

10

1400 HARDEN, RECORDER
OFFICE 1400 TULLE 140500 OFF
OFFICE 1400-02741 OFF
31.00

Searched Johnson County, Indians
1400 HARDEN, RECORDER
OFFICE 1400 TULLE 140500 OFF
OFFICE 1400-02741 OFF
31.00

RULES AND REGULATIONS

OF

WILLIAM'S POINT HOMEOWNERS ASSOCIATION, INC.

PREAMBLE

It is the desire of the Board of Directors to protect the property values and living conditions of all owners. The constant goal of the Board is to attain and preserve those qualities we all appreciate-harmony, security and friendship.

*Reference PLATS AS RECORDED IN RECORDER OF Johnson County
C Page 749 and D Page 1 ARTICLE I*

SALES OF WILLIAM'S POINT AT PARIS ESTATES AND INFORMATION ON OCCUPANT AND OWNERSHIP

A. Statement of Sale. Prior to closing with a potential purchaser, any unit owner or their representative selling at William's Point shall furnish the William's Point Homeowners Association with a written statement signed by the owner and the prospective purchaser containing the following information:

1. Identifying the unit address
2. Name(s) of the seller
3. Name(s) of the purchaser
4. Statement that the purchaser has been given a copy of the rules and regulations and that the purchaser has agreed to abide by them. Rules and regulations shall be signed and notarized at time of closing and a copy returned to the Board to be permanently filed.

B. Occupancy and Ownership: Each unit resident homeowner is required to inform the Association's Board of Directors of any change in name, mailing address or telephone numbers at work and at home of occupants within the unit. Telephone numbers of owners and residents will only be used in connection with the maintenance and operation of the property and in the enforcement of the rules and regulations.

C. Leasing/rentals.

1. Homeowners must notify the Board of Directors when planning to lease or rent a unit.
2. Homeowner lease will include copies of Rules and Regulations of William's Point Homeowners Association, Inc. with agreement by the lessor/renter to abide by same. A lessor/renter signed and notarized copy of the Rules and Regulations shall be provided by the property owner to the board.

D. Enforcement Policy. See Article IX

ARTICLE II

ARCHITECTURAL CONTROL

A. In order to establish and preserve the harmony of the external design of William's Point, homeowners are not permitted to alter, change or modify the original construction of buildings. No

(I.) Window flower boxes and/or any type of hanging plants or any type of decorative ornaments in the front or side yards.

A file of all requests, either approved or disapproved, will be maintained for Board use.

ARTICLE III

LATE FEE ASSESSMENT PROCEDURE

Late fee Procedure Revision effective July 1997

Whereas the Board of Directors has established a policy regarding late payments, the following procedure has been implemented in the collection of Homeowner's regular assessments effective December 1997.

A. Assessment fees are due to the Secretary/Treasurer of William's Point on the first day of each month with a grace period to the tenth (10th) day of the month.

B. Late notices will be sent after the 10th day of each month by the Secretary/Treasurer of the Homeowner's Association. A 10% late charge will be added to any delinquent account at that time.

C. If payment is not received by the 10th of the following month, the Secretary/Treasurer will send by registered mail an intent to file lien notice. If payment is not received within 10 days of the receipt of this registered letter, a lien will be filed against the property in question.

D. When a maintenance fee becomes 60 days past due, a claim will be filed in Small Claims Court. All filings and any court and legal costs will be charged to the delinquent homeowner.

E. There will be a \$25.00 charge for each check returned as a result of non-sufficient funds.

F. Any complaints arising from the above procedures are to be directed to the Board of Directors for resolution.

ARTICLE IV

PETS, DISTURBANCES, NUISANCES

A. Keeping of Pets (dogs, cats, caged birds or other unobjectionable domestic pets) is permitted providing they are not kept, bred or maintained for commercial purposes. However, such pets, if kept, may not be outside on the common area (Lawns, streets, etc.) unless under direct control and supervision of the owner (on leash or carried by owner).

B. Disturbances or Nuisance. If any pet is creating a nuisance, causing a disturbance, or damages to any landscaped area the owner can be ordered by the Board to remove the offending pet from the premises and repair any damage which the pet may have created.

C. Responsibility. Any resident housing a pet assumes full responsibility and liability for personal injury or property damage caused by their pet. The Association is not responsible for any liability arising from allowing pets to reside or use the common areas within William's Point.

D. Penalty. If the Board receives three written complaints on a pet, the Board will have the right to levy a fine of \$25.00. If violations of this article continue to cause complaints, the

alterations may be made in such plans or specifications until approval is given in writing. Such items as fences, sidewalks, exterior color, awnings, poles, etc. are within the purview of Article II of the Rules and Regulations of the William's Point Homeowners Association.

B. The architectural committee, as appointed by the Board, is concerned for the welfare and safety of the residents and how construction may affect the harmony and value of the external design. Your request to the Board for addition(s) of or modification(s) to, any item will be objectively reviewed and formally approved or disapproved by the Board.

C. Each of us must realize that when items are added to the common area, the cost for subsequent work such as mowing, fertilizing, trimming, etc., may cause the provider to raise his cost estimate to reflect this added labor requirement. Your requests for addition(s) of, or modification(s) to, any item(s) which encroach on or into the common area will be objectively reviewed and formally approved or disapproved by the Board.

D. Any cost to add, repair or maintain an addition or improvement to personal property will be at the sole expense of the homeowner affected.

E. The following are examples of prohibitions and/or controlled items that must be presented, in writing, for approval or disapproval to the Board of Directors. These are examples and are not intended to serve as a limitation of items needing architectural control approval.

1. These items and or changes are prohibited by the board of directors.
 - (a.) Exterior color change.
 - (b.) Window air conditioners, fans.
 - (c.) Any other decorations or utilitarian equipment or accessory (such as out-buildings or mini barns)
 - (d.) Mailboxes
 - (e.) Towers, outside antenna, large satellites (see section 2 (f.) below regarding small satellites)
 - (f.) Above ground pools.
2. These items and or changes must receive written approval by the board of directors.
 - (a.) Porches, new decks, including screening and lattice work.
 - (b.) Awnings, tents, canopies and shutters (in rear of home for sun protection)
 - (c.) Permanent benches and woodpiles.
 - (d.) Saunas, hot tubs, pools.
 - (e.) Children's play areas, poles and basketball goals.
 - (f.) The small 18" satellite dish is allowed so long as it is installed under the following standards:
 1. Homeowner notifies the Board of Directors of intention to install dish.
 2. The Board works with the homeowner regarding location and compliance with city ordinance.
 - (g.) Spot-lights, security lights-affected. Homeowners and neighbors should agree on placement.
 - (h.) Dead tree/shrub removal is the responsibility of the homeowner unless on common ground.
 - (i.) Clotheslines must be portable and down when not in use.
 - (j.) Fences and Privacy barriers
 1. Homeowner notifies the Board of Directors of intention to install fence/barrier.
 2. The Board works with the homeowner regarding location, type and compliance with city ordinance.
 - (k.) Flag poles over 6 foot.

board has the right to raise the fine. The fourth written complaint will be a \$50.00 fine. The fifth written complaint will be a \$75.00 fine. The sixth written complaint will be a \$100.00 fine. Fines will not exceed \$100.00. Refusal to comply will cause the board to enact Article IX. In addition, the Board of Directors may ask that the pet be permanently removed from the property.

ARTICLE V

PARKING, VEHICLES AND STREETS

- A. Resident Parking. Appurtenant to each unit is the right to use a certain designated parking area located in the driveway area adjacent to that dwelling unit. The number of vehicles that may be parked in such an area by any owner shall not exceed the number of automobiles for which such owner's garage space is designed. No owner shall park any vehicle on a recurrent or permanent basis, in any location other than in his garage or his designated driveway.
- B. Guest Parking. The parking of any type or kind of vehicle shall not be permissible upon the streets, other than temporary parking by guests and invitees of any owner, which shall be located only upon the streets. Owners should caution guests not to park on grassy areas. All residents are responsible for the actions of their guests and have the duty to see that guests obey these rules and regulations.
- C. Speed Limits. Speed limit on William's Point streets is 30 mph, in keeping with speed limits in residential areas. Careful, defensive driving is expected by all residents and their guests. Residents are reminded that children are present in William's Point. Also, many residents use our streets for walking. Horn blowing, rapid acceleration and screeching of tires are prohibited in all areas of William's Point.
- D. Vehicle restrictions and repairs. No boats of any style or type, campers, trailer of any kind, busses, mobile home recreational vehicles, motorcycles, minibikes, commercially licensed vehicles, or any other unconventional vehicles or conveyance of any description shall be kept upon the properties (except in enclosed garages) nor shall the repair or extra-ordinary maintenance of automobiles or other conveyances be permitted at any time. Any exceptions to the above must be approved by the Board.

ARTICLE VI

MAINTENANCE FEE FOR CARE OF LANDSCAPING AND SNOW REMOVAL

- A. Purpose of Maintenance fee:

All Homeowners in William's Point at Paris Estates whom come into ownership by deed after date of July 1, 2000 are required to remit a monthly maintenance fee of \$50.00 to William's Point at Paris Estates Homeowners Association, Inc. Owner of record before said date of July 1, 2000 may have the option of accepting the services provided under Article VI or providing said services themselves. Owners electing to waive service under Article VI would still be responsible for a yearly assessment to cover their prorated cost of maintaining the Williams Point at Paris Estates common area and may at a later date elect to accept said Article VI services subject to board approval. Monthly fee is payment for the following services:

- 1. Lawn Care
 - (a) The cutting and trimming of grass weekly, during growing season or as otherwise needed.

(b) Landscaping: Homeowners are responsible for the care, watering, trimming, and weeding of plants, trees, and shrubs in the area of your dwelling commonly referred to as the flower beds or mulched areas which have been approved by the Board of Directors for planting by the homeowner. Said plantings must be approved by the Board of Directors in order to have uniformity and continuity of mowing areas.

(c) The Board of Directors will monitor homeowner's flowerbeds, mulch and planting areas to assess those who are not complying with this policy. Homeowners not complying will be notified by the Board of Directors that they are in violation of the policy. Homeowner notification will include that they may be assessed for the cost of removing, correcting or maintaining the non-complying aspects if the Association must have it done for them.

2. Lawn Fertilization
Twice a year - Spring and Fall

3. Snow Removal

Snow will be removed from walks and driveways at a two-inch accumulation or more. At that time, the following factors will be considered concerning removal; time of day, how much additional snow is expected, how hard the wind is blowing and weather forecasts. The contractor cannot remove around parked cars, so please park in your garage whenever possible. Snow removal is on an as-required basis but pertains only to walks and driveways. Removal of snow from decks is the responsibility of the homeowner and the streets are cleared by the Franklin Street Department.

4. Maintenance fees to cover future expenses on common ground. (ie-the entry and the William's Point signs.)

5. Common property liability insurance and property taxes.

1

ARTICLE VII
CHILDREN

A. Parents Responsibility. Parents and Grandparents are responsible for their children's activities in the common areas. If there is an accident, Parents and Grandparents are responsible for negligence.

B. Play Safety. Parents and Grandparents, please counsel your children about play safety. They may ride their bicycles on the streets, but with caution. Noise should be held to a low level. The Association Common Area belongs to all of the owners and is not to be used as a playground. Grass and landscaping must not be disturbed. Other dangerous areas which children must avoid are patios, culverts and electrical and CATV boxes.

C. We would further encourage Parents and Grandparents to remind children of the necessity of observing and respecting the privacy of homeowners.

D. Remember, your children and all minor visitors are subject to all of the other rules and regulations not contained in this Article.

ARTICLE VIII

MISCELLANEOUS

- A. TRASH REMOVAL. It is the owners' responsibility to clean up all scattered trash whether caused by wind, pets, or other animals. Please dispose of food scraps by using closed containers. Containers must be moved back into garage on the same day as trash pick-up.
- B. NOISE OR DISTURBANCES. No trade or business shall be carried on in the area and no offensive or obnoxious activity is permitted which is or may become an annoyance or nuisance to any other homeowner.
- C. SIGNS. No signs other than professional real estate signs should be erected without board approval. No other signs of any character shall be erected, posted or displayed upon or about any dwelling or common area unless specifically permitted by written resolution adopted by the Board of Directors.
- D. GARAGE DOORS. Garage doors are to be kept closed except when entering or departing from the garage or when doing maintenance work.
- E. WOOD STACKS. Wood stacks should be unobtrusively and neatly stacked in the backyard of all homes to permit a free flow of air on all sides, top and bottom of the pile. This means all firewood should be off the ground several inches and not lean or rest against other wooden or soft material; thus not leaning or resting against the Building.
- F. OUTSIDE LIGHT REPLACEMENT. Outside light bulb replacement for garage and/or porch is the responsibility of the homeowner and not the Association. This policy pertains also to the gaslights.
- G. SECURITY. We do not provide a security force at William's Point, therefore, we urge everyone to look out for each other. If you observe questionable people or happenings, do not hesitate to call the Franklin Police Department.
- H. GARAGE SALES. Garage sales are prohibited at all times. The Board of Directors, with majority vote, may give permission for the Association to hold an all-resident garage sale. Written request must be made to the Board of Directors four (4) weeks prior to the sale and homeowners must be notified and invited to participate.

I. HOSES. Those hoses which are left outside in the warmer months, should be on a reel, an off-ground hanger, or coiled in the homeowners' flower area. This will facilitate lawn mowing.

J. DECLARATION. These rules and regulations are supplemental and in addition to all Plat restrictions and recorded covenances.

K. COMPLAINTS OR SUGGESTIONS. Complaints or suggestions should be made in writing and mailed to the Board of Directors.

ARTICLE IX

ENFORCEMENT POLICY

- A. Any violation of the published rules and regulations is subject to various degrees of enforcement including small claims and civil court action by the Board of Directors at William's Point. After legal consultation, enforcement of the rules and regulations can include, but is not limited to, fines and court action if deemed necessary and appropriate by the Board of Directors. In the event legal action is instituted to enforce these rules and regulations, the Association may recover from the violating homeowner, its costs of enforcement, including reasonable attorney fees. In case any one of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be constructed as if such invalid, illegal or unenforceable provision had never been contained herein.
- B. Due Process will be determined by the nature of the violations and in accordance with recommendations made by the "Association" legal counsel.
- C. These Articles may be enforced by proceeding at law or in equity against any person or persons violating or attempting to violate any article, either to restrain violation, to recover damages, or both.

ARTICLE X

NON-LIABILITY OF DIRECTORS, OFFICERS, AND MEMBERS

- A. Neither the director or officers of the William's Point Homeowners Association nor any members of the Architectural Committee shall be liable to the Owners or any person for any error or mistake of judgment in carrying out their duties and responsibilities as said Directors, Officers or Architectural Committee member, except for their own individual, willful misconduct or gross negligence.

In the event a third party lawsuit should arise during or after the completion of Association contracted services, no individual member of the Association may be held responsible, except for their own individual, willful misconduct or gross negligence.

Barbara L. Paris
President, William's Point Homeowners Association, Inc.

Barbara L. Paris
Barbara L. Paris as President and Jennifer S. Baker as Secretary of Hoosier State Development
owner of record of Paris Estates Section 5 Lots # 144,145,146,147,149,150,155 and Paris
Estates Section 6
Lots 157,158,159,160,161,162,163,164,165,166,167,168,169,170,171,173,174,175,176,177,178

Barbara L. Paris
Barbara L. Paris

Jennifer S. Paris

Roger D. Reason as Trustee Nelson H. Ludwig Trust owner of Part of lot 151 Paris Estates
Section 5

Roger D. Reason

Roger D. Reason

Subscribed and sworn to before me, a Notary Public, this
18th day of August, 2000.

Robert C. Boggiere

ROBERT C. BOGGIERE
NOTARY PUBLIC STATE OF INDIANA
HANCOCK COUNTY
MY COMMISSION EXPIRES 08/01/01

George Gerdt and Carol Gerdt, owners of part of lot 152 Paris Estates Section 5

Carol Gerdt

George Gerdt

Carol Gerdt

Frank L. Tyree Jr as Trustee of Tyree Land Trust #1, as owner of Part of Lot 152 Paris Estates
Section 5

Frank L. Tyree JR.

James M. Arbuckle as owner of part of Lot 154 Paris Estates Section 5

James M. Arbuckle and James L. Arbuckle
James M. Arbuckle

Clarice Robinson as Trustee of Robinson Trust owner of Part of lot 154 Paris Estates Section 5

Clarice Robinson

Clarice Robinson

B. In the event a third party lawsuit should arise during or after the completion of Association contracted services, no individual member of the Association may be held responsible, except for their own individual, willful misconduct or gross negligence.

Barbara L. Paris
President, William's Point Homeowners
Association, Inc.

Jennifer S. Baker
Jennifer S. Baker

Barbara L. Paris
Barbara L. Paris as President and Jennifer S. Baker as Secretary of Hoosier State Development, owner of record of Paris Estates Section 5 Lots # 144, 145, 146, 147, 149, 150, 155 and Paris Estates Section 6

Lots 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 173, 174, 175, 176, 177, 178

Barbara L. Paris
Barbara L. Paris

Jennifer S. Paris - Baker
Jennifer S. Paris

Roger D. Reason as Trustee Nelson H. Ludwig Trust owner of Part of lot 151 Paris Estates Section 5

Roger D. Reason

George Gerdt and Carol Gerdt, owners of part of lot 152 Paris Estates Section 5

George Gerdt
George Gerdt

Carol Gerdt
Carol Gerdt

Frank L. Tyree Jr as Trustee of Tyree Land Trust #1, as owner of Part of Lot 152 Paris Estates Section 5

Frank L. Tyree Jr.
Frank L. Tyree JR.

James M Arbuckle as owner of part of lot 154 Paris Estates Section 5

James M. Arbuckle and James L. Arbuckle
James M. Arbuckle

Clarice Robinson as Trustee of Robinson Trust owner of Part of lot 154 Paris Estates Section 5

Clarice Robinson
Clarice Robinson

Joseph F. Gruss owner of part of Lot 156 Paris Estates Section 5

Joseph F. Gruss

William M. Lafata and Diana L. Lafata , owners of part of Lot 165 Paris Estates Section 5

William M. Lafata
William M. Lafata

Diana L. Lafata
Diana L. Lafata

Michael G. Waugh D.B.A. Waugh Corp, owners of lot 164 Paris Estates Section 6 and Part of lots 144 and 153 Section 5 Paris Estates

Michael G. Waugh
Michael G. Waugh

Mary K. Garvey , owner of part of Lot # 151 Paris Estates Section 5

Mary K. Garvey
Mary K. Garvey.

Jerry D Wood and Carol L. Wood , owners of part of Lot 148 Paris Estates Section 5

Jerry D. Wood
Jerry D. Wood

Carol L. Wood
Carol L. Wood

John Rogers as President of Discover Financial Services Inc. owner of lot 172 Paris Estate Section 6.

John Rogers

Subscribed and sworn to before me, a Notary Public, this 13th day of November, 2006.

My commission expires: 7/1/01



Signed Sherry Phillips
Notary Public

Printed Sherry L. Phillips
Johnson County

Prepared by Fred Paris office at Coperation

WILLIAM'S POINT HOMEOWNERS ASSOCIATION, INC.

On June 12, 2001, the second quarterly Board of Directors meeting was held to review specific subjects which have been brought before the Board since the last meeting. The subjects discussed are as follows:

1. An amendment be made to the Rules and Regulations regarding "fences and privacy barriers" on properties connecting to the Hillview Golf Course.

Action Item: The Secretary/Treasurer shall prepare the amendment and provide it to the Board for review and approval. Upon approval by the Board, a copy will be distributed to each Association member. The original will be maintained in the Board's master file. Additional copies will be provided on request.

Completion Date: June 30, 2001.

2. Question regarding the specific lots which are included in the William's Point properties.

Action Item: Fred Paris agreed to produce documents which clearly outline properties included in the William's Point Homeowners Association.

Completion Date: June 30, 2001.

3. Question regarding the dead evergreen tree along the east side of the William's Point property and mowing of the vacant lots and east side incline going up the evergreen-lined fence.

Action Item: Fred Paris has agreed to get these trees replaced and have the vacant lots and "hillside" mowed three or four times a year (or) anytime the weeds or grass reaches 15 inches, whichever procedure keeps the area looking "cared for".

Completion Date: Start by June 30, 2001.

4. Question regarding Paris Estates: Section No. 5 -Covenants No. 19 which states: "Purchasers of lots shall install a four-inch thick concrete sidewalk four feet in width in the right-of-way (1) foot from the right-of-way line the entire length of each lot; Three (3) trees shall also be planted in the building setback area in accordance with the requirements of the Franklin tree ordinance."

The major concern is in regard to the last paragraph where the three (3) trees are to be planted in the setback.

Action Item: Fred Paris is to contact the City of Franklin to determine if the requirement is (2) or (3) trees and review the responsibility for planting the trees with the builder.

Completion Date: | Due to the magnitude of this project it will be an ongoing subject reviewed for progress at each Board meeting; however, a plan for addressing this item is requested by June 30, 2001.

5. Question regarding exterior trim paint color and source was raised. It is:

Action Item: Jim Arbuckle spoke with the builder who advised that the source is the paint store next to Indiana Lighting on South 31 in Greenwood. The manufacturer is Glidden. Ask for "the same type of paint Mike Barnhizer used on the doubles/condos in Franklin". "It is a solid stain". If anyone gets the formula number, please pass it on to the rest of us. Thanks.

6. Question was asked if there were any problems with the new lawn service. There were no major problems stated.

Action Item: All residents should let one of the Board members know at anytime they have a problem with this service. Mike Brown, provider, has stated numerous times that if anyone is dissatisfied to let him know and he'll be glad to correct the problem.

7. Question regarding the cost of lawn service on common areas and, specifically, how much the residents who don't pay to have their lawns mowed should be required to pay.

Action Item:

Fred Brinkman to send a letter and statement to each of the three (3) property owners who do not pay a monthly lawn maintenance fee. Recommended fee for these three property owners was \$25.00 per year due and payable on April 1st each year and retroactive to April 1st, 2001.

Completion Date: June 30, 2001.

8. It was recommended that a letter be written to all residents who use the lawn service regarding caution when considering adding trees, flowers, bushes, etc. to our landscaping.

Action Item: The Secretary/Treasurer is to prepare a letter to the residents outlining the potential for lawn care cost increases as landscaping increases and the difficulty of mowing increases.

Completion Date: June 30, 2001.

WILLIAM'S POINT HOMEOWNERS ASSOCIATION, INC.

June 12, 2001

TO: ALL RESIDENTS

During our quarterly Board of Directors meeting on June 12, 2001, it was recommended that a letter be written to all residents using the lawn service outlining a potential for an increase in the monthly lawn maintenance fee.

In the Spring it is a natural occurrence for people to think of landscaping and, in general, beautification projects - and that's great! We must, however, keep in mind that the cost for lawn care is proportionate to the time required by the provider to mow, trim and blow off clippings.

The current contract negotiated with the lawn care provider was partially based on the landscaping that was in place, or, the general nature of the landscaping to be, during the contract period. To drastically change this without consideration for ease of mowing, trimming and clippings removal, will definitely cause the cost to increase for each of us. I don't think any of us is interested in a cost increase. What we are suggesting is when considering landscaping projects we should all consider the lawn care provider's time and ease or difficulty of accomplishing their tasks.

Examples:

Contoured landscaping: Have large enough radii with edging so the mower can move rapidly through the turns (contour) and edged so no trimming is required.

Oval or Circles - Have them large enough with an edge so the mower can complete the oval or circle with one turn and edged so no trimming is required.

Straight Lines - Have them edged so the mower can move down each side close enough to cut the grass and edges so no trimming is required.

I'm sure you can think of many more and better ways to landscape in such a way that will not require added lawn care costs. Also, please remember to remove hoses, dog chains and stakes and other obstacles from the yard on mowing day, Thursday or Friday. It is Friday unless the weather forecast is for rain, then Thursday.

Thanks for your cooperation.

BOARD OF DIRECTORS



*JP
Fred*

WILLIAM'S POINT HOMEOWNERS ASSOCIATION, INC.

Amendment No. 1

Pursuant to clarification of the William's Point Homeowners Association, Inc. Rules and Regulations regarding the erection of "Fences and/or Privacy Barriers", the Board of Directors have elected to make the following amendment to the Rules and Regulations, as follows:

-1-

Article II, subparagraph "E", Item No. 1: is changed to add Item no. 1"g" which states: "Fences and/or Privacy Barriers are not permitted on any lot in William's Point on the golf course (West) side of Paris Drive".

-2-

Article II, subparagraph "E", item No. 2, sub-item "j" is changed to read: "Fences and Privacy Barriers on lots on the east side of Paris Drive." Items 1 and 2 under "j" shall apply for all requests under Article II, subparagraph "E", item No. 2 with strict compliance requested and appreciated.

-3-

Article I, paragraph "A", item "4", amended to read as follows:

"Statement that the purchaser has been given a copy of the Rules and Regulations (with any and all amendments) and that the purchaser has agreed to abide by them. Rules and Regulations shall be signed by the purchaser and notarized at time of closing and a copy returned to the Board to be permanently filed."

These clarification amendments are in effect immediately and shall apply to all current and future residents of William's Point. These amendments are an integral part of the Rules and Regulations as recorded in the Johnson County Recorder's Office and dated Nov. 14, 2000,* and as such should be attached to your original copy of the Rules and Regulations.

Thank you for your understanding and cooperation.

THE BOARD OF DIRECTORS

Barbara L. Paris
Barbara L. Paris - President

Fred L. Paris
Fred Paris, Director

Jennifer S. Baker
Jennifer S. Baker - Director

Fred Brinkman
Developer
Fred Brinkman, Director

James M. Arbuckle 6-12-01
James M. Arbuckle, Director

WILLIAMS POINT HOMEOWNERS ASSOCIATION, INC.

Dear Homeowner/Resident:

Pursuant to resolving the issue of Paris Estates: Section No. 5 - Covenants No. 19 which states: "Three (3) trees shall also be planted in the building setback area in accordance with the requirements of the Franklin tree ordinance". I am asking that each of you give me your suggestions as (1) how you would like to proceed with this issue, or (2) a Yes or No vote as to whether or not you want trees.

If you want trees, it will be the responsibility of the Developer/BUILDER to provide the appropriate kind and have them planted. This would be a YES vote.

If all residents do not want trees, Fred Paris has said he will take it before the City to try to get a variance to the ordinance. This would be a NO vote.

Please understand that a no vote may not be acceptable to the City and, therefore, trees would be planted. If a few residents want trees and a few do not, the City will probably reject a request for a variance.

At the bottom of this Memo, please take a couple of minutes to give me your thoughts or suggestions and either a "yes" or "no" vote.

Thanks for your expeditious cooperation and help in this matter.

Please respond to: Jim Arbuckle
510 Paris Drive
Franklin, IN 46131-7350.

WILLIAM'S POINT HOMEOWNERS ASSOCIATION, INC.

Amendment No. 1

Pursuant to clarification of the William's Point Homeowners Association, Inc. Rules and Regulations regarding the erection of "Fences and/or Privacy Barriers", the Board of Directors have elected to make the following amendment to the Rules and Regulations, as follows:

-1-

Article II, subparagraph "E", Item No. 1: is changed to add Item no. 1"g" which states: "Fences and/or Privacy Barriers are not permitted on any lot in William's Point on the golf course (West) side of Paris Drive".

-2-

Article II, subparagraph "E", item No. 2, sub-item "j" is changed to read: "Fences and Privacy Barriers on lots on the east side of Paris Drive." Items 1 and 2 under "j" shall apply for all requests under Article II, subparagraph "E", item No. 2 with strict compliance requested and appreciated,

-3-

Article I, paragraph "A", item "4", amended to read as follows:

"Statement that the purchaser has been given a copy of the Rules and Regulations (with any and all amendments) and that the purchaser has agreed to abide by them. Rules and Regulations shall be signed by the purchaser and notarized at time of closing and a copy returned to the Board to be permanently filed."

These clarification amendments are in effect immediately and shall apply to all current and future residents of William's Point. These amendments are an integral part of the Rules and Regulations as recorded in the Johnson County Recorder's Office and dated Nov. 14, 2000, and as such should be attached to your original copy of the Rules and Regulations.

Thank you for your understanding and cooperation.

THE BOARD OF DIRECTORS

Barbara L. Paris
Barbara L. Paris - President

Fred L. Paris
Fred Paris, Director
Developer

Jennifer S. Baker
Jennifer S. Baker - Director

Fred Brinkman
Fred Brinkman, Director

James M. Arbuckle 6-12-01
James M. Arbuckle, Director

WILLIAMS POINT HOMEOWNERS ASSOCIATION, INC.

On October 24, 2001, the third quarterly Board of Directors meeting was held to review specific subjects which have been brought before the Board and to follow up to action items raised during the prior Board meeting. The subjects discussed are as follows:

1. Question regarding the specific lots which are included in the Williams Point properties.*

Action items: Fred Paris has agreed to produce documents (Fred Paris) (by 11/15/01) which clearly outline properties included in the Williams Point Homeowners Association.

2. Question regarding the dead evergreen trees along the east side of Williams Point property and mowing of the vacant lots, including mowing the east side incline area going up to the evergreen lined fence.*

Action items: The evergreen trees have been replaced and (Fred Paris) mowing of the vacant lots started during mid-year 2001. However, mowing of the incline area going up to the evergreen lined fence has not started. It is requested by members of the Board that this mowing be included starting with the 2002 mowing season.

3. Question regarding Paris Estates. Section No. 5 covenants No. 19 wherein (3)/(2) trees are required in the buildings setback area in accordance with the requirements of the Franklin tree ordinance.*

Action item: Fred Paris contacted the City of Franklin (Fred Paris) and determined the number of trees required to be (2). Before planting, the Board has suggested the property owners be poled to see if a majority wants the trees or not. If a majority doesn't want the trees Fred has agreed to present the "majorities" desire to the City and request a variance. Each property owner has been provided a ballot to vote their desire. This ballot should be returned to Jim Arbuckle at 510 Paris Drive as quickly as possible to further this process. Other suggestions to this matter are solicited and may be included with your returned voting ballot. If trees are to be planted, Fred Paris has agreed to furnish a list of acceptable trees which will be planted by the Developer/Builder.

4. Question regarding exterior trim paint color and source for obtaining it.* It is:

Action item:
(J. Arbuckle)

Jim Arbuckle to research paint source and color. Mike Barnhizer, 736-8828, was the painter of the exterior and interior of all condos. The source of this solid color stain is DULUX Paint Center, 647 U. S. Highway 31 North of Greenwood Main Street, 888-5605.

The color is: **TINT BASE" 2600-0200. ACRYLIC LATEX SIDING STAIN," SOLID COLOR." CUSTOM TINT FORMULA (BLK-2P34, YOK-2 P17, OXR. PAO, WHT. P37).**

5. Question regarding the cost of lawn service on common areas and cost for maintaining a flood light at the entrance sign at the south end.*:

Action item:
(F. Brankman)

A memo regarding the cost of and an invoice for \$25.00/year has been sent to each of the four residences who elected not to participate in the regular lawn care service. Remember, all residences of the Williams Point Community are required to contribute to the cost of common area maintenance.

6. Question regarding filing of our "2000" taxes was raised. The "2000" taxes have been filed and our not-for-profit status maintained.

7. The Board has received complaints regarding guests parking their vehicles on the grass, usually on the area between the sidewalk and the curb. This is not acceptable and should not be permitted by the resident. If there is no space on the driveway for parking guest vehicles, the vehicle should be parked on a vacant lot across the street. Please, we want our Grass to grow and the area to look nice for ourselves and our guests.

*Action item carried over from 6-12-01 Board meeting.

8
Corporate Secretary
Also Notary Secretary
Date 11/14/2000 Time 04:50:57 Loc 3 PM
Sheet # 1000-02731 OFF
Page #4/4

ARTICLES OF INCORPORATION

OF

WILLIAM'S POINT AT PARIS ESTATES HOMEOWNERS ASSOCIATION INC.

The undersigned incorporator desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Not - For - Profit Corporation Act of 1971, as amended, (hereinafter referred to as the " Act ") , executed the following Articles of Incorporation:

ARTICLE 1
Name

The name of the corporation is William's Point at Paris Estates Homeowners Association, Inc.

ARTICLE 11
Purposes

Purposes. The purposes for which the corporation is formed are:

Section 1. To promote and develop the health, safety, common good, and social welfare of the Owners and residents of the residential community which is proposed to be developed or which is in the process of being developed by Hoosier State Development Inc, an Indiana Corporation (" Declarant") , or by its successors, on all or portions of the real estate in Johnson County, Indiana more particularly described in Exhibit "A" attached hereto and hereby incorporated herein (the " Real Estate") and on such additional real estate adjacent to the Real Estate as may included within the terms of the Declaration by Declarant from time to time, and to provide for the maintenance, repair, replacement, and operation of the Common Areas of such residential community as defined in Article 1, Section 1(g) of the Declaration of Covenants and Restrictions of William's Point at Paris Estates as defined in Section 3 (i) below, and the payment of taxes assessed against and payable with respect to such Common Areas.

Section 2. To provide as a "Homeowners Association" and "Residential Real Estate Management Association" as defined under the Internal Revenue Code of 1986, as amended ("code"), for the acquisition, construction, management, maintenance, and care of the "association property", as defined in said code.

Section 3. So long as the same are in furtherance of the purposes of the Corporation described in Sections 1 and 2 of this Article 11 and are not contrary to any limitations or restrictions imposed by the Act, the Declaration (herein defined), or any other provisions of the Articles of Incorporation,

(1) to exercise all of the rights, privileges, powers, and authority, and to perform all of the duties and obligations of the "Corporation" (as defined herein and in the Declaration) provided for in that certain Declaration of Covenants and Restrictions of Paris Estates Section 5 and Section 6 (herein referred to as the " Declaration") applicable to all or portions of the real estate, which Declaration

was recorded in the office of the Recorder of Johnson County, Indiana on 1/26/1996 as Instrument No. 96001678 in plat book C page 749 a & b and amended 2/7/1997 by Instrument No. 97002500 also Instrument No. 96025127 recorded on 11/7/1997 in plat book D pages 1 a&b and amended 2/7/1997 Instrument No. 97002499 and as the same may be supplemented or amended from time to time as therein provided, said Declaration being incorporated herein by reference as is set forth at length;

(ii) to fix, levy, collect, and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration and the Act; to pay all expenses in connection therewith and all office and other expenses incidental to the conduct of the business of the Corporation, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Corporation;

(iii) to acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

(iv) to borrow money and pledge, mortgage, encumber, or hypothecate any and all lawful business for which corporations may be incorporated under the Act;

(v) to transact any and all lawful business for which corporations may be incorporated under the Act;

(vi) to have, possess, exercise, and enjoy all of the rights, privileges, and powers granted to corporations by the Act, as now existing or hereafter amended, and by common law.

Section 4. Notwithstanding the foregoing, the Corporation is and shall at all times be a Not-For-Profit Corporation, and its activities shall be conducted for the foregoing purposes in such a manner that no part of its activities shall result in pecuniary remuneration to its Members as such (except for reasonable compensation to Members for services actually rendered) and no part of its net earning shall insure to the benefit of any private Member (other than by acquiring, construction of, or providing management, maintenance and care of "association property" and other than by rebate of excess membership dues, fees, charges, land assessments).

ARTICLE III

Powers. The purposes set forth in Article II hereof shall be construed to constitute powers as well as purposes of the Corporation, and the enumeration of particular powers or other powers not particularly expressed or stated, which other powers are properly within the general scope of the purposes of the Corporation, or incidental thereto, or are convenient or appropriate for the accomplishment of such purposes.

ARTICLE IV Period of Existence

The period during which the Corporation shall continue is perpetual.

ARTICLE V Resident Agent and Principal Office

Section 1. Resident Agent. The name and address of the Corporation's Resident Agent for service of process is Fred Paris, 8218 Sweetwater Drive, Nineveh, Indiana 46164.

Section 2. Principal Office. The post office address of the principal office of the Corporation is P. O. Box 772, Franklin, Indiana, 46131.

ARTICLE VI Membership

Section 1. Classes.

(a) Class A Members. Each Owner as defined in the Declaration) of a Lot (as defined in the Declaration), other than Declarant, shall automatically upon becoming an owner of a Lot, be and become a Member of the Corporation, and shall remain a Class A Member until such ownership ceases, but membership shall terminate when such person ceases to be an Owner. Except as provided in subsection (b) of Section 1 of this Article VI, membership shall be appurtenant to the Lots and cannot be separated from nor assigned, hypothecated, or transferred in any manner except as an appurtenance to a Lot. Any such person or entity who holds an interest in a Lot merely as security for the performance of an obligation shall not be a Member until such time as such person realizes upon his security. The rights of membership are subject to the payment of annual and special assessments levied by the Corporation, the obligation of which, assessments is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by Article IV of the Declaration.

(b) Special Members. In addition to the persons described in subsection (a) and subsection (c) of Section 1 of this Article VI, until the earlier of (i) December 31, 2002, or (ii) the date upon which the written resignation of the Class B Member as such is delivered to the resident agent of the Corporation, (the applicable date being hereinafter referred to as the "Applicable Date") there shall be three (3) additional Members for the Corporation, being the persons from time to time appointed by Declarant to the Initial Board (as defined in the Declaration) to act as the Board of Directors of the Corporation, said persons being hereinafter referred to as "Special Members". Special Members shall not be deemed or considered Members of the Corporation nor Owners of Lots; for any purpose other than to qualify to act as Members of the Board of Directors of the Corporation and as Members of the Initial Board. Membership of each Special Member shall terminate upon the earlier of (x) the Applicable Date, or (y) the date such person is no longer a Member of the Initial Board;

(c) Class B Members. Declarant, and all successors and assigns of Declarant designated by Declarant in a written notice mailed or delivered to the resident agent of the Corporation, shall be Class B Members of the Corporation; provided however, as of the Applicable Date each Class B membership shall be converted to a Class A membership.

Section 2. Rights, Preferences, Limitations, and Restrictions of Classes. The Members shall have such rights, duties, liabilities, and obligations, and shall be subject to such limitations and restrictions, as are provided herein, in the Declaration, and in the Act.

Section 3. Voting Rights of Members.

annual

- (a) The Class A Members described in subsection (a) of Section 1 of this Article VI shall have the same and equal voting rights on all matters submitted to vote at any or special meeting of the Members, the same being one (1) vote for each Lot of which such Class A Member is the Owner; provided however, that until the Applicable Date, each Owner, by acceptance of a deed to a Lot, or by acquisition of any interest in a Lot or Dwelling Unit (as defined in the Declaration) by any type of judicial acts *inter vivos* or *causa mortis*, or otherwise, shall be deemed to have appointed Declarant as such Owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date, to exercise all of said Owner's right to vote, and to vote as Declarant determines, on all matters as to which Members entitled to vote under the Declaration, the Act or otherwise, and such appointment shall not be affected by incompetence of the Owner granting the same. When more than one (1) Person (as defined in the Declaration) constitutes the Owner of a particular Lot, all such Persons shall be Class A Members of the Corporation, but all of such Persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.
- (b) The Special Members described herein shall not have voting rights on any matters submitted to any vote of the Members unless such Special Member is also a Class A Member under subsection (a) Section 1 of this Article VI.
- (c) Each of the Class B Members described in subsection (c) of Section 1 of this Article VI shall be entitled to three (3) votes for each Lot of which it is the Owner on all matters requiring a vote of the Members. After the Applicable Date, Class B memberships shall be converted to Class A memberships, and each Class B Member shall be entitled to one (1) Class A membership for each Lot owned.
- (d) Revocation of Membership. The membership rights of any person whose interest in the Real Estate is subject to assessments under Article IV, Section 1 hereof, may be suspended by action of the Directors during the period when the assessments remain unpaid; but upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Areas and the personal conduct of any person thereon, as provided in Article V, Section 6, (g) of the Declaration, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

ARTICLE VII Directors

Section 1. Number of Directors. The initial Board of Directors is composed of three (3) Members. At any time, the number of Members of the Board of Directors may be changed so that the Board of Directors shall be composed of not less than three (3) nor more than nine (9) persons; provided however, that the exact number of directors shall be prescribed from time to time in the By-laws of the Corporation; and provided further, that under no circumstances shall the minimum number be less than three (3).

Section 2. Names and Post Office Addresses of the Initial Board of Directors are:

<u>Name</u>	<u>Street or Building</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
-------------	---------------------------	-------------	--------------	-----------------

Barbara Paris	1801 Putter Drive	Franklin	In.	46131
Jennifer Baker	Jefferson Street	Franklin	In.	46131
Fred L. Paris	82 18 Sweetwater Drive	Nineveh	In.	46164

ARTICLE VIII
Incorporator

The name and post office address of the incorporator of the Corporation is as follows:

<u>Name</u>	<u>Street or Building</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
Barbara E. Paris c/o Hoosier State Development, Inc.		Franklin	In.	46131

ARTICLE IX
Statement of Property

The Corporation will take over no property at or upon its incorporation other than the Common Areas, as defined in the Declaration, which may be acquired from Declarant on or after the date of incorporation.

ARTICLE X
Provisions for Regulation and Conduct
of the Affairs of Corporation.

Section 1. Interest of Directors or Officers in Transactions. Any contract or transaction between the Corporation and one or more of its directors or officers, or between this Corporation and any firm of which one or more of its directors or officers are Members or employees, or in which they are interested, or between this Corporation and any other corporation or association of which one or more of its directors or officers are shareholders, Members, directors, officers, or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such director, or directors at the meeting of the Board of Directors which acts upon or in reference to such contract or transaction, and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall authorize, approve, and ratify such contract or transaction by the approving vote of a majority of all of the directors present. The interested director or directors may be counted in determining the presence of a quorum at such meeting. This Section 1 of this Article X shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common, equitable, or statutory law applicable thereto.

Section 2. Meeting of Members. Meetings of the Members of the Corporation shall be held at such place within Johnson or Marion Counties, State of Indiana, as may be specified in the respective notices or waivers of notice thereof. At all such meetings a quorum shall consist of Members holding a majority of the possible votes if all Members were present; except that after the Applicable Date, as defined in subsection 1(b) of Article VI hereof, a quorum of members entitled to cast a vote, or of proxies entitled to cast, (1/10 of the votes of each class shall constitute a quorum for any action.

Section 2A. Proxies. At all meeting of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable

and shall cease upon conveyance by the Member of his lot.

Section 3. Meetings of Directors. Meetings of the directors of the Corporation shall be held at such place within or without the State of Indiana, as may be specified in the respective notices or waivers of notice thereof. Any action required or permitted to be taken at any meeting of the Board of Directors or of any Committee thereof, may be taken without a meeting, if prior to such action a written consent thereto is signed by all Members of the Board of Directors, or of such committee, as the case may be, and such written consent is filed with the minutes or proceedings of the Board of Directors or Committee.

Section 4. Powers Relative to By-laws. The initial Code of By-laws of the Corporation shall be adopted by the Initial Board. The power to alter, amend, add to, and repeal the By-laws of the Corporation is hereby vested in the Members, which power shall be exercised in accordance with the requirements of the Declaration; provided however, that there shall be no amendment, alteration, addition to, or repeal of the By-laws prior to the Applicable Date without the prior written consent and approval of Declarant.

Section 5. General Powers of Directors. The Board of Directors shall have exclusive power to elect the officers of the Corporation. In addition to the powers and authority expressly conferred by these Articles of Incorporation, the Board of Directors is hereby authorized to exercise such powers and to do all such acts as may be exercised or done by a corporation organized and existing under the provisions of the Act, and as may be exercised or done by virtue of any other law.

Section 6. Indemnification of Directors, Officers, Agents, Employees, and Others.

(a) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgements, fines, and amounts paid in settlement reasonably incurred by him in connection with such action, suit, or proceeding or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit, or proceeding that such officer, director, employee, or agent is liable for negligence or misconduct in the performance of his duties to the Corporation. The termination of any action, suit, or proceeding by judgement, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person was liable for negligence or misconduct in the performance of his duties to the Corporation.

(b) To the extent that a director, officer, employee, or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in subsection (a) of this Section or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) reasonably incurred by him in connection therewith.

(c) Expenses incurred in defending a civil or criminal action suit, or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall be ultimately determined that he is entitled to be indemnified

by the Corporation as authorized in this Section.

any (d) The indemnification provided by this Section (i) shall not be deemed exclusive of other rights to which those seeking indemnification may be entitled under any other Article or Section of these Articles of Incorporation or any By-laws, resolution, authorization, or agreement adopted, after notice, by a majority of all the voting Members of the Corporation, and (ii) shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall insure to the benefit of the heirs, executors, and administrators of such a person.

(e) The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Section.


Section 7. Right to Amend Articles. The Corporation reserves the right to amend, alter, change, or repeal, in the manner now or hereafter prescribed by the Act, any provision contained in these Articles, and all rights, powers, and privileges hereby conferred on Members, directors, or officers of the Corporation are subject to this reserved power; provided however, that there shall be no amendment, alteration, change or repeal of these Articles prior to the Applicable Date without the prior written consent and approval of Declarant.

Section 8. Initial Board. The initial Board of Directors named in Article VII hereof shall serve as the Board of Directors of the Corporation until removal by Declarant or the first annual meeting of the Members occurring on or after the Applicable Date and, in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to the Applicable Date, every such vacancy shall be filled by a person appointed by Declarant. Any such person so appointed by Declarant shall thereafter be deemed a Member of the Initial Board.

Section 9. Terms of Directors after the Applicable Date. After the Applicable Date, each Member of the Board of Directors of the Corporation shall be elected for a term of one (1) year.

The undersigned, being one or more persons, do hereby adopt these Articles of Incorporation, representing beforehand to the Secretary of State of the State of Indiana and all persons whom it may concern that a membership list of the above named corporation for which a Certificate of Incorporation is hereby applied for, has heretofore been opened in accordance with the law and that at least one (1) person or entity has signed such membership list.

IN WITNESS WHEREOF, I, the undersigned, do hereby execute these Articles of Incorporation, certify to the truth of the facts herein stated, and verify and affirm, subject to the penalties for perjury, that the facts contained herein are true this 14 day of April, 2000.


Barbara Paris, President
Hoosier State Development, Inc.

STATE OF INDIANA)
)

SS: