

For
Supp. Decl. of Cov. + Rest.
See Bk. 162 Page 29 1/2
Recorded 9-11-80

140

9420

BOOK _____ PAGE ~~403~~

DECLARATION OF COVENANTS AND RESTRICTIONS

This document referred to in Document No. 9355787 Rec. 11-12-93

This document referred to in Document No. 9355786 Rec. 11-12-93

This document referred to in Document No. 9355785 11-12-93

This document referred to in Document No. 9355784 Rec. 11-12-93

THIS DECLARATION, made this 13th day of November 1973, by RALPH L. WILFONG, Owner, (hereinafter sometimes referred to as "Declarant" or "Developer"),

WITNESSETH THAT

WHEREAS, The Declarant is desirous of developing a residential community which will encompass the property described in Article II of this Declaration and desires to create on said property recreation facilities and other common facilities for the benefit of the community; and,

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of said community and for the operation and maintenance of said facilities, and to this end desires to subject the real estate described in Article II, together with such other additions as may hereafter be made thereto, to the covenants, restrictions, conditions and charges (hereinafter referred to as "covenants and restrictions") hereinafter set forth; and,

WHEREAS, Declarant has deemed it desirable for the effective preservation of values and amenities in said community to create an agency to which should be delegated and assigned the power and authority of maintaining and administering the facilities and enforcing the covenants and restrictions and collecting the assessments and charges hereinafter created; and,

This Instrument Recorded Nov. 14, 1973
JANE M. HEDGES, RECORDER HAMILTON COUNTY, IND.

This document referred to in Document No. 9355787 Rec. 7-17-98

This document referred to in Document No. 93501527 Rec. 2-9-95

This document referred to in Document No. 9355788 Rec. 11-12-93

For Supplementary Declaration of Covenants & Restrictions See Bk. 151 Pg. 540

For Supplementary Declaration of Covenants & Restriction See Instr # 8820106

Recorded 2-15-85
For Supplementary Declaration of Covenants & Restrictions
See # 8708907 Recorded 4-21-87
See # 8708908 " 4-21-87
See 9108167 " 4-12-91

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WHEREAS, there has been, or will be, incorporated under the laws of the State of Indiana as a not-for-profit corporation, Village Farms, Inc., for the purpose of exercising and carrying out said functions.

NOW, THEREFORE, Ralph L. Wilfong hereby declares that the platted lots and land located within The Village Farms, Section One, as more fully set out in Article II, Section 1, of these Declarations and all platted lots and lands that may be made additions to the Development as set out in Article II, Section 2, of these Declarations shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of lots and lands in the Development and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the restrictions shall run with the land and shall be binding upon the Developer and the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property and any part or parts thereof subject to such covenants and restrictions and shall inure to the benefit of the Developer and everyone of Developer's successors in title to any of the real estate in the Development. The Developer specifically reserves unto himself the right and privilege, prior to the recording of the plat of a particular lot or tract within the Development to exclude any real estate as shown from the Declaration or to include additional real estate.

ARTICLE I

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Definitions

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The following words, when used in this Declaration or any Supplemental Declaration, (unless the context shall prohibit) shall have the following meanings:

- (a) "VILLAGE" shall mean and refer to VILLAGE FARMS, INC.
- (b) "DEVELOPMENT" shall mean and refer to all such properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions hereof.
- (c) "VILLAGE PROPERTIES" shall mean and refer to all such properties and additions there-to conveyed to and owned by Village.
- (d) "VILLAGE OF MOUNT CARMEL" shall mean and refer to the existing residential lands platted as Village of Mount Carmel, Sections 1, 2, 3, 4, and 5, as recorded in the Office of the Recorder of Hamilton County, Indiana.

ARTICLE IIProperty Subject to this Declaration and Provisions for Additions Thereto

Section 1. Development. Declarant is the owner or has an interest in and is in the process of developing approximately 1,200 acres in The Village Farms community, consisting of residential, recreational and commercial lands, and to that end has platted, or is platting, Section One of The Village Farms, the legal description of which is attached and marked "Exhibit A" and made a part of this Declaration, subject to the covenants and restrictions of this Declaration.

Section 2. Additions to the Development. Additional property may become subject to this Declaration in the following manner:

- (a) By Developer: Additional properties may be added to the Development and subject to the covenants and restrictions: (i) upon the filing and recording of a plat of The Village Farms, which plat

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shall incorporate this Declaration of Covenants and Restrictions by reference; (ii) upon the filing and recording of a Supplementary Declaration of Covenants and Restrictions by Declarant or his successors or assigns. A Supplemental Declaration incorporating by reference the provisions of this Declaration shall be sufficient to conform with this section. In addition, such Supplemental Declaration may contain such complementary additions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke the covenants established by this Declaration within the Development.

(b) By Owners of Lots in the Village of Mount Carmel, Sections 1 through 5. The owner of any lot in the platted additions known as the Village of Mount Carmel, Sections 1, 2, 3, 4 and 5, as recorded in the Office of the Recorder of Hamilton County, Plat Book 2, 2, 2, 3, 4, Pages 86, 114, 227, 33-36, 82-83, respectively, may subject their lot in said additions to this Declaration of Covenants and Restrictions and to the jurisdiction of Village by filing and recording a Supplemental Declaration of Covenants and Restrictions, together with a description of owners' lots in said platted subdivision. A Supplemental Declaration incorporating by reference the provisions of this Declaration shall be sufficient to conform with the requirements of this section. In addition, such Declaration may contain such complimentary additions not contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplemental Declaration revoke the covenants established by this Declaration within the Development.

(c) By Others. Upon approval in writing of Village pursuant to the vote of its members as provided in its Bylaws, and only upon such approval, the owner of any property who is desirous of adding it to the jurisdiction of Village may file and record a Supplemental Declaration of Covenants and Restrictions which shall extend the scheme of covenants and restrictions

BOOK 130 PAGE 407

of this Declaration to such property. Such Supplemental Declaration of Covenants and Restrictions may contain such complementary additions and modifications of such covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke the covenants contemplated by this Declaration within the Development.

ARTICLE III

Character of the Development

Section 1. In General. Every numbered lot in the Development, unless it is otherwise designated by the Developer, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots, except a single family dwelling house and such outbuildings as are usually accessory to a single family dwelling house. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded plats may be subject to other land use, including commercial, provided the same is consistent with the development of a planned community. The Developer reserves unto himself the right to change the character of the designated commercial or other land use at any time in the future, and, where necessary, to apply to the necessary governmental body for such reclassification, rezoning or variance of use as needed to accommodate the Developer's planned use.

Section 2. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any of the residential lots prior to the erection thereon of a single family dwelling house, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a residential lot under these restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation.

Section 3. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall

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be made by the Developer and such decision shall be binding upon all parties.

ARTICLE IV

Restrictions Re Construction Improvement and Maintenance

Section 1. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, garages, carports, accessory buildings, or basements shall be designated on the recorded plats of the sections within the Development.

Section 2. Residential Setback Requirements.

(a) Front Yards. The front building setback lines shall be all as set forth upon the plats of the Development.

(b) Cul De Sacs. If the particular lot abuts on a cul de sac, the front building setback line shall be as shown on the plat of that lot.

Section 3. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

Section 4. Time in Which to Build Structures. The time or times within which the owners of the residential lots within the Development must construct and complete, ready for habitation, houses on their lots after their purchase of the lot will be designated on the recorded plats of the section within the Development, or if no such designation is made, then within one year after purchase. If a house is not completed upon a lot within the prescribed time, the Developer shall have the right and option to repurchase for a price, in cash, equal to the owner's cost basis in the lot and the fair market value of such improvements, but not to exceed the owner's direct cost of such improvement.

Section 5. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

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Section 6. Maintenance of Lots and Improvements. The owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall:

- (a) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
- (b) Remove all debris or rubbish.
- (c) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
- (d) Cut down and remove dead trees.
- (e) Where applicable, prevent debris or foreign material from entering the Lake, or, when any such debris has entered the Lake from the lot, remove the same immediately.
- (f) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

Section 7. Developer's Right to Perform Certain Maintenance. In the event that the owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, the Developer shall have the right, but not the obligation, by and through his agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The cost therefor to Developer shall be collected in any reasonable manner from the owner. Neither the Developer nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

ARTICLE V

General Prohibitions

Section 1. In General. No noxious or offensive activities shall be carried on on any lot in the Development

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nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Development.

Section 2. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the Developer.

Section 3. Animals. No animals shall be kept or maintained on any lot in the Development, except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

Section 4. Vehicle Parking. No campers, trailers boats or similar vehicles shall be parked on any street in the Development. No truck shall be parked for overnight or longer storage on any lot in the Development, unless the same shall be parked in such a manner that it is not visible to the occupants of other lots in the Development or the users of any street in the Development.

Section 5. Garbage, Trash and Other Refuse. No owner of a lot in the Development 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 Section 6 below.

Section 6. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at anytime, except at the times when refuse collections are being made.

Section 7. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

Section 8. Trail Easements. The owner of any lot abutting a trail easement agrees to maintain a hedgerow or other screen in the manner and subject to the approval of the Developer, except to the extent the same are maintained by Village.

ARTICLE VI

Village Farms, Inc.

Section 1. Organization. In order to facilitate the management of the Development, Developer has caused to be organized an Indiana not-for-profit corporation, known as Village

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Farms, Inc.

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Section 2. Common Properties. Declarant may from time to time at Declarant's option convey the Common Properties or any part thereof to Village, and upon such conveyance all obligations of Declarant with respect to the Common Properties or any part thereof thus conveyed shall cease and terminate and Village shall assume the obligations and the management and operation of the same. The conveyance of the Common Properties by Declarant shall be made by quitclaim deed.

Section 3. Management. The corporation, together with the Developer, shall assume the management and operation of the Common Properties until such time as the Common Properties are conveyed to it, at which time the corporation shall assume the exclusive management and operation of the properties so conveyed.

Section 4. Membership. Membership in Corporation shall be restricted to persons, corporations, partnerships or other legal entities (hereinafter referred to as "Persons"), who are owners (legal or equitable) of numbered residential lots or unplatted land as are made subject to the Declaration of Covenants and Restrictions or any Supplemental Declaration under the provisions thereof in the Development or the Village of Mount Carmel.

Section 5. Voting Rights. Village shall have two (2) classes of voting members:

(a) Class A members who shall be entitled to one (1) vote for each numbered residential lot.

(b) Class B members shall be the Developer, or any person who shall hereafter succeed to the Developer's business and properties substantially as a whole. Class B members shall be entitled to four (4) votes for each numbered residential lot and four (4) votes for each one-half (1/2) acre of unplatted land, subject to this Declaration of Covenants and Restrictions.

Section 6. Creation of the Lien and Personal Obligation of Assessments. Class A members, except the builder-owner until the improvements are completed, hereby covenant for each lot owned by him within the Development, and each purchaser of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay Village: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The ann-

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ual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of the collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The Declarant and Class B members shall not be subject to assessment.

Section 7. Purpose of Assessments. The assessment levied by Village shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members, and in particular, for the improvement and maintenance of the facilities devoted to this purpose.

Section 8. Annual Assessments. The assessment year shall begin May 1st and end April 30th. The annual assessment for the assessment year commencing May 1, 1974, shall be \$120.00 per lot; for the assessment year commencing May 1, 1975, \$156.00 per lot; and for the assessment year commencing May 1, 1976, the annual assessment shall be \$192.00 per lot. Thereafter, the annual assessment may be increased or decreased only by a vote of the members. For any person becoming a member during an assessment year, the annual assessment for such year shall be prorated on a monthly basis to the month immediately following the month of membership.

Section 9. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 8 hereof, Village may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Village Properties, including the necessary fixtures and personal property related thereto; provided that, any such assessment shall have the assent of two-thirds of Class A and B members, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 10. Duties of the Board of Directors. The Board of Directors of Village shall prepare a roster of the properties and assessments applicable thereto and shall be kept in the office of Village and open to inspection by any member.

Written notice of the assessment shall thereupon be sent out to every owner subject thereto.

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Village shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of Village, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 11. Effect of Nonpayment of Assessments; the Personal Obligation of the Owner; the Lien Remedies of Village. If the assessments are not paid on the date or dates when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then owner, his heirs, devisees, successors and assigns.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and Village may bring an action at law against the owner personally obligated to pay the same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any subsequent assessment.

Section 13. "Junior Lien" Provisions. If any premises subject to the lien hereof shall become subject to the lien of a mortgage or deed of trust, (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage or deed of trust; and (2) the foreclosure of the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien hereof, but said charges as shall have accrued up to the date of foreclosure or the acceptance of a deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust with the foreclosure pur-

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BOOK _____ PAGE 142

chaser or deed in lieu, grantee taking title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE VIII

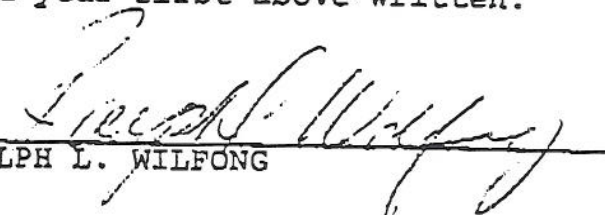
General Provisions

Section 1. Covenants to Run With Land. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Village, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by Village or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Declaration the day and year first above written.



RALPH L. WILFONG

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong, who acknowledged execution of the foregoing Declaration of Covenants and Restrictions.

Witness my hand and Notarial Seal this 13th day of November, 1973.

Margaret S. House
Margaret S. House, Notary Public

My Commission Expires:

December 22, 1974

This Instrument Recorded Nov. 14, 1973
JUNE M. HEDGES, RECORDER HAMILTON COUNTY, IND.

RECEIVED FOR RECORD
AT 10:30 O'CLOCK A M

NOV 14 1973

BOOK _____ PAGE _____
June M. Hedges
RECORDER HAMILTON COUNTY, INDIANA

For Supp. Decl. of Cov. & Rest.
See Bk. 162 Page 296
Recorded 9-11-80

For Supplementary Declaration
of Covenants & Restrictions
See Bk. 181 Pg. 540
Recorded 2-15-85

For Supplementary Declaration of Covenants & Restrictions
See 9108167 Rec. 4-12-91

3157

AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS BOOK 142 PAGE 188

The undersigned, being all the owners of real property subject to a certain Declaration of Covenants and Restrictions recorded November 14, 1973, concerning approximately 1,200 acres in The Village Farms community, desire to amend such Declarations of Covenants and Restrictions as follows:

Article VI Section 8, Annual Assessments is hereby amended by deleting Section 8 and restating the same as follows:

"The assessment year shall begin May 1st and end April 30th. The annual assessment for the assessment year commencing May 1, 1974, shall be \$120.00 per lot; for the assessment year commencing May 1, 1975, \$156.00 per lot; and for the assessment year commencing May 1, 1976, the annual assessment shall be \$192.00 per lot. Thereafter, the annual assessment may be increased or decreased by the board of directors of Village Farms, Inc."

The Declarations of Covenants and Restrictions is in all other respects approved and shall remain in full force and effect.

This document related to Document No. 9108167
7.7.98

This Instrument Recorded April 22, 1974
JUNE M. HEDGES, RECORDER HAMILTON COUNTY, IND.

RECEIVED FOR RECORD
AT 3:00 O'CLOCK P.M.

APR 22 1974

BOOK _____ PAGE _____
June M. Hedges
RECORDER HAMILTON COUNTY, INDIANA

IN WITNESS WHEREOF, the undersigned has executed
this Amendment the day and year first above written.

Ralph L. Wilfong
Ralph L. Wilfong

By: Michael Lauderbaugh
Lauderbaugh Construction, Inc.

By: Paul E. Estridge
Paul E. Estridge Co.

Larry LaMar
Larry LaMar

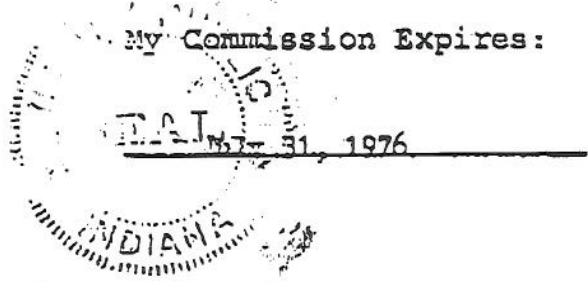
Louise LaMar
Louise LaMar

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County
and State, personally appeared Ralph L. Wilfong
who acknowledged execution of the foregoing Amendment
to Declaration of Covenants and Restrictions.

Witness my hand and Notarial Seal this 19th day
of April, 1974.

Patricia E. Neff
Patricia E. Neff, Notary Public



For Supplementary Declaration of Covenants & Restrictions
See 8708907 Recorded 4-21-87
See 8708908 " 4-21-87

For Supplementary Declaration of Covenants - Restrictions
see Instrument # 8820106

SUPPLEMENTARY DECLARATION
OF COVENANTS AND RESTRICTIONS

BOOK 162 PAGE 296

14027

The Declarant, as owner of Lots 207 to 245 inclusive and Lots 300 to 311 inclusive of The Village Farms, Fourth Section, which section was recorded May 28, 1980, Book 8, Pages 83-87, in the Office of the Recorder of Hamilton County; does hereby declare that said lots in the Fourth Section described above in The Village Farms, is and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration of Covenants and Restrictions by Declarant dated the 13th day of November, 1973, and recorded the 14th day of November, 1973, as Instrument Number 9420, in Book 140, Pages 403-415, in the Office of the Recorder of Hamilton County, and the Amendment thereto dated the 19th day of April, 1974, and recorded the 22nd day of April, 1974, as Instrument Number 3157, in Book 142, Pages 188-192, in the Office of the Recorder of Hamilton County, Indiana, which Declaration of Covenants and Restrictions and the Amendment thereto are incorporated herein by reference.

DATED this 4th day of September, 1980.

Ralph L. Wilfong
RALPH L. WILFONG, OWNER

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

This Instrument recorded Sept. 11 1980
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong, who acknowledged execution of the foregoing Supplementary Declaration of Covenants and Restrictions.

WITNESS my hand and Notarial Seal this 4th day of September, 1980.

Patricia E. Neff
(Signature) Patricia E. Neff, Notary Public
Resident of Marion County, Indiana

(Printed) NOTARY PUBLIC

My Commission Expires:

July 31, 1984

This instrument prepared by Willis K. Kunz, Attorney at Law.



RECEIVED
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HAMILTON CO., IND.

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SUPPLEMENTARY DECLARATION
OF COVENANTS AND RESTRICTIONS

BOOK 181 PAGE

The Declarant, as owner of Lots 312 to 357 inclusive of The Village Farms, Fifth Section, which section was recorded January 31, 1985, Book II, Pages 138-140, in the Office of the Recorder of Hamilton County; does hereby declare that said lots in the Fifth Section described above in The Village Farms, is and shall be held, transferred, sold, conveyed, or occupied subject to the Declaration of Covenants and Restrictions by Declarant dated the 13th day of November, 1973, and recorded the 14th day of November, 1973, as Instrument Number 9420, in Book 140, Pages 403-415, in the Office of the Recorder of Hamilton County, and the Amendment thereto dated the 19th day of April, 1974, and recorded the 22nd day of April, 1974, as Instrument Number 3157, in Book 142, Pages 188-192, in the Office of the Recorder of Hamilton County, Indiana, which Declaration of Covenants and Restrictions and the Amendment thereto are incorporated herein by reference.

DATED this 12th day of February, 1985.

Ralph L. Wilfong
RALPH L. WILFONG, OWNER

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong, who acknowledged execution of the foregoing Supplemental Declaration of Covenants and Restrictions.

WITNESS my hand and Notarial Seal this 12th day of February, 1985.

This Instrument Recorded Feb. 15 1985
Mary L. Clark, Recorder, Hamilton County, Ind.

Patricia R. Emmert
(Signature)
Resident of Marion County,

Patricia R. Emmert
(Printed) Notary Public



My Commission Expires:
July 31, 1989

This instrument prepared by Thomas L. Mattix, Attorney at Law, KUNZ and KUNZ, 320 N. Meridian St., #528, Indianapolis, IN 462

MISC. 181

840

13.00
②
2.00 + 11.00

9809855371

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

FOR VILLAGE FARMS, SECTION SIXTEEN

WHEREAS, the undersigned, Ralph L. Wilfong, II, the general partner of TWO GAITS DEVELOPMENT COMPANY, L.P., an Indiana limited partnership (hereinafter sometimes referred to as the "Declarant" and as the "Developer"), is the owner of Lots 670 through 696, inclusive in the Village Farms, Section Sixteen, which Section was recorded May 4, 1998, P.C. No. 2, Side No. 105, as Instrument No. 9809823272, in the Office of the Recorder of Hamilton County, Indiana (the "Lots"),

WHEREAS, the Declarant intends to develop the Village Farms, Section Sixteen in conformity with a common plan designed to preserve the value and qualities of the property, and

WHEREAS, in addition to the foregoing covenants and restrictions, the Declarant has or will declare the Lots subject to the Declaration of Covenants and Restrictions dated November 13, 1973, as Instrument No. 9420, in Book 140, Pages 403-415 in the Office of the Recorder of Hamilton County, and the various amendments and supplements thereto,

NOW, THEREFORE, Declarant declares that the Lots in Village Farms, Section Sixteen, shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject of the covenants and restrictions set forth below, expressly and exclusively for the use and benefit of each and every person or entity who now or in the future owns one or more parcels in Village Farms, Section Sixteen

1. Each Lot Owner shall be required to construct and maintain a sidewalk over and along the entire front boundary line of each Lot which sidewalk shall be completed prior to the time the residence on the Lot is first occupied and shall be constructed to the specifications designated and approved by the Developer

2. All Lot owners of all Lots must submit a landscaping plan detailing the treatment of the Lot acceptable to the Developer, which landscaping plan must be approved by the Developer at the time the plot plan is submitted to the Developer for approval. Subsequently all Lot owners of all Lots abutting a lake ("Lake Lots") shall also submit a landscaping plan detailing the treatment of the shoreline and the backyard of each lot

3. A silt fence must be erected adjacent to the shore line on all Lake Lots, which silt fence must be of a type and placed in a location which shall prevent the erosion of soil into the lake

4. In addition to any other restrictions relating to necessary outbuildings contained in the Village Farms Declaration of Covenants and Restrictions or in the plot restrictions, no accessory outbuilding of any kind shall be placed within fifty (50) feet of the shore line of any Lake Lot

5. No residence shall be erected or maintained on any Lake Lot in this subdivision having a ground area, exclusive of porches and garages, of less than 2,600 square feet in the case of one (1) story structures on the Lake Lot and 1,200 square feet in the case of higher structures. No residence shall be erected or maintained on any non Lake Lot in this subdivision having a ground area, exclusive of porches and garages, of less than 2,400 square feet in the case of one (1) story structures and 1,200 square feet in the case of higher structures

6. Each residence shall be wrapped in brick, stone, or stucco masonry products approved by the Developer on the first story

7. Three (3) hardwood trees each having a diameter of at least one to two (1" to 2") inches shall be planted and maintained at all times in the front yard of each Lot following the construction of the residence on such Lot

9809855371
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 10-01-1998 At 01:10 pm.
DEC COV RES 13.00

~~180932783~~

2809836763
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 07-07-1998 At 03:11 pm.
DEC COV RES 14.00

1400
①

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

TWO GAITS DEVELOPMENT COMPANY, L.P. an Indiana Partnership, as Owner of Lots 870 through 896, both inclusive of The Village Farms, Sixteenth Section, which section was recorded 5/4/98, P. C. No. 2, Slide No. 105, as Instrument No. 98-09823272, in the Office of the Recorder of Hamilton County, Indiana, and corrected in Certificate of Correction recorded 6/18/98 as Instrument No. 98-09833066, does hereby declare that said Lots in the Sixteenth Section, described above in The Village Farms, are and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration of Covenants and Restrictions dated November 13, 1973, as Instrument No. 9420, in Book 140, Pages 403-415 in the Office of the Recorder of Hamilton County, and the Amendment thereto dated April 19, 1974, and recorded April 22, 1974 as Instrument No. 1357, in Book 142, Pages 188-192, and an instrument dated 9/28/76 and recorded 9/29/76 in Miscellaneous Record 143, Page 817, and a Supplementary Declaration of Covenants and Restrictions dated July 20, 1993 and recorded July 22, 1993 as Instrument #9334709, in the Office of the Recorder of Hamilton County, Indiana, which Declaration of Covenants and Restrictions and the various Amendments thereto are incorporated herein by Reference.

By virtue of this Supplementary Declaration, the Owners of the aforementioned lots shall be entitled to membership in Village Farms, Inc., an Indiana Not-For-Profit Corporation, all as set forth in a certain "Agreement for Establishment of Membership Area," recorded March 21, 1985, at Book 182, Page 178, in the Office of the Recorder of Hamilton County, Indiana.

DATED THIS 1st day of July, 1998.

TWO GAITS DEVELOPMENT COMPANY, L.P.

By: [Signature]
R. L. Wilfong, II, General Partner

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared R. L. Wilfong, II, as General Partner of Two Gaits Development Company, L.P., an Indiana Partnership, and who, being first duly sworn upon his oath, acknowledged execution of the foregoing Supplementary Declaration of Covenants and Restrictions on behalf of said partnership.

WITNESS my Hand and Seal this 1st day of July, 1998.
My Commission expires: July 10, 2000.

[Signature]
Douglas D. Elmore, Notary Public
Resident of Hendricks County, Indiana



This instrument prepared by R. L. Wilfong, II.
Return to: P. O. Box 1009, Carmel, IN 46032.

1200
②

6985721922

**AMENDMENT TO SUPPLEMENTARY
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR VILLAGE FARMS, SECTION FIFTEEN**

This Amendment is made for the purpose of correcting an error made in the Supplementary Declaration of Covenants and Restrictions for Village Farms, Section Fifteen (the "Supplementary Declaration") filed on May 16, 1997, in the Office of the Recorder of Hamilton County as Instrument No. 9709718969 by Ralph L. Wilfong, II, as General Partner of Two Gaits Development Company, L.P., an Indiana limited partnership (the "Declarant"), the owner of Lots 627 through 665 inclusive and 667 through 669 inclusive in the Village Farms, Section Fifteen.

NOW, THEREFORE, the Declarant declares that the Supplementary Declaration be amended as follows:

1. Paragraph 7 of the Supplementary Declaration shall be amended to read as follows:

"Three (3) hardwood trees each having a diameter of at least two (2) inches shall be planted and maintained at all times in the front yard of each Lot following construction of a residence on such Lot."

2. All other provisions of the Supplementary Declaration shall remain in full force and effect.

TWO GAITS DEVELOPMENT COMPANY, L.P.

By: R L Wilfong II
Ralph L. Wilfong, II, General Partner

STATE OF INDIANA)
) SS:
COUNTY OF HEPICKS)

Subscribed and sworn to before me, a notary public in and for said county and state, personally appeared Ralph L. Wilfong, II, the General Partner of Two Gaits Development Company, L.P., who acknowledged the execution of the foregoing document.

4985718598

9709718970
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 MARY L CLARK
 On 05-16-1997 At 10:26 am.
 DEC COV RES 10.00

10m
 C

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

TWO GAITS DEVELOPMENT COMPANY, L.P. an Indiana Partnership, as Owner of Lots 627 through 665 and 667 through 669, both inclusive of The Village Farms, Fifteenth Section, which section was recorded 5-16-97 P.C. No. 1, Slide No. 717, as Instrument No. 9718970 in the Office of the Recorder of Hamilton County, Indiana, does hereby declare that said lots in the Fifteenth Section, described above in The Village Farms, are and shall be held transferred, sold, conveyed, and occupied subject to the Declaration of Covenants and Restrictions dated November 13, 1973, as Instrument No. 9420, in Book 140, Pages 403-415, in the Office of the Recorder of Hamilton County, and the Amendment thereto dated April 18, 1974, and recorded April 22, 1974 as Instrument No. 1357, in Book 142, Pages 188-192, and an instrument dated 9/28/76 and recorded 9/29/76 in Miscellaneous Record 149, Page 617, and a Supplementary Declaration of Covenants and Restrictions dated July 20, 1993 and recorded July 22, 1993 as Instrument #9334709, in the Office of the Recorder of Hamilton County, Indiana, which Declaration of Covenants and Restrictions and the various Amendments thereto are incorporated herein by Reference.

By virtue of this Supplementary Declaration, the Owners of the aforementioned lots shall be entitled to membership in Village Farms, Inc., an Indiana not-for-profit corporation, all as set forth in a certain "Agreement for Establishment of Membership Area," recorded March 21, 1985, at Book 182, pages 178, in the Office of the Recorder of Hamilton County, Indiana.

DATED this 15th day of May, 1997.

TWO GAITS DEVELOPMENT COMPANY, L.P.

By: R. L. Wilfong, II
 R. L. Wilfong, II, General Partner

STATE OF INDIANA)
) SS:
 COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared R. L. Wilfong, II, as General Partner of Two Gaits Development Company, L.P., an Indiana Partnership, and who, being first duly sworn upon his oath, acknowledged execution of the foregoing Supplementary Declaration of Covenants and Restrictions on behalf of said partnership.

WITNESS my hand and Seal this 15th day of May, 1997.

My Commission expires: July 31, 2000. Patricia R. Emmert
 Patricia R. Emmert, Notary Public
 Resident of Hamilton County, Indiana.

This instrument prepared by R. L. Wilfong, II
 Return to: P. O. Box 1009, Carmel, IN 46032.

MAY-15-97 THU 12:53

KUNZ & OPPERMAN

FAX NO. 317 884 6061

P. 02

Instrument
9709718969

14.00
③

**SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
FOR VILLAGE FARMS, SECTION FIFTEEN**

WHEREAS, the undersigned, Ralph L. Wilfong, II, the general partner of TWO GAITS DEVELOPMENT COMPANY, L.P., an Indiana limited partnership (hereinafter sometimes referred to as the "Declarant" and as the "Developer"), is the owner of Lots 627 through 685, inclusive and Lots 667 through 669, inclusive in the Village Farms, Section Fifteen, which section was recorded 5-14-97 Instrument No. 9718969 P.C. No. 1 Slide No. 111 as Indiana (the "Lots");

WHEREAS, the Declarant intends to develop the Village Farms, Section Fifteen in conformity with a common plan designed to preserve the value and qualities of the property; and

WHEREAS, in addition to the foregoing covenants and restrictions, the Declarant has or will declare the Lots subject to the Declaration of Covenants and Restrictions dated November 13, 1973, as Instrument No. 8420, in Book 140, Pages 403-415 in the Office of the Recorder of Hamilton County, and the various amendments and supplements thereto;

NOW, THEREFORE, Declarant declares that the Lots in Village Farms, Section Fifteen, shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject of the covenants and restrictions set forth below, expressly and exclusively for the use and benefit of each and every person or entity who now or in the future owns one of more parcels in Village Farms, Section Fifteen.

1. Each Lot Owner shall be required to construct and maintain a sidewalk over and along the entire front boundary line of each Lot which sidewalk shall be completed prior to the time the residence on the Lot is first occupied and shall be constructed to the specifications designated and approved by the Developer.

2. All Lot owners of all Lots abutting a lake ("Lake Lots") must submit a landscaping plan detailing the treatment of the shoreline and the back yard of each Lake Lot acceptable to the Developer, which landscaping plan must be approved by the Developer at the time the plot plan is submitted to the Developer for approval.

3. A slit fence must be erected adjacent to the shore line on all Lake Lots, which slit fence must be of a type and placed in a location which shall prevent the erosion of soil into the lake.

4. In addition to any other restrictions relating to accessory outbuildings contained in the Village Farms Declaration of Covenants and Restrictions or in the plat restrictions, no accessory outbuilding of any kind shall be placed within fifty (50) feet of the shore line of any Lake Lot.

5. No residence shall be erected or maintained on any Lot in this subdivision having a ground area, exclusive of porches and garages, of less than 2000 square feet in the case of one (1) story structures and 1200 square feet in the case of higher structures.

6. Each residence shall be wrapped in brick on the first story.

9709718969
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 05-14-1997 At 10:26 am.
DEC COV RES 14.00

ACCOM

9504527

800
①

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

VILLAGE FARMS SOUTH, an Indiana Partnership, as Owner of Lots 609 through 628, both inclusive of The Village Farms, Fourteenth Section, which section was recorded November 17, 1994, P.C. No. 1, Slide No. 491, as Instrument No. 94-47888, in the Office of the recorder of Hamilton County, Indiana, does hereby declare that said lots in the Fourteenth Section, described above in The Village Farms, are and shall be held transferred, sold, conveyed, and occupied subject to the Declaration of Covenants and Restrictions dated November 13, 1973, as Instrument No. 8420, in Book 140, Pages 403-415, in the Office of the Recorder of Hamilton County, and the Amendment thereto dated April 19, 1974, and recorded April 22, 1974 as Instrument No. 1357, in Book 142, Pages 188-192, in the Office of the Recorder of Hamilton County, Indiana, which Declaration of Covenants and Restrictions and the Amendment thereto are incorporated herein by Reference.

By virtue of this Supplementary Declaration, the Owners of the aforementioned lots shall be entitled to membership in Village Farms, Inc., an Indiana not-for-profit corporation, all as set forth in a certain "Agreement for Establishment of Membership Area," recorded March 21, 1985, at Book 182, pages 178, in the Office of the Recorder of Hamilton County, Indiana.

DATED this 8th day of February, 1995.

VILLAGE FARMS SOUTH

By: Ralph L. Wilfong II
Ralph L. Wilfong, II, Attorney-In-Fact
Pursuant to General Power of Attorney,
Instrument #8108166 recorded Hamilton
County, Indiana.

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:
Mary H. Clark
HAMILTON COUNTY RECORDER

Before me, a Notary Public in and for said county and state, personally appeared Ralph L. Wilfong, II, the Attorney-In-Fact for Village Farms South, an Indiana Partnership, and who, being first duly sworn upon his oath, acknowledged execution of the foregoing Supplementary Declaration of Covenants and Restrictions on behalf of said partnership.

WITNESS my hand and Seal this 8th day of February, 1995.

My Commission expires: July 31, 1996

Patricia R. Emmert
Patricia R. Emmert, Notary Public
Resident of Hamilton County, Indiana.

This instrument prepared by Ralph L. Wilfong, II
Return to: P. O. Box 1009, Carmel, IN 46032

9355788

AMENDMENT TO THE
DECLARATION OF COVENANTS
AND RESTRICTIONS
VILLAGE FARMS

RECEIVED
FOR RECORD
93 NOV 12 PM 2:1
SHARON K. CHERRY
RECORDER
HAMILTON CO. IN

Pursuant to Article VIII Section 1, of the Declaration of Covenants and Restrictions dated November 13, 1973, and recorded November 14, 1973, as Instrument Number 9420 in Book 146, page 403, as amended, which Declaration of Covenants and Restrictions is herein referred to as the "Covenants", the undersigned, representing a majority of the owners of the lots subject to the Covenants hereby agree to change the Covenants as follows:

Article V General Prohibitions is hereby amended by the deletion of the original language contained in Section 4. Vehicle Parking and the substitution and addition of the following language:

Section 4. Vehicle Parking, Storage. No trucks, campers, trailers, boats, recreational vehicles or similar vehicles shall be parked on any street in the Development. No campers, trailers, boats, recreational vehicles, trucks (other than pickup trucks used as the primary source of transportation of the owners of the lot) shall be stored on any lot in the development, except in an attached enclosed garage, unless the same is parked in such a manner that it is not visible to occupants of other lots in the Development or the users of any street in the Development. A vehicle described above shall be considered stored on a lot if it is parked for more than sixteen (16) consecutive days and/or parked for more than thirty-two (32) days during any calendar year on any lot in the Development.

It is understood and agreed that the deletion of the covenant language in Article V Section 4, is dependent upon the addition, substitution and enforceability of the new language set forth above. To the extent that the new language is unenforceable against a lot owner, the language contained in Article V Section 4, prior to this amendment shall remain in full force and effect as to said lot owner.

This Instrument Recorded 11-12-1993
Sharon K. Cherry, Recorder, Hamilton County, IN

9355788

9355787

AMENDMENT TO THE
DECLARATION OF COVENANTS
AND RESTRICTIONS
VILLAGE FARMS

114
RECEIVED
FOR RECORD
93 NOV 12 PM 2:08
SHARON K. CHERRY
RECORDER
HAMILTON CO. IN

Pursuant to Article VIII Section 1 of the Declaration of Covenants and Restrictions dated November 13, 1973, and recorded November 14, 1973, as Instrument Number 9420 in Book 140, page 403, as amended, which Declaration of Covenants and Restrictions is herein referred to as the "Covenants", the undersigned, representing a majority of the owners of the lots subject to the Covenants hereby agree to change the Covenants as follows:

ARTICLE V General Prohibitions is hereby amended by adding the following Section 9:

Section 9. Restrictions to Satellite Dishes and Antenna. Satellite dishes exceeding forty-eight (48) inches in diameter, pole type television and/or radio antenna and other similar apparatus are prohibited unless they are installed and operational prior to November 14, 1993. Each lot in the Development is allowed a maximum of one (1) satellite receptor for television/radio provided that it is forty-eight (48) inches or less in diameter, it is installed no higher than the eave of a roof line, it is located no further than ten (10) feet from the back of the residential dwelling, it is not placed in any side yard and it is erected so that it is not visible from the front yard of the residence.

All other provisions of the Covenants which are not specifically amended by this or similar instrument shall remain in full force and effect.

The undersigned have executed this Amendment as of the date so indicated:

<u>Signature</u>	<u>Printed Name and Address</u>	<u>Date</u>
<u>Jan Holtz</u>	<u>Jan Holtz</u>	<u>10-12-93</u>
<u>Douglas J. Holtz</u>	<u>135 Senator Way</u> <u>Carmel, IN 46032</u>	
<u>[Signature]</u>	<u>[Signature]</u>	<u>10-12-93</u>
	<u>Mr. [Signature]</u> <u>Carmel, IN 46032</u>	

11-12-1993

9355787

9355786

AMENDMENT TO THE
DECLARATION OF COVENANTS
AND RESTRICTIONS
VILLAGE FARMS

RECEIVED
FOR RECORD

93 NOV 12 PM 2:08

SHARON K. CHERRY
RECORDER
HAMILTON CO. IN

Pursuant to Article VIII Section 1. of the Declaration of Covenants and Restrictions dated November 13, 1973, and recorded November 14, 1973, as Instrument Number 9420 in Book 140, page 403, as amended, which Declaration of Covenants and Restrictions is herein referred to as the "Covenants", the undersigned, representing a majority of the owners of the lots subject to the Covenants hereby agree to change the Covenants as follows:

Article IV Restrictions Re Construction Improvement and Maintenance is hereby amended by adding the following Section 8:

Section 8. Accessory Outbuilding Restrictions.

Each lot in the Development is allowed a maximum of one (1) single story accessory outbuilding. Accessory outbuildings which are not constructed and located on a lot in the Development prior to November 14, 1993, may not exceed two hundred (200) square feet of ground area, with a maximum side wall length of twenty (20) feet and a minimum side wall length of eight (8) feet. The color of the accessory outbuilding shall be the same as the primary color of the residence on the lot. The roof color of the accessory outbuilding shall be consistent with the residence on the lot. Accessory outbuildings shall be located within the building setback lines as set forth in the plat and further shall be located behind the backline of the residence.

All other provisions of the Covenants which are not specifically amended by this or similar instrument shall remain in full force and effect.

The undersigned have executed this Amendment as of the date so indicated:

<u>Signature</u>	<u>Printed Name and Address</u>	<u>Date</u>
<u>+ [Signature]</u>	<u>P. W. Simpson</u> <u>1490. Amity Ct.</u> <u>Carmel, IN</u> <u>46032</u>	<u>10/9/93</u>
<u>[Signature]</u>	<u>1491 Amity Ct.</u> <u>Carmel IN</u> <u>46032-5131</u>	<u>10/9/93</u>

This Instrument Recorded 11-12-1993
Sharon K. Cherry, Recorder, Hamilton County, IN

REC'D # 9355786

9355785

AMENDMENT TO THE
DECLARATION OF COVENANTS
AND RESTRICTIONS
VILLAGE FARMS

RECEIVED
FOR RECORD
93 NOV 12 PM 2:08
SHARON K. CHERRY
RECORDER
HAMILTON CO. IN

Pursuant to Article VIII Section 1 of the Declaration of Covenants and Restrictions dated November 13, 1973, and recorded November 14, 1973, as Instrument Number 9420 in Book 140, page 403, as amended, which Declaration of Covenants and Restrictions is herein referred to as the "Covenants", the undersigned, representing a majority of the owners of the lots subject to the Covenants hereby agree to change the Covenants as follows:

Article VI Village Farms, Inc. is hereby amended by adding the following language to Section 7. Purpose of Assessments:

Annual Assessments shall be expended to defray the annual operating expenses of the Village as set forth in the Village's annual budget, which budget is approved as required by the Village By-Laws. In addition, Annual Assessments may be used, at the discretion of the Village Board of Directors, to defray unbudgeted emergency expenses for repairs or maintenance provided that an adequate reserve for such expense does not exist and the Board of Directors determine that the Village has, and will continue to have, adequate funds available either on hand or through borrowing to cover such expenditures without the need of a Special Assessment. In addition, Annual Assessments may be expended, at the discretion of the Village Board of Directors, either directly or through reserves established by the Board of Directors, for such items including, but not limited to: debt service; debt retirement; capital improvements; replacements; renovations; refurbishing; furnishings; and/or repairs, provided that the above expenditures are included in the annual budget of the Village, which budget is approved as required by the Village By-Laws.

All other provisions of the Covenants which are not specifically amended by this or similar instrument shall remain in full force and effect.

This Instrument Recorded 11-12-1993
Sharon K. Cherry, Recorder, Hamilton County, IN

INSTR # 93 55785

9355784

AMENDMENT TO THE
DECLARATION OF COVENANTS
AND RESTRICTIONS
VILLAGE FARMS

RECEIVED
FOR RECORD
93 NOV 12 PM 2:07
SHARON K. CHERRY
RECORDER
HAMILTON CO. IN

Pursuant to Article VIII Section 1. of the Declaration of Covenants and Restrictions dated November 13, 1973, and recorded November 14, 1973, as Instrument Number 9420 in Book 140, page 403, as amended, which Declaration of Covenants and Restrictions is herein referred to as the "Covenants", the undersigned, representing a majority of the owners of the lots subject to the Covenants hereby agree to change the Covenants as follows:

Article IV Restrictions Re Construction Improvement and Maintenance is hereby amended by adding the following Section 10:

Section 10. Restrictions on Swimming Pools. All swimming pools and associated decks constructed after November 13, 1993, shall be located within a side or rear yard, shall not be located closer than ten (10) feet to the lot line and shall not project more than two (2) feet above the established grade. After November 13, 1993, no above ground swimming pool shall be constructed upon, placed or replaced on any lot in the Development.

All other provisions of the Covenants which are not specifically amended by this or similar instrument shall remain in full force and effect.

The undersigned have executed this Amendment as of the date so indicated:

<u>Signature</u>	<u>Printed Name and Address</u>	<u>Date</u>
<u>Jan Holtz</u> <u>Jan Holtz</u>	<u>Jan Holtz</u> <u>135 Senator Way</u> <u>Carmel IN 46032</u>	<u>10-12-93</u>
<u>[Signature]</u>	<u>Jan Lower</u>	<u>10-12-93</u>
<u>[Signature]</u> <u>Kristine Grider</u>	<u>112 Senator Way</u> <u>Carmel, IN 46032</u> <u>Kristine Grider</u> <u>LARRY P. GRIDER</u> <u>112 SENATOR WAY</u> <u>CARMEL IN 46032</u>	<u>12-12-93</u>

This Instrument Executed 11-12-1993

INSTR # 9355784

9334709

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

VILLAGE FARMS SOUTH, an Indiana Partnership, as Owner of Lots 583 through 608, both inclusive, of The Village Farms, Twelfth Section, which section was recorded July 8, 1993, P.C. No. 1, Slide No. 328, as Instrument No. 93-32688, in the Office of the Recorder of Hamilton County, Indiana, does hereby declare that said lots in the Twelfth Section, described above in The Village Farms, are and shall be held transferred, sold, conveyed, and occupied subject to the Declaration of Covenants and Restrictions dated November 13, 1973, as Instrument No. 9420, in Book 140, Pages 403-415, in the Office of the Recorder of Hamilton County, and the Amendment thereto dated April 19, 1974, and recorded April 22, 1974 as Instrument No. 1387, in Book 142, Pages 188-192, in the Office of the Recorder of Hamilton County, Indiana, which Declaration of Covenants and Restrictions and the Amendment thereto are incorporated herein by reference.

By virtue of this Supplementary Declaration, the Owners of the aforementioned lots shall be entitled to membership in Village Farms, Inc., an Indiana not-for-profit corporation, all as set forth in a certain "Agreement for Establishment of Membership Area," recorded March 21, 1985, at Book 182, page 178, in the Office of the Recorder of Hamilton County, Indiana.

DATED this 20th day of July, 1993.

VILLAGE FARMS SOUTH

By: Ralph L. Wilfong, II
Ralph L. Wilfong, II
Attorney-In-Fact

RECEIVED
JUL 22 AM 11:07
COUNTY CLERK
HAMILTON COUNTY, INDIANA
STATE OF INDIANA
COUNTY OF HAMILTON

) This Instrument Recorded 7-22-1993
) SS: Garth K. Cherry, Recorder, Hamilton County

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY appeared Ralph L. Wilfong, II, the Attorney-In-Fact for Village Farms South, an Indiana Partnership, and who, being first duly sworn upon his oath, acknowledged execution of the foregoing Supplementary Declaration of Covenants and Restrictions on behalf of said partnership



WITNESS my hand and Seal this 20th day of July, 1993.

Patricia R. Emmert
Patricia R. Emmert, Notary Public
Resident of Hamilton County, Indiana.

Commission expires: July 31, 1998

This instrument prepared by Ralph L. Wilfong, II.

Return to: 1350 Greyhound Court, Carmel, In 46032



9223968

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

VILLAGE FARMS SOUTH, an Indiana Partnership, as Owner of Lots 822 through 831 both inclusive and Lots 838 through 841 both inclusive, of The Village Farms Eleventh Section, which section was recorded June 18, 1992, P.C. No. 1, Slide No. 23 as Instrument No. 92-23279, in the Office of the Recorder of Hamilton County, Indiana does hereby declare that said lots in the Eleventh Section, described above in The Village Farms, are and shall be held transferred, sold, conveyed, and occupied subject to the Declaration of Covenants and Restrictions dated November 13, 1973, as Instrument No. 9420, in Book 140, pages 403-415, in the Office of the Recorder of Hamilton County, and the Amendment thereto dated April 19, 1974, and recorded April 22, 1974 as Instrument No. 1357, in Book 142, pages 188-192, in the Office of the Recorder of Hamilton County, Indiana, which Declaration of Covenants and Restrictions and the Amendment thereto are incorporated herein by reference.

By virtue of this Supplementary Declaration, the owners of the aforementioned lots shall be entitled to membership in Village Farms, Inc., an Indiana not-for-profit corporation, all as set forth in a certain "Agreement for Establishment of Membership Area," recorded March 21, 1985, at Book 182, pages 178, in the Office of the Recorder of Hamilton County, Indiana.

DATED this 24th day of June, 1992.

RECEIVED FOR RECORD

92 JUN 25 AM 11:17

HAMILTON CO. IN

VILLAGE FARMS SOUTH

By: Ralph L. Wilfong II
Ralph L. Wilfong, II
Attorney-in-Fact

STATE OF INDIANA)

COUNTY OF HAMILTON)

SS:

This Instrument Recorded 6-25 1302
Baron K. Cherry, Recorder, Hamilton County, Indiana

Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong, II, the Attorney-in-Fact for Village Farms South, an Indiana Partnership, and who, being first duly sworn upon his oath, acknowledged execution of the foregoing Supplementary Declaration of Covenants and Restrictions on behalf of said partnership

WITNESS my hand and Seal this 24th day of June, 1992.



Patricia R. Emert
Notary Public

Printed Patricia R. Emert

My County of Residence: Hamilton

This instrument prepared by Ralph L. Wilfong, II.
Return to: 1380 Grayhound Court, Carmel, IN 46032

9202607063

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

9123845

VILLAGE FARMS SOUTH, an Indiana partnership, as owner of Lots 520 and 521, and Lots 542 through 552 inclusive, of The Village Farms, Tenth Section, which section was recorded August 15, 1991, P.C. No. 1, Slide No. 179, as Instrument No. 81-21235, in the Office of the Recorder of Hamilton County, Indiana, does hereby declare that said lots in the Tenth Section, described above in The Village Farms, are and shall be held transferred, sold, conveyed, and occupied subject to the Declaration of Covenants and Restrictions dated November 13, 1973, as Instrument No. 8420, in Book 140, pages 403-415, in the Office of the Recorder of Hamilton County, and the Amendment thereto dated April 19, 1974, and recorded April 22, 1974 as Instrument No. 1357, in Book 142, pages 188-192, in the Office of the Recorder of Hamilton County, Indiana, which Declaration of Covenants and Restrictions and the Amendment thereto are incorporated herein by reference.

By virtue of this Supplementary Declaration, the owners of the aforementioned lots shall be entitled to membership in Village Farms, Inc., an Indiana not-for-profit corporation, all as set forth in a certain "Agreement for Establishment of Membership Area," recorded March 21, 1988, at Book 182, page 178, in the Office of the Recorder of Hamilton County, Indiana.

DATED this 4th day of September, 1991.

RECEIVED
FOR RECORD
SEP 9 4 2: 5
HAMILTON CO. IN

VILLAGE FARMS SOUTH

By: Ralph L. Wilfong II
Ralph L. Wilfong, II
Attorney-in-Fact

STATE OF INDIANA)
COUNTY OF HAMILTON)

SS:

This Instrument Recorded 9-9 1991
Sharon K. Cherry, Recorder, Hamilton County, Indiana

Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong, II, the Attorney-in-Fact for Village Farms South, an Indiana Partnership, and who, being first duly sworn upon his oath, acknowledged execution of the foregoing Supplementary Declaration of Covenants and Restrictions on behalf of said partnership.

WITNESS my hand and Seal this 4th day of September, 1991.



Patricia R. Emmert
Notary Public

Printed Patricia R. Emmert

My County of Residence: Hamilton

My Commission Expires:

SEP 30 1992

This instrument prepared by Ralph L. Wilfong, II.

9108167

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

VILLAGE FARMS SOUTH, an Indiana partnership, as owner of Lots 477 through 491 inclusive, Lots 516 through 519 inclusive, Lots 534 and 535, and Lots 563 through 562 inclusive, of The Village Farms, Ninth Section, which section was recorded March 22, 1991, P.C. No. 1, Slide No. 158, as Instrument No. 91-06210, in the Office of the Recorder of Hamilton County, Indiana, does hereby declare that said lots in the Ninth Section, described above in The Village Farms, are and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration of Covenants and Restrictions dated November 13, 1973, as Instrument No. 9420, in Book 140, pages 403-415, in the Office of the Recorder of Hamilton County, and the Amendment thereto dated April 19, 1974, and recorded April 22, 1974, as Instrument No. 1357, in Book 142, pages 188-192, in the Office of the Recorder of Hamilton County, Indiana, which Declaration of Covenants and Restrictions and the Amendment thereto are incorporated herein by reference.

By virtue of this Supplementary Declaration, the owners of the aforementioned lots shall be entitled to membership in Village Farms, Inc., an Indiana not-for-profit corporation, all as set forth in a certain "Agreement for Establishment of Membership Area," recorded March 21, 1985, at Book 182, page 178, in the Office of the Recorder of Hamilton County, Indiana.

DATED this 1st day of April, 1991.

VILLAGE FARMS SOUTH

By Ralph L. Wilfong, II
Ralph L. Wilfong, II
Attorney-in-Fact

HAMILTON COUNTY IN

31 APR 12 49:31

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

This Instrument Recorded 4-12 1991
Sharon K. Cherry, Recorder, Hamilton County, IN

Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong, II, the Attorney-in-Fact for Village Farms South, an Indiana partnership, and who, being first duly sworn upon his oath, acknowledged execution of the foregoing Supplementary Declaration of Covenants and Restrictions on behalf of said corporation.

WITNESS my hand and Seal this 1st day of April, 1991.

PATRICIA E. KENNERT
NOTARY PUBLIC STATE OF INDIANA
HAMILTON COUNTY
MY COMMISSION EXPIRES JULY 31, 1992

Patricia E. Kennert
Notary Public

Printed _____
My County of Residence _____

My Commission Expires _____

This instrument prepared by Kathryn M. Kuntz, Attorney at Law, KUNZ & KUNZ, 320 North Meridian Street, #528, Indianapolis, IN 46204
MISCDOCS\1385SUPPL1.cdv/ded

INSTD # 9108167

8820106

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

Village Farms West, an Indiana partnership, as owner of Lots 482-515 inclusive of The Village Farms, Eighth Section, which section was recorded September 20, 1988, Plat Book 18, Pages 57-59, as Instrument No. 88-20009, in the Office of the Recorder of Hamilton County, Indiana, does hereby declare that said lots in the Eighth Section described above in The Village Farms, are and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration of Covenants and Restrictions dated November 13, 1973, and recorded November 14, 1973, as Instrument No. 8420, in Book 140, Pages 403-415, in the Office of the Recorder of Hamilton County, and the Amendment thereto dated April 18, 1974, and recorded April 22, 1974, as Instrument No. 1357, in Book 142, Pages 188-192, in the Office of the Recorder of Hamilton County, Indiana, which Declaration of Covenants and Restrictions and the Amendment thereto are incorporated herein by reference.

By virtue of this Supplementary Declaration, the owners of the afore-mentioned lots shall be entitled to membership in Village Farms, Inc., an Indiana not-for-profit corporation, all as set forth in a certain "Agreement for Establishment of Membership Area" recorded March 21, 1985, at Book 182, Page 178, in the Office of the Recorder of Hamilton County, Indiana.

DATED this 21st day of September, 1988.

VILLAGE FARMS WEST

BY: Ralph L. Wilfong, II
RALPH L. WILFONG, II, General Partner

RECEIVED
FOR RECORDING

SEP 21 11 40 AM '88
SHARON K. CHERRY
RECORDER
HAMILTON COUNTY, IN

STATE OF INDIANA) This Instrument Recorded 9-21 1988
) SS: Sharon K. Cherry, Recorder Hamilton County, IN
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong, II as a General Partner of Village Farms West, an Indiana partnership, who acknowledged execution of the foregoing Supplementary Declaration of Covenants and Restrictions.

WITNESS my Hand and Seal this 21st day of September, 1988.

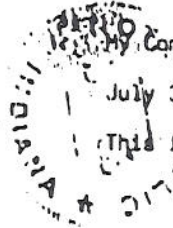
My Commission Expires:

July 31, 1992

Patricia R. Emmert
Patricia R. Emmert, Notary Public

My County of Residence is Hamilton.

This instrument prepared by Kathryn M. Kunz, Attorney at Law.



8803568

SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

Village Farms West, an Indiana partnership, as owner of all of the lots of The Village Farms, Seventh Section, which section was recorded November 19, 1987, Book 15, pages 1-5, as Instrument No. 87-47875, in the Office of the Recorder of Hamilton County, does hereby declare that all lots in the Seventh Section described above in The Village Farms, are and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration of Covenants and Restrictions dated the 13th day of November, 1973, and recorded the 14th day of November, 1973, as Instrument Number 7420, in Book 140, Pages 403-413, in the Office of the Recorder of Hamilton County, and the Amendment thereto dated the 19th day of April, 1974, and recorded the 22nd day of April, 1974, as Instrument Number 1357, in Book 142, Pages 188-192, in the Office of the Recorder of Hamilton County, Indiana, which Declaration of Covenants and Restrictions and the Amendment thereto are incorporated herein by reference.

By virtue of this Supplementary Declaration, the owners of the aforementioned lots shall be entitled to membership in Village Farms, Inc., an Indiana not-for-profit corporation, all as set forth in a certain "Agreement for Establishment of Membership Area" recorded March 21, 1985 at Book 182 Page 178 in the Office of the Recorder of Hamilton County, Indiana.

Dated this 1st day of March, 1988.

VILLAGE FARMS WEST

This Instrument Recorded MAR 1 1988
Sharon K. Cherry, Recorder, Hamilton County, IN

By Ralph L. Wilfong
Ralph L. Wilfong, General Partner

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said Hamilton County State, personally appeared Ralph L. Wilfong, who acknowledged execution of the foregoing Supplementary Declaration of Covenants and Restrictions as a General Partner of Village Farms West, an Indiana partnership.

WITNESS my hand and Notarial Seal this 1st day of March, 1988.

Patricia R. Emmert
Notary Public

Patricia R. Emmert
Printed

My County of Residence is:
Hamilton



This instrument prepared by Kathryn M. Kunz, Attorney at Law.

RECEIVED FOR RECORD
MAR 1 11 20 1988
SHARON K. CHERRY
RECORDER
HAMILTON COUNTY
INDIANA

8708907

SUPPLEMENTARY DECLARATION
OF COVENANTS AND RESTRICTIONS

Village Farms West, an Indiana partnership as owner of Lots 358 to 417 inclusive of The Village Farms, Sixth Section, which section was recorded March 31, 1987 as Instrument Number 870-7016, Book 13, pages 131-133 in the Office of the Recorder of Hamilton County; does hereby declare that said lots in the Sixth Section described above in The Village Farms, is and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration of Covenants and Restrictions dated the 13th day of November, 1973, and recorded the 14th day of November, 1973, as Instrument Number 9420, in Book 140, Pages 403-415, in the Office of the Recorder of Hamilton County, and the Amendment thereto dated the 19th day of April, 1974, and recorded the 22nd day of April, 1974, as Instrument Number 3157, in Book 142, Pages 188-192, in the Office of the Recorder of Hamilton County, Indiana, which Declaration of Covenants and Restrictions and the Amendment thereto are incorporated herein by reference.

By virtue of this Supplementary Declaration, the owners of the aforementioned lots shall be entitled to membership in Village Farms, Inc., an Indiana not-for-profit corporation, all as set forth in a certain "Agreement for Establishment of Membership Area" recorded March 21, 1985 at Book 182 Page 178 in the Office of the Recorder of Hamilton County, Indiana.

Dated this 30th day of April, 1987.

This Instrument Recorded 4. 21 1987
Sharon K. Cherry, Recorder, Hamilton County, Ind.

VILLAGE FARMS WEST
By Ralph L. Wilfong
Ralph L. Wilfong, General Partner

RECEIVED
FOR RECORD
APR 21 12 11 PM
SHARON K. CHERRY
RECORDER
HAMILTON CO. IN.

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong, who acknowledged execution of the foregoing Supplementary Declaration of Covenants and Restrictions as a General Partner of Village Farms West, an Indiana partnership.

Witness my hand and Notarial Seal this 30th day of April, 1987.



Patricia E. Emmert
Patricia E. Emmert, Notary Public
My Commission Expires 7-31-88
Resident of Marion County

This instrument prepared by Thomas L. Mattix, Attorney at Law

INDEXED # 07 0007

SUPPLEMENTARY DECLARATION
OF COVENANTS AND RESTRICTIONS

2743

BOOK 149 PAGE 618

The Declarant, as owner of The Village of Mount Carmel, Seventh Section, which section was recorded July 14, 1976, Instrument Number 13501, Book 6, Pages 1-6, in the Office of the Recorder of Hamilton County, does hereby declare that said property described in The Village of Mount Carmel, Seventh Section, is and shall be held, transferred, sold, conveyed and occupied subject to the Declaration of Covenants and Restrictions by Declarant dated the 20th day of May, 1975, and recorded the 2nd day of June, 1975, Instrument Number 15033, Book 146, Pages 135-142 in the Office of the Recorder of Hamilton County, Indiana, which Declaration of Covenants and Restrictions are incorporated herein by reference.

DATED this 28th day of September, 1976.

Ralph L. Wilfong
RALPH L. WILFONG, OWNER

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong, who acknowledged execution of the foregoing Supplementary Declaration of Covenants and Restrictions.

WITNESS my hand and Notarial Seal this 28th day of September, 1976.

Patricia E. Neff
(Signature) Patricia E. Neff, Notary Public

(Printed) NOTARY PUBLIC

My Commission Expires:
July 31, 1980

This Instrument Recorded Sept. 29 1976
JUNE M. HEDGES, RECORDER HAMILTON COUNTY, IND.

This instrument prepared by Willis K. Kunz, Attorney at Law.

SUPPLEMENTARY DECLARATION
OF COVENANTS AND RESTRICTIONS

2742

149

617

The Declarant, as owner of The Village Farms, Second Section, which section was recorded July 14, 1976, Instrument Number 13502, Book 6, Pages 7-9, in the Office of the Recorder of Hamilton County; and as owner of The Village Farms, Third Section, which section was recorded July 14, 1976, Instrument Number 13503, Book 6, Pages 10-12, in the Office of the Recorder of Hamilton County, does hereby declare that said property described in The Village Farms, Second Section and in The Village Farms, Third Section, is and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration of Covenants and Restrictions by Declarant dated the 13th day of November, 1973, and recorded the 14th day of November, 1973, as Instrument Number 9420, in Book 140, Pages 403-415, in the Office of the Recorder of Hamilton County, and the Amendment thereto dated the 19th day of April, 1974, and recorded the 22nd day of April, 1974, as Instrument Number 3157, in Book 142, Pages 188-192, in the Office of the Recorder of Hamilton County, Indiana, which Declaration of Covenants and Restrictions and the Amendment thereto are incorporated herein by reference.

DATED this 28th day of September, 1976.

Ralph L. Wilfong

 RALPH L. WILFONG, OWNER

STATE OF INDIANA)
) SS:
 COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong, who acknowledged execution of the foregoing Supplementary Declaration of Covenants and Restrictions.

WITNESS my hand and Notarial Seal this 28th day of September, 1976.



Patricia E. Neff

 (Signature)

Patricia E. Neff

 (Printed)

NOTARY PUBLIC

My Commission Expires:

July 31, 1980

This Instrument Recorded Sept 29 1976
 JUNE M. HEDGES, RECORDER, HAMILTON COUNTY, IND.

This instrument prepared by Willis K. Kunz, Attorney at Law.

85 2011

SUPPLEMENTARY DECLARATION
OF COVENANTS AND RESTRICTIONS

BOOK 181 PAGE 1

The Declarant, as owner of Lots 312 to 357 inclusive of The Village Farms, Fifth Section, which section was recorded January 31, 1985, Book II, Pages 138-140, in the Office of the Recorder of Hamilton County, does hereby declare that said lots in the Fifth Section described above in The Village Farms, is and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration of Covenants and Restrictions by Declarant dated the 13th day of November 1973, and recorded the 14th day of November, 1973, as Instrument Number 9420, in Book 140, Pages 403-415, in the Office of the Recorder of Hamilton County, and the Amendment thereto dated the 19th day of April, 1974, and recorded the 22nd day of April, 1974, as Instrument Number 3157, in Book 142, Page 188-192, in the Office of the Recorder of Hamilton County Indiana, which Declaration of Covenants and Restrictions and the Amendment thereto are incorporated herein by reference.

DATED this 12th day of February, 1985.

Ralph L. Wilfong
RALPH L. WILFONG, OWNER

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong, who acknowledged execution of the foregoing Supplementary Declaration of Covenants and Restrictions.

WITNESS my hand and Notarial Seal this 12th day of February, 1985.

This Instrument Recorded Feb. 15 1985
Mary L. Clark, Recorder, Hamilton County, Ind.

Patricia R. Earnest
(Signature)
Resident of Marion County,

Patricia R. Earnest
(Printed) Notary Public

INDIANA
My Commission Expires:
July 31, 1988

This instrument prepared by Thomas L. Mattix, Attorney at Law,
KUNZ and KUNZ, 320 N. Meridian St., 4528, Indianapolis, IN 462

MISC. 181

840

SUPPLEMENTARY DECLARATION
OF COVENANTS AND RESTRICTIONS

BOOK 162 PAGE 296

14027

The Declarant, as owner of Lots 207 to 245 inclusive and Lots 300 to 311 inclusive of The Village Farms, Fourth Section, which section was recorded May 28, 1980, Book 8, Pages 83-87, in the Office of the Recorder of Hamilton County; does hereby declare that said lots in the Fourth Section described above in The Village Farms, is and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration of Covenants and Restrictions by Declarant dated the 13th day of November, 1973, and recorded the 14th day of November, 1973, as Instrument Number 9420, in Book 140, Pages 403-415, in the Office of the Recorder of Hamilton County, and the Amendment thereto dated the 19th day of April, 1974, and recorded the 22nd day of April, 1974, as Instrument Number 3157, in Book 142, Pages 188-192, in the Office of the Recorder of Hamilton County, Indiana, which Declaration of Covenants and Restrictions and the Amendment thereto are incorporated herein by reference.

DATED this 4th day of September, 1980.

Ralph L. Wilfong
RALPH L. WILFONG, OWNER

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

This Instrument recorded Sept. 11 1980
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong, who acknowledged execution of the foregoing Supplementary Declaration of Covenants and Restrictions.

WITNESS my hand and Notarial Seal this 4th day of September, 1980.



Patricia E. Neff
(Signature) Patricia E. Neff, Notary Public
Resident of Marion County, Indiana.

(Printed) NOTARY PUBLIC
HAMILTON CO., IND.

My Commission Expires:

July 31, 1984

This instrument prepared by Willis K. Kunz, Attorney at Law.

RECEIVED
SEP 11 9 07 PM '80
HAMILTON CO., IND.

IN WITNESS WHEREOF, the undersigned has executed

this Amendment the day and year first above written.

Ralph L. Wilfong
Ralph L. Wilfong

By: Michael Lauderbaugh
Lauderbaugh Construction, Inc.

By: Paul E. Estridge
Paul E. Estridge Co.

Larry LaMar
Larry LaMar

Louise LaMar
Louise LaMar

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong who acknowledged execution of the foregoing Amendment to Declaration of Covenants and Restrictions.

Witness my hand and Notarial Seal this 19th day of April, 1974.

Patricia E. Neff
Patricia E. Neff, Notary Public

My Commission Expires:

April 31, 1976



For Supplementary Declaration of Covenants & Restrictions
See 8708907 Recorded 4-21-87
See 8708908 " 4-21-87

For Supplementary Declaration of Covenants - Restrictions
See Instrument # 8820106

For Supp. Decl. of Cov. & Rest.
See Bk. 162 Page 296
Recorded 9-11-80

For Supplementary Declaration
of Covenants & Restrictions
See Bk. 181 Pg. 540
Recorded 2-15-85

For Supplementary Declaration of Covenants & Restrictions
See 9108167 Rec. 4-12-91

3157

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS BOOK 142 PAGE 188

The undersigned, being all the owners of real property subject to a certain Declaration of Covenants and Restrictions recorded November 14, 1973, concerning approximately 1,200 acres in The Village Farms community, desire to amend such Declarations of Covenants and Restrictions as follows:

Article VI Section 8, Annual Assessments is hereby amended by deleting Section 8 and restating the same as follows:

"The assessment year shall begin May 1st and end April 30th. The annual assessment for the assessment year commencing May 1, 1974, shall be \$120.00 per lot; for the assessment year commencing May 1, 1975, \$156.00 per lot; and for the assessment year commencing May 1, 1976, the annual assessment shall be \$192.00 per lot. Thereafter, the annual assessment may be increased or decreased by the board of directors of Village Farms, Inc."

The Declarations of Covenants and Restrictions is in all other respects approved and shall remain in full force and effect.

This document referred to in Document No. 9108167 7.7.98

This Instrument Recorded April 22, 1974
JUNE M. HEDGES, RECORDER HAMILTON COUNTY, IND.

RECEIVED FOR RECORD
AT 3:00 O'CLOCK P. M.

APR 22 1974

BOOK _____ PAGE _____
June M. Hedges
RECORDER HAMILTON COUNTY, INDIANA

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

140

BOOK _____ PAGE 415

Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong, who acknowledged execution of the foregoing Declaration of Covenants and Restrictions.

Witness my hand and Notarial Seal this 13th day of November, 1973.

Margaret S. House
Margaret S. House, Notary Public

My Commission Expires:

December 22, 1974

This Instrument Recorded Nov. 14, 1973
JUNE M. HEDGES, RECORDER HAMILTON COUNTY, IND.

RECEIVED FOR RECORD
AT 10:30 O'CLOCK A M

NOV 14 1973

BOOK _____ PAGE _____
June M. Hedges
RECORDER HAMILTON COUNTY, INDIANA

130

BOOK _____ PAGE A4A

chaser or deed in lieu, grantee taking title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE VIII

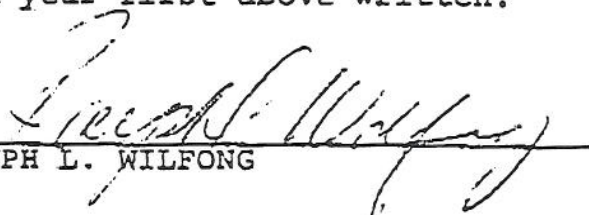
General Provisions

Section 1. Covenants to Run With Land. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Village, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by Village or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Declaration the day and year first above written.



RALPH L. WILFONG

140

BOOK _____ PAGE 413

Village shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of Village, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 11. Effect of Nonpayment of Assessments; the Personal Obligation of the Owner; the Lien Remedies of Village. If the assessments are not paid on the date or dates when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then owner, his heirs, devisees, successors and assigns.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and Village may bring an action at law against the owner personally obligated to pay the same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any subsequent assessment.

Section 13. "Junior Lien" Provisions. If any premises subject to the lien hereof shall become subject to the lien of a mortgage or deed of trust, (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage or deed of trust; and (2) the foreclosure of the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien hereof, but said charges as shall have accrued up to the date of foreclosure or the acceptance of a deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust with the foreclosure pur-

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BOOK PAGE 412

ual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of the collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The Declarant and Class B members shall not be subject to assessment.

Section 7. Purpose of Assessments. The assessment levied by Village shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members, and in particular, for the improvement and maintenance of the facilities devoted to this purpose.

Section 8. Annual Assessments. The assessment year shall begin May 1st and end April 30th. The annual assessment for the assessment year commencing May 1, 1974, shall be \$120.00 per lot; for the assessment year commencing May 1, 1975, \$156.00 per lot; and for the assessment year commencing May 1, 1976, the annual assessment shall be \$192.00 per lot. Thereafter, the annual assessment may be increased or decreased only by a vote of the members. For any person becoming a member during an assessment year, the annual assessment for such year shall be prorated on a monthly basis to the month immediately following the month of membership.

Section 9. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 8 hereof, Village may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Village Properties, including the necessary fixtures and personal property related thereto; provided that, any such assessment shall have the assent of two-thirds of Class A and B members, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 10. Duties of the Board of Directors. The Board of Directors of Village shall prepare a roster of the properties and assessments applicable thereto and shall be kept in the office of Village and open to inspection by any member.

Written notice of the assessment shall thereupon be sent out to every owner subject thereto.

140

Farms, Inc.

BOOK _____ PAGE 411

Section 2. Common Properties. Declarant may from time to time at Declarant's option convey the Common Properties or any part thereof to Village, and upon such conveyance all obligations of Declarant with respect to the Common Properties or any part thereof thus conveyed shall cease and terminate and Village shall assume the obligations and the management and operation of the same. The conveyance of the Common Properties by Declarant shall be made by quitclaim deed.

Section 3. Management. The corporation, together with the Developer, shall assume the management and operation of the Common Properties until such time as the Common Properties are conveyed to it, at which time the corporation shall assume the exclusive management and operation of the properties so conveyed.

Section 4. Membership. Membership in Corporation shall be restricted to persons, corporations, partnerships or other legal entities (hereinafter referred to as "Persons"), who are owners (legal or equitable) of numbered residential lots or unplatted land as are made subject to the Declaration of Covenants and Restrictions or any Supplemental Declaration under the provisions thereof in the Development or the Village of Mount Carmel.

Section 5. Voting Rights. Village shall have two (2) classes of voting members:

(a) Class A members who shall be entitled to one (1) vote for each numbered residential lot.

(b) Class B members shall be the Developer, or any person who shall hereafter succeed to the Developer's business and properties substantially as a whole. Class B members shall be entitled to four (4) votes for each numbered residential lot and four (4) votes for each one-half (1/2) acre of unplatted land, subject to this Declaration of Covenants and Restrictions.

Section 6. Creation of the Lien and Personal Obligation of Assessments. Class A members, except the builder-owner until the improvements are completed, hereby covenant for each lot owned by him within the Development, and each purchaser of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay Village: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The ann-

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nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Development.

Section 2. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the Developer.

Section 3. Animals. No animals shall be kept or maintained on any lot in the Development, except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

Section 4. Vehicle Parking. No campers, trailers boats or similar vehicles shall be parked on any street in the Development. No truck shall be parked for overnight or longer storage on any lot in the Development, unless the same shall be parked in such a manner that it is not visible to the occupants of other lots in the Development or the users of any street in the Development.

Section 5. Garbage, Trash and Other Refuse. No owner of a lot in the Development 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 Section 6 below.

Section 6. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at anytime, except at the times when refuse collections are being made.

Section 7. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

Section 8. Trail Easements. The owner of any lot abutting a trail easement agrees to maintain a hedgerow or other screen in the manner and subject to the approval of the Developer, except to the extent the same are maintained by Village.

ARTICLE VI

Village Farms, Inc.

Section 1. Organization. In order to facilitate the management of the Development, Developer has caused to be organized an Indiana not-for-profit corporation, known as Village

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Section 6. Maintenance of Lots and Improvements. The owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall:

- (a) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
- (b) Remove all debris or rubbish.
- (c) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
- (d) Cut down and remove dead trees.
- (e) Where applicable, prevent debris or foreign material from entering the Lake, or, when any such debris has entered the Lake from the lot, remove the same immediately.
- (f) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

Section 7. Developer's Right to Perform Certain Maintenance. In the event that the owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, the Developer shall have the right, but not the obligation, by and through his agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The cost therefor to Developer shall be collected in any reasonable manner from the owner. Neither the Developer nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

ARTICLE V

General Prohibitions

Section 1. In General. No noxious or offensive activities shall be carried on on any lot in the Development

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be made by the Developer and such decision shall be binding upon all parties.

ARTICLE IV

Restrictions Re Construction Improvement and Maintenance

Section 1. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, garages, carports, accessory buildings, or basements shall be designated on the recorded plats of the sections within the Development.

Section 2. Residential Setback Requirements.

(a) Front Yards. The front building setback lines shall be all as set forth upon the plats of the Development.

(b) Cul De Sacs. If the particular lot abuts on a cul de sac, the front building setback line shall be as shown on the plat of that lot.

Section 3. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

Section 4. Time in Which to Build Structures. The time or times within which the owners of the residential lots within the Development must construct and complete, ready for habitation, houses on their lots after their purchase of the lot will be designated on the recorded plats of the section within the Development, or if no such designation is made, then within one year after purchase. If a house is not completed upon a lot within the prescribed time, the Developer shall have the right and option to repurchase for a price, in cash, equal to the owner's cost basis in the lot and the fair market value of such improvements, but not to exceed the owner's direct cost of such improvement.

Section 5. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

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of this Declaration to such property. Such Supplementary Declaration of Covenants and Restrictions may contain such complementary additions and modifications of such covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke the covenants contemplated by this Declaration within the Development.

ARTICLE III

Character of the Development

Section 1. In General. Every numbered lot in the Development, unless it is otherwise designated by the Developer, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots, except a single family dwelling house and such outbuildings as are usually accessory to a single family dwelling house. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded plats may be subject to other land use, including commercial, provided the same is consistent with the development of a planned community. The Developer reserves unto himself the right to change the character of the designated commercial or other land use at any time in the future, and, where necessary, to apply to the necessary governmental body for such reclassification, rezoning or variance of use as needed to accommodate the Developer's planned use.

Section 2. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any of the residential lots prior to the erection thereon of a single family dwelling house, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a residential lot under these restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation.

Section 3. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall

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shall incorporate this Declaration of Covenants and Restrictions by reference; (ii) upon the filing and recording of a Supplementary Declaration of Covenants and Restrictions by Declarant or his successors or assigns. A Supplemental Declaration incorporating by reference the provisions of this Declaration shall be sufficient to conform with this section. In addition, such Supplemental Declaration may contain such complementary additions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke the covenants established by this Declaration within the Development.

(b) By Owners of Lots in the Village of Mount Carmel, Sections 1 through 5. The owner of any lot in the platted additions known as the Village of Mount Carmel, Sections 1, 2, 3, 4 and 5, as recorded in the Officer of the Recorder of Hamilton County, Plat Book 2, 2, 2, 3, 4, Pages 86, 114, 227, 33-36, 82-83, respectively, may subject their lot in said additions to this Declaration of Covenants and Restrictions and to the jurisdiction of Village by filing and recording a Supplemental Declaration of Covenants and Restrictions, together with a descriptions of owners' lots in said platted subdivision. A Supplemental Declaration incorporating by reference the provisions of this Declaration shall be sufficient to conform with the requirements of this section. In addition, such Declaration may contain such complimentary additions not contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplemental Declaration revoke the covenants established by this Declaration within the Development.

(c) By Others. Upon approval in writing of Village pursuant to the vote of its members as provided in its Bylaws, and only upon such approval, the owner of any property who is desirous of adding it to the jurisdiction of Village may file and record a Supplemental Declaration of Covenants and Restrictions which shall extend the scheme of covenants and restrictions

ARTICLE I

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Definitions

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The following words, when used in this Declaration or any Supplemental Declaration, (unless the context shall prohibit) shall have the following meanings:

- (a) "VILLAGE" shall mean and refer to VILLAGE FARMS, INC.
- (b) "DEVELOPMENT" shall mean and refer to all such properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions hereof.
- (c) "VILLAGE PROPERTIES" shall mean and refer to all such properties and additions thereto conveyed to and owned by Village.
- (d) "VILLAGE OF MOUNT CARMEL" shall mean and refer to the existing residential lands platted as Village of Mount Carmel, Sections 1, 2, 3, 4, and 5, as recorded in the Office of the Recorder of Hamilton County, Indiana.

ARTICLE IIProperty Subject to this Declaration and Provisions for Additions Thereto

Section 1. Development. Declarant is the owner or has an interest in and is in the process of developing approximately 1,200 acres in The Village Farms community, consisting of residential, recreational and commercial lands, and to that end has platted, or is platting, Section One of The Village Farms, the legal description of which is attached and marked "Exhibit A" and made a part of this Declaration, subject to the covenants and restrictions of this Declaration.

Section 2. Additions to the Development. Additional property may become subject to this Declaration in the following manner:

- (a) By Developer: Additional properties may be added to the Development and subject to the covenants and restrictions: (i) upon the filing and recording of a plat of The Village Farms, which plat

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WHEREAS, there has been, or will be, incorporated under the laws of the State of Indiana as a not-for-profit corporation, Village Farms, Inc., for the purpose of exercising and carrying out said functions.

NOW, THEREFORE, Ralph L. Wilfong hereby declares that the platted lots and land located within The Village Farms, Section One, as more fully set out in Article II, Section 1, of these Declarations and all platted lots and lands that may be made additions to the Development as set out in Article II, Section 2, of these Declarations shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of lots and lands in the Development and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the restrictions shall run with the land and shall be binding upon the Developer and the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property and any part or parts thereof subject to such covenants and restrictions and shall inure to the benefit of the Developer and everyone of Developer's successors in title to any of the real estate in the Development. The Developer specifically reserves unto himself the right and privilege, prior to the recording of the plat of a particular lot or tract within the Development to exclude any real estate as shown from the Declaration or to include additional real estate.

For
Supp. Decl. of Cov. + Rest.
See Bk. 162 Page 296
Recorded 9-11-80

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DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 13th day of November 1973, by RALPH L. WILFONG, Owner, (hereinafter sometimes referred to as "Declarant" or "Developer"),

WITNESSETH THAT

WHEREAS, The Declarant is desirous of developing a residential community which will encompass the property described in Article II of this Declaration and desires to create on said property recreation facilities and other common facilities for the benefit of the community; and,

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of said community and for the operation and maintenance of said facilities, and to this end desires to subject the real estate described in Article II, together with such other additions as may hereafter be made thereto, to the covenants, restrictions, conditions and charges (hereinafter referred to as "covenants and restrictions") hereinafter set forth; and,

WHEREAS, Declarant has deemed it desirable for the effective preservation of values and amenities in said community to create an agency to which should be delegated and assigned the power and authority of maintaining and administering the facilities and enforcing the covenants and restrictions and collecting the assessments and charges hereinafter created; and,

This Instrument Recorded Nov 14 1973
LONE M. HEDGES, RECORDER HAMILTON COUNTY, IHO.

This document referred to in Document No. 9836783
7-17-98

This document referred to in Document No. 9501527
Rec 2-9-95

Supplementarity of this document referred to in Document No. 9355785
11-12-93

This document referred to in Document No. 9355785
Rec 11-12-93

This document referred to in Document No. 9355787
Rec 11-12-93

This document referred to in Document No. 9355786
Rec 11-12-93

This document referred to in Document No. 9355785
11-12-93

This document referred to in Document No. 9355784
Rec 11-12-93

For Supplementary Declaration of Covenants & Restrictions
See Bk. 151 Pg. 540

For Supplementary Declaration of Covenants & Restrictions
See Instr # 8820106

Recorded 2-15-85
For Supplementary Declaration of Covenants & Restrictions
See # 8708907 Recorded 4-21-87
See # 8708908 " 4-21-87
See 9108167 " 4-12-91