

USE RECORDERS OFFICE

WESTERN HOMEOWNERS ASSOCIATION, INC.
SUPPLEMENTARY DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
WOODCLIFFE MANOR II

RECORDERS OFFICE

THIS DECLARATION, made on the date hereinafter set forth by Waterfront Development Co., Inc., an Indiana corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Indianapolis, Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof.

WHEREAS, Declarant wishes to hold, sell and convey the properties described in Exhibit "A" subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Western Homeowners Association, Inc. dated December 17, 1980 and recorded on December 18, 1980 as Instrument No. 80-41602 in the Office of the Recorder of Marion County, Indiana, as the same may be amended, (hereinafter referred to as the "Master Declaration").

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions and to the Master Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

NAME

This subdivision shall be known and designated as Woodcliffe Manor II, a subdivision located in Indianapolis, Marion County, Indiana.

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ARTICLE II

AMENDED ORIGINAL DECLARATION
INCORPORATED BY REFERENCE

Except as otherwise specifically provided herein, the terms and provisions of the Master Declaration are incorporated herein by reference as if fully set forth herein and shall be fully applicable to the Woodcliffe Manor II Properties, including any amendments thereto. Owners of Lots within Woodcliffe Manor II Properties shall be and are members of the Association and shall be entitled to all the rights and subject to all the burdens appertaining thereto.

ARTICLE III

DEFINITIONS

Section 1. "Woodcliffe Manor II Properties" shall mean and refer to the real estate described in Exhibit A attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2. "Woodcliffe Manor II Plat" shall mean and refer to the subdivision plat of the Woodcliffe Manor II Properties recorded as Instrument No. 80-74317 in the Office of the Recorder of Marion County, Indiana as the same may hereafter be amended or supplemented.

Section 3. "Driveway Easements" shall mean and refer to the surface easements for ingress and egress appurtenant to the Lots as shown on the Plat and labeled "P.D.E." (Private Driveway Easement). The rights of Owners as to their respective Driveway Easements are more specifically described in Article IX.

ARTICLE IV

LOTS

Section 1. Number of Lots. This subdivision consists of thirty-four (34) lots numbered from 1 to 34, both inclusive, with streets as shown on the plat.

Section 2. Street Dedication. The streets (but not Driveway Easements) shown on the Woodcliffe Manor II plat and not heretofore dedicated are hereby dedicated to the public.

ARTICLE V

USE RESTRICTIONS

Section 1. Type, Size and Nature of Improvements. No single-family dwelling, garage, outbuilding, fence or wall shall be erected, placed or constructed on any Lot, other than original construction by or on behalf of Declarant, except in a manner approved in writing by Board of Directors of the architectural committee specified in the Master Declaration prior to the commencement of construction as to the type of materials, exterior facade, design, layout, location, finished grade elevations and the like. Approval shall be considered based upon satisfactory plans and specifications providing such detail as may be reasonably required (which upon approval shall be strictly adhered to throughout construction unless modified or amended with further written approval); subject to the improvement of any Lot satisfying the following minimum standards:

- (a) No structure or building shall be erected, placed or constructed on any Lot other than one (1) single-family dwelling unit not to exceed three (3) stories in height, one (1) private garage for not more than three (3) cars and such other outbuildings as are usual and incidental to the use of such Lot for single-family residential purposes.
- (b) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected, placed or constructed on any Lot for use as a residence, either temporarily or permanently, or at any time be used for such purpose.
- (c) Every single-family dwelling unit erected, placed or constructed on any Lot shall have a minimum finished floor area, exclusive of open porches, stoops, attached garages or ~~carports~~ of seven hundred (700) square feet. In the case of a two-story structure, at least four hundred (400) square feet of the required minimum floor area shall be on the first (1st) floor.

- (d) All materials used on the exterior of any single-family dwelling unit, garage or outbuilding erected, placed or constructed on any Lot shall be demonstrated to last at least fifty (50) years and shall be new, except that used brick, weathered barn siding or the like, or interior design features utilizing other than new materials may be approved by Declarant.
- (e) Every single-family dwelling unit, garage or outbuilding erected, placed or constructed on any Lot shall be completed, including at least one (1) coat of paint, stain, varnish or preservative on any exterior wood surfaces. Until all work is completed and such single-family dwelling unit is ready for occupancy, the Lot shall be kept and maintained in a sightly and orderly manner and no trash or other rubbish shall be permitted to unreasonably accumulate thereon.
- (f) Any tank for the storage of fuel erected, placed or constructed on any Lot outside of any structure or building permitted hereunder shall be concealed or otherwise located below the surface of the ground.
- (g) No fence, wall, hedge or shrub planting which obstructs site lines and elevations between two (2) and six (6) feet above any 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 such lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same site line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway, pavement or alley line. No street 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.

In the event that written approval is not received as required hereunder within twenty-one (21) days from the date requested, the failure to issue such written approval shall be construed as the disapproval of the request made.

Section 2. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 3. Waste Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage.

Waste matter or materials shall be kept only in sanitary containers and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 4. Prohibited Activities. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 5. Water and Sewer Systems. No individual water supply system or sanitary sewer system shall be permitted on any Lot.

Section 6. Certain Vehicles Prohibited. Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any Lot.

Section 7. Drainage. Any field tile or underground drain which is encountered in the construction of any improvements on any Lot shall be perpetuated and all Owners of Lots and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

Section 8. Exterior Antennae. Without prior written approval and authorization to the Board of Directors, no exterior television, radio or other type of antennae shall be placed, allowed or maintained upon any portion of the Properties nor upon any structure or improvement situated upon the Properties.

Section 9. Construction and Sale Period.
Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for Declarant to maintain, during the period of construction and sale of Lots, upon any portion of the Properties which Declarant owns, such facilities as in the sole opinion of Declarant may be reasonably required, or be convenient or incidental to the construction and sale of the Lots, including, but without limitation, storage areas, signs, model residences, construction offices, sales offices and business offices.

ARTICLE VI

SUBDIVISION ASSESSMENTS

Section 1. Purpose of Assessments. Subdivision assessments shall be used exclusively for the purpose of providing services which are necessary or desirable for the health, safety and welfare of the members within a subdivision. Such services shall include:

(a) Providing services to each Lot, including, but not limited to:

- (1) maintenance of the exteriors of living units (exterior building surfaces, roofs, gutters and downspouts, except glass and screens),
- (2) maintenance of improvements to Lots (walks, driveways, fences, trees, shrubs, grass and other site improvements, except enclosed patios and landscaping within enclosures).

In the event a need for maintenance or repair arises from a willful or negligent act of an Owner or his invitees, the cost of such maintenance or repair shall become a Special Assessment on his Lot as provided in the Declaration.

(b) Setting aside reserves for future repair and replacement of capital improvements to be maintained through the Subdivision Assessment.

(c) Trash collection

(d) Operation, maintenance, repair and replacement of any Common Areas and administrative costs related thereto.

(e) Such other services as may be approved by the Board and a majority of Owners of Lots in the Woodcliffe Manor II Properties.

Section 2. Method of Assessment. The assessment shall be levied by the Association against Lots in the Woodcliffe Manor II Properties, and collected and disbursed by the Association. As provided in the Declaration, by a vote of two-thirds (2/3) of the Directors, the Board shall fix the Annual Subdivision Assessment (if any) and date(s) such assessments become due, with the advice of the Subdivision Committee.

Section 3. Basis of Assessment. The basis for the Subdivision Assessment shall be the same as for the Annual General Assessment, as set forth in the Declaration. *(Annual \$2,100.00)*

Section 4. Maximum Cluster Assessment. Until the first day of the fiscal year following commencement of assessments in the Woodcliffe Manor II properties, the Maximum Annual Subdivision Assessment shall be Annual \$1,371.00 dollars *(S 840.00)*.

Section 5. Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of assessments, the Board of Directors may increase the Maximum each year by the greater of: (1) a factor of not more than fifteen per cent (15%) of the Maximum for the current fiscal year or (2) the percentage increase, if any, over the twelve (12) month period ending five (5) months prior to the start of the fiscal year, in the Consumer Price Index, or equivalent, as published by the U.S. Labor Department for the Metropolitan Indianapolis area; such increase shall become effective the first day of the next fiscal year. From and after the first day of the fiscal year immediately following the commencement of assessments, the Maximum Subdivision Assessment may be increased above the amount which can be set by the Board with the assent of two-thirds (2/3) of the votes of the Quorum of Owners of Lots within the Woodcliffe Manor II Properties.

ARTICLE VII

MAINTENANCE

Section 1. Maintenance by Owners. The owner of each Lot shall furnish and be responsible for, at his own expense, all the maintenance, repairs, decorating and replacements within his residence, including the heating and air conditioning system and any partitions and interior walls. He further shall be responsible for the maintenance, repair and

replacement of all windows in his residence and also the doors leading into the residence, and any and all other maintenance, repair, and replacements of the improvements on his Lot unless otherwise provided herein.

To the extent that equipment, facilities and fixtures within any Lot shall be connected to similar equipment, facilities or fixtures affecting or serving other Lots, then the use thereof by the Owner of such Lot shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors of the manager or managing agent for the Association shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to any equipment, facilities or fixtures affecting or serving other Lots.

Section 2. Maintenance of Driveway Easements. The Association shall be responsible for the maintenance, repair and repaving of all Driveway Easements and for the maintenance and repair of any pedestrian walkways or sidewalks constructed or to be constructed within the Properties by Declarant for the benefit of all Owners of Lots.

Section 3. Exterior Maintenance Obligations of Association with Respect to Lots. In addition to maintenance upon the Driveway Easements, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements, lawns, shrubs, trees, trash removal and snow removal from the paved portions of Driveway Easements and front walks. Such exterior maintenance shall not include glass surfaces, doors and doorways, windows, and window frames.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner,

other commercial vehicles, except temporarily or incidentally for the making of pickups and deliveries to neighboring Lots. No velocipedes, bicycles, toys or other private property shall be allowed to obstruct any Driveway Easement, nor shall the same be stored in the open alongside building walls or other locations of public view. Cars, trucks and other vehicles shall not be parked on the paved portion of any Driveway Easement so as to impede access from or to any Lot or public street. No fence, barrier or other obstruction of any kind shall ever be placed or constructed on any Driveway Easement without the prior written consent of the Association and all Owners of Lots appurtenant to such Driveway Easement. Such consent shall not be binding upon any subsequent Owner unless and until a properly executed instrument specifically identifying all Lots concerned shall have been duly filed of record with the Office of the Recorder of Marion County, Indiana.

Section 2. Additional Easement Rights. Declarant further reserves unto itself an easement and the full right, title and authority to relocate, alter or otherwise change the location of any Driveway Easement and to grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility drainage, sewer and similar purposes on or within any Lot or Lots or any portion of the Properties. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, utility and sewer easement, driveway easement, or other easement, license or right-of-way by written instrument, amended Woodcliffe Manor II Plat or amendment to the Woodcliffe Manor II Plat recorded in the Office of the Recorder of Marion County, Indiana and any Owner of any Lot shall take title subject to the rights and easements reserved herein; provided, however, the rights

reserved in this Section 2 shall not be exercised in a manner which unreasonably and adversely affects the improvements located upon any Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress and egress to any Lot. The rights and easements reserved by Declarant in this Section 2 shall run with the land and Declarant's right to further alter or grant easements shall automatically terminate one (1) year after the date upon which Declarant shall have conveyed the last Lot within the Woodcliffe Manor II Properties.

Section 3. Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars, ambulances, etc., and emergency personnel, public and private, over and upon any Lot, Driveway Easement and any pedestrian walkways or sidewalks.

Section 4. Easement for Entryway Sign. Declarant reserves unto itself for so long as it owns any Lot, and thereafter reserves and grants to Association on behalf of the Owners, the right and easement to erect and maintain an entryway sign within the area shown on the Woodcliffe Manor II Plat as a permanent signage and entryway easement and the right and easement to erect and maintain not more than four (4) directional signs upon the Woodcliffe Manor II Properties. Such directional signs shall contain only directional information such as street addresses, shall not be larger than fifteen (15) square feet nor extend more than four (4) feet above grade, and shall be located within ten (10) feet of a street right-of-way.

ARTICLE X

GENERAL PROVISIONS

Section 1. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the

Association, the persons in ownership from time to time of the Lots or other real estate within the Properties and all parties claiming under them and the Department of Metropolitan Development, City of Indianapolis shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

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Section 2. Amendment. This Declaration may be amended or changed at any time by an instrument recorded in the Office of the Recorder of Marion County, Indiana, signed or approved by at least two-thirds (2/3) of the then owners of Lots within the Properties and the Woodcliffe Manor II Properties; provided, however, none of the rights of Declarant reserved hereunder may be amended or changed without Declarant's prior written approval. Declarant reserves the right until June 1, 1982 to amend or change this Declaration by an instrument recorded in the Office of the Recorder of Marion County, Indiana. This Declaration shall run with the land for a period of twenty (20) years from the date of recordation in the Office of the Recorder of Marion County, Indiana, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten (10)-year period it is amended or changed in whole or in part as hereinabove provided. Invalidation of any of the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way affect any of the other provisions hereof, but the same shall remain in full force and effect.

Section 3. Conflicts with Master Declaration. To the extent of any conflict or inconsistency between this

Declaration and the Master Declaration, the terms and provisions of this Declaration shall control as to the Woodcliffe Manor II Properties and the terms and provisions of the Declaration shall control as to the Properties.

Old sec 4 per 82-14179

IN WITNESS WHEREOF, Waterfront Development Co., Inc. has caused this Declaration to be executed this 17th day of December, 1980.

WATERFRONT DEVELOPMENT CO., INC.

BY: W. C. Chance
W. C. Chance, Vice President

ATTEST:
John C. Stark
John C. Stark, Secretary

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public, in and for said County and State, personally appeared W. C. Chance, Vice President, and John C. Stark, Secretary, of Waterfront Development Co., Inc., an Indiana corporation, each of whom, after having been first duly sworn, acknowledged the execution of the foregoing Declaration for and on behalf of said Corporation.

Dated this 17th day of December, 1980.

Nancy Mae Owens
(Notary Public)

Nancy Mae Owens
Printed

My Commission Expires:
March 5, 1982

My County of Residence is:
Marion

This instrument

EXHIBIT "A"

A part of the Southwest and Southeast Quarter of Section 22, Township 16 North, Range 2 East in Marion County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of said Southwest Quarter, thence North $03^{\circ}53'26''$ East along the East line of said Southeast Quarter, 260.08 feet; thence North $86^{\circ}06'34''$ West, 22.00 feet; thence North $41^{\circ}06'34''$ West, 9.90 feet to the North right-of-way of Eagle Valley Pass as described in Instrument #76-47124 in the Office of the Recorder of Marion County, said point also being the point of beginning; thence South $49^{\circ}41'19''$ West, 25.00 feet to a point on the centerline of said Eagle Valley Pass, said point being a non-tangent curve to the right; thence along said curve and centerline an arc distance of 24.54 feet, a chord distance of 24.54 feet, and a chord bearing of North $38^{\circ}06'51''$ West, to the point of curvature of a tangent curve to the left having a central angle of $24^{\circ}05'00''$, a radius of 700.0 feet, a chord of 292.07 feet, and a tangent of 149.32 feet; thence along said curve and centerline an arc distance of 294.23 feet to the point of tangency of said curve, thence North $60^{\circ}00'00''$ West along said centerline 385.36 feet; thence North $30^{\circ}00'00''$ East, and leaving said centerline, 179.00 feet; thence South $60^{\circ}00'00''$ East, 41.84 feet; thence North $30^{\circ}00'00''$ East 163.25 feet; thence South $65^{\circ}00'00''$ East, 174.98 feet; thence South $45^{\circ}45'00''$ East, 110.00 feet; thence South $68^{\circ}45'00''$ East and into said Southeast Quarter, 224.20 feet; thence South $26^{\circ}40'42''$ East, 146.73 feet; thence South $25^{\circ}52'04''$ West, 159.26 feet to the point of curvature of a tangent curve to the left having a central angle of $28^{\circ}56'52''$, a radius of 100.00 feet, a chord of 49.99 feet, and a tangent of 25.81 feet; thence along said curve an arc distance of 50.52 feet; thence North $86^{\circ}06'34''$ West, and into said Southwest Quarter, 47.66 feet; thence South $03^{\circ}53'26''$ West, 115.00 feet to the point of beginning, containing 5.299 acres, more or less.

Subject to all easements and rights-of-way of record.

AMENDMENT TO WESTERN HOMEOWNERS ASSOCIATION, INC.
SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
WOODCLIFFE MANOR II

THIS AMENDMENT to the Western Homeowners Association, Inc. Supplementary Declaration of Covenants, Conditions and Restrictions of Woodcliffe Manor II made on this 15th day of June, 1981, by Waterfront Development Co., Inc., an Indiana corporation (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Declarant desires to amend the Western Homeowners Association, Inc. Supplementary Declaration of Covenants, Conditions and Restrictions of Woodcliffe Manor II executed by Declarant on December 17, 1980 and recorded on December 18, 1980 as Instrument No. 80-81610 in the Office of the Recorder of Marion County, Indiana (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to the provisions of Article X, Section 2 of the Declaration and as owner of at least two-thirds (2/3) of the Lots within the Properties and the Woodcliffe Manor II Properties Declarant has the authority to execute the Amendment:

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Article VI, Section 4, shall be amended by adding the following words and figures in the appropriate blanks:

"Eight Hundred Forty Dollars (\$840.00)".

2. Article VII, Section 3, shall be amended by adding the following paragraph at the end of such Section:

"The Association shall be responsible for maintenance and repair for all sanitary sewer lines (excluding laterals serving only one Lot) within the Woodcliffe Manor II Properties which are not maintained by the appropriate governmental agency. A schematic drawing depicting such lines is attached hereto as Exhibit "A". The Association shall either maintain on site the equipment needed to clean

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such sewer lines or shall have a qualified plumbing contractor on contract or on "standby" service for the cleaning of such lines. The Association shall also be responsible for the maintenance and repair of all water lines (except laterals serving only one Lot) not maintained by the appropriate water utility company. An easement is hereby granted to the Association, its agents, employees and contractors, over the Properties and Woodcliffe Manor II Properties to the extent reasonably necessary for the maintenance and repair of such sewer and water lines."

3. Except as amended hereby the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Waterfront Development Co., Inc. has caused this Declaration to be executed on this 15th day of June, 1981.

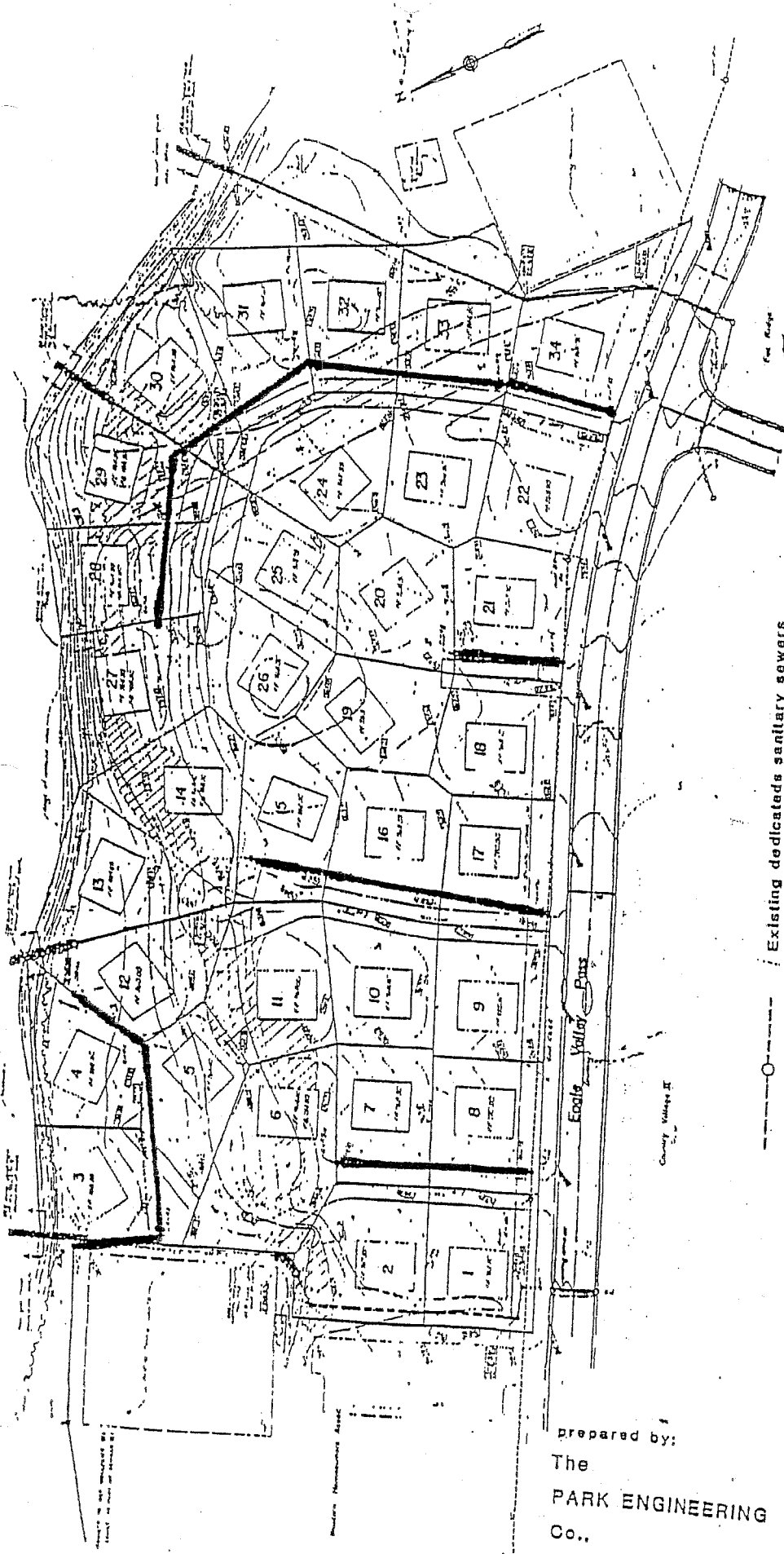
WATERFRONT DEVELOPMENT CO., INC.

By: Charles P. Morgan
Charles P. Morgan, Vice President

ATTEST:
Brady R. Justice, Jr.
Brady R. Justice, Jr.,
Assistant Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Charles P. Morgan and Brady R. Justice, Jr., the Vice President and Assistant Secretary of Waterfront Development Co., Inc., an Indiana corporation, each of whom, after having been duly sworn, acknowledged the execution of the foregoing for and on behalf of said corporation.



Existing dedicated sanitary sewers
 Private sanitary sewer

prepared by:
 The
 PARK ENGINEERING
 Co.,
 Inc.
 Indianapolis, IN

EXHIBIT 'A'

SECOND AMENDMENT TO WESTERN HOMEOWNERS ASSOCIATION, INC.
SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
WOODCLIFFE MANOR II

THIS AMENDMENT to the Western Homeowners Association, Inc. Supplementary Declaration of Covenants, Conditions and Restrictions of Woodcliffe Manor II made on this 24th day of March, 1982, by Waterfront Development Co., Inc., an Indiana corporation (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Declarant desires to amend the Western Homeowners Association, Inc. Supplementary Declaration of Covenants, Conditions and Restrictions of Woodcliffe Manor II executed by Declarant on December 17, 1980 and recorded on December 18, 1980 as Instrument No. 80-81610 in the Office of the Recorder of Marion County, Indiana (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to the provisions of Article X, Section 2 of the Declaration Declarant has the authority to execute the Amendment:

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Article VI, Section 1, shall be amended by the addition of the following sentence as the second sentence in subsection (b):

"Reserves for exterior maintenance of living units may differ for individual units based upon the repair and maintenance expectations for each building or architectural style."

2. Article VI, Section 3, shall be amended by the addition of the following sentence as the second sentence in Section 3:

"In the event living units of substantially different size or model are constructed within the Woodcliffe Manor II Properties, the Subdivision Assessment may be established at uniform rates for each such class of models or sizes

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RECORDER-MARION CO.

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(based upon a pro rata share of cost for maintenance, repair and insurance)."

3. Article VII shall be amended by adding the following new Section 4:

"Section 4. Architectural Control. No building, fence, wall or other structure, except original construction of living units by Declarant or a builder approved by Declarant, shall be commenced, erected or maintained upon the Woodcliffe Manor II Properties, nor shall any exterior addition to or change or alteration therein, other than by the Board of Directors, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval therefor as above provided."

4. Article VIII shall be deleted and the following shall be inserted in lieu thereof:

"ARTICLE VIII

INSURANCE

Section 1. Casualty Insurance. The Association shall purchase a master casualty insurance policy or policies affording fire and extended coverage insurance insuring the Woodcliffe Manor II Properties (which may be purchased in connection with other policies or blanket policies) in an amount consonant with the full replacement value of such improvements including all living units but excluding, as to any Lot and the improvements thereon, all fixtures,

betterments and improvements installed by any Owner and excluding any personal property owned by any Owner whether located on a Lot or elsewhere. If the Association can obtain such coverage for reasonable amounts it shall also obtain "all risk" coverage. The Association shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Association, it may cause such full replacement value to be determined by a qualified appraiser and the cost of any such appraisal shall be included in the monthly maintenance assessment for each Lot on a pro rata basis. Such insurance coverage shall be for the benefit of the Association, each Owner, and, if applicable, the first Mortgagee of each Lot. At the request of any first mortgagee holding an FHA or VA insured mortgage on any Lot, the monthly insurance assessments for any such Lot may be collected and held in escrow by such lender pending the payment of insurance premiums or casualty insurance for such Lot or casualty insurance for such Lot may be purchased separately and a certificate of insurance furnished to the Association.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, its Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms, that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted.

Section 2. Liability Insurance. The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organ of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association, all Owners and all other persons entitled to occupy any Lot.

The Association shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under policies purchased by the Association.

Section 3. Monthly Assessment for Insurance. The premiums for all such insurance hereinabove described shall be paid by the Association and the pro-rata cost thereof shall become a separate monthly assessment to which each Lot conveyed by Declarant shall be subject under the terms and provisions of Article VIII. Each Owner shall prepay to the Association at the time his Lot is conveyed to such Owner an amount equal to thirteen (13) monthly insurance assessments and shall maintain such prepayment account at all times. The Association shall hold such funds in escrow for the payment for the purchase of insurance as herein

provided or shall use such funds to prepay the premiums of the required insurance. If required by applicable state or federal law, such monthly assessments may be collected and held by the first mortgagee of any Lot as provided herein. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner or Mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Association who is required to send notices of meetings of the Association.

Section 4. Distribution to Mortgagee. In no event shall any distribution of proceeds be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance. In such event any remittances shall be to the Owner and his mortgagee jointly.

Section 5. Additional Insurance. Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his personal property, the contents of his residence (including, but not limited to, all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by him) and his personal property stored elsewhere on the Woodcliffe Manor II Properties, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association. Each Owner may obtain casualty insurance at his own expense upon his Lot but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Association. If a

casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Association pursuant to this paragraph due to proration of insurance purchased by an Owner under this paragraph, the Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided.

Section 6. Casualty and Restoration. Damage to or destruction of the Common Area or any living unit covered by the master policy or policies due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance shall be applied for that purpose.

Section 7. Insufficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area or any living units so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a special assessment against all Lots for such deficiency.

For purposes of Section 6 above, repair, reconstruction and restoration shall mean construction or rebuilding of the Common Area or any living units to as near as possible the same condition as it existed immediately prior to the damage or destruction and with the same or similar type of architecture.

Section 8. Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully

completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Woodcliffe Manor II Properties, or, in the discretion of the Board of Directors, may be distributed to the Owners of the Lots affected and their Mortgagees who are the beneficial owners of the fund. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against another Owner for committing willful or malicious damage."

5. Article X, Section 2 shall be deleted and the following shall be inserted in lieu thereof:

"Section 2. Amendment. This Declaration may be amended or changed at any time within twenty (20) years following the date of recordation hereof by an instrument recorded in the Office of the Recorder of Marion County, Indiana, signed by the Association and signed or approved in writing by at least ninety per cent (90%) of the Owners of Lots within the Woodcliffe Manor II Properties; and thereafter, signed or approved in writing by at least seventy-five per cent (75%) of the Owners of Lots; provided, however, none of the rights of Declarant reserved hereunder may be amended or changed without Declarant's prior written approval. This Declaration shall run with the land for a period of twenty (20) years from the date of recordation in the Office of the Recorder of Marion County, Indiana, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten (10)-year period it is amended or changed in whole or in part as hereinabove provided. Invalidation of any of the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way affect any of the other provisions hereof, but the same shall remain in full force and effect. This

Declaration may also be amended by Declarant, if it then has any ownership interest in the Woodcliffe Manor II Properties, at any time within two (2) years after the recordation hereof in order to satisfy the requirements of any of the Federal Mortgage Agencies. Any such amendments shall be recorded and shall be subject to the prior written approval of any of the Federal Mortgage Agencies having an interest in the Woodcliffe Manor II Properties."

6. Article X shall be amended by the addition of the following new Section 4:

"Section 4. HUD Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Department of Housing and Urban Development: annexation of additional properties; dedication of common area (if any); and amendment of this Declaration."

7. Except as amended hereby the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Waterfront Development Co., Inc. has caused this Declaration to be executed on the date first above written.

WATERFRONT DEVELOPMENT CO., INC.

BY: Charles P. Morgan
Charles P. Morgan, Vice President

ATTEST:

Brady R. Justice, Jr.
Brady R. Justice, Jr.,
Assistant Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Charles P. Morgan and Brady R. Justice, Jr., the Vice President and Assistant Secretary of Waterfront Development Co., Inc., an Indiana corporation, each

of whom, after having been duly sworn, acknowledged the execution of the foregoing for and on behalf of said corporation.

Dated this 24th day of March, 1982.

Cynthia Matson Adams
(Cynthia Matson Adams) Notary Public

My Commission Expires:

12/5/83

My County of Residence is:

Maine

This Instrument was prepared by John W. Van Buskirk, Attorney.

THIRD AMENDMENT TO WESTERN HOMEOWNERS ASSOCIATION, INC.
SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WOODCLIFFE MANOR II

THIS THIRD AMENDMENT TO THE WESTERN HOMEOWNERS ASSOCIATION, INC. SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WOODCLIFFE MANOR II ("Amendment") is made as of this 5th day of June, 2000, by WESTERN HOMEOWNERS ASSOCIATION, INC., an Indiana Corporation, on behalf of the Owners of Property in Woodcliffe Manor II,

WITNESSETH

WHEREAS, the original Western Homeowners Association, Inc. Supplementary Declaration of Covenants, Conditions, and Restrictions of Woodcliffe Manor II was executed on December 17, 1980, by the Declarant, Waterfront Development Company, Inc. and recorded on December 18, 1980 in as Instrument No. 80-81610 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Western Homeowners Association, Inc. Supplementary Declaration of Covenants, Conditions, and Restrictions of Woodcliffe Manor II was amended by the Second Amendment to Western Homeowners Association, Inc. Supplementary Declaration of Covenants, Conditions, and Restrictions of Woodcliffe Manor II dated March 24, 1982 and recorded on March 24, 1982 as Instrument No. 82-14179 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Article X, Section 2 permits the amendment of the Western Homeowners Association, Inc. Supplementary Declaration of Covenants, Conditions and Restrictions of Woodcliffe Manor II by an Instrument signed or approved by not less than two-thirds (2/3) of the Owners of Lots; and

WHEREAS, the Board of Directors of Western Homeowners Association, Inc. have reviewed and affirmed the following Third Amendment to the Western Homeowners Association, Inc. Supplementary Declaration of Covenants, Conditions and Restrictions of Woodcliffe Manor II, which was evidenced by an Instrument signed by in excess of two-thirds (2/3) of the Owners of Lots in Woodcliffe Manor II.

NOW THEREFORE, pursuant to the foregoing, Western Homeowners Association, Inc. hereby amends the Declaration as follows:

Article V is amended by adding a new Section 10 which reads as follows:

Section 10. Rental Restrictions.

(a) Limit on Number of Leased Lots. In order to insure that the residents within Woodcliffe Manor II share the same proprietary interest in and respect for the Lots and the Common Areas, no more than four (4) Lots, at any given time, may be leased or rented for exclusive occupancy by one or more non-owner tenants. For purposes of this Section 10(a), a Lot is exclusively occupied by one or more non-owner tenants, if the Owner of the Lot does not also correspondingly occupy the Lot as his/her principal place of residence. Prior to the execution of any lease, and in addition to the requirements set forth in this Section 10(a), the Owner must notify the Board of Directors or the Managing Agent as to the Owner's intent to lease his/her Lot. After receiving such notice, the Board of Directors or the Managing Agent shall advise the Owner if the Lot may be leased or whether the maximum number of Lots within Woodcliffe Manor II is currently being leased. If the maximum number of Lots is already being leased, the Board of Directors or the Managing Agent shall place the Owner on the waiting list in priority order based on the date of notice from the Owner, and shall notify the Owner of that Owner's position on the waiting list. When an existing non-owner occupant vacates a Lot, the Owner of that Lot shall immediately notify the Board of Directors or Managing Agent of such fact and that Lot cannot be re-rented or leased until all prior Owners on the waiting list, if any, have had a chance to rent or lease their Lots. An Owner on the waiting list who obtains the opportunity to rent or lease his/her Lot, must present an executed lease to the Board of Directors or to the Managing Agent, within thirty (30) days of the date of notice that he/she may rent or lease the Lot, or that Owner will forfeit his/her position on the waiting list. The Board of Directors may, in its discretion, grant an exception, for not more than one (1) year at a time, to the limit provided in this paragraph, to an Owner that the Board determines is actively and in good faith trying to sell his/her Lot.

(b) General Lease Conditions. All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board of Directors. No portion of any Lot other than the entire Lot may be leased for any period. No subleasing is permitted. No Owner will be permitted to lease or rent his/her Lot, if the Owner is delinquent in paying any assessments or other charges due to the Association at the time the lease is entered. All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration, By-laws and any rules and regulations promulgated by the Board of Directors, as amended, to the same extent as if the tenant were an Owner and a member of the Association; and shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Lot. The Owner shall supply copies of the Declaration, By-laws and rules and regulations to the tenant prior to the effective date of the lease. In addition, the Board of Directors shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing.

(c) Six Month Waiting Period. In addition to all other provisions, for a period of at least six (6) months after an Owner's acquisition of a Lot, the Owner cannot rent or lease that Lot for exclusive occupancy by one or more non-owner tenants. After such time, said Lot will be eligible to be leased if all other conditions are satisfied. In the case of the transfer of ownership of a Lot which was properly leased under these rules by the previous Owner, the new Owner can continue with such lease only to finish the then current term of not more than one (1) year. When that term ends, the Owner, if he/she wants to lease his/her Lot, must meet all requirements the same as other Owners who are not exempted.

(d) Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his/her responsibility to the Association and the other Owners for compliance with the provisions of the Declaration, By-laws and any rules and regulations promulgated by the Board of Directors, or from the Owner's liability to the Association for payments of assessments.

(e) Approval of Form of Lease. Any Owner desiring to enter into a lease for his/her Lot shall submit the form of the proposed lease to the Board of Directors (which form need not include the identity of the tenant or the rental amount) for review for compliance with the requirements of this Section 10(a). The Board of Directors may employ an attorney in connection with any such review, and a reasonable fee may be charged to the applicant to offset the expense so incurred. In the event the Board fails to approve or disapprove the form of the lease within thirty (30) days after submission by the applicant, the form of the lease shall be deemed approved. A copy of each executed lease by an Owner (which may have the rental amount deleted) shall be provided to the Board of Directors by the Owner within thirty (30) days after execution.

(f) Violations. If any Owner leases or rents his/her Lot in violation of the provisions of this Section 10(a), the Association may bring a legal action to enjoin the improper conduct and in addition, the Owner will be assessed a penalty of \$50 for each day that the violation continues. The penalty, if not paid will be secured by a continuing lien upon the property against which the assessment is made and may be collected by the Association in the manner provided in the Declaration for the collection of other assessments or charges.

(g) Effective Date of Lease Conditions. These leasing restrictions shall not apply to any Lot of an Owner who, at the time of recording this provision, is renting or leasing said Lot for exclusive occupancy by one or more non-owner tenants, so long as such Lot continues to be owned by the same owner and is not occupied as a residence by such Owner. In order for this exception to apply, said Owner must deliver a copy of the executed lease which is in effect at the time to the Board of Directors within thirty (30) days after the recording of this document and shall furnish a copy of any subsequent lease within thirty (30) days after its execution. Such copy may have the rental amount deleted. Failure of such an Owner to timely deliver a copy of any such lease to the Board shall result in said Owner's Lot being subject to these restrictions. However, in this latter circumstance, these restrictions shall not apply to any lease executed prior to the effective date of these restrictions or to any renewals thereof provided in such lease so long as the occupants remain the same. Any Lot which falls under the exception of this paragraph shall, nevertheless, be counted as one of the four (4) maximum Lots that may be rented at any given time even though such maximum does not apply to restrict such excepted Lot.

(h) Institutional Mortgages. The provisions set forth shall not apply to any institutional mortgage holder of any Lot which comes into possession of the mortgage holder by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement or deed in lieu of foreclosure.

IN WITNESS WHEREOF, Western Homeowners Association, Inc. has executed this Third Amendment as of the date first written above.

WESTERN HOMEOWNERS ASSOCIATION, INC.

By: James J. Medenwald
Jim Medenwald, President

Attest:

Terry Grabbe
Terry Grabbe, Secretary - Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Jim Medenwald, President of Western Homeowners Association, Inc. and Terry Grabbe, Secretary-Treasurer of Western Homeowners Association, Inc. who acknowledged the execution of the foregoing Third Amendment to Western Homeowners Association, Inc. Supplementary Declaration of Covenants, Conditions and Restrictions of Woodcliffe Manor II.

WITNESS my hand and notarial seal this 20th day of JUNE, 2000.

My Commission Expires:

9/20/00

Jeffrey C. Price
Notary Public

JEFFREY C. PRICE
Printed

Residing in MARION
County, Indiana

This instrument prepared by Stephen R. Buschmann, Attorney at Law, THRASHER BUSCHMANN GRIFFITH & VOELKEL, P.C., Market Square Center, Suite 1900, 151 North Delaware Street, Indianapolis, Indiana 46204