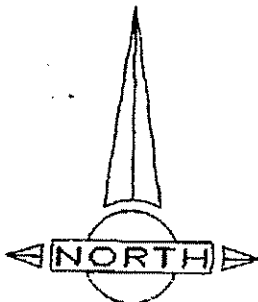


MAR 11 1998

1998

WOODSONG SECTION ONE

98 5 10 10



SCALE 1"=60'



SCALE 1"=60'

- There are strips of ground as shown on the within plat marked "D & U E" (drainage and utility easement). Such strips of ground are hereby subjected to easements, which are hereby created and reserved, for the use of the public utility companies, governmental agencies, Declarant and the Homeowners Association. All of the easements shall be deemed to include the necessary rights of ingress and egress in, along, across and through the same to permit the beneficial use and enjoyment thereof for their intended purposes. The owners of all lots in this subdivision shall take and hold title to their lots subject to all of the foregoing easements, to the rights of the public utility companies, governmental agencies, Declarant and the Homeowners Association therein, and to the jurisdiction of the proper governmental authorities. No permanent or other structures shall be erected or maintained on any of the foregoing easements, except for walls, fences, driveways, walkways and other installations which are specifically permitted hereunder, including, as to Landscape Easements, any installations which are permitted hereunder to be located in such Landscape Easements; any walls, fences, driveways, walkways and other installations erected and maintained on any of the foregoing easements shall be at the risk of the party erecting and maintaining the same and subject to the rights and easements herein and hereby created.
- All owners of lots within this subdivision shall take their titles subject to additional covenants & restrictions as shown on page 2 of this document.

BEATTEY CONSTRUCTION COMPANY, INC.

By: Michael K. Beatty
President
Michael K. Beatty

STATE OF INDIANA)
COUNTY OF Harrison)

SS:

The undersigned, BEATTEY CONSTRUCTION COMPANY, INC., by Michael K. Beatty, President, an Indiana corporation, being the owner of the real estate shown and described herein, does hereby certify that it has laid off, platted, and subdivided, and does hereby lay off, plat and subdivide, said real estate in accordance with the within plat. This subdivision shall be known and designated as Woodsong, Section One, an addition in Indianapolis, Marion County, Indiana.

- All streets shown on this plat, and not heretofore dedicated, are hereby dedicated to the public.
- Front and rear yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the adjacent streets, there shall not be erected or maintained any building or structure, except for installations which are permitted to be made in Landscape Easements hereinafter described.

Before me, a Notary Public, in and for such County and State personally appeared Michael K. Beatty, President of Beatty Construction Company, Inc., an Indiana corporation, who acknowledged the execution of the above and foregoing instrument for and on behalf of said corporation, for the uses and purposes therein set forth.

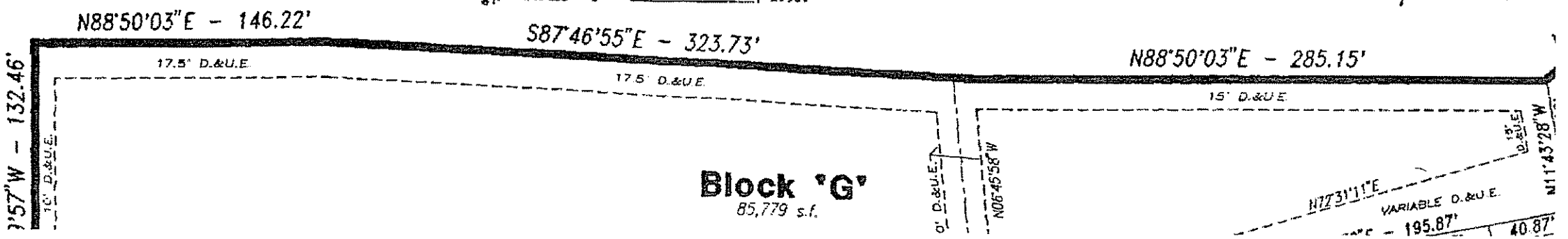
Witness my hand and Notarial Seal this 3 day of May, 1998. Radiu Delta Lengi Chore

Nancy Lee Sanders
Notary Public

My commission expires: 11/1/06

My county of residence is: Skelly

IN WITNESS WHEREOF, BEATTEY CONSTRUCTION COMPANY, INC. by Michael K. Beatty, President, has executed this instrument this day of May, 1998.

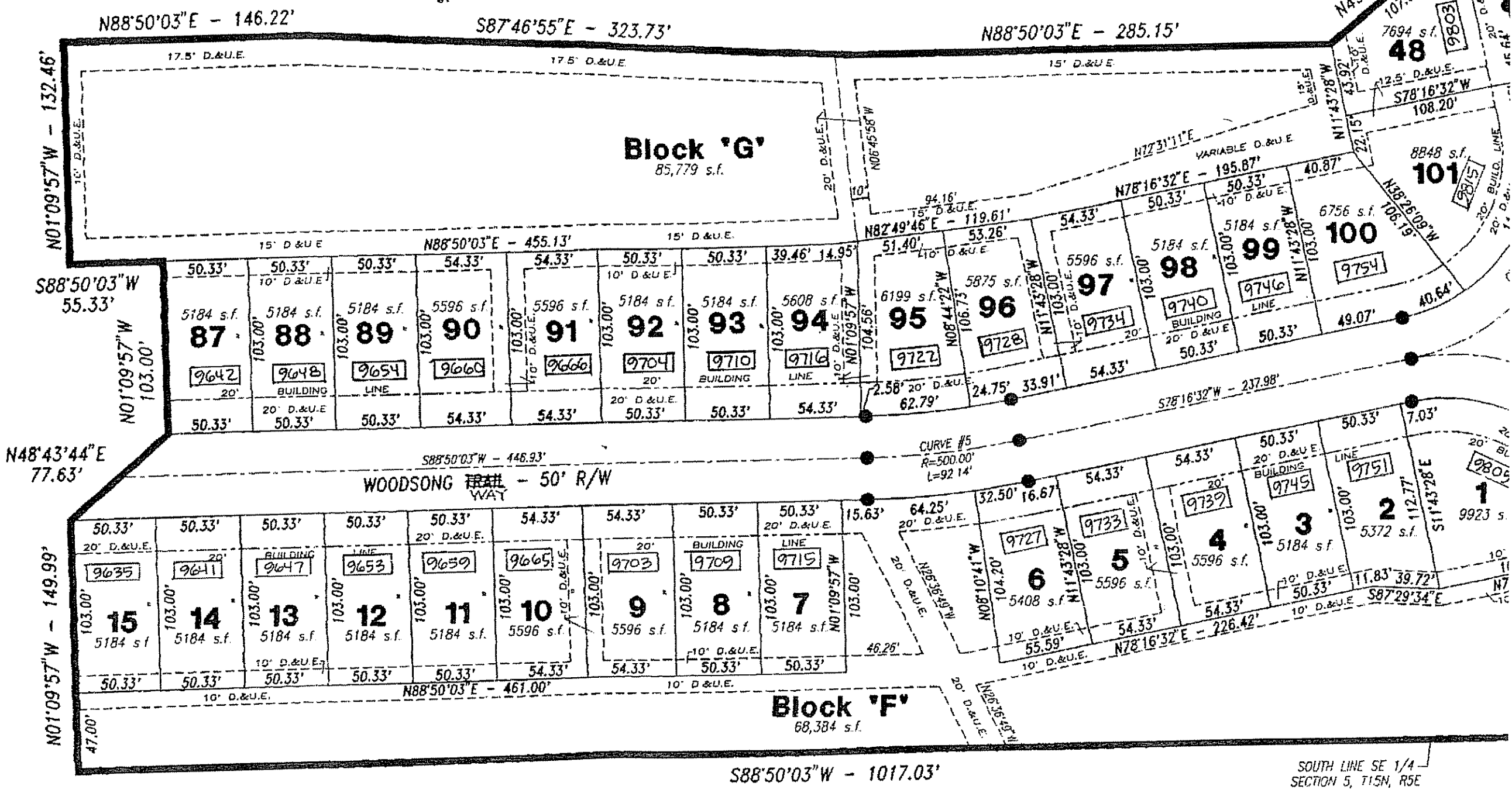


2. Front and rear yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the adjacent streets, there shall not be erected or maintained any building or structure, except for installations which are permitted to be made in Landscaping Elements hereinafter described.

4. All owners of lots within this subdivision shall have titles subject to additional covenants & restrictions as shown on page 2 of this document.

Notary Public
 Nancy Lee
 My commission expires: 8/1/06
 My county of residence is: Shelby

IN WITNESS WHEREOF, BEATTEY CONSTRUCTION COMPANY, INC. by Michael K. Beatty, President, has executed this instrument this day of Nov, 1998.



SOUTH LINE SE 1/4 SECTION 5, T15N, R5E

BEATY CONSTRUCTION COMPANY, INC.

BY: *Michael K. Beatty*
Michael K. Beatty
President

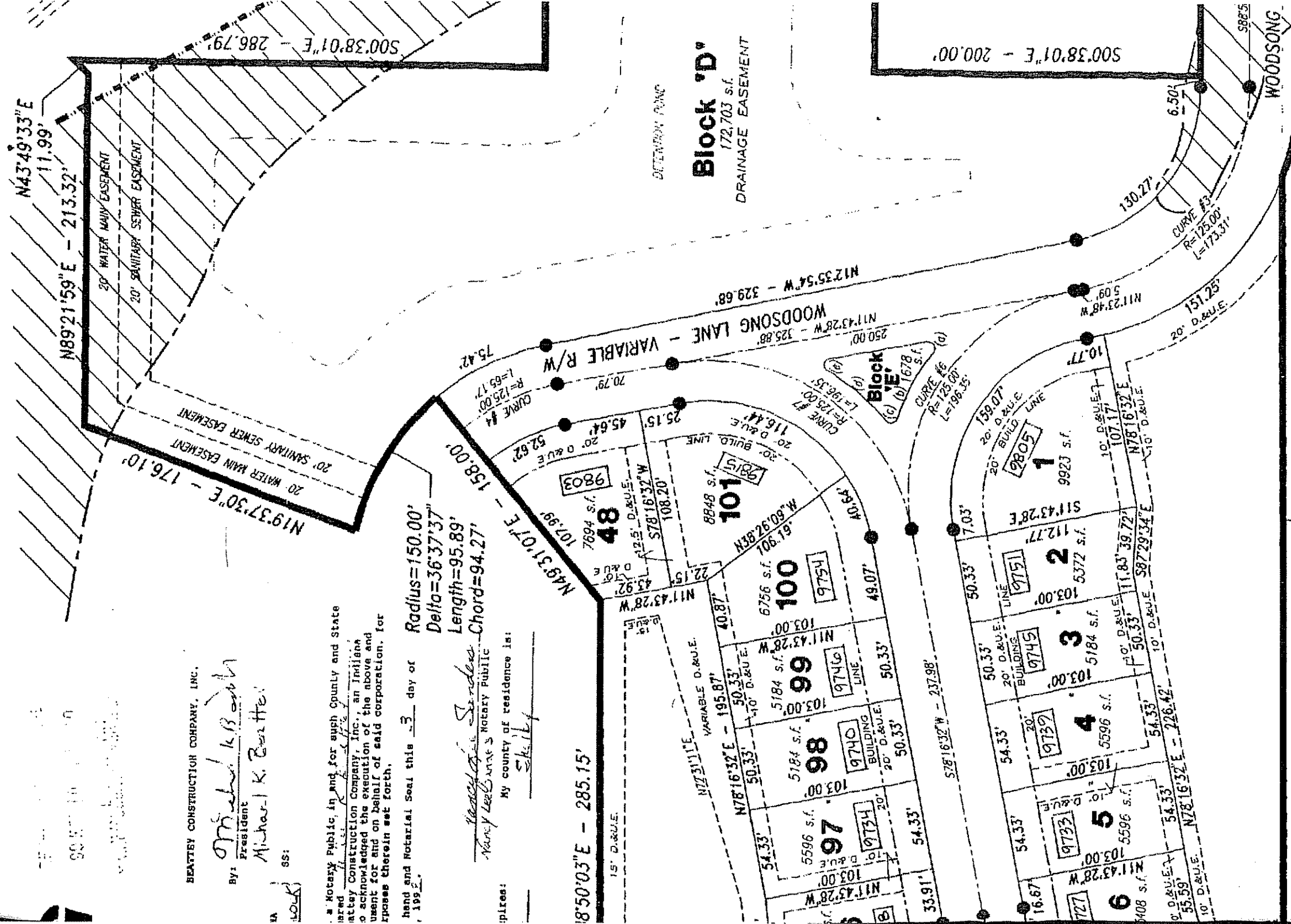
SS: _____

I, a Notary Public, in and for such County and State as shown hereon, do hereby certify that the above and signed plat is a true and correct copy of the original as the same appears in my records.

Witness my hand and Notarial Seal this 3 day of SEP, 1992.

Radius=150.00'
Delta=36°37'37"
Length=95.89'
Chord=94.27'

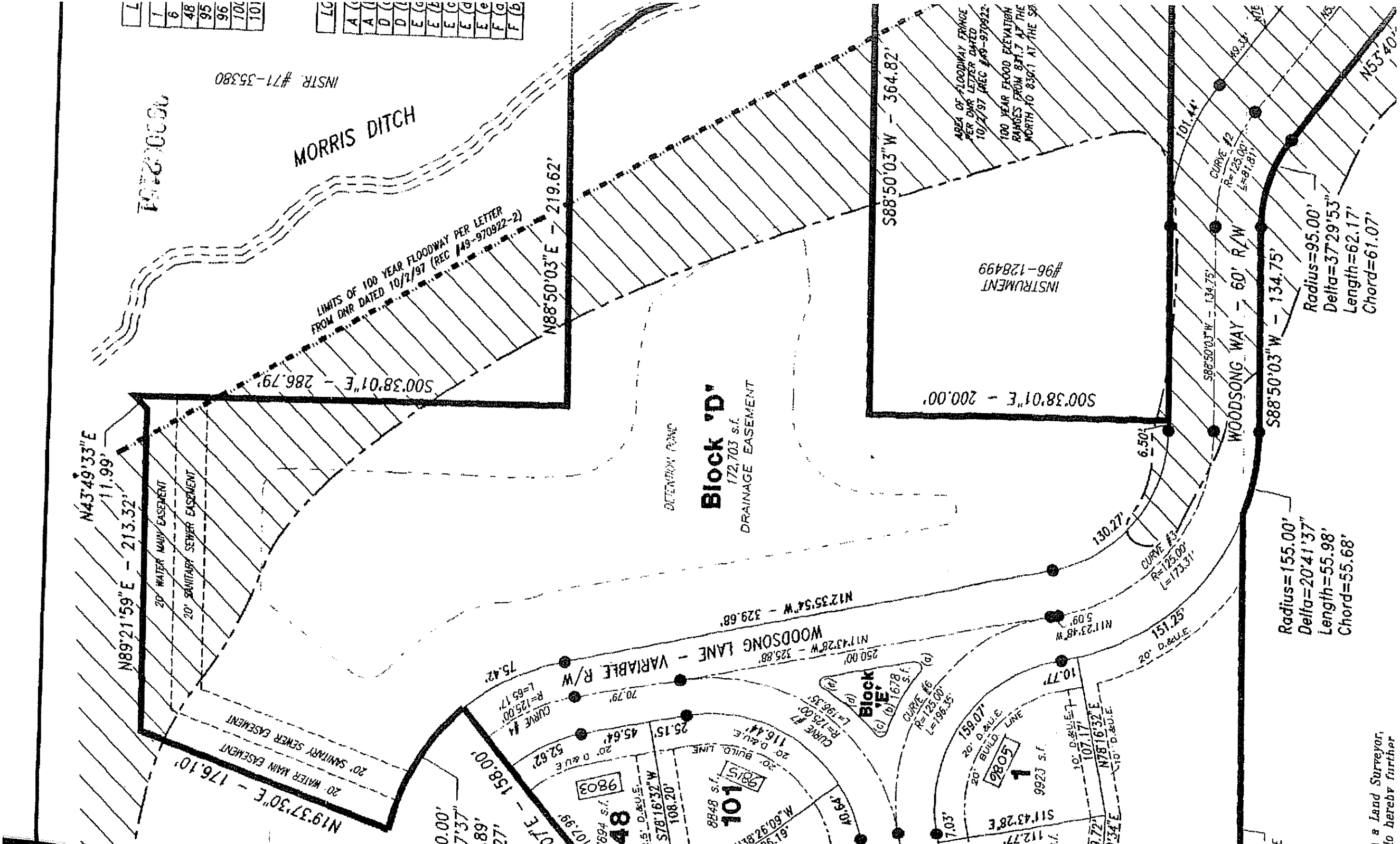
Witness my hand and Notary Public Seal this _____ day of _____, 1992.
Nancy Lee Sanders
Nancy Lee Sanders, Notary Public
My county of residence is: Stark



SOUTH LINE SE 1/4 SECTION 5, T15N, R5E

Radius=155.00'
Delta=20°41'37"
Length=55.98'
Chord=55.68'

I, a Registered Land Surveyor, hereby certify that I am a Land Surveyor in compliance with the laws of the State of Indiana; and I do hereby further certify that I have surveyed the property described herein and that I have subdivided the same into twenty-six lots as shown on the hereon drawn plat. This plat correctly shows the survey and subdivision in every detail. Monuments shown are in place as they were found.



1	1	6	48	95	96	100	101
---	---	---	----	----	----	-----	-----

L/C	A/C	A/L	D/C	D/L	E/C	E/L	E/G	E/D	E/e	F/d	F/b
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

INSTR. #71-35380

MORRIS DITCH

LIMITS OF 100 YEAR FLOODWAY PER LETTER FROM DNR DATED 10/6/97 (REC #49-970922-2)

Block 'D'
172,703 s.f.
DRAINAGE EASEMENT

INSTRUMENT #96-128499

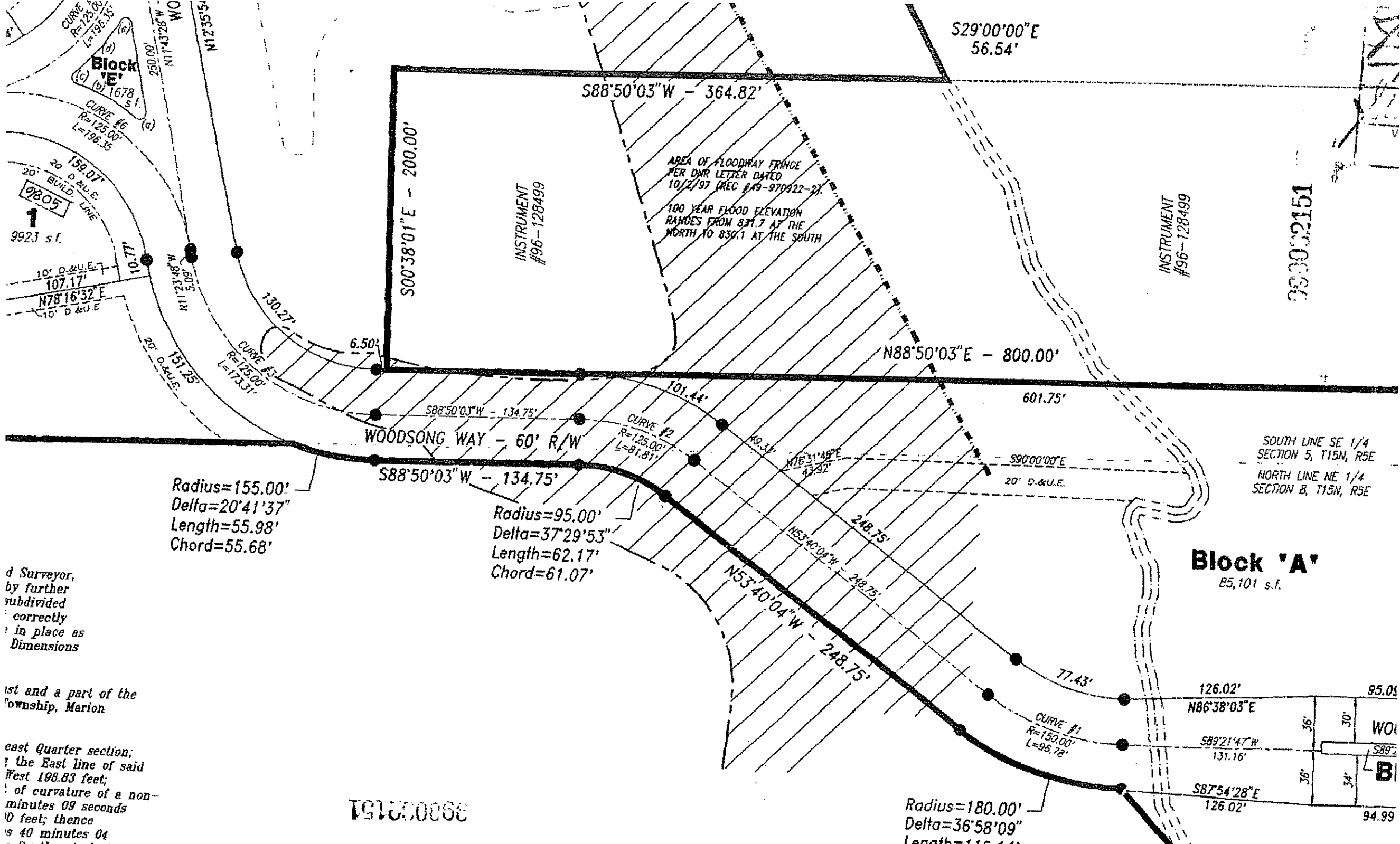
AREA OF FLOODWAY FRANGE PER DNR LETTER DATED 10/2/97 (REC #49-970922-2)

100 YEAR FLOOD ELEVATION RANGES FROM 837.7 AT THE NORTH TO 836.1 AT THE S

Radius=155.00'
Delta=20°41'37"
Length=55.98'
Chord=55.68'

Radius=95.00'
Delta=37°29'53"
Length=62.17'
Chord=61.07'

I am a Land Surveyor, do hereby further



Radius=155.00'
 Delta=20°41'37"
 Length=55.98'
 Chord=55.68'

Radius=95.00'
 Delta=37°29'53"
 Length=62.17'
 Chord=61.07'

Radius=180.00'
 Delta=36°58'09"
 Length=116.14'

AREA OF FLOODWAY FRINGE
 PER DNR LETTER DATED
 10/2/97 (REC 849-970922-2)
 100 YEAR FLOOD ELEVATION
 RANGES FROM 831.7 AT THE
 NORTH TO 830.1 AT THE SOUTH

Block 'A'
 85,101 s.f.

SOUTH LINE SE 1/4
 SECTION 5, T15N, R5E
 NORTH LINE NE 1/4
 SECTION 8, T15N, R5E

d Surveyor,
 by further
 subdivided
 correctly
 in place as
 Dimensions

ist and a part of the
 Township, Marion

east Quarter section;
 the East line of said
 West 108.83 feet;
 of curvature of a non-
 minutes 09 seconds
 10 feet; thence
 s 40 minutes 04

33002151

33002151

INSTRUMENT
 #96-128499

INSTRUMENT
 #96-128499

9805
 9923 s.f.

Block 'B'
 94.99 s.f.

12.17'
1.07'

BLOCK 'A'
85,101 s.f.

N53°40'04"W - 248.75'
248.75'

Radius=180.00'
Delta=36°58'09"
Length=116.14'
Chord=114.14'

CURVE #1
R=150.00'
L=96.78'

Block 'B'
28,283 s.f.

Block 'C'
1132 s.f.

MORRIS DITCH
N42°22'47"W - 216.11'

WOODSONG WAY

MITTHOEFER ROAD
S00°33'49"E - 498.10'

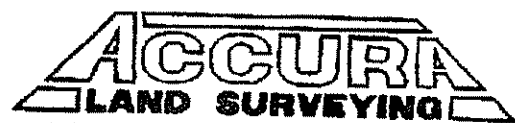
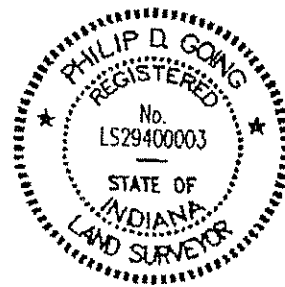
NE CORNER
SEC. 8, T1
SE CORNER
SEC. 5, T1
(BRASS I.C.)

the North line of a 3.67 acre tract of land per Instrument
thence South 88 degrees 50 minutes 03 seconds West
to the Southwest corner of said 3.67 acre tract;
thence East along the South line of said 3.67 acre tract
to the point of beginning, containing 3.678 acres in said
Section 5 making of total of 18.033 acres, more or

of way, easements and restrictions of record.

- DENOTES 5/8 INCH REBAR (OR COPPERWELD IF WITHIN PAVEMENT) TO BE SET WITHIN 30 DAYS AFTER THE COMPLETION OF STREET CONSTRUCTION.

NOTE: 5/8 INCH CAPPED REBARS TO BE SET AT ALL LOT CORNERS WITHIN THIRTY DAYS AFTER THE RECORDING OF THIS PLAT.

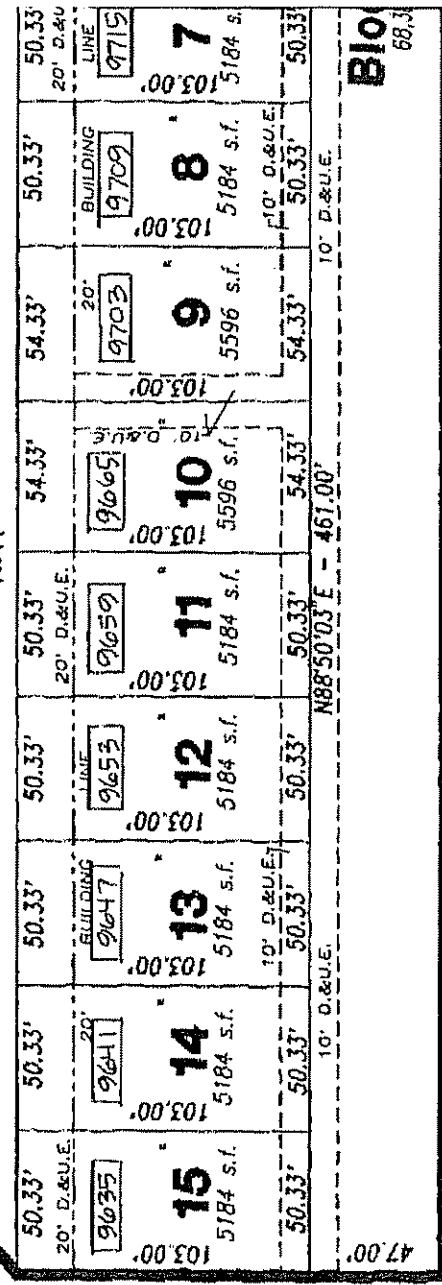


A DIVISION OF GOING AND GIBSON, INC.
1105 W. MAIN STREET - GREENFIELD, IN 46140 - (317) 462-4484
FAX: (317) 462-1305

S88°50'03"W
55.33'
N01°09'57"W
103.00'

N48°43'44"E
77.63'

S88°50'03"W - 446.93'
WOODSONG WAY - 50' R/W



N01°09'57"W - 149.99'

S88°50'03"

SITE DISTANCE COVENANT

No fence, wall, hedge, tree or shrub planting which obstructs site lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right of way lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street right of way lines extended. The same sight line limitations shall apply to any lot within ten (10) feet of the intersection of a street right of way line with the edge of the driveway pavement or alley line. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ENFORCEMENT COVENANT

The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them so long as they remain in effect in accordance with the terms hereof. The right to enforce the within provisions, restrictions and covenants by injunction together with the right to cause the removal by due process of law of any structure erected or maintained in violation thereof is hereby dedicated and reserved to each of the owners of the several lots in this subdivision, their heirs and assigns, Declarant, the Homeowners Association, the Architectural Committee, its successors and assigns, all of whom shall be entitled to such relief without being required to show any damage of any kind any such owner, owners or party by or through any such violation or attempted violation. Such provisions shall be in full force and effect for a term commencing on the date this Instrument is recorded and expiring on December 31, 2013, at which time said covenants, limitations and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by a vote of the majority of the then owners of the lots in this subdivision, it is agreed to change (or terminate) these covenants, limitations and restrictions in whole or in part; provided, however, that no change or termination of said covenants, limitations and restrictions shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto, invalidation of any of the covenants, limitations and restrictions contained herein by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

STORM DRAINAGE COVENANT

"Drainage Easements", or "D.E.'s", are created to provide paths and courses and a system for natural area and local storm drainage, either overland or in appropriate underground installations, to serve the needs of this and adjoining ground and the public drainage system; the owners of all lots area and shall be required to keep any areas of their lots designed for the natural flow of surface water free of obstructions to such natural flow, including both structures and plant materials, so that the flow of water will be unimpeded, and any improvements made on or under any such easements by the owner are and shall be at the risk of the property owner; such Drainage Easements may also be used for all purposes for which Utility Easements and Sanitary Sewer Easements may be used hereunder.

SANITARY SEWER COVENANT

"Sanitary Sewer Easements", or "S.S.E.'s", are created for the use of the public utility company or governmental agency having responsibility for the maintenance, repair and upkeep of the sanitary sewer mains and other facilities serving this subdivision, for the installation, maintenance, repair and replacement of such facilities; such Sanitary Sewer Easements may also be used for all purposes for which Utility Easements and Drainage Easements may be used hereunder.

THIS DECLARATION made this 27th day of ~~August~~, 1998, by Beattley Construction Company, Inc., an Indiana corporation (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer is the owner or contract purchaser of all of the lands contained in the area described in Exhibit A attached hereto and made a part hereof, which lands will be subdivided and known as "Woodson" (hereinafter referred to as the "Development"), and will be more particularly described on the plats of the various sections thereof recorded and to be recorded in the Office of the Recorder of Marion County, Indiana; and

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

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

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

a. "Committee" shall mean the Woodson Architectural Control Committee, composed of three (3) members appointed by Developer who shall be subject to removal by Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of Developer until such time as the subdivision is turned over to the Association, at which time the Woodson Homeowners Association, Inc. shall appoint from its membership this Committee.

b. "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Marion County, Indiana.

c. Approvals, determinations, permissions or consent herein shall be deemed given if they are given in writing signed, with respect to Developer thereof, and with respect to the Committee, by two members thereof.

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

e. "Association" shall mean "Woodson Homeowners Association, Inc." and shall be created as an Indiana not - for - profit corporation and its membership shall consist of lot owners who pay mandatory assessments for liability insurance, landscape easement maintenance, fertilizing and weed control and Common Area facilities' operation and maintenance. The Association shall be governed by its by-laws (the "By-Laws"), and in the event of any conflict with the Restrictions, the Restrictions shall control the By-Laws.

f. "Common Area" shall mean those areas set aside for conveyance to the Association, as shown on the plat.

2. CHARACTER OF THE DEVELOPMENT

a. In General. Every numbered lot in the Development, unless it is otherwise designated by Developer, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. All construction shall be completed with a reasonable period of time. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded plats shall be Common Area, designated in a master plan by Developer.

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

c. Occupancy or Residential Use of Partially Completed Dwellings House- Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed for occupancy in accordance with the approved building plan. The determination of whether the house shall have been substantially completed in accordance with the approved building plan shall be made by the Committee and such decision shall be binding on all parties.

d. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

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

a. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, garages, carports, accessory buildings, or basements, shall be designated on the recorded plats of the sections, within the Development, but no dwelling shall contain less than 1400 square feet of

Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by developer of a particular lot or tract within the Development to exclude any real estate so shown from the Development, or to include additional real estate.

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

a. "Committee" shall mean the Woodsong Architectural Control Committee, composed of three (3) members appointed by Developer who shall be subject to removal by Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of Developer until such time as the subdivision is turned over to the Association, at which time the Woodsong Homeowners Association, Inc. shall appoint from its membership this Committee.

b. "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Marion County, Indiana.

c. Approvals, determinations, permissions or consent herein shall be deemed given if they are given in writing signed, with respect to Developer thereof, and with respect to the Committee, by two members thereof.

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

e. "Association" shall mean "Woodsong Homeowners Association, Inc." and shall be created as an Indiana not - for - profit corporation and its membership shall consist of lot owners who pay mandatory assessments for liability insurance, landscape easement maintenance, fertilizing and weed control and Common Area facilities' operation and maintenance. The Association shall be governed by its by-laws (the "By-Laws"), and in the event of any conflict with the Restrictions, the Restrictions shall control the By-Laws.

f. "Common Area" shall mean those areas set aside for conveyance to the Association, as shown on the plat.

2. CHARACTER OF THE DEVELOPMENT

a. In General. Every numbered lot in the Development, unless it is otherwise designated by Developer, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. All construction shall be completed within a reasonable period of time. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded plats shall be Common Area, designated in a master plan by Developer.

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

c. Occupancy or Residential Use of Partially Completed Dwellings House-Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed for occupancy in accordance with the approved building plan. The determination of whether the house shall have been substantially completed in accordance with the approved building plan shall be made by the Committee and such decision shall be binding on all parties.

d. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

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

a. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, garages, carports, accessory buildings, or basements, shall be designated on the recorded plats of the sections, within the Development, but no dwelling shall contain less than 1400 square feet of living area for a one-story structure or 900 square feet of minimum main floor area if higher than one-story, provided higher than one story structures shall have a minimum of 1200 square feet, and each dwelling shall have a two-car garage and paved drive.

b. Brick Exterior. Each dwelling shall have brick on the front and side exterior of the dwelling. The brick coverage shall extend to at least eight (8) feet above finished floor height minimum.

c. Residential Setback Requirements

(i) In General. Unless otherwise provided in these restrictions or on the recorded plat, no dwelling or above grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.

(ii) Definitions. "Side line" means a lot boundary line that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

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

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

SECTION COVENA

(v) *Side Yards.* The side yards on any lot shall contain an aggregate distance of not less than ten feet (10') between any dwelling or other structure and the side lines, provided, however, that no such dwelling or other structure shall be located less than four feet (4') from a side line.

(vi) *Rear Yards.* The rear setback line shall be as set forth on the plats of the Development, and if not designated on the plat the rear yard setback lines shall maintain a minimum distance between buildings of not less than twenty feet (20').

d. *Prohibition of Used Structures and Modular Homes.* All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot, nor shall modular constructed be placed on any lot.

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

(i) *Install and maintain landscaping consisting of sod in the front yard, at least one (1) ornamental tree and at least five (5) shrubs.*

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

(iii) *Remove all debris or rubbish.*

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

(v) *Cut down and remove dead trees.*

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

(vii) *All firewood shall be stacked neatly behind residence.*

f. *Developer's Right to Perform Certain Maintenance.* In the event that the Owner of any lot in the development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, Developer 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, thereon, if any, conform to the requirements of these Restrictions. The cost therefore to Developer shall be collected in any reasonable manner from Owner. Neither Developer nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

g. *Utility Easements.* There are strips of property as shown on the recorded plat which are hereby designated and reserved for use of the public utilities for the installation and maintenance of utilities and drainage facilities (hereinafter referred to as *Utility Easements*). No permanent structure or other obstruction, shall be erected or maintained on such *Utility Easement* comprising a part of his lot, subject to the rights of such public utility for ingress and egress in and along, across, through and over the *Utility Easement*.

h. *Sidewalks.* Sidewalks conforming to requirements of the City of Indianapolis shall be constructed and maintained on each lot.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE

a. *Nuisances.* No outside toilets shall be permitted on any lot in the Development (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 enter the storm drainage system. No discharge from any floor drain shall be permitted to enter into the storm drainage system. By purchase of a lot the owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by Developer, Woodsong Homeowners Association, Inc., and any home owner in Woodsong in any manner provided at law or in equity. The cost or expense of abatement including court costs and attorneys' fees shall become a charge or lien upon the lot, and may be collected in any manner provided by the law or in equity for collection of a liquidated debt.

Neither Developer, any officer, agent, employee or contractor thereof, Woodsong Homeowners Association, Inc. or any homeowner shall be liable for any damage which may result from enforcement of this paragraph.

b. *Construction of Sewage Lines.* All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Metropolitan Department of Public Works. Copies of all permits, plans and designs relating to the construction of a sanitary sewer service shall be submitted in duplicate to the Committee at the time of the submission of all other plans or documents required for the obtaining from said Committee of a permit to build.

5. GENERAL PROHIBITIONS

use-
or used
for

to detract from or diminish the aesthetic appearance of the Development.

(v) Cut down and remove dead trees.

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

(vii) All firewood shall be stacked neatly behind residence.

f. *Developer's Right to Perform Certain Maintenance.* In the event that the Owner of any lot in the development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, Developer 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, thereon, if any, conform to the requirements of these Restrictions. The cost therefore to Developer shall be collected in any reasonable manner from Owner. Neither Developer nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

g. *Utility Easements.* There are strips of property as shown on the recorded plat which are hereby designated and reserved for use of the public utilities for the installation and maintenance of utilities and drainage facilities (hereinafter referred to as *Utility Easements*). No permanent structure or other obstruction shall be erected or maintained on such *Utility Easement* comprising a part of his lot, subject to the rights of such public utility for ingress and egress in and along, across, through and over the *Utility Easement*.

h. *Sidewalks.* Sidewalks conforming to requirements of the City of Indianapolis shall be constructed and maintained on each lot.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE

a. *Nuisances.* No outside toilets shall be permitted on any lot in the Development (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 enter the storm drainage system. No discharge from any floor drain shall be permitted to enter into the storm drainage system. By purchase of a lot the owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by Developer, Woodsong Homeowners Association, Inc., and any home owner in Woodsong in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees shall become a charge or lien upon the lot, and may be collected in any manner provided by the law or in equity for collection of a liquidated debt.

Neither Developer, any officer, agent, employee or contractor thereof, Woodsong Homeowners Association, Inc. or any homeowner shall be liable for any damage which may result from enforcement of this paragraph.

b. *Construction of Sewage Lines.* All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Metropolitan Department of Public Works. Copies of all permits, plans and designs relating to the construction of a sanitary sewer service shall be submitted in duplicate to the Committee at the time of the submission of all other plans or documents required for the obtaining from said Committee of a permit to build.

5. GENERAL PROHIBITIONS

a. *In General.* No noxious or offensive activities shall be carried on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

b. *Signs.* Except for those of the Developer, no signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the Committee. Garage sale and real estate "for sale" signs shall require approval of the Committee and shall be limited to window signs attached to the primary structure on the lot.

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

d. *Vehicle Parking.* No inoperable vehicles, campers, trailers, recreational vehicles, boats, school buses, semi-tractors or trailers or similar vehicles shall be parked on any street or lot in the Development.

e. *Garbage, Trash and Other Refuse.* No Owner of a lot in the Development shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse on his lot except as may be permitted in Subparagraph F below. All dwellings built in the Development shall be equipped with a garbage disposal unit.

f. *Fuel Storage Tanks and Trash Receptacles.* Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. No receptacle for trash, rubbish, or garbage shall be stored outside at any time, except at the times when refuse collections are being made. However, dumpsters may be allowed on a lot while a home is under construction.

g. *Model Homes.* No Owner of any lot in the Development other than developer shall build or permit the building upon said lot any dwelling that is to be used as a model home or exhibit house.

h. *Temporary Structure.* No temporary house, trailer, tent garage or other outbuilding shall be placed or erected on any lot, nor shall any overnight camping be permitted on any lot.

RECORDED

ADDITIONAL COVENANTS

i. *Ditches and Swales.* It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. All Owners, if necessary, shall install dry culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the Committee.

Any property owner altering, changing, or damaging the drainage swales or ditches will be responsible for such action and will be given 10 days notice by registered mail to repair said damage, after which time, if no action is taken, the City of Indianapolis will cause said repairs to be accomplished, and the bill for such repairs will be sent to the affected property owner for immediate payment.

j. *Utility Services.* No utility services shall be installed under finished streets except by jacking, drilling or boring unless specifically approved by Developer.

k. *Wells and Septic Tanks.* No water wells shall be drilled on any of the lots in the Development without the approval of the Committee. No septic tanks shall be installed on any of the lots.

l. *Antennas.* Exposed antennas shall require approval by the Homeowners Association. Height shall not exceed five (5) feet above roof peak. No visible satellite receiver dishes or apparatus shall exceed twenty-four (24) inches in diameter.

m. *Solar Heat Panels.* No solar heat panels shall be allowed on roofs. All such panels must be enclosed within a fenced area so as not to be visible from outside the lot and located to the rear of the dwelling, and shall be subject to approval of the Committee.

n. *Fencing.* Fencing shall not exceed six (6) feet in height and no fence shall be placed closer to the front lot line than the rear of the primary residence and approved by the Architectural Control Committee. All fencing must be of the vinyl fencing type and must be maintained in good condition. On corner lots an additional requirement is that fences may not be placed closer to the street than the building setback line on the side of the residence.

o. *Mailboxes.* The developer or its Assigns shall require a standardized mailbox for each residence and shall establish a design, material, and paint specification for the mailbox which shall be standard for all mailboxes in this subdivision.

p. *Address Block.* Each dwelling shall have a masonry address block on the front of such dwelling.

q. *Swimming Pools.* All swimming pools must be placed behind residence. All swimming pools must be below ground type.

r. *Roof Drainage.* No roof downspouts, roof drains, nor roof drainage piping shall be connected to the storm drainage system. No downspouts or roof drains shall be connected to the sanitary sewer system.

s. *No Business Use.* No business activity of any nature shall be conducted on any lot or any other portion of the Development.

t. *RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER.*

Whenever two or more contiguous lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of said lots as a site for a single dwelling, he shall apply in writing to the Committee for permission to so use said lots. If site for such single dwelling shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with on single dwelling.

7. ENFORCEMENT OF COVENANTS.

a. *Remedies.* The right to enforce these covenants by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby reserved to any owner of any of the real estate in this subdivision, including the developer. However, such time as the Developer no longer owns any property contained in this subdivision Section, the Developer no longer has any right, obligation or standing to enforce any covenant. The cost of enforcement of any violation of the Covenants contained herein, including any expenses and attorneys' fees, shall be charged to the property owner in violation, and such costs, expenses and fees shall be collectible in the same manner as assessments as provided herein. In no event shall the Developer be responsible for any damages, fees, or expenses resulting from the enforcement or failure to enforce any covenant.

b. *Delay or Failure to Enforce.* No delay or failure in part of any aggrieved party in instituting

ably tends

of repair

ner of any
'eon in
ot the
t and repair,
t and
ost

Developer
r result from

l plat which
maintenance
ment
omprising
id along, across,

all

be
frainage
sinage
utes a
ly
e of
ie lot, and
lated debt,

result

r lots
he
to the
it the time
nmittee

irreasonable

layed
, the
iltee and

except
ntained

ats,
ot in the

or
nuate
ted in
ge

is
ound,
ie times
a home

ould
hibit

shall

be enclosed within a fenced area so as not to be visible from outside the lot and located to the rear of the dwelling, and shall be subject to approval of the Committee.

n. Fencing. Fencing shall not exceed six (6) feet in height and no fence shall be placed closer to the front lot line than the rear of the primary residence and approved by the Architectural Control Committee. All fencing must be of the vinyl fencing type and must be maintained in good condition. On corner lots an additional requirement is that fences may not be placed closer to the street than the building setback line on the side of the residence.

o. Mailboxes. The developer or its Assigns shall require a standardized mailbox for each residence and shall establish a design, material, and paint specification for the mailbox which shall be standard for all mailboxes in this subdivision.

p. Address Block. Each dwelling shall have a masonry address block on the front of such dwelling.

q. Swimming Pools. All swimming pools must be placed behind residence. All swimming must be below ground type.

r. Roof Drainage. No roof downspouts, roof drains, nor roof drainage piping shall be connected to the storm drainage system. No downspouts or roof drains shall be connected to the sanitary sewer system.

s. No Business Use. No business activity of any nature shall be conducted on any lot or any other portion of the Development.

6. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER.

Whenever two or more contiguous lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of said lots as a site for a single dwelling, he shall apply in writing to the Committee for permission to so use said lots. If site for such single dwelling shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with on single dwelling.

7. ENFORCEMENT OF COVENANTS.

a. Remedies. The right to enforce these covenants by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby reserved to any owner of any of the real estate in this subdivision, including the developer. However, such time as the Developer no longer owns any property contained in this subdivision Section, the Developer no longer has any right, obligation or standing to enforce any covenant. The cost of enforcement of any violation of the Covenants contained herein, including any expenses and attorneys' fees, shall be charged to the property owner in violation, and such costs, expenses and fees shall be collectible in the same manner as assessments as provided herein. In no event shall the Developer be responsible for any damages, fees, or expenses resulting from the enforcement or failure to enforce any covenant.

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

8. EFFECT OF BECOMING AN OWNER

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

9. TITLES

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and non of them shall be used as an aid to the construction of any provisions of the Restrictions. Whererer and whenever applicable, the singular form of any words shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

10. DURATION

The foregoing covenants, conditions and restrictions are to in with the land and shall be binding on all parties and all persons claiming under them until January 1, 2015, at which time said covenants conditions, and restrictions shall be automatically extended for excessive periods of ten (10) years, unless changes in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.

11. SEVERABILITY

Every one of the Restrictions is hereby declared to be dependent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

17

BY-LAWS WARRER
OF
WOODSONG HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
IDENTIFICATION AND APPLICABILITY

Section 1.01. Identification and Adoption. These By-Laws are adopted to govern the administration of the Woodsong Homeowners Association, Inc. created to govern the use of common areas, and partly to govern the use of lots, in a residential subdivision located in Marion County, Indiana, known as Woodsong Subdivision. The Developer ("Developer") and owner of the subdivision is Beaty Construction Company, Inc., an Indiana corporation.

The Articles of Incorporation of the Association are incorporated herein by reference, and all of the covenants, rights, restrictions, and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The provisions of these By-Laws shall apply to the administration and conduct of the affairs of the Association.

Section 1.02. Individual Application. All of the Lot Owners, future owners, mortgagees, tenants, future tenants, or their guests and invitees, and any other person who may use or occupy a Lot or any common areas in the subdivision, shall be subject to the terms and conditions of all documents affecting such Lot and the common areas, as well as by the Articles of Incorporation of the Association, these By-Laws, and any Rules and Regulations adopted by the Association.

Section 1.03. Effect Of Becoming An Owner. The owner ("Owner") of any lot in Woodsong, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to the provisions contained in these By-Laws. By acceptance of such deed or execution of such contract the Owner acknowledges the rights and powers of Developer with respect to these By-Laws, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owner covenants and agrees and consents to and with Developer and to and with the Owner and subsequent Owners of each of the lots affected by these By-Laws to keep, observe, comply with the terms and conditions of these By-Laws.

ARTICLE II
MEETING OF ASSOCIATION

Section 2.01. Meetings. At least annually and at such other times as may be necessary, a meeting of the Lot Owners shall be held for the purpose of electing the Board of Directors, approving the Annual Budget, and for such other purposes as may be appropriate or required.

RECORDED & INDEXED
FOR TRANSFER

1

163556 FEB 19 99

MARTHA A. WARRER

Inst # 1999-0032152

Section 2.02. Annual Meetings. The Annual Meeting of the Lot Owners shall be held on the first Monday on or after March 1st in each calendar year or as soon thereafter as is practicable. The Board of Directors may change the date for the Annual Meeting, but it shall give written notice to Owners of any change in the date of the Annual Meeting. At the Annual Meeting the Lot Owners shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws, shall consider the Annual Budget, and shall transact such other business as may properly come before the meeting.

SECTION 2.03. Special Meetings. A Special Meeting of the Lot Owners may be called by the President, by request of two (2) Directors, or upon a written request of not less than fifteen percent (15%) of the Lot Owners. The request shall be presented to the President or Secretary of the Association and shall state the purposes for which the meeting is to be called and such purposes shall be stated in the notice thereof which is sent to the Lot Owners. No business shall be transacted at a Special Meeting except as stated in the notice of the meeting, unless all the Lot Owners are present.

Section 2.04. Notice and Place of Meetings. Any meetings of the Lot Owners may be held at any suitable place, as may be designated by the Board of Directors. Written notice stating the date, time and place of any meeting, and in the case of a Special Meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Owner. The notice shall be mailed or delivered to the Lot Owners at their address as it appears upon the records of the Association, to the Developer at 7242 W. U.S. 52, New Palestine, Indiana, 46163 and to any Mortgage who requests the same in writing at its address as appears on the records of the Association. Attendance at any meeting by a Lot Owner or their authorized representative, in person or by proxy, shall constitute waiver of notice of such meeting.

Section 2.05. Voting.

(a) Number of Votes. To facilitate the orderly conduct of the meeting, each Lot Owner other than the Developer shall be a Class A member of the Association, and shall be entitled to cast one (1) vote on each matter coming before the meeting. The Developer shall be the sole Class B member and shall be entitled to four hundred (400) votes for each Lot owned subject to the terms and conditions of the By-Laws. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
 - ii) At the discretion of Developer.
- (b) Multiple Owner. Where the Owner of a Lot constitutes more than one (1) person, or

is a partnership, there shall be only one (1) voting representative entitled to cast the vote allocable to that Lot.

(c) Voting by Corporation or Trust. Where a corporation or trust is a Lot Owner or is otherwise entitled to vote, the trustee may cast the vote on behalf of the trust and the agent or other representative of a corporation who is duly empowered to vote shall cast any votes to which the corporation is entitled.

(d) Proxy. A Lot Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Lot Owner shall duly designate his attorney-in-fact in writing, and such written designation shall be delivered to the Association prior to or at the commencement of the meeting.

(e) Quorum. Except where otherwise expressly provided in these By-Laws, one-third (1/3) of the Lot Owners shall constitute a quorum at all meetings.

(f) Conduct of Annual Meeting. The President of the Association shall serve as Chairman of the Annual Meeting and in his absence the Vice President shall serve. The Chairman shall call the Annual Meeting to order at the duly designated time and business will be conducted normally in the following manner:

i) Reading of the Minutes. The Secretary shall read the minutes of the last Annual Meeting and the minutes of any Special Meeting held subsequent thereto, but such reading may be waived upon motion.

ii) Treasurer's Report. The Treasurer shall report to the Lot Owners concerning the financial condition of the Association, and answer relevant questions of the Lot Owners concerning the Common Expenses and financial report for the prior year and the proposed Annual Budget for the current year.

iii) Budget. The proposed Annual Budget for the current fiscal year shall be presented to the Lot Owners for approval or amendment. If the Lot Owners do not approve the Annual Assessments for the current fiscal year at the time they approve the Annual Budget, then the Board of Directors shall set the Annual Assessments for the year at such amount as will raise the funds required to comply with the Annual Budget, including reserve requirements.

iv) Election of Board of Directors. Nominations for the Board of Directors may be made by any Lot Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least three (3) days prior to the date of the Annual Meeting.

Voting for the Board of Directors will be by paper ballot unless a majority of the Lot Owners present waive voting by paper ballot and approve another form of voting. The ballot shall contain the name of each person nominated to serve as a Board member. Each Lot Owner other than Developer may cast one (1) vote for as many nominees as are to be elected. No Lot Owner other than Developer may cast more than one (1) vote for any nominee. Those persons receiving the highest number of votes shall be elected.

v) Other Business. Other business may be brought before the meeting only if accepted and ruled in order by the Chairman of the Meeting, or which is pursuant to written request submitted to the Secretary of the Association at least three (3) days prior to the date of the meeting.

vi) Adjournment.

ARTICLE III BOARD OF DIRECTORS

Section 3.01. Number and Duties. The affairs of the Association shall be governed and managed by the Board of Directors (herein collectively called the "Board" or "Directors" and individually called "Director"). The Board of Directors shall be composed of three (3) persons. No person shall be eligible to serve as a Director unless he is a Lot Owner or unless he is appointed by the Developer. Also, any Lot Owner who is thirty (30) days or more in arrears in his Annual or Special Assessments, will not be eligible to serve or to continue to serve as a Director.

Section 3.02. Initial Board of Directors. The initial Board of Directors shall be as provided in the Articles of the Incorporation of the Association, all of who shall be appointed by Developer. Notwithstanding any other provisions in the By-Laws, the initial Board of Directors shall hold office until the first Annual Meeting of the Lot Owners which shall be held on the first Monday on or after February 1st in each year.

Section 3.03. Additional Qualification. 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 Lot Owner, or an office or trustee, shall be eligible to serve on the Board of Directors. No Lot Owner other than the Developer may be represented on the Board of Directors by more than one (1) person at a time.

Section 3.04. Term of Office and Vacancy. The Board of Directors shall be elected at each annual meeting of the Association. At the first annual meeting of the Board, one (1) Director shall be elected for one (1) year, one (1) Director for two (2) years and one (1) Director for three (3) years. At each subsequent annual meeting one (1) Director shall be elected for a

term of three (3) years (since the term of one of the Directors will be expiring), and any other vacancies in the Board of Directors shall be filled by electing a Director to serve for the remainder of the term of the Director who did not serve for his whole term of office.

Any vacancy or vacancies occurring in the Board of Directors shall be filled until the annual meeting of the members by a vote of a majority of the remaining Directors or by vote of the Lot Owners if a Director is removed in accordance with Section 3.05 of this Article III.

Section 3.05. Removal of Director. A Director or Directors, except the initial Directors, may be removed with or without cause by majority vote of the Lot Owners at a meeting duly called and constituted. In such case, a successor Director shall be elected at the same meeting from eligible Lot Owners. A Director so elected shall serve until the next Annual Meeting of the Lot Owners or until his successor is duly elected and qualified. An initial Director may be removed and replaced at the discretion of the Developer.

Section 3.06. Duties of the Board of Directors. The Board of Directors shall provide for the management, administration, operation, maintenance, repair, upkeep and replacement of the Common Areas in Woodsong, including but not limited to the entrances, nature park, walking trails, and the collection and disbursement of the common expenses. These duties include, but are not limited to:

- (a) management, maintenance, repair and replacements of the sidewalks and common areas, including street lighting and any expenses relating thereto.
- (b) procuring of utilities used in connection with the common facilities, removal of garbage and waste, and snow removal from the common areas, and if the Board of Directors deems prudent from public streets in the subdivision;
- (c) landscaping, painting, decorating, and furnishing of the common areas;
- (d) assessment and collection from the Owners of their pro rata share of the common expenses;
- (e) preparation of annual budget;
- (f) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each owner as soon as possible after the end of each fiscal year;
- (g) keeping a current, accurate and detailed record of receipts and expenditures affecting the property, specifying and itemizing the common expenses. All records and vouchers shall be available for examination by an owner upon reasonable notice during normal business hours; and

(h) to procure fire and extended coverage insurance covering any improvements on or to the common areas to the full replacement value thereof and to procure public liability and property damage insurance and workmen's compensation insurance, if necessary, for the benefit of the Lot Owners and the Association.

Section 3.07. Powers of the Board of Directors. The Board of Directors shall have all powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to:

(a) to employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;

(b) to purchase for the benefit of the Association such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors;

(c) to 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 Association;

(d) to include the costs of all of the above and foregoing as a common expense;

(e) to open and maintain one (1) or more bank accounts in the name of the Association;

(f) to determine rules and procedures for hiring and firing of personnel necessary for the maintenance, repair and replacement of common areas and for approving the payment of vouchers, invoices and the like;

(g) to adopt, revise, amend and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the common areas and facilities;

(h) to grant easements and other rights over the common areas;

(i) to impose non-discriminatory fines upon any Lot Owner or Lot Owners if they, or any members of their family, guests, or invitees, shall violate any rules or regulations adopted by the Association and such fine shall be collectible by the Association in the same manner as payment of the annual assessment is collectible, and shall be secured by a lien on the Owner's Lot and subject to late charges and interest to the same extent as a late payment of the annual assessment; and

(j) to do such other acts and things as are in the best interest of a majority of Lot Owners and which are not contrary to law.

Section 3.08. Limitation on Board Action. The authority of the Board of Directors to

enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 without obtaining the prior approval of the Lot Owners at a meeting thereof, except in the following cases:

- (a) contracts for replacing or restoring portions of the common areas damaged or destroyed by fire or other casualty;
- (b) proposed contracts and proposed expenditures expressly set forth as provided for in the annual budget as approved by the Lot Owners at the annual meeting, which shall include but not be limited to the compensation of the managing agent, ongoing contracts of all kinds, maintenance contracts, contracts for improvements which have been approved by the Lot Owners and contributions to reserve accounts.

Items within the budget need not be approved separately. The Board may also reallocate items in the budget, if the total budget will not be increased.

Section 3.09. Compensation. No Director shall receive any compensation for his services unless a majority of the Lot Owners shall approve paying such compensation. Each Director shall be reimbursed for his reasonable costs and expenses incurred for the benefit of the Association.

Section 3.10. Meetings. Regular meeting of the Board of Directors may be held at such time and place as shall be determined from time to time by the President. The Secretary shall give notice of the regular meetings of the Board to each Director personally or mailed by United States Mail at least three (3) days prior to the date of such meeting.

Special meetings of the Board of Directors may be called by the President or any two (2) members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called.

Section 3.11. Waiver of Notice. Any Director may, in writing, waive notice of a meeting and such waiver shall be deemed equivalent to the receipt of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place and purpose thereof. If all Directors are present at the meeting of the Board, or if those not present shall waive notice of the meeting or shall consent to the actions taken at the meeting, notice shall not be required and any business may be transacted at such meeting.

Section 3.12. Quorum. At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 3.13. Non-Liability of Directors. The Directors shall not be liable to the Lot Owners or any other persons for any error or mistake in judgment exercised in carrying out their duties and responsibilities as Director, except for their own individual willful misconduct, bad faith or gross negligence. The Association may indemnify and hold harmless each of the Directors against any and all liabilities to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of law. The Association shall, if reasonably available, carry liability insurance for the Board of Directors. The cost of such insurance shall be included as part of the common expenses. It is intended that the Directors shall have no personal liability with respect to any contract made by them in good faith on behalf of the Association. The Lot Owners shall be subject to special assessment for sums necessary for the Association to pay the aforesaid indemnity in favor of the Directors. Every contract made by the Board or the Managing Agent on behalf of the Association shall be in the name of the Association.

Section 3.14. Additional Indemnity of Directors and Officers. The Association may indemnify any person, his heirs, assigns and personal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director or an officer of the Association, 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 thereon, 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 person is liable for gross negligence or willful misconduct in the performance of his duties. The Association may also reimburse to any such Director or Officer of the Association the reasonable costs of settlement or judgment rendered in any action, suit or proceeding, if it shall be found by a majority of the Lot Owners that such Director or Officer was not guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit, or proceeding against a Director or an Officer, no Director or Officer shall be considered or deemed to be guilty of or liable for negligence or willful misconduct in the performance of his duties where, acting in good faith, such Director or Officer relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent or any Officer or employee thereof, or any Accountant, Attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof nor shall a Director or Officer be deemed guilty of or liable for negligence or willful misconduct solely by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 3.15. Books and Records. The Board of Directors shall itself, or through the Managing Agent, make available to Lot Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Covenants in the recorded subdivision plats, these By-Laws, any rules and regulations concerning Woodson, and the books records and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.

ARTICLE IV
OFFICERS

Section 4.01. Officers of the Association. The principal Officers of the Association shall be the President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board. Any two (2) or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.03. The President. The President shall be elected from among the Directors and shall be the Chief Executive Officer of the Association. He shall preside as Chairman at all meetings of the Association and of the Board, shall have and discharge all of the general powers and duties usually vested in the office of President or Chief Executive Officer of an Association or a Stock Corporation organized under the laws of Indiana, including, but not limited to the power to appoint committees from the Lot Owners as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04. The Vice-President. A Vice-President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. In the absence of the President the Vice- President shall preside at all meetings of the Lot Owners and of the Board of Directors. The Vice-President shall also perform such other duties as these By-Laws may prescribe or as shall from time to time be delegated to him by the Board or by the President.

Section 4.05. The Secretary. The Secretary need not be elected from among the Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meeting, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association of the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 4.06. The Treasurer. The Board shall elect a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of the Treasurer. He shall be the Legal Custodian of all monies, notes, securities and other valuables which may from time to time

come into the possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association. The Treasurer need not be a Lot Owner.

Section 4.07. Additional Officers. The Board of Directors may, from time to time, designate and elect additional Officers, including but not limited to Vice-Presidents and an Assistant Secretary and Assistant Treasurer who shall have such powers and duties as are set forth herein for such offices. The Assistant Secretary and Assistant Treasurer shall have such powers and duties as the Officer whom they are elected to assist shall delegate to them, and such other powers and duties as these By-Laws or the Board of Directors may prescribe.

Section 4.08. Delegation to Management Agent. The duties of the Secretary and/or Treasurer may be delegated to a Managing Agent if one is then serving.

ARTICLE V ACCOUNTING, BUDGETS, AND ASSESSMENTS

Section 5.01. Annual Accounting. Annually, as soon as practicable after the close of each fiscal year, the Board shall cause to be prepared and furnished to each Lot Owner a financial statement prepared by an independent Public Accountant, which statement shall show all receipts and expenses received, incurred and paid during the preceding calendar year. The Association shall furnish such financial statement for the preceding fiscal year free of charge to any holder, insurer or guarantor of a first mortgage who shall so request in writing.

Section 5.02. Proposed Budget. Annually, on or before the date of the Annual Meeting of the Association, the Board of Directors shall cause to be prepared a proposed Annual Budget for the ensuing or current fiscal year estimating the total amount of the common expenses for such fiscal year. The Board of Directors shall furnish a copy of such proposed Annual Budget to each Lot Owner prior to or at the Annual Meeting of the Association for adoption, and, if so adopted, shall be the basis for the Annual Assessment for the following fiscal year. At the Annual Meeting of the Lot 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 those persons voting in person or by proxy provided, however, that the Board of Directors may adopt a tentative Annual Budget for each year until an Annual Budget is approved by the Lot Owners.

Section 5.03. Annual and Special Assessments. Common expenses shall be assessed to the Lot Owners, excluding any lots owned by the Developer or a builder, either as an Annual Assessment, or as a Special Assessment, equally with respect to each Lot which is subject to assessment, all as set forth below:

(a) An annual assessment shall be made for each fiscal year of the Association for all anticipated ongoing operating expenses of the Association, including reserves. The annual

assessment shall be paid in an installment which shall be due and payable in advance on the 1st day of March. The amount of the aggregate annual assessments shall be equal to the total amount of expenses provided for in the Annual Budget, including reserve items.

(b) Special Assessments may be made for any unusual and/or extraordinary items, including capital expenditures, and any unanticipated items. Special Assessments shall be payable in such amounts and at such times as may be provided in the resolution or other formal proposal setting forth the terms of such Special Assessments.

(c) The annual assessment and all special assessments, together with interest, late charges, costs and reasonable attorney's fees, shall be a continuing lien on the lot upon which each such assessment is made as each installment thereof becomes payable. Each such assessment, together with interest, late charges, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time of the assessment was payable.

Section 5.04. Fiscal Year. The Fiscal Year of the Association shall commence on January 1st and end on December 31st, but the Board of Directors may change such Fiscal Year. If the fiscal year is so changed, the annual assessment for the prior fiscal year shall continue to be assessed during any short fiscal year, unless the Board of Directors shall submit an interim or modified Budget and annual assessment for such period to the Lot Owners.

Section 5.05. Limitation on Assessments. During the Fiscal Years ending on or prior to December 31, 1998, the Maximum Annual Assessment shall be per lot per year payable in advance in one (1) installment of One Hundred Fifty Dollars (\$150.00) on the first day of the month of January of each year. The Assessment shall be prorated for part of a quarter where applicable. So long as the Developer owns any lot in Woodsong but not longer than two (2) years from the date hereof, there shall not be any increases in the annual assessment nor shall there be any Special Assessments without Developer's prior approval. For the purpose of this section any lot re-acquired by the Developer after it has been sold shall be deemed not to be owned by the Developer.

So long as the Developer is developing the property in the Subdivision, the Annual Assessment shall not be increased more than a cumulative average of eight percent (8%) per year unless such larger increase is approved by a majority vote at a meeting duly held after the Lot Owners have been notified that such meeting would consider the Annual Budget for the following year and that an increase averaging more than eight percent (8%) per year may be necessary. Such maximum percentage increase shall be computed by compounding the Annual Assessment for the fiscal year ending December 31, 1998, at the rate of eight percent (8%) per year until the then current fiscal year.

Section 5.06. Vote for Special Assessments. No Special Assessment shall be adopted unless voted by sixty-six and two thirds percent (66-2/3%) of the votes of the Association at a

meeting called for this purpose. However, Special Assessments required because of an insufficiency of insurance shall not be subject to any vote by the Lot Owners.

Section 5.07. Notice of Meeting for Assessments. Written notice of any meeting other than the Annual Meeting which is called for the purpose of approving the Annual Budget and Annual Assessment or a Special Assessment, shall be given or sent to all members and such notice shall state that the Annual Budget and/or a Special Assessment will be considered at such meeting.

Section 5.08. Commencement of Assessments. The Annual Assessments provided for herein shall be made for each fiscal year of the Association, and shall be payable in semi-annual installments as provided above. The Annual Assessment shall be set for each fiscal year of the Association. If the Annual Assessment has not been set by the first day of the fiscal year, then the payments due on the Annual Assessment shall be based upon a Tentative Annual Budget set by the Board of Directors, and if none is set then the Assessments shall be based on the prior year's Assessments until the Annual Budget and Annual Assessment for such fiscal year is approved. The first payment of the Annual Assessment payable after the Annual Budget is approved shall be adjusted to compensate for any prior payments which were too high or too low. If more than one (1) lot is conveyed or rented with a home, then each Lot, or part Lot, shall be subject to the Annual Assessment. A part Lot shall be subject to a pro rata share of such assessment. The Annual Assessment for the fiscal year in which occurs the conveyance of the first Lot to a Lot Owner other than a builder shall be established by the Developer. No Lot shall be liable for payment of the Annual Assessment until after a home on the lot is substantially completed and is then conveyed by the builder of the home to a purchaser, or when the home is rented. At the time of the first conveyance of a home, the purchaser shall pay a prorated assessment for the balance of the quarter in which the Lot is conveyed. The Purchaser of each Lot shall be responsible to notify the Association of his acquisition of the Lot and to give to the Association his name and address for mailing purposes and satisfactory evidence of his ownership.

Section 5.09. Delinquent Assessment. Any payment of an Assessment which is not paid within fourteen (14) days of the date due shall automatically be subject to a late charge of Twenty-five Dollars (\$25.00). Late charges may continue to be assessed for each quarter a payment remains outstanding. The Board of Directors shall have the right to change the amount of the late charge, the time period before such charge is imposed, and to make other provisions for late charges and/or for imposing interest on late payments. The Association may bring an action of law against the Lot Owner personally obligated to pay the same; it may foreclose its lien against the Owner's Lot; or it may assert both rights and/or any other remedy available to it in law or in equity.

Section 5.10. Lien of Assessments. All sums assessed by the Association, but unpaid, including installments of the Annual Assessment and Special Assessments, and any fines duly imposed by the Association, together with late charges, interest, attorney's fees and the costs of

collection thereof, shall constitute a lien on the Owner's Lot prior to all other liens, except only:

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

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

Section 5.11. Liability of Grantee. In a voluntary conveyance of a Lot other than a deed in lieu of a foreclosure, the grantee of the Lot shall be jointly and severally liable the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses or for special assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. Upon the request of any Lot Owner, Purchaser or Mortgagee, the Secretary or other authorized Officer of the Association or the Managing Agent shall provide within seven (7) days of the request, against a particular Lot. The Association may charge a reasonable charge for such statement if permitted by law and it may require the Lot Owner to confirm that the person requesting the statement is a Mortgagee or purchaser of or from the Lot Owner. Once having been furnished with such a statement, such person (other than the delinquent Lot Owner) shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth, plus costs of collection of such sums, if applicable.

ARTICLE VI ARCHITECTURAL CONTROL COMMITTEE

Section 6.01. Creation. There shall be, and hereby is, created and established an Architectural Control Committee to perform the functions provided for herein. The Committee shall initially be the Developer, Beattley Construction Company, Inc. After completion of the development and after the Subdivision has been turned over to the Committee by the Developer, a committee of three (3) homeowners designated by the Developer shall serve for one (1) year and continuing thereafter until their successors are elected by a majority of the Board of Directors of the Association.

Section 6.02. Purposes and Powers of Committee. The Committee shall regulate the external design, appearance, location of residences, buildings, structures, fences, piers, docks, boathouses, beaches, or other improvements placed on any Lot or in the common area in such a manner as to preserve and enhance the value and desirability of the real estate for the benefit of each owner and to maintain a harmonious relationship among structures and the natural vegetation and topography.

- a) In general. No residence, building, fence, wall, structure, pier, dock, boathouse, beach, or improvement of any type or kind shall be constructed or placed on any Lot or within the common area without the prior written 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 in the manner and form prescribed from time to time by the Committee and, in the case of construction or placement of any improvement, shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plan showing the location of all improvements proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the composition of all exterior materials proposed to be used together with any other material or information which the Committee may require. All plans and drawings submitted to the Committee shall be drawn to a scale of 1 inch equals 10 feet; or ¼ inch or 1/8 inch equals one foot; or to such other scale as the Committee may require. When required by the Committee, plot plans shall be prepared by either a Registered Land Surveyor, Engineer or Architect. Plot plans submitted for the improvement location permit shall bear the stamp or signature of the Committee acknowledging the approval thereof.
- b) Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:
 - i) The plans, specifications, drawings or other material submitted are inadequate or incomplete, or show the proposed improvement to be in violation of any restrictions in this Declaration or any subdivision plat of the real estate recorded in the Office of the Recorder of Marion County, Indiana;
 - ii) The design of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent

buildings or structures; or

iii) The proposed improvements, or any part thereof, would, in the opinion of the Committee, be contrary to the interests, welfare or rights of any other owner.

c) Rules and Regulations. The Committee may, from time to time, make, amend and modify additional rules and regulations as it may deem necessary or desirable to guide owners as to the requirements of the Committee for the submission and approval of items to it. Such rules and regulations may set forth additional requirements to those set forth in these By-Laws and the subdivision plat of the real estate recorded in the Office of the Recorder of Marion County, Indiana, as long as the same are not inconsistent with said documents.

Section 6.03. Duties of Committee. The Committee shall approve or disapprove proposed repainting, construction or improvements within fifteen (15) days after all required information shall have been submitted to it. One 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 for such disapproval.

Section 6.04. Liability of Committee. Neither the Committee, Developer, and the Association nor any agent of any of the foregoing shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

Section 6.05. Inspection. The Committee may inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article VI.

Section 6.06. Nonapplication to Developer. Notwithstanding the provisions of this Article VI or any other provision of the Covenants of the subdivision plat, requiring the approval of the Committee, the Developer, or any entity related to Developer, shall not be required to apply for or secure the approval of the Committee in connection with any construction or installation by Developer, or any entity related to Developer, of any residence, building, structure, or other improvement on the real estate or the installation or removal of any trees, shrubs or other landscaping on the real estate.

ARTICLE VII AMENDMENT TO BY-LAWS

Section 7.01. These By-Laws may be amended by a vote of not less than sixty-six and

two-thirds percent (66-2/3%) of the Lot Owners voting in person or by proxy at a duly constituted meeting called for such purpose, or at an Annual Meeting.

ARTICLE VIII
NOTICES AND NEWSLETTERS

Section 8.01. Notice to Mortgages. Any Lot Owner who places a first mortgage lien upon his lot may notify the Secretary or the Association or the Managing Agent and provide the name and address of the Mortgagee, or the Mortgagee may do so, with a statement as to whether notices are to be sent to the Mortgagee. A record of such Mortgagee and its name and address shall be maintained by the Secretary or the managing Agent and any notice required to be given to the Mortgagee pursuant to the terms of these By-Laws shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record at the time provided, or as to which the Association is later notified in writing. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary or the Managing Agent, either by the owner or the Mortgagee, no notice to the Mortgagee as may otherwise be required by these By-Laws shall be required.

Section 8.02. Notice to Lot Owners. Each Lot Owner shall have the duty to notify the Association of his address for notice purposes and all notices duly mailed or delivered to that address shall be proper notice hereunder. The Association shall have no duty to send notice to any Lot Owner, to any other address or to whom the Association has no address.

Section 8.03. Newsletters. In the event the Association elects to publish a newsletter or any other type of written publication, a copy of same shall be set to the Developer at the address stated in Section 2.04 hereof or to any other address requested by Developer.

ARTICLE IX
DEFINITIONS

Section 9.01. All terms used herein shall have the same meaning as defined in the Covenants in the Subdivision Plat filed as Instrument No. _____ in the office of the Recorder of Marion County, Indiana. A "Director" as used herein is any member of the Board of Directors, and the term "Board" refers to the Board of Directors. The term "Annual Budget" shall mean the Budget adopted, or in context proposed for adoption, pursuant to Article V of these By-Laws. The masculine pronoun shall be construed to include and/or mean the feminine and neuter gender as the case may be and the singular shall where applicable include the plural. The term "Member" means a Lot Owner in his capacity as a member of the Association, and sometimes the term Lot Owner is used to describe such person in his capacity as a member of the Association. The term "Developer" means Beattey Construction Company, Inc. and its successors and assigns who succeed as the Developer of Woodsong or any part thereof but shall not include persons who merely build homes on any of the Lots. The term "Subdivision" means the Woodsong Subdivision, all sections whenever platted.

BOARD OF DIRECTORS:

Michael K. Beattrey
Michael K. Beattrey

corp\woodson by jawa.bb.020893

