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FILED
JAN 10 2000
FRANKLIN TOWNSHIP
ASSESSOR

MARTHA A. WOMACKS
MARION COUNTY RECORDER
**DECLARATION OF COVENANTS
AND RESTRICTIONS OF** 208736 JAN 10 00
WOODLAND TRACE

SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

This Declaration (hereinafter referred to as "the Declaration" or "this Declaration"), made this

21st day of DECEMBER, 1999, by Woodland Trace, LLC, an Indiana Limited Liability Company (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of the real estate in Marion County, Indiana, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to, collectively, as the "Original Tract"); and

WHEREAS, Declarant has the right to acquire the parcel of real estate in Marion County, Indiana, which is more particularly described in Exhibit "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "Additional Tract"); and

WHEREAS, Declarant intends to create on the Original Tract [and may in the future desire to create on such portions (or all) of the Additional Tract as may be made subject to the terms of this Declaration, as hereinafter provided] a residential community with public streets, private open spaces, and landscaped areas, including lakes or ponds, and which community may include certain recreational facilities and amenities, for the benefit of such residential community, to be known as "WOODLAND TRACE"; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the values and amenities in such community and the common areas therein contained and, to this end, Declarant desires to subject the Original Tract [together with such portions (or all) of the Additional Tract as may hereafter be made subject to the terms of this Declaration, as hereinafter provided] to certain rights, privileges, covenants, restrictions, easements, assessments, charges, and liens, each and all

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the extent herein provided, for the benefit of the original Tract [together with such portions (or all) of the Additional Tract as may hereafter be made subject to the terms of this Declaration, as hereinafter provided] and each owner of all or part thereof; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which shall be delegated and assigned the powers of owning, maintaining, and administering any common areas located on the Real Estate, administering any common areas located on the Real Estate (hereinafter defined), administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, and promoting the health, safety, and welfare of the owners of the Real Estate, and all parts thereof; and

WHEREAS, Declarant has caused, or will cause, to be incorporated under the laws of the State of Indiana a not-for-profit corporation under the name "Woodland Trace Homeowners Association, Inc.," or a similar name, as such agency for the purpose of exercising such functions.

NOW, THEREFORE, Declarant hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved, and occupied, subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges, and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Real Estate as a whole and of each of the Lots situated therein.

ARTICLE I

Definitions

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

- (a) "Act" shall mean and refer to the Indiana Not-for-Profit Corporation Act of 1991, as amended;
- (b) "Applicable Date" shall mean and refer to the date determined pursuant to Article IV, Section 2(b) of this Declaration;
- (c) "Articles" shall mean and refer to the Articles of Incorporation of the Corporation, as the same may be amended from time to time;
- (d) "Board" or "Board of Directors" shall mean and refer to the governing body of the Corporation elected, selected or appointed as provided for in the Articles, Bylaws, and this Declaration;
- (e) "Bylaws" shall mean and refer to the Code of Bylaws of the Corporation, as the same may be amended from time to time;
- (f) "Committee" shall mean and refer to the "Woodland Trace Building Control Committee," the same being the committee or entity established pursuant to Article VIII, Section 1 of this Declaration for the purposes herein stated;
- (g) "Common Areas" shall mean and refer to (i) all portions of the Real Estate shown on any recorded subdivision plat of the Real Estate, or any part thereof, which are not dedicated to the public and which are not identified as lots on any such plat (such as public streets), whether such plat is heretofore or hereafter recorded, (ii) to the extent hereinafter established, such portions of the Real Estate as are herein declared to be Common Areas even though located on or constituting part of one or more such lots shown on any such plat, and (iii) to the extent hereinafter established, such improvements located, installed or established in, to, on, under, across or through the Real Estate as are herein declared to be Common Areas whether located, installed, or established entirely or partially on Lots (as herein defined) or portions of the Real Estate which are not Lots, or both;
- (h) "Common Expenses" shall mean and refer to expenses of administration of the Corporation, and expenses for the upkeep, maintenance, repair, and

replacement of the Common Areas, and all sums lawfully assessed against the owners by the Corporation, and all sums, costs and expenses declared by this Declaration to be Common Expenses;

- (i) "Corporation" shall mean and refer to Woodland Trace Homeowners Association, Inc., an Indiana not-for-profit corporation which Declarant has caused, or will cause, to be incorporated under said name or a similar name, its successors and assigns;
- (j) "Declarant" shall mean and refer to Woodland Trace, LLC, an Indiana Limited Liability Company, and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Declarant hereunder, including, but not limited to, any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant;
- (k) "Dwelling Unit" shall mean and refer to any building, structure, or portion thereof situated on the Real Estate designed and intended for use and occupancy as a residence by one (1) single family;
- (l) "Lot" shall mean and refer to any and each portion of the Real Estate (excluding any part of the Common Areas) designed and intended for use as a building site for, or developed and improved for use as, a Dwelling Unit (which shall be deemed to include any other buildings or improvements appurtenant to such Dwelling Unit), as designated by Declarant by its deed of the same to another Person. A Lot will not necessarily be the same as any individually numbered parcel of land shown upon, and identified as a lot on, any recorded subdivision plat of the Real Estate or any part thereof. For purposes of this Declaration, a "Lot" may be (i) any individually numbered parcel of land identified as a lot on such subdivision plat, (ii) part of such a numbered parcel of land, (iii) such a numbered parcel of land combined with part or all of another such numbered parcel of land, or (iv) parts or all of two (2) or more of such numbered parcels of land combined. The determination of what portion of the Real Estate constitutes a "Lot" for purposes of this Declaration shall be made by reference to, and shall mean, each tract of land conveyed by Declarant to another Person for use as a building site for, or developed and improved for use as, a Dwelling Unit (which shall be deemed to include any other buildings or improvements appurtenant to such Dwelling Unit). Notwithstanding the foregoing, if after the initial conveyance of a portion of the Real Estate by Declarant to another Person it is agreed between the Declarant and such Person to enlarge or reduce or otherwise change the portion of the Real Estate so originally conveyed to such Person as a "Lot," then the determination of what portion of the Real Estate constitutes such a

"lot" for purposes of this Declaration shall be made by reference to, and shall mean, such "Lot" initially so conveyed by Declarant, as the same has been adjusted or changed at any time by conveyances by and between Declarant and such Person. Any deed or other instrument of conveyance so adjusting or changing the description of a "Lot" shall state on its face that it is made for such purpose. Any part of a "Lot" reconveyed to Declarant shall, upon such re-conveyance, lose its character as part of a "Lot" and may thereafter by conveyance by Declarant as part of another "Lot." The foregoing procedures may be used to correct errors in descriptions, to adjust boundary lines of "Lots" or for any other reason;

- (m) "Mortgagee" shall mean and refer to the holder of a recorded first mortgage lien on a Lot or Dwelling Unit;
- (n) "Owner" shall mean and refer to (i) the Declarant, as to each Lot owned by it and as to each individually numbered parcel of land shown upon, and identified as a lot on, any recorded subdivision plat of the Real Estate (or any part thereof) of which it is the owner (either as to the entire numbered parcel or any part thereof) which is not a Lot, and (ii) the record owner, whether one or more Persons, of the fee simple title to any Lot, provided, however, that Owner shall not include or mean or refer to a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any Lot, but upon so acquiring title to any Lot, a mortgagee or tenant shall be an Owner;
- (o) "Person" shall mean and refer to an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof;
- (p) "Real Estate" shall mean and refer to the original Tract, together with such portions of the Additional Tract as have, from time to time, been subjected to, and are, at any time, subject to this Declaration;
- (q) "Restrictions" shall mean and refer to the agreements, conditions, covenants, restrictions, easements, assessments, charges, liens, and all other provisions set forth in this Declaration, as the same may be amended from time to time; and
- (r) "Site Plan" shall mean and refer to the preliminary plan reflecting Declarant's proposed development of the original Tract and the Additional Tract (if the entire Additional Tract is subjected to this Declaration), a copy of which is attached hereto as Exhibit "C" and hereby incorporated herein by reference.

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

ARTICLE II

Real Estate Subject to This Declaration; Declarant's Right to Subject Additional Tract to This Declaration

Section 1. Declaration. Declarant hereby expressly declares that the Real Estate shall be held, transferred, sold, conveyed, and occupied subject to all the Restrictions. As of the date of execution of this Declaration, the Real Estate consists solely of the Original Tract. The Owner of any Lot at any time subject to the Restrictions and this Declaration, (i) by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such Lot, or (ii) by the act of occupancy of any Lot, shall conclusively be deemed to have accepted such deed, executed such contract, and undertaken such occupancy subject to all of the Restrictions contained in this Declaration. By acceptance of such deed, execution of such contract, or undertaking such occupancy, each Owner and all other Persons acknowledge the rights and powers of Declarant, the Committee, and the Corporation with respect to or under this Declaration and, for himself, his heirs, personal representatives, successors, and assigns, covenant, agree, and consent to and with Declarant, the Committee, and the Corporation, and the Owners and subsequent Owners of each of the Lots affected by this Declaration, to keep, observe, perform, and comply with the terms and provisions of this Declaration.

Section 2. Declarant's Right of Expansion. Declarant shall have, and hereby expressly reserves, the right, at any time, and from time to time, on or before the Applicable Date to add to the Real Estate and subject to this Declaration all or any part of the Additional Tract. Any portion of the

Additional Tract shall be added to the Real Estate and, therefore and thereby, becomes a part of the Real Estate and subject in all respects to this Declaration, when Declarant places of record in Marion County, Indiana, an instrument so declaring the same to be a part of the Real Estate, which declaration may be made as part of a subdivision plat of any portion of the Additional Tract, or by an amendment or supplement to this Declaration, or by the deed conveying any portion of the Additional Tract to a Person other than Declarant, or otherwise. Upon the recording of any such instrument on or before the Applicable Date, the real estate described therein shall, for all purposes, thereafter be deemed a part of the Real Estate and the Owners of any Lots within such real estate shall be deemed for all purposes to have and be subject to all the rights, duties, privileges, and obligations of Owners of Lots within the Real Estate. No single exercise of Declarant's right and option to add to and expand the Real Estate, as described in this Section 2, as to any part of parts of the Additional Tract shall preclude Declarant from thereafter from time to time further expanding and adding to the Real Estate, to include other portions of the Additional Tract, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portion of the Additional Tract so long as such expansion is accomplished on or before the Applicable Date. Such expansion of the Real Estate is entirely at the discretion of Declarant and nothing contained in this Declaration or otherwise shall require Declarant to expand the Real Estate beyond the original Tract, or any other portions of the Additional Tract which Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration.

ARTICLE III

Common Areas;
Obligations of Declarant as to Common Areas;
Declarant's Reserved Rights as to Recreational Facilities

Section 1. The Common Areas The Common Areas shall consist of the portions of the Real Estate, and improvements thereon or thereto, as defined in Article 1, Section 1(g) of this Declaration. Without limiting the generality of the foregoing, the Common Areas shall include the following portions of the Original Tract and the Additional Tract, and improvements thereon or thereto, to the extent the same have been subjected to this Declaration and are part of the Real Estate:

- (a) The storm water detention ponds or lakes shown on the Site Plan, including all land areas surrounding the same which are shown upon the Site Plan as, and may be shown on subdivision plats of the Real Estate as "Common Areas" or "Lake Maintenance Easement," and any other portions of the storm drainage system for the Real Estate which are not established as legal drains subject to the jurisdiction of the Marion County Drainage Board and maintained by it;
- (b) Landscaping to be installed in "Landscaping Easements" noted or to be noted on subdivision plats of the Real Estate along the perimeter frontages of the Real Estate, in any islands, esplanades, cul-de-sac or cul-de-loop areas within the right-of-way of any streets within the Real Estate, or elsewhere within the Real Estate, including entry way walls, fences, or other structures, subdivision identification signs, street signs, or directories, landscape irrigation systems, lighting systems, and other similar items to be installed in "Landscaping Easements" noted or to be noted on subdivision plats of the Real Estate along such perimeter frontages of the Real Estate, or at or in proximity to the street entrances to the Real Estate.
- (c) The following improvements (hereinafter referred to, collectively, as the "Recreational Facilities") to be installed in the "Common Area" as shown on the Site Plan:
 - (i) All recreational facilities,
 - (ii) A swimming pool, and bathhouse and pool maintenance and equipment storage building, and

(iii) An off-street vehicle parking area.

Section 2. Agreement to Construct and Convey Common Areas. Declarant will, prior to the Applicable Date, construct or provide for the common Areas described herein to the extent the same are due to be located on portions of the Original Tract or the Additional Tract which are subjected to this Declaration and are part of the Real Estate. Upon final construction or provision of such Common Areas, Declarant covenants to convey all of its right, title, and interest in and to said Common Areas to the Corporation and all such right, title, and interest in and to said items (whether owned in fee, by leasehold, by contract, or in the nature of an easement or license) shall then be the property of the Corporation, whether or not the same may be located entirely or partially on any one or more of the Lots. As to any of such items of and constituting the Common Areas located entirely or partially on any one or more of the Lots, the owners of such Lots shall take and hold title thereto, subject to an easement for the maintenance of such improvements as Common Areas, and a right and easement in favor of Declarant and the Corporation for access thereto and thereon for purposes of maintaining such Common Areas.

Section 3. Declarant's Reserved Right as to Recreational Facilities. Declarant shall have, and hereby expressly reserves, the right at any time and from time to time hereafter to grant to the owners from time to time of the following described real estate, to-wit:

(hereinafter referred to as the "Adjacent Property")

or any part of parts thereof, whether or not Declarant owns or has any interest in the Adjacent Property, the right to use, enjoyment and benefit of the Recreational Facilities which, at any time and from time to time, are located upon or constitute a part of the Common Areas of the Real Estate.

Such rights shall be deemed to granted to the owners from time to time of the Adjacent Property (or specified parts thereof) when Declarant has placed of record in the office of the Recorder of Marion County, Indiana, an instrument executed by Declarant alone, and without the necessity of execution by any other persons or parties, including, but not limited to, the Owners, the Corporation, or the Board of Directors, granting such rights to the owners of the Adjacent Property (or specified parts thereof). Upon the placing of such instrument of record, each owner of any portion of the Adjacent Property (or the specified parts thereof) shall thereafter, except as otherwise herein provided, have the absolute right, in common with and to the same extent as Owners of Lots within the Real Estate, to the use, enjoyment, and benefit of the Recreational Facilities. However, and notwithstanding the foregoing, such reserved right of Declarant and such rights of use, enjoyment, and benefit of the Recreational Facilities are subject to the following provisions, conditions, and limitations:

- (i) Such rights of use, enjoyment, and benefit of the Recreational Facilities by owners of real estate included within the Adjacent Property shall be limited to owners of those portions of the Adjacent Property developed or to be developed for single family dwelling units;
- (ii) Each owner of real estate included within parts of the Adjacent Property to whom such rights have been granted, who desires to exercise such right to the use, enjoyment, and benefit of the Recreational Facilities, shall pay to the Corporation an annual fee as hereinafter provided. Such fee shall be an annual fee, payable in full in advance, on or before May 1 of each year. Such fee shall be established by the Board of Directors of the Corporation, on an annual basis on or before April 1 of each year, at an amount calculated to reasonably reflect a proportionate share (on a pro rata basis with owners of Lots in the Real Estate) of all costs and expenses incurred or paid to be incurred or paid during said year in connection with the ownership, operation, administration, maintenance, upkeep, and repair of the Recreational Facilities, including, but not limited to, taxes and insurance thereon, reserves for replacement thereof, and salaries, wages, payroll taxes, worker's compensation contributions, and other employee benefit costs of all personnel involved in the operation and maintenance thereof. Such right of use, enjoyment, and benefit of the Recreational Facilities shall be available to

each owner of portions of the real estate included within the Adjacent Property to whom such rights have been granted on an annual basis and the failure of any such owner to avail himself of such right during any year or years or to pay the annual fee for such year or years shall not preclude such owner from thereafter availing himself of such right upon payment of the annual fee for the year of such use.

- (iii) All persons having the right to the use, enjoyment, and benefit of the Recreational Facilities, including both the Owners of Lots within the Real Estate and the owners of real estate included in the Adjacent Property, shall abide by the rules and regulations, if any, adopted by the Corporation for the use of the Recreational Facilities; provided, however, that all such rules and regulations shall neither discriminate against nor in favor of either the Owners of the Lots within the Real Estate or the owners of the real estate included in the Adjacent Property, and shall apply with equal force to both groups. No preference in the use and enjoyment of the Recreational Facilities shall be given to either such group.

ARTICLE IV

Corporation; Membership; Voting; Functions

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

Section 2. Voting Rights. The Corporation shall have the following classes of membership, with the following voting rights:

- (a) Class A. Class A members shall be all Owners except Class B members. Each Class A member shall be entitled to one (1) vote for each Lot of which such

member is the owner with respect to each matter submitted to a vote of members upon which the Class A members are entitled to vote. When more than one (1) Person constitutes the owner of a particular Lot, all such Persons shall be 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) Class B. Class B members shall be Declarant and all successors and assigns of Declarant designated by Declarant as Class B members in a written notice mailed or delivered to the resident agent of the Corporation. Each Class B member shall be entitled to five (5) votes for each Lot of which it is the Owner and five (5) votes for each individually numbered parcel of land shown upon, and identified as a lot on, any recorded subdivision plat of the Real Estate, or any part thereof, of which it is the owner (either as to the entire numbered parcel or any part thereof) which is not a "Lot" as defined in this Declaration, on all matters requiring a vote of the members of the Corporation. The Class B membership shall cease and terminate upon the first to occur of (i) the date upon which the written resignation of the Class B members as such is delivered to the resident agent of the Corporation, (ii) the date Declarant no longer owns any Lots nor any portion of any individually numbered parcel of land shown upon, and identified as a lot on, any recorded subdivision plat of the Real Estate, or any part thereof, or (iii) December 31, 2007 (the "Applicable Date"). After the Applicable Date, Class B memberships shall be converted to Class A memberships, and each former Class B member shall be entitled to one (1) Class A membership for each Lot owned and for each individually numbered parcel of land shown upon, and identified as a lot on, any recorded subdivision plat of the Real Estate, or any part thereof, of which it is then the owner (either as to the entire numbered parcel or any part thereof) which is not a "Lot" as defined herein.
- (c) Special Until the Applicable Date, there shall be two (2) additional Special members of the Corporation, being the persons from time to time appointed by Declarant to serve on the "Initial Board" pursuant to Section 2 of Article V hereof. Persons who are 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 Initial Board. Special members shall have no voting rights on any matters submitted to a vote of the members [unless such Special member is also a Class A member, in which event his voting rights shall be governed by subsection (a) of this section 2].

Section 3. Functions. The Corporation has been (or will be) formed for the purpose of providing for the maintenance, repair, replacement, administration, operation, and ownership of the

Common Areas as and to the extent provided herein, to pay taxes assessed against and payable with respect to the Common Areas, to pay any other necessary expenses and costs in connection with the Common Areas, and to perform such other functions as may be designated for it to perform under this Declaration or under any recorded subdivision Plat of the Real Estate, whether heretofore or hereafter recorded.

ARTICLE V

Board of Directors

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

Section 2. Initial Board of Directors. The initial Board of Directors shall be composed of the persons designated or to be designated in the Articles, to-wit: Terry L. Eaton and Roland F. Litz (herein referred to as the "Initial Board"), all of whom have been or shall be appointed by Declarant. Notwithstanding anything to the contrary contained in, or any other provisions of, this Declaration, the Articles, the Bylaws, or the Act (a) the Initial Board shall hold office until the first meeting of the members of the Corporation occurring on or after the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to such first meeting occurring on or after the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the Initial Board. Each Owner, by acceptance of a deed to a Lot, or by acquisition of any interest in a Dwelling Unit by any type of juridic 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 determined as provided above, to exercise all of said Owner's right to vote, and to vote as Declarant determines, on all matters as to which members of the Corporation are entitled to vote under the Declaration, the Articles, the Bylaws, the Act, or otherwise. This appointment of Declarant as such Owner's agent, attorney-in-fact, and proxy shall not be affected by incompetence of the Owner granting the same. Each Person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Declarant to fill a vacancy, shall be deemed a special member of the Corporation and an owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such Person serving on the Initial Board shall be deemed or considered a member of the Corporation nor an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a member of the Corporation).

Section 3. Additional Qualifications. Where an Owner consists of more than one (1) Person or is a partnership, corporation, trust, or other legal entity, then one (1) of the Persons constituting the multiple owner, or a partner, or an officer, or trustee, shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one Person at a time.

Section 4. Term of Office and Vacancy. Subject to the provisions of Section 2 of this Article V, the entire membership of the Board of Directors shall be elected at each annual meeting of the Corporation. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the first meeting of the members occurring on or after the Applicable Date provided herein. After the Applicable Date, each member of the Board of Directors

shall be elected for a term of one (1) year. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of Section 2 of this Article V as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the Owners if a Director is removed in accordance with Section 5 of this Article V. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified.

Section 5. Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners and until his successor is duly elected and qualified.

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

- (a) Protection, surveillance, and replacement of the Common Areas, unless the same are otherwise the responsibility or duty of owners of Lots; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Corporation, the Board or any Managing Agent must provide any on-site or roving guards, security service, or security system for protection or surveillance, and the same need not be furnished;
- (b) Procuring of utilities used in connection with the Lots, Dwelling Units, and Common Areas (to the extent the same are not provided and billed directly to Owners of Lots and Dwelling Units by utility companies) and snow removal from the Street; streets within the Real Estate (if the appropriate governmental authority exercising jurisdiction over such streets is unable or unwilling to provide such snow removal);
- (c) Landscaping, painting, decorating, furnishing, and maintenance and upkeep of, the Common Areas;
- (d) Assessment and collection from the owners of the Owners, respective shares of the Common Expenses;
- (e) Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of the annual or special meeting at which the same is to be acted upon is mailed or delivered;
- (f) Preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; if possible, such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;
- (g) Keeping a current, accurate, and detailed record of receipts and expenditures affecting the Common Areas and the business and affairs of the Corporation, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an owner at any time during normal business hours;
- (h) Procuring and maintaining for the benefit of the Corporation, the Owners, any Managing Agent, and the Board the insurance coverages required under this Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;
- (i) Paying taxes and assessments levied and assessed against, and payable with respect to, the Common Areas and paying any other necessary expenses and costs in connection with the Common Areas;

- (j) Procuring weekly trash removal services for the benefit of the Owners for which services the Owners may be billed directly; and
- (k) All duties and obligations imposed upon the Corporation or the Board under this Declaration, the Articles, the Bylaws, the Act, or any recorded subdivision plat of the Real Estate, whether heretofore or hereafter recorded.

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

- (a) Employ a Managing Agent to assist the Board in performing its duties;
- (b) Purchase, lease, or otherwise obtain for the Corporation, to enable it to perform its functions and duties, such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors;
- (c) Employ legal counsel, architects, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Corporation;
- (d) Employ, designate, discharge, and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair, and replacement of the Common Areas and to perform all other maintenance, upkeep, repair, and replacement duties of the Corporation and the Board;
- (e) Include the costs of performing all of its functions, duties and obligations as Common Expenses and to pay all of such costs therefrom;
- (f) Open and maintain a bank account or accounts in the name of the Corporation;
- (g) Promulgate, adopt, revise, amend, and alter from time to time such additional rules and regulations with respect to use, occupancy, operation, and enjoyment of the Real Estate and the Common Areas (in addition to those set forth in this Declaration) as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners; and

- (h) Grant to such public or private companies, entities or bodies as the Board shall approve, such easements as may be necessary to provide the Lots, Dwelling Units, and Common Areas with facilities for utility and similar services, including, but not limited to, cable television facilities and service; provided that such easements are located within or are co-extensive with any one or more easements or Common Areas shown upon, and identified as such on, or provided for in, any subdivision plat of the Real Estate, whether such plat is heretofore or hereafter recorded.

Section 8. Limitation on Board Action. After the Applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than Ten Thousand Dollars (\$10,000.00) without obtaining the prior approval of a majority of the cumulative vote of the owners, except that in the following cases such approval shall not be necessary:

- (a) Contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received or for which the insurance carrier has acknowledged coverage;
- (b) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the owners at the annual meeting; and
- (c) Expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the owners.

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

Section 10. Non-Liability of Directors and Officers. The Directors and officers of the Corporation shall not be liable to the Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors and officers, except

for their own individual willful misconduct, bad faith, or gross negligence. The Corporation shall indemnify and hold harmless and defend each of the Directors and officers against any and all liability to any person, firm, or corporation arising out of contracts made by the Board on behalf of the Corporation, unless any such contract shall have been made in bad faith. It is intended that the Directors and officers shall have no personal liability with respect to any contract made by them on behalf of the Corporation.

Section 11. Additional Indemnity of Directors and Officers. The Corporation shall indemnify, hold harmless, and defend any Person, his heirs, assigns, and legal representatives, made a party to any action, suit, or proceeding by reason of the fact that he is or was a Director or officer of the Corporation, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit, or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director or officer is liable for gross negligence or misconduct in the performance of his duties. The Corporation shall also reimburse to any such Director or officer the reasonable costs of settlement of or judgment rendered in any action, suit, or proceeding, if it shall be found by a majority vote of the Owners that such Director or officer was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit, or proceeding against a Director or officer, no Director or officer shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director or officer relied upon the books and records of the Corporation or statements or advice made by or prepared by the Managing Agent (if any) or any other officer or employee thereof, or any accountant, attorney, or

other person, firm, or corporation employed by the Corporation to render advice or service unless such Director or officer had actual knowledge of the falsity or incorrectness thereof; nor shall a Director or officer be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 12. Insurance. To the extent available and affordable as the Board in its sole discretion determines, the Directors may purchase errors and omissions insurance insuring the Board against loss arising from insured activity.

Section 13. Bond. The Board of Directors may provide surety bonds and may require the Managing Agent (if any), the treasurer of the Corporation, and any other officers as the Board deems necessary, to provide surety bonds, indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense.

Section 14. Initial Management. Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have, and Declarant hereby reserves to itself, the exclusive right to manage or designate a Managing Agent for the Real Estate and Common Areas, and to perform all the functions of the Corporation, until the Applicable Date. Declarant may, at its option, engage the services of a Managing Agent affiliated with it to perform such functions and, in either case, Declarant or such Managing Agent shall be entitled to reasonable compensation for its services.

ARTICLE VI

Real Estate Taxes; Utilities

Section 1. Real Estate Taxes. Real estate taxes on each Lot, and on any Dwelling unit or other improvements on each Lot, are to be separately assessed and taxed to each Lot and shall be paid by the Owner of such Lot. Any real estate taxes or other assessments against the Common Areas shall be paid by the Corporation and treated as a Common Expense.

Section 2. Utilities. Each Owner shall pay for his own utilities which, to the extent possible, shall be separately metered to each Lot and Dwelling Unit. Utilities which are not separately metered to an Owner's Lot or Dwelling Unit shall be treated as and paid as part of the Common Expense, unless otherwise determined by the Corporation.

ARTICLE VII

Maintenance, Repairs, and Replacements

Section 1. By Owners. Each Owner shall, at his own expense, be responsible for, and shall promptly perform as the need therefor arises, all maintenance, repairs, decoration, and replacement of his own Dwelling Unit, both interior and exterior. In addition, each owner shall furnish and be responsible for the maintenance of all portions of his Lot, except for such portions thereof as may, in accordance with the terms of this Declaration, be designated as a part of the Common Areas for purposes of maintenance only. All fixtures and equipment installed within or as part of a Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits, or systems enter the Lot upon which said Dwelling Unit is located, shall be maintained and kept in repair by the Owner thereof. Each owner shall promptly perform all maintenance and repair of his Lot and Dwelling Unit which, if neglected, might adversely affect any other Lot or Dwelling Unit or any part of the Common Areas. Such maintenance and repairs include, but are not limited to, internal water lines, plumbing,

electric lines, gas lines, appliances, and all other fixtures, equipment, and accessories belonging to the Owner and a part of or appurtenant to his Dwelling Unit or Lot.

Section 2. By the Corporation. Maintenance, repairs, replacements, and upkeep of the Common Areas [including, but not limited to, the storm drainage system for the Real Estate (other than portions thereof established as legal drains subject to the jurisdiction of the Hamilton County Drainage Board and maintained by it)] shall (except to the extent provided herein as the obligation of Owners) be furnished by the Corporation, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses.

In addition to the maintenance of the Common Areas as herein otherwise defined, the Corporation, as part of its duties, and as a part of the Common Expenses, shall provide for maintenance for the following items, which shall be considered part of the Common Areas for purposes of maintenance only:

- (a) Those portions of the Real Estate, whether or not said portions are part of any of the Lots, which are located outside any perimeter fencing (including walls) originally installed by Declarant as part of the perimeter treatment of the Real Estate, but only to the extent that the same are not maintained by or the responsibility of a public authority; provided, however, that the Corporation shall have no obligation to maintain any public street, road, or highway located within any public right-of-way on or abutting the Real Estate. For purposes of this subparagraph (a), "outside any perimeter fencing" means the areas between such fencing and the nearest property line of the Real Estate;
- (b) Any perimeter fencing (including walls) originally installed by Declarant as part of the perimeter treatment of the Real Estate;
- (c) Landscaping and other items installed by Declarant as part of its initial development of the Real Estate or by the Corporation in the right-of-way of any streets within the Real Estate or in any "Landscaping Easements" noted on subdivision plats of the Real Estate; and
- (d) The lakes or ponds shown on the Site Plan, including any equipment (such as water wells, fountains, or other aeration equipment) installed by Declarant as

an appurtenance to or to aid in the functioning of such lakes or ponds, whether or not located on Lots.

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use, and enjoyment of the Common Areas as it deems necessary, provided that the same are not inconsistent with the express provisions of this Declaration.

Notwithstanding any obligation or duty of the Corporation to repair or maintain any of the Common Areas (or items deemed Common Areas for purposes of maintenance), if, due to the willful, intentional, or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant, invitee, or other occupant or visitor of such Owner, damage shall be caused to the Common Areas (or items deemed as such for purposes of maintenance), or if maintenance, repairs, or replacements shall be required thereby which would otherwise be at the Common Expense, then such owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Corporation, unless such loss is covered by the Corporation's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Corporation, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Lot is subject.

The authorized representatives of the Corporation, the Board and the Managing Agent for the Corporation (if any) shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to the common Areas and items deemed as Common Areas for purposes of maintenance, including, but not limited to, access to any easements reserved, granted, or created by any subdivision plat of any portion of the Real Estate for such purposes.

ARTICLE VIII

Woodland Trace Building Control Committee

Section 1. Creation. There shall be, and hereby is, created and established the "Woodland Trace Building Control Committee" (the "Committee") to perform the functions provided to be performed by it hereunder or under any subdivision plat of the Real Estate. Until the Applicable Date, the Declarant, or not more than three (3) persons designated by it, shall constitute the Committee. After the Applicable Date, the Committee shall be a standing committee of the Corporation consisting of three (3) or more Persons as may, from time to time, be provided in the Bylaws. If the Bylaws do not, at any time, provide for the Committee, then the Board shall be and constitute the Committee.

Section 2. Character of the Real Estate.

A. In General. Every Lot in the Real Estate, unless it is otherwise designated by the Declarant, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed, or permitted to remain upon any of said residential lots except a single family dwelling house and such other improvements, appurtenances, and facilities as are usual and customary accessory uses to a single family dwelling house.

Prior to the commencement of any construction or demolition activity on a Lot, a delineation of the building area for each Lot shall be submitted to the Committee for approval by the Committee, and all trees outside the building, driving, and parking areas shall be designated by type and size and shall not be removed unless approved by the Committee upon proof of unusual hardship in the practical utilization of the Lot and such removal shall not cause a material adverse effect upon the aesthetic values of adjoining lands and rights-of-way. Trees inside the building area shall not be destroyed, but shall be moved to other areas of the Lot, unless they exceed twelve (12) inches in diameter and cannot be moved.

Unpermitted removal or destruction of trees by an Owner or his successors in title, other than by acts of God or circumstances beyond the owner's control, shall, within ninety (90) days after notice in writing from the Committee, be replaced by a tree of a type and size established by the Committee, and upon failure to do so, the Committee shall cause such tree to be replaced and the cost of such replacement shall be a lien upon the Lot collectable in any court of law or equity, together with reasonable attorney's fees for the enforcement of such lien. For purposes of executing this covenant, an easement for ingress and egress shall be and hereby is reserved on each Lot for the performance thereof.

Adequate physical barriers, such as straw bales or snow fence, shall be provided by builders to protect trees to be preserved from damage by construction equipment or otherwise in the erection of building improvements. Pruning of trees outside the building line shall be permitted subject to the review and approval of the Committee and shall be undertaken only by qualified persons having adequate equipment to properly protect and preserve such trees.

In addition to individual site plan restrictions and tree preservation administered by the Committee, platted building lines, and minimum front, side, and rear building lines shall be as established on any subdivision plats of the Real Estate or portions thereof. All construction upon the Real Estate shall be done in compliance with the requirements of all applicable zoning, building, and other governmental laws, ordinances, codes, and other regulations.

B. Residential Use of Accessory Structures Prohibited. No accessory uses or improvements shall be erected on any of the Lots prior to the erection thereon of a single family Dwelling Unit, and in no event shall any such accessory or any temporary structure which may be

constructed upon a Lot subject to these Restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation.

C. Occupancy and Residential Use of Partially Completed Dwelling House Prohibited.

No Dwelling Unit constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the Dwelling Unit shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties.

Section 3. Restrictions and Obligations Concerning Size, Placement, and Maintenance of Dwelling Units and Other Structures.

A. Minimum Living Space Areas. The minimum square of living space of Dwelling Units constructed on the Lots shall be as specified in any recorded subdivision plats of the Real Estate.

B. Set-Back Requirements. Set-back and yard size requirements for Lots shall be as set forth on any recorded subdivision plats of the Real Estate.

C. Mailboxes. In order to aid in the preservation of aesthetic appearances within the Real Estate, any mailbox installed on the Real Estate must be approved by the Committee as to size, location, height, and composition before it is installed. A standard mailbox design will be prepared by the Committee, and such design shall be the standard for all mailboxes installed on the Real Estate.

D. Exterior Construction. All materials used on the exterior of any Dwelling Unit and any other building improvements on a Lot shall be subject to the approval of the Committee. All

driveways must be paved from their point of connection with the abutting street or road to their point of connection with the garage apron.

E. Heating Plants and Garages. Every Dwelling Unit located on the Real Estate must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the Dwelling Unit. Every Dwelling Unit located on the Real Estate must have at least a two (2) car garage, of the same architectural design and materials as the Dwelling Unit. Additionally, an attached side-load garage cannot extend past the front line of the principal residence, excluding terraces, bay windows and porches, into the front yard more than 14 feet for a two (2) car garage or more than 19 feet for a three (3) car garage. An attached front-load garage cannot extend past the front line of the principal residence, including terraces and bay windows, into the front yard more than 14 feet.

F. Diligence in Construction. Unless a delay is caused by strikes, war, court injunction, or acts of God, every building whose construction or placement on any Lot is begun shall be completed within nine (9) months after the beginning of such construction or placement. No

improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than two (2) months from the time of such destruction or damage.

G. Prohibition of Used Structures. All structures constructed or placed on any Lot shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot.

H. Maintenance of Lots and Improvements. The Owner of any Lot shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically, such Owner shall:

- (i) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds and, in any event, not less frequently than once each month during the months of April through October, inclusive, of each year;
- (ii) Remove all debris or rubbish;
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;
- (iv) Cut down and remove dead trees;
- (v) Where applicable, prevent debris and foreign material from entering drainage areas;
- (vi) Keep the exterior or all improvements in such a state of repair or maintenance as to avoid their becoming unsightly; and
- (vii) Within sixty (60) days following completion of a Dwelling Unit on a Lot, the owner shall landscape the Lot, weather permitting.

I. Declarant's and the Corporation's Right to Perform Certain Maintenance. In the event that any Owner of a Lot shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these Restrictions and the provisions of any recorded subdivision plats of the Real Estate, the Declarant, until the Applicable Date, and, thereafter, the Corporation, shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these Restrictions and the provisions contained in any such subdivision plats. The cost thereof to the Declarant or the Corporation shall be collected as a special assessment against such owner and his

Lot in the manner provided for herein for the collection of Common Expenses. Neither the Declarant nor the Corporation, nor any of its agents, employees, or contractors, shall be liable for any damage which may result from any maintenance work performed hereunder.

J. Fences, Walls, and Screening Structure. In order to aid in the preservation of the aesthetic appearance within the real estate and to help maintain an open view of the natural surroundings, the following restrictions and limitations will apply to rear yard or side yard fences, walls or screening structures:

(i) No rear yard or side yard fence, wall or screening structure may exceed 60 inches in height on any Lot, except on Lots abutting or adjoining the common area ; which fence, wall or screening structure may not exceed 42 inches in height. in both cases, an exception will be made if required by statute or ordinance in conjunction with a specified use of the property, to protect a swimming pool or as approved by the Board.

(ii) The material and style used for rear yard or side yard fences or screening structures on Lots abutting or adjoining the common area shall be limited to a see-through material (i.e., vinyl coated chain link [green, brown or black color] including rails and posts, split rail, ornamental iron or aluminum [black color], or "Cape Cod" or vertical spaced wood picket). The material and style used for rear yard or side yard fences or screening structures on all other Lots, shall be limited to: vinyl coated chain link [green, brown or black color] including rails and posts, split rail, ornamental iron or aluminum (black color), "Cape Cod" or vertical spaced wood picket, vertical wood shadow box, and vertical wood picket. Hidden electronic fencing will be allowed on any Lot. No stockade, ox-bow, basket weave, horizontal wood, galvanized chain link, wire, solid aluminum fences or screening structures will be allowed on any Lot and no portable or modular kennel or kennel systems will be allowed on any Lot.

Section 4. Provisions Respecting Disposal of Sanitary Waste.

A. Nuisances. No outside toilets shall be permitted on any Lot (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to be exposed.

B. Construction of Sanitary Sewage Lines and Disposal Facilities. All sanitary sewage lines and disposal facilities on the Lots shall be designed, constructed, installed and maintained in accordance with the provisions and requirements of Marion County, Indiana, any other governmental or quasi-governmental agencies having jurisdiction over public sanitary sewers and these Restrictions.

Section 5. General Prohibitions. In addition to any restrictions or limitations contained elsewhere in this Declaration or in any recorded subdivision plats of the Real Estate, the following limitations, restrictions, and prohibitions shall govern the development, use and occupancy of the Real Estate:

A. In General. No noxious or offensive activities shall be carried on any Lot, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot.

B. Signs. Except as otherwise permitted by any subdivision plats of the Real Estate or the Committee, no signs or advertisements shall be displayed or placed on any Lot or structures without the prior written approval of the Committee.

C. Animals. No animals shall be kept or maintained on any Lot except usual household pets, and, in such cases, such household pets shall be kept reasonably confined so as not to become a nuisance. No exotic, naturally untamed, farm or other undomesticated animal shall be permitted at any time.

D. Vehicle Parking. No trucks, campers, trailers, recreational vehicles, boats, boat trailers, or similar vehicles shall be parked on any street or Lot for more than three (3) consecutive days, unless the same are parked in a garage.

E. Garbage, Trash, and Other Refuse. No Owner of a Lot shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse on his Lot except as may be permitted in subparagraph F below. All houses shall be equipped with a garbage disposal unit.

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

G. Model Homes. No Owner of any Lot shall build or permit the building upon his Lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Declarant.

H. Temporary Structures. No temporary house, trailer, tent, garage, storage barn, or other outbuilding shall be placed or erected on any Lot, except during the permitted construction period, nor shall any overnight camping be permitted on any Lot.

I. Ditches and Swales. It shall be the duty of every Owner of every Lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed (both by improvements and plant material) and in

good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes of this subparagraph I.

J. Utility Services. Utility services shall, to the greatest extent possible, be installed underground and in or adjacent to public rights-of-way to minimize removal of or damage to trees.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the Lots, nor shall any septic tanks or other sewage disposal systems be installed on any of the Lots, without the approval of the Committee and of the governing public health agency or other civil authority.

Section 6. Committee's Functions.

A. Statement of Purposes and Powers. The Committee shall regulate the exterior design, appearance, use, location, and maintenance of lands subject to these Restrictions, and improvements thereon, in such a manner as to preserve and enhance values, to maintain a harmonious relationship among structures and the natural vegetation and topography, and to provide for the proper functioning of the storm drainage system for the Real Estate. For these purposes, the Committee may, from time to time and at any time, make, amend, and modify such rules, regulations, and guidelines as it may deem necessary or desirable to guide owners as to the terms, conditions, procedures, and requirements of the Committee for the submission and approval of items to it. Such rules, regulations and guidelines may, in addition, set forth additional specifications to those set forth herein or in any subdivision plats of the Real Estate, so long as the same are not inconsistent with this Declaration or any such subdivision plat.

- (i) Generally. No dwelling, building, structure, or other improvement of any type or kind shall be constructed, placed, repaired, remodeled, reconstructed or altered on any Lot, nor shall any work be done on any Lot which alters or changes the grade or elevation thereof, without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization

from the Committee. Such written application shall be made in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction, improvement or other work. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed, placed, repaired, remodeled, reconstructed, or altered upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed (and existing) landscaping, together with any other material or information which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn to a scale of one-fourth inch equals one inch (1/4"=1") and all plot plans shall be drawn to a scale of one inch equals thirty feet (1"=30'), or to such other scale as the Committee shall require. There shall also be submitted, where applicable, such other permits or reports as may be required under this Declaration. The following drawings shall be considered minimum for approval study:

- (a) Site Plan, which includes complete topographic study, location of all trees, existing and proposed structures, drives, proposed (or existing) sanitary sewage disposal system location, utility service, storm drainage, and grading details, terraces, and all landscape details (including size of all plantings and type); and
 - (b) Foundation Plan, floor plans, cross-sections, exterior elevations, and complete specifications for all materials to be used on the exterior of the house, building, structure, or other improvement.
- (ii) Power of Disapproval. The Committee may refuse to grant permission to construct, place, or make the requested improvement, or perform other work, when:
- (a) the plans, specifications, drawings, or other material submitted are, themselves, inadequate or incomplete, or show the proposed improvement or work to be in violation of these Restrictions, the requirements or restrictions of any subdivision plats of the Real Estate, the requirements or restrictions of any applicable zoning ordinances, or any rules, regulations, or guidelines adopted by the Committee;
 - (b) the design or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures in the sole opinion of the committee; or

(c) the proposed improvement, or work, or any part thereof, would, in the sole Opinion of the Committee, be contrary to the interests, welfare, or rights of all or any of other Owners.

(iii) Change, Modification, or Amendment of Rules, Regulation, and Guidelines. Any rules, regulations, and guidelines at any time made by the Committee may be changed, modified, and amended by the Committee at any time, and from time to time, on a prospective basis; provided, however, that no such change, modification, or amendment shall be applied by the Committee retroactively as to any construction theretofore completed nor as to the construction of any improvement which has previously been formally approved by the Committee if such construction has been commenced or is commenced within ninety (90) days after such change, modification, or amendment is effective. Any rules, regulations, or guidelines adopted and made by the Committee, and any changes, modifications, or amendments of any such rules or guidelines adopted and made by the Committee, and any changes, modifications, or amendments of any such rules, regulations, and guidelines at any time made by the Committee, shall be set forth in a written instrument and recorded in the office of the Recorder of Hamilton County, Indiana, and shall be effective upon such recording; provided, however, that the making, adoption, change, modification, and amendment of any such rules, regulations, or guidelines by the Committee shall not be considered or deemed to be amendments of this Declaration requiring the consent or approval of any Owners, Mortgages, or other Persons.

B. Duties of Committee. The Committee shall approve or disapprove proposed improvements or other work within fifteen (15) days after all required information shall have been submitted to it. One (1) copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons therefor. If the Committee fails to act upon any plans or requests for approval submitted to it for its approval within such fifteen (15) day period, it shall be deemed that the Committee has disapproved such plans or request.

C. Liability of Committee. Neither the committee, nor any member thereof, nor any agent thereof, nor the Declarant shall be responsible in any way for any defects in any plans, specifica-

tions or other materials submitted to it, nor for any defects in any work done according thereto, nor for any action or failure to act with respect to the exercise or non-exercise of its rights, duties authority hereunder. Further, the committee does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation nor warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used. The builder of any residence approved by the Committee agrees to indemnify and hold the Committee harmless of and from any liability arising from the plans or construction of any dwelling.

D. Inspection. The committee and the Declarant may inspect work being performed to assure compliance with these Restrictions, the restrictions contained in any subdivision plats of the Real Estate and applicable regulations. However, neither the Committee, nor any member thereof, nor the Declarant, nor any agent or contractor employed or engaged by the Committee or the deficiencies in any work inspected or approved by it or them, or on its or their behalf. Further, no such inspection or approval given by or on behalf of the Committee or the Declarant shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.

Section 7. Rules Governing Building on Several Contiguous Lots Having One (1) Owner. Whenever two (2) or more contiguous Lots shall be owned by the same Person, and such Owner shall desire to use two (2) or more of said Lots as a site for a single Dwelling Unit, he shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single Dwelling Unit shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as, and only so long as, the Lots remain improved with one single Dwelling Unit.

ARTICLE IX

Assessments

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

Section 2. Proposed Annual Budget. Annually, on or before the date of the annual or special meeting of the Corporation at which the budget is to be acted upon, the Board of Directors shall cause to be prepared a proposed annual budget for the next ensuing fiscal year estimating the total amount of the Common Expenses for such next ensuing fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the designated meeting of the Corporation for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the next ensuing fiscal year. At such annual or special meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the owners; provided, however, that in no event shall such meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments, and all sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular

Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas. Such replacement reserve fund for capital expenditures and replacement and repair of the Common Areas shall be maintained by the Corporation in a separate interest bearing account or accounts with one (1) or more banks or savings and loan associations authorized to conduct business in Marion County, Indiana, selected from time to time by the Board. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the meeting of the Corporation at which the budget is to be acted upon, there is no annual budget approved by the Owners as herein provided for the current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred ten percent (110%) of such last approved budget, as a temporary budget.

Section 3. Regular Assessments. The annual budget as adopted by the Owners shall, based upon the estimated cash requirement for the Common Expenses in the fiscal year covered thereby as set forth in said budget, contain a proposed assessment against each Lot, which shall be the same amount for each Lot. Immediately following the adoption of the annual budget, each owner shall be given written notice of the assessment against his respective Lot (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following the

adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including the reserve funds as herein above provided. The Regular Assessment against each Lot shall be paid in full in advance by a date specified by the Board which date shall not be earlier than fifteen (15) days after the written notice of such Regular Assessment is given to the owners. However, at the option of the Board, the Regular Assessment against each Lot may be paid in advance in equal quarterly installments commencing on the first day of the first month of each fiscal year and quarterly thereafter through and including the first day of the last quarter of such fiscal year. payment of the Regular Assessment, whether in one (1) payment or in quarterly installments, shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors. In the event the Regular Assessment for a particular fiscal year of the Corporation was initially based upon a temporary budget:

- (a) if the Regular Assessment based upon the final annual budget adopted by the owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment and such next payment, and all payments thereafter during such fiscal year, whether annual or quarterly, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or
- (b) if the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due, whether annual or quarterly, until the entire amount of such excess has been so credited;

provided, however, that if an Owner had paid his Regular Assessment in full in advance, then the adjustments set forth under (a) or (b) above shall be made by a cash payment by, or refund to, the

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

Section 4. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval

of the Owners, unless otherwise provided in this Declaration, the Articles, the Bylaws, or the Act, the Board of Directors shall have the full right, power, and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot, prorated in equal shares (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration.

Section 5. Failure of Owner to Pay Assessments.

(a) No Owner may exempt himself from paying Regular Assessments and Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and items deemed Common Areas for purposes of maintenance, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Lot belonging to him. Each owner shall be personally liable for the payment of all Regular and special Assessments against his Lot. Where the owner constitutes or consists of more than one (1) Person, the liability of such Persons shall be joint and several. If any owner shall fail, refuse, or neglect to make any payment of any Regular Assessments or Special Assessments against his Lot when due, the lien for such Assessment on the Owner's Lot and Dwelling Unit may be filed and foreclosed by the Board for and on behalf of the Corporation as a mortgage on real property or as otherwise provided or permitted by law. Upon the failure of an Owner to make timely payments of any such Regular Assessments or Special Assessments, when due, the Board may, in its discretion, accelerate the entire balance of the unpaid Assessments and declare the same

immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Lot and Dwelling Unit which are the subject of such action shall be jointly and severally liable for the payment to the Corporation of reasonable rental for such Lot and Dwelling Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and Dwelling Unit and to collect the rentals and other profits therefrom for the benefit of the Corporation to be applied to the unpaid Regular Assessments or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing (and without thereby being deemed to have waived) the lien securing the same. In any action to recover a Regular Assessment or Special Assessment, or any other debts, dues, or charges owed the Corporation, whether by foreclosure or otherwise, the Board, for and on behalf of the Corporation, shall be entitled to recover from the Owner of the respective Lot and Dwelling Unit all of the costs and expenses of such action incurred (including, but not limited to, reasonable attorneys' fees) and interest from the date such Assessments or charges were due, until paid, at a rate equal to the "prime interest rate" then in effect as publicly quoted or published by Bank One, Indianapolis, N.A., of Indianapolis, Indiana (or if said Bank is no longer in existence, then such rate charged by another national bank in Marion County, Indiana, selected by the Board).

(b) Notwithstanding anything contained in this Section or elsewhere in this Declaration, the Articles or the Bylaws, any sale or transfer of a Lot and Dwelling Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment or other charges as

to such installments which became due prior to such sale, transfer, or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior owner from personal liability therefor. No such sale, transfer, or conveyance shall relieve the Lot and Dwelling Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments or other charges thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments or other charges, the lien for which has been divested as aforesaid, shall, if not collected from the party personally liable therefor, be deemed to be a Common Expense, collectible from all owners (including the party acquiring the subject Lot and Dwelling Unit from which it arose).

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

Further, until the Applicable Date, and notwithstanding the foregoing or anything else contained herein, no Regular Assessments, Special Assessments, or other charges shall be owed or payable by Declarant with respect to any Lot or other portion of the Real Estate owned by Declarant while the same is owned by Declarant, nor shall any such Assessments or charges become a lien on any such Lot or other portion of the Real Estate owned by Declarant. Assessments against a Lot shall commence to accrue from the date each Lot is conveyed by Declarant to an Owner other than

Declarant (either by deed or by installment sale, conditional sale, or land contract sale), and a prorated portion of the Regular Assessment for the balance of the fiscal year of the Corporation against each Lot so conveyed by Declarant shall be paid by each purchaser upon such conveyance.

Section 7. Initial Working Capital and Start-Up Fund. Upon the closing of the initial conveyance of each Lot by Declarant to another Person (either by deed or by installment sale, conditional sale, or land contract sale), the purchaser of such Lot shall pay to the Corporation, in addition to any other amounts then owed or due to the Corporation, as a contribution to its working capital and start-up fund, an amount equal to one-sixth (1/6th) of the then current annual Regular Assessment against such Lot, which payment shall be non-refundable and shall not be considered as an advance payment of any Assessment or other charge owed the Corporation with respect to such Lot. Such working capital and start-up fund shall be held and used by the Corporation for payment of, or reimbursement to Declarant for advances made to pay, expenses of the Corporation for its early period of operation of the Real Estate, to enable the Corporation to have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary by the Board.

ARTICLE X

Mortgages

Section 1. Notice to Corporation. Any Owner who places a first mortgage lien upon his Lot, or the Mortgagee, shall notify the Secretary of the Corporation thereof and provide the name and address of the Mortgagee. A record of each such first mortgage, and name and address of the Mortgagee, shall be maintained by the Secretary and any notice required to be given to the Mortgagee

pursuant to the terms of this Declaration, the Bylaws, or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the Bylaws, or otherwise shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of this Declaration, the Bylaws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The Corporation shall, upon request of a Mortgagee who has furnished the Corporation with its name and address as herein above provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the Bylaws which is not cured within sixty (60) days.

Section 2. Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Corporation and the owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid Assessments or charges in excess of the amounts set forth in such statement or as such Assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 3 of Article IX hereof.

ARTICLE XI

Insurance

Section 1. Casualty Insurance. The Corporation shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring the Common Areas in an amount consonant with the full replacement value of the improvements, if any, which, in whole or in part, comprise the Common Areas. If the Board of Directors can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board, the Board may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall name the Corporation as the insured, for the benefit of each owner (to the extent, if any, that individual owners have an independent interest in the property covered thereby).

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Corporation as herein above set forth shall be paid to it or to the Board of Directors. In the event that the Board of Directors has not posted surety bonds for the faithful performance of their duties as such Directors or if such bonds do not exceed the funds which will come into its hands, and there is damage to a part or all of the Common Areas resulting in a loss, the Board of Directors shall obtain and post a bond for the faithful performance of its duties in an amount to be determined by the Board, but not less than one hundred fifty percent (150%) of the loss, before the Board shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty of the Board in connection with any such insurance proceeds shall be to receive such proceeds as are paid and to hold the same for the purposes elsewhere stated herein, and for the

benefit of the Owners. The proceeds shall be used or disbursed by the Corporation or the Board, as appropriate, only in accordance with the provisions of this Declaration.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer:

- (1) waives its right to subrogation as to any claim against the Corporation, the Board of Directors, its agents and employees, owners, their respective agents, and guests, and
- (2) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms that:
 - (1) the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual owners, and
 - (2) notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Corporation does not elect to restore.

Section 2. Public Liability Insurance. The Corporation shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of One Million Dollars (\$1,000,000.00) per occurrence. Such comprehensive public liability insurance policy shall cover all of the Common Areas and shall insure the Corporation, the Board of Directors, any committee or organ of the Corporation or Board, any Managing Agent appointed or employed by the Corporation, all persons acting or who may come to act as

agents or employees of any of the foregoing with respect to the Real Estate, all Owners of Lots and all other persons entitled to occupy any Lot or Dwelling Unit. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other owners.

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

Section 4. General Provisions. The premiums for all insurance herein above described shall be paid by the Corporation

as part of the Common Expenses. When any such policy of insurance herein above described has been obtained by or on behalf of the Corporation, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each owner or Mortgagee whose interest may be affected thereby, which notice (accompanied by copies of such policies of any changes thereto, or certificates indicating the coverages included therein) shall be furnished by the officer of the Corporation who is required to send notices of meetings of the Corporation.

In no event shall any distribution of insurance proceeds be made by the Board of Directors directly to an owner where there is a mortgagee endorsement on the certificate of insurance or insurance policy as it applies to such Owner's share of such proceeds. In such event any remittances shall be to the Owner and his Mortgagee jointly. The same method of distribution shall also apply to the distribution of any condemnation awards in connection with any taking of any of the Common Areas. Notwithstanding the foregoing, under no circumstances shall any distribution of insurance proceeds or condemnation awards be made by the Corporation to any Owners or Mortgagees if to do so would be in violation of the Act or if the same would constitute a distribution of earnings, profits, or pecuniary gain to the members of the Corporation; in any such event, any such insurance proceeds or

condemnation awards shall be retained by the corporation for use in the payment of its expenses of operation.

Section 5. Insurance by Owners. Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable, at his own expense, affording coverage upon his personal property, his Lot, his Dwelling Unit, the contents of his Dwelling Unit, his personal property stored anywhere on the Real Estate, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Corporation.

ARTICLE XII

Casualty and Restoration

In the event of damage to or destruction of any of the Common Areas due to fire or any other casualty or disaster, the Corporation shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Corporation, if any, shall be applied to the cost of such repair and reconstruction.

If the insurance proceeds, if any, received by the Corporation as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction of the Common Areas, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Areas so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Corporation against all of the Owners in equal shares. Any such amounts assessed against the owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For Purposes of this Article, repair, reconstruction, and restoration shall mean construction or rebuilding the Common Areas to as near as possible the same condition as they existed immediately prior to the damage or destruction.

Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors or

Corporation has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires or deems necessary.

Encroachments upon any Lot which may be created as a result of such reconstruction or repair of any of the Common Areas shall not constitute a claim or basis of a proceeding or action by the Owner upon whose Lot such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Common Areas were originally constructed.

ARTICLE XIII

Restrictions, Covenants, and Regulations

Section 1. Restrictions on Use. The following covenants and restrictions on the use and enjoyment of the Lots, Dwelling Units, and Common Areas shall be in addition to any other covenants or restrictions contained herein and in any subdivision plats of any part of the Real Estate heretofore or hereafter recorded, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Corporation. Present or future Owners or the Corporation shall be entitled to injunctive relief against any violation or

attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation.

These covenants and restrictions are as follows:

- (1) All Lots and Dwelling Units shall be used exclusively for residential purposes and for occupancy by a single family. In home occupation may be permitted as governed by applicable zoning ordinances and regulations.
- (2) Nothing shall be done or kept by an owner in any Dwelling Unit, or on any Lot, or on any of the Common Areas, which will cause an increase in the rate of insurance on any Common Areas. No owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot which will result in a cancellation of insurance on any part of the Common Areas, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.
- (3) No nuisance shall be permitted and no waste shall be committed in any Dwelling unit or on any Lot.
- (4) No owner shall cause or permit anything to be hung or displayed on the outside of the windows of his Dwelling unit or placed on the outside walls of any building, and no sign, awning, canopy, shutter, or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any building without the prior consent of the Committee unless otherwise expressly authorized herein, or in any recorded subdivision plat, or by the rules, regulations and guidelines of the Committee.
- (5) No Dwelling Unit or Lot shall be used in any unlawful manner or in any manner which might cause injury to the reputation of the subdivision developed or to be developed on the Real Estate, or which might be a nuisance, annoyance, inconvenience, or damage to other Owners and occupants of Dwelling Units, or neighboring

property, including, without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers, or other equipment or machines or loud speakers.

- (6) No clothes, sheets, blankets, rugs, laundry, or other things shall be hung out or exposed on, or so as to be visible from, any part of the common Areas. The Common Areas shall be kept free and clear of rubbish, debris, and other unsightly materials.
- (7) No industry, trade, or other commercial or religious activity, educational, or otherwise, designed for profit, altruism, or otherwise, shall be conducted, practiced, or permitted on the Real Estate unless and except as otherwise authorized or permitted by any subdivision plats of the Real Estate.
- (8) All Owners and members of their families, their guests, or invitees, and all occupants of any Dwelling Unit or other persons entitled to use the same and to use and enjoy the Common Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use, and enjoyment of the Common Areas.
- (9) No owner shall be allowed to plant trees, landscape, or do any gardening in any of the Common Areas, except with express permission from the Board.
- (10) Common Areas shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. Without limiting the generality of the foregoing, the lakes or ponds to be installed on the Real Estate, as shown on the Site plan, are and will be an integral part of the storm water drainage system serving the Real Estate and are intended to be used for such purpose and primarily as visual and aesthetic amenities and not as recreational amenities. Accordingly, no use shall be made of such lakes or ponds which in any way interferes with their proper functioning as part of such storm

water drainage system. No boating, swimming, diving, skiing, or ice skating shall be permitted in or on said lakes or ponds. No sewage, garbage, refuse, or other solid, liquid, gaseous, or other materials or items (other than storm and surface water drainage) shall be put into said lakes or ponds, except the Corporation may take steps to clear and purify the waters thereof by the addition of chemicals or other substances commonly used for such purposes or by providing therein structures and equipment to aerate the same. Fishing from the shores of such lake or ponds adjacent to an Owner's Lot by the Owner thereof and his invited guests and family shall be permitted subject to obedience and compliance with all applicable fishing and game laws, ordinances, rules, and regulations. The Corporation shall be responsible for the maintenance of the lakes or ponds and the banks of the lakes or ponds above the water level to the Lot lines. The maintenance costs of the lakes or ponds and such banks shall be assessed as an assessment against all Lots subject to assessment as part of the Common Expenses. No dock, pier, wall, or other structure may be extended into the lakes or ponds. Except for such loss or damage as may result from the act or omission of the Corporation or its agents in the course of maintaining the lakes or ponds and the adjoining banks, each Owner of a Lot abutting the lakes or ponds shall indemnify and hold harmless the Corporation and each other Owner against all loss or damage incurred as a result of injury to any person or damage to any property, or as a result of any other cause, arising from or related to use of, or access to, the lakes or ponds by any person who gains access thereto from, over, or across such owner's Lot. Declarant shall have no liability to any person with respect to any damage to any Lot resulting from the lakes or ponds or the proximity of a Lot thereto, including loss or damage from erosion.

Notwithstanding anything to the contrary contained herein or in the Articles or Bylaws, including, but not limited to, any covenants and restrictions set forth herein or otherwise, Declarant shall have, until the Applicable Date, the right to use and

maintain any Lots and Dwelling Units owned by Declarant and other portions Of the Real Estate (other than individual Dwelling Units and Lots owned by Persons other than Declarant) , all of such number and size and at such locations as Declarant in its sole discretion may determine, as Declarant may deem advisable or necessary in its sole discretion to aid in the sale of Lots and the construction of Dwelling Units, or for the conducting of any business or activity attendant thereto, or for the construction and maintenance of Common Areas, including, but not limited to, model Dwelling Units, storage areas, construction yards, signs, construction offices, sales offices, management offices, and business offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any of such facilities so used or maintained by Declarant be or become part of the Common Areas, unless so designated by Declarant, and Declarant shall have the right to remove the same from the Real Estate at any time.

Section 2. Non-Applicability to Corporation. Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth in Section 1 of this Article XIII shall not apply to or be binding upon the Corporation in its ownership, management, administration, operation, maintenance, repair, replacement, and upkeep of the Common Areas to the extent the application thereof could or might hinder, delay, or otherwise

adversely affect the Corporation in the performance of its duties, obligations, and responsibilities as to the Common Areas.

ARTICLE XI

Amendment of Declaration

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

- (1) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.
- (2) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.
- (3) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the Bylaws.
- (4) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners. In the event any Lot or Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.
- (5) Special Amendments. No amendment to this Declaration shall be adopted which changes (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or (2) the provisions of Article XI of this Declaration with respect to casualty insurance to be maintained by the Corporation, or (3) the provisions of Article XII of this Declaration with respect to reconstruction or repair of the Common

Areas in the event of fire or any other casualty or disaster, or (4) the provisions of this Declaration establishing the Committee and providing for its functions, without, in each and any of such circumstances, the unanimous approval of all owners and of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of this Declaration.

- (6) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Corporation and shall be recorded in the Office of the Recorder of Hamilton County, Indiana, and such amendment shall not become effective until so recorded.

Section 2. Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Corporation, the Board of Directors, any Mortgagees, or any other Person to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply With requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this

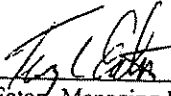
Declaration into compliance with any statutory requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) functions similar to those performed by such agencies or entities, (e) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, or (f) to implement the rights and options of Declarant (or its nominee) as set forth in Section 2 of Article II hereof and in Section 3 of Article III hereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by (and granted by each owner to) the Declarant to vote in favor of, make, or consent to any amendments described in this Section 2 on behalf of each owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute, and record any such amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section 2 shall terminate at such time as the Declarant no longer holds or controls title to any part or portion of the original Tract or the Additional Tract.

ARTICLE XV

Acceptance and Ratification

IN WITNESS WHEREOF, Woodland Trace, LLC, Declarant herein, has executed this Declaration on the date first herein above set forth.

WOODLAND TRACE, LLC

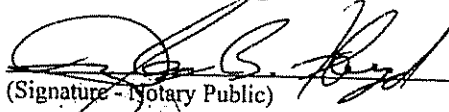
By: 
Terry L. Eaton, Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Terry L. Eaton, Managing Member of Woodland Trace, LLC, an Indiana Limited Liability Company, who acknowledged the execution of the above and foregoing instrument as his voluntary act and deed as such officer for and on behalf of said Corporation, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 21st day of December, 1999.

MY COMMISSION EXPIRES:
2-6-2003

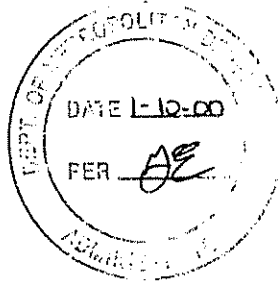

(Signature - Notary Public)

COUNTY OF RESIDENCE:
Hamilton

Douglas A. Floyd
(Name - Printed or Typed) COUNTY OF RESIDENCE IS: HAMILTON

THIS INSTRUMENT PREPARED BY E. DAVIS COOTS, OF THE FIRM OF COOTS, HENKE & WHEELER, P.C., 255 EAST CARMEL DRIVE, CARMEL, INDIANA 46032-2689

M:\EDC\DECLAA WPD



SUBJECT: DECLARATION OF COVENANTS AND RESTRICTIONS OF WOODLAND TRACE

ACKNOWLEDGEMENT:

If this instrument is being executed by Builder, Builder agrees to obtain written acceptance and approval of this instrument from its purchaser prior to the re-sale of the Lot or completion of improvements on the Lot by the Builder

By my(our) signature(s) below, I(We) certify that I(We) have read the entire contents of this document and agree to comply with the requirements contained herein.

4
Lot No.

5

Hansen + Horn Group, Inc.
Builder

Incy Homes, Inc.

William Blake
By William Blake, President

[Signature]
Patrick Strong, President

4/12/00
Date

4/12/00

Lot Owner

Lot Owner

Date

EXHIBIT A:

Legal Description:

A part of the Southeast Quarter of Section 2, Township 14 North, Range 4 East of the Second Principal Meridian, Franklin Township, City of Indianapolis, Marion County, Indiana, more particularly described as follows:

BEGINNING at the Southwest corner of the East 1/2 of the West 1/2 of said Southeast 1/4, said point as established by a certain Indiana Land Title Survey dated 5/19/97, certified by Stephen E. Bourquein, Indiana Registered Land Surveyor #S0441, of the parent parcel, said point also being, in the center of Edgewood Avenue, as established by the referenced survey; thence North 00 degrees, 03 minutes, 52 seconds West, (basis of bearing established from state plane coordinates on referenced section corners) along the West line of said West 1/2, 1340.69 feet, to the Southeast corner of the West 1/2 of the Northwest 1/4 of said Southeast 1/4; thence South 88 degrees, 57 minutes, 57 seconds West along the South line of said West 1/2 of said Northwest 1/4 of said Southeast 1/4, 669.76 feet to the Southeast corner of the Northeast 1/4 of said Southwest 1/4; thence South 88 degrees, 57 minutes, 23 seconds West, along the South line of said Northeast 1/4 of said Southwest 1/4, 535.93 feet to a point 805.86 feet from the Southwest corner of said Northeast 1/4 of said Southwest 1/4; thence North 00 degrees, 02 minutes, 31 seconds West parallel to the West line of said Northeast 1/4 of said Southwest 1/4, 289.68 feet; thence North 89 degrees, 57 minutes, 29 seconds East, 89.32 feet; thence North 59 degrees, 00 minutes, 23 seconds East, 179.66 feet, to a point on a non-tangent curve to the left; thence along said curve through a central angle of 06 degrees, 52 minutes, 25 seconds, an arc distance of 44.99 feet, a chord bearing of South 34 degrees, 25 minutes, 50 seconds East and a chord distance of 44.96 feet; thence North 52 degrees, 07 minutes, 58 seconds East, 140.00 feet; thence South 50 degrees, 31 minutes, 03 seconds East, 102.93 feet; thence South 75 degrees, 41 minutes, 26 seconds East, 102.98 feet; thence North 88 degrees, 58 minutes, 24 seconds East, 264.83 feet; thence South 51 degrees, 51 minutes, 08 seconds East, 93.52 feet; thence North 59 degrees, 14 minutes, 10 seconds East, 156.75 feet, to a point on a non-tangent curve to the left; thence along said curve through a central angle of 00 degrees, 20 minutes, 25 seconds, an arc distance of 1.75 feet, a chord bearing of South 30 degrees, 56 minutes, 02 seconds East, and a chord distance of 1.75 feet; thence North 58 degrees, 53 minutes, 45 seconds East, 146.50 feet; thence South 52 degrees, 51 minutes, 53 seconds East, 49.20 feet; thence South 67 degrees, 20 minutes, 03 seconds East, 96.51 feet; thence North 88 degrees, 58 minutes, 24 seconds East, 266.55 feet; thence North 49 degrees, 23 minutes, 25 seconds East, 46.10 feet; thence North 00 degrees, 02 minutes, 26 seconds West, 110.64 feet; thence North 00 degrees, 02 minutes, 26 seconds West, 50.01 feet, to a point; thence North 00 degrees, 02 minutes, 26 seconds West, 109.35 feet; thence North 49 degrees, 23 minutes, 10 seconds West, 46.15 feet; thence North 44 degrees, 27 minutes, 59 seconds East, 52.48 feet; thence North 01 degrees, 01 minutes, 36 seconds West, 163.21 feet; thence North 88 degrees, 58 minutes, 24 seconds East, 28.42 feet; thence North 01 degrees, 01 minutes, 36 seconds West, 135.00 feet; thence South 88 degrees, 58 minutes, 24 seconds West, 315.90 feet; thence North 01 degrees, 00 minutes, 42 seconds West, 335.47 feet to a point on the North line of said Southeast 1/4; thence North 88 degrees, 59 minutes, 18 seconds East, along said North line, 596.55 feet, to the Northeast corner of said West 1/2 of said Southeast 1/4; thence South 00 degrees, 02 minutes, 26 seconds East along the East line of said West 1/2, 2681.04 feet to the Southeast corner of the West 1/2 of said Southeast 1/4, said point being South 88 degrees, 57 minutes, 29 seconds West, 1338.40 feet from the Southeast corner of said Southeast 1/4, said Southeast corner of the Southeast 1/4 found to be a Harrison Monument per Marion County Surveyor ties, said point being in the center of Edgewood Avenue as now established; thence South 88 degrees, 57 minutes, 29 seconds West along the South line of said Southeast 1/4 and in said Edgewood Avenue, 669.20 feet to the POINT OF BEGINNING, containing 44.4200 acres (1,934,935.20 square feet), more or less,

NOTE: The acreage shown above is included for descriptive purposes only. The policies, when issued, should not be construed as to insuring the amount of acreage included therein.
R:\EDCEATON\LD.WPD12785

**SUBJECT: DECLARATION OF COVENANTS AND
RESTRICTIONS OF WOODLAND TRACE**

EXHIBIT B: PROFESSIONAL MANAGEMENT

Professional Management: No contract or agreement for professional management of the association, nor any other contract between Declarant and the Association shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause, without any termination fee, or written notice of ninety (90) days or less.

**SUBJECT: DECLARATION OF COVENANTS AND
RESTRICTIONS OF WOODLAND TRACE**

EXHIBIT C: FURTHER RESTRICTIONS

In addition to any restrictions or limitations contained elsewhere in this Declaration or in any recorded subdivision plats of the Real Estate, the following additional limitations, restrictions and prohibitions shall govern the development, use and occupancy of the Real Estate.

- A. **Minimum Living Space:** The minimum square footage of living space of dwellings within WOODLAND TRACE, exclusive of porches, garages, or basement shall be as follows:

Single Story Dwellings: 1,400 square feet

One and One Half Story Dwelling: 1,600 square feet

Two Story Dwellings: 1,750 square feet

- B. **Building Height - Material:** The maximum building height of the residence erected on a Lot shall not exceed 35 feet. The maximum building height of any accessory structure erected on a Lot shall not exceed 20 feet. The building height of the residence or accessory structure for purposes of the foregoing restriction shall be the vertical distance measured from the highest point of the proposed finished grade at the perimeter of the residence or accessory structure (as the case may be) to the highest point of the roof of the residence or accessory structure (as the case may be). Seventy-five percent of all homes must have a minimum of sixty percent brick on the front of the residence excluding gables, windows and doors.

- C. **Building Placement - Setbacks:** Building setback lines are established by the Marion County Zoning Ordinance as that ordinance may be amended from time to time. As of the date of this Declaration, the applicable setback lines, as imposed by the current Marion /County Zoning Ordinance, are as follows:

Minimum Side Yards: 5 feet

Minimum Aggregate Side Yard: 10 feet

No building shall be erected or maintained between the established setback line and the lot lines of said Lot. Irrespective of the requirements of the Marion County Zoning Ordinance, as amended, no building shall be erected within five feet (5') of the side lot line of any Lot. In the event a building is erected on more than one Lot, this restriction shall apply to the side lines of the extreme boundary of the multiple Lots.

- D. **Mail Boxes:** Mail boxes and the posts on which they are mounted shall be of uniform size, height, design and color as specified by the Declarant. Owners shall be prohibited from altering the appearance of their mailboxes or the posts on which they are mounted, except to make repairs to or maintain or replace the mailboxes or the posts on which they are mounted in a manner which is consistent with the uniform appearance as specified by the Declarant. Owners shall keep their mailboxes in a good state of repair at all times.
- E. **Yard Lights:** Yard lights shall not be required.
- F. **Driveways:** All driveways shall be concrete surface from point of connection with the abutting street to the point of connection with the garage apron and shall be totally completed prior to occupancy of the residence:
- G. **Swimming Pools:** No above-ground swimming pools shall be permitted on any Lot.
- H. **Exterior Materials:** The colors of exterior materials may be limited by the Committee to a certain color range or palette. Loud or garish colors of brick, trim, siding or roofing are prohibited
- I. **Decorative Structures:** No decorative structures, statues or ornaments shall be permitted on any Lots. This section shall not preclude Owners from decorating their Lots or residences during appropriate holiday seasons in a manner that is not offensive or disruptive to the other Owners as may be determined by the Board of Directors of the Association in its sole discretion.
- J. **Trucks, Boats, Recreational Vehicles:** No heavy equipment, tractors, commercial vehicles, semi-trucks, trailers mobile homes, recreational vehicles, boats, boat and utility trailers, or other similar vehicles and equipment shall be permitted to be kept on any Lot, Common Area, street easement or right-of-way unless entirely kept within a closed garage.
- K. **Inoperative Parked Vehicles:** At no time shall any unlicensed or inoperative vehicle be permitted on any Lot or Common Area, street, easement or right-of-way unless kept entirely within a closed garage.
- L. **Outside Storage:** Except for construction materials and equipment used by the builder during the construction of the residence on the Lot, all construction materials and equipment, lawn equipment and similar items shall be stored at all times when not in use in enclosed storage areas.
- M. **Satellite Dishes and Outside Speakers:** No satellite dishes or outside speakers shall be installed or permitted on any Lot, except satellite dishes eighteen (18)
-

inches in or less in diameter which may be installed only at locations approved by the Committee.

- N. **Antennas and Solar Panels:** Except as approved by the Committee, no exposed antennas or solar panels or other apparatus shall be installed or permitted on any Lot.
 - O. **Lot Access:** All Lots shall be accessed from the interior street areas of the subdivision.
 - P. **Awnings:** No metal, fiberglass or similar type material awnings or patio covers shall be permitted on any Lot.
 - Q. **Sump Pumps and Drains:** Sump pumps, gravity drains and other drains serving individual residences on Lots shall outfall only into drainage swales or storm structures included in the storm drainage system for the subdivision.
 - R. **Corner Lot:** No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 5 feet above roadways shall be placed or permitted on any corner Lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner, from the intersections of the street lines extended. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.
 - S. **Street Lighting:** Declarant may (but shall not be obligated to) provide street lighting for any streets located within the Real Estate in connection with the initial development of the Real Estate. If Declarant provides such street lighting, any additional street lighting desired by the Owners shall be installed by the Association at its cost, which cost shall be paid by the Association as a Common Expense.
 - T. **Placement of Outbuildings on Lot:** Placement of outbuildings shall be on the rear perimeter boundary of the rear yard. There may be exceptions as to cul-de-sac Lots and corner Lots. The Declarant and/or the Committee shall have the final approval as to placement.
 - U. **Elevations:** Developer shall have final approval as to all building elevations.
 - V. **Basketball Goals:** No portable basketball goals are permitted. Permanent or affixed goals must be approved by the Declarant or the Committee.
-

**SUBJECT: DECLARATION OF COVENANTS AND
RESTRICTIONS OF WOODLAND TRACE**

EXHIBIT D: MASTER DECLARATION

Master Declaration: "Master Declaration" means the Declaration of Easements, Covenants and Restrictions of WOODLAND TRACE as recorded in Book _____, Page _____, as Instrument No. _____ in the office of the Recorder of Marion County, Indiana (as the same may be amended or supplemented from time to time). Reference is made to the Master Declaration for a description of the rights, restrictions and obligations associated with the easements identified on any plat.

6

MARTHA A. WOMACKS
MAR 21 2002

105124 JAN 23 2002

SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WOODLAND TRACE**

THIS SECOND AMENDMENT, dated January 21, 2002, is made by WOODLAND TRACE HOMEOWNERS ASSOCIATION, INC., an Indiana nonprofit corporation (the "Corporation").

Recitals:

A. WOODLAND TRACE, LLC, an Indiana limited liability company (the "Declarant") recorded a document entitled "Declaration of Covenants and Restrictions of Woodland Trace," dated December 21, 1999, and recorded on April 25, 2000, as Instrument No. 2000-0064247, as amended by a First Amendment to Declaration of Covenants and Restrictions of Woodland Trace, dated September 13, 2001, and recorded on October 9, 2001, as Instrument No. 2001-0179350 (the "Declaration"), in the Office of the Recorder of Marion County.

B. Pursuant to Article XI of the Declaration, Declarant and C.P MORGAN COMMUNITIES, L.P., an Indiana limited partnership ("Morgan"), as the Owners of a majority of the Lots in the Development, proposed a resolution to adopt an amendment to the Declaration in the form and substance of this Second Amendment, and such was duly approved by a majority of the Owners entitled to vote thereon.

C. The Corporation now desires to record this Second Amendment in accordance with the terms of the Declaration.

Terms:

NOW THEREFORE, the Declaration is amended as follows:

1. Article IV, Section 2(b), is hereby amended by deleting the third and fourth sentences thereof which begin, "The Class B membership shall cease 1/4," and replacing same with the following sentence:

"The Class B membership shall cease and terminate upon the transfer of control of the Corporation to the Owners other than Declarant, which transfer shall occur as soon as is practical upon the transfer of a number of Lots equal to eighty

percent (80%) of the Lots in the Real Estate; provided, however, that Declarant may transfer control of the Association at an earlier date in its sole discretion (such termination date herein referred to as the "Applicable Date"). Notwithstanding such transfer of control, during the time that Declarant owns any Lot or portion of the Real Estate, all actions of the Association shall continue to require the prior written approval of the Developer."

2. Article VII, Section 2, and Article VIII, Section 6, subparagraph A(iii) are hereby amended by deleting the word "Hamilton" therefrom, and replacing it with the word "Marion."

3. Article VIII, Section 3, is hereby amended to add the following new subparagraph to such Section:

"K. Homeowner Landscape Requirement. Within six (6) months of closing, the homeowner is responsible for installing one additional tree in the front yard which may be either a one (1) inch caliper ornamental, one and a half (1 ½) inch caliper shade or four (4) foot high evergreen. Also, the homeowner is responsible for installing at least eight (8) shrubs with a mixture of flowering and evergreen and with an eighteen (18) inch spread or height in the front yard.

Within thirty (30) days of initial occupancy of a Dwelling Unit, the Owner thereof shall cause the rear yard of such Lot to be seeded with grass of a type generally used in the Development. The initial seeding may be delayed if the occupancy date occurs between November 1 and the following March 31, or if, as of the date of occupancy, the final grading of the rear yard has not been completed; however, in either of such events, the initial seeding of the rear yard shall be completed on or before (a) May 1 following the date of occupancy, or (b) thirty (30) days following completion of final grading, which ever is later."

4. Article VIII, Section 5, subparagraph D, entitled "Vehicle Parking," is hereby deleted in its entirety, and replaced by the following paragraph:

"D. Parking and Prohibited Vehicles.

(i) *Parking.* Vehicles shall be parked in the garages or on the driveways serving the Lots. No motor vehicle, whether or not utilized by an Owner, shall be parked on any street or public right-of-way, except on a temporary and non-recurring basis. Garages shall be used for parking of vehicles and no other use or modification thereof shall be permitted which would reduce the number of vehicles which may be parked therein below the number for which the garage was originally designed.

No Owners or other occupants of any portion of the Real Estate shall repair or restore any vehicles of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or workshops, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(ii) *Prohibited Vehicles.* Commercial vehicles primarily used or designed for commercial purposes, tractors, busses, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Real Estate except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Real Estate during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas. Any vehicles parked in violation of this Section or parking rules promulgated by the Board may be towed at the expense of the Owner."

5. Article VIII, Section 5, is hereby amended to add the following new subparagraph to such Section:

"L. Antennas, Aerials and Satellite Dishes/Solar Panels. No exterior antennas, aerials, satellite dishes, or other apparatus larger than thirty-six (36) inches in diameter and intended for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of any Lot. Any such antennas, aerials, satellite dishes or other such apparatus that do not exceed thirty-six (36") in diameter shall be permitted on a Lot only if such will be aesthetically concealed by landscaping or otherwise and, except as limited by any applicable law or regulation, shall be installed so as not to be visible from front elevation street view or constitute a nuisance or offensive effect on other Lot Owners. Under no circumstances shall any such antennas, aerials, satellite dishes, or other such apparatus be installed without the approval of the Committee. No radio or television signals, nor electromagnetic radiation, shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals within the Real Estate, provided however that the Declarant and/or the Corporation shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus or master antenna or cable system for the benefit of all or a portion of the Real Estate, should any such master system or systems be utilized by the Corporation and require any such exterior apparatus.

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot."

6. Article VIII is hereby further amended to add the following new Section to such Article:

"Section 8. Sales and Construction. Notwithstanding any provisions or restrictions contained in this Declaration or an attachment hereto to the contrary, it shall be expressly permissible for the Declarant and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and residential dwellings or the developing of Lots, dwelling units and Common Areas, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model houses, and parking incident thereto, all as may be approved by the Declarant from time to time, provided that the location of any construction trailer of any assignees of the Declarant's rights under this Section shall be subject to the Declarant's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use any dwelling units constructed by Declarant or an assignee of Declarant as model residences, to provide parking on the streets within the Real Estate for persons visiting and touring such model residences and to employees and agents of Declarant, and to use any such dwelling unit as an office for the sale of Lots and dwelling units and for related activities."

7. Exhibit C to the Declaration is hereby amended by deleting therefrom Sections J, M, and N.

8. Exhibit C to the Declaration is hereby further amended by deleting from Section B the last sentence, which begins "Seventy-five percent of all homes¹/₄"; provided, however, that such change to Section B shall only relate to that portion of the Real Estate which is described and depicted in Exhibit "A" attached hereto and made a part hereof.

9. Exhibit C to the Declaration is hereby further amended by deleting therefrom Section T, and replacing it with the following:

"T. Storage Sheds and Temporary Structures. Except as may be utilized by Declarant, no tent, shack, trailer, storage shed, mini-barn or other similar detached structure shall be placed upon a Lot or the Common Areas. Notwithstanding the above, party tents or similar temporary structures may be erected for special events with prior written approval of the Corporation or the Declarant and children's overnight camping tents will be allowed as long as they are not up longer than forty-eight (48) hours."

Notwithstanding the foregoing, the amendment created by this Section 9 shall not apply to the following Lot numbers: 4, 5, 6, 10, 12, 16, 17, 18, 32 and 38 (the "Exempt Lots"). Section T of Exhibit C prior to this amendment shall control and govern with respect to the Exempt Lots.

10. Exhibit C to the Declaration is hereby further amended by adding the following thereto:

"W. Interim Advisory Committee. Developer will establish and maintain until such time as Developer shall transfer control of the Association pursuant to this Declaration, an Interim Advisory Committee (the "Advisory Committee"). The Advisory Committee shall serve as a liaison between the Owners (other than the Developer) and the Association, and advise the Association from time to time during such period. The Advisory Committee shall consist of three (3) members, each of whom must be an Owner (other than Developer, or an officer, director or employee of Developer). The members of the Advisory Committee shall serve without compensation. The Advisory Committee shall be elected for a term of one (1) year by the Owners (other than Developer) at a meeting thereof called for such purpose. The Owners (other than Developer) may remove any member of the Advisory Committee with or without cause, and elect a successor at a meeting thereof called for such purpose.

11. Except as amended by Sections 1 through 10, above, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be executed as of the date written above.

WOODLAND TRACE HOMEOWNERS
ASSOCIATION, INC.

By: Terry L. Eaton
Terry L. Eaton, President

Attest:
E. Davis Coots
E. Davis Coots, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Terry L. Eaton, as President, and E. Davis Coots, as Secretary, each of Woodland Trace Homeowners Association, Inc., an Indiana nonprofit corporation, who, having been duly sworn, executed the

foregoing First Amendment to Declaration of Covenants and Restrictions for Woodland Trace for and on behalf of said partnership and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 21st day of January, 2002.

Wanda L. Taylor
(Wanda L. Taylor) Notary Public

My Commission Expires:

August 12, 2006

My County of Residence is:

Hamilton

This Instrument prepared by [^]Lewis E. Willis, Jr., Esq., Stark Doninger & Smith, Suite 700, 50 South Meridian Street, Indianapolis, Indiana 46204. X

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MARTHA A. WOMACKS
390953 OCT-5 5
SUBJECT TO THE DECLARATION
FOR TRANSFER

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF WOODLAND TRACE**

THIS FIRST AMENDMENT, dated September 13, 2001, is made by WOODLAND TRACE, LLC, an Indiana limited liability company (the "Declarant") and C.P. Morgan Communities, L.P., an Indiana limited partnership (the "Morgan").

Recitals:

A. Declarant recorded a document entitled "Declaration of Covenants and Restrictions of Woodland Trace," dated December 21, 1999, and recorded on April 25, 2000, as Instrument No. 2000-0064247 (the "Declaration"), in the Office of the Recorder of Marion County.

B. Declarant and Morgan are the owners of the real estate described in Exhibit "A" attached hereto and made a part hereof, which is either subject to the Declaration or which is described in the Declaration as the Additional Tract.

C. Declarant desires to amend the Declaration as provided in Article II, Section 2, thereof, and Morgan, as the owner of a portion of such real estate, desires to consent to such amendment, so as to submit to the Declaration that portion of the real estate described in Exhibit "A" which is not already subject to the Declaration.

Terms:

NOW THEREFORE, the Declarant hereby amends the Declaration, and Morgan consents thereto, as follows:

1. All of the real estate in Marion County, Indiana, more particularly described in Exhibit "A" attached hereto, to the extent not already subject thereto, shall be, and hereby is, subjected to the terms of the Declaration.

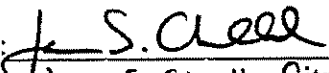
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Inst # 2001-0179350

2. Except as amended by Section 1, above, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be executed as of the date written above.

WOODLAND TRACE, LLC

By: 
Jason S. Challant its Vice President

"Declarant"

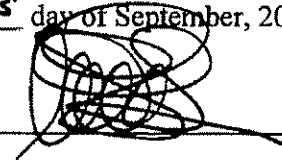
C.P. MORGAN COMMUNITIES, L.P.
By: C.P. MORGAN INVESTMENT CO., INC.,
its general partner

By: 
Mark W. Boyce, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Jason S. Chmuraud, the V.P. of Woodland Trace, LLC, an Indiana limited liability company, and Mark W. Boyce, the Vice President of C.P. Morgan Investment Co., Inc., the general partner of C.P. Morgan Communities, L.P., an Indiana limited partnership, who, having been duly sworn, executed the foregoing First Amendment to Declaration of Covenants and Restrictions for Woodland Trace for and on behalf of said entities and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 13th day of September, 2001.



) Notary Public

My Commission Expires: _____

My County of Residence is: _____



WILLIAM B. OLSEN
My Comm. Exp : 06-30-08
Res. of Hamilton Co.

This Instrument prepared by Lewis E. Willis, Jr., Esq., Stark Doninger & Smith, Suite 700, 50 South Meridian Street, Indianapolis, Indiana 46204.

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Land-Description based on Survey
Overall Parcel

A part of the Southeast 1/4 and the Southwest 1/4 of Section 2, Township 14 North, Range 4 East of the Second Principal Meridian, Franklin Township, City of Indianapolis, Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of the West 1/2 of said Southeast 1/4, said point being South 88 degrees, 57 minutes, 29 seconds West, (assumed bearing) 1338.40 feet from the Southeast corner of said Southeast 1/4, said Southeast corner of the Southeast 1/4 found to be a Harrison Monument per Marion County Surveyor ties, said point being in the center of Edgewood Avenue as now established; thence South 88 degrees, 57 minutes, 29 seconds West, along the South line of said Southeast 1/4 and in said Edgewood Avenue, 669.20 feet to the Southwest corner of the East 1/2 of said West 1/2 of said Southeast 1/4; thence North 00 degrees, 03 minutes, 52 seconds West, along the West line of said East 1/2 of said West 1/2, 1340.69 feet to the Southeast corner of the West 1/2 of the Northwest 1/4 of said Southeast 1/4; thence South 88 degrees, 58 minutes, 24 seconds West, along the South line of said West 1/2 of said Northwest 1/4 of said Southeast 1/4, 669.76 feet to the Southeast corner of the Northeast 1/4 of said Southwest 1/4; thence South 88 degrees, 57 minutes, 23 seconds West, along the South line of said Northeast 1/4 of said Southwest 1/4, 535.93 feet to a point 805.86 feet from the Southwest corner of said Northeast 1/4 of said Southwest 1/4; thence North 00 degrees, 02 minutes, 31 seconds West, parallel to the West line of said Northeast 1/4 of said Southwest 1/4, 1341.16 feet to a point on the North line of said Southwest 1/4, said point being 805.86 from the Northwest corner of said Northeast 1/4 of said Southwest 1/4; thence North 88 degrees, 59 minutes, 18 seconds East, along said North line of said Southwest 1/4, 534.84 feet to the Northeast corner of said Southwest 1/4; thence North 88 degrees, 59 minutes, 18 seconds East, along the North line of said Southeast 1/4, 1340.63 feet to the Northeast corner of said West 1/2 of said Southeast 1/4; thence South 00 degrees, 02 minutes, 26 seconds East, along the East line of said West 1/2, 2681.04 feet to the POINT OF BEGINNING, containing 78.3195 acres, more or less.

EXHIBIT "A"

3

MARTHA A. WOMACKS
11/11/01
105675 JAN 29 8
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WOODLAND TRACE AND
DESIGNATION OF SUCCESSOR DECLARANT**

THIS THIRD AMENDMENT AND DESIGNATION, dated January, 25, 2002, is made by WOODLAND TRACE, LLC, an Indiana limited liability company ("Declarant") and C.P. Morgan Communities, L.P., an Indiana limited partnership (the "Morgan").

Recitals:

A. Declarant recorded a document entitled "Declaration of Covenants and Restrictions of Woodland Trace," dated December 21, 1999, and recorded on April 25, 2000, as Instrument No. 2000-0064247, as amended by a First Amendment to Declaration of Covenants and Restrictions of Woodland Trace, dated September 13, 2001, and recorded on October 9, 2001, as Instrument No. 2001-0179350, and by a Second Amendment to Declaration of Covenants and Restrictions of Woodland Trace, dated January 21, 2002, as Instrument No. 2002-0015504 and recorded January 24, 2002 (the "Declaration"), in the Office of the Recorder of Marion County.

B. Article I, Section 1(j) of the Declaration provides that Declarant may designate a successor to its rights as "Declarant" under the terms of the Declaration.

C. Article XI, Section 2 of the Declaration provides that the Declarant may amend the Declaration, acting alone, to comply with the requirements of the Department of Housing and Urban Development ("HUD"), among others.

D. The Declarant desires to designate Morgan as its successor under the Declaration, and Declarant and Morgan further desire to make an amendment to the Declaration which is being required by HUD.

Terms:

NOW THEREFORE, the Declarant and Morgan hereby amend the Declaration, and make a designation, as follows:

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Inst # 2002-0018817

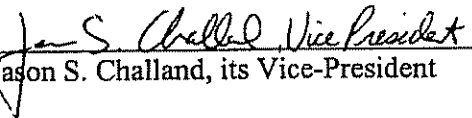
1. Pursuant to Article I, Section 1(j) of the Declaration, Declarant hereby designates Morgan as the "Declarant," and Morgan hereby accepts such designation. Morgan shall hereafter have all rights of Declarant under the Declaration.

2. Article IV, Section 2(b) of the Declaration (as previously amended by the Second Amendment referred to above), is hereby amended by changing the phrase "...a number of Lots equal to eighty percent (80%) of the Lots..." to the phrase "a number of Lots equal to seventy-five percent (75%) of the Lots..." Morgan, as successor Declarant, hereby represents that the amendment contained in this Section 2 is being required by HUD.

3. Except as amended by Sections 1 and 2, above, the Declaration shall remain in full force and effect in accordance with its terms.

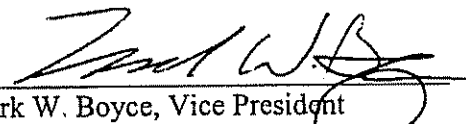
IN WITNESS WHEREOF, the undersigned has caused this Third Amendment to be executed as of the date written above.

WOODLAND TRACE, LLC

By: 
Jason S. Challand, its Vice-President

"Declarant"

C.P. MORGAN COMMUNITIES, L.P.
By: C.P. MORGAN INVESTMENT CO., INC.,
its general partner

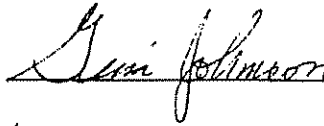
By: 
Mark W. Boyce, Vice President

"Morgan"

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Jason S. Challand, Vice-President of Woodland Trace, LLC, an Indiana limited liability company, and Mark W. Boyce, the Vice President of C.P. Morgan Investment Co., Inc., the general partner of C.P. Morgan Communities, L.P., an Indiana limited partnership, who, having been duly sworn, executed the foregoing Third Amendment to Declaration of Covenants and Restrictions for Woodland Trace and Designation for and on behalf of said entities and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 25 day of January, 2002.



(_____) Notary Public

My Commission Expires:

My County of Residence is:

November 15 2009

Hamilton

This Instrument prepared by:
Lewis E. Willis, Jr., Esq.
Stark Doninger & Smith
Suite 700
Indianapolis, Indiana 46204

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MARTHA A WOMACKS
MARION COUNTY AUDITOR

409299 FEB 25 02

DUE TO BE PAID FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WOODLAND TRACE**

THIS FOURTH AMENDMENT, dated February 18, 2002, is made by C.P. MORGAN COMMUNITIES, L.P., an Indiana limited partnership ("Declarant").

Recitals:

A. Declarant and its predecessor in interest recorded a document entitled "Declaration of Covenants and Restrictions of Woodland Trace," dated December 21, 1999, and recorded on April 25, 2000, as Instrument No. 2000-0064247, as amended by a First Amendment to Declaration of Covenants and Restrictions of Woodland Trace, dated September 13, 2001, and recorded on October 9, 2002, as Instrument No. 2001-0179350, and by a Second Amendment to Declaration of Covenants and Restrictions of Woodland Trace, dated January 21, 2002, and recorded January 4, 2002, as Instrument No. 2002-0015504, and by a Third Amendment to Declaration of Covenants and Restrictions of Woodland Trace and Designation of Successor Declarant, dated January 25, 2002, and recorded January 29, 2002, as Instrument No. 2002-0018817 (the "Declaration"), all in the Office of the Recorder of Marion County.

B. Article XI, Section 2 of the Declaration provides that the Declarant may amend the Declaration, acting alone, to comply with the requirements of the Department of Housing and Urban Development ("HUD"), among others.

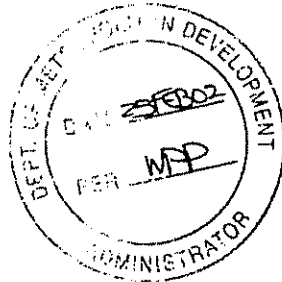
C. Declarant desires to make certain amendments to the Declaration which are being required by HUD.

Terms:

NOW THEREFORE, the Declarant hereby amends the Declaration as set forth below, and represents that all such amendments are being required by HUD:

1. Article III, Section 2, of the Declaration, is hereby amended by adding to the end of such subsection the following: "The Common Areas shall not be mortgaged or conveyed by the Corporation without the vote that would otherwise be required for an amendment to this

FILED
FEB 20 2002
FRANKLIN TOWNSHIP
ASSESSOR



3

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02/25/02 09:12AM WANDA MARTIN MARION CITY RECORDER

Inst # 2002-0036589

Declaration, as provided in Article XI, below. If ingress or egress to any residence constructed on a Lot is through a Common Area, such encumbrance or conveyance shall be subject to an easement in favor of such Lot for ingress and egress thereto."

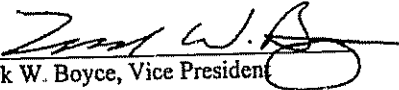
2. Article IX, Section 5(a) of the Declaration, is hereby amended by adding to the end of such subsection the following: "The lien for Assessments shall be subordinate the lien of any first mortgage on a Lot. An Owner's failure to pay any Assessment shall not, by the terms of this Declaration, constitute a default under an insured mortgage on such Lot. Mortgagees shall not be required to collect any Assessment."

3. Article XI of the Declaration is hereby amended by adding thereto the following new Section: "Section 3. Limitation on Certain Acts. Until the Applicable Date, the following actions will require the prior approval of the Department of Housing and Urban Development or the Department of Veterans Affairs: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration."

4. Except as amended by Sections 1 through 3, above, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned has caused this Fourth Amendment to be executed as of the date written above.

C.P. MORGAN COMMUNITIES, L.P.
By: C.P. MORGAN INVESTMENT CO., INC.,
its general partner

By: 
Mark W. Boyce, Vice President

"Declarant"

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Mark W. Boyce, the Vice President of C.P. Morgan Investment Co., Inc., the general partner of C.P. Morgan Communities, L.P., an Indiana limited partnership, who, having been duly sworn, executed the foregoing Fourth Amendment to Declaration of Covenants and Restrictions for Woodland Trace for and on behalf of said entities and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 18 day of February, 2002.



(Gina K. Johnson)) Notary Public

My Commission Expires:

November 18, 2007

My County of Residence is:

Hamilton

This Instrument prepared by:
Lewis E. Willis, Jr., Esq.
Stark Doninger & Smith
Suite 700
Indianapolis, Indiana 46204

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5

DECLARATION OF MAINTENANCE OBLIGATION

THIS DECLARATION made this 19 day of July, ~~199~~²⁰⁰⁰
by WOODLAND TRACE, LLC
("Declarant").

Address 6724 East Edgewood Ave
Indianapolis, IN 46237

WITNESSETH

WHEREAS, the following facts are true.

A. Declarant is the owner of fee simple title to certain real estate located in Marion County, Indiana, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Real Estate").

B. Declarant has installed or plans to install in the right-of-way known as 6724 Edgewood Ave Street, Indianapolis, Indiana (hereinafter referred to as the "Right-of-Way") adjacent to the Real Estate the equipment described in Exhibit B attached hereto (hereinafter referred to as the "Water Equipment"), which Declarant desires to connect to the water line of the Indianapolis Water Company ("Water Company").

C. The Water Company is objecting to the installation of the Water Equipment pursuant to Rule 7(A) of its Rules and Regulations on file with and approved by the Indiana Utility Regulatory Commission governing its provision of water utility service because it is concerned that in the future the Water Company might be requested to maintain, repair or replace (hereinafter "maintain") the Water Equipment because of its location in the Right-of-Way.

D. Declarant deems it desirable that the owner of the Real Estate be responsible for maintaining the Water Equipment and that the Water Company have no obligation to maintain the Water Equipment.

NOW, THEREFORE, Declarant declares that the Real Estate and the Water Equipment be held, transferred, sold, conveyed, encumbered, leased, rented, used and occupied subject to the provisions, agreements, covenants and restriction hereinafter set forth:

1. Declaration. Declarant hereby expressly declares (1) that the Water Company shall have no obligation to maintain in any manner the Water Equipment; (2) that the Water Company shall not be responsible for any damage that might occur to the Water Equipment regardless of the cause; and (3) that the maintenance of the Water Equipment, if such is to be maintained, shall be the obligation of the owners of the Real Estate. No person shall have any right to require that the Water Company expend any funds toward the maintenance of the Water Equipment or any right to impose an obligation on the Water Company to maintain the Water Equipment, and if Declarant or any other person would allegedly have such right pursuant to any rule or regulation, the Declarant for itself and its successors and assigns hereby expressly waives that right.

2. Acceptance and Ratification. All present and future owners, mortgagees, tenants and occupants of the Real Estate and the Water Equipment, shall be subject to and comply with the provisions of the Declaration and all such provisions shall be covenants running with the land and shall be binding on any persons having at any time any interest or estate in the Real Estate or the Water Equipment as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage and lease thereof. This Declaration shall remain in effect for so long as the Water Equipment is connected to the water line of the Water Company. All persons, corporations, partnerships, trust and other legal entities which may own, occupy, use, enjoy or control any of the Real Estate or the Water Equipment shall be subject to this Declaration.

3. Maintenance of the Water Equipment. The obligation to maintain the Water Equipment shall rest with the owners of the Real Estate for so long as the Water Equipment is connected to the water line of the Water Company. If the owners of the Real Estate fail to maintain the Water Equipment, such failure shall not put any obligation on the Water Company or on any other entity to provide maintenance.

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

WOODLAND TRACE, LLC
12220 N. Mendin St Ste 165
Carmel IN 46032
By: Jason S. Chall
Signature
Jason S. Challand
Printed Name
Vice President
Title

STATE OF INDIANA)
)SS:
COUNTY OF Hamilton

Before me, a Notary Public in and for said County and State, personally appeared Jason S. Challand, by me known to be the Vice President of Woodland Trace LLC, who acknowledged the execution of the foregoing "Declaration of Maintenance Obligation" on behalf of said corporation.

WITNESS my hand and Notarial Seal this 19th day of July, 1992²⁰⁰⁰.

Wanda L. Taylor
Notary Public

Wanda L. Taylor
Printed Signature

My Commission Expires:
August 12, 2004

My County of Residence:
Hamilton

EXHIBIT A

(Legal Description of the Real Estate owned by Declarant adjacent to right-of-way.)



Legal Description:

Part of the Northeast quarter of the southwest quarter (1/4) and part of the northwest quarter (1/4) of the southeast quarter (1/4) of section two, township fourteen (14) north, range four (4) east of 2nd PM, described as follows:

Beginning on the north line of said southwest quarter at a point 12.21 chains east of the north west corner of the northeast quarter thereof, running thence east along the north line of said southwest quarter and said southeast quarter, 18.26 chains to the north east corner of the west half of the west half of said southeast quarter; thence south 20.27 chains to the southeast corner of the west half of the northwest quarter of the southeast quarter of said section, thence west 18.26 chains, thence north 20.26 chains to the place of beginning, also

The east half (1/2) of the west half (1/2) of the southeast quarter (1/4) of section two, township fourteen (14) north, range four (4) east of 2nd PM, in Marion County, Indiana.

Subject however, to all legal highways and right of ways.

Land Description based on Survey

A part of the Southeast 1/4 and the southwest 1/4 of Section 2, Township 14 North, Range 4 East of the Second Principal Meridian, Franklin Township, City of Indianapolis, Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of the West 1/2 of said Southeast 1/4, said point being South 88 degrees, 57 minutes, 29 seconds West, (assumed bearing) 1338.40 feet from the Southeast corner of said Southeast 1/4, said Southeast corner of the Southeast 1/4 found to be a Harrison Monument per Marion County Surveyor ties, said point being in the center of Edgewood Avenue as now established thence South 88 degrees, 57 minutes, 29 seconds West, along the South line of said Southeast 1/4 and in said Edgewood Avenue, 669.20 feet to the Southwest corner of the East 1/2 of said West 1/2 of said Southeast 1/4; thence North 00 degrees, 03 minutes, 52 seconds West, along the West line of said East 1/2 of said West 1/2, 1340.69 feet to the Southeast corner of the West 1/2 of the Northwest 1/4 of said Southeast 1/4; thence South 88 degrees, 58 minutes, 24 seconds West, along the South line of said West 1/2 of said Northwest 1/4 of said Southeast 1/4, 669.76 feet to the Southeast corner of the Northeast 1/4 of said Southwest 1/4; thence South 88 degrees, 57 minutes, 23 seconds West, along the South line of said Northeast 1/4 of said Southwest 1/4, 535.93 feet to a point 805.86 feet from the Southwest corner of said Northeast 1/4 of said Southwest 1/4; thence North 00 degrees, 02 minutes, 31 seconds West, parallel to the West line of said Northeast 1/4 of said Southwest 1/4, 1341.16 feet to a point on the North line of said Southwest 1/4, said point being 805.86 feet from the Northwest corner of said Northeast 1/4 of said Southwest 1/4; thence North 88 degrees, 59 minutes, 18 seconds East, along said North line of said Southwest 1/4, 534.84 feet to the Northeast corner of said Southwest 1/4; thence North 88 degrees, 59 minutes, 18 seconds East, along the North line of said Southeast 1/4, 1340.63 feet to the Northeast corner of said West 1/2 of said Southeast 1/4; thence South 00 degrees 02 minutes, 26 seconds East, along the East line of said West 1/2, 2681.04 feet to the POINT OF BEGINNING, containing 78.3195 acres, more or less.

EXCEPT for the following described real estate:

A part of the Southeast Quarter of Section 2, Township 14 North, Range 4 East of the Second Principal Meridian, Franklin Township, City of Indianapolis, Marion County, Indiana, more particularly described as follows:

EXHIBIT B

(Description of Water Equipment located in right-of-way.)

City's ^{Water} Main will be tapped for irrigation purposes.

Water Main is the only water equipment located in the right-of-way.



MARTHA A. WOMACKS
MARION COUNTY RECORDER

444422 OCT 28 08

NOTICE
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

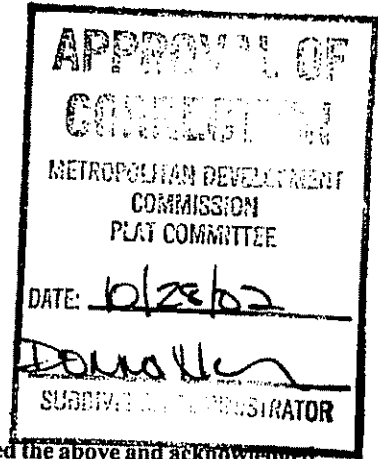
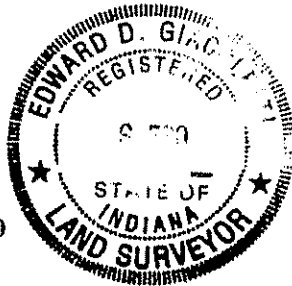
**CERTIFICATE OF CORRECTION
WOODLAND TRACE SECTION 4**

I, the undersigned, hereby certify that I prepared the plat of "WOODLAND TRACE SECTION 4", a subdivision in Marion County, Indiana the plat of which is recorded as instrument number 020094189 dated May 17, 2002 in the office of the recorder of Marion County, Indiana.

This instrument is filed for the purpose of correcting an erroneous width of a "DU&SE" in the plat of "WOODLAND TRACE SECTION 4". The 20 foot "DU&SE" as labeled along the entire South Side of Lots 177 and 178 is hereinafter labeled as a 25 foot "DU&SE" as the same was designed and intended to be placed on said plat.

Certified this 24th day of October, 2002.

Edward D. Giacoletti
The Schneider Corporation
Registered Land Surveyor - Indiana #S0560



State of Indiana
County of Marion SS:

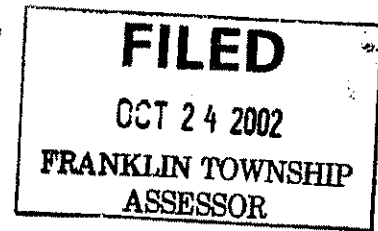
Before me, a notary public, in and for the said county and state, personally appeared the above and acknowledged the execution of the foregoing instrument as its voluntary act and deed and affixed their signature thereto.

Witness my signature and notarial seal this 24th day of October, 2002

Notary Public Cauchy Thomas
(Printed Name) - Cauchy Thomas

My commission expires 12-18-08

County of Marion



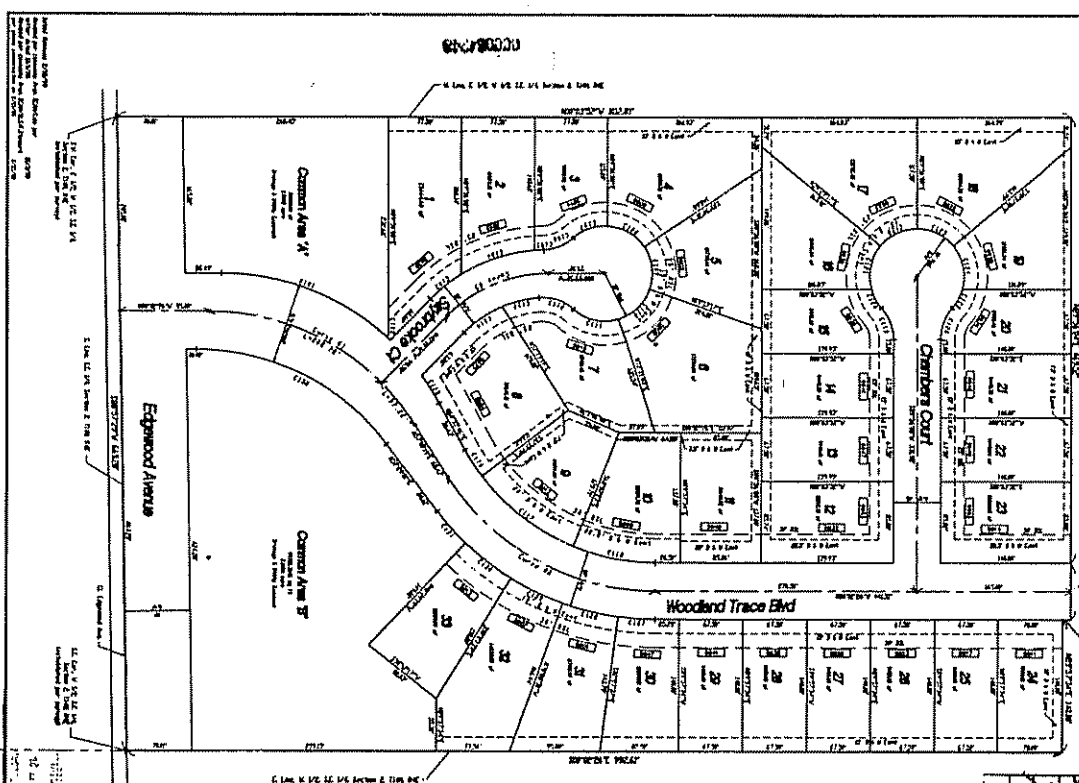
This instrument prepared by Edward D. Giacoletti
Registered Land Surveyor - Indiana #S0560
The Schneider Corporation

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THE SCHNEIDER CORPORATION

Inst # 2002-0206075
10/28/02 11:21AM MARTHA MARTIN MARION CTY RECORDER
JES 12:00 PAGES: 1



Final Plat
 4-28-2001
 3-10-2001
 City of Indianapolis



Scale
 1" = 20' 0"

Legend

- 1. Lot line
- 2. Street line
- 3. Alley line
- 4. Easement line
- 5. Other line

Lot No.	Area (sq. ft.)	Dimensions	Notes
1	10,000	50 x 200	
2	10,000	50 x 200	
3	10,000	50 x 200	
4	10,000	50 x 200	
5	10,000	50 x 200	
6	10,000	50 x 200	
7	10,000	50 x 200	
8	10,000	50 x 200	
9	10,000	50 x 200	
10	10,000	50 x 200	
11	10,000	50 x 200	
12	10,000	50 x 200	
13	10,000	50 x 200	
14	10,000	50 x 200	
15	10,000	50 x 200	
16	10,000	50 x 200	
17	10,000	50 x 200	
18	10,000	50 x 200	
19	10,000	50 x 200	
20	10,000	50 x 200	
21	10,000	50 x 200	
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23	10,000	50 x 200	
24	10,000	50 x 200	
25	10,000	50 x 200	
26	10,000	50 x 200	
27	10,000	50 x 200	
28	10,000	50 x 200	
29	10,000	50 x 200	
30	10,000	50 x 200	
31	10,000	50 x 200	
32	10,000	50 x 200	
33	10,000	50 x 200	
34	10,000	50 x 200	
35	10,000	50 x 200	
36	10,000	50 x 200	
37	10,000	50 x 200	
38	10,000	50 x 200	
39	10,000	50 x 200	
40	10,000	50 x 200	
41	10,000	50 x 200	
42	10,000	50 x 200	
43	10,000	50 x 200	
44	10,000	50 x 200	
45	10,000	50 x 200	
46	10,000	50 x 200	
47	10,000	50 x 200	
48	10,000	50 x 200	
49	10,000	50 x 200	
50	10,000	50 x 200	

917933000
 920882218
 Pendleton Consulting
 14001 North Pennsylvania Avenue, Suite 200
 Indianapolis, Indiana 46240-1400

FINAL PLAT
 21799 J4838
 CITY OF INDIANAPOLIS

Final Plat
 Woodland Trace
 Section 1
 Part of the S.E. 1/4, Section 2, T14N, R4E
 City of Indianapolis, Franklin Township, Marion County, Indiana
 99-P-18



Accepted for filing this 22nd day of April, 1999

City Clerk

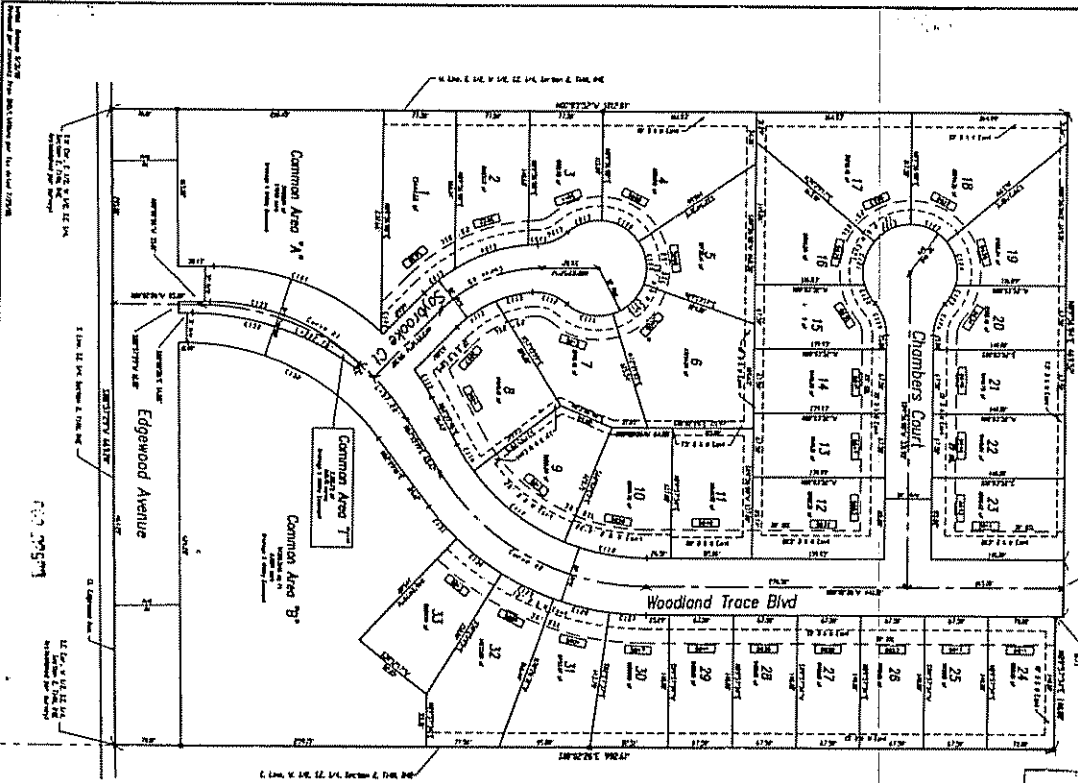
These plat maps were prepared and shown to me in accordance with the provisions of the City Code, Chapter 45-10-1. I have examined the same and find them to conform to the provisions of the City Code, Chapter 45-10-1, and I have caused the same to be recorded in the public records of the City of Indianapolis, Indiana.

STATE OF INDIANA
 I, [Signature]
 County Clerk

STATE OF INDIANA
 I, [Signature]
 County Clerk

STATE OF INDIANA
 I, [Signature]
 County Clerk

FILED
 APR 19 1999
 DAVID A. GIBSON
 COUNTY CLERK



APPROVAL
 HAS BEEN OBTAINED FROM THE
 BOARD OF SUPERVISORS OF MARION COUNTY, INDIANA
 8-4-2000

PROVIDE PUBLIC NOTICE OF THE
 HEARING HAS BEEN PUBLISHED

David W. Hoffman
John W. ...

YOU SHOULD BE PRESENT BEFORE
 7-12-2002



Vertical Scale: 1" = 10'

Horizontal Scale: 1" = 100'

Legend

- 1 Lot Number
- 2 Lot Area
- 3 Average Lot Area
- 4 Average Lot Area and Depth
- 5 Lot Area and Depth
- 6 Lot Area and Depth
- 7 Lot Area and Depth
- 8 Lot Area and Depth
- 9 Lot Area and Depth
- 10 Lot Area and Depth
- 11 Lot Area and Depth
- 12 Lot Area and Depth
- 13 Lot Area and Depth
- 14 Lot Area and Depth
- 15 Lot Area and Depth
- 16 Lot Area and Depth
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- 26 Lot Area and Depth
- 27 Lot Area and Depth
- 28 Lot Area and Depth
- 29 Lot Area and Depth
- 30 Lot Area and Depth
- 31 Lot Area and Depth
- 32 Lot Area and Depth

Table with 2 columns: Lot No., Lot Area (sq. ft.)

Table with 2 columns: Lot No., Lot Area (sq. ft.)

Prepared and plotted by
Pendleton Consulting
 1000 S. ...
 1000 S. ...



Replat of
Woodland Trace
 Section 1
 to add Common Area "F"
 Part of the SE 1/4, Section 2, T14N, R4E
 City of Indianapolis, Franklin Township, Marion County, Indiana
 2000-PLT-58

APPROVED FOR THE BOARD OF SUPERVISORS OF MARION COUNTY, INDIANA
 BY THE BOARD OF SUPERVISORS OF MARION COUNTY, INDIANA
 8-4-2000

John W. ...
 Board of Supervisors

APPROVED FOR THE BOARD OF SUPERVISORS OF MARION COUNTY, INDIANA
 BY THE BOARD OF SUPERVISORS OF MARION COUNTY, INDIANA
 8-4-2000

John W. ...
 Board of Supervisors

APPROVED FOR THE BOARD OF SUPERVISORS OF MARION COUNTY, INDIANA
 BY THE BOARD OF SUPERVISORS OF MARION COUNTY, INDIANA
 8-4-2000

John W. ...
 Board of Supervisors

PLAT FOR SECTION 2, T14N, R4E, MARION COUNTY, INDIANA
 1-2-2002
 PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN PUBLISHED
 David W. Hillman
 Jeff D. Smith
 Gene A. ...
 7-12-2002

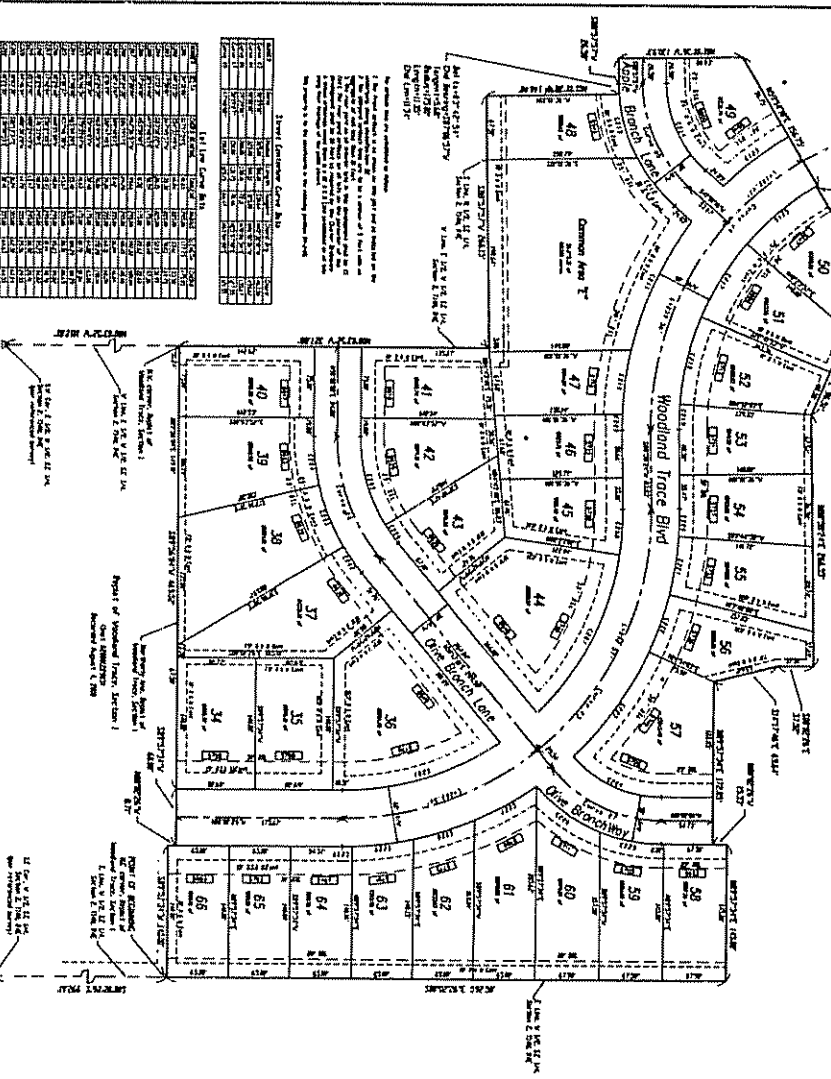


Legend
 1 Lot Number
 2 Lot Area
 3 Lot Area (Acres)
 4 Lot Area (Sqr Feet)
 5 Lot Area (Sqr Feet)
 6 Lot Area (Sqr Feet)
 7 Lot Area (Sqr Feet)
 8 Lot Area (Sqr Feet)



4th Edition
 000003415
 01 JUN - 9 AM '58
 MARION COUNTY
 1977

Final Plat
Woodland Trace
 Section 2
 Part of the S.E. 1/4, Section 2, T14N, R4E
 Franklin Township, Marion County, Indiana
 2000-PLT-057



Lot Area Summary

Lot No.	Area (Sqr Feet)	Area (Acres)
36	10,000	.23
37	10,000	.23
38	10,000	.23
39	10,000	.23
40	10,000	.23
41	10,000	.23
42	10,000	.23
43	10,000	.23
44	10,000	.23
45	10,000	.23
46	10,000	.23
47	10,000	.23
48	10,000	.23
49	10,000	.23
50	10,000	.23
51	10,000	.23
52	10,000	.23
53	10,000	.23
54	10,000	.23
55	10,000	.23
56	10,000	.23
57	10,000	.23
58	10,000	.23
59	10,000	.23
60	10,000	.23
61	10,000	.23
62	10,000	.23

Lot Area Summary (Continued)

Lot No.	Area (Sqr Feet)	Area (Acres)
63	10,000	.23
64	10,000	.23
65	10,000	.23
66	10,000	.23
67	10,000	.23
68	10,000	.23
69	10,000	.23
70	10,000	.23
71	10,000	.23
72	10,000	.23
73	10,000	.23
74	10,000	.23
75	10,000	.23
76	10,000	.23
77	10,000	.23
78	10,000	.23
79	10,000	.23
80	10,000	.23
81	10,000	.23
82	10,000	.23
83	10,000	.23
84	10,000	.23
85	10,000	.23
86	10,000	.23
87	10,000	.23
88	10,000	.23
89	10,000	.23
90	10,000	.23

518600000
 Pendleton Consulting
 1100 W. 8th St. Ste. 100
 Marion, Indiana 47630
 317-434-1000

I, the undersigned, being the owner of the land herein described, do hereby certify that the foregoing plat is a true and correct copy of the original as recorded in the office of the Recorder of Deeds for Marion County, Indiana, on this 1st day of January, 2002.

[Signature]
 David W. Hillman
 Recorder of Deeds

NOTICE TO BUYERS: The purchaser of any lot in this plat shall accept the same with all the covenants, conditions and restrictions herein set forth, which shall run with the land and bind the purchaser and his heirs, assigns and assigns forever.

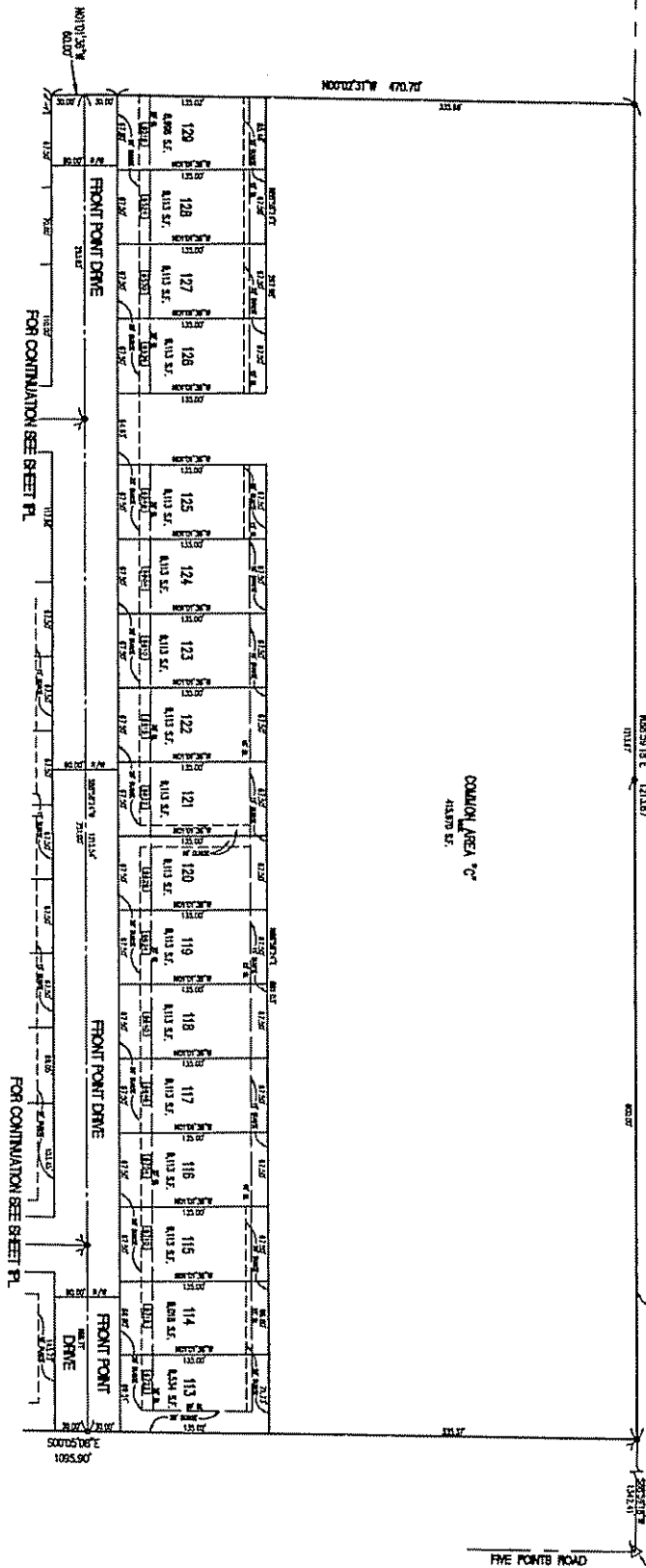
COVENANTS, CONDITIONS AND RESTRICTIONS: The lots in this plat shall be used only for residential purposes and shall not be used for any other purpose without the express written consent of the Board of Commissioners of Marion County, Indiana. The Board of Commissioners shall have the right to alter, amend or repeal these covenants, conditions and restrictions at any time without notice to the owners of the lots affected.

DEED: The lots in this plat shall be conveyed to the purchaser by deed, and the purchaser shall be deemed to have accepted the same with all the covenants, conditions and restrictions herein set forth.

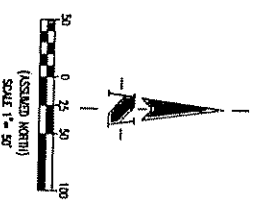
WOODLAND TRACE SECTION 3

PART OF THE SE1/4 AND SW1/4
SECTION 2-T4N-84E
MARION COUNTY, INDIANA

018207401



MC CONER SE1/4
SECTION 2-T4N-84E
MARION COUNTY, INDIANA
PLAT NO. 2001-218-80
RECORDED



THE INSTRUMENT HAS BEEN
RECORDED IN MARION COUNTY, INDIANA
IN BOOK 2001-218-80 PAGE 80
RECORDING NUMBER: 2001-218-80

The undersigned, C. F. Smith, Commissioner of the Marion County, Indiana, Board of Public Works, do hereby certify that the above plat of Woodland Trace Section 3, Part of the SE 1/4 and SW 1/4 of Section 2-T4N-84E, Marion County, Indiana, has been examined and found to conform to the laws of this State in all respects and that the same is a true and correct copy of the original as shown to the undersigned.

C. F. SMITH
COMMISSIONER

The undersigned, C. F. Smith, Commissioner of the Marion County, Indiana, Board of Public Works, do hereby certify that the above plat of Woodland Trace Section 3, Part of the SE 1/4 and SW 1/4 of Section 2-T4N-84E, Marion County, Indiana, has been examined and found to conform to the laws of this State in all respects and that the same is a true and correct copy of the original as shown to the undersigned.

C. F. SMITH
COMMISSIONER

FILED
MAY 18 2001
MARION COUNTY, INDIANA

FOR LAND DESCRIPTION SEE SHEET #1

THE Schneider Corporation

218 Main Street
Marion, Indiana 46348
Phone: (317) 525-1100
Fax: (317) 525-1100

Schneider Corporation

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Marion, Indiana 46348
Phone: (317) 525-1100
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PLAT

BOOK NO. 2001-218-80
PAGE 80

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EXISTING D-2 CLUSTER ZONING
PER ZONING CASE NO. 97-2-85

