

State of Indiana
Office of the Secretary of State

CERTIFICATE OF INCORPORATION

of

RED MAPLE GROVE HOMEOWNERS ASSOCIATION, INC.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, November 08, 2007.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, November 8, 2007.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,
SECRETARY OF STATE

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APPROVED
ARTICLES OF INCORPORATION

INDIANA SECRETARY OF STATE
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Odd Roberts OF

RED MAPLE GROVE HOMEOWNERS ASSOCIATION, INC.

The undersigned incorporator, desiring to form a corporation (the "Corporation") pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended (the "Act"), executes the following Articles of Incorporation:

ARTICLE I

Name

The name of the Corporation is Red Maple Grove Homeowners Association, Inc.

ARTICLE II

Classification of Corporation

The Corporation is a mutual benefit corporation.

ARTICLE III

Purposes and Powers

Section 3.1. Purposes. The purposes for which the Corporation is formed are:

- (a) For the acquisition, construction, management, maintenance and care of real and personal property and for the performance of all of its other duties and obligations as the "Association" pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Red Maple Grove dated as of November 1, 2007 and recorded on November 1, 2007, as Instrument Number 2007-0155938 in the Office of the Marion County Recorder (as the same may be amended, supplemented and restated, collectively, the "Declaration"); and

(b) In furtherance of the aforesaid purposes, to transact any and all lawful business for which corporations may be incorporated under the Act, provided such business is not inconsistent with the Corporation being organized and operated exclusively for charitable purposes.

Section 3.2. Nonprofit Purposes.

(a) The Corporation is organized and operated exclusively for charitable purposes and its activities shall be conducted in such a manner that no part of its net earnings shall inure to the benefit of any member, director, or officer or other private person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section 3.1.

(b) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

(c) Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on:

(i) By a corporation exempt from Federal income tax under Section 501 (c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws, or

(ii) By a corporation, contributions to which are deductible under Section 170(c)(2), Section 2055(a)(2), or Section 2522(a)(2) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws.

Section 3.3. Powers. Subject to any limitation or restriction imposed by the Act, any other law, or any other provisions of these Articles of Incorporation, the Corporation shall have the power:

(a) To do everything necessary, advisable, or convenient for the accomplishment of any of the purposes hereinbefore set forth, or which shall at any time appear conducive to or expedient for the protection or benefit of the Corporation and to do all of the things incidental thereto or connected therewith which are not forbidden by law; and

(b) To have, exercise and enjoy in furtherance of the purposes herein before set forth all the general rights, privileges, and powers granted to corporations by the Act, as now existing or hereafter amended, and by the common law.

ARTICLE IV

Distribution of Assets on Dissolution

In the event of the complete liquidation, dissolution of the Corporation, or the winding up of its affairs, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation, distribute all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Judge of the District Court of Marion County, Indiana, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE V

Term of Existence

The Corporation shall have perpetual existence.

ARTICLE VI

Registered Office and Registered Agent

Section 6.1. Registered Office and Registered Agent. The street address of the Corporation's registered office is 1919 North Meridian Street, Indianapolis, IN 46204, and the name of the Corporation's registered agent at that office is Rufus "Bud" Myers.

Section 6.2. Principal Office. The post office address of the principal office of the Corporation is 1919 North Meridian Street, Indianapolis, IN 46204.

ARTICLE VII

Members

Section 7.1. Members. The Corporation shall have two (2) classes of members, as set forth in the Bylaws of the Corporation as the same are amended from time to time.

Section 7.2. Voting Rights of Members. Each member shall have the voting rights set forth in the Bylaws of the Corporation as the same are amended from time to time.

ARTICLE VIII

Board of Directors

Section 8.1. Number and Term of Office. Upon incorporation, the initial Board of Directors shall consist of three (3) directors. Thereafter, the number of directors shall be as specified in or fixed in accordance with the Bylaws of the Corporation; provided, however, that the minimum number of directors shall be three (3). The term of office of a director shall be as

specified in the Bylaws; provided, however, that the term of an elected director shall not exceed five (5) years. Directors may be elected for successive terms. Terms of office of directors may be staggered as specified in the Bylaws.

Section 8.2. Qualifications. Each director shall have such qualifications as may be specified from time to time in the Bylaws of the Corporation or required by law.

Section 8.3. Initial Board of Directors. The names and addresses of the initial Board of Directors of the Corporation are:

<u>Names</u>	<u>Addresses</u>
Rufus "Bud" Myers	1919 North Meridian Street Indianapolis, IN 46204
Bruce Baird	1919 North Meridian Street Indianapolis, IN 46204
David Brint	666 Dundee Road, Suite 1102 Northbrook, IL 60062

ARTICLE IX

Name and Address of Incorporator

The name and address of the incorporator of the Corporation are Rufus "Bud" Myers, 1919 North Meridian Street, Indianapolis, IN 46204.

EXHIBIT A

ARTICLE X

Indemnification

Section 10.1. Rights to Indemnification and Advancement of Expenses. The Corporation shall indemnify as a matter of right every person made a party to a proceeding because such person is or was

- (a) a member of the Board of Directors of the Corporation,
- (b) an officer of the Corporation,
- (c) an incorporator of the Corporation, or
- (d) while a director or officer of the Corporation, serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, whether for profit or not, (each an "Indemnitee") against all liability incurred by such person in connection with the proceeding; provided that it is determined in the specific case that indemnification of such person is permissible in the circumstances because such person has met the standard of conduct for indemnification specified in the Act. The Corporation shall pay for or reimburse the reasonable expenses incurred by an Indemnitee in connection with any such proceeding in advance of final disposition thereof in accordance with the procedures and subject to the conditions specified in the Act. The Corporation shall indemnify as a matter of right an Indemnitee who is wholly successful, on the merits or otherwise, in the defense of any such proceeding against reasonable expenses incurred by the person in connection with the proceeding without the requirement of a determination as set forth in the first sentence of this paragraph.

Upon demand by a person for indemnification or advancement of expenses, as the case may be, the Corporation shall expeditiously determine whether the person is entitled thereto in accordance with this Article and the procedures specified in the Act.

The indemnification provided under this Article shall be applicable to any proceeding arising from acts or omissions occurring before or after the adoption of this Article.

Section 10.2. Other Rights Not Affected. It is the intent of this Article to provide indemnification to directors and officers to the fullest extent now or hereafter permitted by law consistent with the terms and conditions of this Article. Nothing contained in this Article shall limit or preclude the exercise of, or be deemed exclusive of, any right under the law, by contract or otherwise, relating to indemnification of or advancement of expenses to any person who is or was a director, officer, employee, or agent of the Corporation, or the ability of the Corporation to otherwise indemnify or advance expenses to any such individual.

Notwithstanding any other provision of this Article, there shall be no indemnification with respect to matters as to which indemnification would result in inurement of net earnings of the Corporation "to the benefit of any private shareholder or individual," within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or similar provisions of any subsequent Federal tax laws. The provisions of, and the rights and obligations created by, this Article shall not give rise or be deemed to give rise to "compensation for personal services" as described in IC 34-4-11.5-1 et seq., as amended.

Section 10.3. Definitions. For purposes of this Article:

(a) A person is considered to be serving an employee benefit plan at the Corporation's request if the person's duties to the Corporation also impose duties on, or otherwise involve services by, the person to the plan or to participants in or beneficiaries of the plan.

(b) The estate or personal representative of a person entitled to indemnification or advancement of expenses shall be entitled hereunder to indemnification and advancement of expenses to the same extent as the person.

(c) The term "expenses" includes all direct and indirect costs (including, without limitation, counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement, or appeal of a proceeding or establishing or enforcing a right to indemnification under this Article, applicable law or otherwise.

(d) The term "liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(e) The term "party" includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.

(f) The term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal.

IN WITNESS WHEREOF, the undersigned incorporator executes these Articles of Incorporation and verifies subject to penalties of perjury that the facts contained herein are true to the undersigned's knowledge and belief.

Dated this 6th day of November, 2007.

RB M, Exec Dir. IHA.
Russ "Bud" Myers Incorporator

This instrument was prepared by Mark D. Grant, Esq., ICE MILLER LLP, One American Square, Suite 3100, Indianapolis, Indiana 46282-0200.

**BYLAWS
OF
RED MAPLE GROVE HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I.

IDENTIFICATION AND APPLICABILITY

Section 1.01. Identification and Adoption. These Bylaws are adopted to govern Red Maple Grove Homeowners Association, Inc. (the "Corporation") in the conduct of its activities and duties pursuant to the Articles of Incorporation of the Corporation, filed with the Indiana Secretary of State on November 8, 2007 (together with any subsequent amendments, the "Articles") and the Declaration of Covenants, Conditions and Restrictions of Red Maple Grove, dated November 1, 2007, and recorded on November 1, 2007 as Instrument No. 2007-0155938, in the office of the Recorder of Marion County, Indiana (together with any subsequent amendments, the "Declaration"). The Declaration is incorporated herein by reference and all of the covenants, conditions, rights, restrictions, and liabilities therein contained shall apply to and govern the interpretation of these Bylaws. The definitions and terms as defined and used in the Declaration shall have the same meanings in these Bylaws unless otherwise specifically defined herein, and reference is hereby made to the definitions in the Declaration. The provisions of these Bylaws shall apply to the administration and conduct of the affairs of the Corporation.

Section 1.02. Individual Application. All of the Owners, tenants, their guests and invitees, or any other person who might now or hereafter use or occupy any portion of the property that is subject to the Declaration shall be subject to the rules, restrictions, terms and conditions set forth in the Declaration, the Articles, these Bylaws, and the Indiana Nonprofit Corporation Act of 1991, as the same may be amended from time to time (the "Act").

Section 1.03. Membership. The Members of the Corporation shall be the Owners. A Member shall be deemed to be in good standing so long as he, she or it remains in compliance with the covenants and obligations of an Owner under the Declaration, or as otherwise determined by the Board of Directors (herein collectively called the "Board of Directors" and individually called "Directors").

ARTICLE II.

MEETINGS OF THE MEMBERS

Section 2.01. Annual Meeting. The annual meeting shall be held on such date and at such place each year as may be determined by the Board of Directors. At each annual Meeting, the Members shall elect the Board of Directors in accordance with the provisions of these Bylaws, approve the annual budget, provide for the collection of Assessments (as hereinafter defined) and transact such other business as may be required by the Declaration, these Bylaws, the Act or as may properly come before the Members at such meeting.

Section 2.02. Special Meetings. A special meeting of the Members of the Corporation may be called by a majority of the Board of Directors, the President, or upon a written petition of the Owners of not less than twenty-five percent (25%) of the Votes (as hereinafter defined). The resolution or petition shall be presented to the President or Secretary of the Corporation and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the resolution or petition.

Section 2.03. Notice and Place of Meetings. Written notice stating the date, time, and place of any meeting of the Members, and, in the case of special meetings or when otherwise required by law, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Corporation to each Member and, if applicable, to any Mortgagee (as hereinafter defined) not less than ten (10) days prior to the date of such meeting. If at any meeting an amendment to the Declaration or these Bylaws is to be considered, the notice of such meeting shall describe the nature of such proposed amendment. The notice shall be mailed by first class U.S. Mail, postage prepaid, or delivered to the Members at their respective addresses as the same shall appear upon the records of the Corporation, and by first class U.S. Mail to the Mortgagees at their respective addresses as they shall appear on the records of the Corporation. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting. Furthermore, notice of any meeting may be waived by any Member in writing filed with the Secretary of the Corporation.

Section 2.04. Voting.

(a) Two Classes of Ownership. The Corporation shall have two (2) classes of Members, as set forth in the Articles.

(b) Number of Votes. Each Member shall be entitled to cast votes (each, a "Vote" and collectively, the "Votes") as follows:

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

(ii) Class B. The Class B member shall be the Declarant. The Declarant shall be entitled to five (5) votes for each Lot owned. For purposes of this calculation, it shall be assumed that the Declarant owns all Lots, which number shall be reduced as Lots are conveyed by the Declarant to an Owner. The Class B membership shall cease and be converted to Class A membership upon the transfer of control, as more particularly provided in Section 4.6 of the Declaration (such conversion date, the "Control Transfer Date").

(c) Multiple Ownership. When the owner of a portion of Real Estate is comprised of more than one person or entity (each, a "Co-Owner"), there shall be only

one voting representative entitled to cast the Votes allocable to that Real Estate. The Votes for such Real Estate shall be exercised by the person whom the Co-Owners with respect to such Real Estate may designate. If one of the Co-Owners casts the Votes allocable to its Real Estate, the Votes bind all Co-Owners of such Real Estate. In no event shall Co-Owners split their voting interest into fractional Votes; in other words, Co-Owners of Real Estate must cast all Votes allocable to such Real Estate in the aggregate only. The aggregate Votes of Co-Owners of Real Estate may be cast by any one of them unless an objection or protest is made by one of the Co-Owners, in which case the aggregate Votes of all Co-Owners of the Real Estate in question shall not be counted. In addition, the Corporation may reject a vote, consent, waiver or proxy appointment if there is a reasonable basis to doubt the validity of a signature or the signatory's authority.

(d) Voting by Corporation or Trust. When a corporation or trust is an Owner or is otherwise entitled to one or more Votes, the trustees may cast the Votes on behalf of the trust and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the Votes to which the corporation is entitled.

(e) Proxy. A Member may vote either in person or by his, her or its duly authorized and designated attorney-in-fact. When voting is by proxy, the Member shall duly designate his, her or its attorney-in-fact in writing, and deliver the proxy designation and proxy to an officer of the Corporation prior to the commencement of the meeting.

(f) Quorum. Except where otherwise expressly provided in the Declaration, these Bylaws, the Articles or the Act, the presence of Members or their duly authorized representatives holding in excess of thirty percent (30%) of the total Votes entitled to be cast shall constitute a quorum at all meetings. The term "majority of Members," as used in these Bylaws, shall mean unless otherwise expressly indicated, more than fifty percent (50%) of the total Votes as determined by the applicable provisions set forth in the Declaration, and the term "majority of the vote" shall mean more than fifty percent (50%) of the total Votes present or represented at such meeting.

(g) Conduct of Meeting. Meetings of Members, including the order of business, shall be conducted in accordance with Roberts Rules of Order, Revised, except insofar as the Articles, these Bylaws, or any rule adopted by the Board of Directors or Members may otherwise provide. The Members present at such meeting may, by unanimous consent, waive the requirements of this Section 2.04(g), but such waiver shall not preclude any Member from invoking the requirements of this Section 2.04(g) at any subsequent meeting.

ARTICLE III.

BOARD OF DIRECTORS

Section 3.01. Board of Directors. The affairs of the Corporation shall be governed and managed by the Board of Directors. The initial Board of Directors shall be as set forth in the

Articles and shall serve until the Control Transfer Date, and thereafter the Directors shall be elected at an annual meeting of the Members. The constituency of the Board of Directors may be increased to, but shall not exceed, nine (9) and may be decreased to, but shall not be below three (3). The number of Directors shall be increased or decreased in accordance with this Section 3.01 only if the increase or decrease is properly brought before the Corporation at an annual meeting or special meeting called for such purpose and approved by a majority of the vote. No person shall be eligible to serve as a Director unless he or she is an Owner or the agent of an Owner who is not an individual or is an attorney, agent, or employee of the Declarant. Except temporarily due to the resignation, removal, death, or incapacity of a Director, there shall be an odd number of Directors elected to serve on the Board of Directors at all times.

Section 3.02. Term of Office and Vacancy. The Board of Directors shall be elected at each annual meeting of the Members of the Corporation; provided that the Board of Directors may be divided into classes whose terms of office expire at different times. Any vacancy or vacancies occurring in the Board of Directors due to an increase in the number of Directors shall be filled by a vote of a majority of the remaining Directors. A Director selected shall serve until the next annual meeting of the Members or until a successor is duly elected and qualified.

Section 3.03. Resignation and Removal of Directors. A Director may resign from the Board of Directors at any time by providing written notice to the Board of Directors of such Director's intent to resign. In such case, a successor shall be elected by vote of a majority of the remaining Directors. A Director or Directors may be removed with or without cause by a majority of the vote of each class of Members at the same special meeting of the Members duly called and constituted. In such case, a successor shall be elected at the same meeting from eligible Members nominated at the meeting. In either case, a Director selected shall serve until the next annual meeting of the Members or until a successor is duly elected and qualified.

Section 3.04. Duties of the Board of Directors. The Board of Directors shall perform or cause to be performed, when and to the extent deemed necessary or appropriate in the Board of Directors' business judgment, the following:

- (a) Performance of the duties and responsibilities of the Association under the Declaration;
- (b) Assessment and collection from the Owners of each Owner's share of any Assessments provided for under the Declaration (collectively, the "Assessments");
- (c) Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (d) Preparing a full accounting of all receipts and expenses incurred during each year, which accounting shall be made available to Owners within forty-eight (48) hours after receipt of their written request;

(e) Keeping a current, accurate, and detailed record of receipts and expenditures of the Association specifying and itemizing the assessments and expenditures (all records and vouchers shall be available for examination by an Owner at any time during normal business hours with forty-eight (48) hours' notice); and

(f) Procuring and maintaining in force all insurance coverage required by the Declaration.

Section 3.05. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonably necessary or appropriate to accomplish their duties. These powers include, but are not limited to, the power:

(a) To employ a professional managing agent or real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board of Directors in performing its duties;

(b) To purchase for the benefit of the Owners such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors;

(c) To procure all such insurance as is required or permitted under the Declaration, for the benefit of the Owners and the Corporation;

(d) To employ legal counsel, architects, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Corporation;

(e) To include the costs of all of the above and foregoing as Assessments and to pay all of such costs therefrom;

(f) To open and maintain a bank account or accounts in the name of the Corporation; and

(g) Subject to the provisions of the Declaration, to adopt, revise, amend, and alter from time to time reasonable rules and regulations with respect to use of the Common Area; provided that the Board of Directors shall give written notice to the Owners of such rules and any revision, amendment, or alteration thereof.

Section 3.06. Right of Board of Directors to Adopt Rules and Regulations. Subject to the provisions of the Declaration, the Board of Directors may promulgate such reasonable rules and regulations regarding the use of the Common Area as the Board of Directors may deem desirable. Such rules as are adopted may be repealed or amended by a vote of a majority of the Board of Directors. The Board of Directors shall cause copies of all such rules and regulations, including any amendments or repeals thereof to be delivered or mailed promptly to all Owners at least fifteen (15) days prior to the effective date thereof. Any rule or regulation promulgated by the Board of Directors shall be consistently and duly enforced by the Board of Directors.

Section 3.07. Limitations on Board of Directors Action. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than Five Thousand and 00/100 Dollars (\$5,000.00), unless the prior approval of a majority of Members present or represented at any meeting is obtained, except in the following cases:

(a) Supervision and management of the replacement or restoration of any property owned by the Association that is damaged or destroyed by fire or other casualty, where the cost thereof is payable out of insurance proceeds actually received;

(b) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Members at the annual meeting of the Association; and

(c) An emergency, as reasonably determined by the Board of Directors.

Section 3.08. Compensation. No Director shall receive any compensation for his or her services as such except to such extent as may be expressly authorized by a majority of the vote of the Members.

Section 3.09. Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. The Secretary shall give notice of regular meetings of the Board of Directors to each Director personally or by United States mail at least ten (10) days prior to the date of such meetings. A special meeting of the Board of Directors may be called by the President or any two (2) Members of the Board of Directors. The person or persons calling such special meeting shall give written notice thereof to the Secretary who shall personally, by mail, by facsimile or by e-mail and at least five (5) days prior to the date of such special meeting, but immediately upon receipt of notice from person(s) calling the meeting, give notice to the Directors. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place as shall be designated in the notice.

Section 3.10. Waiver of Notice. Before any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director constitute a waiver of notice of the time, place, and purpose thereof. If a majority of Directors is present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 3.11. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action a written consent to such action is signed by all Members of the Board of Directors and such consent is filed with the minutes of proceedings of the Board of Directors.

Section 3.12. Committees. The President or the Board of Directors may from time to time create and appoint standing and special committees from among the Owners to undertake studies, make recommendations, carry on functions for the purpose of efficiently accomplishing

the purposes of the Corporation and perform such other duties as the Board of Directors may from time to time prescribe.

ARTICLE IV.

OFFICERS

Section 4.01. Officers of the Corporation. The principal Officers of the Corporation shall be the President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02. Election of Officers. The Officers of the Corporation shall be elected annually by a majority vote of the Board of Directors at the first meeting of the Board of Directors following each election thereof. Officers may serve unlimited consecutive terms. Upon recommendation of a majority of all Members of the Board of Directors and upon an affirmative vote of a majority of all Members, any Officer may be removed either with or without cause.

Section 4.03. Vacancies. Whenever any vacancies shall occur in any of the offices of the Corporation for any reason, the same may be filled by a majority vote of the Board of Directors at any meeting thereof and any Officer so elected shall hold office until the expiration of the term of the Officer causing the vacancy and until a successor shall be duly elected and qualified.

Section 4.04. Compensation. No Officer shall receive any compensation for his or her services as such, except as may be fixed by action of the Board of Directors.

Section 4.05. President. The President shall be elected from among the Directors and shall be the chief executive officer of the Corporation. The President shall preside at all meetings of the Corporation and of the Board of Directors, and shall have and discharge all the general powers and duties usually vested in the office of the president or chief executive officer of an association or a stock corporation organized under the laws of Indiana.

Section 4.06. Secretary. The Secretary shall be elected from among the Members or Directors. The Secretary shall attend all meetings of the Corporation and of the Board of Directors and shall keep or cause to be kept a true and complete record of proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board of Directors. If required, the Secretary shall attest the execution by the Corporation of deeds, leases, agreements and other official documents. The Secretary shall specifically see that all notices of the Corporation or the Board of Directors are duly given, mailed or delivered, in accordance with the provisions of these Bylaws.

Section 4.07. Treasurer. The Board of Directors shall elect from among the Members or Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Corporation and such other duties incident to the office of Treasurer. The Treasurer shall be legal custodian of all monies, notes, securities, and other valuables, which may from time to time come into possession of the Corporation. The Treasurer shall immediately deposit all funds of the Corporation coming into the Treasurer's hands in a federally insured bank or other depository to be designated by the Board of Directors.

Section 4.08. Assistant Officers. The Board of Directors may from time to time designate and elect from among the Members an Assistant Secretary and Assistant Treasurer, who shall have such powers and duties as the Officers whom they are elected to assist shall delegate to them and such other powers and duties as these Bylaws or the Board of Directors may prescribe.

ARTICLE V.

ACCOUNTING AND ASSESSMENTS

Section 5.01. Obligations of Owners. Each of the Owners shall automatically and mandatorily be Members in the Corporation and shall be entitled to all of the privileges and subject to all of the obligations thereof. All Owners, by acceptance of the deeds to the Real Estate owned by each of them, respectively covenant and agree to be bound by the conditions, restrictions, and obligations contained in the Articles, the Declaration and the provisions of these Bylaws.

Section 5.02. Annual Accounting. Annually, and within six (6) months after the close of each calendar year, the Board of Directors shall cause a financial statement to be prepared, which statement shall show all receipts and expenses received, incurred, and paid by the Corporation during the preceding calendar year. Such statement need not be audited and shall be made available to Owners pursuant to Section 3.04 of these Bylaws.

Section 5.03. Annual Budget. The Board of Directors shall adopt an annual budget for each fiscal year as more particularly provided in the Declaration.

Section 5.04. Assessments. Owners shall pay Assessments as set forth in Article V of the Declaration.

Section 5.05. Status of Funds Collected by Corporation. All funds collected pursuant to this Article V shall be held and expended by the Corporation solely for the purposes designated herein, and, except for any Assessments that may be levied hereunder or under the Declaration against less than all of the Owners, and except for such adjustments as may be required to reflect delinquent or prepaid assessments, shall be deemed to be held for the use, benefit, and account of all of the Owners.

ARTICLE VI.

NOTICES AND MORTGAGEES

Section 6.01. Notice to Corporation. Any Owner who places a first mortgage lien upon his, her or its Real Estate or the mortgagee thereof (a "Mortgagee") shall notify the Secretary of the Corporation and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary of the Association and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration or these Bylaws shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgages and the name and address of the Mortgagee are furnished to the Secretary, either by the Owner or by the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration or these Bylaws shall be required, and no Mortgagee shall be entitled to vote on any matter on which it otherwise may be entitled to vote by virtue of the Declaration, these Bylaws or proxy granted to such Mortgagee in connection with the mortgage.

Section 6.02. Notice of Assessments. Upon ten (10) days' written notice to the Corporation and the payment of a reasonable fee, the Corporation shall deliver to any Owner, Mortgagee, prospective Mortgagee, title insurance company, purchaser or other prospective transferee of any portion of Real Estate, a written statement setting forth the amount of all unpaid Assessments, if any, with respect to the subject Real Estate, together with the amount of the current Assessments and the date(s) such Assessments become due and payable. Any such written statement shall be binding upon the Corporation in favor of any person relying thereon in good faith.

Section 6.03. Financial Statements. The Corporation, upon the request of any Mortgagee, shall provide to said Mortgagee the most recent financial statement prepared on behalf of the Corporation pursuant to Section 5.02.

Section 6.04. Notices to Mortgagees. The Corporation shall promptly provide to any Mortgagee, of whom the Corporation has been provided notice under Section 6.01, notice of any of the following:

- (a) Any condemnation or casualty loss that affects either a material portion of the Association property or the building(s) or improvements on any Real Estate securing its mortgage;
- (b) Any delinquency in the payment of Assessments owed by the Owner of any Real Estate on which said holder, insurer, or guarantor holds a mortgage, if said delinquency continues for more than sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Corporation; and

(d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

Section 6.05. Availability of Information. The Corporation shall keep and shall make available to prospective purchasers of Real Estate, upon request at reasonable business hours, copies of the Declaration, these Bylaws, current rules and regulations, if any, and the most recent financial statement of the Corporation.

ARTICLE VII.

MISCELLANEOUS

Section 7.01. Execution of Contracts and Other Documents. The Corporation shall have no seal. Unless otherwise ordered by the Board of Directors, all written contracts and other documents entered into by the Corporation shall be executed on behalf of the Corporation by the President, and, if required, attested by the Secretary.

Section 7.02. Fiscal Year. The fiscal year of the Corporation shall begin on January 1 of each year and end on the immediately following December 31.

ARTICLE VIII.

AMENDMENT TO BYLAWS

These Bylaws may be amended in the same manner and to the same extent as the Declaration.

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PLAT FILED REBAUM
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SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED MAPLE GROVE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RED MAPLE GROVE (the "Declaration"), is made this 1st day of November, 2007, by Indianapolis Housing Agency ("Developer").

Recitals

A. Developer is the purchaser and owner of all of the lands contained in the area shown on Exhibit A, attached hereto and made a part hereof (the "Real Estate" or "Development").

B. As provided herein, Developer has retained and reserved the right, privilege and option to submit to the provisions of this Declaration at a later time and from time to time as a part of the Development additional property and has retained and reserved the right to withdraw and remove any portion of the Real Estate from the control and provisions of this Declaration.

C. Developer is about to sell and convey the residential lots situated within the Development and before doing so desires to subject and impose upon all real estate within the Development mutual and beneficial restrictions, covenants, conditions, easements and charges contained herein and as set forth in the recorded Plat for the Development (the "Declaration" or "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and future owners thereof.

Terms:

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to the Restrictions, and shall inure to the benefit of Developer's successors in title to any real estate in the Development.

ARTICLE I
DEFINITIONS

The following are the definitions of the terms used in this Declaration:

Section 1.1 "Assessment" shall mean the share of the Common Expenses imposed on each Lot or other special assessments, as determined and levied pursuant to the provisions of Article V hereof.

Section 1.2 "Association" shall mean Red Maple Grove Homeowners Association, Inc., or an entity of similar name, its successors and assigns, which shall be created as an Indiana nonprofit corporation formed or to be formed under the Indiana Nonprofit Corporation Act of 1991, as amended.

Section 1.3 "Board" shall mean the Board of Directors of the Association.

Section 1.4 "Builder" means the person, firm or entity constructing the first Dwelling Unit on each Lot.

Section 1.5 "Committee" shall mean the Development Control Committee which shall be appointed by the Board and have such duties as provided in Article VI, below.

Section 1.6 "Common Area(s)" shall mean those areas and all improvements located thereon which are identified as common areas on the Plat of the Development.

Section 1.7 "Common Expenses" shall mean the actual and estimated cost to the Association of the costs for maintenance, management, operation, repair, improvement and replacement of the Common Areas and the Association share of the expenses for the Shared Use Areas, and any other cost or expense incurred by the Association for the benefit of the Common Areas or for the benefit of the Association.

Section 1.8 "Development Period" shall mean the period of time during which Developer owns at least one (1) Lot.

Section 1.9 "Dwelling Unit" shall mean and refer to any structure (or portion thereof) designed or intended for use and occupancy as a residence by one (1) family on a Lot located within the Development, irrespective of whether such dwelling is detached or attached to another Dwelling Unit.

Section 1.10 "Easement Area" shall mean any portion of the Real Estate which is subject to an easement as more particularly described in Article III, below.

Section 1.11 "Lot" or "Lots" shall mean any parcel(s) of the Real Estate (excluding the Common Areas) which are designated and intended for use as a building site, or developed and improved for use as a single family residence identified by number on the Plats. No Lot shall be further subdivided for development purposes, except as may be reasonably necessary to adjust for minor side or rear yard encroachments or inconsistencies.

Section 1.12 "Member" shall mean any person or entity holding membership in the Association.

Section 1.13 "Owner" shall mean the record owner, whether by one or more persons, of the fee simple title to any Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

Section 1.14 "Shared Use Area" shall mean those areas and improvements located outside of the Development but which are available for use by Owners pursuant to a Shared Use Agreement with an adjoining property owner.

Section 1.15 "Supplemental Declaration" shall mean an amendment or supplement to this Declaration or the Plat executed by or consented to by Developer, or by the Association pursuant to Article II and recorded in the public records of the county in which the Declaration was originally recorded, which subjects additional real estate to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the Real Estate or the land described therein. A Supplemental Declaration may also remove any portion of the Real Estate then owned by Developer from the control and provisions of this Declaration.

ARTICLE II DEVELOPMENT OF THE REAL ESTATE

Section 2.1 Development of the Real Estate. All Lots shall be and hereby are restricted exclusively to single-family residential use and shall be subject to the standards and restrictions set forth in this Declaration. Developer shall have the right, but not the obligation, during the Development Period, to submit additional real estate to or exclude any portion of the Real Estate from the provisions of this Declaration and to make and maintain improvements, repairs and changes to any Common Area and all Lots owned by Developer including without limitation: (a) installation and maintenance of improvements in and to the Common Areas; (b) changes in the location of the boundaries of any Lots owned by Developer; (c) installation and maintenance of any water, sewer, and other utility systems and facilities; (d) installation of security or refuse systems; and (e) additions or changes to the boundaries of any Common Areas or Easement Areas.

Section 2.2 Public Streets. The streets and public rights-of-way shown on the Plat are, upon recording of the Plat, dedicated to the public use, to be owned and maintained by the governmental body having jurisdiction, subject to construction standards and acceptance by such governmental body. All Lots shall be accessed from the interior alleyways of the Development.

Section 2.3 Development of Additional Property. Developer hereby reserves the right and option, to be exercised in its sole discretion and without further approval by any party, to submit at any time and from time to time during the Development Period, additional real estate to the provisions of this Declaration. This option may be exercised by Developer in accordance with the following rights, conditions, and limitations:

(a) Additional real estate may be added to the Development at different times, and there are no limitations fixing the boundaries of the portions or regulating the order, sequence, or location in which any of such portions may be added to the Development. No single exercise of Developer's option to submit additional real estate to the Declaration shall preclude any further exercises of this option thereafter and from time to time as to other real estate.

(b) The option to add additional real estate may be exercised by Developer by the execution of a Supplemental Declaration or Plat describing such additional real estate

which shall be filed in the public records of the county in which the Declaration was originally recorded, together with a legal description of the additional real estate. The provisions of this Declaration shall then be construed as embracing the real property described in Exhibit A and such additional real estate so submitted to the terms hereof, together with all improvements located thereon.

Section 2.4 Withdrawal of Property. Developer hereby reserves the right and option during the Development Period, to be exercised in its sole discretion and without further approval by any party, to withdraw and remove any portion of the Real Estate then owned by Developer from the control and provisions of this Declaration. Such removal by Developer shall be carried out generally by the execution and filing of a Supplemental Declaration or other document which shall be filed in the public records of county in which the Declaration was originally recorded, together with a legal description of the Real Estate being withdrawn.

ARTICLE III PROPERTY RIGHTS AND EASEMENTS

Section 3.1 General. Each Lot shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred and encumbered the same as any other real property. The Owners of any Lot subject to this Declaration by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof whether from Developer or a subsequent Owner of such Lot shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the new Owner acknowledges the rights and powers of Developer with respect to this Declaration and also for their heirs, personal representatives, successors and assigns. Each Owner shall be entitled to the exclusive ownership and possession of his Lot subject to the provisions of this Declaration, including without limitation, the provisions of this Article III. The ownership of each Lot shall include and there shall pass with each Lot as an appurtenance thereto whether or not separately described a non-exclusive right and easement of enjoyment in and to the Common Areas as established hereunder and membership in the Association. Each Owner shall automatically become a member of the Association and shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically pass to his successor-in-title. Lots shall not be subdivided by Owners and the boundaries between Lots and between the Development and other neighborhoods shall not be relocated unless the relocation thereof is made with the approval of the Board and, during the Development Period, of Developer.

Section 3.2 Owner's Easement of Enjoyment. Every Owner, his family, tenants, and guests shall have a non-exclusive right and easement of use and enjoyment in and to the Common Areas, such easement to be appurtenant to and to pass with title to each Lot, subject to the provisions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board in accordance with the By-Laws and subject to the following provisions:

- (a) The right of the Association to mortgage all or any portion of the Common Areas for the purpose of securing a loan of money to be used to manage, repair, maintain, improve, operate, or expand the Common Areas.
- (b) The easements reserved elsewhere in this Declaration or in any Plat of all or any part of the Real Estate and the right of the Association to grant and accept easements as provided in this Article III. The location of any improvements, trees or landscaping within an easement area is done at the Owner's risk and is subject to possible removal by the Association or the grantee of such easement.
- (c) The right of the Association to dedicate or transfer fee simple title to all or any portion of the Common Areas to any appropriate public agency or authority, public, service district, public or private utility, or other person, provided that any such transfer of the fee simple title must be approved by a majority vote of the Members as provided in the By-Laws or by Developer during the Development Period.
- (d) The rights of the Association and Developer reserved elsewhere in this Declaration or as provided in any Plat of all or any part of the Real Estate.
- (e) The rights of the holder of any mortgage which is prior in right or superior to the rights, interests, options, licenses, easements, and privileges herein reserved or established.
- (f) The right of the Association to suspend an Owner's voting rights and the right to use any Common Areas for any period during which any assessment of the Association against that Owner's Lot remains unpaid, and for any violation by an Owner of the Association's rules and regulations, for the duration of the violation and for an additional period thereafter not to exceed thirty (30) days.

Section 3.3 Easements for Developer.

- (a) During the Development Period, Developer shall have an easement for access to the Real Estate, including any Lot and all Common Areas, for the purpose of constructing structures and other improvements in and to the Lots and Common Areas and for installing, maintaining, repairing and replacing such other improvements to the Real Estate (including any portions of the Common Areas) as are contemplated by this Declaration or as Developer desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Developer have the obligation to do any of the foregoing. In addition to the other rights and easements set forth herein and regardless of whether Developer at that time retains ownership of a Lot, Developer shall have an alienable, transferable, and perpetual right and easement to have access, ingress and egress to the Common Areas and improvements thereon for such purposes as Developer deems appropriate, provided that Developer shall not exercise such right so as to unreasonably interfere with the rights of Owners in the Development. Developer may at any time and

from time to time grant the rights contained in this Section 3.3(a) to any person or entity, including Builder.

(b) In addition to the easement set forth in Section 3.3 (a), Developer hereby retains, reserves and is granted an exclusive perpetual easement over, above, across, upon, along, in, through, and under the Utility Easement Areas, as such is defined in Section 3.4, below (i) for the purpose of owning, installing, maintaining, repairing, replacing, relocating, improving, expanding and otherwise servicing any utility or service including, without limitation, electricity, gas, sewer, telephone, aqua swirl; television and computer link by line, wire, cable, main, duct, pipe conduit, pole, microwave, satellite or any other transfer or wireless technology, and any related equipment, facilities and installations of any type bringing such utilities or services to each Lot or Common Area; (ii) to provide access to and ingress and egress to and from the Real Estate for the purposes specified in subsection (i); and (iii) to make improvements to and within the Real Estate to provide for the rendering of public and quasi-public services to the Real Estate. The easements, rights and privileges reserved to Developer under this Section 3.3(b) shall be transferable by Developer to any person or entity solely at the option and benefit of the Developer, its successors and assigns and without notice to or the consent of the Association, the Owners or any other person or entity. Developer may at any time and from time to time grant similar or lesser easements, rights, or privileges to any person or entity, including Builder. By way of example, but not by limitation, Developer and others to whom Developer may grant such similar or lesser easements, rights or privileges, may so use any portion of the Real Estate to supply exclusive telecommunications services to each Lot. The easements, rights and privileges reserved under this Section shall be for the exclusive benefit of Developer, its successors and assigns and may not be impaired, limited or transferred, sold or granted to any person or entity by the Association or any of the Owners.

Section 3.4 Drainage, Utility and Sewer Easements ("DU&SE").

(a) There is hereby reserved for the benefit of Developer, the Association, and their respective successors and assigns, the perpetual right and easement, as well as the power, to hereafter grant and accept nonexclusive easements to and from utility service providers and/or the City of Indianapolis and their respective successors and assigns, upon, over, under, and across (i) all of the Common Areas; and (ii) those portions of all Lots designated on the Plat as "DU&SE" and as otherwise are reasonably necessary (such areas herein referred to collectively as the "Utility Easement Areas") for installing, replacing, repairing, and maintaining electric, water, sewer, natural gas, telephone, aqua swirl, storm water management and cable service facilities.

The Developer, the Association, and their successors and assigns shall also have the perpetual right and easement, as well as the power, to hereafter grant and accept nonexclusive easements within the Utility Easement Areas to and from any public authority or agency, public service district, public or private utility or other person for the purpose of installing, replacing, repairing, maintaining, and using storm sewers, drainage systems, and storm water systems and facilities for the Development or any portion thereof. Any other grant or acceptance of any easement other than those specified above for any other utility service, including but not limited to, master

television antenna and/or cable systems, security and similar systems, shall be made by Developer in accordance with the rights reserved to Developer under Section 3.3(b), above. To the extent possible, all utility lines and facilities serving the Development and located therein shall be located underground. By virtue of any such easements and facilities, it shall be expressly permissible for the providing utility company or other supplier or service provider, with respect to the portions of the Development so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any fences, trees, bushes, or shrubbery, (iii) to grade, excavate, or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.

(b) Developer hereby grants to such governmental authority or agency as shall from time to time have jurisdiction over the Development with respect to law enforcement and fire protection, the perpetual, nonexclusive right and easement upon, over, and across all of the Common Areas for purposes of performing such duties and activities related to law enforcement and fire protection in the Development as shall be required or appropriate from time to time by such governmental authorities under applicable law.

(c) There shall be created sanitary sewer easements in those areas designated on the Plat which easements shall run in favor of Developer and any governmental or private entity needing such access for the purpose of installation and maintenance of the pipes, lines, manholes, pumps and other equipment necessary for the sanitary sewer system.

Section 3.5 Drainage Easements. There is hereby reserved an easement within the Utility Easement Areas for the benefit of Developer, the Association, and their respective successors and assigns for access to and installation, repair, or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate; provided, however, that the Owner of any Lot subject to a drainage easement shall be required to maintain the portion of said drainage easement on his Lot (as shown on any Plat) in the condition originally provided by Developer and free from obstructions so that the surface water drainage will be unimpeded. No changes shall be made to said area by the Owner without the written consent of the applicable governmental agency; provided, however, that Developer, in its sole discretion, may make any changes. No permanent structures shall be erected or maintained upon said drainage easements.

Section 3.6 Landscape Easements ("LE"). Landscape Easements, as designated on a Plat or separate easement of all or any part of the Real Estate, are hereby created and reserved for the use of Developer, Builder, and the Association for access to and installation, maintenance, repair, and replacement of signs, walls, earth mounds, trees, foliage, landscaping and other improvements. Except as installed by Developer, Builder, or the Association no improvements or permanent structures, including without limitation, fences, patios, decks, driveways, and walkways, shall be erected or maintained in or upon said Landscape Easements without the written consent of the Board and provided such are in accordance with all applicable zoning laws. Notwithstanding the reservation of this easement, the Owners of Lots subject to an LE which does not extend along adjoining streets or roads shall have the exclusive right to use such area, subject to any other easement affecting such Lot.

Section 3.7 Medians and Entry Features. There may be landscaped medians and/or islands located within the Development and within the public right-of-way of the streets which are not otherwise labeled as Common Areas or as a LE. These areas are created and reserved for installation and maintenance of landscaping and entry features such as but not limited to permanent walls, signs, fences and landscaping material. These landscaped areas and features shall be maintained by the Association as if such were a Common Area.

Section 3.8 Sales and Construction Offices. Notwithstanding any provisions or restrictions herein to the contrary, during the Development Period, and for a reasonable time thereafter, there is hereby reserved and created for the use of Developer, and its successors and assigns, Builder, and other persons constructing improvements within the Development, an easement for access to the Real Estate for the maintenance of signs, sales offices, construction offices, business offices, and model houses, together with such other facilities as in the sole opinion of Developer may be reasonably required, convenient, or incidental to the completion, improvement and/or sale of Lots and the Common Areas.

Section 3.9 Maintenance Easement. There is hereby reserved and created for the use of Developer, the Association and their respective agents, employees, successors and assigns, a maintenance easement to enter upon any Lot for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash so as to maintain a community-wide standard of health, fire safety, and appearance within the Development, provided that such easements shall not impose any duty or obligation upon Developer or the Association to perform any such actions.

Section 3.10 Shared Use Area. Every Owner, his family, tenants and guests shall have the non-exclusive right to use the Shared Use Areas, to the extent and subject to the rights and obligations of the Association as set forth in any Shared Use Agreement or similar agreement for such Shared Use Areas. The Board shall designate for the Owners the Shared Use Areas.

ARTICLE IV ORGANIZATION AND DUTIES OF ASSOCIATION

Section 4.1 Organization of Association. The Association shall be organized as a nonprofit corporation under the laws of the State of Indiana, to be operated in accordance with the Articles of Incorporation of the Association ("Articles of Incorporation") which have been filed or will be filed by Developer, and the Code of By-Laws of the Association ("By-Laws"). If a Lot is owned by one or more individuals, or a trust, corporation, or other entity, they shall be treated collectively as one Member for voting purposes, so that as to any matter being considered by the Association, only one vote appertains to each Lot. Notwithstanding anything herein to the contrary, until control has been transferred in accordance with Section 4.6 hereof, Developer shall appoint the Board and elect all officers of the Association, and during the Development Period, all actions of the Association shall otherwise require the prior written approval of the Developer.

Section 4.2 General Duties of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place, and stead of, the individual Owners in all matters pertaining to the maintenance, repair, and replacement, of the Common Areas, the

determination of Common Expenses, and the collection of annual and special Assessments. The Association shall also have the right, but not the obligation to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in the Plat. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct.

(a) *Maintenance by Association.* The Association shall maintain and keep in good repair the Common Areas. The maintenance shall include, but need not be limited to, maintenance, repair and replacement of all landscaping and other flora, structures, play equipment, and improvements, including all private streets situated upon the Common Areas, landscaping easements along the primary roads through the Development, medians and rights of ways of public streets within the Real Estate, entry features for the Development, and such portions of any other real property included within the Common Areas as may be provided in this Declaration, or by a contract or agreement for maintenance with any other person or entity, by the Association. The Association shall maintain, or cause others to maintain and share in the costs of, Shared Use Areas.

(b) *Maintenance by Owners.* Unless specifically identified herein, each Owner shall maintain and repair the interior and exterior of his or her Lot and Dwelling Unit, and all structures, parking areas, lawns, landscaping, grounds and other improvements comprising the Lot and Dwelling Unit in a manner consistent with all applicable covenants, including the Red Maple Grove Design Guidelines dated July 10, 2006, as amended from time to time (the "Design Guidelines").

(c) *Association's Remedies if Owner Fails to Maintain Lot.* In the event that Developer or the Association determines that: (i) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, cleaning, repair, or replacement of items for which is his responsibility hereunder, or (ii) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part, then in either event, Developer or the Association, except in the event of an emergency situation, may give such Owner written notice of Developer's or the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner. Said Owner shall have ten (10) days within which to complete such maintenance, cleaning, repair or replacement in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair or replacement is not capable of completion within said ten (10) day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provision hereof after such notice, Developer or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner and said cost (together with the cost of attorneys fees, if any, in the enforcement of the

Owner's obligations and collection of the charge to the Owner) shall become a lien against the individual Owner's Lot (with respect to any matter relating to an individual Owner's responsibility) and such cost shall become apart of the costs of the Association (until such time as reimbursement is received from the individual Lot Owner). In the event that the Developer undertakes such maintenance, cleaning, repair or replacement, the Association shall promptly reimburse the Developer for the Developer's costs and expenses, including reasonable attorneys' fees and filing fees.

Section 4.3 Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury. The Association may, but need not, maintain in force adequate officers and directors insurance covering the officers and directors of the Association. If appropriate, the Association shall also maintain in force adequate fire and extended coverage insurance, insuring all Common Areas against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value of such improvements and property. The Association shall notify all mortgagees which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, Board members, the Developer, any property manager, their respective employees and agents, the Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more parties against other insured parties.

The Association may maintain a fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of one (1) years' assessment on all Lots in the Development, plus the Association's reserve funds.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days written notice to the Association, and all mortgages who have requested such notice, before the insurance policies or fidelity bonds can be canceled or substantially modified for any reason.

Section 4.4 Owners' Insurance Requirements. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot(s) and structures constructed thereon. The Board may require all Owners to furnish copies or certificates thereof to the Association. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX of this Declaration and all applicable zoning, building and other governmental regulations. The Owner shall pay any costs of repair or reconstruction

which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner must rebuild or reconstruct in accordance with the Design Guidelines.

Section 4.5 Condemnation or Destruction. In the event that any of the Common Areas shall be condemned or taken by any competent public authority, or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interests of the Owners in any proceedings, negotiations, insurance adjustments, settlements or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied, first, to the restoration and repair of any Common Areas condemned, damaged, or destroyed to the extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Common Areas or turned over to the Owners in proportion to their Pro-rata Shares (as hereinafter defined), whichever may be determined by a majority vote of the members of the Association. Each Owner shall be responsible for pursuing his own action for damages to his Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Common Areas. The Association shall notify all mortgagees of Lots of which it has notice of any condemnation, damage or destruction of any Common Areas.

Section 4.6 Transfer of Control of Association. Developer shall transfer control of the Association to the Members and its right to elect the Board and officers of the Association shall terminate as soon as is practical upon the transfer of a number of Lots equal to ninety percent (90%) of the Lots in the Development; provided, however, that Developer may transfer control of the Association at an earlier date in its sole discretion. Notwithstanding such transfer of control, during the Development Period, all actions of the Association shall continue to require the prior written approval of the Developer.

Section 4.7 Interim Advisory Committee. Developer may, in its sole discretion, establish and maintain until such time as Developer shall transfer control of the Association pursuant to Section 4.6 hereof, an Interim Advisory Committee (the "Advisory Committee"). If established: (a) The Advisory Committee shall serve as a liaison between the Owners (other than the Developer) and the Association and advise the Association from time to time during such period; (b) The Advisory Committee shall consist of three (3) members, each of whom must be an Owner (other than Developer, or an officer, director or employee of Developer); (c) The members of the Advisory Committee shall serve without compensation. The Advisory Committee shall be elected for a term of one (1) year by the Owners (other than Developer) at a meeting thereof called for such purpose; and (d) The Owners (other than Developer) may remove any member of the Advisory Committee with or without cause, and elect a successor at a meeting thereof called for such purpose.

Section 4.8 Mortgagees' Rights. Any mortgagees of any Owners shall have the right, at their option, jointly or severally, to pay taxes or other charges which are in default or which may or have become a charge against the Common Areas and to pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Common Areas, and mortgagees making such payment shall be owed immediate reimbursement therefore from the Association. In addition, neither the Owners nor the Association shall materially impair the right of any mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate.

Section 4.9 Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Development, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Development or the enforcement of this Declaration. The Association may, but shall not be required to, arrange as an Association expense with third parties to furnish water, sewer service, snow removal, security, street lighting, lawn and landscaping service and other common services to each Lot.

Section 4.10 Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property for the use of all Owners.

ARTICLE V ASSESSMENTS

Section 5.1 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within the Development and promoting the health, safety, and welfare of the Owners, users, and occupants of the Development and, in particular, for the Association's obligations relating to the improvement, repairing, operating, and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon, enforcement of the Restrictions and for the cost of labor, equipment, material, and management furnished with respect to the Common Areas; provided that the Association shall not be responsible for the replacement, repair or maintenance of any Common Areas which are or hereafter may be dedicated to the public. Each Owner (except the Developer and Builder) hereby covenants and agrees to pay to the Association:

- (a) A Pro-rata Share (as hereinafter defined) of the annual Assessment fixed, established, and determined from time to time, as hereinafter provided.
- (b) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

The Developer hereby covenants and agrees to pay to the Association during the Development Period an amount equal to the difference, if any, between the expenditures of the Association made pursuant to this Section 5.1 and the aggregate amount of the annual Assessments collected by the Association.

Section 5.2 Liability for Assessment. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot other than Lots owned by the Developer and Builder and shall constitute a lien from and after the due date thereof in favor of the Association upon each such Lot. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each such Lot at the time when the Assessment is due. 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 become 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, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

Section 5.3 Pro-rata Share. The Pro-rata Share of each Owner for purposes of this Article V shall be the percentage obtained by dividing one by the total number of Lots shown on the Plat of the Development ("Pro-rata Share").

Section 5.4 Basis for Annual Assessments. The Board shall establish an annual budget prior to the beginning of each fiscal year setting forth estimates of all Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be mailed or delivered to each Owner not less than thirty (30) days prior to the beginning of each fiscal year of the Association. Such budget shall serve as the basis for establishing the annual assessments. Commencing after the Development Period, the annual Assessment shall not increase in any fiscal year by more than ten percent (10%) without the approval of two-thirds (2/3) of the Members.

Section 5.5 Basis of Special Assessments. Should the Board at any time during the fiscal year determine that the Assessment levied with respect to such year are insufficient to pay the Common Expenses for such year the Board may, at any time, and from time to time levy such special Assessments as it may deem necessary for meeting the Common Expenses. In addition, the Board shall have the right to levy at any time, and from time to time one or more special Assessments for the purpose of defraying, in whole or in part, any unanticipated Common Expense not provided for by the annual Assessments.

Section 5.6 Fiscal Year and Date of Commencement of Assessments. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. The annual Assessment shall commence as to a particular Lot on the first day of the month following the conveyance of such Lot by the Developer to an Owner (other than Builder), or by Builder to an Owner who is an end-user. The first annual Assessment within the Development shall be made for the balance of the Association's fiscal year in which such Assessment is made and shall become due and payable commencing on any date fixed by the Association. The annual Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such Assessments in installments. Until January 1 of the year immediately following the conveyance of the first Lot in the Development to an Owner other than Builder, the maximum annual Assessment shall be One Hundred Fifty Dollars (\$150.00) per Lot.

Section 5.7 Duties of the Association Regarding Assessments.

- (a) The Board shall keep proper books and records of the levy and collection of each annual and special Assessment, including a roster setting forth the identification of each

and every Lot and each Assessment applicable thereto, which books and records shall be kept by the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Board shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed or delivered to the Owners or their designated representatives as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed or delivered less than thirty (30) days prior to the due date of the Assessment to which such notice pertains; payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing or delivery of such notice.

(b) The Association shall promptly furnish to any Owner or any mortgagee of any Owner upon request a certificate in writing signed by an officer of the Association setting forth the extent to which Assessments have been levied and paid with respect to such requesting Owners or mortgagee's. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. The Association may assess an administrative fee for such certificate not to exceed the sum of Twenty-Five Dollars (\$25.00).

(c) The Association shall use its best efforts to notify any mortgagee from which it has received a request for notice of any default in the performance by any Owner of any obligation under the By-laws or this Declaration which is not cured within sixty (60) days, provided, however, failure to provide said notice shall not affect the status of said default

Section 5.8 Non-payment of Assessments; Remedies of Association.

(a) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot, and shall be collected in the same manner as the Assessments described in subparagraph (b) hereof; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

(b) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys fees, shall bear interest at the rate of twelve percent (12%) per annum until paid in full. In addition to such interest, the Association shall assess a late fee, as from time to time determined by the Board of Directors of the Association. The Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owners Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys

fees, paralegal fees, and-in the event a judgment is obtained, such judgment shall include such interest, late fees, costs, attorneys' fees, and paralegal fees.

Section 5.9 Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year. Such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special Assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common Expenses for that fiscal year, a Pro rata Share of such excess shall be a credit against the Assessment(s) due from each Owner for the next fiscal year(s).

ARTICLE VI ARCHITECTURAL STANDARDS AND REQUIREMENTS

Section 6.1 Purpose. In order to preserve the natural setting and beauty of the Development, to establish and preserve a harmonious and aesthetically pleasing design for the Development, and to protect and promote the value of the Real Estate, the Lots and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article VI and in Article VII. Notwithstanding the foregoing, neither this Article nor Article VII shall apply to the activities of the Developer, nor to construction or improvements or modifications to the Common Areas by or on behalf of the Association. The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Committee.

Section 6.2 Design Review Committee. All development in the Development is subject to the Design Guidelines. Members of the Committee may include persons who are not Members of the Association. Members of the Committee may or may not be members of the Board. The Design Review Committee shall be composed as set forth in the Design Guidelines, and the Board shall not separately establish said Committee.

Section 6.3 Non Vegetative Landscaping Approval. To preserve the aesthetic appearance of the Development, no material modification to the grading, excavation, or filling of any Lot shall be implemented by an Owner (other than Builder), unless and until the plans therefore have been submitted to and approved in writing by the Committee. The provisions hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to approvals required under this Section.

Section 6.4 Approval Not a Guarantee. No approval of plans-and specifications and no publication of standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Developer, the Association, nor the Committee shall be responsible or liable for: (a) any defects in any plans or, specifications submitted, revised, or approved pursuant to the terms of this Article VI; (b) loss or damages to any person arising out of the approval or disapproval of

any plans or specifications; (c) any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations; nor (d) any defects in construction undertaken pursuant to such plans and specifications.

Section 6.5 Building Restrictions. All improvements shall be constructed in compliance with any and all applicable state, county and municipal zoning and building restrictions. Prior to any such grading, clearing, construction of impervious surface, building, or other construction activity, the Owner of any Lot which is subject to such rules, regulations, guidelines or restriction shall make such filings, and obtain such authorizations and permits as are required there under, and further, shall receive the prior written approval of the Committee.

ARTICLE VII Use Restrictions

The Association, acting through its Board, shall have the authority to make and to enforce standards and restrictions governing the use of the Real Estate, in addition to those contained herein, and to impose reasonable user fees for use of Common Areas and Shared Use Areas. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association by a majority of Members entitled to vote thereon, subject to the prior written consent of the Developer during the Development Period or amended by Developer in accordance with Article IX hereof.

Section 7.1 Use of Lots. Except as permitted by Section 7.24 hereof, each Lot shall be used for residential purposes only, and no trade or business of any kind may be carried therein. The use of a portion of a Dwelling Unit as an office by an Owner, or his tenant shall not be considered to be a violation of this covenant if Owner is in compliance with Section 7.24 below. No building or structure shall be located on any Lot outside of the setback lines designated on the Plats.

Section 7.2 Awnings and Window Screens. No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades, or other purposes nor shall any window-mounted heating or air conditioning units be permitted. No metal, fiberglass or similar type awnings or patio covers shall be permitted. Collapsible or retractable clotheslines, not to exceed fifteen feet in length will be allowed with proper Committee approval. Permanent clotheslines will not be approved. While not in use, the clothes lines must always be kept collapsed or retracted. Clothing, rugs, or other items which are visible to others in the Development shall not be hung on any railing, fence, hedge or wall.

Section 7.3 Signs. No signs of any kind shall be erected within the Development, or permitted within any windows, without the written consent of the Board, except for (i) such signs as may be required by legal proceedings, (ii) a single standard real estate "for sale" or "for rent" sign may exist on a Lot if such does not exceed six (6) square feet in area, and (iii) any signs utilized by Developer or approved by the Developer for use by Builder. Developer may use such signs, as it deems necessary or appropriate during the Development Period. No business signs, flags, banners or similar items except those placed and used by Developer advertising or providing directional information shall be erected by any Owner. If permission is granted to any

person to erect a sign, including name and address signs within the Development, the Board reserves the right to determine the size and composition of such sign as it, in its sole discretion, deems appropriate.

Section 7.4 Parking and Prohibited Vehicles.

(a) *Parking.* Vehicles shall be parked in the garages serving the Lots. Garages shall be used for parking of vehicles and no other use or modification thereof shall be permitted which would reduce the number of vehicles which may be parked therein below the number for which the garage was originally designed.

No Owners or other occupants of any portion of the Development shall repair or restore any vehicles of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or workshops, or (ii) for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(b) *Prohibited Vehicles.* Commercial vehicles primarily used or designed for commercial purposes, tractors, busses, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages, except for construction vehicles used in connection with Builder's construction activities. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Real Estate except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Real Estate during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas. Any vehicles parked in violation of this Section or parking rules promulgated by the Board may be towed at the expense of the Owner.

Section 7.5 Animals and Pets. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in the Development. All pets shall remain under the control and supervision of an adult Owner and shall not be permitted off of such Owner respective Lot unless on a leash or other restraint. The Owner of any pet shall be responsible to clean up or repair any waste or damage caused by such pet, and assure that such pet does not create any unreasonable disturbance.

Section 7.6 Quiet Enjoyment. No portion of the Real Estate shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition, except for the storage of equipment, materials and other property by Builder in connection with its construction activities. No noxious or illegal activity shall be carried on upon any portion of the Real Estate. No hunting of any nature shall be permitted within the Development. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Real Estate. The Developer or the Association may order the relocation of any woodpiles which are unsightly. No horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Development.

Section 7.7 Unsightly or Unkempt Conditions; Lawn Care; Dumping. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her Lot. All lawns and other landscaping materials shall be maintained on a regular basis. In no event shall the grass on any Lot exceed the length of six inches (6"). All dead trees shall be cut down and removed by the Owner of the Lot where the dead tree is located. The pursuit of hobbies or other activities, specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Real Estate. Nothing which would result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation shall be permitted in the Development. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Development shall be liable to the Association for the actual costs of removal thereof or the sum of \$150.00, whichever is greater, and such sum shall be added to and become a part of that portion of any assessment next becoming due to which such Owner and his Lot are subject.

Section 7.8 Antennas, Aerials and Satellite Dishes. No exterior antennas aerial, satellite dishes, or other apparatus larger than thirty-six (36) inches in diameter and intended for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of any Lot. Any such antennas, aerials, satellite dishes or other such apparatus that do not exceed thirty-six (36") in diameter shall be permitted on a Lot only if such will be aesthetically concealed by landscaping or otherwise and shall be installed so as not to be visible from front elevation street view or constitute a nuisance or offensive effect on other Lot Owners. Under no circumstances shall any such antennas aerials, satellite dishes, or other such apparatus be installed without the approval of the Committee. No radio or television signals, nor electromagnetic radiation, shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals within the Development, provided however that the Developer and/or the Association shall have the right without obligation to erect an aerial, satellite dish, or other apparatus or master antenna or cable system for the benefit of all or a portion of the Real Estate should any such master system or systems be utilized by the Association and require any such exterior apparatus.

Section 7.9 Garbage Cans, Tanks, Etc. No storage tanks of any kind shall be allowed upon a Lot except for LP gas tanks on residential use gas grills. No rubbish, trash or garbage containers shall be stored or maintained outdoors except for such temporary storage necessary for immediate pick up of the trash and in that event, trash shall be stored in appropriate containers.

Section 7.10 Pools. No above ground swimming pools shall be erected constructed or installed on any Lot; provided nothing herein shall preclude installation and use of hot tubs, spas or in ground pools with prior approval of the Committee as provided herein.

Section 7.11 Storage Sheds and Temporary Structures. Except as may be utilized by Developer or Builder during the Development Period, no tent, shack, trailer, storage shed, mini-barn or other similar detached structure shall be placed upon a Lot or the Common Areas. Notwithstanding the above, party tents or similar temporary structures may be erected for special

events with prior written approval of the Committee or the Developer and children's overnight camping tents will be allowed as long as they are not up longer than forty-eight (48) hours.

Section 7.12 Drainage, Water Wells and Septic Systems.

(a) Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than the Developer may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

(b) No private water wells may be drilled or maintained and no septic tanks or similar sewerage facilities may be installed or maintained on any Lot.

Section 7.13 Traffic Regulation and Sight Distance at Intersections. All Lots located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain wherein it would create a traffic or sight problem. All vehicular traffic on the private streets and roads in the Development shall be subject to the provisions of the laws of the State of Indiana, and any other applicable governmental agency, concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including modifications of those in force on public streets, within the Development. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems necessary, including levying fines for the violation thereof. Only drivers licensed to operate motor vehicles by the State of Indiana or by any other state in the United States may operate any type of motor vehicle within the Development. All vehicles of any kind and nature which are operated on the streets in the Development shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all residents of the Development.

Section 7.14 Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Development, except for temporary lines as required during construction and high voltage lines if required by law for safety purposes.

Section 7.15 Air Conditioning Units. Except as may be permitted by the Board, no window air conditioning units may be installed in any Lot.

Section 7.16 Mailboxes. Each Owner of a Lot shall maintain the mailbox and structure which was originally installed by Builder, and shall replace same as necessary with a mailbox and structure which is substantially the same in appearance as that which was originally provided to the Dwelling Unit. Nothing may be attached to the mailbox structure which will affect the uniformity thereof with other such structures in the Development. The Committee shall have the discretion to require the replacement of any mailbox within the Development at the expense of the Owner of the Lot served thereby.

Section 7.17 Exterior Flags and Sculpture. Exterior sculptures, fountains, flags, and similar items must be approved by the Committee.

Section 7.18 Driveways and Sidewalks. All driveways will be constructed by Builder of the Dwelling Unit which it serves. Owners shall maintain and replace the driveway of their Lot thereafter so as to maintain the same appearance as provided at the time of original construction, ordinary wear and tear excepted.

Section 7.19 Fences. No fencing shall be installed on any Lot without the prior review and approval of the Committee provided that nothing in this section shall apply to Developer or any fencing installed by the Developer. No fence shall be higher than six (6) feet. No fencing shall extend forward at a point, which is ten (10) feet behind the front corner of the residence. Fencing on any corner Lot shall be at least five (5) feet from the sidewalk. All fencing shall be constructed of wrought iron, wood, vinyl, or vinyl coated chain link, provided, however, there shall be no vinyl coated chain link fence in the front of the home, only between lots. All chain link fencing shall have a black or brown finish and cannot exceed four (4) feet in height.

No enclosures, structures or "runs" which are designed primarily for the outside keeping of pets or other animals and which are made in whole or part from chain link fencing material, including but not limited to dog runs, kennels, or other similar enclosures, shall be permitted; provided, however, the Committee shall have the discretion to approve such an enclosure or structure if such is surrounded by a wooden privacy fence which minimizes the visibility of such structure by adjoining property owners.

Section 7.20 Business Uses. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Dwelling Unit may conduct business activities within the Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Real Estate; (c) the business activity does not involve persons coming onto the Real Estate who do not reside in the Real Estate or door-to-door solicitation of residents of the Development; and (d) the business activity is consistent with the residential character of the Development and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Real Estate, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involve the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation; or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Lot or Dwelling Unit shall not be considered a trade or business within the meaning of this section. This section shall not apply to any commercial property within the Development nor shall it apply to any activity conducted by the Developer or Builder approved by the Developer with respect to its development and sale of the Real Estate or its use of any Lots or Dwelling Units which it owns within the Real Estate for development and sales purposes.

Section 7.21 Basketball Goals. No permanent basketball goals shall be permitted on any lot without the prior review and approval of the Committee. No basketball goals shall be permitted to be used along any curb on or in any street of the Community.

Section 7.22 Playground Equipment. No playground equipment shall be installed on any Lot without the prior review and approval of the Committee. All such equipment shall be located at least ten (10) feet from any adjacent property lines and in the rear yard of a Lot (being the portion of such Lot behind the rear corners of the residence on such Lot). Notwithstanding the foregoing, in the event such Lot is located on a corner in the Community, the Committee may, in its discretion, approve a location for such equipment other than a rear yard provided such is not closer than ten (10) feet from any public sidewalk.

Section 7.23 On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Real Estate except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment and residential use gas grills, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

Section 7.24 Control of Common Areas.

(a) *Control by the Association.* As part of its general duties, the Association shall regulate the Common Areas and shall provide for the maintenance thereof in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures in the vicinity thereof and the natural or other vegetation and topography of the Common Areas and Shared Use Areas. No improvements, excavation, changes in grade or other work shall be done upon the Common Areas by any Owner, nor shall the Common Areas and/or Shared Use Areas be changed by any Owner from its natural or improved existing state, without the prior written approval of the Committee.

(b) *Restrictions of Use of Common Areas and/or Shared Use Areas.* The following covenants and restrictions on the use and enjoyment of the Lots, the Common Areas and/or the Shared Use Areas shall be in addition to any other covenants or restrictions contained herein or in the Plat and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit, of and be enforceable by any Owner or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any of such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

(i) No one other than Owners who are Members in good standing with the Association, or such an Owner's occupant, tenants, guests or invitees, may use the Common Areas and/or Shared Use Areas.

(ii) No nuisance shall be permitted to exist on any Lot and no waste shall be committed on any Lot which shall or might damage or cause injury to the Common Areas and/or Shared Use Areas.

(iii) All Owners and members of their families, their guests, or invitees, and all occupants of any Lot or the Properties or other persons entitled to use the same and to use and enjoy the Common Areas and/or Shared Use Areas shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Areas and/or Shared Use Areas.

(iv) No Owner shall be allowed to plant trees, landscape or do any gardening in any part of the Common Areas and/or Shared Use Areas, except with express permission from the Committee.

(v) The Common Areas and/or Shared Use Areas shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board.

Section 7.25 Laws and Ordinances. Every Owner and occupant of any Lot or Dwelling Unit, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Real Estate and any violation thereof may be considered a violation of this Declaration; provided, however, the Board shall have no obligation to take action enforce such laws, statutes, ordinances and rules.

Section 7.26 Sales and Construction. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for the Developer and its agents, employees, successors, and assigns and the Builder to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and Dwelling Units or the developing of Lots, Dwelling Units and Common Areas, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model houses, all as may be approved by the Developer from time to time, provided that the location of any construction trailer of any assignees of the Developer's rights under this Section 7.31 shall be subject to the Developer's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwelling Units as model residences, and to use any Dwelling Unit as an office for the sale of Lots and Dwelling Units and for related activities.

Section 7.27 Occupants Bound. All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Lot Owner. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws and rules and regulations adopted pursuant thereto.

Section 7.28 Damaged Structures. 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 from the time of such destruction or damage.

ARTICLE VIII
RULEMAKING AND REMEDIES FOR ENFORCEMENT

Section 8.1 Rules and Regulations. Subject to the provisions hereof, the Board may establish reasonable rules and regulations concerning the use of Lots and Dwelling Units. Any amendments thereto shall be furnished by the Association to all Members prior to the effective date. All said rules and regulations shall be binding upon the Owners, their families, tenants guests, invitees, servants and agents until and unless any such rule or regulations be specifically overruled, cancelled, or modified by the Board or in a regular or special meeting of the Association by a majority of the Members as set forth in the By-Laws, subject to Developer's consent during the Development Period.

Section 8.2 Authority and Enforcement.

(a) Upon the violation of this Declaration, the By-Laws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any Assessments, the Association shall have the power, after fifteen (15) days written notice to the Owner or the occupant of said violation, and failure by said Owner or occupant to cure the violation within said time frame: (i) to cause the Association to correct the violation at its own cost and expense, which said cost and expense shall constitute a continuing lien upon the Lot of the Owner or the occupant who is guilty of such violation; (ii) to suspend an Owner's right to vote in the Association; and (iii) to suspend an Owner or occupant's right (and the right of his or her family, guests, and tenants) to use any of the Common Areas.

The Board shall have the power to impose all or any combination of these sanctions. Such sanctions are in addition to the Association's remedies under Section 4.2, above, relating to maintenance. An Owner or occupant shall be subject to the foregoing sanctions in the event of such a violation by him or her, his or her family, guests, or tenants. Any such suspension of rights may be for the duration of the infraction and or any additional period thereafter, such additional period not to exceed thirty (30) days per violation.

(b) Notwithstanding subsection (a) above, a violation or threatened violation of any of the covenants and restrictions contained in this Declaration and the provisions contained in the Articles of Incorporation and By-Laws of the Association, or any rules and regulations adopted hereunder, shall be grounds for an action at law or equity instituted by the Developer, the Association, or any Owner against any person violating or threatening to violate any such covenant, restriction, rule, or regulation. Available relief in any such action shall include the recovery of damages; injunctive relief, either to restrain the violation or threatened violation or to compel compliance with the covenants, restrictions, rules or regulations; declaratory relief the enforcement of any lien created by

these covenants, restrictions, rules, or regulations; and the recovery of costs and reasonable attorneys' fees incurred by any party successfully enforcing such covenants, restrictions, rules, or regulations. Failure by the Developer, the Association, or any Owner to enforce any covenant, restriction, rule, or regulation shall in no event be deemed a waiver of the right to do so thereafter; provided, however, that no action shall be brought against either the Developer or the Association for failing to enforce or carry out any such covenants, restrictions, rules, or regulations.

Section 8.3 Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot or any portion of the Common Area to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Lot Owner five (5) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

Section 8.4 Right of Entry. The Association shall have the right, in addition to and not in limitation of all the rights it may have, to enter into structures and upon Lots for emergency, security, or safety purposes, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firefighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the Owner or occupant of the Lot.

ARTICLE IX GENERAL PROVISIONS

Section 9.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Real Estate, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument in writing, signed by more than seventy-five percent (75%) of the then Owners has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein. The number of ten (10) year renewal periods shall be unlimited.

Section 9.2 Amendment. Prior to the conveyance of the first Lot to an Owner, the Developer may unilaterally amend this Declaration. After such conveyance, the Developer may unilaterally amend this Declaration at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rules or regulations, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots and the dwellings; (c) required by an institutional or governmental agency or lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage

Corporation, to enable such lender or purchaser to acquire or purchase mortgage loans on the Lots and the Dwellings; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; (e) to annex additional real estate to the Development; (f) to correct clerical or typographical errors in this Declaration or any exhibit hereto, or any supplement or amendment thereto; provided, however, any amendment permitted under subsections (a) through (f) of this Section 9.2 shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. Additionally, during the Development Period, the Developer may unilaterally amend this Declaration for any purpose, provided the amendment has no material adverse effect upon any right of the Owners.

Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of voting Members representing at least seventy-five percent (75%) of the Members entitled to vote thereon. Any amendment to be effective must be recorded in the public records of the County in which this Declaration was recorded.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of the Developer or the assignee of such right or privilege.

Section 9.3 Indemnification. The Association shall indemnify every officer, director, and Committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or Committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director or Committee member. The officers, directors and Committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and Committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director and Committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or Committee member or former officer, director or Committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers and directors, liability insurance to fund this obligation, if such insurance is reasonably available.

Section 9.4 Limitation on Developer's Liability. Notwithstanding anything to the contrary herein, it is expressly agreed, and each Owner, by accepting title to a Lot and becoming an Owner acknowledges and agrees that neither Developer (including without limitation any assignee of the interest of Developer hereunder) nor any director, officer or shareholder of Developer (or any partner, officer, director or shareholder in any such assignee) shall have any personal liability to the Association, or any Owner, or other person, arising under, in connection

with, or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration or the Association. If any judgment is ever levied against Developer (or its assignee), the same is hereby agreed to be limited to the extent of Developer's (or such assignee's) interest in the Development; and, in the event of a judgment no execution or other action shall be sought or brought thereon against any other assets, nor be a lien upon any other assets of Developer (or its assignee).

Section 9.5 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Developer or the Board will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its filing in the public records. The captions of each Article and Section hereof as to the contents of each Article and Sections are inserted only for limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Indiana.

Section 9.6 Right of Entry. The Association, and during the Development Period the Developer, shall have the right, but not the obligation, to enter onto any Lot for emergency, security and safety reasons, and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws, and the Association rules, which right may be exercised by the Association's Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner or occupant directly affected thereby. This right of entry shall include the right of the Association to enter a Lot and Dwelling Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

Section 9.7 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration would be unlawful, void, or voidable for violation of the common law rule against perpetuities, then such provisions shall continue on for the maximum amount of time as allowed by Indiana Code 32-17-8-1, et seq. as amended from time to time.

Section 9.8 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote representing at least two-thirds (2/3) of the Members entitled to vote thereon. However, this Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) actions brought for collection of assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it.

Section 9.9 Notice of Sale or Transfer of Title. In the event that any Owner (other than Builder) desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Board at least seven (7) days prior written notice of the name and address of the purchaser or

transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Until such written notice is received by the Board, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder, including payment of assessments, notwithstanding the transfer of title to the Lot.

Section 9.10 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provision hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 9.11 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of the Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 9.12 Rights of Third Parties. This Declaration shall be recorded for the benefit of the Developer, the Owners and their mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any-right, title or interest whatsoever in the Development except as provided for herein or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and subject to the rights of the Developer and the mortgagees as herein provided, the Owners shall have the right to extend, modify, amend or otherwise change the provisions of this Declaration in accordance with the provisions hereof without the consent, permission or approval of any adjoining owner or third party.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants, Conditions and Restrictions for Red Maple Grove to be executed as of the date written above.

INDIANAPOLIS HOUSING AGENCY

By: RB M
(signature)

Its: RB MYERS EXEC DIR
(printed name and title)

STATE OF INDIANA)
) SS
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, this 16th day of October, 2007, personally appeared Robert "Bob" Myers the Executive Director of Indianapolis Housing Agency, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions for Red Maple Grove on behalf of such _____, and who, having been duly sworn, stated that the representations therein contained are true.



Leah Dancer
Notary Public (Signature)
Leah Dancer
(Printed Name)

My Commission Expires:
October 27, 2012

County of Residence:
Marion

This instrument was prepared by Mark D. Grant, Esq., ICE MILLER LLP, One American Square, Suite 3100, Indianapolis, Indiana 46282-0200.

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. Mark D. Grant, Attorney at Law.

EXHIBIT A

THE REAL ESTATE OR DEVELOPMENT

Lots 1 thru 52 in the plat for Brokenburr Trails Section Two subdivision as recorded in Instrument Number 2006-64513 in the Office of the Recorder, Marion County, Indiana.