

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
THE PASSAGE**

This Declaration is made this 6th day of Feb, 2007, by The Passage, LLC, an Indiana Limited Liability Company (Declarant).

Instrument Book Page Type
200300006606 0 0 PLAT

PC5/58/2AB

RECITALS

- I. Declarant is the owner of certain real estate located in Hendricks County, Indiana, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the Real Estate);
2. Declarant desires and intends to create on the Real Estate and any additional real estate subjected to these Restrictions a residential community, to be known as the 'The Passage' as shown on a plat recorded in the Recorders Office of Hendricks County;
3. Declarant desires to provide for the preservation and enhancement of the values in The Passage and the common facilities therein contained, and, to this end, Declarant desires to subject the Real Estate to certain rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the Real Estate and each owner of all or part thereof;
4. Declarant deems it desirable, for the efficient preservation of the values in said community, to create an agency to which shall be delegated and assigned the powers of maintaining and administering the exterior of the homes, drives, landscaping and any common facilities located on the Real Estate, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, and promoting the health, safety and welfare of the owners of the Real Estate, and all parts thereof; and
5. Declarant will cause to be incorporated under the laws of the State of Indiana a nonprofit corporation under the name of The Passage Homeowners Association, Inc., or similar name, as such agency for the purpose of exercising such functions;

2

DECLARATIONS

NOW, THEREFORE, Declarant hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and of each of the lots and homes to be situated therein. Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by Developer of a particular lot or tract within The Passage to exclude any real estate as shown, from The Passage, or to include additional real estate.

ARTICLE I **Definitions**

Section 1. The following words and terms, when used herein or in any supplement or amendment hereto, unless the context clearly requires otherwise, shall have the following meanings:

- (a) Act shall mean and refer to the Indiana Nonprofit Corporation Act of 1991 as amended;
- (h) Applicable Date shall mean and refer to the date determined pursuant to Article IV, Section 2(b) of this Declaration;
- (c) Association shall mean and refer to The Passage Homeowners Association, Inc., an Indiana nonprofit corporation which Declarant shall cause to be incorporated under such name or a similar name, its successors and assigns;
- (d) Architectural Review Board shall mean and refer to that committee or entity established pursuant to Article VIII, Section 1 of this Declaration for the purposes herein stated;
- (e) Articles shall mean and refer to the Articles of Incorporation of Association, as the same may be amended from time to time;
- (f) Board or Board of Directors shall mean and refer to the governing body of Association elected, selected or appointed as provided for in the Articles, By-Laws and this Declaration;

- (g) By-Laws shall mean and refer to the Code of By-Laws of Association, as the same may be amended from time to time;
- (h) Common Expenses shall mean and refer to expenses of administration of Association, and expenses for the upkeep, maintenance, repair and replacement of the Common Properties, all sums lawfully assessed against the Owners by Association, and all sums, costs and expenses declared by this Declaration to be Common Expenses;
- (i) "Common Properties" shall mean and refer to (i) all portions of the Real Estate shown on any recorded plat of the Real Estate which are not Lots, (ii) to the extent herein established, such portions of the Real Estate as are herein declared to be Common Properties even though located on or constituting part of one or more lots, including but not limited to easements, (iii) to the extent herein established, such improvements located, installed or established in, to, on, under, across or through the Real Estate as are herein declared to be Common Properties whether located, installed or established entirely or partially on Lots or portions of the Real Estate which are not Lots, or both; and (iv) items deemed Common Properties for purposes of maintenance;
- (j) Declarant shall mean and refer to The Passage, LLC and any successors or assigns whom it designates in one or more written recorded instruments to have the rights of Declarant hereunder, including, but not limited to any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant;
- (k) Lot shall mean and refer to any and each portion of the Real Estate (excluding any part of the Common Properties) designed and intended for use as a building site for, or developed and improved for use as, a home, as designed by Declarant by its deed of the same to another Person;
- (l) Mortgagee shall mean and refer to the holder of a recorded first mortgage lien on a Lot; .
- (m) Home shall mean and refer to any building, structure or portion thereof situated on the Real Estate designed and intended for use and occupancy as a single family dwelling;
- (n) Owner shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot, but in any event shall not include or mean to refer to a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any Lot, but upon so acquiring title to any Lot a mortgagee or tenant shall be an Owner;

- ✓
- (o) Person shall mean and refer to an individual, firm, corporation, partnership, association, trust or other legal entity, or combination thereof;
 - (p) Plat shall mean and refer to the plat or plats of the Real Estate (and any additional real estate annexed to the Real Estate) recorded in the Office of the Recorder of Hendricks County, Indiana, as the same may be hereafter amended or supplemented;
 - (q) Real Estate shall mean and refer to the parcel of real estate in Hendricks County, Indiana, described in the first recital clause of this Declaration, and defined therein as the Real Estate or to any parcel of real estate which may become subject to this Declaration by annexation; and
 - (r) Restrictions shall mean and refer to the agreements, covenants, conditions, restrictions, easements, assessments, charges, liens and all other provision set forth in this Declaration, as the same may be amended from time to time;
 - (s) Expansion Real Estate shall mean the real estate described on Exhibit B attached hereto and hereby incorporated herein by this reference.

Section 2. Other terms and words defined elsewhere in this Declaration shall have the meanings herein attributed to them.

ARTICLE II Declaration; Common Properties and Rights Therein; Easements

Section 1. Declaration. Declarant hereby expressly declares that the Real Estate shall be held, transferred, and occupied subject to the Restrictions. Subsequent owners or contract purchasers of any Lot (i) by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall accept such deed or execute such contract subject to each Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Owner or contract purchaser acknowledges the rights and powers of Declarant and of Association with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors, and assigns, covenants, agrees and consents to and with Declarant, Association, and the Owners and subsequent Owner of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreement.

Section 2. Easement to Owner. Declarant hereby grants a non-exclusive easement in favor of each Owner for the use, enjoyment and benefit of the Common Properties, subject to all of the Restrictions of this Declaration, and such easement shall be an easement running with and appurtenant to each Lot.

Section 3. Easement to Association. Declarant hereby grants a non-exclusive easement in favor of Association for the maintenance of the Common Properties (including items deemed Common Properties for maintenance, including but not limited to Home exteriors, lawns, and drives. Such easement shall permit Association or its agents to enter onto any Lot to make emergency repairs or to do other work reasonably necessary for the property maintenance or operation of the development. Maintenance shall include routine maintenance of exteriors of the Homes, snow removal from drives, utilities which serve more than one Home and utilities owned utilized by Association.

Section 4. Utility and Ingress Egress Easement. There is hereby created a reciprocal perpetual, non-exclusive easement appurtenant for the purpose of installing, operating, maintaining, repairing, using, replacing and renewing any and all utility lines and related facilities, including surface drainage rights, over, above, along, under, in and across each of said Lots, wherever said utility lines may be located, as shown on the plat of The Passage. No trees, permanent buildings or other structures shall be placed in or allowed to encroach on the easements for utilities and no change of grade elevation or excavation shall be made thereon, without prior written approval of the Owner of the Lot on which such change of grade elevation or excavation is proposed to be made and the prior written approval of all other Owners of the Lots who will be affected by such change.

**ARTICLE III
Obligations of Declarant
as to Common Properties; Dedication**

Section 1. Agreement to Construct Other Properties.

Declarant has constructed or provided for, or will construct or provide for the following items:

- (a) installation of utility equipment, facilities and systems to serve The Passage;
and
- (b) construction of roads, which are intended to be dedicated roads, to provide access to The Passage off of Stanley Road.

Upon final construction or provision of the Common Properties described in this Section 1, and prior to the closing of the first sale of a Lot subject to this Declaration, Declarant covenants to convey all of its right, title and interest in and to such Common Properties to Association and all such right, title and interest in and to such items (whether owned in fee, by leasehold or in the nature of an easement or license) shall then be the property of Association, whether or not the same may be located entirely or partially on any one or more of the Lots. As to any of such items constituting the Common Properties located entirely or partially on any one or more of the Lots, the Owners of such Lots shall have only non-exclusive easement rights therein, as described in Article II, Section 2 of this Declaration.

2

ARTICLE IV

Association; Membership; Voting; Functions

Section 1. Membership in Association. Declarant and each Owner of a Lot shall, automatically upon becoming an Owner, be and become a member of Association and shall remain a member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and will be transferred to the new Owner of his Lot; provided, however, that any Person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and member of Association.

Section 2. Voting Rights. Association shall have two (2) classes of membership, with the following voting rights:

- (a) Class A. Class A members shall be all Owners except Class B members. Each Class A member shall be entitled to one (1) vote for each Lot of which such member is the Owner with respect to each matter submitted to a vote of members upon which the Class A members are entitled to vote. When more than (1) Person constitutes the Owner of a particular Lot, all such persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.
- (b) Class B. Class B members shall be Declarant and all successors and assigns of Declarant designated by Declarant as Class B members in a written notice mailed or delivered to the resident agent of Association. Each Class B member shall be entitled to three (3) votes for each Lot of which it is the Owner on all matters requiring a vote of the members of Association. The Class B membership shall cease and terminate upon the first to occur of (i) Declarant no longer owns any Lots in the Development or (ii) December 31, 2003 (Applicable Date).

Section 3. Functions. Association has been formed for the purpose of providing for the routine maintenance and repair of the exterior of the Homes, landscaping, and lawns, driveway snow removal, ownership of Common Properties, to pay taxes assessed against and payable with respect to the Common Properties, to pay any other necessary expenses and costs in connection with the Common Properties, and to perform such other functions as may be designated for it to perform under this Declaration.

ARTICLE V
Board of Directors

Section 1. Management. The business and affairs of Association shall be governed and managed by Board. No person shall be eligible to serve as a member of Board unless he is, or is deemed in accordance with this Declaration to be, an Owner, or a person appointed by Declarant as provided in Section 2 of this Article V.

Section 2. Initial Board of Directors. The initial Board of Directors shall be composed of the persons designed in the Articles, (Initial Board), all of whom have been or shall be appointed by Declarant. Notwithstanding anything to the contrary contained in, or any other provisions of, this Declaration, the Articles, the By-Laws or the Act (a) the Initial Board shall hold office until the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever, prior to the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the Initial Board. Each person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Declarant to fill a vacancy, shall be deemed a member of Association and an Owner solely for the purpose of qualifying to act as member of Board and for no other purpose. No such Person serving on the Initial Board shall be deemed or considered a member of Association nor an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a member of Association).

Section 3. Additional Qualifications. Where an Owner consists of more than one Person or is a partnership, corporation, trust or other legal entity, then one of the Persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on Board, except that no single Lot may be represented on Board by more than one Person at a time.

Section 4. Term of Office and Vacancy. Subject to Section 2 of this Article V, the Board shall be elected at each annual meeting of Association. The initial Board shall be deemed to be elected and at each annual meeting until the Applicable Date provided herein. A Director shall be elected for a term of three (3) years. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of Section 2 of this Article V as to the Initial Board, any vacancy or vacancies occurring in Board shall be filled by a vote of a majority of the remaining members of Board or by vote of the Owners if a Director is removed in accordance with Section 5 of this Article V. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

Section 5. Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a

special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. If no eligible Owner is available, the Directors may choose to operate as a Board despite the vacancy, until a new Owner becomes eligible. A Director so elected shall serve until the next annual meeting of the Owners and until his successor is duly elected and qualified.

Section 6. Duties of the Board of Directors. Board shall be the governing body of Association representing all of the Owners and being responsible for the functions and duties of Association, including but not limited to, providing for the administration of the Real Estate, the management, routine maintenance, repair and upkeep of the exterior of the Homes, landscaping, snow removal from drives, and Common Properties (unless the same are otherwise the responsibility or duty of Owners), and the collection and disbursement of the Common Expenses. After the Applicable Date, Board may, on behalf of Association, employ a reputable property management agent (Managing Agent) upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist Board in carrying out its duties, which include, but are not limited to:

- (a) maintenance and repair and upkeep of the Common Properties (or items deemed Common Properties for purposes of maintenance);
- (b) maintenance of utilities located outside the Homes used in connection with the Lot and Homes;
- (c) snow removal;
- (d) assessment and collection from the Owners of the Owner's respective share of the Common Expenses;
- (e) preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (f) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;
- (g) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Properties and items deemed Common Properties for maintenance only and the business and affairs of Association, specifying and

itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours;

- (h) procuring and maintaining for the benefit of Association and Board the insurance coverage required under this Declaration and such other insurance coverage as Board, in its sole discretion, may deem necessary or advisable;
- (i) paying taxes assessed against and payable with respect to the Common Properties and paying any other necessary expenses and costs in connection with the Common Properties;
- (j) making available to Owners and Mortgagees, and to holders, insurers or guarantors of any first mortgage, current copies of this Declaration, the By-Laws or other rules concerning the development and the books, records and financial statements of Association. Available means available for inspection, upon request, during normal business hours or under other reasonable circumstances; and
- (k) making available to any Mortgagee or any holder, insurer or guarantor or a first mortgage, upon request, a copy of Association's financial statement for the immediately preceding fiscal year free of charge to the party making such request.

Section 7. Powers of the Board of Directors. Board shall have such powers as are reasonable and necessary to accomplish the performance of its duties. These powers include, but are not limited to, the power:

- (a) to employ a Managing Agent to assist Board in performing its duties; provided that no employment agreement with Declarant (or any entity affiliated with Declarant) as Managing Agent for any other service shall be for more than three (3) years after the Applicable Date and further provided that after the Applicable Date any such agreement shall be subject to termination upon ninety (90) days written notice to the other party;
- (b) to purchase, lease or otherwise obtain for Association, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgement of Board;
- (c) to employ legal counsel, architects, contractors, accountants and others as in the judgment of Board may be necessary or desirable in connection with the business and affairs of Association;

- (d) to employ, designate, discharge and remove such personnel as in the judgment of Board may be necessary for the maintenance, upkeep and repair of the Common Properties and items deemed Common Properties for maintenance purposes only;
- (e) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;
- (f) to open and maintain a bank account or accounts in the name of Association; and
- (g) to promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation and enjoyment of the Real Estate and the Common Properties (in addition to those set forth in this Declaration) as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by Board shall be promptly delivered to all Owners.

Section 8. Limitation on Board Action. Board's powers are subject to the following limitations.

- (a) After the Applicable date, the authority of Board to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 without obtaining the prior approval of a majority of the Owners, except that in the following cases such approval shall not be necessary:
 - (i) contracts for replacing or restoring portions of the Common Properties or items deemed Common Properties for maintenance purposes only damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
 - (ii) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and
 - (iii) expenditures necessary to deal with emergency conditions in which Board reasonably believes there is insufficient time to call a meeting of the Owners.
- (b) Board shall not, without the prior written approval of at least seventy-five percent (75%) of the Owners (other than Declarant):

- (i) by act or omission abandon, partition, subdivide, encumber, sell or transfer the Common Properties owned by Association (provided, the granting of easement for utilities or for public purposes shall not be deemed a transfer within the meaning of this clause);
- (ii) by act or omission change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of the homes, the exterior routine maintenance of the Homes, the snow removal of drives, or the upkeep of landscaping and lawns; and
- (iii) use hazard insurance proceeds for losses to any of the Home and Common Properties for other than the repair, replacement or reconstruction of the exterior of the Home and Common Properties.

Section 9. Compensation. No director shall receive any compensation for his services as such - except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if one is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 10. Non-Liability of Directors. Directors shall not be liable to the Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors. Association shall indemnify, including attorneys' fees, and hold harmless and defend each Director against any and all liability to any person, firm or corporation arising out of contracts made by Board on behalf of Association, unless any such contract shall have been made in bad faith. Directors shall not have personal liability with respect to any contract made by them on behalf of Association.

Section 11. Additional Indemnity of Directors. Association shall indemnify, hold harmless and defend any Person, his heirs, assigns and legal representatives, made a part to any action, suit or proceeding by reason of the fact that such person is or was a Director of Association, against the expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal thereof, except as otherwise specifically provided herein. Association shall also reimburse any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered guilty of or liable for negligence or misconduct in the performance of its duties where, acting in good faith, such Director relied on the books and records of Association or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by Association to render advice or service; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of Board.

Section 12. Bond. Board shall provide surety bonds and shall require the Managing Agent (if any), the treasurer of Association, and such other officers as Board deems necessary, to provide surety bonds, indemnifying Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by Board and any such bond shall specifically include projections for any insurance proceeds received for any reason by Board. The expense of any such bonds shall be a Common Expense. The amount of the bonds shall be based upon the judgment of Board and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of Association or its management agent at any given time during the term of the bond. In no event shall the aggregate amount of such bonds be less than a sum equal to three (3) months aggregate assessments on all Lots plus reserve funds.

Section 13. Initial Management. The Initial Board has or will enter into a management agreement with Declarant (or with an entity affiliated with Declarant) for a term which will expire not later than the Applicable Date under which Declarant (or an affiliate of Declarant, as appropriate) will provide supervision, fiscal and general management and maintenance of the Common Properties and items deemed Common Properties for maintenance purposes only and, in general, perform all of the duties and obligations of Association. (Management Agent) Notwithstanding anything to the contrary contained in this Declaration, so long as such Management Agreement remains in effect, Declarant (or its affiliate) shall have, and Declarant hereby reserves to itself or its affiliate, the exclusive right to manage the Real Estate and Common Properties and to perform all the functions of Association.

**ARTICLE VI
Real Estate Taxes; Utilities**

Section 1. Real Estate Taxes. Real estate taxes on each Lot and Home shall be paid by the Owner thereof. Any real estate taxes or other assessments against the Common Properties shall be paid by Association and treated as a Common Expense.

Section 2. Utilities. Each Owner shall pay for its own utilities which, to the extent possible, shall be separately metered to each Home. Utilities which are not separately metered to an Home 511311 be treated as and paid as part of the Common Expense, unless otherwise determined by Association.

**ARTICLE VII
Maintenance, Repairs and Replacements**

Section 1. By Owners. Except as provided in Section 2(b) of this Article, each Owner shall, at its expense, be responsible for, and shall promptly perform as the need therefor arises, all maintenance, repairs, decoration and replacement of the interior its own Home. In addition, each Owner shall furnish and

be responsible for the maintenance of all portions of its Lot, except (1) for such portions thereof as may, in accordance with the terms of this Declaration, be designated as a part of the Common Properties for purposes for maintenance only and (2) lawn maintenance as provided in Section 2 below. All fixtures and equipment installed within or as part of a 1-lot, commencing at the points where the utility lines, pipes, wires, conduits or systems enter Lot upon which such Home is located, shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his Home which, if neglected, might adversely affect any other Home, the Real Estate, or any part of the Common Properties. Such maintenance and repairs include but are not limited to internal water lines, plumbing, electric lines, gas lines, appliances, and all other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to its Home or Lot. Replacing or restoring portions of the Homes damaged or destroyed by fire or other casualty. Each Owner shall be responsible for watering grass and landscaping on his Lot at Owners expense.

Section 2. Common Properties and Exteriors of Homes, Landscaping, Lawns, and Drives.

- (a) Maintenance and repairs and upkeep of the Common Properties shall be furnished by Association, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses.
- (b) In addition to maintenance of Common Properties, Association, as part of its duties, and as part of the Common Expenses, shall provide for:
 - (i) routine maintenance, and repairs of the exteriors of each Home, including, but not limited to, roofs, gutters, doors, windows (excluding glass which shall be considered a part of interior maintenance) and exterior walls shall be considered part of the Common Properties for purposes of maintenance only; and
 - (ii) routine maintenance of landscaping and lawns, (but not to include watering), snow removal from drives, which shall be considered part of the Common Properties for purposes of maintenance only. Maintenance of lawns shall include but shall not be limited to fertilizing, mowing and replanting when necessary of the grass; and the care, fertilizing, trimming, removal and replacement of trees planted by Declarant. Maintenance shall not include watering. It shall not include the care and maintenance of shrubs, trees which were not planted by Declarant, or flowers on any Lot. Notwithstanding anything to the contrary herein association is not responsible for replacing or restoring portions of any Home or Lot damaged or destroyed by fire or other casualty.

Board may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Properties (or items deemed Common Properties for purposes of maintenance only) as it deems necessary.

- (c) Notwithstanding any obligation or duty of Association to repair or maintain any of the Common Properties (or items deemed Common Properties for purposes of maintenance), if, due to the willful, intentional or negligent acts or omissions of invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Properties (or items deemed Common Properties as such for purposes of maintenance), or if maintenance or repairs shall be required thereby which would otherwise be at the Common Expense, than such Owner shall pay for such damage and such maintenance and repairs, as may be determined by Association, unless such loss is covered by Association's insurance and such policy has a waiver of subrogation clause. If not paid by such Owner upon demand by Association, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Lot is subject.
- (d) The authorized representatives of Association, the Board and the Managing Agent for Association (if any) shall be entitled to reasonable access to any Lot as may be required in connection with maintenance and repairs of the Common Properties and items deemed as Common Properties for purposes of maintenance, including, but not limited to, access to any easements reserved by any plat of any portion of the Real Estate for such purposes.
- (e) No owner shall remove or alter any trees or landscaping installed by the Declarant pursuant to the Landscaping Plan dated _____ without the prior written approval of the Town of Plainfield

ARTICLE VIII
Architectural Control

Section 1. The Architectural Review Board. As a standing committee of Association, there shall be, and hereby is established an Architectural Review Board consisting of three (3) or more Persons as may, from time to time, be provided in the By-Laws or by resolution of Board. Until the Applicable Date, Declarant shall appoint the members of the Architectural Review Board. After the Applicable Date, the Architectural Review Board shall be appointed by Board.

Section 2. Purposes. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Real Estate and of improvements thereon in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures and improvements.

Section 3. Conditions. No improvements, alterations, repairs, change of colors, excavations, changes in grade or other work which in any way alters the exterior of a Home located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by Declarant to an Owner shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, Home, or other structure shall be commenced, erected, maintained, improved, altered, made or done on any Lot without the prior written approval of the Architectural Review Board; provided this Restriction shall not be applicable to the original construction of an I Ionic.

Section 4. Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing an application within thirty (30) days after such application (together with all plans, drawings, specifications and other items required to be submitted to it in accordance with such rules as it may adopt) has been given to it, approval shall not be deemed granted by the Architectural Review Board. A decision of the Architectural Review Board may be appealed to Board which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors then serving.

**ARTICLE IX
Assessments**

Section 1. Annual Accounting. Annually, after the close of each fiscal year of Association and prior to the date of the annual meeting of Association next following the end of such fiscal year, Board shall cause to be prepared and furnished to each Owner a financial statement, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

Section 2. Proposed Annual Budget. Annually, on or before the date of the annual meeting of Association, Board shall cause to be prepared a proposed annual budget for the current fiscal year estimating the total amount of the Common Expenses for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such owners. The proposed budget shall be presented at the annual meeting of Association for adoption and, if so adopted, shall be the basis for the regular assessments (herein defined) for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the Owners; provided that any increase of more than ten percent (10%) must be approved by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy; provided further, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all other sums assessed by Association shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall be drawn to include the establishment and maintenance of two replacement reserve funds for capital expenditures and replacement and repair of the

exterior of the home, driveway snow removal, and Common Properties (1) (one replacement reserve fund shall be for capital expenditures and replacement and repair of Common Properties owned by Association and (2) the other replacement reserve fund shall be for capital expenditures and replacement of repair of those items deemed Common Properties for purposes of maintenance only as defined in Article VI, Section 2(b)), which replacement reserve funds shall be used for those purposes and not for usual and ordinary repair expenses of the Common Properties. Such replacement of reserve funds shall be used for items such as replacement of roofs. Such funds are not intended to cover casualty losses which are to be covered by Owners insurance. Such replacement reserve funds for capital expenditure and replacement and repair of the Common Properties shall be maintained by Association in separate interest bearing accounts with one or more banks, savings and loan associations, or other financial institution or brokerage house authorized to conduct business in Hendricks County, Indiana, as may be selected- from time to time by Board. The failure or delay of Board to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as provided, whenever determined. Whenever, whether before or after the annual meeting of Association, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

Section 3. Regular Assessments. The annual budget adopted by the Owners shall contain a proposed assessment against each Lot, which shall be computed as follows: all estimated Common Expenses except the estimated cost of maintenance to be performed by Association pursuant to Article VII, Section 2(b), shall be divided by the total number of Lots to determine quotient A. The estimated cost of maintenance pursuant to Article VII, Section 2(b) shall be divided on a pro-rata basis for each Home, to determine quotients B, quotients A and B shall be added together and the sum shall be the Regular Assessment for each Lot. The portions of the Regular Assessment attributable to the replacement reserve funds shall be computed as a part of the estimated Common Expenses.

Immediately following the adoption of the annual budget, each Owner shall be given written notice of the assessment against his respective Lot (herein called the Regular Assessment). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon the annual budget finally adopted. The Regular Assessment against each Lot shall be paid in advance in equal monthly installments commencing on the first day of the first month of each fiscal year and monthly thereafter through and including the first day of the last month of such fiscal year. Payment of the Regular Assessment shall be made to Board; provided, however, Owners may elect to pay their assessments semi-annually or annually, in advance. In the event the Regular Assessment for a particular fiscal year of Association was initially based upon a temporary budget,

- (a) if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary

17

budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment, and all payments thereafter during such fiscal year, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or

- (b) if the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due until the entire amount of such excess has been credited; provided, however, that if an Owner paid his Regular Assessment either semiannually or annually in advance, then the adjustments set forth under (a) or (b) above shall be made by a cash payment by, or refund to, the Owner on the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners.

The Regular Assessment for the current fiscal year of Association shall become a lien on each separate Lot as of the first day of each fiscal year of Association, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Lot or any interest therein, shall not relieve or release such owner or his successor as owner of such Lot from payment of the Regular Assessment for such Lot as finally determined, and such Owner and his successor as owner of such Lot shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by Association pursuant to Section 2 of Article XI hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoptions of the final budget and Regular Assessment for such year and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Monthly installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from Board of Association, and neither Board nor Association shall be responsible for providing any notice or statements to Owners for the same.

Section 4. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time, unless otherwise provided in this Declaration, the Articles, the By-Laws or the Act, Board shall have the full right, power and authority to make special assessments which, upon resolution of Board, shall become a lien on each Lot, pro-rated in equal shares (Special Assessment); provided; that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for

18

this purpose. Without limiting the generality of the foregoing, Special Assessments may be made by Board from time to time to pay for capital expenditures.

Section 5. Failure of Owner to Pay Assessment.

(a) No Owner may exempt himself from paying Regular Assessments or Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Properties for purposes of maintenance, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Properties or by abandonment of the Lot belonging to him. Each Owner shall be personally liable for the payment of all Regular Assessments and Special Assessments. Where the Owner constitutes more than one Person, the liability of such Persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular or Special Assessments when due, the lien for such Assessment on the Owner's Lot and Home may be filed and foreclosed by Board for an on behalf of Association as a mortgage on real property or as otherwise provided by law. Upon the failure of an Owner to make timely payments of any Regular Assessments or Special Assessments, when due, Board may in its discretion, accelerate the entire balance of the unpaid Assessments and declared the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving (the lien securing the same. In any action to recover a Regular or Special Assessment, whether by foreclosure or otherwise, Board, for and on behalf of Association, shall be entitled to recover from the Owner of the respective Lot costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such Assessments were due until paid, at a rate equal to the "prime interest rate plus five percent (5%) then being charged by NBD National Bank, N.A. to its largest and best corporate customers (or, if such Bank is no longer in existence, then such rate charged by another national bank in Indiana selected by Board).

(b) The lien provided for herein shall be subordinate to the lien of any first mortgage. Notwithstanding anything contained in this Section or elsewhere in this Declaration, the Articles or the By-Laws, any sale or transfer of a Lot to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular or Special Assessment as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share, the lien for

which has been divested as provided above, shall be deemed to be a Common Expenses, collectible from all Owners (including the party acquiring the subject Lot from which it arose).

Section 6. Initial Budgets and Assessments. Notwithstanding anything to the contrary contained herein, in the Articles, in the By-Laws, in the Act or otherwise, until the Applicable Date the annual budget and all Regular and Special Assessments shall be established by the Initial Board without meeting of or concurrence of the Owners. The agency, power of attorney and proxy granted to the Declarant by each Owner pursuant to Section 2 of Article V hereof shall be deemed to cover and include each Owner's right to vote on and approve the annual budget and any Regular Assessments and Special Assessments until the Applicable Date.

Further, until the Applicable Date, the Regular Assessments are and shall be established as follows:

From the date of the first conveyance of a Lot by Declarant to any other Person until the Applicable Date the Regular Assessment shall be pro-rated on a daily basis for any period of time less than a month.

ARTICLE X Mortgages

Section 1. Unpaid Taxes and Insurance. Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which have or may become a lien against any Lot or Home and may pay overdue premiums on any casualty or hazard insurance policies, or secure new casualty or hazard insurance coverage on the lapse of a policy, for any Lot or Home.

ARTICLE XI Insurance

Section 1. Casualty Insurance.

(a) A Lot Owner shall purchase a casualty insurance policy with an agreed amount and inflation guard endorsement and a blanket building endorsement affording fire and extended coverage insurance insuring Owner's home for full replacement value of the improvements which, in whole or in part, comprise the Home. Owner shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. Such insurance coverage shall be for the benefit of Owner, and, if applicable, the Mortgagee of Owner.

(b) Association shall purchase a casualty insurance policy with an agreed amount and inflation guard endorsement affording fire and extended coverage insurance insuring all Common Properties, if any, owned by Association including, but not limited to utilities and entry signage in an amount consonant with the full replacement value of the improvements. If Board can obtain such coverage for reasonable amounts it shall also obtain all risk coverage for such improvements. Board shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by Board, Board may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense of all Owners. Such insurance coverage shall be for the benefit of each Owner, and, if applicable, the Mortgagee of each Owner.

(c) All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by Association as herein set forth shall be paid to it or to Board. In the event that members of Board have not posted surety bonds for the faithful performance of their duties or if such bonds do not equal or exceed the funds which will come into their hands, and there is damage to a part or all of the Common Properties resulting in a loss, Board shall obtain and post a bond for the faithful performance of its duties in an amount to be determined by Board, but not less than 150% of the loss, before Board shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty of Board in connection with any such insurance proceeds shall be to receive such proceeds as are paid and to hold the same for the purposes elsewhere stated herein, and for the benefit of Owners and Association. The proceeds shall be used or disbursed by Association or Board, as appropriate, only in accordance with the provisions of this Declaration.

Such casualty insurance policies, and all risk coverage if obtained required under (a) and (b) above, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against Association, Board, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on invalidity arising from the acts of the insured, and providing further, if Board is able to obtain such insurance upon reasonable terms (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners, and (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event Association does not elect to restore.

Section 2. Public Liability Insurance. Association shall purchase a master comprehensive public liability policy in such amount or amounts as Board shall deem appropriate from time to time; provided, such coverage shall be for at least One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover all of the Common Properties and shall insure Association, Board,

any committee or organ of Association or Board, and Managing Agent appointed or employed by Association, all persons acting or who may act as agents or employees of any of the foregoing with respect to the Real Estate, all Owners of Lots and all other persons entitled to occupy any Lot or Home. Such public liability insurance policy shall contain a severability of interest clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of Association or other Owners.

Section 3. Other Insurance. Association shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation and occupational disease insurance, and such other insurance as Board shall from time to time deem necessary, advisable or appropriate, including but not limited to liability, officers' and directors' liability policies. Such insurance coverage shall also provide for an cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, Association, Board and any Managing Agent acting on behalf of Association. Each Owner shall be deemed to have delegated to Board his right to adjust with the insurance companies all losses under the policies purchased by Board the proceeds of which are payable to Board or Association.

Section 4. General Provisions. The premiums for all insurance required to be maintained by Association shall be paid by Association as part of the Common Expenses. When any such policy of insurance has been obtained by or on behalf of Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall promptly be furnished to each Owner or Mortgagee whose interest may be affected, which notice shall be furnished by an officer of Association who is required to send notices of meetings of Association. All policies shall also contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least thirty (30) days prior written notice to the Mortgagee of each Lot.

In no event shall any distribution of insurance proceeds be made by Board directly to an Owner where there is a mortgagee endorsement on the certificate of insurance or insurance policy or Board has notice of a Mortgagee as it applies to such Owner's share of such proceeds. In such event any remittances shall be to the Owner and his Mortgagee jointly. The same restriction on distribution shall apply to the distribution of any condemnation awards in connection with any taking of any of the Common Properties. Notwithstanding the foregoing, under no circumstances shall any distribution of insurance proceeds in excess of amounts needed to repair damage or pay off any first mortgage or any condemnation awards to be made by Association to any Owners or Mortgagees if to do so would be in violation of the Act or if the same would constitute a distribution of earnings, profits or pecuniary gain to the members of Association; in any event, any such insurance proceeds or condemnation awards shall be retained by Association for use in the payment of its expenses of operation.

Section 5. Insurance by Owners. Each Owner shall be solely responsible for any additional insurance as he deems necessary or desirable, at his own expense, affording coverage upon his personal property, his Lot, his home, the contents of his Home, and for personal liability, but all such

insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the casualty insurance policy to be obtained by Owner.

**ARTICLE XII
Casualty and Restoration; Termination**

Section 1. Casualty and Restoration. In the event of damage to or destruction of the structure or exterior of any Home due to fire or any other casualty or disaster, Owner shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by Owner, if any, shall be applied to the cost of such repair and reconstruction.

If the insurance proceeds, if any, received by Owner as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, (i) the cost for restoring the damage and repairing and reconstructing the Home so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be the responsibility of the Owner whose Home was so damaged or destroyed.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the exterior of the home so damaged or destroyed to as near as possible the same conditions as it existed immediately prior to the damage or destruction and with the same type of architecture.

Section 2. Termination. In the event of condemnation of two thirds (2/3) or more of the homes, the remaining Owners may terminate this Declaration and dissolve Association, provided, however, that the restrictions set forth in the Plat and in Article XIII shall remain in full force and effect in accordance with the terms of the Plat and Article XVII of this Declaration.

**ARTICLE XIII
Restrictions, Covenants and Regulations**

Section 1. Restriction on Use. The following covenants and restrictions on use and enjoyment of Lots and homes shall be in addition to any other covenants or restrictions contained herein or in any plat of any part of the Real Estate heretofore or hereafter recorded, and all such covenants and restrictions are for (lie 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 Association. Present or future Owners or Association shall be entitled to injunctive relief against 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) **Use.** All Lots and Homes shall be used exclusively for the purpose of a single family dwelling, except that Home Occupations are allowed in accordance with the Ordinances of the Town of Plainfield.
- (b) **Storage.** Nothing shall be done or kept in any Home, or on any Lot, or on the Common Properties which will cause an increase in the rate of insurance on any home or the contents thereof or on any Common Properties. No Owner shall permit anything to be done or kept in his Home or on his Lot or on any of the Common Properties which will result in a cancellation of insurance on any Home or any part of the Common Properties, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.
- (c) **Home Exterior.** No owner shall cause or permit anything to be hung or displayed on the outside of the windows of his Home or placed on the outside walls of any building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of the Home without the prior consent of the Architectural Review Board.
- (d) **Trees.** No Owner shall remove any living tree without the written approval of Board.
- (e) **Use of common properties.** Common Properties 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 Board.
- (f) **Signs.** No signs or advertisements shall be displayed or placed on any Lot or structure in The Passage without the prior written approval of the Architectural Review Board except for real estate sales signs and signs used by a builder to advertise the Lot during the construction sale period.
- (g) **Animals.** No animals shall be kept or maintained on any Lot except the usual household pets, and in such case, such household pets shall be kept reasonably confined so as not to become a nuisance. No dog houses or dog runs shall be permitted.
- (h) **Vehicle Parking.** No commercial vehicles, campers, trailers, boats, or similar vehicles shall be parked on any street or Lot in The Passage unless fully enclosed in a building or screened from view from the street.

- (i) Garbage and Other Refuse. No Owner shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his Lot except as may be permitted in subparagraph (j) below.
- (j) Fuel Storage Tanks and Trash Receptacles. No bulk gasoline storage will be permitted whether above or below ground. Any receptacle for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within The Passage any time, except at the times when refuse collections are being made.
- (k) Temporary Structures. No temporary structure of any kind, such as a house trailer, or other outbuilding shall be placed or erected on any Lot.
- (l) Utility Services. No utility services shall be installed, constructed, repaired, replaced and/or removed under finished streets except by jacking, drilling or boring and shall require the approval of the appropriate authority of Hendricks County, where the streets are public and by the property Owners where there are private drives.
- (m) Wells and Septic Tanks. No water wells shall be drilled on any Lot nor shall any septic tanks be installed on any Lot, without the approval of the Architectural Review Board.
- (n) No Visually Obtrusive Objects. No high intensity lighting, no television, radio or other antennae, no large satellite dishes, nor any visually obtrusive object may be erected by any Lot Owner on the exterior of a dwelling or anywhere on a Lot. Lot Owner(s) must obtain the express, written approval of the Architectural Review Board prior to the installation of a SMALL (20" or less) satellite Reception Device. The Lot Owner must notify the Architectural Review Board in writing of the type and size of the small Reception Device, color, the proposed location, and provide the Architectural Review Board with a copy of any required permit. If an acceptable quality signal can be received by placing the Reception Device inside a dwelling unit without unreasonable cost increase, then installation outside a Dwelling Unit is prohibited. Any approved exterior Reception Devices must be maintained or replaced if the exterior of the device deteriorates.
- (o) Pools. No swimming pool or associated structures shall be erected or placed on any Lot until the construction plans including a plot plan have been approved by the Architectural Review Board. There shall be no above ground pools.

- (p) Clotheslines. There shall be no outside clotheslines.
- (q) Playstructures. There shall be no playstructures.
- (r) Fences. In order to preserve the natural quality and aesthetic appearance of the existing geographic area any fence must be approved by the Architectural Review Board as to size, location, height and composition before it may be erected.

Section 2. Nuisances and Annoyances. No noxious or offensive activities will be carried on in the development nor will anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Owners or occupants. No Owner or occupant will make or permit any disturbing noises in the Home himself, his agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Owners or occupants.

Section 3. Freight Deliveries and Refuse. Owners will not permit any personal property or refuse to accumulate on the sidewalks or near the entrances, or driveways outside of his Home.

ARTICLE XIV Use of Home Affecting The Passage

Section 1. No Unlawful or Improper Use. No owner will permit the use, occupancy or establishment, within his Home or any part thereof for any immoral, improper, unlawful or illegal business, use or purposes, nor for any business, use or purpose deemed by the Board to be disreputable or extra hazardous, nor in such manner as to constitute a nuisance of any kind nor for any purpose affecting The Passage or in any way in violation of any present or future laws, rules, requirements, orders, directions, ordinances or regulations of the United States of America, or of the state or municipal government of lawful authority whatsoever; nor will the Owner use, occupy or permit his Home or any part thereof to be used or occupied for any of the purposes prohibited in the Declaration, applicable title restrictions and Bylaws, to the extent that the same may now or hereafter be in force and effect, or in conflict with the provisions contained in the Building Permit and Certificate of Occupancy applicable to the Home.

Section 2. Storage to be within home. Except during construction activities, and only as necessary, the area outside of the Homes will be kept free of unsightly material. Storage of Owners' material or tenants must be within the Home.

Section 3. Maintenance and Repair. An Owner will take good care of his Home as it affects the exterior of the building and will make all necessary repairs to the interior of his Home including but not limited to the walls, floors and ceilings in such manner as to preserve the structural and mechanical integrity of the property.

Section 4. Electrical and Utility Usage. Total electrical usage on the circuit serving the Home will not exceed the service provided, unless a separate circuit is run to the Home from the distribution panel and approved by the Board. Total utility usage will not exceed the capacity of the pipes, ducts and equipment supplying the Home. In no event will usage exceed capacity.

**ARTICLE XV
Noise Disclosure**

Section 1. Noise Disclosure. Declarant discloses to all owners, mortgagees, tenants and any other persons or entities that may own a lot or an interest in a lot that they may experience levels of aircraft noise and other effects from aircraft operation that they may find objectionable and that they are purchasing such lot or interest in a lot with full knowledge and acceptance of this noise disclosure statement and all other effects resulting from aircraft operations.

**ARTICLE XVI
Administration**

Section 1. Consent or Approval. Any consent or approval given under this Declaration may be added to, amended or revoked at any time by resolution of the Board.

Section 2. No Liability for Failure. Neither Association nor Board will be liable to the Home occupants or Owners for the violation of any of the rules, or for the breach of any covenant or condition, or by any other home occupant, or Owner or by any employee, servant or agent of Association, or by any visitor or invitee or licensee.

Section 3. No Abatement of Charges. No abatement, diminution, or reduction of the monthly assessments to Association or other charges required to be paid by the Owner pursuant to this Declaration and the Bylaws will be claimed by or allowed to the Owner for any inconvenience, interruption, cessation or loss of business or otherwise caused, directly or indirectly, by any present or future laws, rules, requirements, orders, directions or regulations of the United States or of the state or town government or any authority whatsoever. There will additionally be no abatement or diminution or reduction of the monthly assessments by virtue of the performance or failure of performance of warranty items by Declarant or his contractors.

ARTICLE XVII
Amendment of Declaration

Section 1. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

- (a) **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.
- (b) **Resolution.** A resolution to adopt a proposed amendment may be proposed by Board or Owners having in the aggregate at least a majority of the votes of all Owners.
- (c) **Adoption.** Any proposed amendment to this Declaration must be approved by seventy-five percent (75%) of all Owners. The instrument of amendment must be signed by such Owners and recorded. In the event any Lot is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to Board in accordance with the provisions hereof.
- (d) **Recording.** Each amendment to the Declaration shall be executed by the President and Secretary of 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.

Section 2. Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein, the Declarant shall hereby reserves the right and power acting alone and without the consent or approval of the Owners, Association, Board, any Mortgagees or any other Person to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Homes, (b) to bring this Declaration into compliance with any statutory requirements, (c) or to correct clerical or typographical errors.

ARTICLE XVIII
Acceptance and Ratification

This Declaration of the Bylaws shall have been provided to each Owner at least ten

days prior to the closing of the sale of such Owner's Lot and Homes, and all present and future Owners, Mortgagees, tenants and occupants of the Lots and Homes, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles, the By-Laws and the rules and regulations adopted by Board, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot or Home shall constitute an agreement that the provisions of this Declaration, the Articles, the By-Laws and rules and regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running the land and shall bind any person having at any time any interest or estate in a Lot or Home or the Real Estate, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may own, occupy, use, enjoy or control a Lot or Home or any part of the Real Estate in any manner shall be subject to this Declaration, the Articles, the By-Laws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

ARTICLE XIX
Negligence

Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any guests, agents, invitee or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Lot or Home or its appurtenances or of the Common Properties.

ARTICLE XX
Benefit and Enforcement

The Declaration and the Restrictions shall run with and bind the Real Estate for a term commencing on the date this Declaration is recorded in the office of the Recorder of Hendricks County, Indiana, and expiring December 31, 2020, after which time they shall be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then Owners of the Lots it is agreed to change this Declaration or the Restrictions in whole or in part, or to terminate the same.

In the event of a violation, or threatened violation, of any of the covenants or restrictions set forth in this Declaration, Declarant (so long as Declarant remains an owner of any part of the Real Estate), Board, or any Owner shall have the right to enforce the covenants, conditions and restrictions contained herein and to pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses

incurred as a result thereof. The failure or delay at any time of Declarant, Association, the Owners, or any other Person entitled to enforce this Declaration and the Restrictions, to enforce any of the same shall in no event be deemed a waiver of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

**ARTICLE XXI
Miscellaneous**

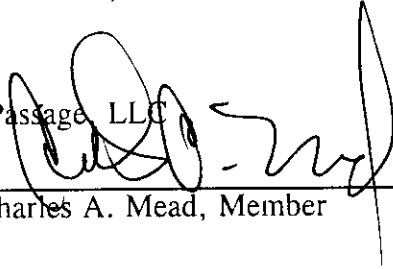
Section 1. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the Articles or the By-Laws, or to comply with any provision of this Declaration, the Articles, the By-Laws, or the rules and regulations adopted pursuant thereto, as each may be amended from time to time, Association shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.

Section 2. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provisions of this Declaration, (lie Articles or the By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles or the By-Laws and each shall be enforceable to the greatest extent permitted by law.

Section 3. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall refer to and include all genders. Words in the singular shall include and refer to (lie plural, and vice verse, as appropriate.

Section 4. Interpretation. The captions and titles of the various articles, sections, subsections, paragraphs, and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

IN WITNESS WHEREOF, The Passage, LLC, Declarant, has executed this Declaration on the day and year first hereinabove set forth.

The Passage, LLC
By: 
Charles A. Mead, Member

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public, in and for said County and State, personally appeared Charles A. Mead, Member of The Passage, LLC, who acknowledged the execution of the foregoing to be his voluntary act and deed for the uses and purposes contained therein.

WITNESS my hand and seal this 6TH day of ~~JUNE 2001~~ FEBRUARY, 2003

Karen S. Carson

Notary Public - Signature

KAREN S. CARSON

Notary Public - Printed Name

Resident of HENDRICKS County

My Commission Expires:
06-05-09



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

31

EXHIBIT "A"
LAND DESCRIPTION
"THE PASSAGE"

That portion of the Northwest Quarter of Section 1, Township 14 North, Range 1 East of the Second Principal Meridian, Town of Plainfield, Hendricks County, Indiana, described as follows:

Commencing at a 3/4 inch iron pipe found marking the Northeast corner of said Northwest Quarter; thence South 88 degrees 20 minutes 07 seconds West (assumed bearing) along the North line of said Northwest Quarter 1907.55 feet to a MAG nail with "LS29800001" tag (herein referred to as "nail") found at the beginning of a tangent curve to the left having a radius of 716.20 feet and a central angle of 25 degrees 44 minutes 05 seconds; thence westerly and southwesterly along the arc of said curve and center line of Stanley Road 321.68 feet to a nail found; thence South 62 degrees 36 minutes 02 seconds West along said center line 258.85 feet to a nail found at the **POINT OF BEGINNING**; thence continue South 62 degrees 36 minutes 02 seconds West along said centerline 210.25 feet to nail set at the beginning of a tangent curve to the right having a radius of 716.20 feet a central angle of 04 degrees 25 minutes 08 seconds; thence southwesterly along the arc of said curve and said centerline 55.24 feet to a nail set on the east line of Pierce's Pine Hill Estates as per plat thereof recorded in Plat Book 8, Page 59 in the Office of the Recorder of said county; thence South 01 degrees 28 minutes 39 seconds East along said east line 33.23 feet to a nail set at the southeast corner of said plat; thence South 88 degrees 20 minutes 07 seconds West along the south line of said plat 138.41 feet to a nail set on the West line of said Northwest Quarter; thence South 01 degrees 28 minutes 39 seconds East along said West line 839.43 feet to a 4 inch diameter concrete monument with rebar set; thence North 87 degrees 58 minutes 08 seconds East 625.75 feet to 4 inch diameter concrete monument with rebar set; thence North 86 degrees 11 minutes 13 seconds East 522.71 feet to a 4 inch diameter concrete monument with rebar found at the southwest corner of Providence Estates, Section 1, as per plat thereof recorded as Instrument No. 2002-22798 in Plat Cabinet 5 Slide 13 Pages 2 A, 2 B, & 2 C, with the remaining courses being along the westerly line thereof; thence North 65 degrees 06 minutes 14 seconds West 135.18 feet; thence North 31 degrees 49 minutes 56 seconds West 93.68 feet; thence North 63 degrees 33 minutes 52 seconds West 247.52 feet; thence North 27 degrees 07 minutes 23 seconds West 165.26 feet; thence North 68 degrees 19 minutes 00 seconds West 58.60 feet; thence North 26 degrees 17 minutes 12 seconds West 347.84 feet; thence North 22 degrees 00 minutes 12 seconds West 193.24 feet; thence North 53 degrees 14 minutes 18 seconds West 55.55 feet to the **POINT OF BEGINNING**, containing 14.480 acres, more or less.



* 2 0 0 7 3 2 4 2 6 2 0 *
HENDRICKS COUNTY RECORDER
12/26/2007 10:02:53AM

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THE PASSAGE**

Cross-reference

This instrument amends that certain *Declaration of Covenants, Conditions and Restrictions of The Passage* (the "Declaration"), recorded February 13, 2003, as Instrument Number 200300006607, in the office of the Recorder of Hendricks County, Indiana. Capitalized terms herein shall have the same meaning as ascribed to such words in the Declaration.

This First Amendment to the Declaration (this "Amendment"), executed by the undersigned Owners within the residential subdivision located in the Town of Plainfield, Hendricks County, Indiana, and commonly known as THE PASSAGE (the "Subdivision"),

WITNESSETH:

Whereas, the Declaration was executed by Charles A. Mead, as a Member of The Passage, LLC, an Indiana limited liability company, as Declarant, in conjunction with Declarant's development of the Subdivision; and

Whereas, the undersigned are all Owners of Lots located within the Subdivision; and

Whereas, the undersigned Owners, representing at least seventy-five percent (75%) of all Lot Owners within the Subdivision, desire to amend the Declaration, in accordance with the provisions of Article XVII of the Declaration, titled "Amendment to Declaration."

Now, therefore, pursuant to Article XVII of the Declaration, the undersigned Owners, representing at least seventy-five percent (75%) of all Lot Owners within the Subdivision, hereby amend the Declaration, as follows:

AMENDMENTS

1. For all purposes, the Association's responsibility for maintenance in connection with individual Lots located within the Subdivision shall be limited solely to the following:
 - a. mowing and fertilizing of lawns; and
 - b. snow removal from driveways.

The Association's responsibility for maintenance in connection with individual Lots shall NOT include (i) routine or other maintenance and/or repairs of the exteriors of Homes, including without limitation roofs, gutters, doors, windows and exterior walls; (ii) painting of the exteriors of Homes; (iii) routine or other maintenance of landscaping,

2043

trees, plants or flowers located on any individual Lot(s), other than for the mowing and fertilizing of lawns as provided above; and/or (iv) watering of individual lawns and/or installation, maintenance, repair or upkeep of any irrigation system(s) located on or servicing individual Lots.

The foregoing list is intended to be demonstrative, and not conclusive, as to the maintenance items for which the Association shall NOT be responsible. It is the intent of this Amendment that, following execution and recording hereof, the Association shall ONLY be responsible for mowing and fertilizing of lawns and for snow removal from driveways in connection with the individual Lots located within the Subdivision. Owners shall be solely and exclusively liable and responsible for all other maintenance associated with such Owners' individually owned Lots and the Homes located thereon. For purposes of the Declaration, as amended by this Amendment, those items deemed "Common Properties" for purposes of maintenance only shall be limited solely to lawns and driveways located on individual Lots within the Subdivision, and only for the purposes of lawn mowing and fertilization and driveway snow removal.

2. ARTICLE IX, Section 2, titled "Proposed Annual Budget," is hereby replaced in its entirety with the following:

Section 2. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board shall cause to be prepared a proposed annual budget for the then-current fiscal year estimating the total amount of the Common Expenses for such fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to Owners. The proposed budget shall be presented at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the then-current fiscal year. At the annual meeting of Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of Owners; provided, that any increase of more than ten percent (10%) over the prior year's Regular Assessment amount must be approved by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, and provided further, that in no event shall the annual meeting of Owners be adjourned until an annual budget (either the proposed annual budget or the proposed annual budget as amended) is approved and adopted at such meeting. The annual budget, the Regular Assessments and all other sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall be drawn to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of Common Properties owned by the Association. Such replacement reserve fund shall be maintained by the Association in a separate interest-bearing account with a bank, savings and loan association, or other financial institution or brokerage house authorized to conduct business in Hendricks County, Indiana, as may be selected from time to time by the Board. The failure or delay of the Board to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any

manner of the obligations of the Owners to pay the Common Expenses as provided, whenever determined. Whenever, whether before or after the annual meeting of the Association, there is no annual budget approved by the Owners as herein provided for such then-current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred ten percent (110%) of such last approved budget, as a temporary budget.

3. The first paragraph of ARTICLE IX, Section 3, titled "Regular Assessments," is hereby replaced in its entirety with the following:

Section 3. Regular Assessments. The annual budget adopted by the Owners shall contain a proposed assessment against each Lot to which assessments shall apply. The total assessment amount, for all applicable Lots combined, shall be equal to the estimated Common Expenses, including the estimated cost of lawn maintenance (i.e. mowing and fertilizing) for individual Lot lawns, and including the estimated cost of snow removal from driveways on individual Lots. Notwithstanding any other provision contained herein, no individual Lot shall be subject to regular assessments until such time that a principal residential dwelling is constructed on such Lot, and Declarant shall not be responsible for any regular assessments on Lots owned by Declarant, unless Declarant has reacquired such Lot(s) following an initial conveyance thereof to a party other than Declarant and such required Lot(s) include a residential dwelling thereon.

[The remainder of ARTICLE IX, Section 3, following the first paragraph, shall remain in full force and effect as written in the Declaration].

Remaining Provisions of Declaration Valid

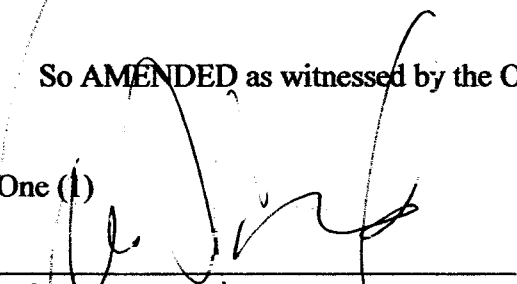
All other terms, conditions, covenants and restrictions of the Declaration, other than as amended hereby, shall remain in full force and effect as written and included in the Declaration. In the event of a conflict between any term(s) in the Declaration and any term(s) in this Amendment, the provisions of this Amendment shall prevail. It is the intent of the undersigned that the provisions of the Declaration shall be interpreted so as to harmonize as closely as possible with the provisions of this Amendment.

So AMENDED as witnessed by the Owners' signatures below.

Lot One (1)

Signature

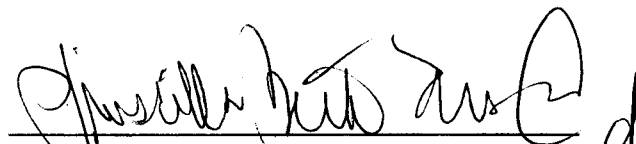
Printed Name



ANTHEA, owner

Signature

Printed Name



PUSCILLA Beth Mead

Lot Two (2)

Bryan E. Devore
Signature
BRYAN E. Devore
Printed Name

Alexandria E. Devore
Signature
Alexandria E. Devore
Printed Name

Lot Three (3)

Charles A. Mead
Signature
CHARLES A. MEAD
Printed Name

Christine Mead
Signature
CHRISTINE B. MEAD
Printed Name

Lot Four (4)

William E. Springer
Signature
WILLIAM E. SPRINGER
Printed Name

Anna R. Springer
Signature
Anna R. Springer
Printed Name

Lot Five (5)

Eugene W. Karstens
Signature
EUGENE W. KARSTENS
Printed Name

Judith Varano Karstens
Signature
Judith Varano Karstens
Printed Name

Lot Six (6)

Bart A. Beal
Signature
BART A. BEAL
Printed Name

Bonnie Beal
Signature
Bonnie Beal
Printed Name

Lot Seven (7)

Colin P. Smith
Signature
Colin P. Smith
Printed Name

Debbie Smith (Debbie Shockley)
Signature
Debbie Smith formerly Debbie Shockley
Printed Name

Lot Eight (8)

Bryan E. Wiger
Signature
BRUAN E. WIGER
Printed Name

Nancy J. Wiger
Signature
NANCY J. WIGER
Printed Name

Lot Nine (9)

Bob Stout
Signature
Bob Stout
Printed Name

Theresa D. Stout
Signature
Theresa D. Stout
Printed Name

Lot Ten (10)

Charles A. Mead
Signature
CHARLES A. MEAD
Printed Name

Prescilla Beth Mead
Signature
PRESILLA B. MEAD
Printed Name

Lot Eleven (11)

Charles A. Mead
Signature
CHARLES A. MEAD
Printed Name

Prescilla Beth Mead
Signature
PRESILLA BETH MEAD
Printed Name

Lot Twelve (12)

Fred Knott
Signature

Signature

FRED KURTZ

Printed Name

Printed Name

Lot Thirteen (13)

Signature

Signature

Printed Name

Printed Name

Lot Fourteen (14)

L. Williams

Signature

Signature

Printed Name

Printed Name

Lot Fifteen (15)

Signature

Signature

Printed Name

Printed Name

Lot Sixteen (16)

Paul L. Brown

Signature

Signature

Printed Name

Printed Name

Lot Seventeen (17)

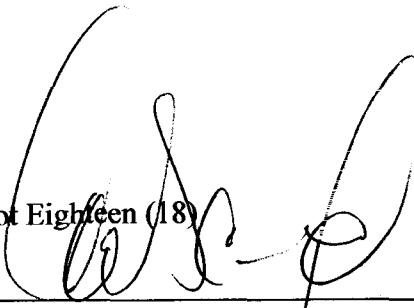
Signature

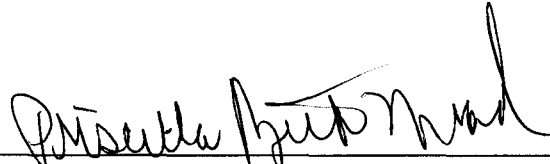
Signature

Printed Name

Printed Name

Lot Eighteen (18)


Signature
CHARLES A. MEAD
Printed Name


Signature
 VIRGINIA BETH MEAD
Printed Name

Lot Nineteen (19)

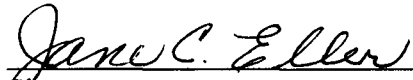
Signature

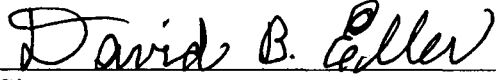
Printed Name

Signature

Printed Name

Lot Twenty (20)


Signature
Jane C. Eller
Printed Name


Signature
David B Eller
Printed Name

Lot Twenty-One (21)

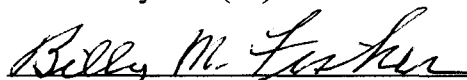
Signature

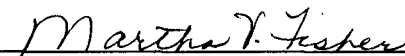
Printed Name

Signature

Printed Name

Lot Twenty-two (22)


Signature
Billy M. Fisher
Printed Name


Signature
Martha V. Fisher
Printed Name

Billy M FISHER AND MARTHA V FISHER RJL TRUST

Lot Eighteen (18)

[Signature]
 Signature
CHARLES A. MEAD
 Printed Name

[Signature]
 Signature
Wesley Beth Mead
 Printed Name

Lot Nineteen (19)

 Signature

 Printed Name

 Signature

 Printed Name

Lot Twenty (20)

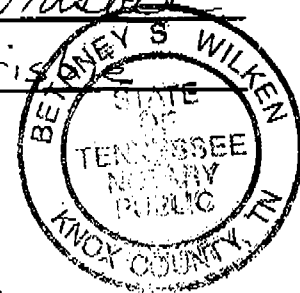
[Signature]
 Signature
Jane C. Eller
 Printed Name

[Signature]
 Signature
David B Eller
 Printed Name

Lot Twenty-One (21)

[Signature]
 Signature
WALTER L. FRISBIE
 Printed Name

[Signature]
 Signature
Diane J. Frisbie
 Printed Name



Commission Expires: 11/08/2008

Lot Twenty-two (22)

[Signature]
 Signature
Billy M Fisher
 Printed Name

[Signature]
 Signature
Martha V. Fisher
 Printed Name

Billy M Fisher AND MARTHA V FISHER RJL TRUST

Lot Twenty-three (23)

Joan E. Klepper
Signature
Joan E. Klepper
Printed Name

Signature

Printed Name

Lot Twenty-four (24)

Signature

Printed Name

Signature

Printed Name

Lot Twenty-five (25)

Signature

Printed Name

Signature

Printed Name

Lot twenty-six (26)

Laura A Groninger
Signature
Laura A Groninger
Printed Name

Dan Groninger
Signature
DAN L GRONINGER
Printed Name

Lot Twenty-seven (27)

Teresa Ann Greene
Signature
TERESA ANN GREENE
Printed Name

Signature

Printed Name

Lot Twenty-eight (28)

Signature

Signature

Printed Name

Printed Name

Lot Twenty-nine (29)

B9
 B9
 Signature Bob Stout
 Signature Bob Stout
 Printed Name

Signature [Handwritten Signature]
 Signature CHARLES A. MEAD
 Printed Name

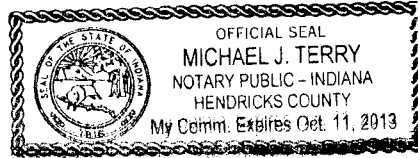
Signature [Handwritten Signature]
 Signature PRESCOTT B. MEAD
 Printed Name

Lot Thirty (30)

Signature [Handwritten Signature]
 Signature John Drzakowski
 Printed Name

Signature
 Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)



Before me, a Notary Public in and for said County and State, personally appeared BRYAN + NANCY WIGER, who acknowledged the execution of the foregoing instrument and who stated that any representations therein contained are true.

WITNESS my hand and seal this 29 day of NOVEMBER 2007.

My Commission Expires:

OCTOBER, 11 2013

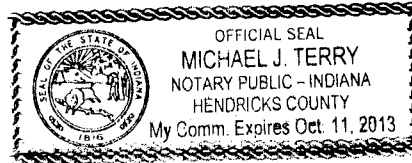
County of Residence:

HENDRICKS


Signature of Notary Public

MICHAEL TERRY
Printed Name of Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)



Before me, a Notary Public in and for said County and State, personally appeared PAUL L BROWN, who acknowledged the execution of the foregoing instrument and who stated that any representations therein contained are true.

WITNESS my hand and seal this 30 day of NOVEMBER 2007.

My Commission Expires:

OCT. 11 2013

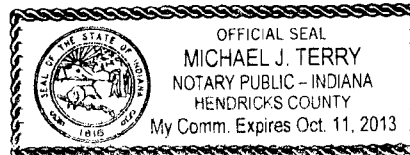
County of Residence:

HENDRICKS


Signature of Notary Public

MICHAEL TERRY
Printed Name of Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)



Before me, a Notary Public in and for said County and State, personally appeared BART BEAL + BONNIE BEAL, who acknowledged the execution of the foregoing instrument and who stated that any representations therein contained are true.

WITNESS my hand and seal this 30 day of NOVEMBER 2007.

My Commission Expires:

OCT 11 2013

County of Residence:

HENDRICKS


Signature of Notary Public

MICHAEL TERRY
Printed Name of Notary Public

STATE OF INDIANA)
) SS:

COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared WILLIAM + ANNA SPRINGER, who acknowledged the execution of the foregoing instrument and who stated that any representations therein contained are true.

WITNESS my hand and seal this 3 day of DECEMBER 2007.

My Commission Expires:

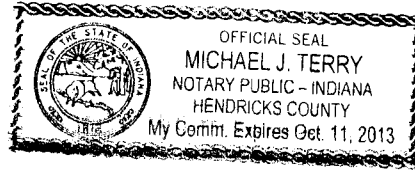
OCTOBER 11, 2013

County of Residence:

HENDRICKS

[Signature]
Signature of Notary Public

MICHAEL TERRY
Printed Name of Notary Public



STATE OF INDIANA)

) SS:

COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared COLIN SMITH + DEBBIE SMITH, who acknowledged the execution of the foregoing instrument and who stated that any representations therein contained are true.

WITNESS my hand and seal this 3 day of DECEMBER 2007.

My Commission Expires:

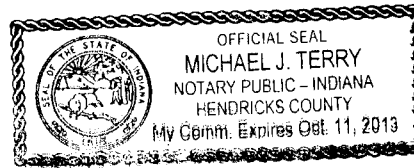
OCTOBER 11, 2013

County of Residence:

HENDRICKS

[Signature]
Signature of Notary Public

MICHAEL TERRY
Printed Name of Notary Public



STATE OF INDIANA)

) SS:

COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Billy M FISHER + MARTHA V FISHER, who acknowledged the execution of the foregoing instrument and who stated that any representations therein contained are true.

WITNESS my hand and seal this 4 day of DECEMBER 2007.

My Commission Expires:

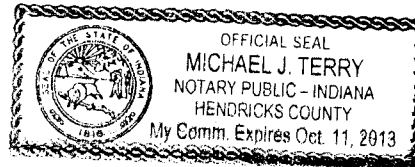
OCTOBER 11, 2013

County of Residence:

HENDRICKS

[Signature]
Signature of Notary Public

MICHAEL TERRY
Printed Name of Notary Public



STATE OF INDIANA)

) SS:

COUNTY OF HENDRICKS)

WITNESS my hand and seal this 8 day of December 2007

My Commission Expires:

10/09/09
County of Residence:
Marion

[Signature]
Signature of Notary Public
Lawrence L. Bue
Printed Name of Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared JOHN DRZAKOWSKI, who acknowledged the execution of the foregoing instrument and who stated that any representations therein contained are true.

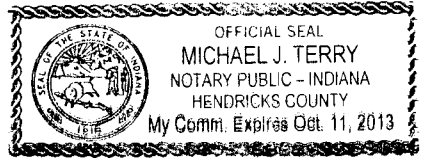
WITNESS my hand and seal this 17 day of December 2007.

My Commission Expires:

OCTOBER 11, 2013
County of Residence:
HENDRICKS

[Signature]
Signature of Notary Public
MICHAEL TERRY
Printed Name of Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)



Before me, a Notary Public in and for said County and State, personally appeared LARA GRONINGER + DAN GRONINGER, who acknowledged the execution of the foregoing instrument and who stated that any representations therein contained are true.

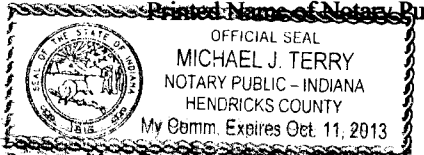
WITNESS my hand and seal this 17 day of December 2007.

My Commission Expires:

OCTOBER 11, 2013
County of Residence:
HENDRICKS

[Signature]
Signature of Notary Public
MICHAEL TERRY
Printed Name of Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)



Before me, a Notary Public in and for said County and State, personally appeared CHARLES + PHILISMA MEAD, who acknowledged the execution of the foregoing instrument and who stated that any representations therein contained are true.

WITNESS my hand and seal this 18 day of December 2007.

(X 6)

County of Residence:

Printed Name of Notary Public

STATE OF INDIANA)

) SS:

COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing instrument and who stated that any representations therein contained are true.

WITNESS my hand and seal this _____ day of _____ 2007.

My Commission Expires:

Signature of Notary Public

County of Residence:

Printed Name of Notary Public

STATE OF INDIANA)

) SS:

COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing instrument and who stated that any representations therein contained are true.

WITNESS my hand and seal this _____ day of _____ 2007.

My Commission Expires:

Signature of Notary Public

County of Residence:

Printed Name of Notary Public

STATE OF INDIANA)

) SS:

COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing instrument and who stated that any representations therein contained are true.

WITNESS my hand and seal this _____ day of _____ 2007.

My Commission Expires:

Signature of Notary Public

County of Residence:

Printed Name of Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing instrument and who stated that any representations therein contained are true.

WITNESS my hand and seal this _____ day of _____ 2007.

My Commission Expires:

County of Residence:

Signature of Notary Public

Printed Name of Notary Public

Mead

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing instrument and who stated that any representations therein contained are true.

WITNESS my hand and seal this _____ day of _____ 2007.

My Commission Expires:

County of Residence:

Signature of Notary Public

Printed Name of Notary Public

Mead

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Lilly Williams, who acknowledged the execution of the foregoing instrument and who stated that any representations therein contained are true.

WITNESS my hand and seal this 24 day of December 2007.

My Commission Expires:

OCTOBER 11, 2013
County of Residence:

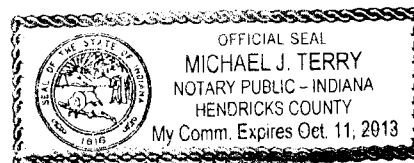
Hendricks

[Signature]

Signature of Notary Public

MICHAEL TERRY

Printed Name of Notary Public



STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing instrument and who stated that any representations therein contained are true.

WITNESS my hand and seal this ____ day of _____ 2007.

My Commission Expires:

Signature of Notary Public

County of Residence:

Printed Name of Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing instrument and who stated that any representations therein contained are true.

WITNESS my hand and seal this ____ day of _____ 2007.

My Commission Expires:

Signature of Notary Public

County of Residence:

Printed Name of Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing instrument and who stated that any representations therein contained are true.

WITNESS my hand and seal this ____ day of _____ 2007.

My Commission Expires:

Signature of Notary Public

County of Residence:

Printed Name of Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

WITNESS my hand and seal this ____ day of _____ 2007.

My Commission Expires:

Signature of Notary Public

County of Residence:

Printed Name of Notary Public

STATE OF INDIANA)
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing instrument and who stated that any representations therein contained are true.

WITNESS my hand and seal this ____ day of _____ 2007.

My Commission Expires:

Signature of Notary Public

County of Residence:

Printed Name of Notary Public

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (Andrew P. Kult).
This instrument was prepared by Andrew P. Kult, Attorney-at-Law, COMER LAW OFFICE, P.O. Box 207, Danville, IN 46122.