

May 12, 1995

Sugar Bush Farms Homeowners
Sugar Bush Farms Sub-division
Brownsburg, IN 46112

Subject: Restrictive Covenant Amendments for Sugar Bush Farms, Inc.

You are receiving a copy of restrictive covenants for Sugar Bush Farms as they have been revised recently for amendment. The covenants you are reviewing would take those covenants governing sections 1 and 2 and blend them with the set of covenants governing all other Sections of Sugar Bush Farms. Both sets of restrictive covenants are on file with the Hendricks County Recorder's Office, the first set filed on July 21, 1989, by Bien, Incorporated, and the second set filed on July 31, 1992, by C.P. Morgan Communities, L.P., entitled "Amended and Restated Restrictions for Sections 3 and 4 of Sugar Bush Farms". The Hendricks County Recorder's Office shows the latter set of restrictive covenants govern Sections 3-4 and all Sections of Sugar Bush Farms completed thereafter.

It is the Sugar Bush Farms Homeowner Board's intent to streamline the covenants to be consistent for all residents of Sugar Bush Farms, and to rectify the numerous interpretation problems which have arisen with two sets of restrictive covenants within one subdivision. We believe, as a Homeowner Association, it makes better business sense to have one set of covenants to govern our community, creating continuity, with less room for interpretation between homeowners and the Homeowner Board. Since we have been seated as a permanent governing Board for our community, we have faced numerous difficulties with the fact of having two separate sets of restrictive covenants, as well as discretionary approvals having been made by various Developer personnel in the last five+ years that differed from either set of rules. As a result, homeowners, as well as this Board, have not been clear in many instances as to what was [or was not] allowed for Homeowners to do [or not do] in this community with their separate properties. (i.e. fencing issues, mini barn issues, etcetera) While past Homeowner experiences indicate rules were either loosely enforced with some or strictly enforced with others, it created neighborhood havoc. Those who want a sense of order have become incensed, and those who do not want to adhere to the covenants are going against the very rules they agreed to abide by when moving into Sugar Bush Farms. Thus, the dilemmas we have faced as a full-time seated Board.

With this revised set of restrictive covenants, we hope to alleviate this confusion, and particularly, get everyone at "ground zero". These rules would apply to everyone, and any previously approved architectural changes or practices that have taken place in Sugar Bush Farms would have no bearing on architectural changes or practices from this point forward. This again allows continuity between homeowners, with no one person receiving privilege over another. Please be aware that as a Board, we want to be equitable to all homeowners, and we realize that, at times, common sense and some discretion must be utilized in the decisions we make, so all decisions made are in the best interest of the individual and also for the community as a whole.

In some areas of the revised, proposed covenants, wording has been changed, blended, or added entirely. The attached sheet will guide you as to the changes to look for and review, but actually, there are very few changes for you to consider. What should be crystal clear, however, is that all Homeowners will be expected to abide by this set of

covenants if approved, no matter what has taken place in the neighborhood from Homeowner to Homeowner in the past.

We will vote on acceptance of the amended covenants on June 22, 1995, at our annual Spring meeting set at the Brownsburg Public Library, 7:00 p.m.. Your vote must be signed and dated. **IN ORDER TO PASS FOR APPROVAL, 75% OF ALL SUGAR BUSH FARM HOMEOWNERS MUST VOTE YES!** **It is imperative that one person from each household or lot cast a vote.** If you know you will not be able to attend the meeting, an Absentee Ballot is included with this packet of information for your convenience. It can be filled out and returned to either of the following Board members by June 22:

**Frank Padula, President, 438 Sugar Bush Lane North
Robin Stapleton, Secretary, 206 Sugar Bush Lane So.**

If not approved, we remain with the Status Quo: separate rules for separate sections of Sugar Bush Farms.

Also at the June 22 meeting, two Board positions are available to be voted in on that evening. Nominations for these positions must be received by June 8. You may nominate yourself. All nominations must be submitted in writing to the following Board member:

Daryl Thompson, 202 Sugar Bush Lane So., Brownsburg, IN 46112

We will distribute ballots with the nominated individuals' names and a brief paragraph about each person to your door a few days prior to the June 22 meeting, again so that you have the opportunity to vote for your Board members in case you are unable to attend the meeting. **NO NOMINATIONS WILL BE ACCEPTED AFTER JUNE 8!**

Now to double check: With this packet you should have: a) a cover letter; b) new set of revised covenants for consideration; c) rules that govern Sections 1 & 2; d) rules that govern Sections 3 & 4 and all remaining Sections as a point of reference; e) and an Absentee Ballot for your approval or disapproval of the proposed amended covenants.

Should you have questions regarding either the proposed amended restrictive covenants or the Board nominations, please feel free to contact any current Board member:

**Frank Padula, President, 852-2401
Robin Stapleton, Secretary, 852-2122
Daryl Thompson, 852-4779
John Harvey, 852-0019
Lonnie Johnson, 852-8226.**

Sincerely,

**Robin Stapleton
Secretary
Sugar Bush Farms Homeowner Board**

ATT./

cc: Sugar Bush Farms files, R & G Management Corp.
Seth Lewis, Esquire

ATTACHMENT LIST - PROPOSED AMENDMENT CHANGES/ADDITIONS

<u>PAGE</u>	<u>PROPOSAL</u>
1	Wording to change where required for purpose of filing Amended covenants with Hendricks County Recorder's office
2	Definitions: changes to <u>Board</u> ; <u>Committee</u>
13	E. underlining of passage for emphasis
14	8A.E. wording changes; water pumping guidelines added
15	9E. amended to (72) hours instead of (24) hours
16	9J. wording changes
17	9U. wording change 9X. wording changes, amending allowable size of satellite dishes
18	9AA. wording changes, allowing sheds and mini-barns 9CC. and 9DD wording changes 9EE. newly added section
19.	11A.V. wording change
21	Subject to change upon new recording of amendments in Hendricks County Recorder's office.

~~AMENDED AND RESTATED RESTRICTIONS~~
FOR SECTIONS 3 AND 4 OF SUGAR BUSH FARMS

THIS AMENDMENT AND RESTATEMENT made this 31st day of July, 1992, by C.P. MORGAN COMMUNITIES, L.P., an Indiana limited partnership ("Developer"),

WITNESSETH:

WHEREAS, Developer has acquired from Bien, Inc., an Indiana corporation (the "Prior Developer"), and is now the owner of all of the lands contained in the area shown on Exhibit "A" attached hereto and made a part hereof (such lands hereinafter referred to as the "Real Estate"), which lands have been subdivided for development as Sections 3 and 4 of Sugar Bush Farms, a single family housing development in Hendricks County, Indiana (which, with other lands constituting Sections 1 and 2 of Sugar Bush Farms, is collectively referred to as the "Development"), more particularly described on the plats thereof recorded and to be recorded in the Office of the Recorder of Hendricks County, Indiana (the "Plats"); and

WHEREAS, Prior Developer executed a certain "Restrictions of Sugar Bush Farms" dated June 13, 1989 and recorded July 21, 1989 in Book 118, Page 152, as Instrument No. 1294, in the Office of the Recorder of Hendricks County, Indiana (the "Prior Restrictions"); and

WHEREAS, Developer is about to sell and convey the residential lots situated within the platted areas of the Real Estate and before doing so desires to amend and restate the Prior Restrictions as hereinafter set forth and subject and impose upon the Real Estate mutual and beneficial restrictions, covenants, conditions and charges contained herein and as set forth in the Plats (collectively, the "Declaration" or "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and future owners thereof:

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands constituting a part of the Real Estate, are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to the Restrictions, and shall inure to the benefit of Developer's successors in title to any real estate in the Development. The provisions of this Amendment and Restatement shall not apply to any Lots within the Development which are not included in the Real Estate described in Exhibit "A" absent written consent hereto by the Owner thereof. Developer specifically reserves unto itself the right and privilege to exclude any real

estate from the Development, or to include additional real estate in the Development, including real estate adjacent to the Development.

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

A. "Assessment" shall mean the share of the Common Expenses imposed on each lot or other special assessments, as determined and levied pursuant to the provisions of Paragraph 5 hereof.

B. "Association" shall mean the Sugar Bush Property Owners Association, Inc., an Indiana non-profit Corporation, formed by the Prior Developer. Each owner shall be a member of the Association.

C. "Board" shall mean the Board of Directors of the Association composed of a minimum of three members, serving one-year terms, subject to review yearly by the Association.

D. "Committee" shall mean the Architecture and Environmental Control Committee, composed of a minimum of three members of the Association, appointed by the Board. The members of the Committee shall serve one-year terms, but are subject to review on a yearly basis by the Board. Any vacancies on the Committee from time to time existing shall be filled by appointment by the Board. Notwithstanding anything herein to the contrary, Developer shall have the powers and authority of the Committee during the Development period only.

E. "Common Areas" shall mean those areas and all improvements located thereon set aside for recreation areas, theme structures or landscaped areas or mounds at street entrances, lights, park areas, street landscaping, the Lakes, as defined herein, and any other areas so designated on the Plats.

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

G. "Development Period" shall mean the period of time during which Developer owns at least one Lot as defined herein.

H. "Lake" or "Lakes" shall mean and refer to the water retention pond(s) or Lake(s) and common areas portion of the shoreline area as shown on the Plats which serve or shall serve as part of the storm and surface water drainage system, serving the Development, as such are, or in the future shall be, more particularly described on the Plats.

designated by block letter and further identified as a "cul-de-loop" which is created for the exclusive use and enjoyment of those particular lots having public street access therefrom. Each such owner shall have an easement for ingress and egress in common with the other adjacent owners to the public street across such area. Such cul-de-loop may further have a landscaped island as may be shown on the Plats therein adjacent to the public right-of-way and such Limited Common Area shall be owned and maintained by equal undivided interests as tenants in common of the lots abutting thereon and using the cul-de-loop as a means of ingress and egress to the public street. Such maintenance and repair shall be undertaken by a determination in writing of a majority of the lot owners having an undivided interest in the Limited Common Area, and upon the failure of any such lot owner to pay his equal contributive share for such maintenance or repair, the remaining lot owners or any one of them may advance the defaulting lot owner's contributive share upon thirty (30) days' written notice and such advancement shall constitute a lien upon the lot of the defaulting lot owner enforceable in the same manner and under the same terms as made and provided under the provisions of the Mechanics Lien Laws of the State of Indiana, Chapter 116 of the Acts of the 1909 Indiana General Assembly as amended to date, I.C. 32-8-3-1 et seq. Any such lien shall be subordinate to the lien of any first mortgage and any first mortgagee taking title to a lot by foreclosure or deed in lieu thereof shall take title free and clear of any such assessments for work performed prior to such mortgagee's taking title.

J. "Lot" or "Lots" shall mean any parcel(s) of real estate, whether residential or otherwise, described by one of the Plats.

K. "Member" shall mean any person or entity holding membership in the Association as provided in this Declaration.

L. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. Organization and Duties of Association

A. Organization of Association. The Association shall be organized as a nonprofit corporation under the laws of the State of Indiana, to be operated in accordance with the Articles of Incorporation which have been filed or will be filed by Developer or the Prior Developer, and the Code of By-Laws of the Association. The membership of the Association shall consist of one class of voting members, with each Member having equal voting rights. In the event that any one Lot shall be owned by more than one person, partnership, trust, corporation, or other entity, they shall be treated collectively as one Member for

the Association, only one vote appertains to each Lot. Notwithstanding anything herein to the contrary, during the Development Period, all actions of the Association shall require the prior written approval of the Developer.

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

C. Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, in accordance with paragraph 11 of this Declaration.

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

The Association may maintain a fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible

bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of one (1) years' assessment on all Lots in the Development, plus the Association's reserve funds.

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

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

F. Transfer of Control of the Association. Developer shall transfer control of the Association (subject to its rights under Section 2.A. hereof) as soon as is practical upon the transfer of a number of Lots equal to eighty percent (80%) of the Lots in the Development; provided, however, that Developer may transfer control of the Association at an earlier date in its sole discretion.

G. Interim Advisory Committee. Until such time as Developer shall transfer control of the Association pursuant to paragraph 2.F. hereof, there shall exist an Interim Advisory Committee (the "Committee"). The Committee shall serve as a liaison between the Owners (other than the Developer) and the Association, and advise the Association from time to time during such period. The Committee shall consist of three (3) members, each of whom must be an Owner (other than Developer, or an officer, director or employee of Developer). The members of the Committee shall serve without compensation. The Committee shall

Developer) at a meeting thereof called for such purpose. The Owners (other than Developer) may remove any member of the Committee with or without cause, and elect a successor at a meeting thereof called for such purpose.

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

3. Powers of Committee.

A. In General. No dwelling, building structure, fencing, exterior painting (excluding repainting in the same color) or exterior improvement of any type or kind (excluding landscaping) shall be constructed or placed on any Lot without the prior written approval of the Committee. Such approval shall be obtained only after written application requesting authorization has been made to the Committee by the Owner of the Lot. Such written application shall be in the manner and form prescribed from time to time by the Committee, and the Committee may require a set of plans and specifications for any such proposed construction or improvement. The Committee may require that such plans include plot plans showing the location of all improvements existing upon the Lot and the location of the improvements proposed to be constructed or placed upon the Lot, each properly and clearly designated. The Committee may also require that such plans and specifications set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. Notwithstanding anything herein to the contrary, approval of the Committee will not be required for improvements, fencing or structures placed on a Lot by the Developer.

B. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

- (1) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvements to be in violation of these Restrictions;

scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures, including trim, siding, roof and brick colors, or with the Development in general;

(3) The proposed improvement or any part thereof would architecturally, in the reasonable judgment of the Committee, be contrary to the interests, welfare or rights of all or any other Owners.

C. Duties of Committee. The Committee shall approve or disapprove proposed improvements within fifteen (15) days after all required information shall have been received. A copy of submitted materials shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons therefor. The Committee shall further affix its signature of approval upon two (2) site plans for purposes of obtaining an Improvement Location Permit, or similar permit, from the Permits Section of the Department of Metropolitan Development, or other applicable governmental authority, if such are required.

D. Liability of Committee. Neither the Committee nor any agent or member thereof, nor Developer during the Development Period or thereafter, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

E. Inspection. The Committee or its designated agent may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

F. Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever two or more contiguous Lots shall be owned by the same Owner, and such Owner shall desire to use two or more of said Lots as a site for a single dwelling, he 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 shall be treated as a single Lot for the purpose of determining the Assessment and for applying these Restrictions to said Lots, so long as such Lots remain improved with one single dwelling.

4. Remedies.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, any Owner, the Association, or any applicable governmental authority, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but

any kind to any person for failing either to enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

5. Covenants for Maintenance Assessments

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

(a) A Pro-rata Share (as hereinafter defined) of the annual Assessment fixed, established, and determined from time to time, as hereinafter provided, subject to Paragraph 5D.

(b) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided, subject to Paragraph 5E.

The Developer hereby covenants and agrees to pay to the Association during the Development Period an amount equal to the difference, if any, between the expenditures of the Association made pursuant to this Section 5.A and the aggregate amount of the annual Assessments collected by the Association.

B. Liability for Assessment. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot other than Lots owned by the Developer and shall constitute a lien from and after the due date thereof in favor of the Association upon each such Lot. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the

However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

C. Pro-rata Share. The Pro-rata Share of each Owner for purposes of this paragraph 5 shall be the percentage obtained by dividing one by the total number of Lots shown on the Plats of the Development ("Pro-rata Share"), except, as provided in Paragraph 3F herein.

D. Basis of Annual Assessments. Subject to the limitations described in this subparagraph D, the Board shall establish an annual budget prior to the beginning of each fiscal year, setting forth estimates of all Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be mailed or delivered to each Owner prior to the beginning of each fiscal year of the Association. The original annual assessment shall be \$100.00 per Lot. The Association may change this amount prospectively provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for such purpose. Written notice of such a meeting shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Basis of Special Assessments. Should the Board at any time during the fiscal year determine that the Assessment levied with respect to such year are insufficient to pay the Common Expenses for such year, the Board may, at any time, and from time to time levy such special Assessments as it may deem necessary for meeting the Common Expenses. In addition, the Board shall have the right to levy at any time, and from time to time, one or more special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Common Expense not provided for by the annual Assessments. Notwithstanding anything in this subparagraph E to the contrary, such special Assessments shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for such purpose. Written notice of such a meeting shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for Action Authorized Under Subparagraphs D and E. The quorum required for any action authorized by subparagraphs D and E of this Paragraph 5 shall be as follows:

At the first meeting called as provided in such subparagraphs, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in such subparagraphs, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. At the election of the Developer, the annual Assessments of each Lot in each section of the Development shall commence on the first day of the second month following the month in which Developer first conveys ownership of any Lot in such section to an Owner. The first annual Assessment within each section of the Development shall be made for the balance of the Association's fiscal year in which such Assessment is made and shall become due and payable commencing on any date fixed by the Association. The annual Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such Assessments in installments.

H. Duties of the Association.

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

(ii) The Association shall promptly furnish to any Owner or any mortgagee of any Owner upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to such requesting Owner's or mortgagee's Lot. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(iii) The Association shall notify any mortgagee from which it has received a request for notice of any default in the performance by any owner of any obligation under the By-laws or this Declaration which is not cured within sixty (60) days.

I. Non-payment of Assessments; Remedies of Association.

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

(ii) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, a penalty fee not to exceed \$10.00 shall be added thereto and from such date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

J. Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall

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

6. Effect of Becoming an Owner. The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the new Owner acknowledges the rights and powers of Developer with respect to these Restrictions and also for themselves, their heirs, personal representatives, successors and assigns. Such Owners covenant and agree and consent to and with Developer and to and with the Owners and subsequent owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

7. Control of the Lakes and Common Areas.

A. Control by the Board. The Board shall regulate the Lakes and Common Areas and shall provide for the maintenance thereof in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures in the vicinity thereof and the natural or other vegetation and topography of the Lakes and Common Areas.

B. Conditions. No improvements, excavation, changes in grade or other work shall be done upon the Lakes or Common Areas by any Owner, nor shall the Lakes or Common Areas be changed by any Owner from its natural or improved existing state, without the prior written approval of the Board.

8. Restrictions, Covenants and Regulations.

A. Restrictions on Use. The following covenants and restrictions on the use and enjoyment of the Lots, the Lakes, and the Common Areas shall be in addition to any other covenants or restrictions contained herein or in the Plats and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any of such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof,

but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

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

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

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

(d) No Owner shall be allowed to plant trees, landscape or do any gardening in any part of the Lakes or the Common Areas, except with express permission from the Board.

(e) The Lakes and the Common Areas shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. Without limiting the generality of the foregoing, the Lakes are and will be an integral part of the storm water drainage system serving the Development, and are intended to be used for such purpose and primarily as a visual and aesthetic amenity and not as a recreational amenity. Accordingly, no use shall be made of the Lakes which in any way interferes with their proper functioning as part of such storm water drainage system. No boating, swimming, diving, skiing, ice skating or other recreational activity shall be permitted in or on the Lakes. No sewage, garbage, refuse, or other solid, liquid, gaseous or other materials or items (other than storm and surface water drainage) shall be put into the Lakes, except the Association may take steps to clear and purify the waters thereof by the addition of chemicals or other substances commonly used for such purposes or by providing therein structures and equipment to aerate the same. Fishing from the shoreline area of the Lakes by an Owner, his occupants, his invited guests and family, shall be permitted subject to rules determined by the

Association and obedience and compliance with all applicable fishing and game laws, ordinances, rules and regulations. Access to Lakes shall be restricted to those shoreline areas marked Common Areas, but not to include the shoreline directly adjacent to Owners' property, without permission from said Owner. No piers, docks, retaining walls, rafts or other improvements shall be built, constructed or located on any Lot or on the Properties, except by Developer and/or the Association, which extend into, or to within twenty-five (25) feet from the shoreline of the Lake(s).

(f) Pumping water from any Lake will be allowed only by those Homeowners whose Properties directly touch the Lake's edge. Pumping water will be regulated by safe water levels to be determined by the Town of Brownsburg, in compliance either with applicable Town ordinance, or per standard practice by the Town of Brownsburg in such matters. Pumping must desist when safe water levels are reached, not to resume until safe levels are reached thereafter.

B. Non-applicability to Association. Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth in subparagraph A of this paragraph 8. shall not apply to or be binding upon the Association in its management, administration, operation, maintenance, repair, replacement and upkeep of the Lakes and Common Areas to the extent the application thereof could or might hinder, delay or otherwise adversely affect the Association in the performance of its duties, obligations and responsibilities as to the Lakes and Common Areas.

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

A. Land Use. Lots shall be used only for 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 acquired adjoining Lots for the purpose of building one dwelling across the common Lot line, in addition to the requirements of Section 3.F hereof, any side Lot line set back restrictions or regulations shall not apply to said common Lot line. Lot lines coinciding with sanitary sewer easements, drainage easements and utility easements may not be built across.

B. Dwelling Size. No dwelling shall be erected, altered, placed or permitted to remain on any Lot other than one single-family residence, not to exceed three stories in height. Dwellings on all Lots shall have, at a minimum, attached two-car

garages. The floor area of the main structure of any dwelling excluding garages and porches, shall not be less than 1200 square feet.

C. Building Lines. Front building lines are established as shown on the Plats between which lines and the property lines or the street, no structure shall be erected or maintained. Side building lines are established as shown on the Plats or by the Town of Brownsburg as the case may be, between which lines and the property lines or the street, no structure shall be erected or maintained.

D. Animals. No farm animals, fowl or domestic animals for commercial purposes shall be kept or permitted on any Lot in the Development. No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot in the Development; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Development.

E. Vehicle Parking. No camper, motorhome, inoperative vehicle, truck, trailer, boat or recreational vehicle of any kind may be stored in open view on any Lot in the Development for more than seventy-two (72) hours.

F. Waste Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. All rubbish, garbage or other waste shall be regularly removed from a Lot and shall not be allowed to accumulate thereon.

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

H. Sewage Disposal and Water Supply. No private or semi-private water supply may be located upon any Lot in the Development which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank absorption field, or other similar method of sewage disposal shall be located or constructed on any Lot.

I. Antennas. No antennas shall be allowed to extend higher than five (5) feet above the roofline on the exterior of homes in the Development.

J. Fencing. All fencing shall be subject to approval by the Committee pursuant to Section 3. hereof. Committee requires a set of plans, specifications and composition of all materials being used in fences prior to erecting or constructing a fence, and Homeowner must receive Board approval before commencing any fence installment. No fencing shall be higher than six (6) feet. No fencing shall extend forward of a point which is ten (10) feet behind the furthest back front corner of the residence on a Lot. Undue obstructions of view of other amenities from adjoining properties will be taken into consideration by the Committee when reviewing fence construction information for approval.

All metal fencing used in the Development where permitted must have a factory finish of either brown or black vinyl.

K. Solar Heat Panels. No solar panels shall be permitted on roofs of any structures in the Development. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots and the streets.

L. Division of Land. No Lot shall be re-divided into a smaller parcel.

M. Construction and Repair Time. Any house, fence, waterline, sewer, ditch or any structure, once approved and under construction, must be completed within (120) days from the date initial construction commences. Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six (6) months of the occurrence.

N. Signs. The only signs permitted to be erected or displayed in the Development are: those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and/or sales period, a single yard sale or garage sale sign placed by the Owner no more frequently than one day, twice annually, a single sign placed by an Owner to advertise the property being for sale or rent, or to prohibit hunting or trapping.

O. Hunting and Trapping. Hunting and trapping are prohibited in this Development, except that the Association has exclusive authority to allow trapping in the Lakes.

P. Sight Distance at Intersection. No fences, 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 the edge of a 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.

Q. Landscaping. Each Owner shall landscape his respective Lot within sixty (60) days following completion of a house thereon, weather permitting.

R. Maintenance of Lots and Improvements. Each Owner shall at all times maintain his respective 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 Development, 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 the 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 Owners or their designated representative at least twice during each of the months of April through September.

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

T. Basements. Basements may be constructed in the Development but pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required.

U. Driveways. Residential driveways shall be constructed of concrete. Pavement shall be a minimum of four (4) inches in thickness, excluding sub-base materials.

V. Swimming Pools. No swimming pools, where the water level is either partially or completely above ground level, shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others. Prior to construction, such pool or fencing shall be approved by the Committee pursuant to Section 3. hereof.

W. Crawl Spaces and Foundation Drains. No crawl spaces, eaves, troughs, gutters, downspouts or foundation drains shall be construction so as to discharge water onto a street.

X. Signal Receiver. No signal receiver in the form of a satellite dish or other similar device, larger than twenty-four (24) inches in diameter, shall be permitted.

Y. Walks. Each Owner, by acceptance of a deed for a Lot, even if not expressed in said deed, is deemed to covenant and agree to build and maintain in good condition a concrete walk at

the sides of all streets upon which his respective Lot abuts. All walks shall conform with the specification and development plans for this Development on file in the office of the Brownsburg Plan Commission, and shall be completed within sixty (60) days after completion of the house on the Lot, weather permitting.

Z. Gazebos. Freestanding gazebos are permitted if design and location is approved by the Committee pursuant to Section 3 herein.

AA. Storage Sheds and Mini-Barns. Structures may be built only after prior approval of the Committee. Such approval shall be obtained only after written application requesting authorization has been made to the Committee by the owner of the Lot. The Committee requires a set of plans, specifications, and composition of all exterior materials being used for proposed structure. Undue obstruction of view of other amenities from adjoining properties will be taken into consideration by the Committee when reviewing structures for approval. Structure shall be constructed of wood and shall be consistent with color and make-up of house exterior.

BB. Mail Boxes. As long as a mail box is required to be installed at a street location for Postal delivery, said box must be supported and mounted on a four inch by four inch (4" x 4") wood material, preferably of a treated variety. Any exception, such as a decorative enclosure or support, must be approved by the Committee pursuant to Section 3 hereof. The mail boxes initially installed by the Developer shall include a newspaper holder/box. No additional newspaper boxes or attachments may be added or made to the mail box structure.

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

DD. Pedestrian Walkway Easement. Lot No. 134 in Section 4 of the Development includes a ten(10) foot Pedestrian Walkway Easement, as reflected on the Plat. This easement is hereby reserved for the non-exclusive use and enjoyment of the Owners for access to the Brownsburg School community and recreational facilities. No improvements may be constructed within this easement by the Association.

EE. Play Equipment. Children's play equipment such as sandboxes, swing and slide sets, temporary swimming pools having a depth of less than twenty-four (24) inches, play houses and tents shall not require approval by the Committee provided such equipment is not more than six feet high, maintained by the Owner

in good repair (including painting) and every reasonable effort has been made by the Lot owner to screen or shield such equipment from view. Equipment higher than six (6) feet shall require approval of the design, location, color, material and use by the Committee

10. Duration. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years commencing on the date this Declaration is recorded, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Changes or amendments in these covenants, conditions and restrictions may be made by Owners in accordance with Paragraph 11. hereof.

11. Amendment of Declaration.

A. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

I. Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

II. Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

III. Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws of the Association.

IV. Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; provided, however, that during the Development Period, any amendment to this Declaration shall require the prior written approval of Developer. In the event any Lot is subject to a first mortgage, the mortgagee thereunder shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the mortgagee has given prior written notice of it's mortgage interest to the Association.

V. Special Amendments. No amendment to this Declaration shall be adopted which changes the applicable share of an Owner's liability of assessments, or the method

of determining the same, without, in each and any of such circumstances, the majority (75%) approval of all Owners and all mortgagees whose mortgage interests have been made known to the Association.

VI. Recording. Each amendment to this Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Hendricks County, Indiana, and such amendment shall not become effective until so recorded.

B. Amendments by Developer Alone. Notwithstanding the foregoing or anything elsewhere contained herein, the Developer shall have and hereby reserves the right and power acting along, and without the consent or approval of any other of the Owners, the Association, the Board of Directors, any mortgagee or any other person, except as provided below, to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with 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, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots, (c) to bring this Declaration into compliance with any statutory requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) functions similar to those performed by such agencies or entities, (e) to annex additional real estate to the Development, r (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. If furtherance of the foregoing, a power, coupled with an interest is hereby reserved by, and granted by each owner to the Developer to vote in favor of, make, or consent to any amendments described in this subparagraph B. on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to vote in favor of, make, execute and record any such amendments. The right of the Developer to act pursuant to rights reserved or granted under this subparagraph B. shall terminate upon the completion of the Development Period.

12. HUD/VA Approval. During the Development Period, the following actions will require the prior approval of the Department of Housing and Urban Development or the Department of Veterans Affairs: annexation of additional properties, dedication of Common Area and amendment of this Declaration.

13. Severability. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

C. P. MORGAN COMMUNITIES, L.P.
By: C. P. MORGAN INVESTMENT CO., INC.,
an Indiana corporation, its general
partner

By: Mark W. Boyce
Mark W. Boyce, Vice-President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State,
personally appeared Mark W. Boyce, Vice-President of C. P. Morgan
Investment Co., Inc., the general partner of C. P. Morgan
Communities, L.P., who acknowledged the execution of the foregoing
First Amendment to Restrictions of Sugar Bush Farms on behalf of such
partnership, and who, having been duly sworn, stated that the
representations therein contained are true.

Witness my hand and Notarial Seal this 31st day of July,
1992.

Maureen M. Owens
(MAUREN M. OWENS) Notary Public

My Commission Expires:
March 5, 1994

My County of Residence is:
Maurens

This Instrument was prepared by Lewis E. Willis, Jr., Attorney at
Law, Stark Doninger & Smith, 50 South Meridian Street, Suite 700,
Indianapolis, Indiana 40204.

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Bien, Inc., an Indiana corporation, as Owner and Developer of Sugar Bush Farms, a subdivision located in Section 14, Township 16 North, Range 1 East, Lincoln Township, Hendricks County, Indiana, does hereby restrict and covenant the lots of said subdivision and other areas within the boundary of said subdivision and its grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, and associations and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply in their entirety to all of said subdivision:

1. Definitions.

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

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

C. "Association" shall mean the Sugar Bush Farms Property Owners Association as created or to be created by the Developer. Each owner shall be a member of the Association.

D. "Developer" shall mean Bien, Inc., an Indiana corporation or its assigns.

E. "Plat" or "Plats" shall mean the subdivision plat or plats for Sugar Bush Farms as originally recorded on the 21 day of July, 1989, as Instrument # 1257, in the Office of the Recorder of Hendricks County, Indiana as the same may be hereafter amended, revised or supplemented.

F. "Development" shall mean and refer to the residential development which now exists or may hereafter be created within the above described real estate located in Hendricks County, Indiana, which is more particularly described in the Plat of Sugar Bush Farms.

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

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

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

ENTERED FOR RECORD
BOOK 118

JUL 21 1989 PAGE 152-60

James P. Clouser
HENDRICKS COUNTY RECORDER

J. Common Areas There are areas of ground on the Plat marked "Common Area" (CA). The Common Areas are hereby created and reserved:

1. solely for the common visual and aesthetic enjoyment of the Owners;
 2. for use by the Developer during the Development Period for the installation of retention and detention ponds or lakes, entryways and nature areas, if any;
 3. for the use as retention and detention ponds or lakes, entryways and nature areas, if any; and,
 4. for the use of the Association for the management and control of retention and detention ponds or lakes, entryways and nature parklands and the installation, maintenance and repair of improvements thereto.
2. Land Use. Lots shall be used only for 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 acquired adjoining Lots for the purpose of building one dwelling across the common lot line, any side lot line set back restrictions or regulations shall not apply to said common lot line. Lot lines coinciding with sanitary sewer easements, drainage easements, and utility easements may not be built across.
3. Dwelling Size. No dwelling shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family residence not to exceed three stories in height. Dwellings on all Lots shall have, at a minimum, attached two-car garages. The ground floor area of the main structure of any one-story dwelling, excluding garages and one-story porches, shall be not less than 1200 square feet. The ground floor area of the main structure of any two-story dwelling, excluding garages and one-story porches, shall be not less than 1000 square feet, with no less than a total of 1400 square feet of finished floor space in such two-story structure.
4. Building Lines. Front building lines are established as shown on the Plat between which lines and the property lines or the street, no structure shall be erected or maintained. Side building lines are established as shown on the Plat or by the town of Brownsburg as the case may be, between which lines and the property lines or the street, no structure shall be erected or maintained.
5. Animals. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any Lot in the Development. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in the Development; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Development.
6. Vehicle Parking. No camper, motor home, inoperative vehicle, truck, trailer, boat or recreational vehicle of any kind may be stored in open view on any Lot in the Development for more than twenty-four hours.
7. Waste Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. All rubbish, garbage or

other waste shall be regularly removed from a Lot and shall not be allowed to accumulate thereon.

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

9. Sewage Disposal and Water Supply. No private or semi-private water supply may be located upon any Lot in the Development which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or other similar method of sewage disposal shall be located or constructed on any Lot.

10. Antennas. No antennas shall be allowed to extend higher than five (5) feet above the roofline on the exterior of homes in the Development.

11. Fencing. All fencing shall be subject to approval by the Developer until the end of the Development Period and thereafter by the Association's Architectural Control Committee. All fencing that abuts the areas designated Common Area, an interior street or another Lot shall be constructed of wood.

All metal fencing used in the Development where permitted, must have a factory finish of either brown or black vinyl. No stockade fencing of any type will be allowed. No fence shall be higher than six (6) feet. No fencing shall extend forward of the furthest back corner of the residence. Fencing style and color shall be consistent with the Development.

12. Solar Heat Panels. No solar panels shall be permitted on roofs of any structures in the Development. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots and the streets.

13. Architectural Design. No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in the Development until the location plan, building plans, and specifications have been first submitted to, and approved by, the Committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already existing, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the Development. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove any plan and specifications within fifteen (15) days after such plans and specifications have been submitted to it, such plans shall be deemed approved and the provisions of this Covenant satisfied.

14. Covenants for Maintenance Assessments.

A. Creation of the Lien and Personal Obligation of Assessments. The Developer, being the owner of Sugar Bush Farms Development hereby covenants, and each subsequent owner of any Lot by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay the Association: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who

was the Owner of such property at the time when the assessment fell due.

B. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners of Lots within the Development and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and ponds situated within the Development including, but not limited to, the payment of taxes and insurance and repair, replacement, maintenance, and the additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

C. Basis and Amount of Annual Assessments. The original assessment pursuant to the By-Laws of Sugar Bush Farms subdivision shall be in the amount of \$100.00 per each Lot sold by the Developer, its representatives or assigns, by land contract or deed and such assessment shall be the same for each Lot. All such assessments shall be paid to the Treasurer of the Sugar Bush Farms Property Owners Association. From all such assessments, the Association shall pay for the cost of maintenance repair, upkeep, management and operation of the pond systems, or other properties as required in the By-Laws of Sugar Bush Farms Property Owners Association. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from the Developer for any Lots owned by it.

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

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

F. Quorum for Any Action Authorized under Sections D and E. The quorum required for any action authorized by Sections D and E hereof shall be as follows: At the first meeting called as provided in Sections D and E hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting,

another meeting may be called, subject to the notice requirement as set forth in Sections D and E, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Date of Commencement of Annual Assessment. Due Dates.

The initial Annual Assessment, provided for herein, shall commence on the later of the following dates: 1) the first day of the month following conveyance of a Lot to an owner; 2) the first day of the fourth month following completion of construction of a residence on the Lot. The Assessment for each succeeding year shall become due and payable on the first day of April. No adjustments or prorations of assessments shall be made by the Association. For the purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any lot which is subject to these Restrictions. The due date of any special assessment under Section D hereof shall be fixed in the Resolution authorizing such assessment.

H. Duties of the Board of Directors. The management, affairs and policies of the Association shall be vested in its Board of Directors. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least thirty (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificates shall be conclusive evidence of payment of any assessment herein stated to have been paid.

I. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section G hereof), then the assessments and costs of collection thereof as hereinafter provided, shall thereupon become a continuing lien of the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid thirty (30) days after the delinquency date, a penalty fee not to exceed \$10.00 shall be added thereto and from the date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty and the Association may bring an action by law against the Owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment, delinquent fee and interest, the cost of preparing and filing a complaint in such action; and in the event of a judgment, such judgment shall include interest on the total amount as above provided, reasonable attorney's fee, to be fixed by the court, together with all the costs of the action.

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

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

15. No parcel of land shall be re-divided into a smaller parcel.

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

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

18. Hunting and Trapping. Hunting and trapping are prohibited in this Development, except that the Sugar Bush Farms Property Owners Association has exclusive authority to allow trapping in the ponds.

19. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways shall be placed, or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street line. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street's property line with the edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

20. Landscaping. The Lot Owner shall landscape the Lot within sixty (60) days following completion of a house thereon, weather permitting.

21. 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 Development, 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 the 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 Owners or their designated representatives at least twice during each of the months of April through September.

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

23. Basements. Basements may be constructed in the Development but pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required.

24. Driveways. Residential driveways shall be constructed of portland cement concrete or of asphalt paving. Pavement shall be a minimum of four (4) inches thick excluding subbase material.

25. Swimming Pools. No swimming pools, where the water level is either partially or completely above ground level, shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others. Prior to erection, such fence shall be approved by the Committee as required by Section number 11 above.

26. Crawl Spaces and Foundation Drains. No crawl spaces, eaves troughs, gutters, downspouts, or foundation drains shall be constructed so as to discharge water onto a street.

27. Signal Receiver. No signal receiver in the form of a satellite dish or other similar device, shall be permitted closer than fifty (50) feet from the front property line.

28. Sidewalks. Each Lot Owner, by acceptance of a deed for a Lot, even if not expressed in said deed, is deemed to covenant and agree to build and maintain in good condition a concrete walk at the sides of all streets upon which such Lot abuts. All walks shall conform with the specification and development plans for this Development on file in the office of Brownsburg Plan Commission, and shall be completed within sixty (60) days after completion of the house on the Lot, weather permitting.

29. Gazebos. Free standing gazebos are permitted if design and location is approved by the Architectural Committee.

30. Mail Boxes. As long as a mail box is required to be installed at a street location for Postal delivery, said box must be supported and mounted on 4" X 4" wood material, preferably of a treated variety. Any exception, such as a decorative enclosure or support, must be approved in writing by the Architectural Committee.

31. Each Lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the drainageways and sub-surface drains of the drive, with this blanket temporary easement being supplementary to the easements depicted on the plat of Sugar Bush Farms.

32. Enforcement. If the parties hereto, or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any Lot or Lots in this Development to prosecute, by any proceeding at law or equity, the person violating or attempting to violate any such covenant, and either prevent him or them from so doing or to recover damages or other dues for such violation. The successful party to any such action may seek from a court recovery of attorneys fees and costs incurred in such action.

If any Owner of a Lot shall fail to maintain his Lot and/or any improvements situated thereon, or to keep sight distances clear, or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the Committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean, or perform such other acts as may reasonably be necessary to make said lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Committee shall be collected in any reasonable manner from the Owner. Neither the Committee nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the Owner or Owners of the Lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the Committee, such charge has remained due and payable for an unreasonably long period of time, the Committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing, in any court of competent jurisdiction. The Owner of the Lot or Lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the Committee in collecting the same. Every Owner of a Lot in this Development, and any person who may acquire any interest in such Lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a Lot in this Development is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay all fines that shall be made pursuant to this paragraph.

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

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

IN WITNESS WHEREOF, the undersigned, as owner and Developer of the above described real estate, has executed this instrument this 13 day of JUNE, 1989.

Bien, Inc.

by: G. E. Aguirre
G. E. Aguirre, President

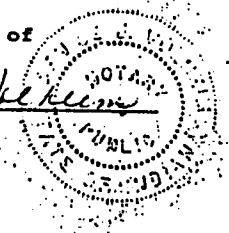
STATE OF INDIANA)
MARION COUNTY) SS:

Before me, a Notary Public in and for said county and State personally appeared G. E. Aguirre, who acknowledged the execution of the foregoing Restrictions of Sugar Bush Farms, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 13th day of June, 1989.

My Commission Expires:
January 8, 1992

Denise J. Theisen
Notary Public



Resident of Marion County.

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

AMENDED AND RESTATED RESTRICTIONS
FOR SECTIONS 3 AND 4 OF SUGAR BUSH FARMS

THIS AMENDMENT AND RESTATEMENT made this 31st day of July, 1992, by C.P. MORGAN COMMUNITIES, L.P., an Indiana limited partnership ("Developer"),

WITNESSETH:

WHEREAS, Developer has acquired from Bien, Inc., an Indiana corporation (the "Prior Developer"), and is now the owner of all of the lands contained in the area shown on Exhibit "A" attached hereto and made a part hereof (such lands hereinafter referred to as the "Real Estate"), which lands have been subdivided for development as Sections 3 and 4 of Sugar Bush Farms, a single family housing development in Hendricks County, Indiana (which, with other lands constituting Sections 1 and 2 of Sugar Bush Farms, is collectively referred to as the "Development"), more particularly described on the plats thereof recorded and to be recorded in the Office of the Recorder of Hendricks County, Indiana (the "Plats"); and

WHEREAS, Prior Developer executed a certain "Restrictions of Sugar Bush Farms" dated June 13, 1989 and recorded July 21, 1989 in Book 118, Page 152, as Instrument No. 1294, in the Office of the Recorder of Hendricks County, Indiana (the "Prior Restrictions"); and

WHEREAS, Developer is about to sell and convey the residential lots situated within the platted areas of the Real Estate and before doing so desires to amend and restate the Prior Restrictions as hereinafter set forth and subject and impose upon the Real Estate mutual and beneficial restrictions, covenants, conditions and charges contained herein and as set forth in the Plats (collectively, the "Declaration" or "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and future owners thereof:

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands constituting a part of the Real Estate, are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to the Restrictions, and shall inure to the benefit of Developer's successors in title to any real estate in the Development. The provisions of this Amendment and Restatement shall not apply to any Lots within the Development which are not included in the Real Estate described in Exhibit "A" absent written consent hereto by the Owner thereof. Developer specifically reserves unto itself the right and privilege to exclude any real

estate from the Development, or to include additional real estate in the Development including real estate adjacent to the Development.

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

A. "Assessment" shall mean the share of the Common Expenses imposed on each Lot or other special assessments, as determined and levied pursuant to the provisions of paragraph 5 hereof.

B. "Association" shall mean the Sugar Bush Farms Property Owners Association, Inc., an Indiana nonprofit corporation, formed by the Prior Developer.

C. "Board" shall mean the Board of Directors of the Association.

D. "Committee" shall mean the Architectural and Environmental Control Committee, composed of three (3) members of the Association appointed by the Board. The members of the Committee shall serve for one (1) year terms, but are subject to removal by the Board at any time with or without cause. Any vacancies on the Committee from time to time existing shall be filled by appointment by the Board. Notwithstanding anything herein to the contrary, Developer shall have the powers and authority of the Committee during the Development Period.

E. "Common Area(s)" shall mean those areas and all improvements located thereon set aside for recreation areas, theme structures or landscaped areas or mounds at street entrances, lights, park areas, street landscaping, the Lakes, as defined herein, and any other areas so designated on the Plats.

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

G. "Development Period" shall mean the period of time during which Developer owns at least one (1) Lot as defined herein.

H. "Lake" or "Lakes" shall mean and refer to the water detention pond(s) or lake(s) and common area portion of the shoreline area as shown on the Plats which serves or shall serve as part of the storm and surface water drainage system serving the Development, as such are or in the future shall be more particularly described on the Plats.

I. "Limited Common Area" may appear upon the Plats designated by block letter and further identified as a "cul-de-loop" which is created for the exclusive use and enjoyment of those particular lots having public street access therefrom. Each such owner shall have an easement for ingress and egress in common with the other adjacent owners to the public street across such area. Such cul-de-loop may further have a landscaped island as may be shown on the Plats therein adjacent to the public right-of-way and such Limited Common Area shall be owned and maintained by equal undivided interests as tenants in common of the lots abutting thereon and using the cul-de-loop as a means of ingress and egress to the public street. Such maintenance and repair shall be undertaken by a determination in writing of a majority of the lot owners having an undivided interest in the Limited Common Area, and upon the failure of any such lot owner to pay his equal contributive share for such maintenance or repair, the remaining lot owners or any one of them may advance the defaulting lot owner's contributive share upon thirty (30) days' written notice and such advancement shall constitute a lien upon the lot of the defaulting lot owner enforceable in the same manner and under the same terms as made and provided under the provisions of the Mechanics Lien Laws of the State of Indiana, Chapter 116 of the Acts of the 1909 Indiana General Assembly as amended to date, I.C. 32-8-3-1 et seq. Any such lien shall be subordinate to the lien of any first mortgage and any first mortgagee taking title to a lot by foreclosure or deed in lieu thereof shall take title free and clear of any such assessments for work performed prior to such mortgagee's taking title.

J. "Lot" or "Lots" shall mean any parcel(s) of real estate, whether residential or otherwise, described by one of the Plats.

K. "Member" shall mean any person or entity holding membership in the Association as provided in this Declaration.

L. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. Organization and Duties of Association

A. Organization of Association. The Association shall be organized as a nonprofit corporation under the laws of the State of Indiana, to be operated in accordance with the Articles of Incorporation which have been filed or will be filed by Developer or the Prior Developer, and the Code of By-Laws of the Association. The membership of the Association shall consist of one class of voting members, with each Member having equal voting rights. In the event that any one Lot shall be owned by more than one person, partnership, trust, corporation, or other entity, they shall be treated collectively as one Member for

voting purposes, so that as to any matter being considered by the Association, only one vote appertains to each Lot. Notwithstanding anything herein to the contrary, during the Development Period, all actions of the Association shall require the prior written approval of the Developer.

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

C. Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, in accordance with paragraph 11 of this Declaration.

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

The Association may maintain a fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible

for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of one (1) years' assessment on all Lots in the Development, plus the Association's reserve funds.

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

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

F. Transfer of Control of the Association. Developer shall transfer control of the Association (subject to its rights under Section 2.A. hereof) as soon as is practical upon the transfer of a number of Lots equal to eighty percent (80%) of the Lots in the Development; provided, however, that Developer may transfer control of the Association at an earlier date in its sole discretion.

G. Interim Advisory Committee. Until such time as Developer shall transfer control of the Association pursuant to paragraph 2.F. hereof, there shall exist an Interim Advisory Committee (the "Committee"). The Committee shall serve as a liaison between the Owners (other than the Developer) and the Association, and advise the Association from time to time during such period. The Committee shall consist of three (3) members, each of whom must be an Owner (other than Developer, or an officer, director or employee of Developer). The members of the Committee shall serve without compensation. The Committee shall

be elected for a term of one (1) year by the Owners (other than Developer) at a meeting thereof called for such purpose. The Owners (other than Developer) may remove any member of the Committee with or without cause, and elect a successor at a meeting thereof called for such purpose.

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

3. Powers of Committee.

A. In General. No dwelling, building structure, fencing, exterior painting (excluding repainting in the same color) or exterior improvement of any type or kind (excluding landscaping) shall be constructed or placed on any Lot without the prior written approval of the Committee. Such approval shall be obtained only after written application requesting authorization has been made to the Committee by the Owner of the Lot. Such written application shall be in the manner and form prescribed from time to time by the Committee, and the Committee may require a set of plans and specifications for any such proposed construction or improvement. The Committee may require that such plans include plot plans showing the location of all improvements existing upon the Lot and the location of the improvements proposed to be constructed or placed upon the Lot, each properly and clearly designated. The Committee may also require that such plans and specifications set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. Notwithstanding anything herein to the contrary, approval of the Committee will not be required for improvements, fencing or structures placed on a Lot by the Developer.

B. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

- (1) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvements to be in violation of these Restrictions;

(2) The design, proposed material or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures, including trim, siding, roof and brick colors, or with the Development in general;

(3) The proposed improvement or any part thereof would architecturally, in the reasonable judgment of the Committee, be contrary to the interests, welfare or rights of all or any other Owners.

C. Duties of Committee. The Committee shall approve or disapprove proposed improvements within fifteen (15) days after all required information shall have been received. A copy of submitted materials shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons therefor. The Committee shall further affix its signature of approval upon two (2) site plans for purposes of obtaining an Improvement Location Permit, or similar permit, from the Permits Section of the Department of Metropolitan Development, or other applicable governmental authority, if such are required.

D. Liability of Committee. Neither the Committee nor any agent or member thereof, nor Developer during the Development Period or thereafter, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

E. Inspection. The Committee or its designated agent may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

F. Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever two or more contiguous Lots shall be owned by the same Owner, and such Owner shall desire to use two or more of said Lots as a site for a single dwelling, he 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 shall be treated as a single Lot for the purpose of determining the Assessment and for applying these Restrictions to said Lots, so long as such Lots remain improved with one single dwelling.

4. Remedies.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, any Owner, the Association, or any applicable governmental authority, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but

Developer or the Association shall not be liable for damages of any kind to any person for failing either to enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

5. Covenants for Maintenance Assessments

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

(a) A Pro-rata Share (as hereinafter defined) of the annual Assessment fixed, established, and determined from time to time, as hereinafter provided, subject to Paragraph 5D.

(b) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided, subject to Paragraph 5E.

The Developer hereby covenants and agrees to pay to the Association during the Development Period an amount equal to the difference, if any, between the expenditures of the Association made pursuant to this Section 5.A and the aggregate amount of the annual Assessments collected by the Association.

B. Liability for Assessment. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot other than Lots owned by the Developer and shall constitute a lien from and after the due date thereof in favor of the Association upon each such Lot. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the

Owner of each such Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

C. Pro-rata Share. The Pro-rata Share of each Owner for purposes of this paragraph 5 shall be the percentage obtained by dividing one by the total number of Lots shown on the Plats of the Development ("Pro-rata Share"), except, as provided in Paragraph 3F herein.

D. Basis of Annual Assessments. Subject to the limitations described in this subparagraph D, the Board shall establish an annual budget prior to the beginning of each fiscal year, setting forth estimates of all Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be mailed or delivered to each Owner prior to the beginning of each fiscal year of the Association. The original annual assessment shall be \$100.00 per Lot. The Association may change this amount prospectively provided that any such change shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for such purpose. Written notice of such a meeting shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

E. Basis of Special Assessments. Should the Board at any time during the fiscal year determine that the Assessment levied with respect to such year are insufficient to pay the Common Expenses for such year, the Board may, at any time, and from time to time levy such special Assessments as it may deem necessary for meeting the Common Expenses. In addition, the Board shall have the right to levy at any time, and from time to time, one or more special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Common Expense not provided for by the annual Assessments. Notwithstanding anything in this subparagraph E to the contrary, such special Assessments shall have the assent of two-thirds (2/3) of the voting members who are voting in person or by proxy at a meeting duly called for such purpose. Written notice of such a meeting shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

F. Quorum for Action Authorized Under Subparagraphs D and E. The quorum required for any action authorized by subparagraphs D and E of this Paragraph 5 shall be as follows:

At the first meeting called as provided in such subparagraphs, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in such subparagraphs, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. At the election of the Developer, the annual Assessments of each Lot in each section of the Development shall commence on the first day of the second month following the month in which Developer first conveys ownership of any Lot in such section to an Owner. The first annual Assessment within each section of the Development shall be made for the balance of the Association's fiscal year in which such Assessment is made and shall become due and payable commencing on any date fixed by the Association. The annual Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such Assessments in installments.

H. Duties of the Association.

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

(ii) The Association shall promptly furnish to any Owner or any mortgagee of any Owner upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to such requesting Owner's or mortgagee's Lot. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(iii) The Association shall notify any mortgagee from which it has received a request for notice of any default in the performance by any owner of any obligation under the By-laws or this Declaration which is not cured within sixty (60) days.

I. Non-payment of Assessments; Remedies of Association.

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

(ii) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, a penalty fee not to exceed \$10.00 shall be added thereto and from such date interest at the rate of eighteen percent (18%) per annum may be added to the delinquent balance and penalty, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

J. Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall

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

6. Effect of Becoming an Owner. The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the new Owner acknowledges the rights and powers of Developer with respect to these Restrictions and also for themselves, their heirs, personal representatives, successors and assigns. Such Owners covenant and agree and consent to and with Developer and to and with the Owners and subsequent owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

7. Control of the Lakes and Common Areas.

A. Control by the Board. The Board shall regulate the Lakes and Common Areas and shall provide for the maintenance thereof in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures in the vicinity thereof and the natural or other vegetation and topography of the Lakes and Common Areas.

B. Conditions. No improvements, excavation, changes in grade or other work shall be done upon the Lakes or Common Areas by any Owner, nor shall the Lakes or Common Areas be changed by any Owner from its natural or improved existing state, without the prior written approval of the Board.

8. Restrictions, Covenants and Regulations.

A. Restrictions on Use. The following covenants and restrictions on the use and enjoyment of the Lots, the Lakes, and the Common Areas shall be in addition to any other covenants or restrictions contained herein or in the Plats and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any of such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof,

but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

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

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

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

(d) No Owner shall be allowed to plant trees, landscape or do any gardening in any part of the Lakes or the Common Areas, except with express permission from the Board.

(e) The Lakes and the Common Areas shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. Without limiting the generality of the foregoing, the Lakes are and will be an integral part of the storm water drainage system serving the Development, and are intended to be used for such purpose and primarily as a visual and aesthetic amenity and not as a recreational amenity. Accordingly, no use shall be made of the Lakes which in any way interferes with their proper functioning as part of such storm water drainage system. No boating, swimming, diving, skiing, ice skating or other recreational activity shall be permitted in or on the Lakes. No sewage, garbage, refuse, or other solid, liquid, gaseous or other materials or items (other than storm and surface water drainage) shall be put into the Lakes, except the Association may take steps to clear and purify the waters thereof by the addition of chemicals or other substances commonly used for such purposes or by providing therein structures and equipment to aerate the same. Fishing from the shoreline area of the Lakes by an Owner, his occupants, his invited guests and family, shall be permitted subject to rules determined by the

Association and obedience and compliance with all applicable fishing and game laws, ordinances, rules and regulations. No piers, docks, retaining walls, rafts or other improvements shall be built, constructed or located on any Lot or on the Properties, except by Developer and/or the Association, which extend into, or to within twenty-five (25) feet from the shoreline of the Lakes.

B. Non-applicability to Association. Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth in subparagraph A of this paragraph 8 shall not apply to or be binding upon the Association in its management, administration, operation, maintenance, repair, replacement and upkeep of the Lakes and Common Areas to the extent the application thereof could or might hinder, delay or otherwise adversely affect the Association in the performance of its duties, obligations and responsibilities as to the Lakes and Common Areas.

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

A. Land Use. Lots shall be used only for 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 acquired adjoining Lots for the purpose of building one dwelling across the common lot line, in addition to the requirements of Section 3.F hereof, any side lot line set back restrictions or regulations shall not apply to said common lot line. Lot lines coinciding with sanitary sewer easements, drainage easements, and utility easements may not be built across.

B. Dwelling Size. No dwelling shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family residence not to exceed three stories in height. Dwellings on all Lots shall have, at a minimum, attached two-car

garages. The floor area of the main structure of any dwelling, excluding garages and porches, shall be not less than 1200 square feet.

C. Building Lines. Front building lines are established as shown on the Plats between which lines and the property lines or the street, no structure shall be erected or maintained. Side building lines are established as shown on the Plats or by the town of Brownsburg as the case may be, between which lines and the property lines or the street, no structure shall be erected or maintained.

D. Animals. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any Lot in the Development. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in the Development; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Development.

E. Vehicle Parking. No camper, motor home, inoperative vehicle, truck, trailer, boat or recreational vehicle of any kind may be stored in open view on any Lot in the Development for more than twenty-four hours.

F. Waste Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. All rubbish, garbage or other waste shall be regularly removed from a Lot and shall not be allowed to accumulate thereon.

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

H. Sewage Disposal and Water Supply. No private or semi-private water supply may be located upon any Lot in the Development which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or other similar method of sewage disposal shall be located or constructed on any Lot.

I. Antennas. No antennas shall be allowed to extend higher than five (5) feet above the roofline on the exterior of homes in the Development.

J. Fencing. All fencing, except those installed by Developer, shall be subject to approval by the Committee pursuant to Section 3 hereof.

All metal fencing used in the Development where permitted, must have a factory finish of either brown or black vinyl. No fence shall be higher than six (6) feet. No fencing shall extend forward of a point which is ten (10) feet behind the furthest back front corner of the residence on a Lot.

K. Solar Heat Panels. No solar panels shall be permitted on roofs of any structures in the Development. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots and the streets.

L. Division of Land. No Lot shall be re-divided into a smaller parcel.

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

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

O. Hunting and Trapping. Hunting and trapping are prohibited in this Development, except that the Association has exclusive authority to allow trapping in the Lakes.

P. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways shall be placed, or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street line. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street's property line with the 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.

Q. Landscaping. Each Owner shall landscape his respective Lot within sixty (60) days following completion of a house thereon, weather permitting.

R. Maintenance of Lots and Improvements. Each Owner shall at all times maintain his respective 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 Development, 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 the 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 Owners or their designated representatives at least twice during each of the months of April through September.

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

T. Basements. Basements may be constructed in the Development but pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required.

U. Driveways. Residential driveways shall be constructed of concrete or of asphalt paving.

V. Swimming Pools. No swimming pools, where the water level is either partially or completely above ground level, shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others. Prior to erection, such fence and pool shall be approved by the Committee pursuant to Section 3 hereof.

W. Crawl Spaces and Foundation Drains. No crawl spaces, eaves troughs, gutters, downspouts, or foundation drains shall be constructed so as to discharge water onto a street.

X. Signal Receiver. No signal receiver in the form of a satellite dish or other similar device shall be permitted closer than fifty (50) feet from the front property line.

Y. Walks. Each Owner, by acceptance of a deed for a Lot, even if not expressed in said deed, is deemed to covenant and agree to build and maintain in good condition a concrete walk at

the sides of all streets upon which his respective Lot abuts. All walks shall conform with the specification and development plans for this Development on file in the office of Brownsburg Plan Commission, and shall be completed within sixty (60) days after completion of the house on the Lot, weather permitting.

Z. Gazebos. Free standing gazebos are permitted if design and location is approved by the Committee pursuant to Section 3 hereof.

AA. Storage Sheds and Mini-barns. No detached storage sheds or mini-barns shall be installed or permitted within the Development.

BB. Mail Boxes. As long as a mail box is required to be installed at a street location for Postal delivery, said box must be supported and mounted on a 4" X 4" wood material, preferably of a treated variety. Any exception, such as a decorative enclosure or support, must be approved by the Committee pursuant to Section 3 hereof. The mail boxes initially installed by the Developer shall include a newspaper holder/box. No additional newspaper boxes or attachments may be added or made to the mail box structure.

CC. Blanket Temporary Easement. Each Lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the drainageways and sub-surface drains of the drive, with this blanket temporary easement being supplementary to the easements depicted on the Plats.

DD. Pedestrian Walkway Easement. Lot No. 134 in Section 4 of the Development includes a ten (10) foot Pedestrian Walkway Easement, as reflected on the Plat. This easement is hereby reserved for the non-exclusive use and enjoyment of the Owners for access to the Brownsburg School community recreation facility. No improvements may be constructed within this easement except by the Developer or the Association. Any such improvements shall be maintained by the Association.

10. Duration. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years commencing on the date this Declaration is recorded, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Changes or amendments in these covenants, conditions and restrictions may be made by Owners in accordance with paragraph 11 hereof.

11. Amendment of Declaration.

A. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

(ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

(iii) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws of the Association.

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; provided, however, that during the Development Period, any amendment to this Declaration shall require the prior written approval of Developer. In the event any Lot is subject to a first mortgage, the mortgagee thereunder shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the mortgagee has given prior written notice of its mortgage interest to the Association.

(v) Special Amendments. No amendment to this Declaration shall be adopted which changes the applicable share of an Owner's liability for assessments, or the method of determining the same, without, in each and any of such circumstances, the unanimous approval of all Owners and all mortgagees whose mortgage interests have been made known to the Association.

(vi) Recording. Each amendment to this Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Hendricks County, Indiana, and such amendment shall not become effective until so recorded.

B. Amendments by Developer Alone. Notwithstanding the foregoing or anything elsewhere contained herein, the Developer shall have and hereby reserves the right and power acting alone, and without the consent or approval of any other of the Owners, the Association, the Board of Directors, any mortgagees or any other person, except as provided below, to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with 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, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots, (c) to bring this Declaration into compliance with any statutory requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) functions similar to those performed by such agencies or entities, (e) to annex additional real estate to the Development, or (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by, and granted by each Owner to the Developer to vote in favor of, make, or consent to any amendments described in this subparagraph B on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to vote in favor of, make, execute and record any such amendments. The right of the Developer to act pursuant to rights reserved or granted under this subparagraph B shall terminate upon the completion of the Development Period.

12. HUD/VA Approval. During the Development Period, the following actions will require the prior approval of the Department of Housing and Urban Development or the Department of Veterans Affairs: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

13. Severability. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN WITNESS WHEREOF, the Developer has caused this Amendment and Restatement to be executed this 31st day of July, 1992.

C. P. MORGAN COMMUNITIES, L.P.
By: C. P. MORGAN INVESTMENT CO., INC.,
an Indiana corporation, its general partner

By: Mark W. Boyce
Mark W. Boyce, Vice-President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Mark W. Boyce, Vice-President of C. P. Morgan Investment Co., Inc., the general partner of C. P. Morgan Communities, L.P., who acknowledged the execution of the foregoing First Amendment to Restrictions of Sugar Bush Farms on behalf of such partnership, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 31st day of July, 1992.

Maureen M. Owens
(MAY 9 M. OWENS) Notary Public

My Commission Expires:
March 5, 1994

My County of Residence is:
Maurens

This Instrument was prepared by Lewis E. Willis, Jr., Attorney at Law, Stark Doninger & Smith, 50 South Meridian Street, Suite 700, Indianapolis, Indiana 40204.

X:G11\2689A.bem

SUGAR BUSH FARMS
SECTIONS 3 & 4
LAND DESCRIPTION

A part of the Southwest Quarter of Section 14, Township 16 North, Range 1 East, situated in Lincoln Township, Hendricks County, Indiana, and being more particularly described as follows:

Commencing at the Southeast Corner of said Quarter Section; thence North 00 degrees 13' 30" West on and along the East line of said Quarter Section 438.58 feet to the point of beginning of this description, thence South 89 degrees 46' 30" West 195.00 feet; thence South 00 degrees 13' 30" East parallel with said East line 6.90 feet; thence South 89 degrees 46' 30" West 144.39 feet; thence South 08 degrees 32' 04" West 15.45 feet; thence North 76 degrees 39' 40" West 169.27 feet; thence North 54 degrees 43' 39" West 439.53 feet; thence North 77 degrees 19' 11" West 76.84 feet; thence North 12 degrees 40' 49" East 150.45 feet; thence South 77 degrees 19' 11" East 52.57 feet; thence North 12 degrees 40' 49" East 50.00 feet; thence North 21 degrees 48' 08" East 151.92 feet; thence South 62 degrees 18' 34" East 206.17 feet; thence North 49 degrees 46' 30" East 175.00 feet; thence South 40 degrees 13' 30" East 70.33 feet; thence North 49 degrees 46' 30" East 129.58 feet; thence North 40 degrees 13' 30" West 249.12 feet; thence North 49 degrees 49' 21" East 120.42 feet; thence North 40 degrees 13' 30" West 31.08 feet; thence North 41 degrees 45' 30" East 264.96 feet; thence North 74 degrees 45' 30" East 244.24 feet to a point on the East line of said Southwest quarter section; thence South 00 degrees 13' 30" East on and along said East line 1,211.97 feet to the point of beginning and containing 15.48 acres, more or less, subject to all highways, rights of way and easements.

ENTERED FOR RECORD

BOOK 132 AUG 04 1992 AM 8:00
J. Bradley
HENDRICKS COUNTY RECORDER

EXHIBIT "A"