

**DECLARATION OF RESTRICTIONS
FOR VILLAGE OAKS, SECTION 1**

200000005453
Filed for Record in
HENRICKS COUNTY IN
MERRISA D LYNCH
ON 03-14-2000 At 12:04 pm.
COVENANTS 29.00
OR Book 166 Page 661 - 670

THIS DECLARATION, made this 25 day of February, 2000
by Village Oaks Development Company, LLC (hereinafter referred to as the "Developer");

WITNESSETH: PC Bal sup 2 ABCN

WHEREAS, the Developer is the owner of all the land contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands are part of an Entire Development known as Village Oaks; with Section 1 thereof being the subject of this Declaration ("Development"); and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and, before doing so, desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Development and the future owners thereof, while including the Development in the Association and under the jurisdiction of the Committee of the Entire Development;

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. For a period of five years after the sale of the last lot in the Entire Development, Developer specifically reserves unto itself the right and privilege to include additional real estate as a part of the Development.

1. **DEFINITIONS.** The following are the definitions of the terms as they are used in this Declaration.

A. "Committee" shall mean the Village Oaks Development Committee composed of the Developer or three members appointed by the Developer who shall be subject to removal by the Developer at any time. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove members of the Committee.

B. "Association" shall mean the Village Oaks Homeowners Association, Inc., a

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not-for-profit corporation.

C. "Lot" shall mean any parcel of residential real estate described by the plat of the Development which is recorded in the office of the Recorder of Hendricks County, Indiana.

D. "Approvals, determinations, permissions, or consents" required herein shall be deemed given if they are given in writing signed, within respect to the Developer of the Association by the President or Vice-President thereof, and with respect to the Committee, by two members thereof.

E. "Color scheme" shall mean a combination of siding, trim, shutters and front door color.

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

G. "Entire Development" shall mean the subdivision known as Village Oaks, including existing and future sections.

H. "Development" shall mean the section or sections in the Entire Development encumbered by this Declaration.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot platted as part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded Plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Developer in a rezoning or approval proceedings before the applicable development approval body in Hendricks County, Indiana. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future by applying to the applicable approval body and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

B. Prohibited Improvements. Sheds, outbuildings, above ground pools, antennae, satellite disks which exceed one meter in diameter, or clothes lines shall not be erected or placed on any lot. Solar panels may not be erected or placed on the front or side roof of any house. Lawn ornaments are permitted in rear yards only.

C. 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.

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3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. **Residential Setback Requirements.** Front Setbacks. Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the plat of the Development.

B. **Fences.** In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence must be approved by the Committee as to size, location, height and composition before it may be installed, and all fences shall be wooden or of a synthetic material which has the appearance of wood. All fences shall be constructed so that the finished side thereof shall face the adjacent lots. Except for temporary decorative fences in the yards of model homes while being used as model homes, fences shall not be erected beyond the setback lines in the front yard. However, corner lots (those with two (2) frontages) may erect a fence up to five feet (5') beyond the side yard setback line which faces a street.

C. **Tree Preservation.** No live tree with a trunk diameter of 4 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee.

D. **Mailboxes and Lighting.** Mailboxes and uniform coach lights on the garages are required to be installed by the builder on each lot. The approved mailbox shall be Caporale medium custom on a 6" by 6" post.

E. **Landscaping.** Each lot shall have a planting and mulching plan. Such plan shall include a minimum of six (6) shrubs, with at least one (1) being an ornamental shrub of twenty-four inches (24") or more in size and all other shrubs being a minimum of eighteen inches (18"); and a minimum of two (2) trees, with shade trees at least two and one-quarter inches (2 1/4") in caliper and ornamental or evergreens trees at least six feet (6') in height.

F. **Exterior Construction.** The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. No house shall have metal prefabricated flues that extend above the highest roof line. All driveways must be paved with asphalt or concrete. The minimum roof pitch shall be 6/12. There shall be a separation of one lot before a house type and elevation or color scheme shall be repeated on the same side of the street. The same house type and elevation cannot be located directly across the street from one another.

G. **House Approval.** All houses in the development shall first be approved by the Developer or its designee.

H. **Committee Approval.** All fences, awnings, satellite dishes less than one meter in diameter (as to screening, location and landscaping), additions and other improvements shall be approved

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by the Committee prior to erection. Prior to construction, the builder or Owner shall submit to the Committee a plot plan, print or brochure and a color scheme.

I. Garages Required. All residential dwellings in the Development shall include an enclosed garage.

J. Heating Plants. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

K. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) 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.

L. Sales of Lots by Developer. Every lot within the Development shall be sold to an approved builder or developed by the Developer.

M. 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.

N. 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:

(i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Outside Toilets. No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

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B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Hendricks County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

5. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be permitted on any lot in the Development, 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.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development, except entry signs and home or lot sales signs.

C. 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.

D. Vehicle Parking. No trucks, campers, trailers, boats or similar vehicles shall be parked on any street or on any lot in the Development. Furthermore, disabled or non-operational vehicles of any kind shall not be parked on any lot, driveway or street. Storage of any vehicle is prohibited, except in a driveway or enclosed garage.

E. Garbage 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 subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. 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 any time, except at the times when refuse collections are being made.

G. 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.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. Ditches and Swales. It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. Further, drainage easements shall not be altered in any fashion.

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J. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, unless public sewer tap-in is unavailable.

6. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES.

Each common facility depicted on the recorded plat of the Development shall remain private; and the common area shown on the plat can never be separated from the plat, nor developed. The Developer's execution or recording of the plat or the doing of any other act by the Developer is not, nor is intended to be, or shall not be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in this Declaration of Restrictions of Village Oaks. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association. However, the common area cannot be mortgaged or conveyed without the consent of at least 67% of the lot owners, excluding the Developer.

Maintenance of the common areas and community amenities shall be the responsibility of the Homeowners Association. Such responsibilities may include, but not be limited to: mowing; maintenance of landscaping, ponds, mulch walking and fitness trails, entry monument, street signs, community lighting and recreational areas. Funding for the maintenance shall be from the Homeowners Association annual assessment, in accordance with the By-Laws of the Homeowners Association.

7. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but, except for negligence or unworkman like product or services, neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions. In the event of any legal action being taken under the terms of this paragraph, the prevailing party shall be entitled to recover reasonable attorneys fees.

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

C. Association's or 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 Association or the Developer shall have the right, by and through its agents or 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 the Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. Furthermore, the Developer, Association or any public or governmental division or entity shall have the right to enter upon lots which abut or encroach a pond for

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purposes of maintenance or upkeep. Except for negligence or unworkmanlike products or services, neither the Developer, the Association nor any of their agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

8. EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association (including automatic membership therein by all lot owners) with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Association and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

9. TITLES.

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

10. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

11. AMENDMENT.

This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Hendricks County, Indiana, executed by the Developer or the Association and at least 75% of the lot owners. Modification or waiver of any provisions of this Declaration shall be done one at a time and not as a whole.

12. SEVERABILITY.

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

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13. **LIEN OF ASSESSMENT.**

All sums assessed by the Association, but unpaid, including installments of the Annual Assessment and Special Assessments, and any fines duly imposed by the Association, together with late charges, interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owners lot prior to all other liens, except only:

- (a) Tax liens on the lot in favor of any assessing unit or special district; and
- (b) All sums unpaid on a first mortgage of record.

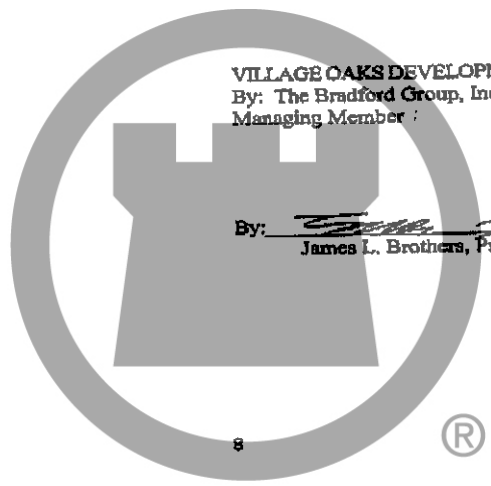
The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the lot Owner for such assessments. No such sale or transfer shall relieve the lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of 90% of all the Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

The initial assessment for Owners in the Development shall be \$225.00 per year, subject to changes as provided for in the By-Laws of the Association.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 21 day of February, 2000.

VILLAGE OAKS DEVELOPMENT COMPANY, LLC
By: The Bradford Group, Inc., as the
Managing Member :

By: 
James L. Brothers, President



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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared James L. Brothers, President of The Bradford Group, Inc., who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that corporation and the limited liability company.
Witness my hand and seal this 6 day of February 2000.

Joan Fitzwater
Signature

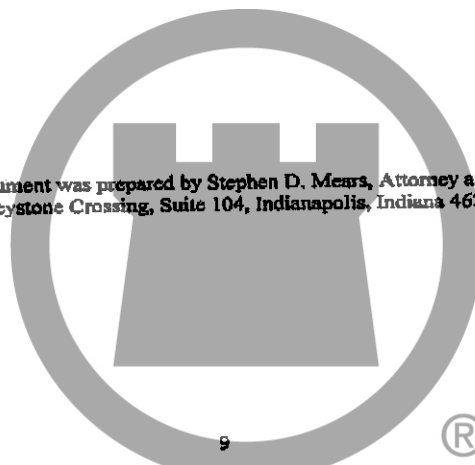
Joan Fitzwater
Printed

NOTARY PUBLIC

My Commission Expires: 10-29-2000
County of Residence: Marion



This instrument was prepared by Stephen D. Mears, Attorney at Law,
8395 Keystone Crossing, Suite 104, Indianapolis, Indiana 46240



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LAND DESCRIPTION

Land Description
Village Oaks Section 1

Part of the Northwest Quarter of Section 23 and part of the West Half of the Southwest Quarter of Section 14, Township 15 North, Range 1 East in Hendricks County, Indiana, described as follows:

BEGINNING at an aluminum disc marking the Southwest Corner of the Southwest Quarter of said Section 14; thence North 00 degrees 05 minutes 40 seconds East (Assumed Bearing) along the West Line of the said Southwest Quarter Section a distance of 605.37 feet to a point of on the North Line of the said Southwest Quarter Section; thence North 88 degrees 56 minutes 59 seconds East along the said North Line, also being parallel with the South Line of the said Southwest Quarter Section, a distance of 1030.89 feet; thence South 11 degrees 27 minutes 55 seconds West a distance of 204.29 feet; thence South 04 degrees 34 minutes 30 seconds West a distance of 85.52 feet; thence North 79 degrees 05 minutes 33 seconds West a distance of 124.86 feet; thence South 17 degrees 00 minutes 02 seconds West a distance of 50.02 feet; thence North 72 degrees 59 minutes 58 seconds West a distance of 50.00 feet; thence North 89 degrees 59 minutes 59 seconds West a distance of 135.28 feet; thence South 12 degrees 22 minutes 54 seconds West a distance of 199.51 feet; thence South 56 degrees 12 minutes 43 seconds West a distance of 81.35 feet; thence South 87 degrees 12 minutes 38 seconds West a distance of 67.44 feet; thence South 18 degrees 31 minutes 44 seconds West a distance of 180.80 feet to a curve having a radius of 275.00 feet, the radius point of which bears North 17 degrees 34 minutes 50 seconds East; thence Northwesterly along the arc of said curve a distance of 78.78 feet to a point which bears South 33 degrees 59 minutes 38 seconds West from said radius point; thence South 08 degrees 48 minutes 27 seconds East a distance of 180.17 feet; thence South 83 degrees 53 minutes 24 seconds East a distance of 162.98 feet; thence South 83 degrees 13 minutes 01 seconds East a distance of 91.93 feet; thence North 87 degrees 51 minutes 00 seconds East a distance of 72.09 feet; thence North 70 degrees 35 minutes 56 seconds East a distance of 50.00 feet; thence South 01 degrees 04 minutes 20 seconds East a distance of 157.65 feet to the North Line of Mar-Roe Acres Section 2, an addition in Hendricks County, Indiana, the plat of which is recorded in Plat Book 5, Page 118 in the office of the recorder of Hendricks County, Indiana; thence South 88 degrees 55 minutes 40 seconds West along the North Line of said Mar-Roe Acres Section 2 and along the North Line of Mar-Roe Acres Section 1, a subdivision in Hendricks County, Indiana, the plat of which is recorded as Plat Book 4, Page 138 in the office of the recorder of Hendricks County, Indiana a distance of 777.86 feet to the West Line of the Northwest Quarter of said Section 23; thence North 00 degrees 00 minutes 00 seconds East along the said West Line a distance of 399.64 feet to the BEGINNING POINT, containing 15.986 acres, more or less.



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200300048476
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
11-23-2003 At 12:32 PM
AMEND COVEN 169.00
OR Book 475 Page 2365 - 2442

Cross-Reference:
Inst. No. 2000-00005453
Inst. No. 2002-00005425
Inst. No. 2002-00030479
Inst. No. 2002-00030483

**AMENDMENTS TO DECLARATION OF RESTRICTIONS
FOR VILLAGE OAKS, SECTIONS ONE, TWO, THREE AND FOUR**

These Amendments to the Declaration of Restrictions for Village Oaks, Sections One, Two, Three, and Four were made as of the date of the last signature hereto.

WITNESSETH:

WHEREAS, Section One of the Village Oaks Subdivision ("Section One") located in Hendricks County, Indiana was established by a plat and a certain "Declaration of Restrictions for Village Oaks, Section 1" ("Section One Declaration") which was recorded March 14, 2000, as Instrument No. 2000-00005453 at Book 166, Page 661, in the Office of the Recorder of Hendricks County, Indiana; and

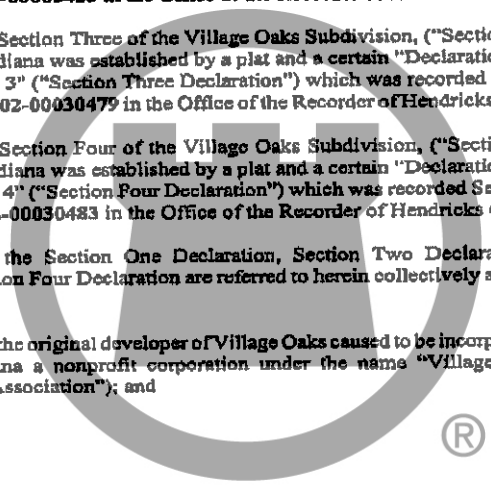
WHEREAS, Section Two of the Village Oaks Subdivision ("Section Two") located in Hendricks County, Indiana was established by a plat and a certain "Declaration of Restrictions for Village Oaks, Section 2" ("Section Two Declaration") which was recorded February 8, 2002, as Instrument No. 2002-00005425 in the Office of the Recorder of Hendricks County, Indiana; and

WHEREAS, Section Three of the Village Oaks Subdivision, ("Section Three") located in Hendricks County, Indiana was established by a plat and a certain "Declaration of Restrictions for Village Oaks, Section 3" ("Section Three Declaration") which was recorded September 12, 2002, as Instrument No. 2002-00030479 in the Office of the Recorder of Hendricks County Indiana; and

WHEREAS, Section Four of the Village Oaks Subdivision, ("Section Four") located in Hendricks County, Indiana was established by a plat and a certain "Declaration of Restrictions for Village Oaks, Section 4" ("Section Four Declaration") which was recorded September 12, 2002, as Instrument No. 2002-00030483 in the Office of the Recorder of Hendricks County, Indiana; and

WHEREAS, the Section One Declaration, Section Two Declaration, Section Three Declaration, and Section Four Declaration are referred to herein collectively as the "Declarations"; and

WHEREAS, the original developer of Village Oaks caused to be incorporated under the laws of the State of Indiana a nonprofit corporation under the name "Village Oaks Homeowners Association, Inc." ("Association"); and



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WHEREAS, the Association is responsible for managing and governing all four (4) Sections of Village Oaks; and

WHEREAS, Section 11 of each of the Declarations provides that they may be amended at any time by an instrument executed by the Association and at least 75% of the lot owners; and

WHEREAS, the undersigned lot owners understand and agree that these amendments will not be effective unless and until the necessary number of lot owners in all four (4) Sections of Village Oaks approve said amendments; and

WHEREAS, the Association and at least 75% of the lot owners are desirous of amending the Declarations.

NOW, THEREFORE, the undersigned Association and 75% or more of the Owners of Lots in Village Oaks Sections One, Two, Three, and Four collectively hereby amend the Declarations pursuant to the amendments described below:

1. Section 1.A. of each of the Declarations shall be deleted in its entirety and replaced with the following:
 - A. "Committee" shall mean the Village Oaks Development Committee composed of three or more members appointed by the Association's Board of Directors and who shall be subject to removal by said Board of Directors at any time. The members of the Committee shall be Owners. The Chairperson of the Committee shall be a member of the Board of Directors. In the alternative, in lieu of appointing a separate committee, the Board of Directors may serve as the Committee. Decisions shall be made by a majority vote of the Committee, or of the Board of Directors if it serves as the Committee. Neither the Committee nor the Board of Directors serving as the Committee shall have the power to approve anything or matter which is contrary to the provisions of the Declaration.
2. Section 2.B. of each of the Declarations shall be deleted in its entirety and replaced with the following:
 - B. Prohibited Improvements. Above ground pools, antennae, satellite dishes which exceed 39 inches in diameter, or clothes lines which shall not be erected or placed on any lot. Solar panels may not be placed on the front or side roof of any house.

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3. A new Section 2.D. is hereby added to each of the Declarations to read as follows:

D. **Outbuildings.** Outbuildings shall be allowed subject to certain restrictions as follows:

- (i) No outbuilding (such as a mini-barn or storage shed) shall be placed in any area of the Lot except to the rear of the home and must be approved by the Committee as to size, location, height, and composition before it may be installed. Only one (1) outbuilding is allowed per Lot.
- (ii) No outbuilding shall be used for any purpose other than storage of normal home maintenance and upkeep materials or equipment. Storage of items that may invite an unhealthy and/or unsightly condition is expressly prohibited.
- (iii) No storage of any kind, temporary or permanent, shall be allowed around, adjacent to, or on the exterior of buildings or between outbuildings and fences, shrubs, or any other structure in close proximity to the outbuilding (including waste of any kind).
- (iv) All outbuildings will be constructed of wood, maintenance free resin material, or such other similar material as approved by the Committee.
- (v) No outbuilding will be constructed using steel, metal, or aluminum.
- (vi) Outbuildings must not exceed 120 square feet and not exceed ten feet (10') in height, unless otherwise approved by the Committee.
- (vii) All outbuildings must be painted and maintained in a color that matches the home constructed on that lot. Vinyl siding matching in color to that of the home may also be used. Shingle color and composition shall match the roof of the home as close as possible.
- (viii) Outbuildings must be located a minimum of five feet (5') within the Owner's property lines and not encroach upon any easements and/or common areas.
- (ix) Proposed construction of all outbuildings must be approved by the Committee prior to construction.

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- (x) Future maintenance and upkeep of outbuildings will be governed by all provisions of this Declaration, as amended from time to time, including, but not limited to, Maintenance of Lots and Improvements and Committee Approval, and to rules and regulations adopted by the Association's Board of Directors.
- (xi) On a case-by-case basis, the Committee shall have the power, to be exercised in its sole discretion, to grant variances or exceptions to the above requirements based upon unique circumstances.

4. Section 11 of each of the Declarations shall be deleted in its entirety and replaced with the following:

11. AMENDMENT

This Declaration may be amended at any time upon approval by a majority of the lot owners comprising all Sections of Village Oaks who are in good standing. For purpose of this provision, "good standing" shall mean lot owners who are no more than 30 days delinquent on the payment of their Annual Assessments or Special Assessment as determined by the Board at the time of the aforesaid approval. "Good standing" shall also mean those lot owners who are not in violation of any provisions of this Declaration. A determination by a Court of competent jurisdiction that a particular lot owner is in violation of any provisions of this Declaration shall constitute conclusive proof that such owner is not in good standing. Such approval for an amendment to this Declaration may be obtained:

- (a) at a meeting of the members of the Association duly called and held in accordance with the provisions of the Association's By-Laws; or
- (b) pursuant to any other procedure recognized under Indiana law, including those recognized under the Indiana Nonprofit Corporations Act of 1991, as amended.

The President and Secretary of the Association shall execute the amendment, certifying that a majority of the lot owners comprising all Sections of Village Oaks who are in good standing approved such amendment. Thereafter, the amendment shall be filed with the Hendricks County Recorder.

5. All other provisions of the Declarations shall remain unchanged.



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6. The foregoing amendments shall run with the land and shall be binding upon all Owners and upon the parties having or acquiring any right, title, or interest, legal, or equitable, in and to the real property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of all successors in title to real estate in the Village Oaks, Sections One, Two, Three, and Four.
7. The undersigned Association and Owners hereby represent and certify that all requirements for and conditions precedent to the Amendment to the Declarations have been fulfilled and satisfied.

IN TESTIMONY WHEREOF, the undersigned Association and at least 75% of the Lot Owners execute these Amendments as of the date of the last signature below.

[Rest of page intentionally left blank]



CHICAGO TITLE

6

Village Oaks Homeowners Association, Inc.

ATTEST:

By LeRoy Piskerke
President

Sean on Grant
Secretary

ACKNOWLEDGMENT

STATE OF INDIANA)
COUNTY OF Martin) SS:

Before me, a Notary Public in and for said County and State, personally appeared LEROY PISKERKE and Sean on Grant, the President and Secretary, respectively, of Village Oaks Homeowners Association, Inc., who acknowledged execution of the foregoing Amendments to the Declaration of Restrictions for Village Oaks, Sections One, Two, Three, and Four, on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

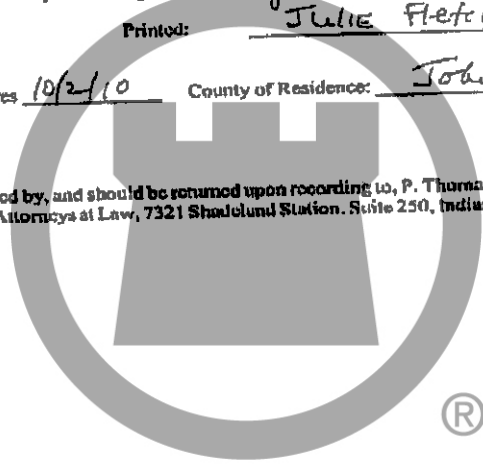
Witness my hand and Notarial Seal this 24 day of October, 2003.



Notary Public Signature: Julie Fletcher
Printed: Julie Fletcher

My Commission Expires 10/2/10 County of Residence: Johnson

This instrument prepared by, and should be returned upon recording to, P. Thomas Murray, Jr., Esq., Murray & Pugh, P.C., Attorneys at Law, 7321 Shadeland Station, Suite 250, Indianapolis, IN 46256. (317) 842-8550.



CHICAGO TITLE

7

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Lori Collier
(owner's signature)
Lori Collier
(printed)
7455 Oakview Drive
(street address)

(owner's signature)

(printed)
#69
(Lot No.)

STATE OF INDIANA }
COUNTY OF Hendricks } SS:

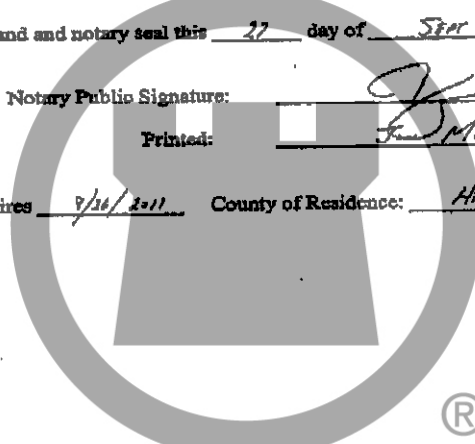
Before me, a Notary Public in and for said County and State, personally appeared Lori Collier, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 27 day of SEP, 2009.

Notary Public Signature: _____

Printed: Frank Marchetti

My Commission Expires 9/30/2011 County of Residence: Hendricks



CHICAGO TITLE

8

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Alissa L. Nelson
(owner's signature)

(owner's signature)

Alissa L. Nelson
(printed)

(printed)

7104 Village Oaks
(street address)

(Lot No.)

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared Alissa L. Nelson, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

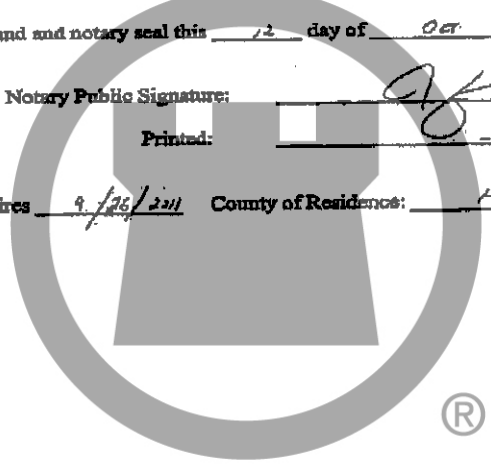
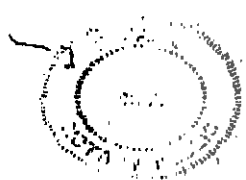
Witness my hand and notary seal this 12 day of Oct, 2003.

Notary Public Signature: _____

Printed: _____

[Signature]
Tom Marquett

My Commission Expires 9/26/2011 County of Residence: Hendricks



®

CHICAGO TITLE

9

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

STEVE MESCH
(owner's signature)
Steve Mesch
(printed)
1895 TOWNLEY LN.
(street address)

[Signature]
(owner's signature)
[Printed Name]
(printed)
36
(Lot No.)

STATE OF INDIANA)
COUNTY OF HANDS) SS:

Before me, a Notary Public in and for said County and State, personally appeared STEVE MESCH, who acknowledges the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 11 day of OCT, 2003.

Notary Public Signature: [Signature]

Printed: Joe Marek

My Commission Expires 9/26/2011 County of Residence: HANDS



CHICAGO TITLE

10

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Pamela Reed
 (owner's signature)

 (owner's signature)

Pamela Reed
 (printed)

 (printed)

1970 Oakbrooke Dr. Avon
 (street address)

16
 (Lot No.)

STATE OF INDIANA
 COUNTY OF Hendricks } SS:

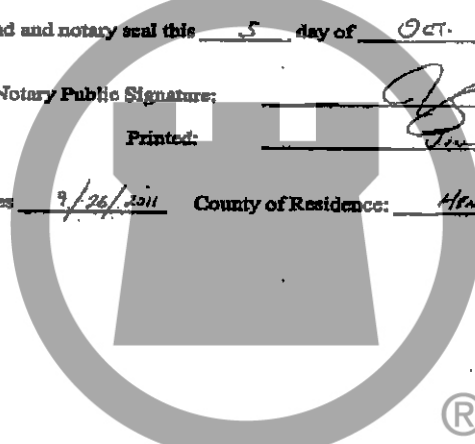
Before me, a Notary Public in and for said County and State, personally appeared Pamela Reed, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 5 day of Oct., 2003.

Notary Public Signature: _____

Printed: Jim Marshall

My Commission Expires 9/26/2011 County of Residence: Hendricks



CHICAGO TITLE

11

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

[Signature]
 (owner's signature)
MELVIN WRIGHT
 (printed)
7052 VILLAGO OAKS
 (street address)

 (owner's signature)

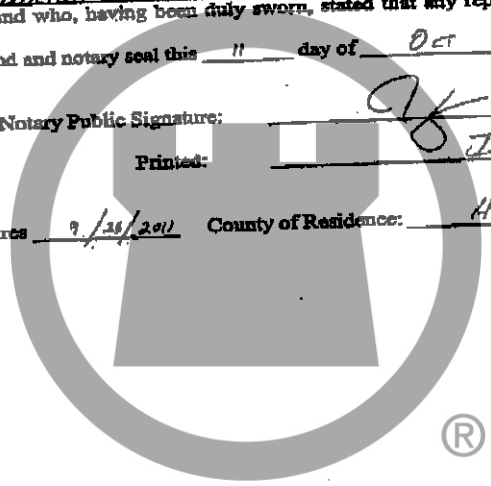
 (printed)
2
 (Lot No.)

STATE OF INDIANA)
) SS:
 COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared MELVIN E. WRIGHT, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.
 Witness my hand and notary seal this 11 day of OCT, 2003.

Notary Public Signature: *[Signature]*
 Printed: Jon Marzani

My Commission Expires 9/15/2011 County of Residence: HENDRICKS



CHICAGO TITLE

12

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Robert Dauder
(owner's signature)
Robert Rowen
(printed)
7443 OAKVIEW DR.
(street address)

(owner's signature)

(printed)
68
(Lot No.)

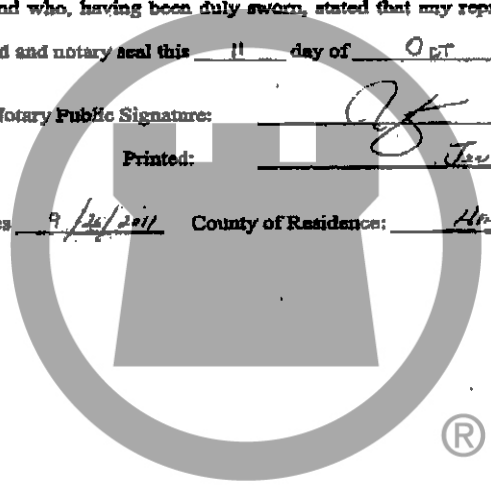
STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared Robert Dauder, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that my representations therein contained are true.

Witness my hand and notary seal this 11 day of Oct, 2003.

Notary Public Signature: _____
Printed: Jan Mancini

My Commission Expires 9/26/2011 County of Residence: Hendricks



CHICAGO TITLE

14

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

[Signature]
(owner's signature)
Michael P. Rider
(printed)
7388 Oakview Drive
(street address)

[Signature]
(owner's signature)
Christi Pider
(printed)
74
(Lot No.)

STATE OF INDIANA)
COUNTY OF Wendricks) SS:

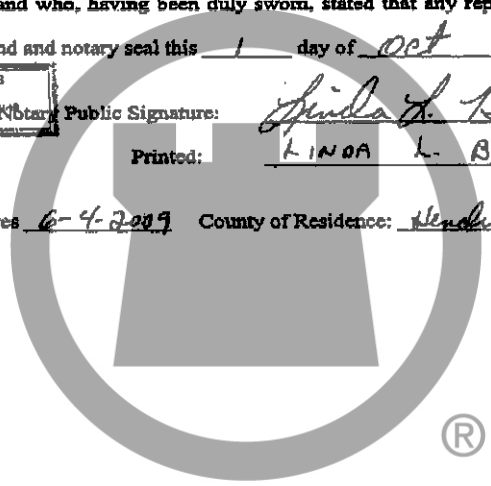
Before me, a Notary Public in and for said County and State, personally appeared Michael P. Rider & Christi S. Pider, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 1 day of Oct, 2003.



Public Signature: [Signature]
Printed: LINDA L. BARNES

My Commission Expires 6-4-2009 County of Residence: Wendricks



CHICAGO TITLE

15

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Victor E Leach
(owner's signature)

VICTOR E LEACH
(printed)

1962 TRUNKWAY LN
(street address)

(owner's signature)

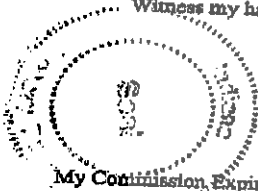
(printed)

42
(Lot No.)

STATE OF INDIANA)
COUNTY OF HENDRICKS) SS:

Before me, a Notary Public in and for said County and State, personally appeared VICTOR LEACH, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

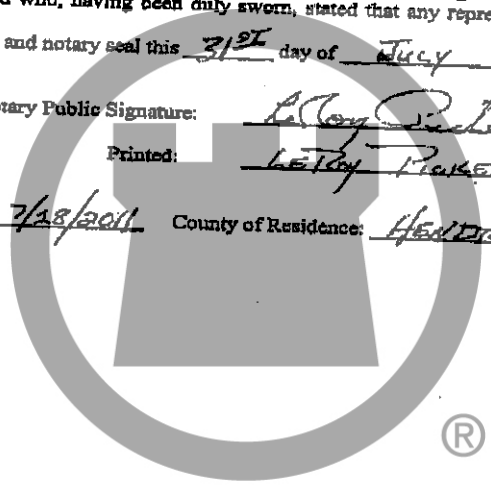
Witness my hand and notary seal this 31st day of JULY, 2003.



Notary Public Signature: Letoy Pickering

Printed: LETOY PICKERING

My Commission Expires 7/28/2011 County of Residence: HENDRICKS



CHICAGO TITLE

16

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

[Signature]
(owner's signature)

(owner's signature)

GREG LONG
(printed)

(printed)

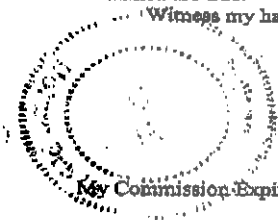
7189 OAKVIEW DR
(street address)

50
(Lot No.)

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared GREG LONG, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

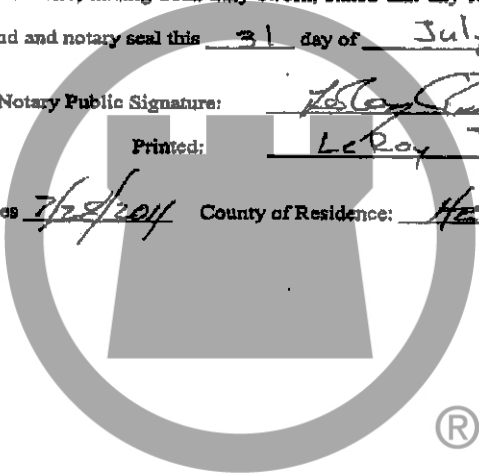
Witness my hand and notary seal this 31 day of July, 2003.



Notary Public Signature: [Signature]

Printed: LeRoy Pickering

My Commission Expires 7/28/2011 County of Residence: HENDRICKS



CHICAGO TITLE

(7)

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Andy Firestone
ANDY FIRESTONE
(owner's signature)

(owner's signature)

ANDY FIRESTONE
(printed)

(printed)

7175 OAKVIEW DR.
(street address)

49
(Lot No.)

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared ANDY Firestone, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 21 day of July, 2003.



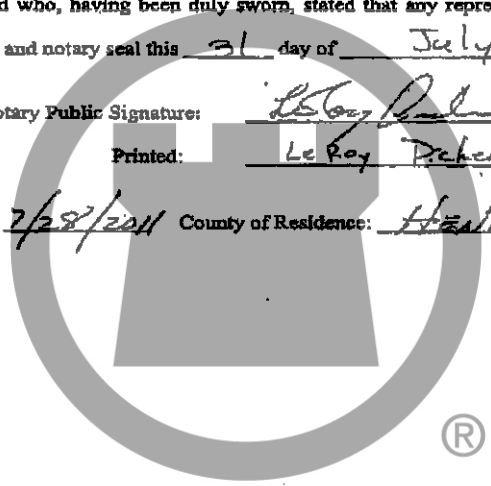
Notary Public Signature:

Printed:

Le Roy Dickering
Le Roy Dickering

My Commission Expires 7/29/2011

County of Residence: HENDRICKS



CHICAGO TITLE

18

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

[Signature]
(owner's signature)

(owner's signature)

ERIK T. BRANDT
(printed)

(printed)

7126 Village Oaks Dr.
(street address)

5
(Lot No.)

STATE OF INDIANA)
COUNTY OF HENRICKS) SS:

Before me, a Notary Public in and for said County and State, personally appeared ERIK T. BRANDT, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

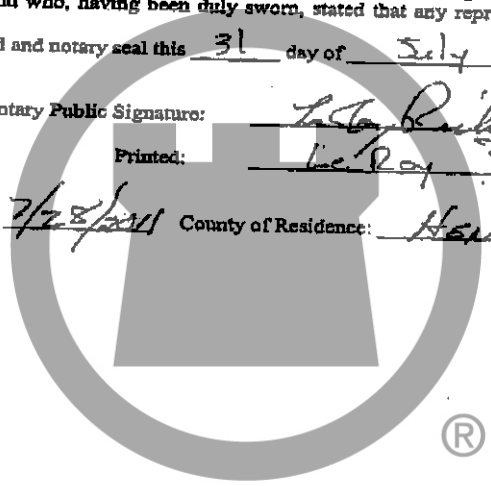
Witness my hand and notary seal this 31 day of July, 2003.



Notary Public Signature: [Signature]

Printed: Eric T. Brandt

My Commission Expires 7/28/2011 County of Residence: HENRICKS



CHICAGO TITLE

19

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

[Signature]
(owner's signature)
Jon MARQUESS
(printed)
7385 OAKVIEW DRIVE
(street address)

(owner's signature)

(printed)
64
(Lot No.)

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Jon MARQUESS, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 31st day of JULY, 2003.



Notary Public Signature: [Signature]
Printed: Cheryl Pickering
My Commission Expires 7/28/2011 County of Residence: HENDRICKS



CHICAGO TITLE

20

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Paul Miles
(owner's signature)
PAUL MILES
(printed)
7291 09Kview DR.
(street address)

(owner's signature)

(printed)
59
(Lot No.)

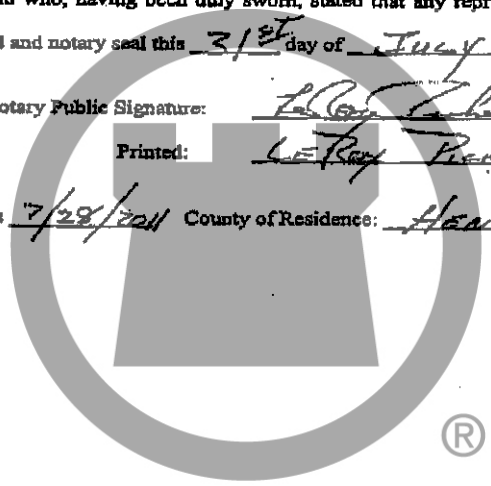
STATE OF INDIANA }
COUNTY OF Hendricks } SS:

Before me, a Notary Public in and for said County and State, personally appeared Paul Miles, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 31st day of July, 2003.



Notary Public Signature: LeRoy Purcell
Printed: LEROY PURCELL
My Commission Expires 7/28/2011 County of Residence: HENDRICKS



CHICAGO TITLE

21

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Chris Evans
(owner's signature)

(owner's signature)

Chris Evans
(printed)

(printed)

1998 Acorn Ct
(street address)

57
(Lot No.)

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared Chris Evans, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 31 day of July, 2003.

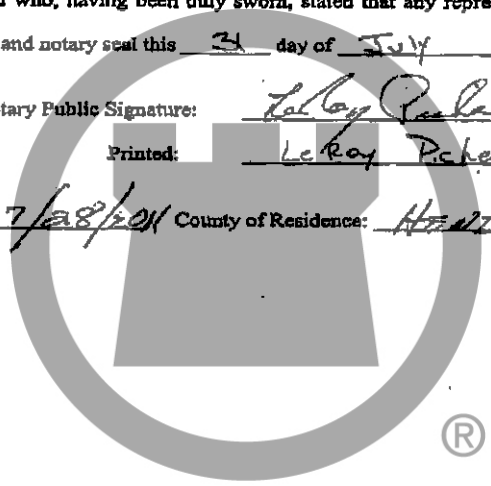


Notary Public Signature: LeRoy Pickering

Printed: LeRoy Pickering

Commission Expires 7/28/2011

County of Residence: HENDRICKS



CHICAGO TITLE

22

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

[Signature]
(owner's signature)

(owner's signature)

Scott M. Geans
(printed)

(printed)

7284 Oakview Dr.
(street address)

81
(Lot No.)

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared Scott Geans, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 31 day of July, 2003.

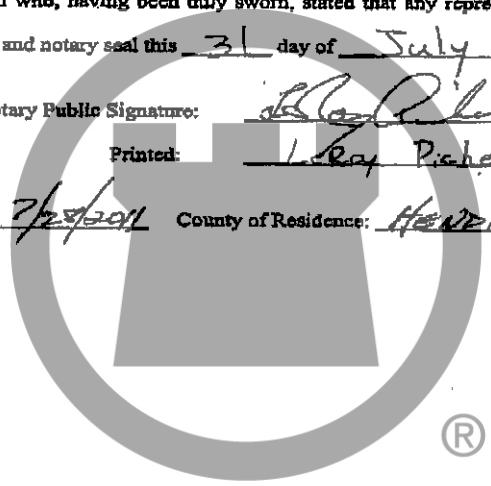


Notary Public Signature: [Signature]

Printed: L. Ray Pischering

My Commission Expires 7/29/2011

County of Residence: HENDRICKS



CHICAGO TITLE

23

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

[Signature]
(owner's signature)

(owner's signature)

LEROY P. WARRICK
(printed)

(printed)

7161 CANTON DR
(street address)

48
(Lot No.)

STATE OF INDIANA)
COUNTY OF HENDRICKS) SS:

Before me, a Notary Public in and for said County and State, personally appeared LEROY P. WARRICK, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

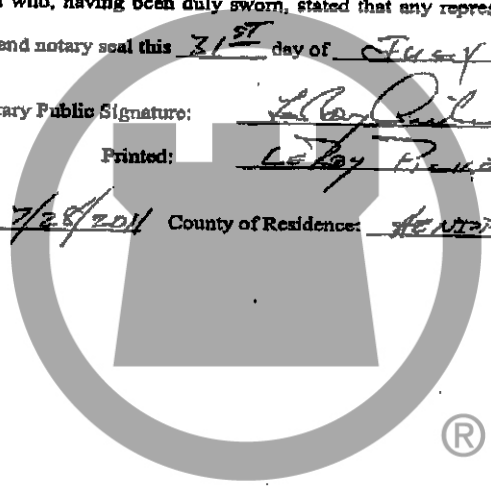
Witness my hand and notary seal this 31ST day of JULY, 2003.



Notary Public Signature: [Signature]

Printed: LEROY P. WARRICK

My Commission Expires 7/28/2011 County of Residence: HENDRICKS



CHICAGO TITLE

24

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Wendell Smith
(owner's signature)

Dinita Smith
(owner's signature)

Wendell Smith
(printed)

Dinita Smith
(printed)

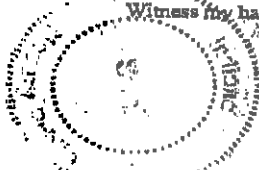
201 Oakbush Ct
(street address)

26
(Lot No.)

STATE OF INDIANA)
COUNTY OF HENDRICKS) SS:

Before me, a Notary Public in and for said County and State, personally appeared WENDELL + DINITA SMITH, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

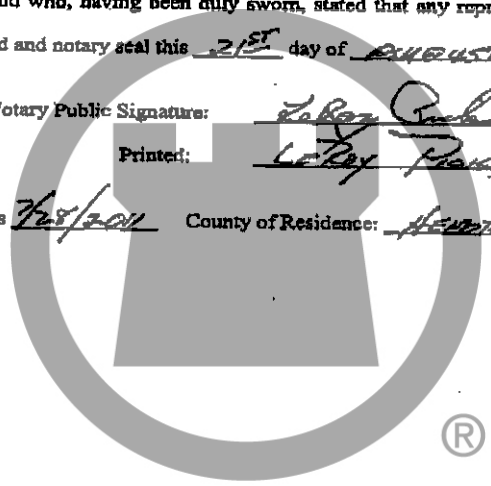
Witness my hand and notary seal this 21ST day of AUGUST, 2003.



Notary Public Signature: LEROY FLORES RUIZ

Printed: LEROY FLORES RUIZ

My Commission Expires 7/28/2011 County of Residence: HENDRICKS



CHICAGO TITLE

25

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Valerie Davenport
(owner's signature)

Valerie Davenport
(owner's signature)

Valerie Davenport
(printed)

Valerie Davenport
(printed)

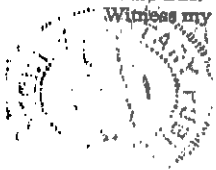
1948 Tawney Lane
(street address)

Lot 41
(Lot No.)

STATE OF INDIANA)
COUNTY OF Adelphi) SS:

Before me, a Notary Public in and for said County and State, personally appeared Valerie Davenport, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

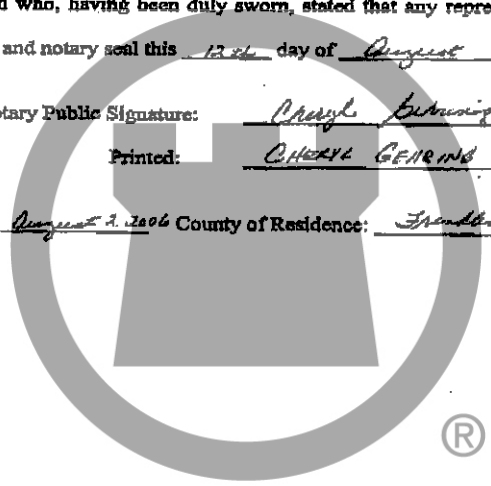
Witness my hand and notary seal this 13th day of August, 2003.



Notary Public Signature: Cheryl Gehring

Printed: CHERYL GEHRING

My Commission Expires August 7, 2006 County of Residence: Franklin



CHICAGO TITLE

28

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Robert Watkins
(owner's signature)

(owner's signature)

Robert Watkins
(printed)

(printed)

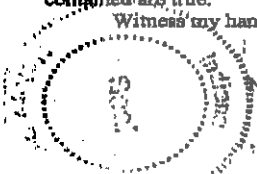
7305 Oakview Dr
(street address)

60
(Lot No.)

STATE OF INDIANA)
COUNTY OF HENDRIKS) SS:

Before me, a Notary Public in and for said County and State, personally appeared ROBERT WATKINS, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 28th day of AUGUST, 2003.



Notary Public Signature: Letoy P. [Signature]

Printed: Letoy P. [Signature]

My Commission Expires 7/8/2011 County of Residence: HENDRIKS



CHICAGO TITLE

29

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

David L. Ryle
(owner's signature)

Virginia Ryle
(owner's signature)

David L. Ryle
(printed)

Virginia Ryle
(printed)

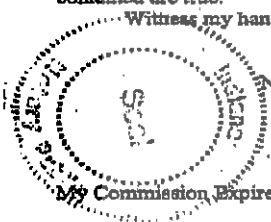
7154 Village Oaks Dr.
(street address)

6
(Lot No.)

STATE OF INDIANA)
COUNTY OF HENDRICKS) SS:

Before me, a Notary Public in and for said County and State, personally appeared DAVID RYLE who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 20th day of AUGUST, 2003.



Notary Public Signature:

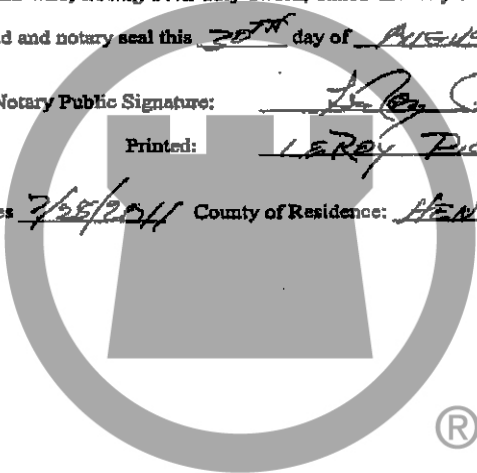
Larry Dickertzick

Printed:

LARRY DICKERZICK

My Commission Expires 7/25/2011

County of Residence: HENDRICKS



CHICAGO TITLE

30

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Neil Grant Cartwright
(owner's signature)
Neil Grant Cartwright
(printed)
7202 Village Oaks Drive
(street address)

(owner's signature)

(printed)
8
(Lot No.)

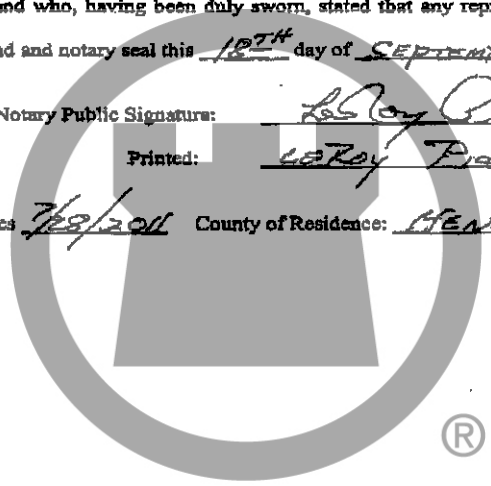
STATE OF INDIANA)
COUNTY OF HENDRICKS) SS:

Before me, a Notary Public in and for said County and State, personally appeared NEIL GRANT CARTWRIGHT, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 15TH day of SEPTEMBER, 2003.



Notary Public Signature: *LoRoy Richardson*
Printed: LoRoy Richardson
My Commission Expires 7/29/2011 County of Residence: HENDRICKS



CHICAGO TITLE

31

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

[Signature]
(owner's signature)

(owner's signature)

STEPHEN M. SULLIVAN
(printed)

(printed)

1906 ARDEN COURT
(street address)

88
(Lot No.)

STATE OF INDIANA)
COUNTY OF HUNDELSCH) SS:

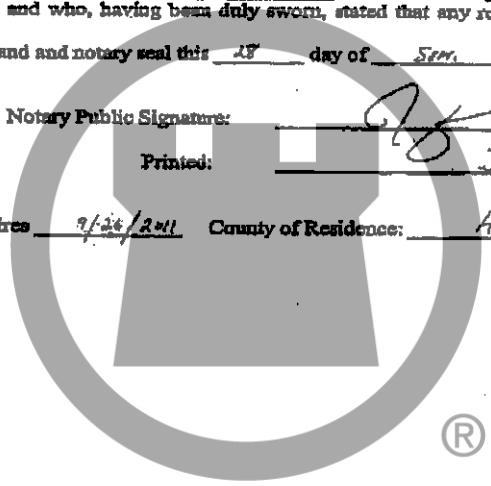
Before me, a Notary Public in and for said County and State, personally appeared STEPHEN M. SULLIVAN, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 15 day of SEP, 2003.

Notary Public Signature: [Signature]

Printed: J. M. MANUEL

My Commission Expires 9/28/2011 County of Residence: HE-ARLEN



CHICAGO TITLE

32

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

<u>Jenny Slaughter Moffitt</u> (owner's signature)	_____
<u>Jenny Slaughter Moffitt</u> (printed)	_____
<u>1909 Accord Ct</u> (street address)	<u>89</u> (Lot No.)

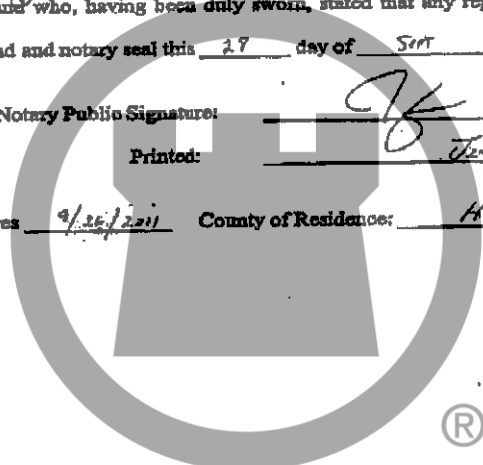
STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared Jenny Slaughter Moffitt, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 27 day of Sept, 2003.

Notary Public Signature: _____
Printed: Jen Mangano

My Commission Expires 9/26/2011 County of Residence: Hendricks



CHICAGO TITLE

33

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Stacy Maxwell
(owner's signature)

(owner's signature)

Stacy Maxwell
(printed)

(printed)

1912 Acorn Ct
(street address)

87
(Lot No.)

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared Stacy Maxwell, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 17 day of Sept, 2008.

Notary Public Signature: _____

Printed: _____

John Marshall

My Commission Expires 9/20/2011 County of Residence: Hendricks



CHICAGO TITLE

34

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Walter Eckels
(owner's signature)

(owner's signature)

Nikki A. Eckels
(printed)

(printed)

1936 Acorn Ct
(street address)

85
(Lot No.)

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared Nikki A. Eckels, who acknowledges the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

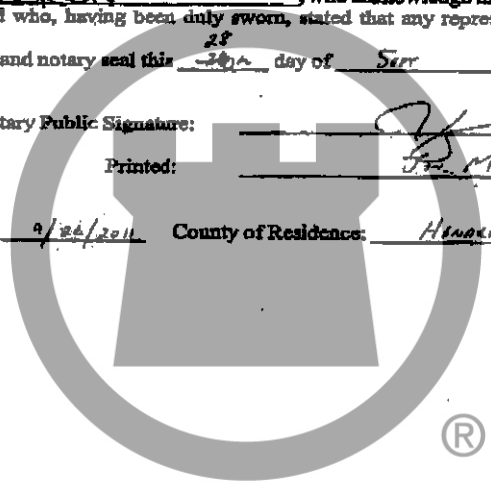
Witness my hand and notary seal this 28 day of Sept, 2003.

Notary Public Signature: _____

Printed: _____

[Signature]
J. M. M... ..

My Commission Expires 9/26/2011 County of Residence: Hendricks



CHICAGO TITLE

35

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Brook Berry
(owner's signature)
Brook Berry
(printed)
150 Arrow Ct.
(street address)

(owner's signature)

(printed)
84
(Lot No.)

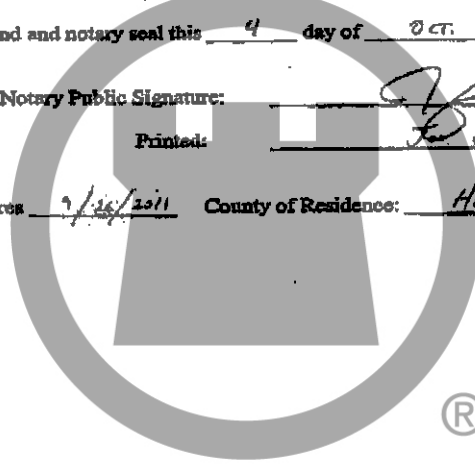
STATE OF INDIANA
COUNTY OF Hendricks } SS:

Before me, a Notary Public in and for said County and State, personally appeared Brook Berry, who acknowledges the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 4 day of Oct., 2003.

Notary Public Signature: _____
Printed: John Marshall

My Commission Expires 7/26/2011 County of Residence: Hendricks



CHICAGO TITLE

36

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Scott A. Albright
(owner's signature)
SCOTT ALBRIGHT
(printed)
1959 ACORN CT
(street address)

(owner's signature)

(printed)
93
(Lot No.)

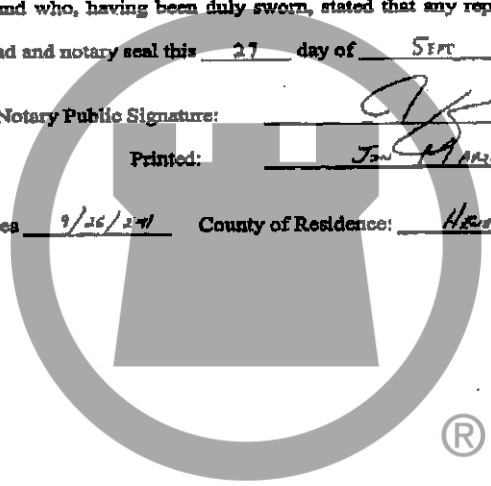
STATE OF INDIANA)
COUNTY OF HENDRICK) SS:

Before me, a Notary Public in and for said County and State, personally appeared SCOTT ALBRIGHT, who acknowledges the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 27 day of SEPT, 2003.

Notary Public Signature: [Signature]
Printed: John A. Albright

My Commission Expires 9/26/2011 County of Residence: Hendricks



CHICAGO TITLE

37

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Raegene R Heath
(owner's signature)

(owner's signature)

Raegene & Jack Heath
(printed)

(printed)

1978 Acorn Ct
(street address)

87
(Lot No.)

STATE OF INDIANA }
COUNTY OF Hendricks } SS:

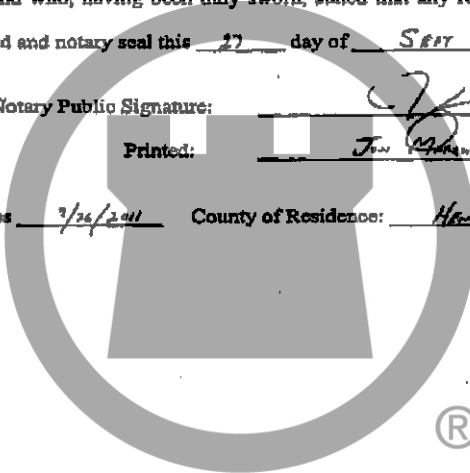
Before me, a Notary Public in and for said County and State, personally appeared Raegene Heath, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 27 day of SEPT, 2003.

Notary Public Signature: _____

Printed: John M. [unclear]

My Commission Expires 7/26/2011 County of Residence: Hendricks



CHICAGO TITLE

38

SIGNATURE PAGE

Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

[Signature]
(owner's signature)

(owner's signature)

Patrick Brock
(printed)

(printed)

897 Acorn St.
(street address)

96
(Lot No.)

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

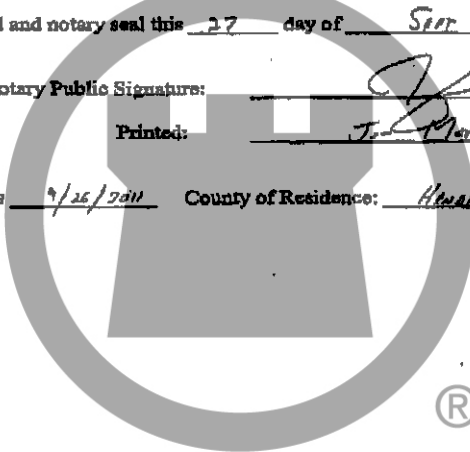
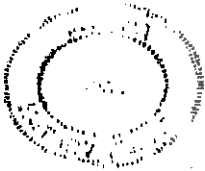
Before me, a Notary Public in and for said County and State, personally appeared Patrick Brock, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 27 day of Sept, 2003.

Notary Public Signature: [Signature]

Printed: John M. [Signature]

My Commission Expires 9/26/2011 County of Residence: Hendricks



CHICAGO TITLE

39

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Brian L. Booker
(owner's signature)

(owner's signature)

Brian L. Booker
(printed)

(printed)

2011 Aspen Ct.
(street address)

56
(Lot No.)

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared Brian L. Booker, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

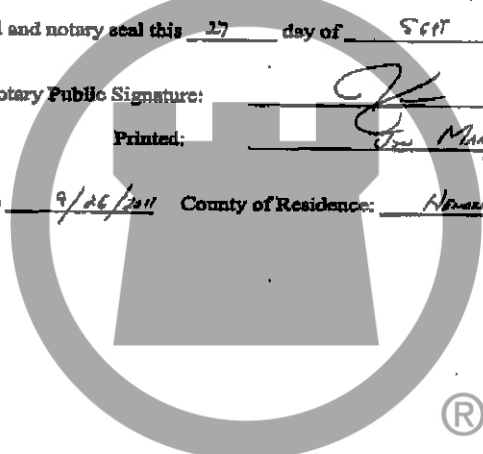
Witness my hand and notary seal this 27 day of SEPT, 2003.

Notary Public Signature: _____

Printed: _____

[Signature]
Tom MARRAS

My Commission Expires 9/26/2011 County of Residence: Hendricks



CHICAGO TITLE

40

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Becky Abdelhak
Becky Abdelhak
(owner's signature)
Becky Abdelhak
(printed)
7023 Oaklake Cr.
(street address)

(owner's signature)

(printed)
19
(Lot No.)

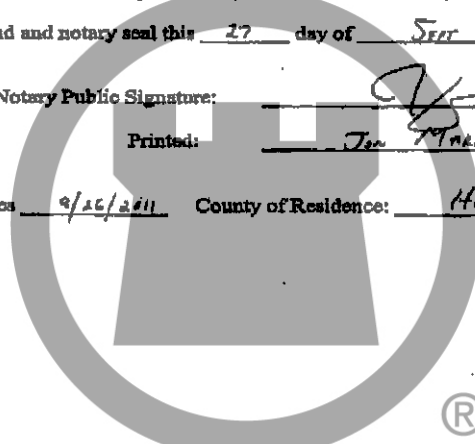
STATE OF INDIANA }
COUNTY OF Hendrick } SS:

Before me, a Notary Public in and for said County and State, personally appeared Becky Abdelhak, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 27 day of SEPT, 2003.

Notary Public Signature: _____
Printed: Jan M. August

My Commission Expires 9/16/2011 County of Residence: Hendrick



CHICAGO TITLE

41

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Sheryl Pickett
(owner's signature)

(owner's signature)

SHERYL PICKETT
(printed)

(printed)

7024 Oakdale Ct
(street address)

18
(Lot No.)

STATE OF INDIANA
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared SHERYL PICKETT, who acknowledges the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

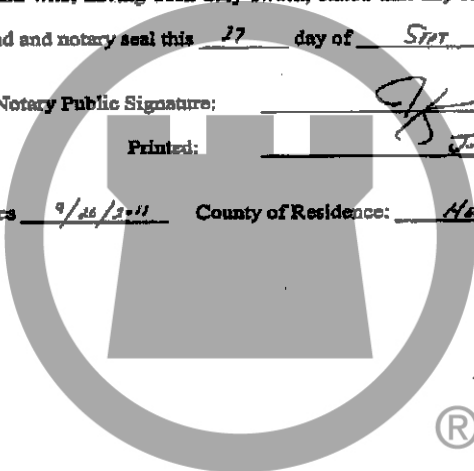
Witness my hand and notary seal this 27 day of SEPT, 2003.

Notary Public Signature: _____

Printed: _____

Jane M. [Signature]

My Commission Expires 9/26/2011 County of Residence: Hendricks



CHICAGO TITLE

42

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

LeAnn M Grubel
(owner's signature)

LeAnn Grubel
(printed)

7050 Oaklake Ct
(street address)

Hendricks City
STATE OF INDIANA

COUNTY OF _____) SS:

(owner's signature)

(printed)

17
(Lot No.)

Before me, a Notary Public in and for said County and State, personally appeared LeAnn Grubel, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 14 day of May, 2003.

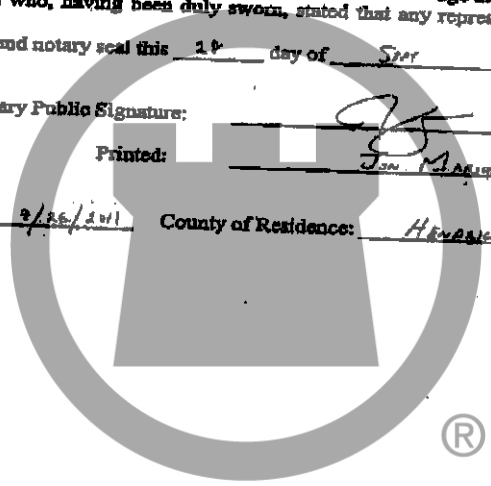
Notary Public Signature: _____

Printed: _____

JAN M. ALLEN

My Commission Expires 2/26/2011

County of Residence: HENDRICKS



CHICAGO TITLE

43

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

J. S. Ailes
(owner's signature)
J. S. AILES
(printed)
1923 TAWNEY LANE
(street address)

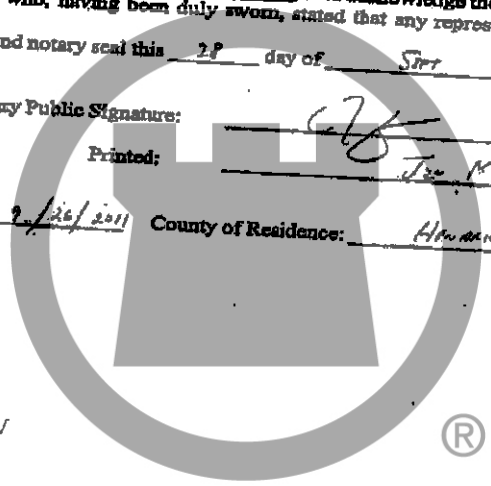
(owner's signature)

(printed)
310
(Lot No.)

STATE OF INDIANA
COUNTY OF Hendricks } SS:

Before me, a Notary Public in and for said County and State, personally appeared J. S. Ailes, who acknowledges the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.
Witness my hand and notary seal this 28 day of Sept, 2003.

Notary Public Signature: *[Signature]*
Printed: Jay Manzoni
My Commission Expires 9/26/2011 County of Residence: Hendricks



CHICAGO TITLE

47

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Antoine Tinsley
(owner's signature)

(owner's signature)

Antoine Tinsley
(printed)

(printed)

2018 Oakbrook St.
(street address)

29
(Lot No.)

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

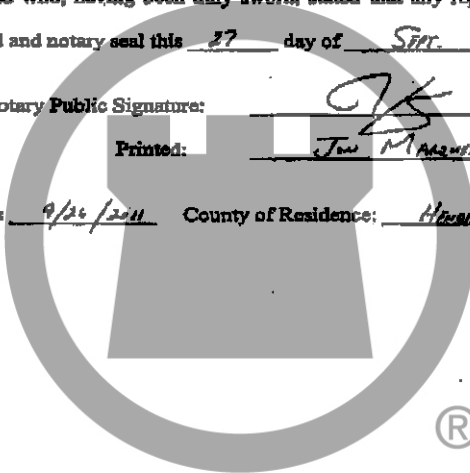
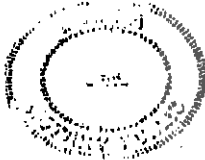
Before me, a Notary Public in and for said County and State, personally appeared Antoine Tinsley, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 27 day of Sept., 2003.

Notary Public Signature: [Signature]

Printed: Tom M. [Signature]

My Commission Expires 9/30/2011 County of Residence: Hendricks



CHICAGO TITLE

48

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

John Rasich
(owner's signature)
John Rasich
(printed)
7025 Village Oaks Drive
(street address)

(owner's signature)

(printed)
10
(Lot No.)

STATE OF INDIANA }
COUNTY OF Hendricks } SS:

Before me, a Notary Public in and for said County and State, personally appeared John Rasich, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 27 day of Sept, 2003.

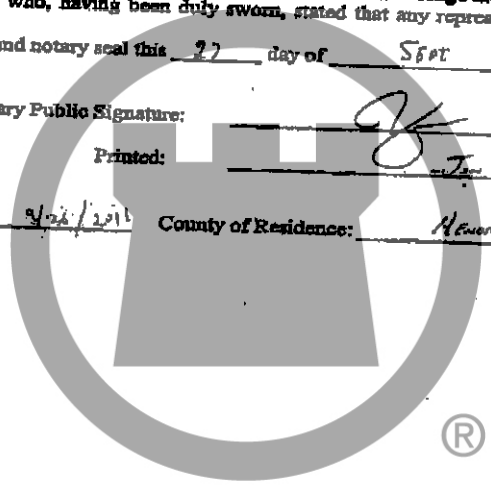
Notary Public Signature:

Printed:

[Signature]
Tom Manzoni

My Commission Expires 3/26/2011

County of Residence: Hendricks



CHICAGO TITLE

49

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

[Signature]
(owner's signature)
DAIME TORPACO
(printed)
702B VILLAGE OAKS
(street address)

(owner's signature)

(printed)
1
(Lot No.)

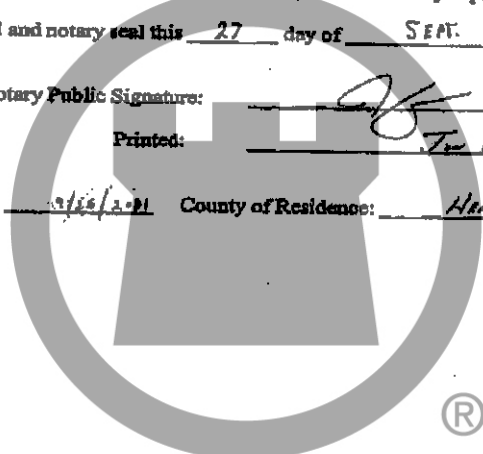
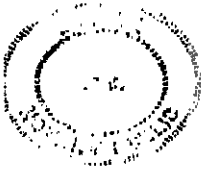
STATE OF INDIANA)
COUNTY OF HENRICH) SS:

Before me, a Notary Public in and for said County and State, personally appeared DAIME TORPACO, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 27 day of SEPT., 2003.

Notary Public Signature: [Signature]
Printed: Tom Marzetti

My Commission Expires 9/25/2011 County of Residence: Henrich



CHICAGO TITLE

50

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Mike Wilson
(owner's signature)
7053 Village Oaks Dr.
(printed)
7053 Village Oaks Dr.
(street address)

Mike Wilson
(owner's signature)

(printed)

(Lot No.)

STATE OF INDIANA)
COUNTY OF Hancock) SS:

Before me, a Notary Public in and for said County and State, personally appeared *MIKE WILSON*, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

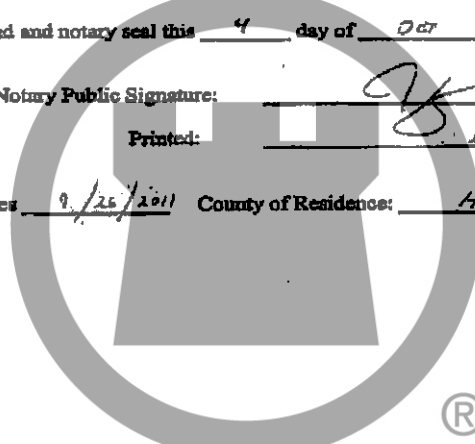
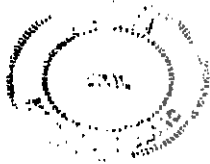
Witness my hand and notary seal this 4 day of Oct, 2003.

Notary Public Signature: _____

Printed: _____

Tom Macguffin

My Commission Expires 9/25/2011 County of Residence: HANDCOCK



CHICAGO TITLE

52

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

[Signature]
(owner's signature)
ing
(printed)
1922 Oakbrook
(street address)

(owner's signature)

(printed)

(Lot No.)

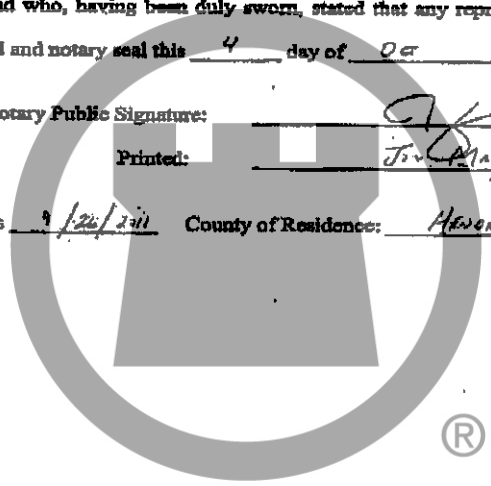
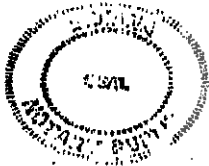
STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared [Signature] who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 4 day of Oct, 2003.

Notary Public Signature: [Signature]
Printed: Jim Marquardt

My Commission Expires 9/26/2011 County of Residence: Hendricks



CHICAGO TITLE

53

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Glenda Fejo
(owner's signature)
Glenda Fejo
(printed)
1938 Wackbroke
(street address)

Fernanda Fejo
(owner's signature)
Fernanda Fejo
(printed)
14
(Lot No.)

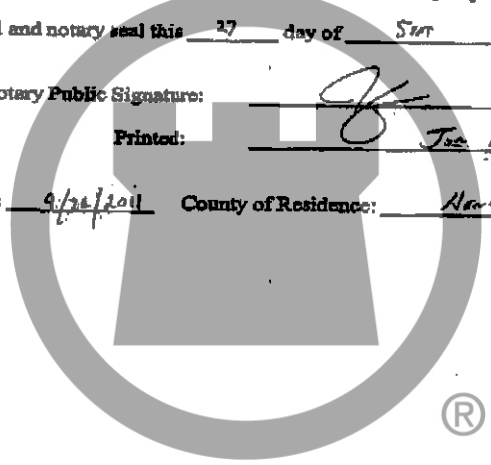
STATE OF INDIANA)
COUNTY OF Hendrick) SS:

Before me, a Notary Public in and for said County and State, personally appeared *Glenda Fejo*, who acknowledges the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 27 day of Sept, 2003.

Notary Public Signature: *Joa Marquez*
Printed: Joa Marquez

My Commission Expires 9/28/2011 County of Residence: Hendrick



CHICAGO TITLE

54

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Blanton Gentry
(owner's signature)

(owner's signature)

Blanton Gentry
(printed)

(printed)

1943 Dalebrooke Dr
(street address)

3D
(Lot No.)

STATE OF INDIANA)
COUNTY OF Hendricks Co.) SS:

Before me, a Notary Public in and for said County and State, personally appeared Blanton Gentry who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 28 day of Sept, 2003.

Notary Public Signature:

Printed:

J. Mangum

My Commission Expires 9/26/2011 County of Residence: HOWARD



CHICAGO TITLE

56

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Villages Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

James W. Curry
(owner's signature)
JAMES W CURRY
(printed)
7133 OAKVIEW DR
(street address)

(owner's signature)

(printed)

(Lot No.)

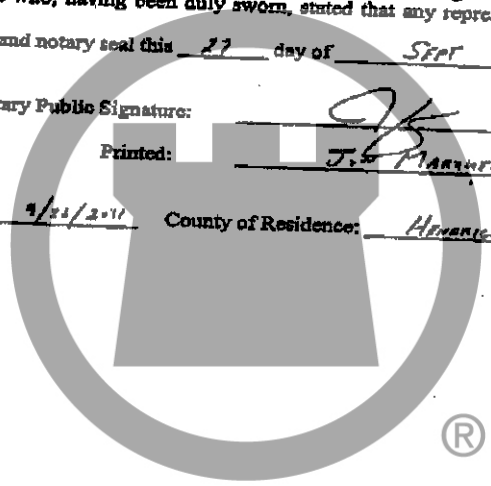
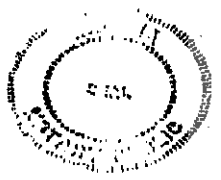
STATE OF INDIANA
COUNTY OF HENDRICKS } SS:

Before me, a Notary Public in and for said County and State, personally appeared JAMES W CURRY, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 27 day of SEPT, 2003.

Notary Public Signature: *J.P. Marshall*
Printed: J.P. MARSHALL

My Commission Expires 4/23/2011 County of Residence: HENDRICKS



CHICAGO TITLE

54

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Thomas L. Konrad
(owner's signature)

(owner's signature)

Tom KONRAD
(printed)

(printed)

7149 Oakview Dr
(street address)

47
(Lot No.)

STATE OF INDIANA }
COUNTY OF Hendricks } SS:

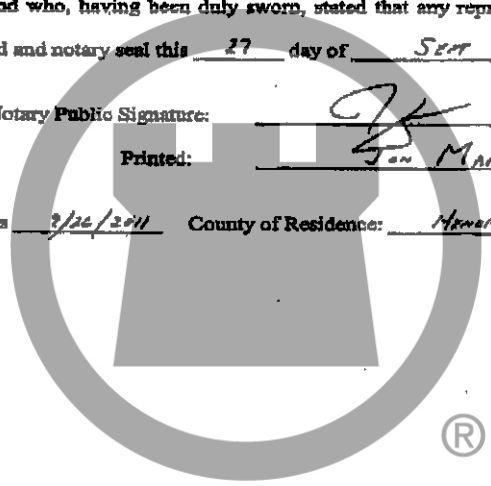
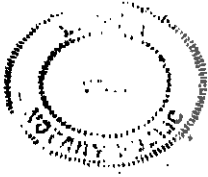
Before me, a Notary Public in and for said County and State, personally appeared Thomas L. Konrad, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 27 day of Sept, 2003.

Notary Public Signature: [Signature]

Printed: Jan MARQUEE

My Commission Expires 2/26/2011 County of Residence: Hendricks



CHICAGO TITLE

57

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Sandra Miles
(owner's signature)

(owner's signature)

Sandra Miles
(printed)

(printed)

7291 Oakview
(street address)

(Lot No.)

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

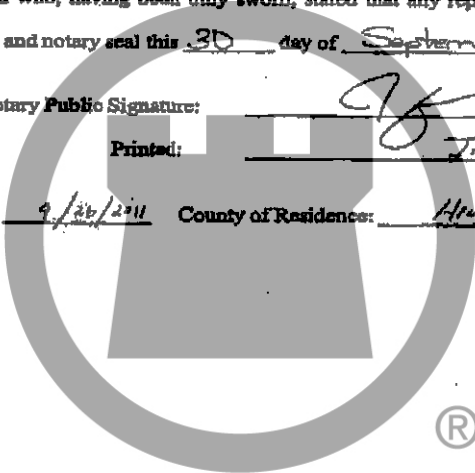
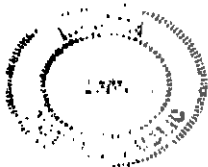
Before me, a Notary Public in and for said County and State, personally appeared Sandra Miles, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 30 day of September, 2003.

Notary Public Signature: _____

Printed: Jim Mazzoni

My Commission Expires 9/26/2011 County of Residence: Hendricks



CHICAGO TITLE

58

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Christina Manera
(owner's signature)
Christina Manera
(printed)
7298 Oakview Dr.
(street address)

Christina Manera
(owner's signature)
Christina Manera
(printed)
81
(Lot No.)

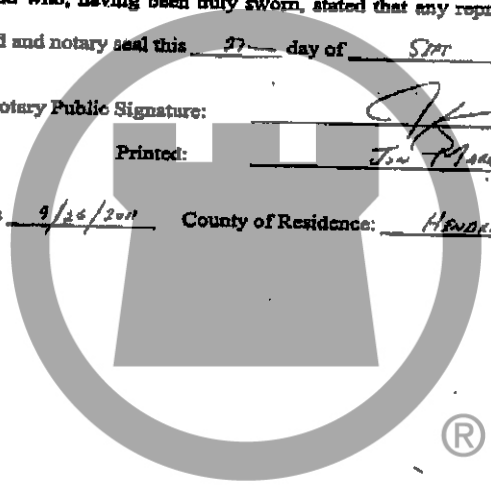
STATE OF INDIANA
COUNTY OF Hendricks SS:

Christina Manera
I, _____, a Notary Public in and for said County and State, personally appeared _____, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 27 day of Sept, 2003.

Notary Public Signature: _____
Printed: Tom Morawitz

My Commission Expires 9/26/2011 County of Residence: Hendricks



CHICAGO TITLE

59

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

[Signature]
(owner's signature)

(owner's signature)

Robert M Pecar
(printed)

(printed)

7312 Oakview Dr
(street address)

79
(Lot No.)

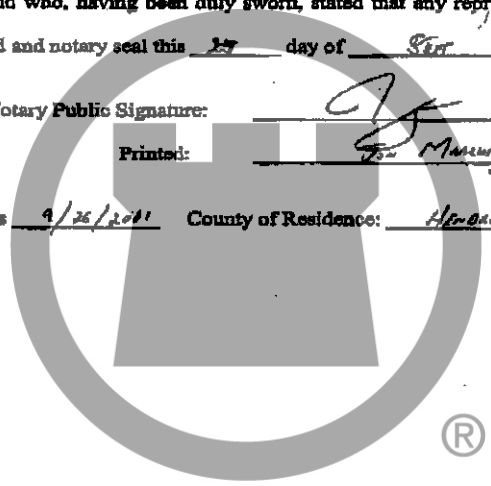
STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared Robert M Pecar who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 27 day of Sept, 2003.

Notary Public Signature: [Signature]
Printed: Tom M... ..

My Commission Expires 9/26/2008 County of Residence: Hendricks



CHICAGO TITLE

60

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

[Signature]
(owner's signature)

(owner's signature)

Warren McMichael
(printed)

(printed)

7321 Oakwood Dr.
~~7321 Oakwood Dr.~~
(street address)

61
(Lot No.)

STATE OF INDIANA }
COUNTY OF Henricks County } SS:

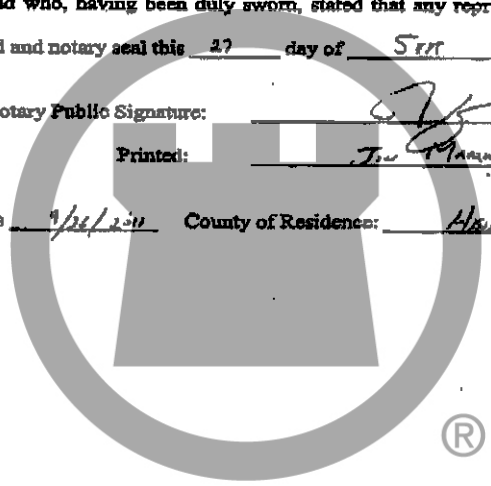
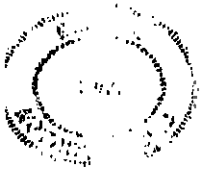
Before me, a Notary Public in and for said County and State, personally appeared Warren McMichael, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 27 day of SEP, 2003.

Notary Public Signature: [Signature]

Printed: Jessie M. [Signature]

My Commission Expires 9/26/2011 County of Residence: Henricks



CHICAGO TITLE

61

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Carl Johnson
(owner's signature)

(owner's signature)

Carl Johnson
(printed)

(printed)

7326 Oakview Dr.
(street address)

78
(Lot No.)

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared Carl Johnson, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 27 day of Sept, 2003.

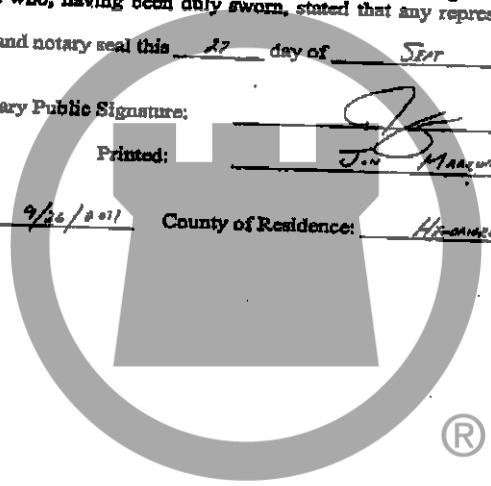
Notary Public Signature:

Printed:

J. M. MANCINI

My Commission Expires 9/26/2011

County of Residence: Hendricks



CHICAGO TITLE

62

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Elaine Roope
(owner's signature)

(owner's signature)

Elaine Roope
(printed)

(printed)

7340 Oakview Drive
(street address)

(Lot No.)

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared Elaine Roope, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

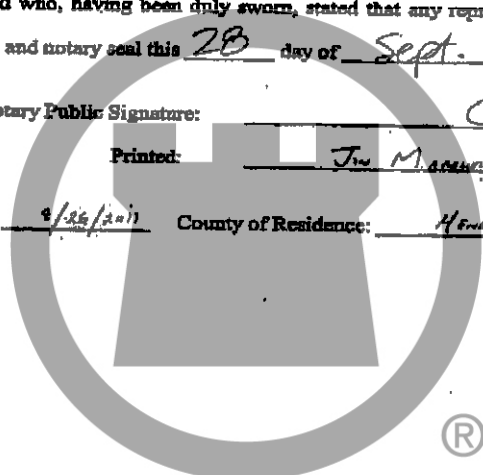
Witness my hand and notary seal this 28 day of Sept., 2003.

Notary Public Signature:

Printed:

J. M. [Signature]

My Commission Expires 8/26/2011 County of Residence: Hendricks



CHICAGO TITLE

63

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

[Signature]
(owner's signature)

(owner's signature)

ANTHONY WILSON
(printed)

(printed)

755 ONE VIEWS AP.
AVON, IN
(street address)

62
(Lot No.)

STATE OF INDIANA }
COUNTY OF HENRIKES } SS:

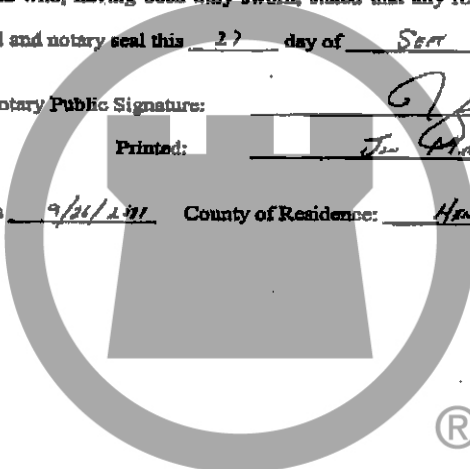
Before me, a Notary Public in and for said County and State, personally appeared ANTHONY WILSON, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 27 day of SEPT, 2003.

Notary Public Signature: [Signature]

Printed: JIM A. [Signature]

My Commission Expires 9/26/2011 County of Residence: HENRIKES



CHICAGO TITLE

6f

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Jenny Tallent
(owner's signature)

(owner's signature)

Jenny Tallent
(printed)

(printed)

156 Oakview Dr.
(street address)

76
(Lot No.)

STATE OF INDIANA
COUNTY OF Hendricks } SS:

Before me, a Notary Public in and for said County and State, personally appeared Jenny Tallent, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 28 day of SEP, 2003.

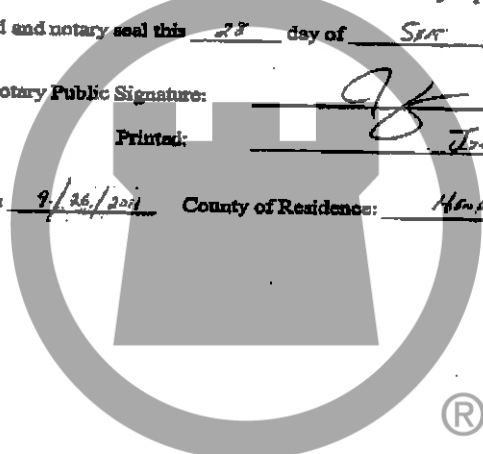
Notary Public Signature: _____

Printed: _____

[Signature]
Jen MARRIS

My Commission Expires 9/26/2011

County of Residence: Hendricks



CHICAGO TITLE

65

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Dreama Weber
(owner's signature)

(owner's signature)

Dreama Weber
(printed)

(printed)

7367 Oakview Dr.
(street address)

65
(Lot No.)

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

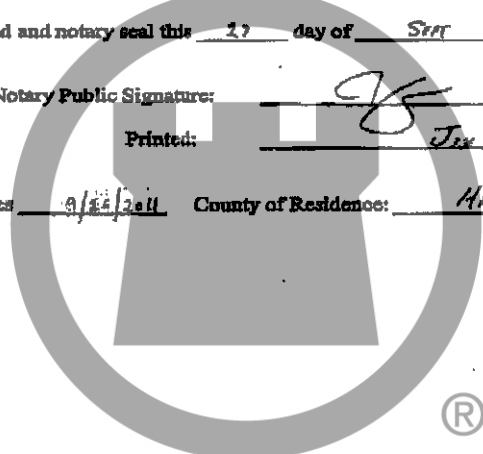
Before me, a Notary Public in and for said County and State, personally appeared Dreama Weber, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 17 day of SEP, 2003.

Notary Public Signature: [Signature]

Printed: JOE MARSH

My Commission Expires 9/22/2011 County of Residence: HENDRICKS



CHICAGO TITLE

67

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Lance J Deal
(owner's signature)

(owner's signature)

Lance J Deal
(printed)

(printed)

7401 Oakview
(street address)

65
(Lot No.)

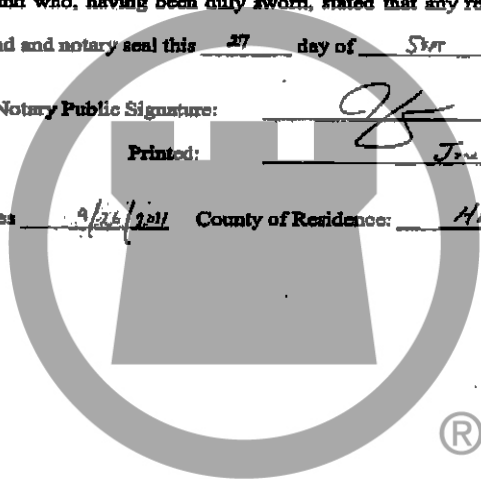
STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared Lance J Deal, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 27 day of Sept, 2003.

Notary Public Signature: [Signature]
Printed: Jane Marshall

My Commission Expires 9/26/2011 County of Residence: Hendricks



CHICAGO TITLE

68

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

David Kelly
(owner's signature)
David Kenberg
(printed)
7406 Oakview Dr
(street address)

(owner's signature)

(printed)
73
(Lot No.)

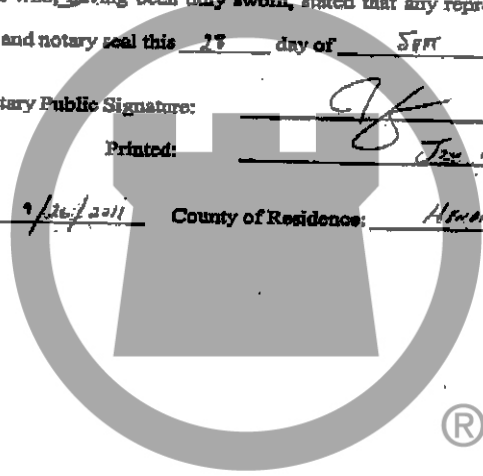
STATE OF INDIANA)
COUNTY OF HANDS) SS:

Before me, a Notary Public in and for said County and State, personally appeared David Kenberg, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 28 day of SEP, 2003.

Notary Public Signature: *J. M. Marshall*
Printed: J. M. MARSHALL

My Commission Expires 9/26/2011 County of Residence: HANDS



CHICAGO TITLE

69

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Stephanie Colletti
(owner's signature)
Stephanie Colletti
(printed)
7415 Oakview Dr
(street address)

(owner's signature)

(printed)
1610
(Lot No.)

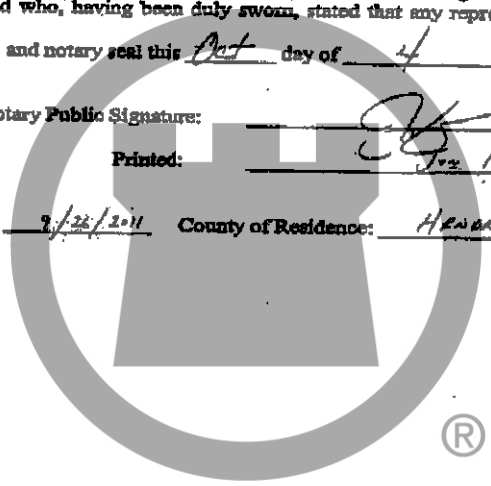
STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared Stephanie Colletti, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 1st day of April, 2003.

Notary Public Signature: _____
Printed: Joe Marshall

My Commission Expires 7/22/2011 County of Residence: HENDRICKS



CHICAGO TITLE

70

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Sheila Baker
(owner's signature)

(owner's signature)

SHEILA BAKER
(printed)

(printed)

7424 Oakview Dr.
(street address)

72
(Lot No.)

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared SHEILA BAKER, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

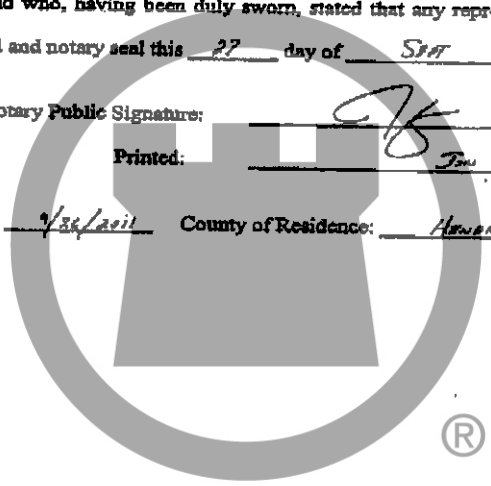
Witness my hand and notary seal this 27 day of SEP, 2003.

Notary Public Signature: _____

Printed: _____

Joni Marquis

My Commission Expires 1/31/2011 County of Residence: Hendricks



CHICAGO TITLE

71

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Jeff Reynolds
(owner's signature)
JEFF REYNOLDS
(printed)
7440 DAKOTA DR
(street address)

(owner's signature)

(printed)
71
(Lot No.)

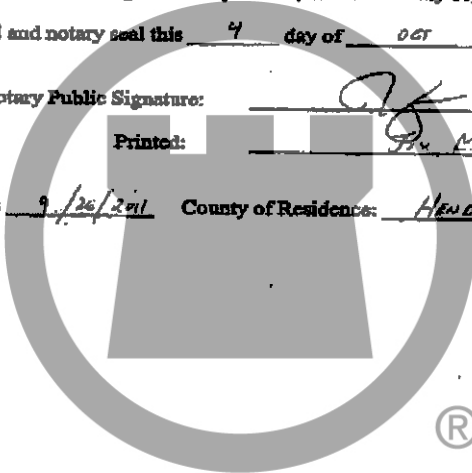
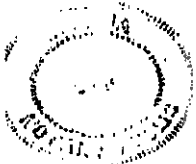
STATE OF INDIANA)
COUNTY OF HENDRICKS) SS:

Before me, a Notary Public in and for said County and State, personally appeared Jeff Reynolds, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 4 day of OCT, 2003.

Notary Public Signature: *[Signature]*
Printed: John M. Morgan

My Commission Expires 9/26/2011 County of Residence: HENDRICKS



CHICAGO TITLE

73

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Angie Ryan
(owner's signature)

(owner's signature)

ANGIE Ryan
(printed)

(printed)

2033 Oakbrook Ct
(street address)

(Lot No.)

STATE OF INDIANA
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared Angie Ryan, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this _____ day of _____, 2003.

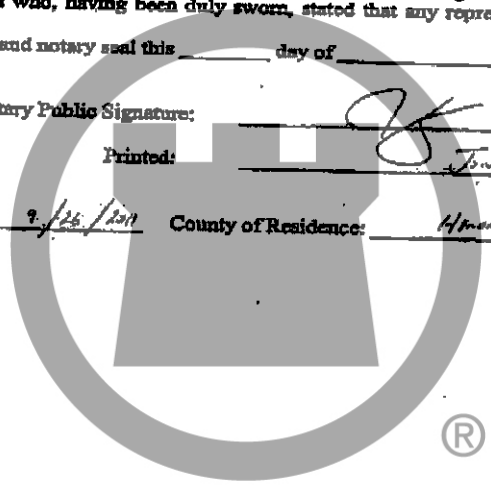
Notary Public Signature: _____

Printed: _____

Tom Mangus

My Commission Expires 9/26/2011

County of Residence: Hendricks



CHICAGO TITLE

74

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Michael Russoman
(owner's signature)

Michael Russoman
(owner's signature)

Mike Russoman
(printed)

Mike Russoman
(printed)

2034 Oakdale Ct.
(street address)

23
(Lot No.)

STATE OF INDIANA }
COUNTY OF Hendricks } SS:

Before me, a Notary Public in and for said County and State, personally appeared Michael Russoman, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

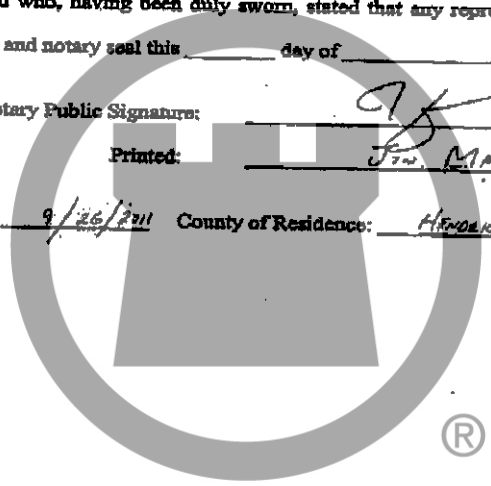
Witness my hand and notary seal this _____ day of _____, 2003.

Notary Public Signature: _____

Printed: _____

J. M. Russoman
J. M. Russoman

My Commission Expires 9/26/2011 County of Residence: Hendricks



CHICAGO TITLE

75

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Lori A. Lasley
(owner's signature)

(owner's signature)

Lori A. Lasley
(printed)

(printed)

1909 Tawney Lane
(street address)

(Lot No.)

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared Lori A. Lasley who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

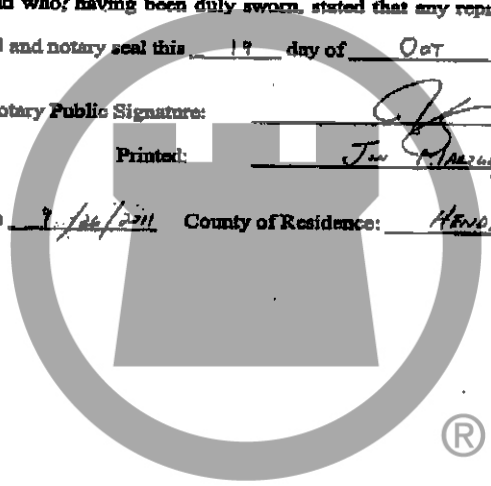
Witness my hand and notary seal this 19 day of Oct, 2003.

Notary Public Signature: _____

Printed: _____

[Signature]
JAN 11 2004

My Commission Expires 7/26/2011 County of Residence: HENDRICKS



CHICAGO TITLE

76

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Patrick Mulkey
 (owner's signature)
PATRICK MULKEY
 (printed)
7231 Oakview Dr.
 (street address)

 (owner's signature)

 (printed)

 (Lot No.)

STATE OF INDIANA)
 COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared PATRICK MULKEY, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 14 day of OCT, 2003.

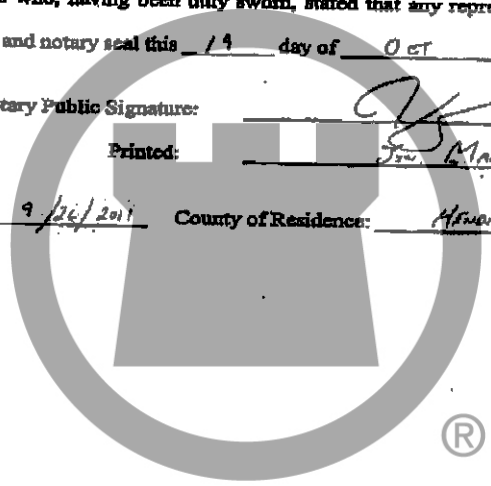
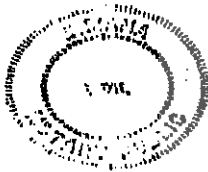
Notary Public Signature: _____

Printed: _____

[Signature]
John M. MARSH

My Commission Expires 9/26/2011

County of Residence: HENDRICKS



CHICAGO TITLE

77

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Cora Simonds
(owner's signature)

(owner's signature)

CORAY SIMONDS
(printed)

(printed)

7164 OAKVIEW DRIVE
(street address)

44
(Lot No.)

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared CORAY SIMONDS, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notary seal this 17 day of OCT, 2003.

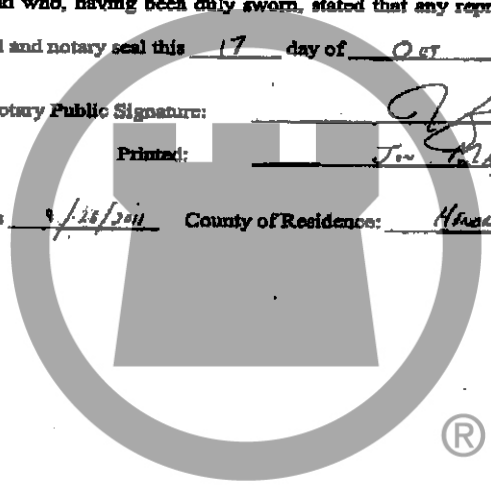
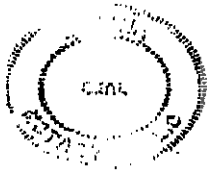
Notary Public Signature: _____

Printed: _____

JOHN M. MARSH

My Commission Expires 9/28/2011

County of Residence: Hendricks



CHICAGO TITLE

78

SIGNATURE PAGE
Amendments to the Declaration of Restrictions
for Village Oaks, Sections One, Two, Three, and Four
(relating to the Development Committee,
Prohibited Improvements, Outbuildings, and Amendments)

Brian Gregory
(owner's signature)

Debbie Gregory
(owner's signature)

Brian Gregory
(printed)

Debbie Gregory
(printed)

7210 Oakview DR. AVON IN
(street address)

40
(Lot No.)

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

Before me, a Notary Public in and for said County and State, personally appeared Brian + Debbie Gregory, who acknowledge the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

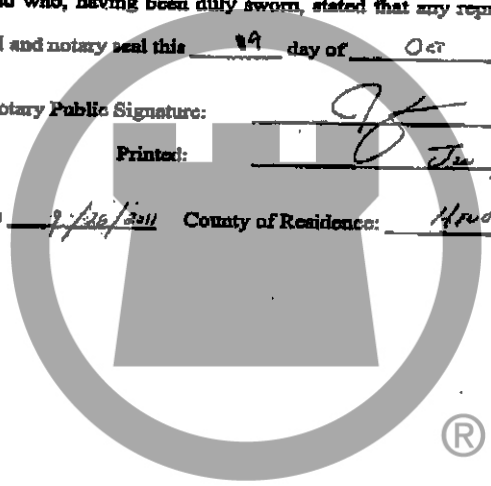
Witness my hand and notary seal this 19 day of Oct, 2003.

Notary Public Signature:

Printed:

[Signature]
Jim MARZEN

My Commission Expires 9/26/2011 County of Residence: HENDRICKS



CHICAGO TITLE