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

STANLEY COVE, SECTION 1

This Declaration of Covenants, Conditions and Restrictions for Stanley Cove, Section 1 (this "Declaration"), made this 15 day of April, 2011 by the Indianapolis Airport Authority, Matthew A. Roth and Leslie H. Roth, Herman C. Riddle and Melissa L. Riddle, Larry A. Carter and Jill A. Carter, Daniel R. Switzer, Drake L. Johnson, Michael H. Gill and Lynna M. Gill (collectively "Declarant").

WITNESSETH:

WHEREAS, Declarant owns all the real estate, including lots and common areas, in Stanley Cove, Section 1, a subdivision in Guilford Township, Hendricks County, Indiana, as per plat thereof recorded May 28, 1996 in Plat Cabinet 3, Slide 181 page 1 in the office of the Recorder of Hendricks County, Indiana (the "Real Estate"); and

WHEREAS, the Real Estate has been developed as a residential community known as Stanley Cove; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values in such community and the maintenance of the common areas. To this end, Declarant desires to subject the Real Estate to certain rights and privileges, covenants, conditions, restrictions, easements, assessments, charges and/or liens, each and all to the extent herein provided, for the benefit of the Real Estate and each owner of all or any part thereof; and

WHEREAS, Declarant deems it desirable, for the efficient preservation and enhancement of the property values in said community and the maintenance of the common areas that serve the Real Estate, to allow for a future agency to which shall be delegated and assigned the powers of owning, maintaining and administering any common facilities located on the Real Estate; administering and enforcing the covenants and restrictions contained in this Declaration; collecting and disbursing the assessments and charges imposed and created hereby; and promoting the health, safety and welfare of the owners of the Real Estate, and all parts thereof; and

WHEREAS, at a certain time in the future as set forth below, a not-for-profit corporation under the name Stanley Cove Owners Association, Inc., or a similar name, will be formed as the agency responsible for the functions referenced in the immediately preceding recital paragraph, and prior to such time as the corporation is created, a Committee will be formed to perform such duties.

NOW, THEREFORE, Declarant hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate and the residential community as a whole and of each of the Lots situated therein.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration or in any instrument supplemental

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hereto (unless the context shall clearly provide otherwise), shall have the following meanings:

“Act” shall mean and refer to the Indiana Not-For-Profit Corporation Act currently in force as of the date of recordation of this Declaration, as amended from time to time.

“Applicable Date” shall mean and refer to formation of the Association (as hereafter defined) and shall occur on the date on which third parties unrelated to and unaffiliated with Indianapolis Airport Authority own fifty percent (50%) of the Lots (as hereinafter defined). Notwithstanding the foregoing, these Covenants shall become immediately binding and enforceable upon full execution and recording hereof.

“Articles” shall mean and refer to the Association’s Articles of Incorporation, as the same may be created and amended from time to time.

“Association” shall mean and refer to Stanley Cove Owners Association, Inc., an Indiana not-for-profit corporation, or any similarly-named, renamed or successor corporation or organization, to be formed on or after the Applicable Date for the purposes of owning, maintaining and administering any common facilities located on the Real Estate; administering and enforcing the covenants and restrictions contained in this Declaration; collecting and disbursing the assessments and charges imposed and created hereby; and promoting the health, safety and welfare of the Owners (as hereinafter defined) and all parts of the Real Estate.

“Board” or **“Board of Directors”** shall mean and refer to the governing body of the Association elected, selected or appointed as provided for in the Articles, By-Laws and/or this Declaration.

“By-Laws” shall mean and refer to the Code of By-Laws of the Association, as the same may be adopted and amended from time to time.

“Committee” shall mean the Architectural and Environmental Control Committee, which Committee shall be formed and serve such duties as herein set forth, until the Applicable Date and formal creation of the Association.

“Common Expenses” shall mean and refer to: (i) expenses of administration of the Association; (ii) expenses for the upkeep, maintenance, repair and replacement of the Common Properties; (iii) all sums lawfully assessed against the Owners by the Association; and (iv) all sums, costs and expenses declared by this Declaration to be Common Expenses.

“Common Properties” shall mean and refer to Common Area “A” and Common Area “B” as depicted and established on the recorded subdivision plat for Stanley Cove, as well as any portions of the Real Estate deemed Common Properties for purposes of assessments and any portions of the Real Estate deemed Common Properties by the provisions of this Declaration, including but not limited to the streetlights and lift station serving the Subdivision.

“Dwelling” shall mean a house in which a person or persons live including related fencing and utility buildings or mini-barns.

“Lot” shall mean and refer to all Lots in the Subdivision, namely Lots numbered 1 through 35 as shown and established on the recorded subdivision plat for Stanley Cove, which Lots were designed and intended for use as a building site for, or developed and improved for use as, a single-family residential dwelling unit.

“Member” / “Members” shall mean and refer to a member / the members of the Association as shown in the records of the Association to be formed. Indianapolis Airport Authority shall be expressly exempt from Membership in the Association.

“Member in Good Standing” or **“good standing”**, as used herein and in reference to

any Member of the Association, shall mean a Member who is current in the payment of all dues and assessments rightfully assessed against such Member or such Member's Lot(s) pursuant to the terms of this Declaration, and who is otherwise not in violation of any of the terms or provisions of this Declaration.

"Owner" shall mean and refer to the fee simple owner or owners of record of a Lot as shown by an instrument recorded in the office of the Recorder of Hendricks County, Indiana.

"Subdivision" shall mean and refer to Stanley Cove Section 1, a subdivision in Guilford Township, Hendricks County, Indiana, as per plat thereof recorded May 28, 1996 in Plat Cabinet 3, Slide 181 page 1 in the office of the Recorder of Hendricks County, Indiana.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

The real property that is subject to the terms and provisions of this Declaration shall be all of the Real Estate in the Subdivision as herein defined, and namely all Lots and Common Areas of Stanley Cove, Section 1, a subdivision in Guilford Township, Hendricks County, Indiana, as per plat thereof recorded May 28, 1996 in Plat Cabinet 3, Slide 181 page 1 in the office of the Recorder of Hendricks County, Indiana.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Enjoyment

Subject to the provisions of Article III, Section 2 below, every Member has the right to use the Common Properties and such right will pass with the transfer of title to the future Owner(s) of each Lot.

Section 2. Extent of Members' Rights

The rights of enjoyment to the Common Properties are subject to the following conditions:

- a. No Member shall be allowed to use the Common Properties until the Association is formed on or after the Applicable Date, and title to the Common Properties is transferred to the Association; and
- b. After the Applicable Date, the Association has the right to charge reasonable assessments to Owners in order to defray the costs of upkeep, repair and maintenance of the Common Properties; and
- c. After the Applicable Date, the Association has the right to promulgate reasonable rules and regulations regarding the use of the Common Properties in order to protect the Common Properties, the Owners and the Owners' property values.

Section 3. Release and Hold Harmless

For so long as the Indianapolis Airport Authority owns any Lot or Common Area in the Subdivision, each Owner of a Lot, the Committee, and the Association shall release, discharge and hold harmless the Indianapolis Airport Authority from any and all legal liabilities with respect to ownership, use or maintenance of the Common Areas, or any portion thereof, including but not in any way limited to damages to person(s) or property.

ARTICLE IV

COVENANTS, CONDITIONS AND RESTRICTIONS

1. 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 (1) dwelling across the common lot line, any side lot line set back restrictions or regulations shall not apply to said common lot line. However, no structure shall be built across lot lines coinciding with any easements as established on the Subdivision plat or otherwise.

2. Dwelling Size, Development Standards, and Architectural Control. 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 (3) stories in height, which dwelling must first be approved by the Committee. The ground floor of the main structure, exclusive of open porches and garages, shall not be less than 1,800 square feet for one-story houses, and at least one thousand (1,000) square feet on the first floor of houses of more than one (1) story (determination of sufficiency and adequacy of the term “ground floor of main structure” with respect to dwellings of tri-level, bi-level and one and one-half (1½) story design shall rest exclusively with the Architectural Committee). There shall be at least eighty percent (80%) masonry required on the ground floor of all dwellings. No vinyl or aluminum siding shall be installed on any dwelling. All windows shall be wood on all dwellings and acoustically-rated (minimum STC-39) product, using a prime window (with insulating glass) plus a storm window (with standard plate glass) with a least a 2 inch air space between the prime and storm window. Exterior doors shall be 1-3/4 inch thick wood panel doors with full perimeter weather-stripping and a solid core storm door spaced at least 2 inches from the prime door. Attics shall contain 9 inches or more of spun fiber insulation in all attic spaces above living areas. Roof pitches must be at least 9/12^{ths} on all dwellings. Prior to commencement of construction, the Committee must approve exterior colors. Dwellings, fences, utility buildings and mini-barns constructed before the date of recording of these Covenants, Conditions, and Restrictions are grandfathered and need not meet the forgoing provisions with respect to Dwelling, Development Standards, and Architectural Control.

3. Garages. The Committee shall first approve all garages and entrance orientation. All garages shall be attached to the dwelling, shall not exceed a four-car capacity, and shall be required to have automatic door controls.

4. Building Lines and Building location. Front building lines are established as shown on the Subdivision plat, which no structure shall be erected or maintained between such building lines and the front property lines or the street. Side building lines shall be a minimum of ten (10 feet) and rear building lines shall be a minimum of thirty (30) feet from the respective property lines, between which building lines and the property lines no structure shall be erected or maintained.

5. 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 given in writing. In the event the Committee, or its designated representative, fails to approve or disapprove any plans and specifications within thirty (30) business days after such plans and specifications have been submitted to it, such plans shall be deemed denied.

6. Architectural Committee: The initial Architectural Committee (“Committee”) shall be composed of a representative of the Indianapolis Airport Authority (IAA) and two (2) other owners from Lots numbered 1, 12, 18, 22, 24, or 29. The Committee 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 of a Lot in the Subdivision. The determinations or decisions of the Committee shall be by majority vote of the Committee members. Upon establishment of the Association, the duties and responsibilities of the Architectural Committee shall be automatically transferred and assigned to the directors of the Association.

7. Easements. There are strips of ground designated on the Subdivision plat as Drainage Easement (D.E.), and/or Utility easements (U.E.), and Landscape Easements. Such strips are reserved for use as follows:

a. Drainage easements are created to provide paths and courses for area and local surface drainage, either overland or in adequate underground conduit, to serve the needs of the Subdivision and/or the public drainage system. No structure, including fences, shall be built upon said easements, which will obstruct flow from the area being served. The Committee and Association as set forth elsewhere herein shall regulate additional use of those drainage easements also being Common Areas. The Committee or Association, its contractors and agents may access and utilize the drainage easement areas bordering the Common Areas for the purpose of performing maintenance of the Common Areas.

b. Utility easements are created for the use of all public utility companies other than transportation companies for the installation and maintenance of mains, ducts, poles, lines and wires. The owners of all lots in this Subdivision shall take title subject to the easements hereby created and subject to the rights of utility companies and other proper authorities to service the drainage systems, sewers, mains, ducts, poles and wires to be located in such strips of ground for the purposes herein stated.

c. Landscape easements are created for the beneficial visual and aesthetic appearance of the entrance to the Subdivision and the Committee and Association thereof shall regulate use of such easements. No improvements shall be made within the Landscape easement without the written approval of the Committee or Association.

8. Temporary Structures. No trailer, tent, shack, basement, garage, barn above ground storage tank, or other outbuilding or temporary structure shall be used for temporary residential purposes in the Subdivision.

9. Vehicle Parking. No boat, trailer, recreational vehicle, truck larger than 3/4 ton pickup, camper, disabled vehicle, unused vehicle, tractor, motor home 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 any Lot or anywhere else in the Subdivision for more than twenty-four (24) hours except within a garage. On-street parking of any vehicle shall be limited to a reasonable length of time to be established by the Committee and Association.

10. Businesses. No structure of any kind in the Subdivision shall be used for the purpose of carrying on a business, trade or profession; except to the extent of a Home Occupation or Home Business approved by the local zoning officials and meeting all laws, ordinances and other governmental regulations, and further provided that the business has no employees, independent contractors, signs and generates no additional vehicular traffic or requires parking spaces beyond residential use of the Lot.

11. Animals. No animals, livestock or poultry of any kind shall be kept, housed or bred on any Lot or other part of this Subdivision except common household pets, provided they are not kept, bred or maintained for commercial purposes and do not create or constitute a nuisance.

12. Construction and Repair Time. The dwelling on each Lot shall be completed within one (1) year after commencement of construction, under a properly issued building permit. Completion of construction shall include, but is not limited to the finishing the exterior façade, final grade and seed, removal of all building material from the Lot, and obtaining an Occupancy Permit. Any house, fence, or any other structure or improvement, 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.

13. Occupancy. No dwelling shall be occupied or used for residential purposes or human habitation until it has been fully constructed and completed both on the interior and exterior and a Certificate of Occupancy has been issued by the governmental entity having jurisdiction over the Subdivision.

14. Sidewalks: Each initial Lot owner taking his title from the Indianapolis Airport Authority, by acceptance of a deed for his lot, even if not expressed in said deed, is deemed to covenant and agree to build (at the time of construction of the residence and prior to occupancy of the dwelling) and maintain in good condition a concrete sidewalk at the side of all streets upon which the respective Lot(s) abut. If the Owner owns more than one (1) adjoining Lots, then the required sidewalk must be installed along all such adjoining Lots, at the same time, prior to occupancy of the single dwelling. Sidewalks shall be constructed within two (2) years of the date of said deed if no residence is erected on the lot, or prior to the conveyance of title to another party, whichever occurs first. Said walks shall conform to the lines and grades established by the Committee. Each said owner shall be responsible for grading and finishing yard slopes, erosion control and decorative landscaping. Said walks shall conform to the development plans for the Subdivision on file in the office of the Hendricks County Plan Commission and shall be placed on a 4 inch aggregate sub-base.

15. Driveways. Residential driveways shall be constructed of cement concrete. Pavement shall be a minimum of four (4) inches thick excluding sub-base material. The Committee or Association shall approve driveway design, material and color. The driveway shall be completed not later than the completion of the construction of the dwelling.

16. Utility Building and/or Mini-Barn: Utility Buildings or Mini-Barns may not exceed two hundred (200) square feet or ten (10) feet in height. Utility Buildings or Mini-Barns must be constructed with a pitched gable roof and be of primarily wood construction. No metal siding is permitted. The siding and roof color to match that of the residential structure. No Utility Building or Mini-Barn shall be located no less than five (5) feet from the side and rear lot line and shall not encroach upon any easement.

17. Signs. The only signs permitted to be erected 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 a notice sign placed by the Committee or Association to prohibit hunting or trapping. All allowed signs shall be limited to (5) square feet in size.

18. Storage Tanks. Any gas or oil storage tanks used in connection with a Lot shall be located within a garage or dwelling, such that they are completely concealed from public view.

19. Hunting and Trapping. Hunting and trapping are prohibited in this subdivision, except to the extent as expressly allowed in writing by the Committee or Association to protect the aesthetic and structural integrity of the Common Areas.

20. Fences. All fences, including material and height, require Committee or Association approval before erection. No fence shall be placed in a front or side yard, or extend forward of the furthest back corner of the residence. Swimming pools shall be properly fenced to protect the safety of others. No fence shall be placed on any lot or boundary thereof that will obstruct reasonable light, air or view or otherwise hinder or damage the aesthetics of the Subdivision. Galvanized and vinyl coated fences are prohibited.

21. 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 or shall have an automatic pool cover installed to protect the safety of others. The Committee or Association must first approve all pools and fencing. One (1) gazebo or one (1) pool accessory building/bath house will be permitted upon approval of the Committee.

22. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and six (6) 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 (25) feet from the intersection of the street line. The same sight line limitations shall apply on any lot within ten (10) 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.

23. Water Supply and Sewage Disposal. No private, semi-private or individual water supply system may be located upon any Lot in the Subdivision. No septic tank, absorption field, or other similar method of individual sewage disposal system shall be located, installed or permitted on any Lot.

24. Vehicle Parking. No vehicle of more than 3/4 ton hauling capacity shall be parked on any Lot or in the Subdivision, except while making a delivery or pickup. No car, boat, truck, motor home or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any Lot or in the Subdivision 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.

25. 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.

26. 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 Subdivision.

27. Basements. Basements and/or crawlspaces are permitted on all Lots in the Subdivision. No dwellings will be permitted on slabs. Basements must have a sewage ejection system for wastewater from the basement level to gravity level. Foundation drains and ground water pumps may be necessary in basement levels. No crawl drains, basement drains, gutters, downspouts or perimeter drains may discharge onto the streets. Foundation drains and crawl drains will be connected at the curb to the subsurface drains provided by the original developer. No downspouts are to be connected to the subsurface drainage system.

28. Exterior Antennas and Satellite Dishes. No television or radio antennas, satellite dishes in excess of thirty (30) inches, or similar devices for television, radio and/or telephone reception or transmission may be erected on any Lot or on the exterior of a residential dwelling structure in the Subdivision. However, satellite dishes less than thirty (30) inches will be permitted with written permission from the Committee or Association.

29. 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.

30. Tennis Courts, Racquetball Courts, Paddle Ball Courts, etc. Construction of tennis courts, racquetball courts, paddle ball courts, squash courts, etc. are required to be approved by the Committee prior to commencement of any construction work related thereto. Lighted courts are

not permitted. An application to the Committee for the construction of a racquet sport court shall be accompanied by an application for an acceptable fence design.

31. 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, are not permitted.

32. 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 &uses and tents 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.

33. Clothes Lines. Outdoor clothe lines are not permitted on any lot in the Sub-division...

34. 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.

35. Gardens. Garden(s) on any lot in the Sub-division must in the back yard of the residential structure. Gardens shall not encroach on any easement and shall only be used to grow vegetables from April 1 through October 31. When the garden is not being used during the foregoing period all plants and temporary fencing must be removed and the garden area tilled. Gardens shall receive proper maintenance throughout growing and non-growing season. Failure to maintain the garden is a violation of these Covenants and Restrictions which violation may be enforced in the manner provided herein.

36. 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.

36. Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever two or more contiguous Lots in the Subdivision shall be owned by the same person and such Owner shall desire to use two or more of the said Lots as a site for a single—dwelling residential structure, such Lot Owner shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single-dwelling house shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with a one—single dwelling residential structure. However, no such combination of Lots shall, by itself, reduce any member's vote with the Association (i.e., each Owner will still have one vote for each Lot owned).

37. Association's Right to Perform Certain Maintenance. In the event that any Owner of a Lot in the Subdivision shall fail to maintain his Lot and any improvements situated thereon in accordance with the provision of these Restrictions, the Association or 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 be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these Restrictions. Any such work shall be at the expense of the violating Lot owner. Neither the Committee, Association, nor any of their agents, engineers, directors, officers, employees or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any amount so assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon the lot subordinate

only to the lien of a first mortgage previously recorded until paid in full, and at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the Committee or Association, such charge has remained due and payable for an unreasonably long period of time, the Committee or Association 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 and court costs, incurred by the Committee or Association in collecting the same.

38. Docks and Seawalls. There shall be no fences, piers, decks, seawalls or other structures or improvements made within the lake or lake area without approval of the Committee and Association.

39. Lot Grading: Lots shall be graded so as not to restrict the surface water runoff or cause ponding or stoppage of said runoff over any lot in the Subdivision.

ARTICLE IV NOISE DISCLOSURE

Indianapolis Airport Authority hereby discloses to all existing and subsequent Lot Owners, and their successors in interest, that the Subdivision experiences, or may experience, levels of aircraft noise and other effects that individuals may find objectionable and that the Owners of Lots purchased are doing so with full knowledge and acceptance of this noise disclosure statement including all such other effects resulting from aircraft operations. Lot Owners hereby release and discharge the Indianapolis Airport Authority from any and all liability for any such effects, including noise, as a result of aircraft operations to or from Indianapolis International Airport.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership

Every Owner of a Lot in the Subdivision, except for Indianapolis Airport Authority, shall automatically upon acquiring such ownership interest, become and be a Member of the Association when formed on or after the Applicable Date, and shall remain a Member until such Owner's ownership interest ceases. Indianapolis Airport Authority is exempt from Membership, payment of assessments, and the Association rules and regulations.

Section 2. Voting Rights

The Association shall have the following voting rights:

- a. Voting Rights. All Members of the Association, when formed, shall have the respective voting rights set forth below:

From and after the Applicable Date and, prior to the Applicable Date for each matter which this Declaration expressly provides shall be approved by Members of the Association. Each Member shall be entitled to one (1) vote for each Lot of which such member is the Owner. Where more than one person, or one or more entities, or some combination thereof collectively constitutes the Owner of a Lot, only a single vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves. In no event shall more than one (1) vote be cast with respect to any Lot, and no vote may be split between multiple Owners of a Lot.

Section 3. Proxy Voting

Votes at an annual or special meeting may be cast by written proxy. All proxies shall be in writing, signed by the Member having the right to cast the vote(s), shall designate the person who may cast the vote(s) by proxy, and shall identify the Lot(s), by lot number, for which the proxy vote(s) may be cast.

ARTICLE VI
PAYMENT OF ASSESSMENTS AND FEES LEVIED BY THE ASSOCIATION

Section 1. Obligation to Pay Assessments

With the execution and recording of this Declaration, the Declarant, as Owners of the Real Estate, have created an obligation for the Owners to pay certain assessments applicable to each Lot on and after the Applicable Date, unless expressly exempted herein. The subsequent Owners of each Lot, by accepting the conveyance of a Lot or Lots through deed or any other conveyance instrument, are deemed to accept the obligation to pay all assessments applicable to such Lots or Lots.

The assessments which the Owners of Lots are obligated to pay to the Association include the following:

- a. annual assessments;
- b. special assessments; and
- c. emergency assessments.

Until the Applicable Date and formation of the Association, no such assessments will be rendered; rather the Indianapolis Airport Authority will incur maintenance costs for the Common Properties. After the Applicable Date and formation of the Association, assessments will be levied and paid by Lot owners. Indianapolis Airport Authority will be exempt from paying assessments after formation of the Association.

Section 2. Purpose of Assessments

The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Owners and the Real Estate. Allowable uses for assessments shall include, but are not limited to:

- a. maintenance, upkeep, repair, replacement and/or additions to the Common Properties, and other property and improvements owned by the Association, as well as the Subdivision entrance;
- b. the costs of operation of the Association, including legal and accounting fees;
- c. taxes and governmental assessments paid by the Association for property owned by the Association; and
- d. insurance premiums paid by the Association for coverage related to property owned by the Association.

Section 3. Types of Assessments

a. Annual Assessments

Annual assessments shall be due on a date established by the Association. Each Owner shall be responsible for payment of the annual assessment(s) applicable to such Owner's Lot(s).

The Association shall establish the initial amount of the annual assessment.

b. Special Assessments

Any special assessment imposed by a vote of the Association Members as provided in Article V, Section 6 below shall be imposed upon each Owner.

c. Emergency Assessments

The Board of Directors may impose an emergency assessment to pay the cost of actions

taken to protect the health, safety and/or welfare of the Owners or the Real Estate even though an Association meeting was unable to be conducted prior to taking the emergency action(s).

It is intended that emergency assessments shall be reserved for situations involving damage or destruction resulting from storms or other natural acts.

Section 4. Personal Responsibility for Payment of Assessments; Creation of Lien

All assessments are the personal responsibility of the Owners, jointly and severally, of each Lot against which such assessments are made and shall be paid in the time frame established by this Declaration and/or the Association By-Laws. All unpaid assessments shall constitute a continuing lien against the applicable Lot or Lots until such assessments are paid in full.

Section 5. Failure to Pay an Assessment

An assessment that remains unpaid thirty (30) days after the assessment is due will be considered past due. Past due assessments shall generate interest at the rate of eighteen percent (18%) per annum (or the maximum rate allowed by the laws of the State of Indiana, if such allowed rate shall be less than eighteen percent (18%) per annum), beginning the date the assessment becomes past due and continuing until the assessment has been paid in full. In addition to the aforementioned interest, all Association costs of collection, including related attorneys' fees and court costs, will be charged to and shall be the sole responsibility of the Owner of the applicable Lot. The assessments, together with interest if collected as past due and the costs of collection if incurred, including attorneys' fees and court costs, shall be the personal responsibility and obligation of the Owner of the applicable Lot and shall constitute a charge and continuing lien against the applicable Lot until paid in full. All persons having an ownership interest in the applicable Lot are jointly and severally liable for the payment of assessments, interest and costs of collection, including attorneys' fees and court costs.

Section 6. Changes in the Amount of Annual Assessments; Establishment of Special Assessments and Emergency Assessments

a. Notice of Meeting of the Association to Consider Assessment Changes or the Establishment of a Special Assessment

Changes in that portion of the annual assessment referenced in Article V, Section 3.a. above may be approved at either the annual meeting of Association Members or at a special meeting of Association Members. Special assessments also may be approved and imposed from time to time at either the annual meeting or a special meeting of Association Members.

If a change in that portion of the annual assessment referenced in Article V, Section 3.a. above, or the imposition of a special assessment, is to be considered at a meeting of Association Members, the Association shall provide to the voting Members of the Association at least thirty (30) days prior written notice of the date, time and place of such meeting and notice of the fact that consideration of a change in the applicable portion of the annual assessment or the imposition of a special assessment will be a subject for possible action at the meeting.

b. Quorum at an Association Meeting called to Consider a Change in the Annual Assessment or to Discuss Imposing a Special Assessment

To establish a change in that portion of the annual assessment referenced in Article V, Section 3.a. above, or to impose a special assessment, a quorum shall be present, either in person or by written proxy, representing at least sixty-five percent (65%) of the total number of voting Members at a meeting at which such change of the annual assessment or the imposition of a special assessment is being considered. No voting shall occur

without the required quorum.

The vote necessary to adopt a change in that portion of the annual assessment referenced in Article V, Section 3.a. above, or to impose a special assessment, shall be the vote of at least sixty percent (60%) of the votes cast, in person or by written proxy, at the meeting at which such matter is considered.

In the event that a quorum is not present at a meeting at which a change to that portion of the annual assessment referenced in Article V, Section 3.a. above, or the imposition of a special assessment, is to be considered, a subsequent meeting may be called, subject to notice to the voting Members of the date, time and place of the meeting mailed at least thirty (30) days prior to the meeting, and the quorum for such subsequent meeting shall be one-half (1/2) of the required quorum for the initial meeting.

No subsequent meeting shall be held more than one hundred twenty (120) days after the initial meeting.

c. Emergency Assessments

In the event that the Board of Directors determines that an emergency situation exists within the Real Estate which requires an immediate remedy to protect the health, safety or welfare of the Owners or any portion of the Real Estate, the Board of Directors shall exercise discretion in fulfilling its obligation to the Owners/Members by taking the necessary action to alleviate the emergency situation. An emergency assessment to pay costs associated with the remedy or remedies of the event shall then be imposed on each Owner and will not require a meeting of the voting membership. Each Owner shall pay emergency assessments within thirty (30) days of notification by the Association to the Owner that such emergency assessment is due. If the emergency assessment is unpaid thirty (30) days after proper notification, it will be considered past due and will be collectible as any other assessment pursuant to the provisions in Article V, Section 5 above.

Section 7. Notification to Association Members

Any notice required to be given by the Association to Members or Owners shall be deemed sufficient notice if given by first class U.S. mail, postage prepaid, addressed to the person(s) and the address for each Lot as indicated in the records of the Treasurer of Parke County, Indiana, for the mailing of real estate tax statements. Any Member or Owner may provide to the Association a different person and/or address for receipt of such notices, in writing, and the Association shall use such person and/or address for all future notices until notified in writing to use a different person and/or address.

ARTICLE VII
FORMATION AND OPERATION OF ASSOCIATION

Section 1. Incorporation of Association

The Association shall be formed by the Lot Owners on the Applicable Date as an Indiana not-for-profit corporation and shall conduct business by and through its Board of Directors.

Section 2. Board of Directors

The Board of Directors shall be charged with protecting the health, safety and welfare of the Owners/Members and their interests in the Real Estate and the Common Properties. The Board shall consist of three (3) directors elected from the Members at the annual meeting of the Association conducted pursuant to the By-Laws. Following the Applicable Date, Directors must be Members of the Association in good standing and shall serve a term of two (2) years; no director may serve more than three (3) consecutive two (2) year terms; and any vacancy on the Board of Directors shall be filled by appointment, determined by a majority vote of the remaining directors, to serve the unexpired term of the vacating director. If, in appointing a new director to fill a vacancy, the remaining directors are unable to agree by majority vote on the

person to be appointed, then the President of the Board shall make the final decision. In the event the vacated position was that of the President, then the Vice President shall make the final decision as to the new Board appointee.

Section 3. Election of the Board of Directors

Following the Applicable Date, Members in good standing shall elect directors from the Association membership at the annual meeting of the Association conducted pursuant to the Association By-Laws. Two (2) directors shall be elected in odd-numbered years and one (1) director shall be elected in even-numbered years. The elected directors shall be the one or two person(s), as applicable, receiving the highest vote totals from the votes cast, either in person or by written proxy, at such meeting, with each voting Member casting one (1) vote for each Lot for which the voting Member has the right to vote.

Section 4. Officers of the Association

The Board of Directors shall appoint a President and Vice President from among the directors. The President shall serve as the chairperson of the Board of Directors and shall preside over meetings of the Board and the Association. The Vice President shall preside over meetings of the Board and the Association in the absence of the President.

The Board of Directors shall appoint Members in good standing within the Association to serve the Association in the positions of Secretary and Treasurer. The Secretary and the Treasurer shall serve at the pleasure of the Board without term limitations. The Secretary and the Treasurer shall not be members of the Board of Directors by virtue of his/her position as Secretary or Treasurer; however, a director may be appointed Secretary or Treasurer. A director may hold more than one position at the same time except that the President may not also serve as Secretary or Treasurer.

The Secretary shall maintain the records of the Association Members and shall take and maintain minutes of the meetings of the Board of Directors and the Association.

The Treasurer shall collect, deposit and hold all monies collected on behalf of the Association and shall disburse monies on behalf of the Association as directed by the Board of Directors for the benefit of the Association Members.

Section 5. Decisions and Meetings of the Board of Directors

Following the Applicable Date, two (2) members of the Board of Directors shall constitute a quorum upon which decisions may be determined with a simple majority vote. In the event of a tie vote on any matter at a meeting at which only two (2) Board members are present, that particular matter shall be tabled until such time that all Board members are present at a meeting at which the matter shall be considered once again. In the event there is still a tie vote, based on one Board member abstaining, or if at the original meeting at which such matter is voted on and there is a tie vote due to one Board member's abstaining, then the President shall cast the tie-breaking vote, even if the President has previously cast a vote on the particular matter. In the event the President in such circumstance is the Board member who abstained from the vote, then the Vice President shall cast the tie-breaking vote, even if the Vice President has previously cast a vote on the particular matter.

Section 6. Indemnification

The Association, when established, shall indemnify every officer and director against any and all expenses, including attorney's fees and paraprofessional fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors 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 and directors 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 and director 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 or director, or

former officer or director, may be entitled. The Association may, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE VIII DURATION; AMENDMENTS

Section 1. Duration; General Amendments

The covenants, obligations, rights, duties, liabilities, terms and provisions established in this Declaration shall run with the Real Estate and shall be binding on all parties claiming under them for a period of twenty-five (25) years following the date of recordation of this Declaration. Following such initial twenty-five (25) year period, this instrument shall thereafter be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of record of a majority of the Lots has been recorded in the office of the Recorder of Hendricks County, Indiana changing, modifying or terminating this Declaration in whole or in part. Notwithstanding the foregoing, this Declaration may be amended at any time following the Applicable Date and during the initial twenty-five (25) year term by an instrument signed by the then Owners of record of at least seventy-five percent (75%) of the Lots, recorded in the office of the Recorder of Hendricks County, Indiana, changing or modifying the terms of this Declaration in whole or in part.

Section 2. Amendments by Committee or Association

The Owners hereby reserve the right for the Committee and to make any technical amendments to this Declaration without the approval of any other person or entity, for any purpose reasonably deemed necessary or appropriate by the Committee or Association, including without limitation: (i) to bring this Declaration into compliance with the requirement of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof; (ii) to conform with zoning covenants and conditions; (iii) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration or any other governmental agency, or to induce any of such agencies to make, purchase, sell, insure or guarantee first mortgages; or (iv) to correct clerical or typographical errors in this Declaration or any amendment or supplement hereto; provided, however, that in no event shall the Committee or Association be entitled to make any amendment which has a material adverse effect on the rights of any Mortgagee, or which substantially impairs the rights granted by this Declaration to any Owner or substantially increases the obligations imposed by this Declaration on any Owner.

Section 3. Recording

All amendments shall be recorded in the office of the Recorder of Hendricks County, Indiana, and no amendment shall become effective until so recorded.

ARTICLE IX MISCELLANEOUS

Section 1. Right of Enforcement

Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration shall be grounds for an action by the Committee, the Association, any Owner and/or any or all persons or entities claiming under any of the foregoing, against the person or entity violating or threatening to violate any such covenants, conditions or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys fees reasonably incurred by any party successfully enforcing such covenants, conditions and restrictions; provided, however, that no Owner, the Committee, nor the Association shall be liable for damages of any kind to any person or entity for failing or neglecting for any reason to enforce any such covenants, conditions or restrictions.

Section 2. Delay or Failure to Enforce

No delay or failure on the part of any aggrieved party, including without limitation the Association and the Committee, to invoke any available remedy with respect to any violation or threatened violation of any covenants, conditions or restrictions enumerated in this Declaration shall constitute a waiver by that party of, or an estoppel of that party to assert, any right available to it upon the occurrence, recurrence or continuance of such violation.

Section 3. Severability

Invalidation of any of the covenants, conditions or restrictions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

Section 4. Section Headings

The section headings preceding the various sections of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

Section 5. Applicable Law

This Declaration shall be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, all existing Lot Owners as of the date first above written have executed this Declaration.

Indianapolis Airport Authority

By: [Signature]

By: [Signature]

Printed name: Kelly J. Flynn

Printed name: Alfred R. Bennett

Title: Vice President

Title: Secretary

Owner of Lots: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 19, 20, 21, 23, 25, 26, 27, 28, 30, 31, 32, 33, 34, and 35.

[Signature]
Matthew A. Roth, Lot 1

[Signature]
Herman C. Riddle, Lot 12

[Signature]
Leslie H. Roth, Lot 1

[Signature]
Melissa L. Riddle, Lot 12

[Signature]
Larry A. Carter, Lot 18

[Signature]
Daniel R. Switzer
Owner, Lot 22

[Signature]
Jill A. Carter, Lot 18

[Signature]
Lynna M. Gill, Lot 29

[Signature]
Drake L. Johnson, Lot 24

[Signature]
Michael H. Gill, Lot 29

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Kelly J. Flynn and Alfred R. Bennett, the Vice President and Secretary, respectively of the Indianapolis Airport Authority, who acknowledged the execution of the foregoing Declaration, for and on behalf of such entity, to be their voluntary deed and act for the uses and purposes expressed therein.

WITNESS my hand and seal this 15th day of April 2011.

My Commission Expires:

10-24-2015

County of Residence:
MARION

Susan M. Rehfeldt
Signature of Notary Public
SUSAN M. REHFELDT
Printed Name of Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Matthew A. Roth, Leslie H. Roth, Larry A. Carter, Jill A. Carter, Michael H. Gill, Lynna M. Gill, Herman C. Riddle, Melissa L. Riddle, Daniel R. Switzer and Drake L. Johnson, the lot owners in Stanley Cove, Section One (1), a subdivision in Guilford Township, Hendricks County, Indiana, who acknowledged the execution of the foregoing Declaration, for and on behalf of such entity, to be his voluntary deed and act for the uses and purposes expressed therein.

WITNESS my hand and seal this 10 day of MARCH 2011.

My Commission Expires:

10/22/2016

County of Residence:
HENDRICKS

Robert A. Duncan
Signature of Notary Public
Robert A. Duncan
Printed Name of Notary Public

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 (Ben Comer).

This instrument was prepared by Ben Comer, Attorney-at-Law, COMER LAW OFFICE, LLC, P.O. Box 207, Danville, Indiana 46122 and Robert A. Duncan, Attorney at Law, Indianapolis Airport Authority, 7800 Col. H. Weir Cook Memorial Drive, Indianapolis, Indiana 46241.



**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
STANLEY COVE, SECTION 1**

THIS FIRST AMENDMENT (the “First Amendment”), made and entered into as of this 29 day of September, 2015 (the “Effective Date”), by the Indianapolis Airport Authority (“IAA”), Matthew A. Roth and Leslie A. Roth (the “Roths”), and Larry A. Carter and Jill A. Carter (the “Carters”).

WITNESSETH:

WHEREAS, on April 15, 2011, a certain “Declaration of Covenants, Conditions and Restrictions for Stanley Cove, Section 1” was executed by property owners and filed of record in the Office of the Recorder of Hendricks County, Indiana, as Instrument No. 2011-09270 (herein referred to as the “Declaration”);

WHEREAS, the Declaration provides, in Paragraph 6 of Article IV thereof, entitled “*Architectural Committee*”, for the creation and maintenance of an architectural review committee to be composed of a representative of the IAA and two other owners from Lots 1, 12, 18, 22, 24, or 29 (the “Eligible Representatives”);

WHEREAS, on the Effective Date of this First Amendment, the Roths and the Carters are the fee simple owners of Lot 1 and Lot 18, respectively;

WHEREAS, the Eligible Representatives who are currently serving on the Architectural Committee include the IAA, the Roths, and the Carters (herein sometimes referred to collectively as the “Committee”);

WHEREAS, the Declaration also provides, in Paragraph 6 of Article IV thereof, that the decisions or determinations of the Committee shall be by majority vote of Committee members; and

WHEREAS, the Committee, as permitted by Section 2 of Article VIII of the Declaration, now desires to exercise its right and authority to make certain technical amendments to the Declaration, all as more particularly described below.

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513

NOW, THEREFORE, in consideration of the foregoing, the Committee hereby declares that, with respect to the period from and after the Effective Date hereof, the Declaration shall be amended and modified as follows:

1. Article IV, Paragraph 20, entitled "Fences", is hereby deleted and replaced with the following:

"All fences, including material and height, require Committee or Association approval before erection. No fence shall be placed in a front or side yard, or extend forward of the furthest back corner of the residence. Swimming pools shall be properly fenced to protect the safety of others. No fence shall be placed on any lot or boundary thereof that will obstruct reasonable light, air or view, or otherwise hinder or damage the aesthetics of the Subdivision. Except for any wood fences existing prior to October 1, 2015, no wood fences will be allowed in the Subdivision and no fences of any kind or type will be allowed on Lots 2, 3, 4, 5, 6, 7, 8, 9, 10 or 11."

2. Article IV, Paragraph 2, entitled "Dwelling Size, Development Standards, and Architectural Control", is hereby deleted and replaced with the following:

"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 (3) stories in height, which dwelling must first be approved by the Committee or the Association, as applicable. The ground floor of the main structure, exclusive of open porches and garages, shall not be less than one thousand eight hundred (1,800) square feet for one-story dwellings, and at least one thousand (1,000) square feet on the first floor of dwellings of more than one (1) story (determination of sufficiency and adequacy of the term "ground floor of main structure" with respect to dwellings of tri-level, bi-level, and one and one-half (1½) story design shall rest exclusively with the Committee or the Association, as applicable). There shall be at least eighty percent (80%) masonry required on the ground floor of all dwellings. No vinyl or aluminum siding shall be installed on any dwelling. All windows on all dwellings shall be wood and acoustically-rated at least STC 26 or higher, using a quality window containing at least two panes of glass (double-pane), with a gas fill between said panes (e.g. argon) that creates a thermal barrier and also assists in mitigating the effects of outside noise. Exterior doors shall be one and three-quarter (1¾) inch thick wood panel doors with full perimeter weather-stripping and a solid core storm door spaced at least two (2) inches from the prime door. Attics shall contain nine (9) inches or more of spun fiber insulation in all attic spaces above living areas. Roof pitches must be at least nine-twelfths (9/12th) on all dwellings. Prior to commencement of construction, the Committee or the Association, as applicable, must approve exterior colors. Dwellings, fences, utility buildings, and mini-barns constructed before the date of recording of these Covenants, Conditions and Restrictions are grandfathered and need not meet the foregoing provisions with respect to Dwelling, Development Standards, and Architectural Control."

3. Article VIII, Section 1, entitled "Duration; General Amendments", is hereby deleted and replaced with the following:

"The covenants, obligations, rights, duties, liabilities, terms and provisions established in this Declaration shall run with the Real Estate and shall be binding on all parties claiming under them for a period of twenty-five (25) years following the date of recordation of this Declaration. Following such initial twenty-five (25) year period, this Declaration shall thereafter be automatically extended for successive periods of ten (10) years each, unless and until an instrument signed by the then Owners of record of a majority of the Lots has been recorded in the Office of the Recorder of Hendricks County, Indiana changing, modifying, or terminating this Declaration in whole or in part. Notwithstanding the foregoing, this Declaration may be amended at any time following the Applicable Date, and during the initial twenty-five (25) year period, by an instrument signed by the then Owners of record of at least eighty percent (80%) of the Lots, recorded in the Office of the Recorder of Hendricks County, Indiana, changing or modifying the terms of this Declaration in whole or in part."

4. By the execution of this First Amendment, the Committee hereby deems that the foregoing technical amendments as set forth in Paragraphs 1, 2 and 3 hereof, are necessary and appropriate for the purposes of furthering a plan for the preservation and enhancement of the Subdivision as well as protecting the value, desirability, and attractiveness of the Subdivision as a whole and each of the Lots situated therein. In addition, the Committee has determined and deemed that the foregoing technical amendments: (i) do not have a material adverse effect on the rights of any Mortgagee; (ii) do not substantially impair the rights granted by the Declaration to any Owner; and (iii) do not substantially increase the obligations imposed by the Declaration on any Owner. Accordingly, these technical amendments are permitted under the terms of Section 2 of Article VIII of the Declaration.

5. Any and all defined terms that may appear in this First Amendment shall have the meanings ascribed to them in the Declaration.

6. Except as expressly amended and modified in this First Amendment, the covenants, conditions, restrictions and other terms of the Declaration are and shall remain unchanged and in full force and effect.

7. As provided in Section 3 of Article VIII of the Declaration, this First Amendment shall become effective on the date that it is recorded in the Office of the Recorder of Hendricks County, Indiana.

IN WITNESS WHEREOF, the IAA, the Roths and the Carters, serving as the Committee established pursuant to the terms of Paragraph 6 of Article IV of the Declaration, have executed this First Amendment on the Effective Date noted above.

Indianapolis Airport Authority

By: [Signature]
Robert B. Thomson, Treasurer

Attest: [Signature]
Joseph R. Heerens, Assistant Secretary

[Signature]
Matthew A. Roth
Owner, Lot 1

[Signature]
Leslie A. Roth
Owner, Lot 1

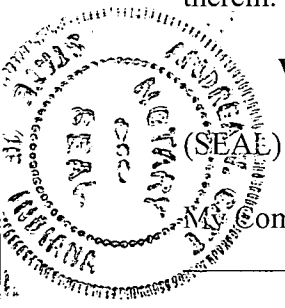
[Signature]
Larry A. Carter
Owner, Lot 18

[Signature]
Jill A. Carter
Owner, Lot 18

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Matthew A. Roth and Leslie A. Roth (Lot 1), and Larry A. Carter and Jill A. Carter (Lot 18), who represent that they own Lots 1 and 18 in Stanley Cove, Section 1, a subdivision in Guilford Township, Hendricks County, Indiana, and who, having been duly sworn, acknowledged the execution of the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions, for and on behalf of said entity, to be his/her voluntary deed and act for the uses and purposes expressed therein.

WITNESS my hand and seal on this 28th day of September, 2015.



Commission Expires: 8/11/2023

ANDREA V. CATT
NOTARY PUBLIC - OFFICIAL SEAL
State of Indiana, Marion County
My Commission Expires Aug. 11, 2023

[Signature]
Signature of Notary Public

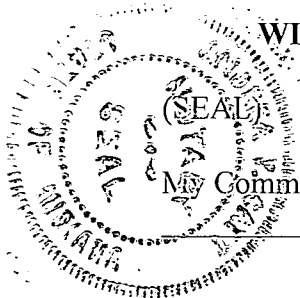
Andrea V. Catt
Printed Name of Notary Public

County of Residence: Marion

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Robert B. Thomson and Joseph R. Heerens, who serve as the Treasurer and the Assistant Secretary, respectively, of the Board of Directors of the Indianapolis Airport Authority, and who, having been duly sworn, acknowledged the execution of the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions, for and on behalf of such entity, to be his/her voluntary deed and act for the uses and purposes expressed therein.

WITNESS my hand and seal on this 29th day of September, 2015.



My Commission Expires: 8/11/2023

County of Residence: Marion

ANDREA V. CATT
NOTARY PUBLIC - OFFICIAL SEAL
State of Indiana, Marion County
My Commission Expires Aug. 11, 2023

Andrea V. Catt
Signature of Notary Public

Andrea V. Catt
Printed Name of Notary Public

CROSS-REFERENCES

Declaration of Covenants, Conditions & Restrictions for Stanley Cove, Section 1, dated April 15, 2011, and recorded on April 26, 2011, as Instrument #2011-09270, in the Office of the Recorder of Hendricks County, Indiana.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security Number in this document, unless required by law. Joseph R. Heerens, Esq.

This Instrument Prepared by Joseph R. Heerens, Attorney-at-Law, Indianapolis Airport Authority, 7800 Col. H. Weir Cook Memorial Dr., Indianapolis, Indiana 46241.

Return To: Indianapolis Airport Authority, c/o Legal Department, 7800 Col. H. Weir Cook Memorial Dr., Indianapolis, Indiana 46241.



STATE OF INDIANA

SS:

COUNTY OF HENDRICKS

Cross Reference: 201109270

Cross Reference: 201522606

AFFIDAVIT REGARDING ASSOCIATION
SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND PETITIONS

BEFORE ME, the undersigned Notary Public, on this day personally appeared Matthew A. Roth, who being by me duly sworn on oath deposed and said:

1. I have personal knowledge of the facts herein alleged and I am competent to testify.
2. I am the President of Stanley Cove Owners Assoc Inc. ("Association").
3. That I have reviewed the attached SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STANLEY COVE, SECTION 1 ("SECOND AMENDMENT") and petitions signed by each lot owner.
4. According to the covenant provisions and bylaws of the Association concerning amendments or revisions to Association's covenants, the Association (A) distributed to the owner of each lot included as part of the Association: (i) a proposed set of the Association's SECOND AMENDMENT that would apply to all lots included as part of the Association; and (ii) a petition to be signed by each lot owner on which the owner indicated whether the owner approved or disapproved of applying the proposed SECOND AMENDMENT to all lots included as part of the Association.
5. The lesser of a percentage of lot owners specified in the covenants or 80% of all lot owners approved of applying the SECOND AMENDMENT to all lots included as part of the homeowners association and indicated such by the petitions signed by the lot owners.
6. I, an officer of the Association, submit this affidavit with the SECOND AMENDMENT and the petitions verifying and certifying the signatures on the petitions.
7. I have knowledge of how these documents and records are made and kept.
8. These business records were made at or near the time of the occurrence of the matters set forth in the SECOND AMENDMENT and petition, by or from information transmitted by a person with knowledge of the occurrence of the matters recorded.
9. These business records are kept in the course of regularly conducted business activities of the Association.

10. These business records were made as a regular practice of the Association.
11. This Affidavit is made by a custodian or other qualified witness of the Association.

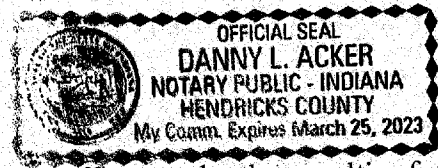
[Signature] October 29, 2018
By Matthew A. Roth, President Date

Before me, a Notary Public in and for said County and State, personally appeared Matthew A. Roth, President, who acknowledged the execution of the foregoing affidavit, and who, having been duly sworn, stated any representations therein contained are true. Witness my hand and Notarial Seal this 29th day of October, 2018

My commission expires: 3/25/23

County of residence: Hendricks

[Signature]
Notary Public #



This instrument was prepared by Matthew A. Roth, President. 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. /s/ Matthew A. Roth, President

Return to: Matthew A. Roth, 8035 Spring Valley Dr, Plainfield, IN 46168

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
STANLEY COVE, SECTION 1**

THIS SECOND AMENDMENT (the "Second Amendment") made and entered into as of the 1st day of October, 2018 (the "Effective Date"), by the Stanley Cove Owners Association, Inc. ("SCHOA").

NOW, THEREFORE, in consideration of the foregoing, the SCHOA hereby declares that, with respect to the period from and after the Effective Date, the Declaration of Covenants, Conditions, and Restrictions recorded April 26, 2011 ("Declaration") and First Amendment to Declaration recorded September 30, 2015, ("First Amendment") shall be amended and modified as follows:

WITNESSETH:

1. Paragraph 1 on page 2 of the First Amendment, and paragraph 20 on page 6 of the Declaration entitled "Fences" is hereby deleted and replaced with the following:

"All fences, including material and height require Committee or Association approval before erection. No Fence shall be placed in a front or side yard, or extended forward of the furthest back corner of the residence. Swimming pools shall be properly fenced according to applicable governmental standards and to protect the safety of others. No fence shall be placed on any lot or boundary line that will obstruct reasonable light, air, or view, or otherwise hinder or damage the aesthetics of the Subdivision. Except for any current wood fences constructed prior to October 1, 2015, no wood fences will be allowed in Subdivision. No fence may exceed forty-eight (48) inches without Committee or Association approval. Vinyl coated fences are prohibited."

2. Paragraph 2 on page 2 of the First Amendment and paragraph 2 on page 4 of the Declaration entitled "Dwelling Size, Development Standards, and Architectural Control," is hereby deleted and replaced with the following:

"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 (3) stories in height, which Dwelling must first be approved by the Committee or the Association, as applicable. The ground floor of the Dwelling, exclusive of porches and garages, shall not be less than two thousand (2,000) square feet for one-story Dwellings. A two-story Dwelling must include at least two thousand two hundred (2,200) square feet total exclusive of porches and garages. Dwellings of more than one (1) story (the Association and Committee reserve the right to determine what constitutes the "ground floor" of tri-level, bi-level, and one and one-half (1½) story designs) shall rest exclusively with the Committee or the Association, as applicable. There shall be at least eighty percent (80%) brick masonry required on the ground floor of all Dwellings. No vinyl or aluminum siding shall be installed on any Dwelling. All windows on all Dwellings shall be acoustically-rated at least STC 26 or higher, using a quality window containing at least two panes of glass (double-

pane), with a gas fill between said panes (e.g. argon) that creates a thermal barrier and also assists in mitigating the effects of outside noise. Exterior doors shall be one and three-quarter (1 ¾) inch thick doors with full perimeter weather-stripping and a solid core storm door spaced at least two (2) inches from the main exterior door. Attics shall contain at least R 30 insulation in all attic spaces above living areas. Roof pitches must be at least nine twelve(9/12) on all Dwellings. Prior to commencement of construction, the Committee or the Association, as applicable, must approve exterior colors. Dwellings, fences, , and structures constructed before the date of recording of the Declarations are grandfathered and need not meet the foregoing provisions of this paragraph.”

3. Paragraph 3 on page 4 of the Declaration entitled “Garages,” is hereby deleted and replaced with the following:

“The Committee shall first approve all garages and orientation. All garages attached to the Dwelling shall not exceed four car capacity and shall be required to have an automatic garage opener with safety features.”

4. Paragraph 5 on page 5 of the Declaration entitled “Vehicle Parking,” is hereby deleted and replaced with the following:

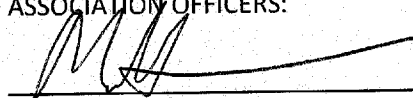
“No boat, trailer, recreational vehicle, truck larger than ¾-ton, camper, abandoned vehicle, disabled vehicle, unused vehicle, tractor, motor home of any kind (including, but not in limitation thereof, house trailers or mobile homes, camping trailers and boat trailers) shall be kept or parked upon any Lot or anywhere else in the Subdivision for more than twenty four (24) hours outside a garage. On-street parking of any vehicle shall be limited to six (6) hours. Any temporary exception must be submitted to and approved by the Association.”

5. Paragraph 24 on page 7 of the Declaration entitled “Vehicle Parking,” is hereby deleted and replaced with the following:

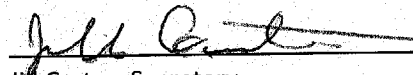
“No vehicle or trailers shall be permitted to be parked in Member’s driveway if it impedes sidewalk or street traffic.”

IN WITNESS WHEREOF, each Officer of the Association has executed this Second Amendment
the day and year first above written.

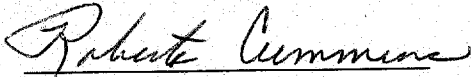
ASSOCIATION OFFICERS:



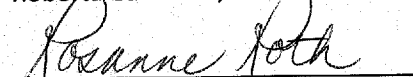
Matthew Roth, President



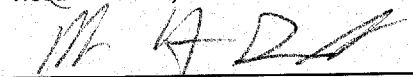
Jill Carter, Secretary



Roberta Cummins, Vice President



Rosanne Roth, Treasurer



Mike Gill, Member



BALLOT

The undersigned member of the STANLEY COVE OWNERS ASSOC INC ("SCHOA") acknowledges receipt of a draft of the proposed SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment"). The undersigned votes upon the following matters according to the number of votes the undersigned is entitled to vote as a Member:

- 1. To adopt the proposed draft of the Second Amendment attached as Exhibit A Yes No

PROXY

I, the undersigned Member, do make, constitute and appoint *the SCHOA Board of Directors*, as my true and lawful attorney, substitute, and proxy, for me and in my name, place, and stead, to vote according to the number of votes I would be entitled to cast on the Second Amendment, and to vote at any subsequent balloting on any matter considered at a SCHOA meeting in 2018 including the election of directors, approval of the proposed draft of the Second Amendment, and the transaction of all other business as may properly come before a SCHOA meeting, as fully and with the same effect as I might or could do were I personally present, with full power of substitution and revocation, ratifying and confirming all that my attorney or his substitute shall lawfully do or cause to be done by virtue of this proxy; and I revoke any proxy or proxies previously given by me to any person or persons whatever for the above purposes.

*Please complete, date, and sign this form, which is solicited on behalf of the SCHOA, and return it **before August 31, 2018** via 1) mail to Matt Roth, 8035 Spring Valley Dr, Plainfield, IN 46168 or 2) email to mattroth54@gmail.com

Dated: 9-12-18

Matthew Letic Roth
Name of Owner as shown on deed

8035 Spring Valley Dr Plainfield, IN
Owner Street Address

LOT 1

BALLOT

The undersigned member of the STANLEY COVE OWNERS ASSOC INC ("SCHOA") acknowledges receipt of a draft of the proposed SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment"). The undersigned votes upon the following matters according to the number of votes the undersigned is entitled to vote as a Member:

1. To adopt the proposed draft of the Second Amendment attached as Exhibit A Yes No

PROXY

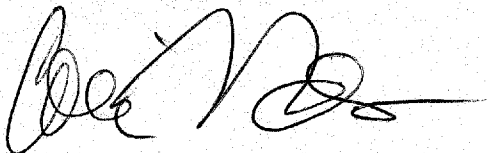
I, the undersigned Member, do make, constitute and appoint *the SCHOA Board of Directors*, as my true and lawful attorney, substitute, and proxy, for me and in my name, place, and stead, to vote according the number of votes I would be entitled to cast on the Second Amendment, and to vote at any subsequent balloting on any matter considered at a SCHOA meeting in 2018 including the election of directors, approval of the proposed draft of the Second Amendment, and the transaction of all other business as may properly come before a SCHOA meeting, as fully and with the same effect as I might or could do were I personally present, with full power of substitution and revocation, ratifying and confirming all that my attorney or his substitute shall lawfully do or cause to be done by virtue of this proxy; and I revoke any proxy or proxies previously given by me to any person or persons whatever for the above purposes.

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Dated: 8-20-2018

Corrina and Lance McCutcheon
Name of Owner as shown on deed

8058 Clearwater Ct Plainfield, IN
Owner Street Address



LOT 10

Lance McCutcheon

BALLOT

The undersigned member of the STANLEY COVE OWNERS ASSOC INC ("SCHOA") acknowledges receipt of a draft of the proposed SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment"). The undersigned votes upon the following matters according to the number of votes the undersigned is entitled to vote as a Member:

1. To adopt the proposed draft of the Second Amendment attached as Exhibit A Yes No

PROXY

I, the undersigned Member, do make, constitute and appoint *the SCHOA Board of Directors*, as my true and lawful attorney, substitute, and proxy, for me and in my name, place, and stead, to vote according to the number of votes I would be entitled to cast on the Second Amendment, and to vote at any subsequent balloting on any matter considered at a SCHOA meeting in 2018 including the election of directors, approval of the proposed draft of the Second Amendment, and the transaction of all other business as may properly come before a SCHOA meeting, as fully and with the same effect as I might or could do were I personally present, with full power of substitution and revocation, ratifying and confirming all that my attorney or his substitute shall lawfully do or cause to be done by virtue of this proxy; and I revoke any proxy or proxies previously given by me to any person or persons whatever for the above purposes.

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Dated: 9/8/18

Thomas E. Richardson
Name of Owner as shown on deed

8208 Spring Valley Dr. Plainfield, IN
Owner Street Address

LOT 26

BALLOT

The undersigned member of the STANLEY COVE OWNERS ASSOC INC ("SCHOA") acknowledges receipt of a draft of the proposed SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment"). The undersigned votes upon the following matters according to the number of votes the undersigned is entitled to vote as a Member:

1. To adopt the proposed draft of the Second Amendment attached as Exhibit A Yes No

PROXY

I, the undersigned Member, do make, constitute and appoint the SCHOA Board of Directors, as my true and lawful attorney, substitute, and proxy, for me and in my name, place, and stead, to vote according to the number of votes I would be entitled to cast on the Second Amendment, and to vote at any subsequent balloting on any matter considered at a SCHOA meeting in 2018 including the election of directors, approval of the proposed draft of the Second Amendment, and the transaction of all other business as may properly come before a SCHOA meeting, as fully and with the same effect as I might or could do were I personally present, with full power of substitution and revocation, ratifying and confirming all that my attorney or his substitute shall lawfully do or cause to be done by virtue of this proxy; and I revoke any proxy or proxies previously given by me to any person or persons whatever for the above purposes.

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Dated: 9/8/18

Mark & Julie Holsapple
Name of Owner as shown on deed

8145 Clearwater Ct Plainfield, IN
Owner Street Address

LOT 20

BALLOT

The undersigned member of the STANLEY COVE OWNERS ASSOC INC ("SCHOA") acknowledges receipt of a draft of the proposed SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment"). The undersigned votes upon the following matters according to the number of votes the undersigned is entitled to vote as a Member:


1. To adopt the proposed draft of the Second Amendment attached as Exhibit A Yes No

PROXY

I, the undersigned Member, do make, constitute and appoint the SCHOA Board of Directors, as my true and lawful attorney, substitute, and proxy, for me and in my name, place, and stead, to vote according to the number of votes I would be entitled to cast on the Second Amendment, and to vote at any subsequent balloting on any matter considered at a SCHOA meeting in 2018 including the election of directors, approval of the proposed draft of the Second Amendment, and the transaction of all other business as may properly come before a SCHOA meeting, as fully and with the same effect as I might or could do were I personally present, with full power of substitution and revocation, ratifying and confirming all that my attorney or his substitute shall lawfully do or cause to be done by virtue of this proxy; and I revoke any proxy or proxies previously given by me to any person or persons whatever for the above purposes.

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Dated: 8/20/18


Name of Owner as shown on deed

DANNY ACKER

8131 Clearwater Ct. Plainfield, IN
Owner Street Address

LOT 19

BALLOT

The undersigned member of the STANLEY COVE OWNERS ASSOC INC ("SCHOA") acknowledges receipt of a draft of the proposed **SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** ("Second Amendment"). The undersigned votes upon the following matters according to the number of votes the undersigned is entitled to vote as a Member:

1. To adopt the proposed draft of the Second Amendment attached as Exhibit A Yes No

PROXY

I, the undersigned Member, do make, constitute and appoint *the SCHOA Board of Directors*, as my true and lawful attorney, substitute, and proxy, for me and in my name, place, and stead, to vote according the number of votes I would be entitled to cast on the Second Amendment, and to vote at any subsequent balloting on any matter considered at a SCHOA meeting in 2018 including the election of directors, approval of the proposed draft of the Second Amendment, and the transaction of all other business as may properly come before a SCHOA meeting, as fully and with the same effect as I might or could do were I personally present, with full power of substitution and revocation, ratifying and confirming all that *my attorney or his substitute shall lawfully do or cause to be done by virtue of this proxy; and I revoke any proxy or proxies previously given by me to any person or persons whatever for the above purposes.*

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Dated: 8/22/2018
Cary L. Favore, Jr.
Nichole R. Favore
Name of Owner as shown on deed

8051 Spring Valley Dr Plainfield, IN
Owner Street Address

LOT 2

BALLOT

The undersigned member of the STANLEY COVE OWNERS ASSOC INC ("SCHOA") acknowledges receipt of a draft of the proposed SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment"). The undersigned votes upon the following matters according to the number of votes the undersigned is entitled to vote as a Member:

1. To adopt the proposed draft of the Second Amendment attached as Exhibit A Yes No

PROXY

I, the undersigned Member, do make, constitute and appoint *the SCHOA Board of Directors*, as my true and lawful attorney, substitute, and proxy, for me and in my name, place, and stead, to vote according the number of votes I would be entitled to cast on the Second Amendment, and to vote at any subsequent balloting on any matter considered at a SCHOA meeting in 2018 including the election of directors, approval of the proposed draft of the Second Amendment, and the transaction of all other business as may properly come before a SCHOA meeting, as fully and with the same effect as I might or could do were I personally present, with full power of substitution and revocation, ratifying and confirming all that my attorney or his substitute shall lawfully do or cause to be done by virtue of this proxy; and I revoke any proxy or proxies previously given by me to any person or persons whatever for the above purposes.

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Dated: 8/18/2018

Craig & Angela Klinge
Name of Owner as shown on deed

8096 Spring Valley Dr. Plainfield, IN
Owner Street Address

LOT 32

BALLOT

The undersigned member of the STANLEY COVE OWNERS ASSOC INC ("SCHOA") acknowledges receipt of a draft of the proposed SECOND AMENDMENT TO DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS ("Second Amendment"). The undersigned votes upon the following matters according to the number of votes the undersigned is entitled to vote as a Member:

BALLOT

BALLOT

The undersigned member of the STANLEY COVE OWNERS ASSOC INC ("SCHOA") acknowledges receipt of a draft of the proposed SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment"). The undersigned votes upon the following matters according to the number of votes the undersigned is entitled to vote as a Member:

- 1. To adopt the proposed draft of the Second Amendment attached as Exhibit A Yes No

PROXY

I, the undersigned Member, do make, constitute and appoint the SCHOA Board of Directors, as my true and lawful attorney, substitute, and proxy, for me and in my name, place, and stead, to vote according the number of votes I would be entitled to cast on the Second Amendment, and to vote at any subsequent balloting on any matter considered at a SCHOA meeting in 2018 including the election of directors, approval of the proposed draft of the Second Amendment, and the transaction of all other business as may properly come before a SCHOA meeting, as fully and with the same effect as I might or could do were I personally present, with full power of substitution and revocation, ratifying and confirming all that my attorney or his substitute shall lawfully do or cause to be done by virtue of this proxy; and I revoke any proxy or proxies previously given by me to any person or persons whatever for the above purposes.

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Dated: 9-9-18

Gill
Name of Owner as shown on deed

Plainfield, IN
Owner Street Address

LOT 29

BALLOT

The undersigned member of the STANLEY COVE OWNERS ASSOC INC ("SCHOA") acknowledges receipt of a draft of the proposed SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment"). The undersigned votes upon the following matters according to the number of votes the undersigned is entitled to vote as a Member:

1. To adopt the proposed draft of the Second Amendment attached as Exhibit A Yes No

PROXY

I, the undersigned Member, do make, constitute and appoint *the SCHOA Board of Directors*, as my true and lawful attorney, substitute, and proxy, for me and in my name, place, and stead, to vote according to the number of votes I would be entitled to cast on the Second Amendment, and to vote at any subsequent balloting on any matter considered at a SCHOA meeting in 2018 including the election of directors, approval of the proposed draft of the Second Amendment, and the transaction of all other business as may properly come before a SCHOA meeting, as fully and with the same effect as I might or could do were I personally present, with full power of substitution and revocation, ratifying and confirming all that my attorney or his substitute shall lawfully do or cause to be done by virtue of this proxy; and I revoke any proxy or proxies previously given by me to any person or persons whatever for the above purposes.

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Dated: 8-24-18

David R. Marilyn L. Becknell
Name of Owner as shown on deed

8173 Spring Valley Plainfield, IN
Owner Street Address

LOT 21

BALLOT

The undersigned member of the STANLEY COVE OWNERS ASSOC INC ("SCHOA") acknowledges receipt of a draft of the proposed SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment"). The undersigned votes upon the following matters according to the number of votes the undersigned is entitled to vote as a Member:

1. To adopt the proposed draft of the Second Amendment attached as Exhibit A Yes No

PROXY

I, the undersigned Member, do make, constitute and appoint *the SCHOA Board of Directors*, as my true and lawful attorney, substitute, and proxy, for me and in my name, place, and stead, to vote according to the number of votes I would be entitled to cast on the Second Amendment, and to vote at any subsequent balloting on any matter considered at a SCHOA meeting in 2018 including the election of directors, approval of the proposed draft of the Second Amendment, and the transaction of all other business as may properly come before a SCHOA meeting, as fully and with the same effect as I might or could do were I personally present, with full power of substitution and revocation, ratifying and confirming all that my attorney or his substitute shall lawfully do or cause to be done by virtue of this proxy; and I revoke any proxy or proxies previously given by me to any person or persons whatever for the above purposes.

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Dated: 8-21-18

Roberto L. Cummins
Name of Owner as shown on deed

8023 Clearwater Ct Plainfield, IN
Owner Street Address

LOT 13/14

BALLOT

The undersigned member of the STANLEY COVE OWNERS ASSOC INC ("SCHOA") acknowledges receipt of a draft of the proposed SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment"). The undersigned votes upon the following matters according to the number of votes the undersigned is entitled to vote as a Member:

1. To adopt the proposed draft of the Second Amendment attached as Exhibit A Yes No

PROXY

I, the undersigned Member, do make, constitute and appoint *the SCHOA Board of Directors*, as my true and lawful attorney, substitute, and proxy, for me and in my name, place, and stead, to vote according to the number of votes I would be entitled to cast on the Second Amendment, and to vote at any subsequent balloting on any matter considered at a SCHOA meeting in 2018 including the election of directors, approval of the proposed draft of the Second Amendment, and the transaction of all other business as may properly come before a SCHOA meeting, as fully and with the same effect as I might or could do were I personally present, with full power of substitution and revocation, ratifying and confirming all that my attorney or his substitute shall lawfully do or cause to be done by virtue of this proxy; and I revoke any proxy or proxies previously given by me to any person or persons whatever for the above purposes.

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Dated: 9/8/18

John and Sheila McClain
Name of Owner as shown on deed

8077 Clearwater Court Plainfield, IN
Owner Street Address

LOT 16

BALLOT

The undersigned member of the STANLEY COVE OWNERS ASSOC INC ("SCHOA") acknowledges receipt of a draft of the proposed SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment"). The undersigned votes upon the following matters according to the number of votes the undersigned is entitled to vote as a Member:

1. To adopt the proposed draft of the Second Amendment attached as Exhibit A: Yes No

PROXY

I, the undersigned Member, do make, constitute and appoint *the SCHOA Board of Directors*, as my true and lawful attorney, substitute, and proxy, for me and in my name, place, and stead, to vote according the number of votes I would be entitled to cast on the Second Amendment, and to vote at any subsequent balloting on any matter considered at a SCHOA meeting in 2018 including the election of directors, approval of the proposed draft of the Second Amendment, and the transaction of all other business as may properly come before a SCHOA meeting, as fully and with the same effect as I might or could do were I personally present, with full power of substitution and revocation, ratifying and confirming all that my attorney or his substitute shall lawfully do or cause to be done by virtue of this proxy; and I revoke any proxy or proxies previously given by me to any person or persons whatever for the above purposes.

*Please complete, date, and sign this form, which is solicited on behalf of the SCHOA, and return it before August 31, 2018 via 1) mail to Matt Roth, 8035 Spring Valley Dr, Plainfield, IN 46168 or 2) email to mattroth54@gmail.com

Dated: 9-21-18

Jill A. Carter
Name of Owner as shown on deed

8115 Clearwater Cir Plainfield, IN
Owner Street Address

LOT 18

BALLOT

The undersigned member of the STANLEY COVE OWNERS ASSOC INC ("SCHOA") acknowledges receipt of a draft of the proposed SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment"). The undersigned votes upon the following matters according to the number of votes the undersigned is entitled to vote as a Member:


1. To adopt the proposed draft of the Second Amendment attached as Exhibit A Yes No

PROXY

I, the undersigned Member, do make, constitute and appoint *the SCHOA Board of Directors*, as my true and lawful attorney, substitute, and proxy, for me and in my name, place, and stead, to vote according to the number of votes I would be entitled to cast on the Second Amendment, and to vote at any subsequent balloting on any matter considered at a SCHOA meeting in 2018 including the election of directors, approval of the proposed draft of the Second Amendment, and the transaction of all other business as may properly come before a SCHOA meeting, as fully and with the same effect as I might or could do were I personally present, with full power of substitution and revocation, ratifying and confirming all that my attorney or his substitute shall lawfully do or cause to be done by virtue of this proxy; and I revoke any proxy or proxies previously given by me to any person or persons whatever for the above purposes.

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Dated: 8-21-18


Name of Owner as shown on deed

8070 SPRING VALLEY DR.
Plainfield, IN
Owner Street Address

LOTS 33-34-35

BALLOT

The undersigned member of the STANLEY COVE OWNERS ASSOC INC ("SCHOA") acknowledges receipt of a draft of the proposed SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment"). The undersigned votes upon the following matters according to the number of votes the undersigned is entitled to vote as a Member:

1. To adopt the proposed draft of the Second Amendment attached as Exhibit A Yes No

PROXY

I, the undersigned Member, do make, constitute and appoint *the SCHOA Board of Directors*, as my true and lawful attorney, substitute, and proxy, for me and in my name, place, and stead, to vote according the number of votes I would be entitled to cast on the Second Amendment, and to vote at any subsequent balloting on any matter considered at a SCHOA meeting in 2018 including the election of directors, approval of the proposed draft of the Second Amendment, and the transaction of all other business as may properly come before a SCHOA meeting, as fully and with the same effect as I might or could do were I personally present, with full power of substitution and revocation, ratifying and confirming all that my attorney or his substitute shall lawfully do or cause to be done by virtue of this proxy; and I revoke any proxy or proxies previously given by me to any person or persons whatever for the above purposes.

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Dated: 9/8/18

Edward Heger

Claudia Heger

Name of Owner as shown on deed

8034 Clearwater Court, Plainfield, IN
Owner Street Address

LOT 11

BALLOT

The undersigned member of the STANLEY COVE OWNERS ASSOC INC ("SCHOA") acknowledges receipt of a draft of the proposed SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment"). The undersigned votes upon the following matters according to the number of votes the undersigned is entitled to vote as a Member:

1. To adopt the proposed draft of the Second Amendment attached as Exhibit A Yes No

PROXY

I, the undersigned Member, do make, constitute and appoint *the SCHOA Board of Directors*, as my true and lawful attorney, substitute, and proxy, for me and in my name, place, and stead, to vote according the number of votes I would be entitled to cast on the Second Amendment, and to vote at any subsequent balloting on any matter considered at a SCHOA meeting in 2018 including the election of directors, approval of the proposed draft of the Second Amendment, and the transaction of all other business as may properly come before a SCHOA meeting, as fully and with the same effect as I might or could do were I personally present, with full power of substitution and revocation, ratifying and confirming all that my attorney or his substitute shall lawfully do or cause to be done by virtue of this proxy; and I revoke any proxy or proxies previously given by me to any person or persons whatever for the above purposes.

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Dated: 9/19/18

Ryan C. Jones
Name of Owner as shown on deed

8093 Clearwater Ct Plainfield, IN
Owner Street Address

LOT 17

BALLOT

The undersigned member of the STANLEY COVE OWNERS ASSOC INC ("SCHOA") acknowledges receipt of a draft of the proposed SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment"). The undersigned votes upon the following matters according to the number of votes the undersigned is entitled to vote as a Member:

- 1. To adopt the proposed draft of the Second Amendment attached as Exhibit A: Yes No

PROXY

I, the undersigned Member, do make, constitute and appoint the SCHOA Board of Directors, as my true and lawful attorney, substitute, and proxy, for me and in my name, place, and stead, to vote according the number of votes I would be entitled to cast on the Second Amendment, and to vote at any subsequent balloting on any matter considered at a SCHOA meeting in 2018 including the election of directors, approval of the proposed draft of the Second Amendment, and the transaction of all other business as may properly come before a SCHOA meeting, as fully and with the same effect as I might or could do were I personally present, with full power of substitution and revocation, ratifying and confirming all that my attorney or his substitute shall lawfully do or cause to be done by virtue of this proxy; and I revoke any proxy or proxies previously given by me to any person or persons whatever for the above purposes.

*Please complete, date, and sign this form, which is solicited on behalf of the SCHOA, and return it before August 31, 2018 via 1) mail to Matt Roth, 8035 Spring Valley Dr, Plainfield, IN 46168 or 2) email to mattroth54@gmail.com

Dated: 9/16/18

[Signature]
Name of Owner as shown on deed

Plainfield, IN
Owner Street Address

LOTS 3, 4, 5, 6
8, 9
23, 28

BALLOT

The undersigned member of the STANLEY COVE OWNERS ASSOC INC ("SCHOA") acknowledges receipt of a draft of the proposed SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment"). The undersigned votes upon the following matters according to the number of votes the undersigned is entitled to vote as a Member:

1. To adopt the proposed draft of the Second Amendment attached as Exhibit A Yes No

PROXY

I, the undersigned Member, do make, constitute and appoint *the SCHOA Board of Directors*, as my true and lawful attorney, substitute, and proxy, for me and in my name, place, and stead, to vote according the number of votes I would be entitled to cast on the Second Amendment, and to vote at any subsequent balloting on any matter considered at a SCHOA meeting in 2018 including the election of directors, approval of the proposed draft of the Second Amendment, and the transaction of all other business as may properly come before a SCHOA meeting, as fully and with the same effect as I might or could do were I personally present, with full power of substitution and revocation, ratifying and confirming all that my attorney or his substitute shall lawfully do or cause to be done by virtue of this proxy; and I revoke any proxy or proxies previously given by me to any person or persons whatever for the above purposes.

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Dated: 9-19-18

Michelle Maust
Name of Owner as shown on deed

Owner Street Address Plainfield, IN

LOT 27

BALLOT

The undersigned member of the STANLEY COVE OWNERS ASSOC INC ("SCHOA") acknowledges receipt of a draft of the proposed SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment"). The undersigned votes upon the following matters according to the number of votes the undersigned is entitled to vote as a Member:

1. To adopt the proposed draft of the Second Amendment attached as Exhibit A Yes No

PROXY

I, the undersigned Member, do make, constitute and appoint the SCHOA Board of Directors, as my true and lawful attorney, substitute, and proxy, for me and in my name, place, and stead, to vote according to the number of votes I would be entitled to cast on the Second Amendment, and to vote at any subsequent balloting on any matter considered at a SCHOA meeting in 2018 including the election of directors, approval of the proposed draft of the Second Amendment, and the transaction of all other business as may properly come before a SCHOA meeting, as fully and with the same effect as I might or could do were I personally present, with full power of substitution and revocation, ratifying and confirming all that my attorney or his substitute shall lawfully do or cause to be done by virtue of this proxy; and I revoke any proxy or proxies previously given by me to any person or persons whatever for the above purposes.

*Please complete, date, and sign this form, which is solicited on behalf of the SCHOA, and return it before August 31, 2018 via 1) mail to Matt Roth, 8035 Spring Valley Dr, Plainfield, IN 46168 or 2) email to mattroth54@gmail.com

Dated: 9-21-18

Lisa Johnson
Name of Owner as shown on deed

8231 Spring Valley Dr Plainfield, IN
Owner Street Address

LOT 24

BALLOT

The undersigned member of the STANLEY COVE OWNERS ASSOC INC ("SCHOA") acknowledges receipt of a draft of the proposed SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Second Amendment"). The undersigned votes upon the following matters according to the number of votes the undersigned is entitled to vote as a Member:

1. To adopt the proposed draft of the Second Amendment attached as Exhibit A Yes No

PROXY

I, the undersigned Member, do make, constitute and appoint *the SCHOA Board of Directors*, as my true and lawful attorney, substitute, and proxy, for me and in my name, place, and stead, to vote according to the number of votes I would be entitled to cast on the Second Amendment, and to vote at any subsequent balloting on any matter considered at a SCHOA meeting in 2018 including the election of directors, approval of the proposed draft of the Second Amendment, and the transaction of all other business as may properly come before a SCHOA meeting, as fully and with the same effect as I might or could do were I personally present, with full power of substitution and revocation, ratifying and confirming all that my attorney or his substitute shall lawfully do or cause to be done by virtue of this proxy; and I revoke any proxy or proxies previously given by me to any person or persons whatever for the above purposes.

*Please complete, date, and sign this form, which is solicited on behalf of the SCHOA, and return it before August 31, 2018 via 1) mail to Matt Roth, 8035 Spring Valley Dr, Plainfield, IN 46168 or 2) email to mattroth54@gmail.com

Dated: 8/22/18

Brandon & Stephanie Wilson
Name of Owner as shown on deed

8026 Clearwater Ct. Plainfield, IN
Owner Street Address

LOT 12