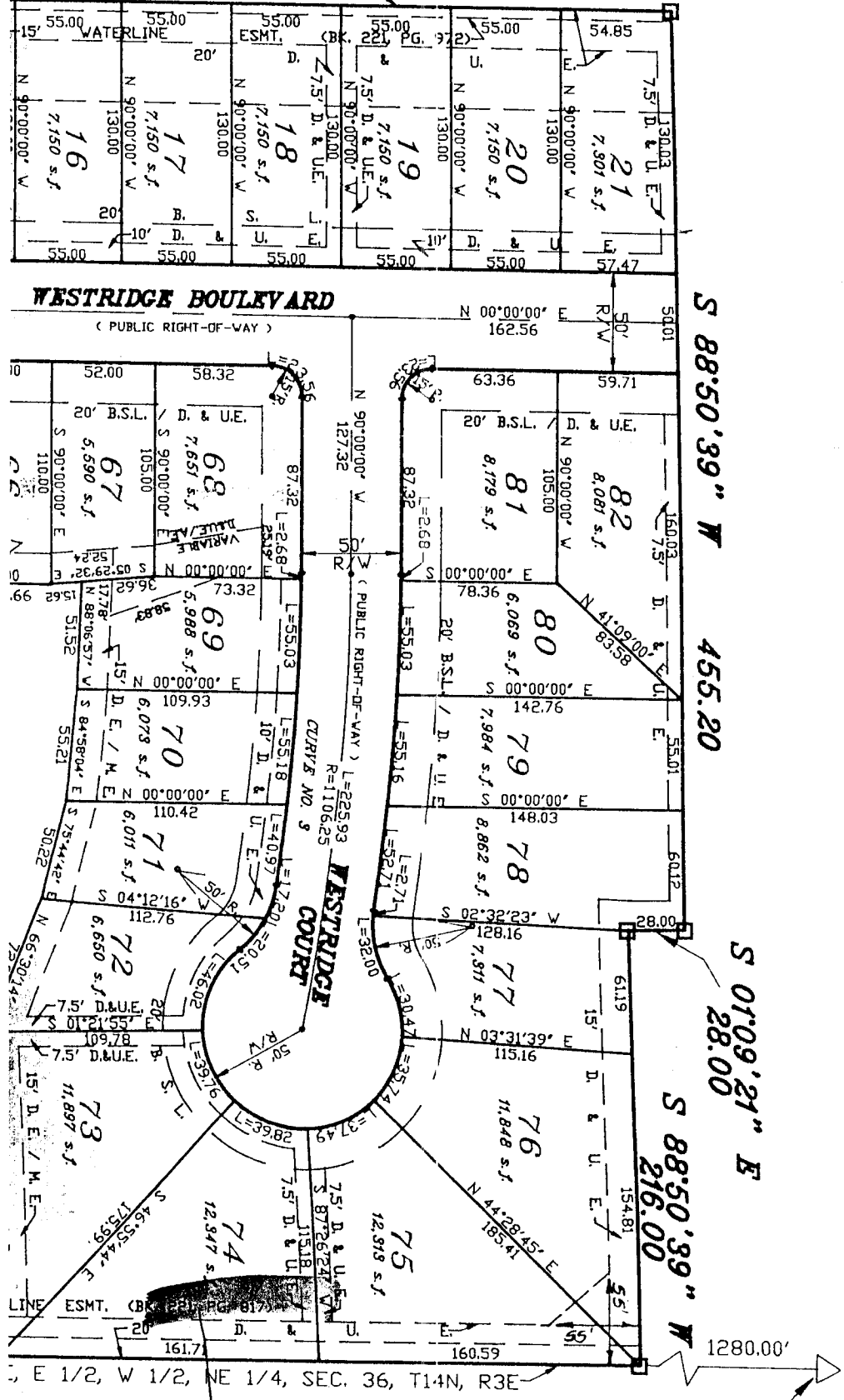


MS 66/325

2, NE 1/4, SEC. 36, T14N, R3E



WESTRIDGE
WHITE RIVER TOWNSHIP
GREENWOOD, INDIANA

S 88°50'39" W 455.20

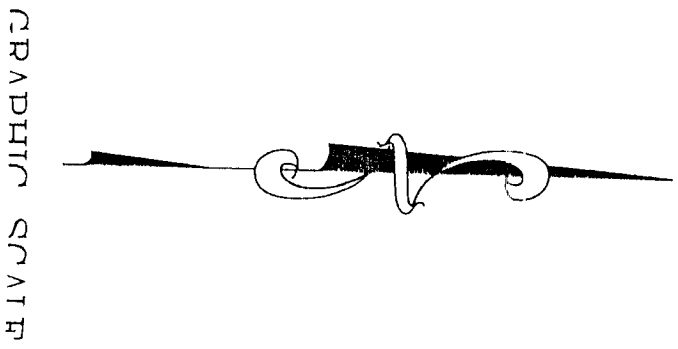
S 01°09'21" E 28.00

S 88°50'39" W 216.00

NE. CDR. E 1/2, W 1/2
 NE. 1/4, 36-14-3

E 1/2, W 1/2, NE 1/4, SEC. 36, T14N, R3E

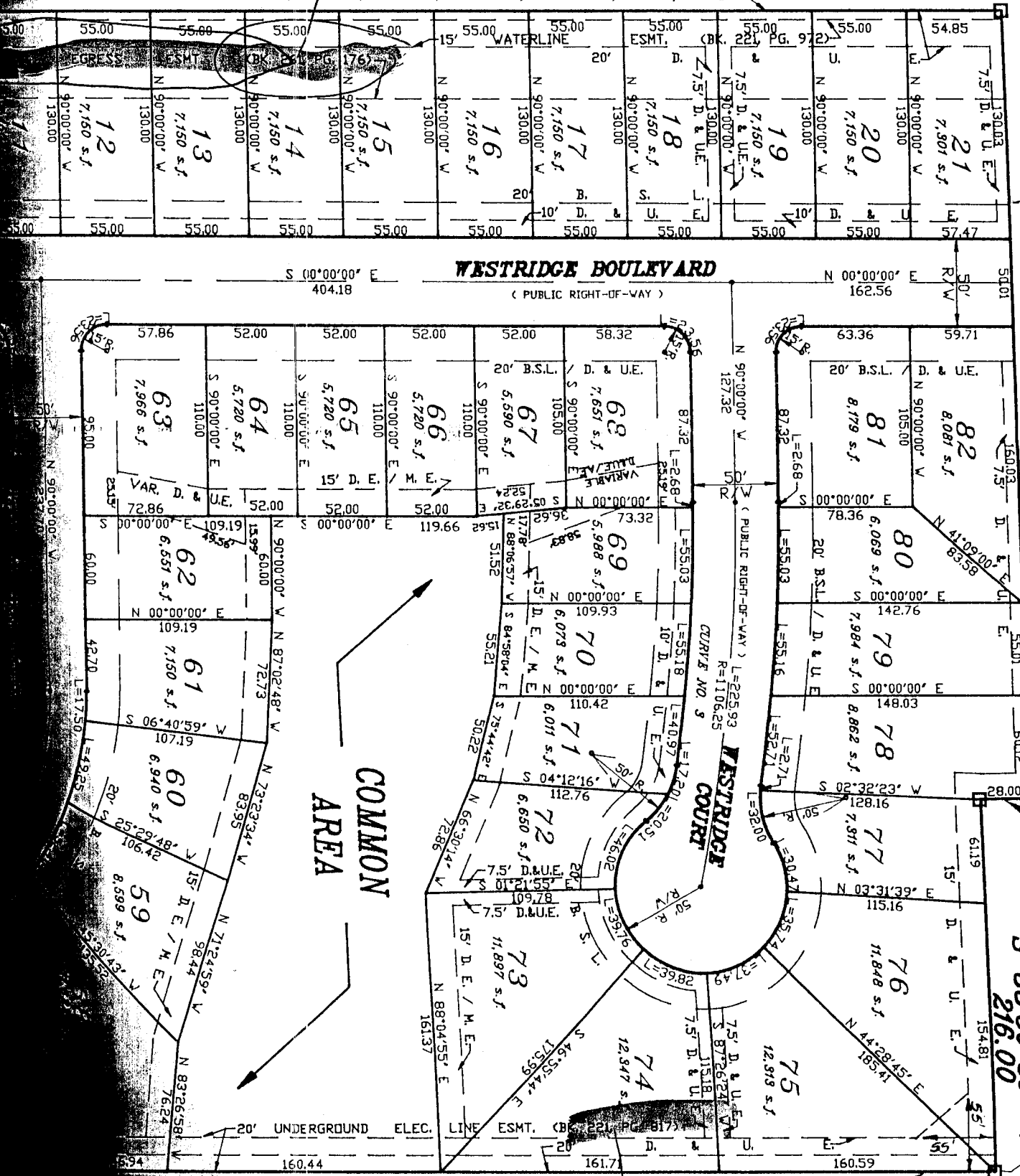
Specific



GRAPHIC SCALE

408.89

WEST LINE, E 1/2, W 1/2, NE 1/4, SEC. 36, T14N, R3E



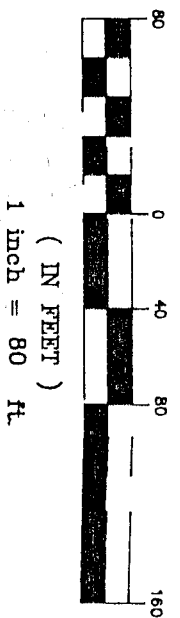
S 88°50'39" W 455.20

S 88°50'39" W 216.00

380.87

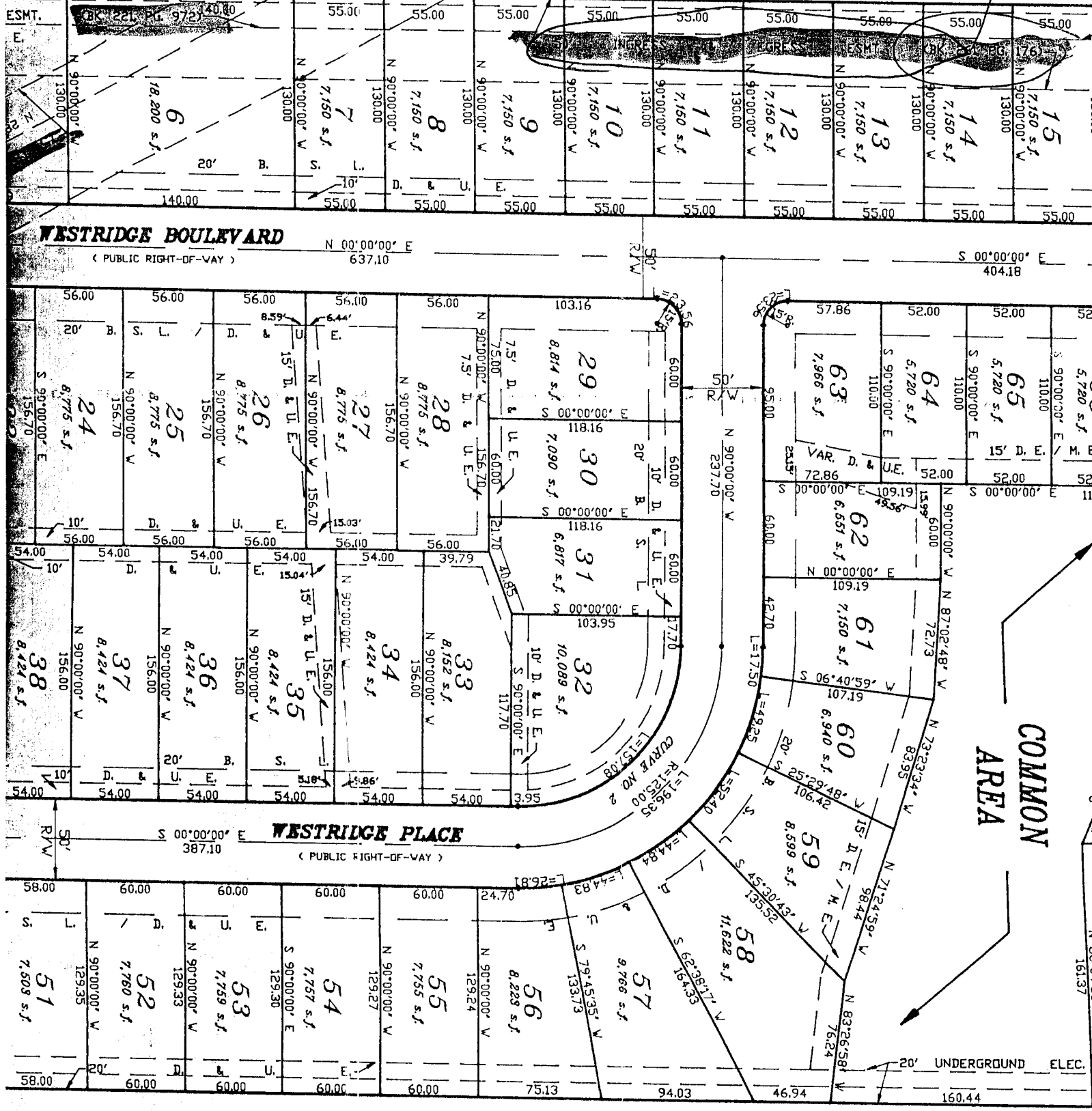
EAST LINE, E 1/2, W 1/2, NE 1/4, SEC. 36, T14N, R3E

Specific
loggers

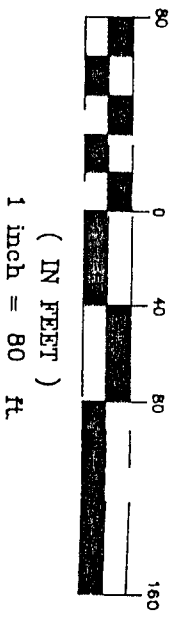


GRAPHIC SCALE





N 00°01'34" W 1380.87 EAST LINE



LEGEND

- 70 LOT NUMBER
- 11,622 s.f. LOT AREA (SQUARE FEET)
- B. S. L. BUILDING SETBACK LINE
- D. & U. E. DRAINAGE & UTILITY EASEMENT
- A. E. ACCESS EASEMENT
- M. E. MAINTENANCE EASEMENT
- S. E. SIGN EASEMENT
- N. D. E. NO DRIVEWAY EASEMENT
- 4" x 4" CONCRETE MONUMENT
- 30" COPPERWELD CENTERLINE MONUMENT

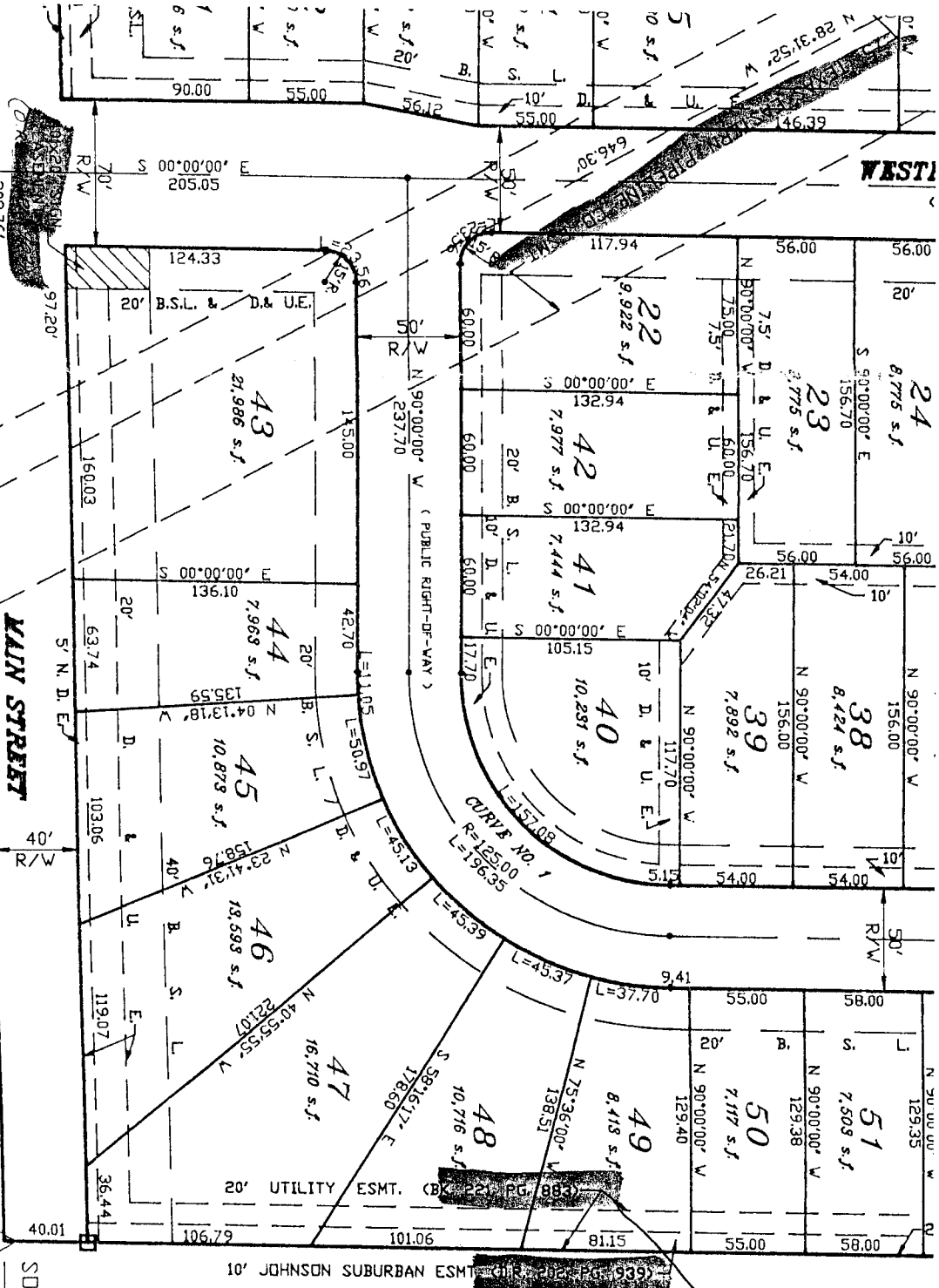
CURVE DATA TABLE

CURVE NO.	ARC	RADIUS	DELTA	CHORD LENGTH	CHORD BRC	TAN LEN
1	196.35'	125.00'	90°00'00"	176.78'	N 45°00'00" E	125
2	196.35'	125.00'	90°00'00"	176.78'	N 45°00'00" V	125
3	225.93'	1106.25'	11°42'06"	225.54'	S 84°08'57" E	113

E 1/2, W 1/2
36-14-3
SEC. 36, T14N, R3E

S 88.50'39" W
672.40

S.W. COR. E 1/2, W 1/2
NE. 1/4, 36-14-3



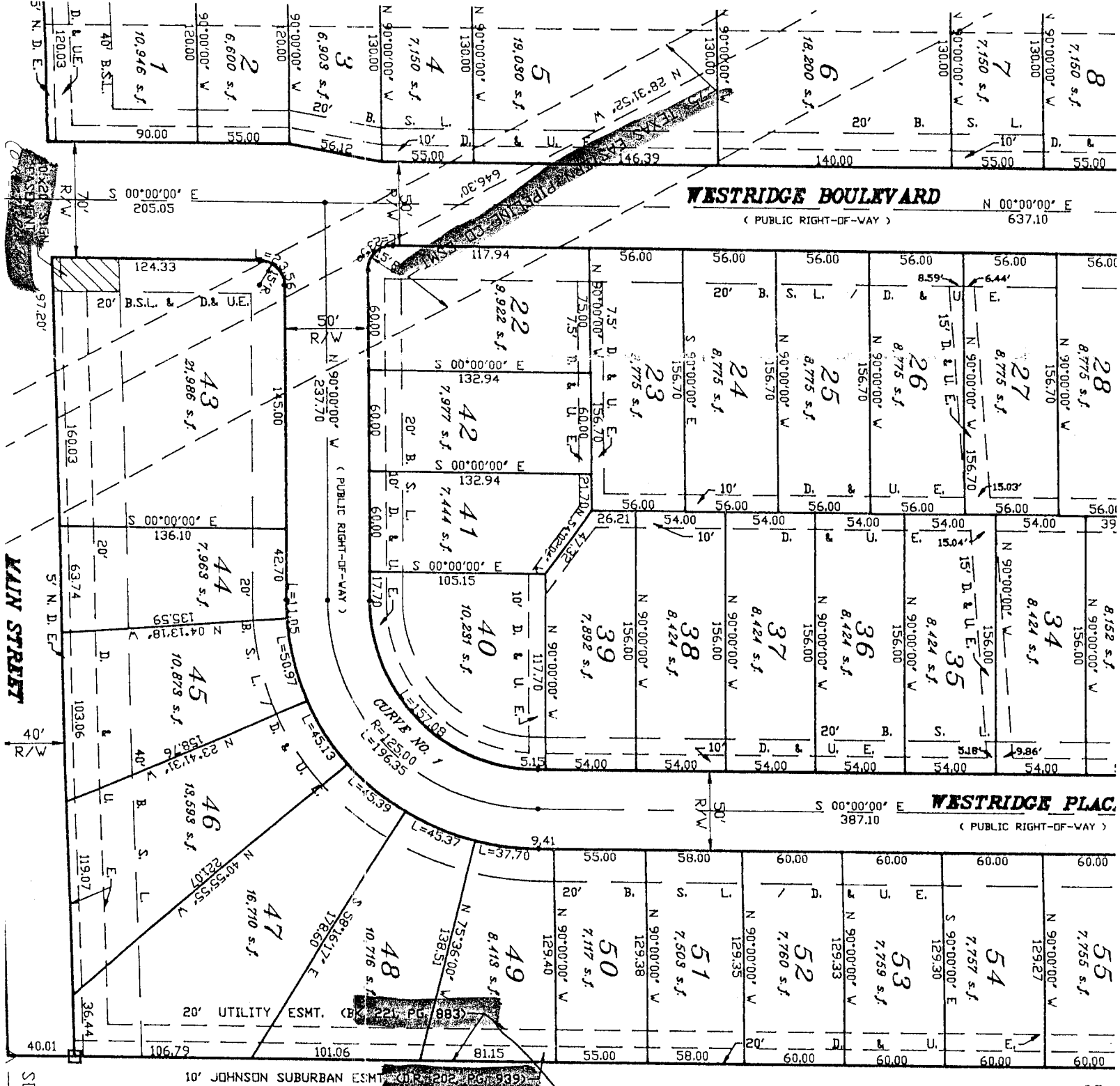
SOUTH LINE, EAST 1/2, NE 1/4, SEC. 36, T14N, R3E
1344.80'
S.E. COR. NE 1/4
36-14-3

Specific description

1	196.35'	125.00'	90°00'00"	176.78'	N 45°00'00" E	125.00'
2	196.35'	125.00'	90°00'00"	176.78'	N 45°00'00" W	125.00'
3	225.93'	1106.25'	11°42'06"	225.57'	S 84°08'57" E	113.36'

MAURER & ASSOCIATES, INC.

LAND DEVELOPMENT SURVEYING, and BUILDER'S SERVICES
1678 Stonegate Drive
Greenwood, Indiana
Suite #48
48142
(317) 881-3898



4" x 4" CONCRETE MONUMENT
 30" COPPERWELD CENTERLINE MONUMENT

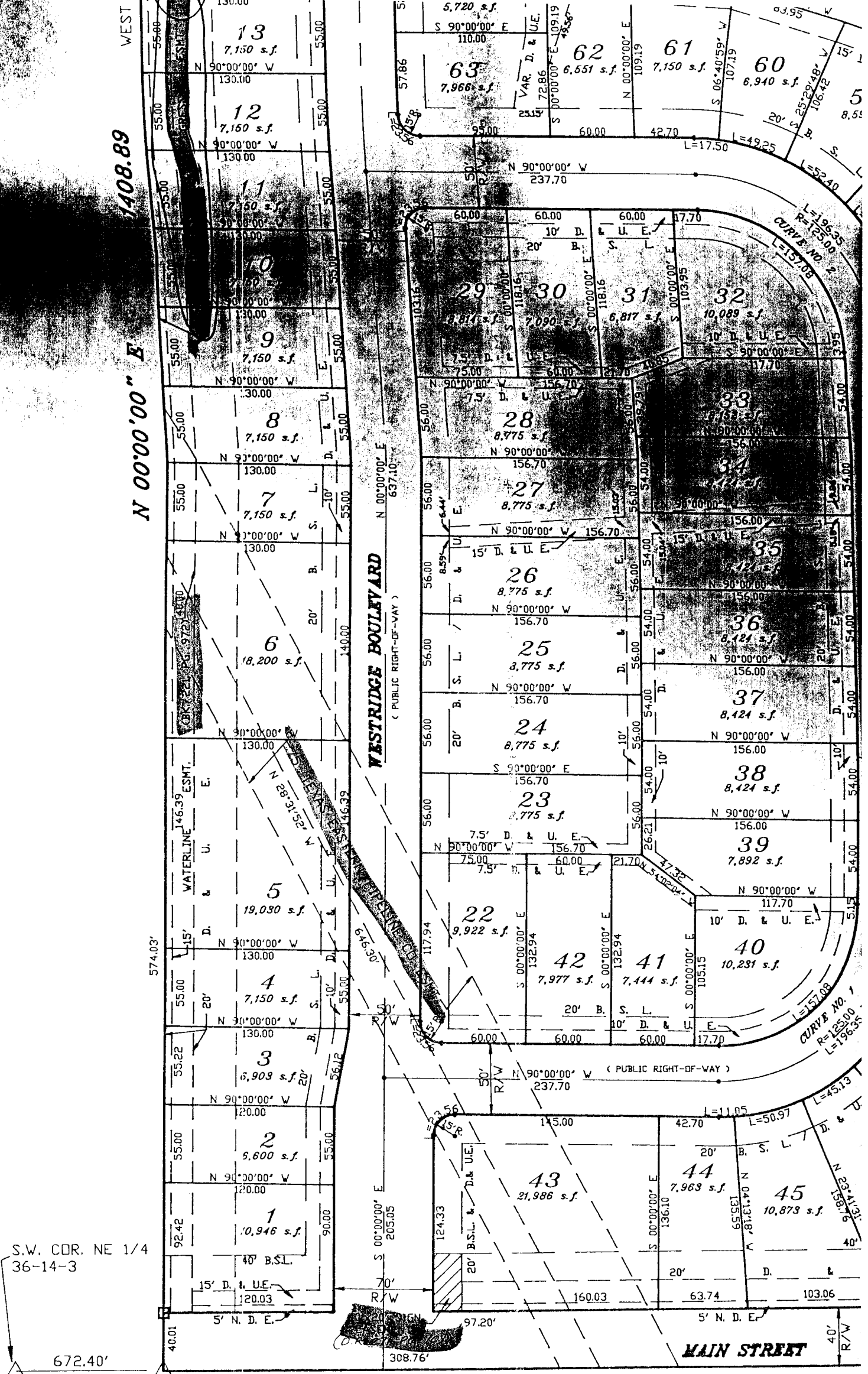
CURVE DATA TABLE

CURVE NO.	ARC	RADIUS	DELTA	CHORD LENGTH	CHORD BRG.	TAN. LENGTH
1	196.35'	125.00'	90°00'00"	176.78'	N 45°00'00" E	125.00'
2	196.35'	125.00'	90°00'00"	176.78'	N 45°00'00" W	125.00'
3	225.93'	1106.25'	11°42'06"	225.54'	S 84°08'57" E	113.36'

specific description

SOUTH LINE, EAST 1/2, NE 1/4, SEC. 36, T14N, R3E
 S.E. COR. NE 1/4
 36-14-3

C-596 A



S.W. COR. NE 1/4
36-14-3

S.W. COR. E 1/2, W 1/2
N.E. 1/4, 36-14-3

SOUTH LINE, W 1/2, NE 1/4, SEC. 36, T14N, R3E

S 88°50'39" W 672.40

Covenants

pg ①

WESTRIDGE

WHITE RIVER TOWNSHIP GREENWOOD, INDIANA

The streets and public right-of-ways shown hereon, subject to construction standards and acceptance, are hereby dedicated to the public use, to be owned and maintained by the City of Greenwood.

We, the undersigned West Ridge Development, an Indiana General Partnership, owner of the real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the herein plat.

This subdivision shall be known and designated as Westridge, an addition to the City of Greenwood, Johnson County, State of Indiana. All streets and alleys and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

All lands in this subdivision and the use of the lands in this subdivision by present and future owners or occupants shall be subject to the "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTRIDGE SUBDIVISION", an addition to the City of Greenwood, Johnson County, State of Indiana, as recorded in Book 66, Page 269, in the Office of the Recorder of Johnson County, Indiana, as Instrument No. 93020524, and shall run with the land.

The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the building sites covered by these covenants, it is agreed to change such covenants in whole or in part.

Invalidation of any one of the foregoing covenants by judgement or court order shall in no wise affect any of the other covenants which shall remain in full force and effect.

In order to afford adequate protection to all present and future owners of lots and tracts in this subdivision, the undersigned owners hereby adopt and establish the following protective covenants, each and all for the benefit of each and every owner of any lot or lots in the subdivision, binding all the same, now and hereafter, and their grantees, their heirs and personal representatives, and where applicable, their successors and assigns.

pg 2

I, PAUL MAURER, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND I DO HEREBY FURTHER CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREIN AND THAT I HAVE SUBDIVIDED THE SAME INTO LOTS AS SHOWN ON THE HEREIN DRAWN PLAT. THIS PLAT CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION.

LEGAL DESCRIPTION

Part of the East half of the West half of the Northeast quarter of Section 36, Township 14 North, Range 3 East, of the Second Principal Meridian, Johnson County, Indiana, more particularly described as follows:

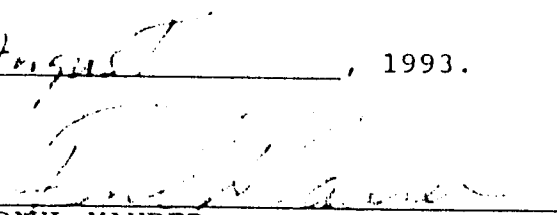
COMMENCING at the Northeast corner of said West Half, thence South 00 degrees 01 minutes 34 seconds East (assumed basis of bearings) along the East line of said West Half 1280.00 feet to the POINT OF BEGINNING of the herein described parcel; thence continuing South 00 degrees 01 minutes 34 seconds East along said East line 1380.87 feet to the Southeast corner of said West Half, said corner being in the approximate centerline of Main Street; thence South 88 degrees 50 minutes 39 seconds West along the South line of said West Half and said approximate centerline 672.70 feet to the Southwest corner of said East Half of the West Half; thence North 00 degrees 00 minutes 00 seconds East along the West line of said East Half 1408.89 feet; thence North 88 degrees 50 minutes 39 seconds East parallel to the South line of said West Half 455.20 feet; thence South 01 degrees 09 minutes 21 seconds East 28.00 feet; thence North 88 degrees 50 minutes 39 seconds East parallel to the South line of said West Half 216.00 feet to the Point of Beginning, Containing 21.6 Acres, more or less.

Subject to all legal rights-of-way, easements and restrictions.

THIS SUBDIVISION CONTAINS EIGHTY-TWO (82) LOTS NUMBERED ONE (1) THROUGH EIGHTY-TWO (82), (INCLUSIVE) TOGETHER WITH STREETS, RIGHTS-OF-WAY, AND EASEMENTS AS SHOWN ON THE PLAT HEREWITH.

ALL MONUMENTS SHOWN HEREON WILL EXIST, AND THEIR LOCATION IS ACCURATELY SHOWN; AND THIS PLAT COMPLIES WITH PROVISIONS OF THE SUBDIVISION ORDINANCE. THE SIZE OF LOTS AND WIDTH OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

CERTIFIED THIS 31ST DAY OF August, 1993.


PAUL MAURER
REG. LAND SURVEYOR NO. 880006
STATE OF INDIANA



(1) All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or structure or facility accessory in use thereto shall be erected thereon.

(2) Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.

(3) Minimum dwelling size shall be twelve hundred (1200) square feet (not including garage area), with the exception that up to fifteen (15) lots may be not less than one thousand fifty (1,050) square feet (not including garage area) .

(4) Dwelling shall be constructed with conventional construction materials, i.e., shall not consist of modular housing; however, wall panels assembled offsite may be used.

(5) No trailer, tent, shack, attached shed, basement, garage, or temporary building shall be used for temporary or permanent residence on any lot in this subdivision. A garage, tool shed, or detached storage building to be used as an accessory to a residence in this subdivision shall not be erected without the approval of the Architectural Control Committee.

(6) No fence shall be erected in this subdivision between the building lines and the property lines of the streets, or between the East line of the 15 foot Waterline Easement (Book #221, Page #972) and the West line of lots #1 through #21, inclusive, as shown on the within plat, except with the approval of the Architectural Control Committee.

(7) Sight distance at intersections: No fence, wall, hedge, tree or shrub planting or other similar item which obstructs sight lines at elevations between 2.5 and 8 feet above the street, shall be permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 25 feet from the intersection of said street lines (25 feet for minor streets and 50 feet for arterial streets), or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended.

The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street right-of-way line with the edge of a driveway pavement or alley line. No driveway shall be located within 40 feet of the intersection of two street centerlines or within 70 feet for corner lots.

(8) No structure in this subdivision shall exceed 2 1/2 stories or 25 feet in height measured from finish grade to the underside of the eave line, and no structure other than an open porch shall be erected between the building line as designated on the plat and the property line of the street.

(9) No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building has been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by the Architectural Control Committee, or by their duly authorized representatives. In the event of the death or resignation of any member of such Committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the Committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the lot owner may then proceed with the building according to the plans as if approved. Neither the Committee members nor the designated representative shall be entitled to any compensation for the services performed pursuant to this covenant.

pg 5

(10) **EASEMENTS:** The strips of ground shown on this Plat and marked as follows for Easement purposes are reserved for the following uses. No permanent or other structures are to be erected or maintained upon said strips of land; but owners of lots in this subdivision shall take title to their lots subject to the rights of the City of Greenwood, Public Utilities, Westridge Homeowners Association, and rights of the Owners of other lots in this Subdivision.

"Drainage and Utility Easement" (D. & U. E.) are reserved for the use of the Public Utilities and the City of Greenwood to install, inspect, repair, replace, and maintain water and sewer mains, poles, ducts, lines, wires, and drainage facilities, subject at all times to the proper authorities and to the easement herein reserved.

"Access Easement" (A. E.) are reserved for the use of the Westridge Homeowners Association for access to the Common Area.

"Drainage Easement" (D. E.) are reserved for the use of the City of Greenwood to use, inspect, repair, maintain, replace, and remove Drainage Improvements of any kind, including necessary appurtenances for the Common Area.

"Maintenance Easement" (M. E.) are reserved for the use of the Westridge Homeowners Association to use, inspect, repair, maintain, replace, and remove Drainage Improvements of any kind, including necessary appurtenances for the Common Area.

(11) Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Greenwood Board of Public Works & Safety. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culvers or other approved structures have been permitted by the B.P.W. & S.

Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the B.P.S. & S. will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property.

SHEET 2 of 3

<u>MAURER & ASSOCIATES, INC.</u>	
<i>LAND DEVELOPMENT, SURVEYING, and BUILDER'S SERVICES</i>	
1676 Stonegate Drive	Suite #48
Greenwood, Indiana	46142
(317) 881-3898	

12 (12) No boat, trailer or camper of any kind (including, but not in limitation thereof, house trailers, camping trailer or boat trailers), or any disabled vehicle shall be kept or parked upon any lot except within a garage or other approved structure.

(13) Dwelling Setback Standards:

- (a) Minimum dwelling separation shall be ten (10) lineal feet.
- (b) Zero lot line side minimum shall be zero (0) lineal feet and maximum shall be six (6) lineal feet, with the exception that corner lots, cul-de-sac lots, and all lots with side easements shall have a maximum determined by the builder and approved by the City of Greenwood.
- (c) Opposite lot line side minimum shall be ten (10) lineal feet and maximum shall not be applicable.
- (d) Minimum rear yard setback shall be twenty (20) feet or twenty percent (20%) of depth of lot, whichever is greater.

(14) In the event that storm water drainage from any lot or lots flows across another lot, provisions shall be made to permit such drainage to continue without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

(15) No animals, livestock, or poultry of any description shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets be kept, provided that they are not kept, bred or maintained for commercial purposes.

(16) No above ground swimming pools shall be permitted in this subdivision. Minimum setback for in-ground swimming pools shall be ten (10) lineal feet from side or rear lot lines measured from outside face of pool wall, but excluding adjacent patio or deck area. Pools shall not encroach upon easements.

(17) It shall be the duty of the lot owner of each lot in this subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any lot owner fail to do so then the developer and/or Architectural Control Committee may take such action as it deems appropriate in order to make the lot neat and attractive, and the lot owner shall upon demand reimburse developer and/or Architectural Control Committee for the expense incurred in so doing.

(18) Melody Builders East, Inc. shall be and constitute the Architectural Control Committee, and shall continue to be a member, together with owners of each lot for two (2) years after the date of substantial completion of the first residence constructed in the subdivision and may, at any time thereafter, withdraw from membership in the said Architectural Control Committee. Under no circumstances shall Melody Builders East, Inc. continue to be a member of the Architectural Control Committee after substantial completion of all residences on lots within the subdivision or after the developer no longer owns any lot in the subdivision.

(19) Non-buildable easement: There is hereby created a perpetual easement of a non-buildable separation between buildings of not less than six (6) feet, where structures are placed closer than three (3) feet to the property lines. Nothing herein shall preclude the construction of fences, patios, decks and other unenclosed structures.

(20) The within covenants shall be inure to the benefit of the facility North of Westridge known as Regency Place of Greenwood, and shall be enforceable by the owner of said facility, its successors, or assigns.

93020524

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTRIDGE SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTRIDGE SUBDIVISION ("Declaration"), made this 17 day of September, 1993, by WEST RIDGE DEVELOPMENT GENERAL PARTNERSHIP, an Indiana General Partnership (hereinafter referred to as "Declarant"),

WITNESSETH THAT:

WHEREAS, Declarant is the owner of certain real estate located in Johnson County, Indiana, more particularly described in the attached Exhibit "A" ("Real Estate"); and

WHEREAS, Declarant intends to develop the Real Estate, by constructing residential facilities, which shall be known as "Westridge"; and

WHEREAS, the Real Estate has been platted and recorded by Declarant as Westridge Subdivision on the 20th day of September, 1993, as Instrument No. 93020524 in the Office of the Recorder of Johnson County, Indiana, in Book C Page 576; and
A, B & C

WHEREAS, Declarant intends to sell and convey the residential facilities and Lots within Westridge and desires to subject the Real Estate to certain terms, covenants, conditions and restrictions; and

WHEREAS, Declarant desires to provide for maintenance of the Common Area and the Concrete Drainage Swale located on the Real Estate which are of common benefit to the Owners of the various Lots within said subdivision, and to that end desires to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for maintenance and other costs in connection with the Common Area and Concrete Drainage Swale within Westridge;

NOW, THEREFORE, Declarant hereby declares that all of the Real Estate as it is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following terms, covenants, conditions and restrictions. All of the Covenants shall run with the Real Estate and shall be binding upon the Declarant and upon the parties having or acquiring any right, title, or interest, legal or equitable, in and to the Real Estate or any part or parts thereof and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to the Real Estate or any part or parts thereof.

EXECUTION DOCUMENT
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1 GENERAL PURPOSE OF COVENANTS

The Real Estate is hereby subjected to the Covenants herein to ensure and provide for adequate and proper use and maintenance of the Common Area and the Concrete Drainage Swale on the Real Estate so as to meet the requirements of certain governmental agencies for the purpose of benefitting all Lots within Westridge.

2 DEFINITIONS FOR ALL PURPOSES OF THIS DECLARATION

The following terms, whenever used in this Declaration, shall have the meanings assigned to them by this Section 2:

2.1 Assessment. "Assessment" means the share of the Maintenance Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of this Declaration.

2.2 Association. "Association" means Westridge Owners' Association, Inc., a nonprofit Indiana Corporation, formed or to be formed for the purpose of determining and collecting the Assessments and overseeing and enforcing the terms of this Declaration together with those contained on the Plat.

2.3 Board of Directors. "Board of Directors" means the Board of Directors of the Association elected pursuant to the Articles and Bylaws of the Association.

2.4 Covenants. "Covenants" means those covenants, conditions and restrictions affecting the Real Estate as established by Declarant in this Declaration and contained on the Plat.

2.5 Declarant. "Declarant" means Westridge Development, an Indiana General Partnership, or any other person, firm, corporation or partnership which succeeds to the interest of Westridge Development as developer of Westridge.

2.6 Common Area. "Common Area" means the real property and improvements thereon, shown and designated on the Plat as Common Area.

2.7 Concrete Drainage Swale. "Concrete Drainage Swale" means the concrete drainage swale and appurtenances contained within the twenty foot (20') Drainage and Utility Easement (D.&U.E.) shown on Lots 18-21 of the Plat and the drainage easement encumbering the real property abutting the north boundary of the Plat extending from the north line of said Lot 21, which easement is recorded in the Office of the County Recorder of Johnson County on 7-1-93 as Instrument No. 93018955.

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2.8 Lot. "Lot" means any of the separate parcels numbered and identified on the Plat or Plats of Westridge as the same may be recorded from time to time.

2.9 Maintenance Expense. "Maintenance Expense" means the actual or estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of the Common Area and the Concrete Drainage Swale and any other cost or expense incurred by the Association for the benefit and perpetuation of the Common Area and the Concrete Drainage Swale.

2.10 Mortgage. The term "Mortgage" means any holder, insurer, or guarantor of any first mortgage on any Lot.

2.11 Owner. "Owner" means any person or persons who acquires, after the date of this Declaration, legal and/or equitable title to any Lot; provided, however, that "Owner" shall not include any holder of any mortgage of all or any part of any Lot, so long as such holder does not hold both legal and equitable title thereto.

2.12 Plat. "Plat" means the final Plat or Plats of Westridge as the same may be recorded from time to time in the Office of the Recorder of Johnson County, Indiana.

2.13 Streets. "Streets" means all of the public and private roadways to the respective right-of-way lines thereof, as shown on the Plat or Plats of Westridge as the same may be recorded from time to time, which have been or hereafter are constructed for the purpose of providing common access for Owners, occupants and their guests and invitees, to any or all Lots.

2.14 Westridge. The term "Westridge" means all of the Real Estate as platted and recorded by Declarant in accordance with the provisions of this Declaration.

3 GENERAL RESTRICTIONS

3.1 Common Area Use. Recreational use of the Common Area is prohibited. The Common Area is to be used for storm water detention and drainage purposes only. Docks and similar structures are prohibited on any portion of the Lots or Common Area.

3.2 No Owner or third party shall do or permit another to do any act which could result in pollution of Common Area, diversion of any water, raise or lower the elevation of the water, significantly disturb the earth or the embankment of a Common Area, or any other conduct which could result in an adverse effect upon the water quality, embankment and adjacent property, drainage, or

any other general condition of the Common Area. Pumping water from the Common Area is specifically prohibited.

3.3 Any Owner, or the City of Greenwood at its discretion, shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Common Area, together with any damages incurred, and upon recovery of judgment shall be entitled to cost, together with reasonable attorneys' fees.

4 COVENANTS FOR MAINTENANCE ASSESSMENTS

4.1 Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for purposes associated with the maintenance of the Common Area and the Concrete Drainage Swale within Westridge as the same may be platted from time to time, including, but not limited to, the payment of any necessary insurance thereon and for the cost of labor, equipment, material, and management furnished with respect to the Common Area and the Concrete Drainage Swale, provided that the Association shall not be responsible for the replacement, repair or maintenance of any part of the Common Area and the Concrete Drainage Swale which is or hereafter may be dedicated to the public. Each Owner hereby covenants and agrees to pay to the Association:

4.1.1 A pro-rata share (as hereinafter defined) of the annual Assessments fixed, established, and determined from time to time as hereinafter provided.

4.1.2 A pro-rata share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

4.2 Liability for Assessments. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot and shall constitute a lien, from and after the due date thereof, in favor of the Association upon each Lot. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

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4.3 Pro-Rata Share. The pro-rata share of the Owner of each Lot for purposes of this section shall be the percentage obtained by dividing one by the total number of Lots shown on the Plat or Plats of Westridge as the same may be recorded from time to time ("Pro-Rata Share").

4.4 Basis of Annual Assessments. The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all Maintenance Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be delivered to each Owner within thirty (30) days to the beginning of each fiscal year of the Association.

4.5 Basis of Special Assessments. Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied with respect to such year are insufficient to pay the Maintenance Expenses for such year, the Board of Directors of the Association may, at any time, and from time to time, levy such special Assessments as it may deem necessary for meeting the Maintenance Expenses. In addition, the Board of Directors of the Association shall have the right to levy at any time, and from time to time, one or more special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Maintenance Expense not provided for by the annual Assessments.

4.6 Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. The annual Assessments provided for herein shall commence as to all Lots in Westridge on the first day of the month following the Declarant's transfer of control of the Association to the Owners pursuant to Section 6.12 below. Declarant shall not be obligated to pay any Assessments prior to said transfer, but shall be obligated to pay all Maintenance Expenses prior to said transfer. The first annual Assessment for each Lot shall be prorated for the balance of the fiscal year of the Association in which such Assessment is made. The annual Assessment for each year after the first Assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such Assessments in installments.

4.7 Duties of the Association.

4.7.1 The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special Assessment to be kept and maintained, including

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

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

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

4.8 Non-payment of Assessments; Remedies of Association.

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

4.8.2 If any Assessment upon any Lot is not paid within fifteen (15) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at the annual

interest rate allowable on judgments rendered in the State of Indiana at the time such Assessment is due, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

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

5 ORGANIZATION AND DUTIES OF ASSOCIATION

5.1 Organization of Association. The Declarant shall establish the Association to be organized as a mutual benefit and nonprofit corporation under the laws of the State of Indiana, to be operated in accordance with The Articles of Incorporation which have been filed or will be filed by Declarant.

5.2 Membership. The members of the Association shall consist of the Declarant and the Owners of Lots in Westridge as the same may be platted from time to time, provided that, in the event that any one Lot shall be owned by more than one person, partnership, trust, corporation or other entity, they shall be treated collectively as one member for voting purposes.

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned, and the first Board of Directors during their respective terms, who shall have no voting rights. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class membership; or

(b) On January 1, 2000.

5.3 Board Of Directors. The members shall elect a Board of Directors of the Association as prescribed by the Association By-Laws. The Board of Directors shall manage the affairs of the Association.

5.4 General Duties of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place and stead of, the individual Owners in all matters pertaining to the maintenance, repair and replacement, of the Common Area and the Concrete Drainage Swale, the determination of Maintenance Expenses, the collection of annual and special Assessments, for the perpetuation of the Common Area and the Concrete Drainage Swale and common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the Covenants contained in this Declaration. Neither the Declarant, nor the Association nor their officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color or authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct.

5.5 Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, upon the recommendation of an amendment to the Association by its Board of Directors, and the subsequent approval of such amendment by both the Owners of at least two-thirds of the Lots and the Mortgagees of at least two-thirds of the Mortgagees requesting notice of such actions provided, however, that any such amendment of this Declaration shall not bring about any inequitable Assessments on any particular Owner(s). Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Declarant when its approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or

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addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the Office of the Recorder of Johnson County. No such amendment shall substantially alter the Common Area and the Concrete Drainage Swale or effect a modification of any drainage covenants or commitments undertaken in connection with any platting approvals or zoning without the prior approval of the appropriate government authorities. Furthermore, so long as the Declarant exercises control of the Association any dedication of Common Area or amendment to this Declaration shall require the prior approval of an authorized representative of the U.S. Department of Housing and Urban Development.

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5.4 INSURANCE. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury with the amount of such coverage in no event to be less than One Million Dollars (\$1,000,000.00) for any single occurrence, occurring on or in connection with the Common Area and the Concrete Drainage Swale. The Association shall also maintain in force adequate casualty and extended coverage insurance, insuring the Common Area and the Concrete Drainage Swale against casualty, vandalism and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full replacement value of such Common Area and the Concrete Drainage Swale improvements. The Association shall notify all Mortgagees which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, Board members, the Declarant, any property manager, their respective employees and agents, the Lot Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more insured parties against other insured parties.

The Association shall maintain a fidelity bond indemnifying the Association, the Board of Directors and the Lot Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of three (3) months' Assessments on all Lots in Westridge plus the Association's reserve funds.

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

5.7 Condemnation; Destruction. In the event that any of the Common Area and the Concrete Drainage Swale shall be condemned or taken by any competent public authority, or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interests of the Owners in any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied, first, to the restoration and repair of any part of the Common Area and the Concrete Drainage Swale condemned, damaged, or destroyed, to the extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Common Area and the Concrete Drainage Swale or turned over to the Owners in proportion to their Pro-Rata Shares, whichever may be determined by a majority vote of the members of the Association. Each Owner shall be responsible for pursuing his own action for damages to his Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Common Area and the Concrete Drainage Swale; provided, however, that upon request of any Owner(s), the Association may, in its discretion, pursue such claims on such requesting Owner(s) behalf, and shall turn any recoveries for such Owners over to such Owners directly. The Association shall notify all Mortgagees of which it has notice of any condemnation, damage, or destruction of any part of the Common Area and the Concrete Drainage Swale.

5.8 Mortgagees' Rights. The mortgagees shall have the right, at their option, jointly or severally, to pay charges which are in default or which may or have become a charge against the Common Area and the Concrete Drainage Swale, to pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Common Area and the Concrete Drainage Swale, and Mortgagees making such payment shall be owed immediate reimbursement therefor from the Association.

6 GENERAL PROVISIONS

6.1 Covenants Run With the Land. The Covenants created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy or possession of any portion of the Real Estate.

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6.2 Scope of Covenants. Declarant and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, are deemed to have agreed to each and every one of the Covenants contained in this Declaration, or on the Plat, and the same shall be of mutual and reciprocal benefit to Declarant and each Owner of each Lot. Declarant and each Owner shall be entitled to enforce this Declaration against any Owner to the full extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement at law or in equity. Each Owner shall be liable for any failure to fully comply with all of the Covenants contained in this Declaration or on the Plat only so long as such Owner shall have any interest in any Lot; provided, however, that the relinquishing of all of such interest shall not operate to release any Owner from liability for a failure to comply with this Declaration which occurred while said Owner had such interest.

6.3 Attorneys' Fees. As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of this Declaration, or any provision thereof, if the party bringing such action is successful in obtaining any remedy against any defaulting Owner, such defaulting Owner shall pay the reasonable attorneys' fees of such successful party, in such amount as may be fixed by the Court in such proceedings.

6.4 Failure to Enforce Not a Waiver of Rights. The failure of Declarant, the Association, or any Owner to enforce any Covenant herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other such Covenant.

6.5 Rights of Mortgagees. Except to the extent otherwise provided herein, no breach of this Declaration shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the Real Estate; provided, however, that if all or any portion of said Real Estate is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this Declaration. Other provisions herein notwithstanding, neither the Owners nor the Association shall have any right to make any amendment to this Declaration which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.

6.6 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

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6.7 Section Headings. Section headings used herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular sections to which they refer.

6.8 Notices. All notices in connection with this Declaration shall be made in writing and shall be deemed delivered (a) upon personal delivery to the individual person, if any, designated in writing by the Owner, as listed in the roster of Owner's names and addresses referred to hereinabove; or (b) seventy-two hours after the deposit thereof in any United States main or branch post office, first class postage prepaid, properly addressed to the addressee thereof at the address listed in the said roster.

6.9 Deed Clause to Implement Declaration. Each Owner covenants and agrees that it will not execute or deliver any deed or conveyance of a fee title interest in any Lot, or any portion thereof, unless such deed or conveyance contains a clause substantially as follows:

"By acceptance and recording of this conveyance, the Grantee herein covenants and agrees to be bound by the Declaration of Covenants, Conditions and Restrictions For Westridge pertaining to the real estate hereby granted, recorded in the Office of the Recorder of Johnson County, Indiana _____, 199__ in Miscellaneous Book _____ as Instrument No. _____", and properly filling in the recording information. However, the failure to include such clause shall not have any effect on this Declaration or the enforceability thereof against any Owner of any interest in any portion of the Real Estate.

6.10 Provision Against Merger. Declarant hereby intends that the Real Estate shall be subject to this Declaration, that the Covenants contained herein shall not be merged into the title of the Declarant regardless of whether Declarant is the fee title owner of all or any part of the Real Estate at the time this Declaration is executed or recorded.

6.11 Reservations of Declarant. Other provisions herein notwithstanding, Declarant hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Declarant, so long as Declarant owns at least three (3) Lots within Westridge without the approval or consent of the Owners or Mortgagees of the Lots provided that Declarant shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Declaration to any Owner, or

substantially increases the obligations imposed by this Declaration on any Owner.

6.12 Transfer of Control of Owner's Association; Delivery of Warranty Deed to Common Area, and Assignment of Easements. Declarant shall transfer control of the Owner's Association to the Lot Owners, give a Warranty Deed conveying the Common Area to the Association free and clear of encumbrances, and assign its interest in the easements established for the Concrete Drainage Swale to the Association no later than the earlier of (a) four months after three-fourths (3/4) of the Lots have been conveyed to Lot purchasers or (b) seven (7) years after the first Lot is conveyed.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on the date first written above.

SEP 20 10 48 AM '93

RECEIVED FOR RECORD
BOOK 66 PAGE 269
JACQUOLINE E. KELLER
JOHNSON COUNTY RECORDER

WEST RIDGE DEVELOPMENT GENERAL PARTNERSHIP, an Indiana General Partnership
BY: MOULDER CORPORATION,
a General Partner

By: J. Stephen Moulder
J. Stephen Moulder, President

STATE OF INDIANA)
COUNTY OF) SS:

On this 1st day of September, 1993, before me, a Notary Public, personally appeared J. Stephen Moulder personally known to me to be the same person described in and who executed the within instrument, and the same person duly acknowledged to me that he executed the same.

My Commission Expires: 6-17-94

Linda L. Kicker
Notary Public, LINDA L. KICKER
Resident of Johnson County,

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This document prepared by:
Joe N. Van Valer, Attorney at Law
VAN VALER WILLIAMS & HEWITT
300 South Madison Ave., Suite 400
P.O. Box 405
Greenwood, Indiana 46142
(317) 888-1121

EXHIBIT DOCUMENT
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