. Morphew R.H.C.

add

veyed, hypothecated, encumbered, used and occupied subject to the terms, provisions, covenants and restrictions set forth in that certain Declaration dated February 4, 1975, and recorded on February 5, 1975, as Instrument No. 6410 in the Office of the Recorder of Hendricks County, Indiana (hereinafter referred to as the "CSA Declaration"); and further subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Real Estate and be binding upon all parties having any right, title or interest in the Real Estate or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. Definitions. Certain terms, as used in this Declaration and Exhibits attached hereto, shall be defined as follows, unless the context clearly indicates a meaning different therefor:

- (a) "Declarant" shall mean and refer to Indun Realty, Inc., its successors and assigns;
- (b) "Association" shall mean and refer to Prestwick Glen Homeowners Association, Inc., an Indiana not-for-profit corporation, its successors and assigns;
- (c) "By-Laws" shall mean and refer to the By-Laws of the Association attached hereto as Exhibit "B";
- (d) "Master Association" shall mean and refer to Prestwick Community Services Association, Inc., an Indiana not-for-profit corporation, its successors and assigns;
- (e) "CSA Declaration" shall mean and refer to a certain Declaration of Covenants, Conditions and Restrictions, dated February 4, 1975, and recorded February 5, 1975, as Instrument No. 6410 in the Office of the Recorder of Hendricks County, Indiana, as supplemented, establishing certain restrictive covenants, requiring membership of all owners and establishing lien-supported maintenance assessments; to which CSA Declaration the Real Estate has been made subject by a Supplemental Declaration dated August 9, 1979, and recorded on August 30, 1979, as Instrument No. 5816 in the Office of the Recorder of Hendricks County, Indiana;
- (f) "Real Estate" shall mean and refer to the real estate described in Exhibit "A", and such additions thereto from the real estate described in Exhibit "D" as may here-

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after be brought within the jurisdiction of the Association by amended declarations;

(g) "Lot" shall mean and refer to a plot of land as shown on the Master Plat of Prestwick Glen, attached hereto as Exhibit "C". The Declarant has planned 29 Lots on the Real Estate. Each Lot shall contain a single-family residential Dwelling with an attached garage, also as shown on the Master Plat;

(h) "Dwelling" shall mean and refer to a single family residence erected on a Lot within the Real Estate;

(i) "Common Area" shall mean that portion of the Real Estate which is not a Lot, including but not limited to all streets (except Crossbridge Road), courtyards and parking areas within the Real Estate, and shall be owned by the Association for the common use and enjoyment of the Owners as shown on the Master Plat attached hereto as Exhibit "C". All Common Areas shall be deemed to be conveyed to the Association upon recordation of the Declaration and Master Plat covering such Common Area;

(j) "Limited Common Area" shall mean any portion of the Real Estate owned by the Association which is restricted in use to a particular Lot, as identified in the appropriate Master Plat;

(k) "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation;

(k) "Phases of Development" means distinct stages of development of a single cluster home development. Declarant contemplates that this Declaration and the Real Estate described herein shall constitute the first phase of a total development to be known as "Prestwick Glen".

ARTICLE II

Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to the use of any recreational

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facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument, signed by fifty-one percent (51%) of the members of each Class, agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to the members of his family, his tenants, guests or contract purchasers who reside on a Lot.

Section 3. Parking Rights. Parking spaces may be provided as part of the Common Area for the use of the guests or invitees of the Owners. The Association may establish rules and regulations for use of any parking spaces within the Common Area.

Section 4. Property Subject to Declaration. The properties which are and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration are located in Hendricks County, State of Indiana, and are more particularly described on Exhibit "A", attached hereto and by this reference made a part hereof.

Section 5. Title to Common Areas. The Common Area shown on each Master Plat shall be deemed conveyed to the Association, in fee simple absolute, at the time of recordation of this Declaration or any amended declaration recorded pursuant to Article VII; such conveyance to be subject to taxes for the year of conveyance, and to restrictions, conditions, limitations and easements of record.

ARTICLE III

Membership and Voting Rights

Section 1. Every Owner of a Lot which is subject to assessment, as defined in ARTICLE IV, Section 1, shall be a member of the Association. For purposes of determining classes of membership, a Class "A" Member shall be the Owner of any conveyed Lot containing a Dwelling, and the Class "B" Member shall be the Declarant with respect to any unconveyed, platted Lot, whether or not containing a Dwelling. Each reference to a Lot in Section 2(a) or 2(b) of this Article shall be deemed to be a conveyed Lot containing a Dwelling or an unconveyed, platted Lot, whether or not containing a Dwelling.

Section 2. The Association shall have two (2) classes of Membership:

(a) Class A. Every person, group of persons or entity, other than the Declarant, who is a record Owner of a fee interest in any Lot which is or becomes subject, by covenants of record, to assessment by the Association shall automatically be a Class A member of the Association; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. A Class A membership shall be appurtenant to and may not be separated from ownership of the Lot which is subject to assessment. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Lot, then the vote for the membership appurtenant to such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event agreement is not reached, the vote attributable to such Lot shall not be cast;

(b) Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each platted Lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

- (i) Whenever the total votes outstanding of Class A membership equal the total votes outstanding in Class B membership; or
- (ii) On January 1, 1986, in the event all the Lots have not been conveyed to the Owners or the Class B memberships have not been surrendered by the then holders thereof for cancellation on the books of the Association.

ARTICLE IV

Covenant for Maintenance Assessments Class A & Class B Members

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; and (ii) special assessments for capital improve-

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ments, such assessments to be established and collected as hereinafter provided.

All sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis, and shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas and facilities, which funds shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas and facilities. This fund for capital expenditures shall be maintained in a separate interest bearing account with a bank or savings and loan association authorized to conduct business in the State of Indiana.

Until the first annual meeting of the Association as provided under the By-Laws, all assessments shall be paid to Declarant and Declarant shall be responsible to pay all budgeted Association expenses.

In addition, as each assessment is paid to Declarant, that portion of the assessment allocable to the replacement reserve fund shall be deposited and maintained in a separate interest bearing account as defined above.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but such delinquent accounts shall remain a lien upon the Lot subject to foreclosure.

Section 2. Purpose of Assessments. The assessments levied by the Association on a Lot shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, including but not limited to, mowing, fertilization and seeding within the Common Area, cultivation of flower and shrub beds and caring for trees within the Common Areas, maintenance and repair of streets, curbs and paved parking areas within the Common Areas, snow removal from Common Areas, street light maintenance, and payment of taxes and insurance on Common Areas, all as more particularly described in the By-Laws.

Section 3. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to a Lot on the first day of the month following the recording of this Declaration or the amended declaration creating such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall

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fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment on a Lot is binding upon the Association on the date of its issuance.

Section 4. Uniform Rates of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots. Annual assessments may be paid on a monthly, quarterly or semi-annual basis; but, if paid on other than an annual basis, default in the payment of any one installment shall cause the entire unpaid assessment for the year in which the delinquency occurs to become immediately due and payable.

Section 5. Maximum Annual Assessment:

(a) Until January 1 of the year immediately following the date of recordation hereof, the maximum annual assessment shall be THREE HUNDRED SIXTY Dollars (\$ 360.00), per Lot. For the ensuing three (3) calendar years, because of uncertainties in usual and ordinary Common Area expenses due to the Indiana real property reassessment, rising cost of energy and other unforeseeable operating expenses, the Board of Directors of the Association may increase the assessment by a sum not to exceed 20% per annum without vote of the membership. However, any such increases shall be documented by normal accounting procedures and distributed to the membership to demonstrate that such increases are attributable to increases in operating expenses or increases in Common Area required to be maintained by the Association, and no portion of such increases shall inure to the benefit of the Declarant and the moneys received shall be entirely expended on Association expense;

(b) From and after January 1, 1983, the maximum annual assessment per Lot may be increased each year, not more than ten percent (10%) above the maximum assessment for the previous year, without a vote of the membership;

(c) From and after January 1 of the year immediately following the date of recordation hereof, the maximum annual assessment per Lot may be increased above the maximum percentage determined in paragraphs (a) or (b) of this Section 5 by a vote of two-thirds (2/3) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose;

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(d) The Declarant shall not be required to pay an annual assessment for any Lot owned by it; provided, however, that until the first annual meeting of the members held pursuant to the By-Laws, Declarant shall pay any operating deficits suffered by the Association in excess of the budget for that year;

(e) The Board of Directors may fix the annual assessment per Lot at an amount not in excess of the maximum.

Section 6. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; provided, that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A members.

Section 7. Notice and Quorum for any Action Authorized Under Sections 5 and 6. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5 or 6 shall be sent to all Class A and Class B members not less than ten (10) days, nor more than thirty (30) days, in advance of the meeting. At the first such meeting called, the presence of Class A and Class B members or of proxies entitled to cast thirty percent (30%) of all the votes of the Class A and B membership shall constitute a quorum.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment for a Class A membership not paid within thirty (30) days after the due date shall become delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear a late charge of one and one-half percent (1-1/2%) per month. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 9. Subordination of the Lien to Mortgages. The Lien of the assessments provided for in this Article shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VMaintenance of Dwellings and Lots

Section 1. Obligation for Maintenance on Owner. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to maintain his Lot and the Dwelling and fencing thereon in good order and repair, and in a sightly condition; including, without limiting the generality of the foregoing, painting, repairing, replacing and caring for roofs, skylights, gutters, downspouts, exterior building surfaces, patios, balconies, fences, Trash Enclosures, doors, windows and glass surfaces, mowing lawn areas of Lots and caring for trees and shrubs on the Lot.

Section 2. Maintenance Easement. There is hereby retained by Declarant, for its benefit and for the benefit of each Lot, a perpetual easement on adjoining Lots to enter upon such adjoining Lots for performance of maintenance and repair work required under Section 1 above upon the Dwelling and fencing erected upon the Lot benefited by such easement. Any persons entering upon a Lot under the easement rights granted hereunder shall be responsible for repair of any damage resulting from the use of the easement granted under this Section 2.

Section 3. Association and Architectural Control Committee Authority:

(a) In order to maintain overall harmony in exterior aesthetics, the Association, through the Architectural Control Committee, shall have the authority to set specifications for materials to be used in repair and maintenance work, including color designations. All repair and maintenance work shall be done in conformance with plans and specifications, including colors and finishes, of original construction until notice to the contrary is published by the Association and mailed to all Owners;

(b) The Association may, in the interest of the general welfare of all the Owners of Lots and after reasonable notice to the Owner, enter upon the Lot to perform necessary repair and maintenance not performed by the Owner. The Owner shall repay the Association for the amount actually expended for such repairs or maintenance and the Association shall have a lien against the Lot and Dwelling to secure repayment of the debt, which shall be collectible by any lawful procedure permitted by the laws of the State of Indiana. The lien shall be subordinate to the lien of any first mortgagee and shall be enforceable in the same manner as any lien created by failure to pay annual assessments.

ARTICLE VI

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Lot Lines, Fences,
Encroachments and Easements

Section 1. Original Construction. As indicated on the Master Plat attached hereto as Exhibit "C", in most instances the Dwellings constructed on the Lots have been built on one of the side lines of their respective Lots. In addition, fences have been constructed as a part of the overall architectural scheme of Prestwick Glen, all as shown on the Master Plat. All fences constructed or to be constructed by Declarant as part of the original construction of improvements on the Lots shall be maintained and shall not be removed without the consent of the Declarant so long as Declarant holds a Class B membership, or the Architectural Control Committee of the Association after the Class B membership expires.

Section 2. Encroachments by Dwellings and Fences. If any portion of a Dwelling, including foundations, walls, roofs, gutters, overhangs, or of any fences or other improvements, shall encroach upon any other Lot or upon the Common Area as a result of the construction of the Dwelling or fence, a valid, perpetual easement for the encroachment and for its maintenance is retained by the Declarant for its benefit and for the benefit of the Association and any owner of a Lot whose Lot is affected thereby and shall exist perpetually. In the event any Dwelling, fence or other improvement on a Lot shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachments shall be permitted, and a valid easement for such encroachments is hereby reserved by Declarant for its benefit and for the benefit of the Association and any owner of a Lot whose Lot is affected thereby and shall exist perpetually.

Section 3. Special Easements:

(a) Trash Enclosures. Due to site configuration and development patterns, the following easements for access to and use of Trash Enclosures constructed as part of the original construction of the improvements on the Lots and depicted on Exhibit "C" hereto, are retained by Declarant over the Lots hereinafter defined ("Lot Burdened"), for the benefit of the Lots hereinafter indicated ("Lots Benefited"), and the owners of such Lots, which easements shall be perpetual:

<u>Lot Burdened</u>	<u>Lot Benefited</u>
30	29
31	33
35	36

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Such easements and the Trash Enclosure to which they pertain are indicated on the Master Plat by an arrow drawn to the Benefited Lot, which arrow is marked "ES".

(b) Area Lights. Light poles and standards have been or will be constructed at the approximate locations depicted on the Master Plat attached as Exhibit "C". Declarant hereby retains a valid, perpetual easement for its benefit and the benefit of the Association to enter upon the Lots hereinafter designated for the construction, maintenance and repair of the light poles, standards and the lights therein upon Lots No. 15, 18, 21, 22 and 26.

Section 4. Drainage Easements. There are hereby created "Drainage Easements" across portions of various Lots as indicated on the Master Plat, attached hereto as Exhibit "C", which Drainage Easements are intended to handle variations in the level of the lake adjacent to the affected Lots. Said Drainage Easements shall be of varying widths and as generally represented on the Master Plat. The Real Estate shall, in addition, be subject to an easement for the benefit of adjoining property owners for the flow and passage of storm and surface waters.

Section 5. Blanket Easements. There is hereby created a blanket easement upon, across and under all of the Common Area and the Lots for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, storm and sanitary sewers, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for providing electrical and/or telephone companies to erect and maintain the necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, upon, across and under the roofs and exterior walls of the Dwellings. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area and any Lot to perform the duties of maintenance and repair of the Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said property, except as initially programmed and approved by the Declarant, or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this ARTICLE VI shall in no way affect any other recorded easement on said premises. An easement is granted to the Board of Public Works, all law enforcement agencies

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and the fire department to enter upon the property in the performance of their duties.

Section 6. Underground Electrical Service. Underground single phase electric service shall be available to all Dwellings on the aforesaid Lots and to the lighting for the Common Area, and the metering equipment shall be located at points to be designated by the utility company. The utility company furnishing the service shall have an easement for access to the lines and the meters.

Easements for the underground service may be crossed by streets, driveways, walkways and fences installed by the Declarant. Such easements for the underground service shall be kept clear of all other improvements, including buildings, patios or other pavings, other than streets, crossing walkways, driveways or fences.

ARTICLE VII

General Provisions

Section 1. Enforcement. These covenants, conditions and restrictions may be enforced by the Association or any Owner. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain or enjoin violation, condition or damages, and against the land to enforce any lien created by the Owner; and the failure or forbearance by the Association or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants, conditions or restrictions cannot be adequately remedied by action at law or by recovery of damages.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date of recordation of this Declaration; after which, the said covenants shall be automatically extended for successive periods of ten (10) years each, unless

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by a two-thirds (2/3) vote of all Class A members of the Association such covenants and conditions are altered or revoked.

Section 4. Amendment to Declaration:

(a) By Owners. This Declaration may be amended by the vote of at least 75% of all Lot Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws of the Association, which such amendment shall become effective upon recordation of a written instrument duly executed and acknowledged by 75% of the Lot Owners in the Office of the Recorder of Hendricks County, Indiana; provided, however, that any such amendment made pursuant hereto which amends or alters the voting rights, shall require the approval of all Lot Owners and shall become effective only upon recordation in the appropriate registry of a written instrument executed and acknowledged by all Lot Owners;

(b) Reserved Rights of Declarant. Notwithstanding anything herein to the contrary, until all Dwellings subject to this Declaration have been sold by Declarant, no amendment to this Declaration shall be effective unless approved in writing by Declarant; and during said period, Declarant reserves the right to change the interior design and arrangement of any unsold Dwellings, to alter the boundaries between Lots, and to add such additional common facilities or recreational facilities as it may deem desirable without amendment of this Declaration in the manner hereinbefore set forth;

If Declarant shall make any changes in Lot boundaries, as provided in this subparagraph (b), such changes shall be reflected by an amendment of this Declaration with a new Master Plat attached reflecting such authorized changes, and said amendment need only be executed and acknowledged by Declarant;

(c) Addition of New Phases. Declarant intends that Prestwick Glen will ultimately consist of up to a total of 200 Lots, including the 29 Lots described in the within Declaration. Said 200 Lots will consist of the initial phase covered by the within Declaration consisting of 29 Lots and designated as Prestwick Glen - Section I, and one or more additional phases so that upon completion of the total Lots contemplated, Prestwick Glen will consist of 200 Lots. Said additional Lots will be contained in one or more phases to be constructed on an approximately 23.4448 acre tract of land, the approximate boundaries of which are described in Exhibit "D", attached hereto and made a part hereof. Accordingly, Declarant reserves the right to amend this Declaration at any time within seven (7) years from the date of recordation hereof without the consent of the Owners

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(f) the cost of painting, maintaining, replacing and repairing the Common Areas and Community Facilities, and such furnishings and equipment for the Common Areas and Community Facilities, and the Board of Directors shall have the exclusive right and duty to acquire the same; and

(g) the cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law, the Declaration, or otherwise; or which, in the discretion of the Board of Directors, shall be necessary or proper for the operation of the Project and the Common Areas or Community Facilities; and

(h) the amount of all taxes and assessments levied against the Association or upon any property which it may own, or which it is otherwise required to pay, if any; and

(i) any amount necessary to discharge any lien or encumbrance levied against the Common Areas or Community Facilities, or any portion thereof; and

(j) such amounts as may be determined by the Board to establish operating reserves, reserves for replacement and capital expenditures, and to make up any deficit in the common expenses for any prior year.

Section 2. Annual Assessments. The Association will obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration as supplemented by the provisions of these By-Laws.

Section 3. Capital Contributions. The Board of Directors may, from time to time, require each Class A Member to make periodic contributions to the capital of the Association, which contributions shall be treated as paid-in-surplus and shall be maintained in a segregated trust account. Such funds shall be withdrawn from trust and expended only for deferred maintenance replacement of capital assets and the extraordinary repair and maintenance capital assets. When paid, such contributions to capital shall not be withdrawn nor applied to offset regular or special assessments, but shall be regarded as an appurtenance to the Lot owned by the member making such capital contributions and shall be regarded as transferred to the grantee of such Lot upon the conveyance thereof.

Section 4. Management Agent. The Association may contract in writing and delegate any of its ministerial duties, powers or functions to the Management Agent. Neither the Association nor the Board of Directors shall be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

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- (b) An easement over and upon the Common Areas for the purpose of making repairs required pursuant to this Declaration or contracts of sale made with Lot purchasers;
- (c) The right to maintain in the Common Areas sales and management offices, model units and advertising signs, and the right to change such offices, models and signs from time to time.

ARTICLE VIII

Mortgagee's Rights

Section 1. Notice of Rights of Mortgagee of a Lot. Upon written request to the Association, a mortgagee of a Lot shall be entitled to receive written notification of any default not cured within sixty (60) days after its occurrence by the Owner of the Lot, of any obligation of the Owner under the Declaration, the By-Laws of the Association or the Articles of Incorporation of the Association. The request for notification can be made by any mortgagee of a Lot, its successor or assign. The notification shall be sent not later than the 65th day after the occurrence of an uncured default.

Section 2. Rights of First Refusal. No first mortgagee, its successor or assign of a Lot who comes into possession of that Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, a deed or assignment taken in lieu of foreclosure shall be subject to any rights of first refusal which the Owner may have given to the Associates or other Owners of the Lots.

Section 3. Rights of Mortgagee. Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned), of the Class A members have given their prior written approval, the Association shall not:

- (a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas or improvements located thereon which are owned, directly or indirectly, by the Association for the benefit of the Lots. The granting of easements for public utilities or for other public purposes consistent with the intended use of the properties by the Association shall not be deemed a transfer within the meaning of this clause;
- (b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot or Owner;
- (c) by act or omission change, waive or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or exterior appearance of the

BOOK 20 PAGE 694

chronological order or receipts and of the expenditures and other transactions of the Association and its administration, and shall specify the maintenance and repair expenses of the Common Areas and Community Facilities, services provided with respect to the same, and any other expenses incurred by the Association. That amount of any assessment required for payment of any capital expenditures or reserves of the Association may be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the members. The receipts and expenditures of the Association shall be credited and charged to other accounts under at least the following classifications:

- (a) "Current Operations", which shall involve the control of actual expenses of the Association, including reasonable allowances and necessary contingencies and working capital funds in relation to the assessments and expenses hereinelsewhere provided for; and
- (b) "Capital Contributions", which shall involve the control of capital contributions held by the Association in a segregated trust fund for designated special purposes; and
- (c) "Investments", which shall involve the control over investment of reserve funds and such other funds as may be deemed suitable for investment on a temporary basis by the Board of Directors; and
- (d) "Betterments", which shall involve the control over funds to be used for the purpose of defraying the cost of any construction or reconstruction, unanticipated repair or replacement of a described capital improvement, and/or for expenditures for additional capital improvements or personal property made or acquired by the Association with the approval of the Board of Directors.

Section 3. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent certified public accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Association shall furnish its members and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association.

Section 4. Inspection of Books. The books and accounts of the Association and vouchers accrediting the entries made thereupon shall be available for examination by the members of the Association and/or their duly authorized agents or attorneys, and to the institutional holder of any first Mortgage on any Lot and/or its duly authorized agents or attorneys, during normal business hours, for purposes reasonable related to their respective interests.

BOOK 20 PAGE 27

original construction or as otherwise in these covenants provided, no building, fence, sidewalk, drive, walk or other structure shall be erected, placed, altered or maintained upon the Real Estate, nor shall any exterior addition to or change (including any change in color) or alteration therein or in any original construction be made until the proposed building plans, specifications, exterior color and finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), general contractor and all subcontractors, and construction schedule shall have been submitted to and approved in writing by the Board of Directors of the Association, or by any Architectural Control Committee composed of not less than three (3) members appointed by said Board of Directors. Refusal of approval of plans, location or specification by said Board of Directors or Architectural Control Committee may be based upon any ground, including without limitation, lack of harmony of external design, color, location or relation to surrounding structures and topography, and pure aesthetic considerations which, in the sole and uncontrolled discretion of said Board of Directors or Architectural Control Committee, shall seem sufficient. No alterations may be made in such plans after approval by the Board of Directors or Architectural Control Committee is given, except by and with their prior written consent. One copy of all plans, specifications and related data shall be furnished to the Board of Directors or architectural control committee for its records. In the event the Board of Directors or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Notice of disapproval shall be by certified mail, return receipt requested.

Section 2. Fences. Except for original construction, no fence, hedges or wall shall be constructed upon the Lots or Common Areas without the prior written approval of the Declarant, so long as it is a Class B member of the Association, and thereafter, the architectural control committee.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Declarant during construction:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot, within any Dwelling situated upon a Lot, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners of the Lots;

(b) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Dwelling situated upon the properties; except that, this shall not prohibit the keeping of dogs, cats and/or caged birds or other unobjectionable domestic pets,

BOOK 22 PAGE 696

Section 4. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 5. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws, and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 7. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

BOOK & PAGE 23

(k) Garage doors and the doors of any other storage room, Trash Enclosure or the like shall be maintained in a closed position when not being used for immediate ingress and egress;

(l) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission shall be maintained upon any Lot without the prior written consent of the Board of Directors, unless such structure is a part of the basic design of a Dwelling or group of Dwellings;

(m) There shall be no violation of any rules for the Common Area which may from time to time be adopted by the Board of Directors or promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the By-Laws authorized to adopt such rules;

(n) The property shall be developed and used only for single-family attached or detached residential uses, and for the use and maintenance of non-commercial recreational facilities constructed as an amenity to and owned in common by the owners of single-family residences thereon;

(o) Each Dwelling unit shall be separately platted in such a manner as will permit it to be individually sold as a part of a permanent home community.

Section 4. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of all the Owners of the Lots, and after reasonable notice to the Owner, enter upon any Lot or the exterior of any Dwelling at reasonable hours on any day for the purpose of removing or correcting any violations or breach, or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance; provided, however, that no such action shall be taken without a resolution of the Board of Directors of the Association or by an architectural control committee composed of three (3) or more members appointed by the Board.

ARTICLE X

Insurance

Section 1. Required Insurance Coverage by Lot Owners. The Declarant for each Lot owned by it, and each Owner by acceptance of a deed to a Lot, covenants and agrees to carry and maintain in full force and effect at all times insurance coverage on his Dwelling and all appurtenant fencing in an amount equal to not less than eighty

BOOK 80 PAGE 675

rebuild any and all damage to a Dwelling or fencing within a reasonable time, the Association is hereby irrevocably authorized by such Owner to repair and rebuild the Dwelling and fencing in a good and workmanlike manner and in conformity with the original plans and specifications of the Dwellings, or as otherwise approved by the Architectural Control Committee. The Owner shall repay the Association in the amount actually expended for such repairs, and the Association shall have a lien securing the same identical to that provided above for payment of insurance premiums, and subject to foreclosure as above provided.

Notwithstanding the foregoing provisions of this ARTICLE X, it is further provided that the requirement for the maintenance of insurance on a Dwelling shall not apply to any Dwelling acquired by the Veteran's Administration or the Federal Housing Administration under a mortgage foreclosure during the period of ownership by either of such agencies.

Section 4. Duty to Repair. In the event of damage to or destruction of the Dwelling(s) and/or the Common Areas and Facilities as a result of fire or other casualty to the extent of less than two-thirds (2/3) in value of all Dwellings in Prestwick Glen, all Dwellings shall be repaired and restored and all insurance proceeds shall be applied toward such repair and restoration.

If Dwellings representing, in the aggregate, more than two-thirds (2/3) of all Dwellings in Prestwick Glen shall be destroyed by fire or other disaster, then restoration thereof must be approved within one hundred twenty (120) days from the date of damage or destruction by not less than seventy-five percent (75%) of all Owners. If such approval is not obtained, then, in such event:

- (a) the entire Common Area shall be deemed to be owned as tenants in common by the Owners;
- (b) the undivided interest in the Common Area owned by each Owner shall be equal;
- (c) any liens or encumbrances affecting any Dwelling shall be deemed to include that Dwelling's interest in the Common Area as hereinabove provided;
- (d) the Common Area shall be subject to an action for sale in lieu of partition at the suit of any Owner; and
- (e) net proceeds of insurance policies carried by the Owner shall accrue to the benefit of the Owner and his mortgage, and net proceeds of insurance policies carried by the Association shall be considered as one fund and shall be divided among the Owners in equal shares.

BOOK 22 PAGE 626

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9th day of August, 1979.

INDUN REALTY, INC.

By: C. Stolt
Jerome C. Stekete, President

Attest:
Lenora Lowe
Lenora Lowe, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared INDUN REALTY, INC., by its President and Secretary, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions of Prestwick Glen, and who, having been duly sworn, stated that the representations contained therein are true.

August WITNESS my hand and Notarial Seal this 9th day of August, 1979.

MY commission expires:

Priscilla Ann Harris
Resident of Marion Notary Public
County

PRISCILLA ANN HARRIS

My Commission Expires February 26, 1980
My County of Residence is Marion County.

This instrument prepared by Randolph L. Foxworthy, Attorney at Law.

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EXHIBIT "A"Legal Description
Prestwick Glen - Section 1

A part of the Southeast Quarter of Section 9, Township 15 North, Range 1 East, in Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 9; thence North 00°56'39" West a distance of 40.000 feet to a point on the Northerly right-of-way line of County Road 100S; thence South 89°03'21" West and parallel with the South line of said Southeast Quarter Section and on and along said right-of-way line a distance of 333.966 feet to a point on the West right-of-way line of RIDGE HILL WAY (the following nine (9) courses are on and along the Westerly right-of-way line of said RIDGE HILL WAY); (1) thence North 44°03'21" East a distance of 22.578 feet to the point of curvature of a curve concave Southeasterly, said point of curvature being North 84°52'00" West 175.000 feet from the radius point of said curve; (2) thence Northeasterly on and along the arc of said curve (being subtended by a chord having a bearing of North 23°26'39" East and length of 109.960 feet) a distance of 111.854 feet to the point of tangency of said curve; (3) thence North 41°45'17" East a distance of 188.685 feet to the point of curvature of a curve to the left, said curve having a radius of 125.000 feet and a central angle of 20°45'48"; (4) thence Northeasterly on and along the arc of said curve (being subtended by a chord having a bearing of North 31°22'25" East and a length of 45.052 feet) a distance of 45.299 feet to the point of tangency of said curve; (5) thence North 20°59'29" East a distance of 116.840 feet; (6) thence North 24°00'31" West a distance of 28.284 feet; (7) thence North 20°59'29" East a distance of 44.000 feet; (8) thence North 65°59'29" East a distance of 29.198 feet; (9) thence North 33°57'39" East a distance of 49.168 feet to the point of beginning of the land described herein; thence North 69°00'31" West a distance of 149.569 feet; thence South 20°59'29" West a distance of 2.000 feet; thence North 69°00'31" West a distance of 125.495 feet; thence North 18°05'22" East a distance of 12.156 feet; thence North 05°25'08" East a distance of 127.541 feet; thence North 20°43'20" East a distance of 22.484 feet; thence North 50°05'02" East a distance of 77.265 feet; thence North 24°17'47" East a distance of 50.083 feet; thence North 69°00'31" West a distance of 146.314 feet; thence North 20°59'29" East a distance of 268.097 feet; thence South 60°10'43" East a distance of 60.056 feet; thence North 87°34'17" East a distance of 109.693 feet; thence South 69°00'31" East a distance of 131.014 feet; thence South 56°59'18" East a distance of 37.342 feet to a point on the Westerly right-of-way line of RIDGE HILL WAY, said point being a

EXHIBIT "A"Legal Description
Prestwick Glen - Section 1

point on a curve concave Southeasterly and located North 56°59'18" West a distance of 215.758 feet from the radius point of said curve, (the next eight (8) courses are on and along the Westerly right-of-way line of said RIDGE HILL WAY); thence Southwesterly on and along the arc of said curve (said curve being subtended by a chord having a bearing of South 15°14'51" West and a length of 131.655 feet) a distance of 133.789 feet to the point of tangency of said curve; (2) thence South 02°31'00" East a distance of 96.672 feet; (3) thence South 43°29'00" West a distance of 44.438 feet; (4) thence South 02°31'00" East a distance of 47.982 feet; (5) thence South 47°31'00" East a distance of 45.207 feet; (6) thence South 02°31'00" East a distance of 39.392 feet to the point of curvature of a curve to the right, said curve having a radius of 125.000 feet and a central angle of 36°28'39"; (7) thence Southwesterly on and along the arc of said curve (being subtended by a chord having a bearing of South 15°43'20" West and a length of 78.244 feet) a distance of 79.582 feet to the point of tangency of said curve; (8) thence South 33°57'39" West a distance of 135.867 feet to the point of beginning, containing in all 4.226 acres, subject, however, to all legal highways, rights-of-way and easements of record.

EXHIBIT "B"BOOK 80 PAGE 179

BY-LAWS

PRESTWICK GLEN HOMEOWNERS ASSOCIATION, INC.ARTICLE IName and Location

Section 1. Name and Location. The name of this corporation is as follows:

PRESTWICK GLEN HOMEOWNERS ASSOCIATION, INC.

Its principal office is initially located at One Fairway Drive, Plainfield, Indiana 46168.

ARTICLE IIDefinitions

Section 1. Declarant. "Declarant", as used herein, means INDUN REALTY, INC., an Indiana corporation.

Section 2. The Project. The "Project", as used herein, means that certain community being developed by the Declarant in Hendricks County, Indiana, known as "PRESTWICK GLEN".

Section 3. Declaration. "Declaration", as used herein, means that certain Declaration of Covenants, Conditions and Restrictions made the 9th day of August, 1979, by the Declarant, and which Declaration is recorded as Instrument NO. JP/7 in Book 80, Pages , in the Office of the Recorder of Hendricks County, Indiana.

Section 4. Association. "Association", as used herein, means Prestwick Glen Homeowners Association, Inc.

Section 5. Mortgage. "Mortgage", as used herein, shall include deed of trust, and the term "holder" or "mortgagee" shall include the party secured by any deed of trust or any beneficiary thereof.

Section 6. Phase. "Phase", as used herein, means any portion of the Project from the time it is subjected to the scheme of the Declaration.

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Section 7. Lot. "Lot", as used herein, means a parcel of subdivided land within the Project which is subject to the Declaration and upon which there is, or is to be, constructed a Dwelling.

Section 8. Dwelling. "Dwelling", as used herein, means and refers to a single family residence on a Lot within the Project.

Section 9. Common Areas or Community Facilities. "Common Areas" or "Community Facilities" shall mean and refer to all property, real or personal, owned by the Association for the benefit, use and enjoyment of its members, including the streets and central court yards within the Project (except for Crossbridge Road), all water lines, sewer lines and other utility lines to the extent the same are outside the exterior walls of a Dwelling and are not subject to maintenance by the utility company rendering the service, and all facilities and property leased by the Association or wherein the Association has acquired rights by means of contract.

Section 10. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration.

ARTICLE III

Membership

Section 1. Membership. The Association shall have two (2) classes of voting membership:

(a) Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is a record owner of a fee interest in any Lot which is or becomes subject by covenants of record to assessment by the Association shall be a Class A member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a member solely on account of such interest;

(b) The Class B member shall be the Declarant or its nominee. The Class B membership shall lapse and become a nullity on the first to happen of the following events:

- (i) thirty (30) days following the date upon which the total votes of the Class A memberships equal the total votes of the Class B member;
- (ii) on January 1, 1986; or
- (iii) upon surrender of said Class B membership by the

BOOK 80 PAGE 682EXHIBIT "C"Prestwick Glen - Section 1
Master Plat

The plat of survey for Prestwick Glen - Section One dated 4/4/77, 1979, prepared by Sol C. Miller, Registered Land Surveyor, entitled PRESTWICK GLEN - SECTION ONE and consisting of one sheet was attached to this Declaration at the time it was filed for record in the office of the Recorder of Hendricks County, Indiana, in Plat Book No. 70 as Instrument No. 5878 and said plat as so filed is incorporated herein by reference as though fully set out herein.

EXHIBIT "D"BOOK ~~80~~ PAGE ~~652~~Prestwick Glen Expansion Area

A part of the Southeast Quarter of Section 9, Township 15 North, Range 1 East of the Second Principal Meridian, in Washington Township, Hendricks County, Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 9; thence North 00°56'39" West a distance of 40.000 feet to a point on the Northerly right-of-way line of County Road 100S; thence South 89°03'21" West and parallel with the South line of said Southeast Quarter Section and on and along said right-of-way line a distance of 333.966 feet to a point on the West right-of-way line of RIDGE HILL WAY (the following seven [7] courses are on and along the Westerly right-of-way line of said RIDGE HILL WAY); (1) thence North 44°03'21" East a distance of 22.578 feet to the point of curvature of a curve concave Southeasterly, said point of curvature being North 84°52'00" West 175.000 feet from the radius point of said curve; (2) thence Northeasterly on and along the arc of said curve (being subtended by a chord having a bearing of North 23°26'39" East and a length of 109.960 feet) a distance of 111.854 feet to the point of tangency of said curve; (3) thence North 41°45'17" East a distance of 188.685 feet to the point of curvature of a curve to the left, said curve having a radius of 125.000 feet and a central angle of 20°45'48"; (4) thence Northeasterly on and along the arc of said curve (being subtended by a chord having a bearing of North 31°22'25" East and a length of 45.052 feet) a distance of 45.299 feet to the point of tangency of said curve; (5) thence North 20°59'29" East a distance of 116.840 feet; (6) thence North 24°00'31" West a distance of 28.284 feet; (7) thence North 20°59'29" East a distance of 10.000 feet to the point of beginning of the land described herein, said point also being the point or curvature of a curve concave Southeasterly, said point being North 20°59'29" East a distance of 22.000 feet from the radius point of said curve; thence Southeasterly on and along the arc of said curve (being subtended by a chord having a bearing of South 65°59'29" West and a length of 31.113 feet) a distance of 34.558 feet to the point of tangency of said curve; thence South 20°59'29" West a distance of 23.000 feet to the point of curvature of a curve to the right, said curve having a radius of 35.000 feet and a central angle of 90°00'00"; thence Southeasterly on and along the arc of said curve (being subtended by a chord having a bearing of South 65°59'29" West and a length of 49.497 feet) a distance of 54.978 feet to the point of tangency of said curve; thence North 69°00'31" West a distance of 35.000 feet; thence South 36°53'26" West a distance of 58.939 feet; thence North 75°51'02" West a distance of 61.362 feet; thence North 30°18'40" West a distance of 37.646 feet; thence North 15°03'04" West a distance of 61.614 feet; thence North 18°05'22" East a distance of 171.418 feet; thence South 69°00'31" East a distance of 125.495 feet; thence North 20°59'29" East a distance of 2.000 feet; thence South 69°00'31" East a distance of 149.569 feet to a point on the Westerly right-of-way line of RIDGE HILL WAY (the following three [3] courses are on and along the Westerly right-of-way line of said RIDGE HILL WAY); (1) thence South 33°57'39" West a distance of 49.168 feet; (2) thence South 65°59'29" West a distance of 29.198 feet; (3) thence South 20°59'29" West a distance of 34.000 feet to the point of beginning, containing 1.1280 acres.

EXHIBIT "D"
Page 2 of 3

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Also, a part of the Southeast Quarter and part of the Southwest Quarter of Section 9, Township 15 North, Range 1 East of the Second Principal Meridian, in Washington Township, Hendricks County, Indiana, and being more particularly described as follows:

Commencing at the Northwest corner of the above described 1.1280 acre tract; thence North 18°05'22" East a distance of 12.156 feet; thence North 05°25'08" East a distance of 127.541 feet; thence North 20°43'20" East a distance of 22.484 feet; thence North 50°05'02" East a distance of 77.265 feet to the point of beginning of the land described herein; thence South 67°24'18" West a distance of 65.271 feet; thence North 76°25'46" West a distance of 29.833 feet; thence North 33°41'24" West a distance of 57.689 feet; thence North 47°29'22" West a distance of 48.836 feet; thence South 23°01'32" East a distance of 86.925 feet; thence South 15°48'09" East a distance of 55.082 feet; thence South 12°07'25" West a distance of 138.080 feet; thence South 29°58'17" West a distance of 188.162 feet; thence South 68°31'24" West a distance of 65.552 feet; thence North 33°24'29" West a distance of 59.908 feet; thence North 69°13'40" West a distance of 31.016 feet; thence South 61°15'37" West a distance of 35.355 feet; thence South 17°44'41" West a distance of 26.249 feet; thence North 77°28'16" West a distance of 55.317 feet; thence South 77°47'58" West a distance of 37.855 feet; thence North 74°55'53" West a distance of 26.926 feet; thence North 58°47'58" West a distance of 83.006 feet; thence North 02°17'26" West a distance of 50.040 feet; thence North 19°54'14" East a distance of 61.685 feet; thence South 65°32'22" West a distance of 36.249 feet; thence North 46°42'05" West a distance of 71.449 feet; thence North 03°21'59" West a distance of 34.059 feet; thence North 67°14'56" East a distance of 67.231 feet; thence North 02°23'09" East a distance of 48.042 feet; thence North 24°26'38" West a distance of 36.249 feet; thence North 04°12'19" West a distance of 68.184 feet; thence North 68°37'46" West a distance of 24.698 feet; thence North 50°31'39" East a distance of 44.045 feet; thence North 17°49'08" East a distance of 58.822 feet; thence North 68°24'17" West a distance of 51.624 feet; thence North 46°00'18" East a distance of 40.311 feet; thence North 02°47'34" East a distance of 41.049 feet; thence South 25°16'40" West a distance of 39.812 feet; thence South 63°26'06" West a distance of 42.485 feet; thence North 87°27'59" West a distance of 113.111 feet; thence North 27°17'58" West a distance of 34.886 feet; thence South 00°00'00" West a distance of 43.000 feet; thence South 68°22'36" East a distance of 119.403 feet; thence South 12°31'44" East a distance of 18.439 feet; thence South 52°21'09" West a distance of 44.204 feet; thence South 03°44'35" East a distance of 107.229 feet; thence South 30°06'49" West a distance of 115.603 feet; thence South 19°09'37" East a distance of 124.920 feet; thence North 86°25'25" West a distance of 16.031 feet; thence North 32°56'57" West a distance of 64.351 feet; thence North 53°36'56" West a distance of 94.403 feet; thence North 37°09'52" West a distance of 77.801 feet; thence North 71°59'45" West a distance of 84.119 feet; thence North 07°35'41" West a distance of 45.398 feet; thence North 80°52'11" West a distance of 56.719 feet; thence North 15°04'07" West a distance of 26.926 feet; thence North 25°56'32" West a distance of 123.438 feet; thence North 40°02'18" West a distance of 220.737 feet; thence North 08°10'49" West a distance of 161.645 feet; thence North 06°50'34" East a distance of 125.897 feet; thence North 18°13'57" East a distance of 178.986 feet; thence North 34°51'57" East a distance of 148.691 feet; thence North 34°13'02" East a distance of 176.296 feet; thence South 45°59'43" East a distance of 50.000 feet; thence South 69°59'43" East a distance of 138.000

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feet; thence South 33°19'43" East a distance of 240.000 feet; thence South 60°10'43" East a distance of 779.944 feet; thence South 20°59'29" West a distance of 268.097 feet; thence South 69°00'31" East a distance of 146.314 feet; thence South 24°17'47" West a distance of 50.083 feet to the point of beginning, containing 22.3168 acres, together with the above described 1.1280 acres, containing in all 23.4448 acres, subject, however, to all legal highways, rights-of-way and easements of record.

ENTERED FOR RECORD
BOOK 81 PAGE 7

246
AUG 30 1979 1-11

5816

BOOK 81 PAGE 7

Marville Abbott
RECORDER HENDRICKS COUNTY

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 27th day of August, 1979, by INDUN REALTY, INC., an Indiana corporation, d/b/a Planned Community Development Company (hereinafter sometimes called the "Declarant"),

W I T N E S S E T H:

WHEREAS, Planned Community Development Company, an Indiana partnership and predecessor in interest of Declarant, by Declaration of Covenants, Conditions and Restrictions dated February 4, 1975, and recorded on February 5, 1975, as Instrument No. 6410 in Book 68, at pages 55 et seq., in the office of the Recorder of Hendricks County, Indiana (hereinafter referred to as the "Declaration"), subjected certain real estate in Hendricks County, Indiana, as described in Exhibit "A" to the Declaration, to certain covenants, restrictions, easements, charges and liens for the preservation of values and amenities in connection with a planned unit development known as "Prestwick"; and

WHEREAS, under the provisions of ARTICLE II, Section 2, of the Declaration, the Declarant reserved unto itself the right and power to submit additional property to the scheme of the covenants, conditions and restrictions of the Declaration; and

WHEREAS, the Declarant desires to extend the scheme of the covenants, conditions and restrictions in the Declaration to certain real property located in Hendricks County, Indiana, and more particularly described in Exhibit "A", attached hereto and by reference made a part hereof, upon which Declarant has constructed single family residences which will be a part of a cluster home development to be known as "Prestwick Glen - Section I" (hereinafter referred to as the "Additional Property");

NOW, THEREFORE, the Declarant hereby declares that the Additional Property is, and shall be, annexed to the real estate described in the Declaration and shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens imposed and set forth in the Declaration to the same extent as if such Additional Property had been originally included in the Declaration.

The execution and recording of this Supplemental Declaration of Covenants, Conditions and Restrictions shall not otherwise affect or amend the Declaration, except to annex the Additional Property to

BOOK 21 PAGE 8

the real estate described in the Declaration, and to extend the scheme of the covenants, restrictions, easements, charges and liens contained in the Declaration to the Additional Property.

IN WITNESS WHEREOF, the said INDUN REALTY, INC., d/b/a Planned Community Development Company, has caused this Supplemental Declaration of Covenants, Conditions and Restrictions to be executed by its duly authorized officers as of this 5th day of August, 1979.

INDUN REALTY, INC., d/b/a Planned Community Development Company

BY: [Signature]
Jerome C. Stekete, President

Attest:

[Signature]
Lenora Lowe, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Jerome C. Stekete and Lenora Lowe, by me known and known by me to be the President and Secretary, respectively, of INDUN REALTY, INC., who acknowledged the execution of the above and foregoing Supplemental Declaration of Covenants, Conditions and Restrictions for and on behalf of said Corporation, and who, having been duly sworn, stated that the representations contained therein are true.

[Signature], 1979.

My commission expires:

PRISCILLA ANN HARRIS
My Commission Expires February 26, 1980
My County of Residence is Marion County.

WITNESS my hand and Notarial Seal this 9th day of August, 1979.
[Signature]
Resident of Marion County

This instrument was prepared by Randolph L. Foxworthy, Attorney.

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CONSENT OF MORTGAGEE

The undersigned, being the owner and holder of a mortgage on the property described in Exhibit "A" attached hereto, does hereby consent to the recordation of this Supplemental Declaration and the imposing of the provisions hereof to such real property, and the Mortgagee does hereby consent and agree that from and after this date, the provisions of this supplemental Declaration shall be superior to the lien of the undersigned's mortgage.

TFAC, INC.

By: [Signature]
Jerome C. Steketeer, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 9th day of August, 1979.

My Commission Expires:

FRISCILLA ANN HARRIS

My Commission Expires February 26, 1980

My County of Residence is Marion County.

[Signature]
Notary Public
Resident of Marion County

EXHIBIT "A" BOOK 81 PAGE 10Legal Description
Prestwick Glen - Section 1

A part of the Southeast Quarter of Section 9, Township 15 North, Range 1 East, in Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 9; thence North 00°56'39" West a distance of 40.000 feet to a point on the Northerly right-of-way line of County Road 100S; thence South 89°03'21" West and parallel with the South line of said Southeast Quarter Section and on and along said right-of-way line a distance of 333.966 feet to a point on the West right-of-way line of RIDGE HILL WAY (the following nine (9) courses are on and along the Westerly right-of-way line of said RIDGE HILL WAY); (1) thence North 44°03'21" East a distance of 22.578 feet to the point of curvature of a curve concave Southeasterly, said point of curvature being North 84°52'00" West 175.000 feet from the radius point of said curve; (2) thence Northeasterly on and along the arc of said curve (being subtended by a chord having a bearing of North 23°26'39" East and length of 109.960 feet) a distance of 111.854 feet to the point of tangency of said curve; (3) thence North 41°45'17" East a distance of 188.685 feet to the point of curvature of a curve to the left, said curve having a radius of 125.000 feet and a central angle of 20°45'48"; (4) thence Northeasterly on and along the arc of said curve (being subtended by a chord having a bearing of North 31°22'25" East and a length of 45.052 feet); (5) thence North 20°59'29" East a distance of 116.840 feet; (6) thence North 24°00'31" West a distance of 28.284 feet; (7) thence North 20°59'29" East a distance of 44.000 feet; (8) thence North 65°59'29" East a distance of 29.198 feet; (9) thence North 33°57'39" East a distance of 49.168 feet to the point of beginning of the land described herein; thence North 69°00'31" West a distance of 149.569 feet; thence South 20°59'29" West a distance of 2.000 feet; thence North 69°00'31" West a distance of 125.495 feet; thence North 18°05'22" East a distance of 12.156 feet; thence North 05°25'08" East a distance of 127.541 feet; thence North 20°43'20" East a distance of 77.265 feet; thence North 24°17'47" East a distance of 146.314 feet; thence North 20°59'29" East a distance of 268.097 feet; thence North 50°05'02" East a distance of 77.265 feet; thence North 24°17'47" East a distance of 50.083 feet; thence North 69°00'31" West a distance of 109.693 feet; thence North 87°34'17" East a distance of 60°10'43" East a distance of 60.056 feet; thence North 69°00'31" East a distance of 109.693 feet; thence South 69°00'31" East a distance of 131.014 feet; thence South 56°59'18" East a distance of 37.342 feet to a point on the Westerly right-of-way line of RIDGE HILL WAY, said point being a

EXHIBIT "A"

BOOK 21 PAGE 11

Legal Description
Prestwick Glen - Section 1

point on a curve concave Southeasterly and located North 56°59'18" West a distance of 215.758 feet from the radius point of said curve, (the next eight (8) courses are on and along the Westerly right-of-way line of said RIDGE HILL WAY); thence Southwesterly on and along the arc of said curve (said curve being subtended by a chord having a bearing of South 15°14'51" West and a length of 131.655 feet) a distance of 133.789 feet to the point of tangency of said curve; (2) thence South 02°31'00" East a distance of 96.672 feet; (3) thence South 43°29'00" West a distance of 44.438 feet; (4) thence South 02°31'00" East a distance of 47.982 feet; (5) thence South 47°31'00" East a distance of 45.207 feet; (6) thence South 02°31'00" East a distance of 39.392 feet to the point of curvature of a curve to the right, said curve having a radius of 125.000 feet and a central angle of 36°28'39"; (7) thence Southwesterly on and along the arc of said curve (being subtended by a chord having a bearing of South 15°43'20" West and a length of 78.244 feet) a distance of 79.582 feet to the point of tangency of said curve; (8) thence South 33°57'39" West a distance of 135.867 feet to the point of beginning, containing in all 4.226 acres, subject, however, to all legal highways, rights-of-way and easements of record.

ENTERED FOR RECORD

BOOK

96

APR 29 1983

AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF

PRESTWICK GLEN

BOOK 96 PAGE 695

Bonnie R. Myphus
RECORDER HENDRICKS COUNTY

7728

This Amended Declaration, made and executed this 29th day of April, 1983 by INDUN REALTY, INC., an Indiana corporation (hereinafter called the "Declarant"),

RECORDED

WITNESSES:

WHEREAS, the Declarant by Declaration of Covenants, Conditions and Restrictions of Prestwick Glen dated August 9, 1979 and recorded on August 30, 1979 as Instrument No. 5817 in Book 80 at pages 655 to 700, inclusive, in the Office of the Recorder of Hendricks County, Indiana (hereinafter called the "Declaration"), subjected certain real estate in Hendricks County, Indiana, as described in Exhibit "A" to the Declaration, to certain covenants, conditions, restrictions, easements, charges and liens for the preservation of values and amenities in connection with a single-family cluster-home development to be known as "Prestwick Glen"; and

WHEREAS, under the provisions of Article VII, Section 4(c), of the Declaration, the Declarant reserved unto itself the right and power to annex to the real estate governed by the Declaration additional real estate described in Exhibit "D" to the Declaration and referred to therein as the "Development Area"; and

WHEREAS, the Declarant desires to annex to the real estate governed by the Declaration certain real property located in Hendricks County, Indiana, and more particularly described in Exhibit "A" attached hereto and by reference made a part hereof (hereinafter referred to as the "Additional Property"), which Additional Property is a portion of the Development Area as described in the Declaration, and upon which Additional Property Declarant has constructed or intends to construct single-family residences which will be a cluster-home development to be known as "Prestwick Glen - Section Two";

NOW, THEREFORE, the Declarant for the purposes set forth herein, pursuant to the provisions of Article VII, Section 4(c), of the Declaration, and in accordance with and by means of the powers therein reserved or conferred upon the Declarant, hereby amends and supplements the Declaration in the following respects:

1. Definition of Real Estate. The definition of "Real Estate" as set forth in Article I, Section 1(f), of the Declaration is hereby amended to also include a reference to the Additional Property as described in Exhibit "A" to this Amended Declaration.
2. Definition of Lot. The definition of "Lot" set forth in Article I, Section 1(g), of the Declaration is hereby amended to also include each of the 7 plots of land as shown on the Master Plat of Prestwick Glen - Section Two attached hereto as Exhibit "B".

#1191 Aug. 22, 1985
For Assignment
See Trac. 104 pgs 619-20
Bonnie R. Myphus

3. Definition of Common Area. The definition of "Common Area" as set forth in Article I, Section 1(i), of the Declaration is amended to also include that portion of the Additional Property which is not a Lot, including but not limited to all streets, courtyards and parking areas within the Additional Property, as shown on the Master Plat attached hereto as Exhibit "B". The additional Common Areas shown on Exhibit "B" shall be deemed to be conveyed to the Association (as defined in the Declaration) upon recordation of this Amended Declaration and the Master Plat of Prestwick Glen - Section Two.

4. Property Subject to Declaration. The description of the properties which are and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the Declaration as described in Article II, Section 4, of the Declaration is hereby amended to also include the Additional Property as described in Exhibit "A" attached hereto.

5. Master Plat. All references to the Master Plat in the Declaration are hereby amended to also refer to the Master Plat attached to this Amended Declaration as Exhibit "B".

6. Other Provisions Applicable. All other definitions and provisions of the Declaration shall hereafter apply to the Additional Property and the Lots, Dwellings and Common Areas thereon with the same force and effect as if such Additional Property had been a part of the real estate described in Exhibit A to the Declaration.

7. No Other Amendments. Except as amended by this Amended Declaration, the Declaration remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Declarant has caused this Amended Declaration to be executed by its duly authorized officers as of the day and year first set forth above.

INDUN REALTY, INC.

Attest:


Lenora Lowe, Secretary

BY:


Jerome C. Stekete, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Jerome C. Stekete and Lenora Lowe,

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the President and Secretary, respectively of Indun Realty, Inc., who acknowledged the execution of the foregoing Amended Declaration of Covenants, Conditions and Restrictions of Prestwick Glen, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 29th day of April, 1983.

My Commission Expires:

8-30-86

E. Lawrence Steketee
Notary Public
Resident of Marion County

CONSENT OF MORTGAGEE

The undersigned, being the owner and holder of a Mortgage on the Real Estate described in Exhibit "A" attached hereto, does hereby consent to the recodation of this Amended Declaration and the imposition of the provisions hereof upon such Real Estate, and said mortgagee does hereby consent and agree that from and after this date, the provisions of this Amended Declaration shall be superior to the lien of the undersigned's mortgage.

TFAC, INC.

By: Jerome C. Steketee
Jerome C. Steketee, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Jerome C. Steketee, the President of Indun Realty, Inc., who acknowledged the execution of the foregoing Consent of Mortgagee and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 29th day of April, 1983.

My Commission Expires:

8-30-86

E. Lawrence Steketee
Notary Public
Resident of Marion County

This instrument was prepared by Lawrence W. Inlow, Attorney.

EXHIBIT "A"

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Legal Description of
Prestwick Glen - Section Two

Part of the Southeast Quarter of Section 9, Township 15 North, Range 1 East of the Second Principal Meridian, in Washington Township, Hendricks County, Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 9; thence North 00°56'39" West a distance of 40.000 feet to a point on the Northerly right-of-way line of County Road 100S; thence South 89°03'21" West and parallel with the South line of said Southeast Quarter Section and on and along said right-of-way line a distance of 333.966 feet to a point on the West right-of-way line of RIDGE HILL WAY (the following seven [7] courses are on and along the Westerly right-of-way line of said RIDGE HILL WAY); (1) thence North 44°03'21" East a distance of 22.578 feet to the point of curvature of a curve concave Southeasterly, said point of curvature being North 84°52'00" West 175.000 feet from the radius point of said curve; (2) thence Northeasterly on and along the arc of said curve (being subtended by a chord having a bearing of North 23°26'39" East and a length of 109.960 feet) a distance of 111.854 feet to the point of tangency of said curve; (3) thence North 41°45'17" East a distance of 188.685 feet to the point of curvature of a curve to the left, said curve having a radius of 125.000 feet and a central angle of 20°45'48"; (4) thence Northeasterly on and along the arc of said curve (being subtended by a chord having a bearing of North 31°22'25" East and a length of 45.052 feet) a distance of 45.299 feet to the point of tangency of said curve; (5) thence North 20°59'29" East a distance of 116.840 feet; (6) thence North 24°00'31" West a distance of 28.284 feet; (7) thence North 20°59'29" East a distance of 10.000 feet to the point of beginning of the land described herein, said point also being the point of curvature of a curve concave Southeasterly, said point being North 20°59'29" East a distance of 22.000 feet from the radius point of said curve; thence Southwesterly on and along the arc of said curve (being subtended by a chord having a bearing of South 65°59'29" West and a length of 31.113 feet) a distance of 34.558 feet to the point of tangency of said curve; thence South 20°59'29" West a distance of 23.000 feet to the point of curvature of a curve to the right, said curve having a radius of 35.000 feet and a central angle of 90°00'00"; thence Southwesterly on and along the arc of said curve (being subtended by a chord having a bearing of South 65°59'29" West and a length of 49.497 feet) a distance of 54.978 feet to the point of tangency of said curve; thence North 69°00'31" West a

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distance of 35.000 feet; thence South 36°53'26" West a distance of 58.939 feet; thence North 75°51'02" West a distance of 61.362 feet; thence North 30°18'40" West a distance of 37.646 feet; thence North 15°03'04" West a distance of 61.614 feet; thence North 18°05'22" East a distance of 171.418 feet to the Southwest corner of Lot 10 in Prestwick Glen - Section One as recorded in Book 10, page 61, Instrument No. 5818 in the office of the Recorder of Marion County, (the next three [3] courses are on and along the Southerly line of said Prestwick Glen - Section One); (1) thence South 69°00'31" East a distance of 125.495 feet; (2) thence North 20°59'29" East a distance of 2.000 feet; (3) thence South 69°00'31" East a distance of 149.569 feet to a point on the Westerly line of RIDGEHILL WAY, (the next three [3] courses are on and along the Westerly right-of-way line of said RIDGEHILL WAY); (1) South 33°57'39" West a distance of 49.168 feet; (2) thence South 65°59'29" West a distance of 29.198 feet; (3) thence South 20°59'29" West a distance of 34.000 feet to the Point of Beginning, containing in all 1.1280 acres; subject, however, to all legal highways, rights-of-way and easements of record.

EXHIBIT "B"

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Prestwick Glen - Section Two
Master Plat

The plat of survey for Prestwick Glen - Section Two dated March 9, 1983, prepared by Sol C. Miller, Registered Land Surveyor No. 9788, entitled Prestwick Glen - Section Two and consisting of one sheet, was attached to this Amended Declaration at the time it was filed for record in the Office of the Recorder of Hendricks County, Indiana, in Plat Book No. 10 as Instrument No. 7729 and said plat as so filed is incorporated herein by reference as though fully set out herein.