

200300007578
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
02-21-2003 At 03:30 PM.
COVENANTS 38.00
OR Book 400 Page 641 - 654

**RESTRICTIVE COVENANTS OF ROCKINGHAM
SECTION TWO**

Legacy II, Inc., as Owner and Developer of Rockingham, Section Two, a subdivision located within the real estate more particularly described on attached Exhibit "A"; do hereby restrict and covenant the lots of said subdivision and other area within the boundary of said subdivision and themselves, their grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply in their entirety to all of said subdivision:

I. Definitions.

A. "Committee" shall mean the Architectural and Environmental Control Committee composed of Edward L. Stockton and Kevin R. Andrews, or their duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an owner as hereinafter defined.

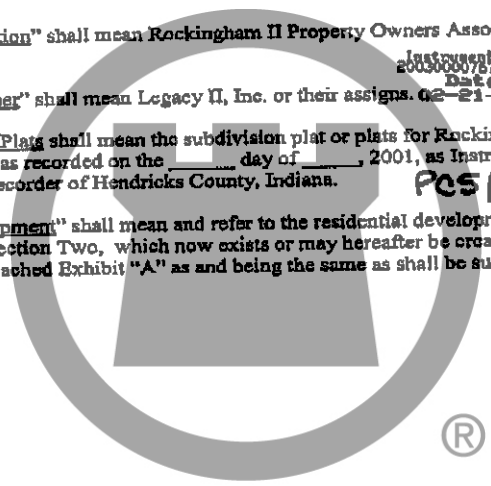
B. "Owner" shall mean the person or collection of persons who has acquired or is acquiring any right, title, or interest, legal or equitable, in and to a lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

C. "Association" shall mean Rockingham II Property Owners Association as created by the Developer.

E. "Developer" shall mean Legacy II, Inc. or their assigns. **02-21-2003 03:30 PM.**

F. "Plat or "Plats shall mean the subdivision plat or plats for Rockingham, Section Two, the plat of which was recorded on the _____ day of _____, 2001, as Instrument # _____ in the Office of the Recorder of Hendricks County, Indiana. **PCS/59/2AB**

G. "Development" shall mean and refer to the residential development known as Rockingham, Section Two, which now exists or may hereafter be created within the real estate described on attached Exhibit "A" as and being the same as shall be subdivided by plat or plats.



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H. "Development Period" shall mean and refer to the period of time during which Developer owns any one (1) Lot within the Development.

I. "Easements" shall mean and refer to certain "Drainage Easements", "Utility and Drainage Easements", "Maintenance Easements" and "Landscaping Easements", which are referenced on the Plat.

J. "Lot" shall mean any numbered parcel of real estate shown and identified as a lot on the plat.

K. "Common Areas" shall mean those areas on the plat or plats marked as such or those areas other than lots. The Common Areas are hereby created and reserved:

1. solely for the common visual and aesthetic enjoyment of the Owners;
2. for use by the Developer during the Development Period for the installation of retention and detention ponds or lakes, entryways and nature areas, if any;
3. for the use as retention and detention ponds or lakes, entryways and nature areas, if any; and,
4. for the use of the Association for the management and control of retention and detention ponds or lakes, entryways and nature parklands and the installation, maintenance and repair of improvements thereto.

These areas shall be governed by the Rockingham II Property Owners Association. These areas shall be conveyed to the respective Association and shall be accepted by such at such time as deemed necessary by Developer.

2. **Land Use.** Lots shall be used only for single family residential purposes. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession. Where an owner acquires adjoining lots for the purpose of building one dwelling across the common lot line, any side lot line set back restrictions or regulations shall not apply to said common lot line. No structure shall be built across lot lines coinciding with sanitary sewer easements, drainage easements, and utility easements.

3. **Dwelling Size.** No dwelling shall be erected, altered, placed, or permitted to remain on any lot other than a one single-family residence not to exceed three stories in height. Dwellings on all lots shall have, at a minimum, attached two-car garages; the entrances of any garage shall be approved by the committee. The ground floor area of the main structure of any one story dwelling, excluding garages and one story porches, shall be not less than 1600 square feet. The ground floor area of the main structure of any two story dwelling, excluding garages and one story porches, deck and patios shall be not less than 800 square feet, with no less than a total of 1800 square feet of finished floor space in such two story structure. All residential structures

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shall be constructed with eighty percent (80%) brick on the ground level. No vinyl or aluminum siding shall be permitted on any elevation. Aluminum soffit shall be permitted. Vinyl windows shall be permitted on any residential structures.

4. **Roof Pitch.** A minimum roof pitch shall be 7/12 on the main structure of the dwelling.
5. **Building Lines.** Front building lines are established as shown on the Plat between which lines and the property lines or the street; no structure shall be erected or maintained. Side building lines are established as shown on the Plat or by the Town of Plainfield as the case may be, between which lines and the property lines or the street, no structure shall be erected or maintained.
6. No trailer, tent, shack, basement, garage, barn above ground storage tank, or other outbuilding or temporary structure shall be used for temporary residential purposes on the property, and, no boat, trailer, recreational vehicle, truck larger than 3/4 ton pick-up, or camper of any kind (including, but not in limitation thereof, house trailers or mobile homes, camping trailers and boat trailers) shall be kept or parked upon said lot except within a garage.
7. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession.
8. **Animals.** No animals or poultry shall be kept or maintained in this subdivision except common household pets.
9. **Architectural Design.** No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in the Development until the location plan, building plans, and specifications have been first submitted to, and approved by, the Committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already existing, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the Development. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove any plans and specifications within fifteen (15) business days after such plans and specifications have been submitted to it, such plans shall be deemed approved and the provisions of this Covenant satisfied.
10. **Covenants for maintenance assessments through Rockingham II Property Owners Association.**
 - A. **Creation of the Lien and Personal Obligation of Assessments.**
The Developer, being the owner of Rockingham, Section Two, hereby covenants, and each subsequent owner of all Lots, by acceptance of a deed of conveyance, shall be deemed to

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covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

B. **Purposes of Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of all Lots and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas situated upon the development including, but not limited to, the payment of taxes and insurance thereof and repair, replacement, maintenance, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof excluding items covered under paragraph 10 herein.

C. **Basis and Amount of Annual Assessments.** The original assessment pursuant to the Covenants of Rockingham, Section Two, shall be in the amount of \$125.00 per each lot sold by the Developer, its representatives or assigns, by land contract or deed and assessment shall be distributed evenly against each lot. All such assessments shall be paid to the Treasurer of the Rockingham II Property Owners Association. From all such assessments, the Association shall pay for the cost of maintenance repair, upkeep, management and operation of the common areas as required in the By-Laws of Rockingham II Property Owners Association. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from developer for any lots owned by them or otherwise.

D. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized by Section C hereof, the Association may levy in any assessment year on each lot sold by the Developer, its representatives or assigns, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements. Provided any such assessment shall have the affirmative vote of two-thirds (2/3) of the votes of all voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. **Change in Basis and Maximum of Annual Assessments.** Subject to the limitations of Section C hereof, and for the periods therein specified, the Association may change the



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maximum and basis of the assessments fixed by Section C hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. **Quorum for Any Action Authorized under Sections D and E.** The quorum required for any action authorized by Sections U and E hereof shall be as follows: At the first meeting called as provided in Sections U and E hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections U and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. **Date of Commencement of Annual Assessments. Due Dates.** The initial annual assessments, provided for herein, shall commence on the first day of the month following conveyance of a lot to an owner. The Assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or pro-rations of assessments shall be made by the Association. For the purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessment under Section U hereof shall be fixed in the Resolution authorizing such assessment.

H. **Duties of the Board of Directors.** The management, affairs and policies of the Association shall be vested in the Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

I. **Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association.** If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as

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hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest the cost of preparing and filing a Complaint in such action; and in the event of Judgment, such judgment shall include interest on the total amount as above provided and reasonable attorney's fees action.

J. Subordination of the Lien to Mortgages. The lien of the assessments provided for therein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the properties subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien or any such subsequent assessment.

K. Exempt Property. The following property, subject to this Declaration, shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to the public use; (b) all Common Areas of the development; (c) all properties exempted from taxation by the laws of the State of Indiana upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successor and assigns, and held by them or any of them for sale or resale, including any lots which may have been reacquired by the Developer. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

L. Voting, Board and Developer. Each owner of a lot in the Development of Rockingham shall be a member of said association and shall have one (1) vote for all matters coming before the association including the selection of a Board of Directors, which shall consist of not less than two (2) or more than nine (9) members and which shall assume their duties upon expiration of the term of the Initial Board of Directors which shall consist of two (2) members, Edward L. Stockton and Kevin E. Andrews, which Initial Board shall serve until the sale of thirty (30) lots in the Development or until January 1, 2010, whichever first occurs.

11. No parcel of land shall be re-divided into a smaller building lot.



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12. All lots and owners thereof shall belong to the Rockingham II Property Owners Association and shall be governed by the By-Laws of such association.

13. Construction and Repair Time. Any house, fence, water line, sewer, ditch, or any structure, once approved and under construction, must be completed one (1) year from the date construction starts. Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six (6) months of such occurrence.

14. Utility Building and/or Barn. All utility buildings and/or barns or other out buildings shall be constructed with the same brick veneer as the residential house. All utility buildings and/or barns or other buildings shall have approval of Architecture Committee as to square feet, height, roof pitch, design and any other feature Architectural Committee shall deem to be of importance.

15. Signs. The only signs permitted to be created or displayed in this subdivision are: those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the owner no more frequently than one day twice each year, a single sign placed by an owner to advertise the property for sale or rent or to prohibit hunting or trapping.

16. Storage Tanks. Any gas or oil storage tanks used in connection with a lot shall be located within a - garage or house such that they are completely concealed from public view.

17. Hunting and Trapping. Hunting and trapping are prohibited in this subdivision, except that the Rockingham II Property Owners Association has exclusive authority to allow trapping in the ponds.

18. Fences. All fences, including material and height, require Committee approval before erection. No fence shall extend forward of the furthest back corner of the residence. Swimming pools shall be properly fenced to protect the safety of others.

19. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways shall be placed, or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street line. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

20. Water Supply and Sewage Disposal. No private or semi-private water supply may be located upon any Lot in the Development which is not in compliance with regulations or procedures as provided by the Indiana



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State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or other similar method of sewage disposal shall be located or constructed on any lot.

21. **Vehicle Parking.** No vehicle of more than 3/4 ton hauling capacity shall be parked on any homesite except while making a delivery or pickup. No car, boat, truck, motorhome or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesite unless kept within a garage. No vehicle of any kind shall park on any road in this subdivision for more than twenty-four (24) hours.

22. **Landscaping.** The lot owner shall landscape the lot within sixty (60) days following completion of a house thereon, weather permitting.

23. **Maintenance of Lots and Improvements.** Each lot owner shall at all times maintain the lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the exterior of all improvements in a good state of repair. No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept, except in sanitary containers out of view from street except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash. All lots, whether improved or not, shall be mowed by the lot owners or their designated representatives at least twice during each of the months of April through September.

24. **Nuisances.** No noxious or offensive activity shall be carried out or allowed to be carried out on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the residents of the Development.

25. **Basements.** Basements may be constructed in this subdivision but pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required.

26. **Driveways.** Residential driveways shall be constructed of portland cement concrete. Pavement shall be a minimum of four (4) inches thick excluding sub-base material. The driveway shall be completed not later than the completion of the construction of the dwelling.

26(a). **Common Driveway.** The driveway located between Lots 4 and 5 is a common, shared driveway for the benefit of both Lots. The owners of both Lots shall share equally in the cost and expense of installing and maintaining the common driveway, i.e. 50% to each Lot. Any expenditure in the maintenance or upkeep of the common driveway shall first require the written consent from both Lot owners.

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27. **Swimming Pools.** No swimming pools where the water level is either partially or completely above ground level shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others. Prior to erection, such fence shall be approved by the Committee.
28. **Crawl Space and Foundation Drains.** No crawl spaces, eaves troughs, gutters, downspouts, or foundation drains shall be constructed so as to discharge water onto a street.
29. **No Visually Obtrusive Objects.** No high intensity lighting, no television, radio or other antennas, no large satellite dishes, nor any visually obtrusive object may be erected by any Lot Owner on the exterior of a dwelling or anywhere on a Lot. Lot Owner(s) must obtain the express, written approval of the Committee prior to the installation of a SMALL (20" or less) satellite Reception Device. The Lot Owner must notify the Committee in writing of the type and size of the small Reception Device, color, the proposed location, and provide the Committee with a copy of any required permit. If an acceptable quality signal can be received by placing the Reception Device inside a dwelling unit without unreasonable cost increase, then installation outside a Dwelling Unit is prohibited. Any approved exterior Reception Devices must be maintained or replaced if the exterior of the device deteriorates.
30. **Sidewalks.** Concrete sidewalks with a minimum of four (4) feet shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of constructing and maintaining the sidewalks on their respective Lots. Sidewalks shall be installed at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than one (1) year from the date an Owner first purchases a Lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date. All sidewalks must be constructed in accordance with the Committee's specifications. Lot Owners shall keep sidewalks on their respective Lots free of snow and cleared of debris.
31. **Gazebos.** Free standing gazebos are permitted if design and location is approved by the Architectural Committee.
32. **Mail Boxes.** Size, location, lighting, height and composition of every mailbox shall be approved by the Committee prior to installation and shall conform to specifications set forth by the United States Postal Service and/or Postmaster General.
33. **Retaining Walls.** Approval of the Committee shall be required prior to installation of any retaining wall. Retaining walls which divert ground water onto adjoining properties or which otherwise substantially change the existing drainage pattern is not permitted.
34. **Play Equipment.** Children's play equipment, including but not limited to sand boxes, temporary swimming pools having a depth of less than twenty four (24) inches, swing and slide sets, play houses and tents

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shall be permitted without prior approval of the Committee, provided, however, that such equipment shall not be more than eight (8) feet high, shall be in good repair (including paint) and every reasonable effort shall have been made to screen or shield such equipment from view. With respect to equipment higher than eight (8) feet, prior approval by the Committee of the design, location, color, material and use shall be required.

35. **Clothes Lines.** Collapsible and removable clothes lines will be permitted by the Committee, but permanent clothes lines will not be approved by the Committee.

36. **Garbage and Other Refuse.** No Owner of a Lot in the Development shall burn or permit the burning out of doors of leaves, garbage or other refuse, nor shall any Owner accumulate or permit the accumulation of out of doors of such refuse on his Lot except as may be permitted in Paragraph 37, below. All residential dwelling structures built in the Development shall be equipped with a suitable garbage can or container.

37. **Trash Receptacles.** Every outdoor can or container for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development, except at the times when refuse collections are being made. Every such can or container shall be secured so as to prevent entry by insects and animals.

38. **Gardens.** No garden shall be visible from any street.

39. **Ditches and Swales.** It shall be the duty of every Owner of every Lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and, in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonable necessary to accomplish the purposes of this subsection.

40. **Association's Right to Perform Certain Maintenance.** In the event that any Owner of a Lot in the Development shall fail to maintain his Lot and any improvements situated thereon in accordance with the provision of these Restrictions, the Association shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and, improvements situated thereon, if any, conform to the requirements of these Restrictions.

41. **Blanket Easement.** Each lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the drainage-ways and sub-surface drains of the drive, with this blanket temporary easement being supplementary to the easements depicted on the plat of Rockingham.

42. **Improvements in Lake or Lake Area.** There shall be no fences, piers, docks or other structures or improvements made within the lake or lake area without approval of the Committee and Association.

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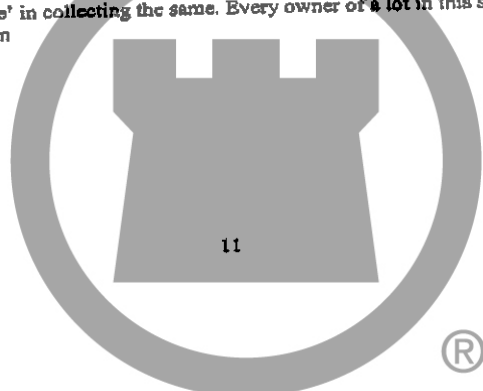
CHICAGO TITLE

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43. The committee may require the street address of each dwelling to be carved in stone and located on the exterior of each dwelling.

44. Additional Sections of Rockingham Subdivision. The owners within Rockingham, Section Two are now notified that the Developer or others intend to create and develop additional sections or phases of Rockingham Subdivision. Further, notice is provided to the owners of Rockingham, Section One, that the Restrictive Covenants of such additional sections and phases of Rockingham Subdivision shall be less stringent than the Restrictive Covenants hereby placed upon Rockingham Subdivision, Section One.

45. Enforcement. Any owner of any lot or lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. The successful party to any such action shall recover attorneys fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title. If any owner of a lot in this subdivision shall fail to maintain his lot and/or any improvements situated thereon, or to keep sight distances or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the Committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may reasonably necessary to make said lot, and/or any Improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Committee shall be collected in any reasonable manner from the owner. Neither the Committee nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the owner or owners of that lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the committee, such charge has remained due and payable for an unreasonably long period of time, the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every owner of a lot in this subdivision, and any person who may acquire any interest in



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STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in this subdivision is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay all fines that shall be made pursuant to this paragraph.

46. Term. These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which twenty-five (25) years they shall be automatically extended for successive ten (10) year periods, unless an instrument signed by a majority of the lots has been recorded agreeing to change said covenants in whole or in part.

47. Severability. Invalidation of any one of these covenants by court order shall not affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, as owner and Developer of the above described real estate, have set their hands and seals this 9th day of DECEMBER, 2002.

LEGACY II, INC.
By: [Signature]
Edward L. Stockton, Secretary-Treasurer
By: [Signature]
Kevin E. Andrews, President

Before me, a Notary Public in and for said County and State, personally appeared Edward L. Stockton and Kevin E. Andrews, Secretary-Treasurer and President, respectively of Legacy II, Inc., who

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acknowledged the execution of the foregoing Restrictions of Rockingham, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 9th day of December, 2002.



Amy M Eisenbrock
Notary Public - Signature
Amy M Eisenbrock
Notary Public - Printed Name
Resident of Hendricks County

My Commission Expires: 11/15/10

This instrument prepared by: Lee T. Comer Attorney-at-Law, P.O. Box 207 Danville, IN 46122, (317) 745-4300.



CHICAGO TITLE

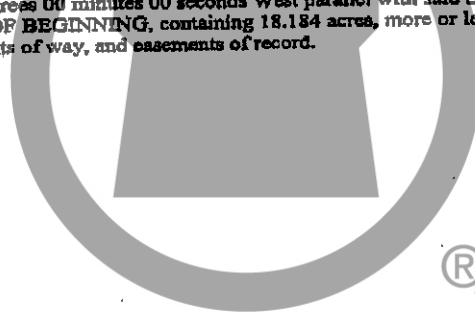
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EXHIBIT A"**LAND DESCRIPTION**
(Rockingham - Section 2)

That portion of the West Half of the Northwest Quarter of Section 28, Township 15 North, Range 1 East of the Second Principal Meridian, Hendricks County, Indiana, described as follows:

Considering the South line of said West Half Quarter Section as bearing North 90 degrees 00 minutes 00 seconds East with all bearings contained herein being relative thereto.

Commencing at a Hendricks County Surveyor's Monument found marking the Southwest corner of said West Half Quarter Section; thence North 90 degrees 00 minutes 00 seconds East along the South line thereof 649.75 feet to a MAG nail with "LS29800001" washer set at the southeast corner of a parcel of land described in a Land Contract between Paul Maynard Krebs and Larry Ward Geyer recorded as Instrument No. 97-22390 in Public Record Volume 30, Pages 850 - 853 in the Office of the Recorder of said county; thence North 01 degree 10 minutes 46 seconds East along the east line of said parcel of land 557.25 feet to a 5/8 inch rebar with "BANNING ENG LS29800001" cap set (herein referred to as "rebar set") at the point being the POINT OF BEGINNING; thence continue North 01 degree 10 minutes 46 seconds East 43.90 feet to a 5/8 inch rebar with "R/S 920002" cap found at the northeast corner of said parcel of land; thence South 90 degrees 00 minutes 00 seconds West along the north line thereof 34.35 feet to a rebar set at the southeast corner of a parcel of land described in deed to Timothy J. & Tamara K. Anderson recorded in Decd Record 354, Pages 493 - 495 in said county records; thence North 01 degree 18 minutes 46 seconds East along the east line of said parcel of land 1050.92 feet to a rebar set; thence South 89 degrees 48 minutes 27 seconds East 721.12 feet to a rebar set on the East line of said West Half Quarter Section; thence South 00 degrees 49 minutes 13 seconds West along said East line 1092.22 feet to a rebar set; thence South 90 degrees 00 minutes 00 seconds West parallel with said South line 696.11 feet to the POINT OF BEGINNING, containing 18.184 acres, more or less, subject to all legal highways, rights of way, and easements of record.



CHICAGO TITLE

200500021774
Filed for Record in
HENRICKS COUNTY IN
THERESA D. LYNCH
07-23-2005 At 11:45 AM.
COVENANTS 14.00

**AMENDMENT TO RESTRICTIVE COVENANTS
OF ROCKINGHAM SECTION TWO**

WHEREAS, the Restrictive Covenants of Rockingham, Section Two were recorded February, 21, 2003 in Public Record Volume 400, pages 641-654, in the Office of the Recorder of Hendricks County, Indiana (hereinafter the "Covenants"); and

WHEREAS, the Rockingham, Section 2 Final Plat of subdivision was recorded February 21, 2003 in Plat Cabinet 5, Slide 59, Pages 2 A and 2 B in the Office of the Recorder of Hendricks County, Indiana (hereinafter the "Plat"); and

WHEREAS, a majority of the owners of the lots in Rockingham, Section Two desire to amend the Covenants as permitted in paragraph number 46 of the Covenants, to allow Common Area "J" as depicted on the Plat to be privately owned and maintained by the owner of Lot 18, Rockingham Section Two.

NOW, THEREFORE, the Restrictive Covenants for Rockingham, Section Two are hereby altered, changed and amended as follows:

Section 1 (K), "Definition of Common Areas" shall exclude Common Area J as depicted on the Plat, which Common Area J shall be privately owned and maintained by the owner of Lot 18.

IN WITNESS WHEREOF, the undersigned majority of lot owners of Rockingham, Section Two have hereunto executed and sealed this Amendment to the Restrictive Covenants.

So amended this 19th day of July, 2005.

Donald E. Lambert
Donald E. Lambert
Lots 4-13, 18-20, 23-25, 27, 29-31, 33-45

JR Lazzari Builders, Inc.
By: [Signature]
Printed Title: PRESIDENT
Lots 14, 17

[Signature]
Orin Saunders
Lot 15

[Signature]
John Saunders
Lot 15

[Signature]
Janet K. Shaffer, Trustee
Lot 16

[Signature]
Judy Kleiser
Lot 21

[Signature]
Terry Kleiser
Lot 21

[Signature]
Lorraine Ohlman
Lot 28

[Signature]
Lance O. Ferrell
Lot 32

[Signature]
Tracy Ferrell
Lot 32

[Signature]
Lorraine Ohlman
Lot 28

[Signature]
Tracy Ferrell
Lot 32

[Signature]
LOT 46

[Signature]
LOT 46

CHICAGO TITLE

2-3

2

STATE OF INDIANA)
)SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State personally appeared Donald B. Lambert, John R. Lazzaro, the President of JR Lazzaro Builders, Inc., Janet K. Shaffer, Trustee of the Janet K. Shaffer Revocable Trust, Owen Saunders and Joan Saunders, Terry Kleiser and Judy Kleiser, Jyl A. Burgasser, Lorraine Ohlman, Lance G. Ferrell and Tracy Ferrell, Wayne L. Spruill and Claudia Spruill, who acknowledged the execution of the foregoing Amendment to Restrictive Covenants of Rockingham Section 2, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 19th day of July, 2005.

My Commission Expires:

1-27-08

County of Residence:

Hendricks

[Signature]
Signature of Notary Public

Dorothy Lambert
Printed Name of Notary Public



424405

This instrument was prepared by Ben Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, (317-745-4300).



CHICAGO TITLE