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**RESTRICTIVE COVENANTS  
OF  
ASHTON PARKE VILLAGE**

We, the undersigned Retirement Communities Inc., owner of the real estate shown and described herein do hereby lay off, plat and subdivide said real estate in accordance with the herein plat.

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

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

1. Each lot shall be divided into separately designated tracts and each tract shall be conveyed as a separately designated legally described freehold estate, subject to the terms, conditions and provisions set forth in these covenants. The tracts shall be delineated and described as a metes and bounds part of the lot of which it is a part, done at such time as the dwellings are complete enough to establish the relationship of the party wall to the lots perimeter.
2. Lots designated in the plat of Ashton Parke Village are hereby reserved for attached, single-family residential use and will have erected thereon dwellings which shall have walls which shall share a common foundation with a similar single-family dwelling except for lot # 3 which will have only one single family dwelling. The two separate walls of the individual separate dwellings which are built on the one common foundation shall hereinafter be referred to as "Common Wall". The Common Wall shall become a part of the common lot lines between the two lots. Each wall which is built as a part of the original construction of the dwelling units shall constitute a Common Wall, and to the extent not inconsistent with this declaration, the general rules of law regarding Common Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Hereafter, the terms common wall and party wall shall be used interchangeably.
3. The division wall between any tract described herein and the tract immediately adjoining it shall be a common wall or party wall and the adjoining landowners shall have cross easements in the wall, and the wall shall be used for the joint purposes of the building separated by it.
4. Should the common wall or party wall, at any time while in use by both parties as aforesaid, be injured by any cause other than the act or omission of either party, the wall shall be repaired or rebuilt as their joint expense, provided that any sum received from insurance

against such injury or destruction shall be first applied to such repair or restoration. Should this common wall be injured by the act or omission of either party, the wall shall be repaired or rebuilt at the expense of the party deemed responsible for the aforesaid act or omission.

5. This common wall covenant and the covenants herein contained, shall run with both parcels of land utilizing the common wall, but shall not operate to convey to either party the fee to any part of the land owned or to be acquired by the other party, the creation or rights to a common wall being the sole purpose hereof.

6. No building or other structure shall be erected, placed upon, altered, or repainted on any lot in this subdivision until building plans, specifications, plot plans, and color schemes are approved as to conformity and harmony of external design and color scheme with existing structures within the subdivision, and as to the building with respect to topography and finished ground elevation, by a building committee composed of Michael D. Smith and Rhoda Piepenbrok or by their successors. In the event of the death, disability, or resignation of any member of said committee, any remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plan submitted to it for its approval within a period of thirty (30) days from the submission date of the same, the owner may proceed then with the building according to the plans submitted, without approval. Neither the building committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. Upon the death, disability or resignation of all the original members of the building committee, the owners of the lots, by a majority, shall elect a new building committee for the purpose set forth in these covenants.

7. It is expressly understood that the building committee may make assessments to cover any costs incurred in enforcing these covenants, or in undertaking any maintenance or other activity which is a responsibility of a lot owner, but which such lot owner has not undertaken as required hereunder. Any such assessment shall be assessed only against those lot owners whose failure to comply with the requirements of these covenants has necessitated the action to enforce these covenants or the undertaking of the maintenance, or other activity.

8. Upon the transfer of ownership of all platted lots, Retirement Communities Inc., will cause, to be incorporated under the laws of the State of Indiana, a non-profit corporation, hereinafter "Association", as such agency for the purpose of ownership and maintenance of all common areas as designated on the recorded plat; to assume the rights and duties of the Building Committee as specified in the recorded covenants, and administer and enforce said covenants, disbursing the assessments and charges imposed and created hereby and hereunder or by and under any other agreement to which the property may at any time be subject, and promoting the health, safety and welfare of the owners of the property, and all parts thereof and that said Association shall have the power to establish bylaws, duly recorded in the Office of the Recorder, Johnson County, Indiana, establishing procedures and rules for the efficient execution of these recorded covenants. Upon incorporation, all lot owners are automatically and immediately members of the Association.

9. Each owner of a lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay assessments as the same become due in a manner herein provided. All such assessments, together with the interests thereon and costs of collection thereof as herein provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made until paid in full. Such assessments shall also be a personal obligation of the owner of the lot at the time when the assessment became due and payable. Any assessment not paid within thirty (30) days after the date the same became due and payable, shall bear interest from the due date at a percentage rate not greater than twelve per cent (12 %) per annum. The building committee, or any member thereof, shall be entitled to institute in any court of competent jurisdiction such procedures, at law or in equity, by foreclosure or otherwise, to collect the delinquent assessment, plus any expenses or costs, including attorney fees, incurred by the building committee. If the building committee has provided for collection of any assessment in installments, upon default in the payment of any one or more installments, the building committee may accelerate payment and declare the entire balance of said assessment due and payable in full. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage covering such lot and to any valid tax or special assessment lien on such lot in favor of any governmental taxing or assessing authority. Sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. The building committee shall, upon demand, at any time, furnish a certificate in writing, signed by a member of the building committee, that the assessments on a lot have been paid, or that certain assessments remain unpaid, as the case may be. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid. Any easement granted herein or any property shown on the within easement granted herein or property shown on the within plat as dedicated and intended for acceptance by the local public authority and devoted for public use shall be exempt from the assessments, charge and lien created herein.

10. The pond/detention area shown on the plat (hereinafter "Pond") shall be included as Common Areas as referenced herein, to be maintained and controlled by the Association.

11. The Association shall be jointly responsible with the Ashton Parke Homeowners Association for formulating rules and regulations pertaining to the usage of the Pond as well as creating an annual budget to assure adequate maintenance, upkeep and repair of the Pond property. Costs of said budget shall be shared equally by both Associations.

12. Access to the Pond is restricted to that available from the Streets within Ashton Parke, and/or Ashton Parke Village and access through any Half-Lot is strictly prohibited.

13. The Pond may be used only in the manner authorized by the Association.

14. The Pond shall be available for the exclusive use of the Owners and guests of the Owners who are accompanied by Owners.

15. No privately owned property of any kind shall be allowed to remain within the Pond area except when the Owner of such property is present.
16. No docks or piers will be allowed except those which may be authorized by, constructed, owned, and operated by the Association.
17. No Owner or third party shall do or permit another to do any act which could result in pollution of the Pond, diversion of any water, raise the elevation of the water, significantly disturb the earth or the embankment of the Pond area, or any other conduct which could result in an adverse effect upon the water quality, embankment and adjacent property, drainage, or any other general condition of the Pond.
18. The Association, on behalf of the Owners, or the City of Greenwood shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of any damage caused to the Pond or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to cost, together with reasonable attorneys' fees.
19. Lots are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three, as shown on the plat, which are reserved for the use of lot owners, public utility companies, and governmental agencies as follows: (A) Drainage Easements (D.E.) are created to provide paths and courses for area and local storm drainage, either over land or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of each land owner to maintain the drainage across his or her lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the waterflow. Said areas are subject to construction or reconstruction to any extent, necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision. Said easements are for mutual use and benefits of the owners of all lots in the addition and are a servitude upon such land for the benefit of the owners of other land included with Ashton Parke Village, affected by such use. (B) Sewer Easements (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system designated to serve the addition for the purpose of installation and maintenance of sewers that are a part of said system. Each owner of a lot must connect with any public sanitary sewer available. (C) Utility Easements (U.E.) are created for the use of public utility companies, not including transportation companies, for the installation, maintenance, repair and replacement of mains, ducts, poles, lines and wires, meters, and meter boxes. All such easements include the right of reasonable ingress and egress for the exercise of the rights, including reading of the meters. No structure, including fences, shall be built on any drainage, sewer, or utility easement. (D) Landscape Easements (L.E.) are created to maintain landscaping.
20. Walk easements (W.E.) are hereby established as set forth on the recorded plat for the purpose of construction and maintenance of sidewalks to allow public passage therein.

21. Front building lines (B.L.) are hereby established, between which lines and the front property lines, no permanent or other structure, other than drives, shall be erected and maintained. Side and rear building lines are established in accordance with the zoning ordinances applicable to the subdivision and variances therefrom as may have been granted by the Greenwood Plan Commission or Greenwood Board of Zoning Appeals.
22. No fence, wall, hedge, or shrub planting which obstructs sight 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 rounded property corner, from the intersection of the street lines extended. The same sightline 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 tree 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. No fence shall be erected on or along any lot line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonable so as to enclose the property and decorate the same without hindrance or obstruction to any other property.
23. It shall be the responsibility of the owner of any lot or parcel of land within the plat to comply at all times with the provisions of the drainage plan as approved for this plat by the Plan Commission of the City of Greenwood and the Johnson County Drainage Board and the requirements of all drainage permits for the plat issued by those agencies.
24. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tilled or otherwise changed without the written permission of the Greenwood Board of Works. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Board of Works.
25. Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given ten days notice by certified mail to repair said damage, after which time, if no action is taken, the Board of Works will cause repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property.
26. All residence construction within the subdivision shall have attached garages. All driveways shall be hard surfaced with either concrete or asphalt. Any changes and alterations of structures or driveways are subject to building committee approval.
27. No trailers, shacks or outhouses of any kind shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.

28. No farm animals, fowls, or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision.
29. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
30. No private, or semi-private water supply or sewage disposal system, may be located upon any lot in this subdivision which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located or constructed on any lot or lots herein, except as approved by said health authority.
31. The repair or storage of inoperative motor vehicles, or material alteration of motor vehicles shall not be permitted on any lot, unless entirely within garage permitted to be constructed by these covenants.
32. No school, preschool, day-care facility, church or similar institution of any kind shall be maintained, conducted or operated upon any lot.
33. No exterior lighting shall be directed outside the boundaries of any lot, nor shall any lighting be used which constitutes more than normal convenience lighting, unless the same is approved by the building committee.
34. All laundry shall be dried on a special drying apparatus in the form of a folding rack or umbrella which shall be placed at the rear of each lot. Clotheslines shall not be strung or hung between trees and shrubbery on any lot.
35. No signs of any nature, including for sale or for rent signs, or other advertisement, shall be displayed on any lot, right-of-way or any part of the subdivision, except as approved by the building committee, or as used by the undersigned, and its agents in the development of the properties and the maintenance thereof during such development.
36. All television or other antennas shall be affixed to improvements located on the respective lot involved. No freestanding antennas for any purpose shall be permitted unless approved by the building committee.
37. Owners shall not dump any trash, waste, refuse or other objectionable matter upon any lot, easement or common area within the properties. All trash, garbage and refuse stored on any lot shall be stored in covered receptacles. Owners must provide approved receptacles for garbage and trash. There shall be no burning of trash and no open fires except fires in an approved grill or fire ring. All open fires are prohibited unless written approval is obtained from the building committee.

38. No campers, motor home, truck, trailer or boat may be stored on any lot in open public view.
39. Lot owner shall not permit the growth of weeds and voluntary trees and bushes, and shall keep their lot reasonably clear from unsightly growth at all times. Failure to comply shall warrant the building committee to cut weeds and clear the lot of such growth at the expense of the lot owner, and the building committee shall have a lien against said real estate for the expense thereof.
40. Owners shall be prohibited from removing, altering, substituting or otherwise disturbing the mailboxes installed by Declarant as part of the initial development of Ashton Parke Village. Owners shall be responsible to keep the mailboxes in a good state of repair and in the form it was originally constructed.
41. Owners shall be prohibited from removing, altering, substituting, or otherwise disturbing the yard lights, operated by photoelectric cells, installed as part of the initial development of Ashton Parke Village. Owners shall be responsible to keep the yard lights in the form in which they were originally installed, functional at all times and in a state of good repair.
42. Unless a delay is caused by strikes, war, court injunction or acts of God, the exterior of any dwelling or structure built upon any lot shall be completed with one (1) year after the date of commencement of the building process, after which time, the building committee may re-enter, take possession of said lot, without notice, sell the same together with improvements; and after payment of liens and expenses, pay the balance of the sale proceeds to the Owner of said lot at the time of sale.
43. In the event of a dispute or controversy as to any matter within or arising out of these covenants, such dispute or controversy shall be submitted to the arbitration of the building committee, and the arbitration of such matters shall be an express condition precedent to any legal or equitable action or proceeding of any nature whatsoever.
44. The right of enforcement of each of the foregoing restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to owners, their heirs and personal representatives, their successors or assigns, who are entitled to such relief without being required to show any damage of any kind to the building committee, or to any other owner or owners. The right of enforcement of the covenants is hereby also granted to the Plan Commission of the City of Greenwood, its successors or assigns.
45. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions, or conditions herein, it shall be lawful for any other person owning any real property situated in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

46. The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025 at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the building sites covered by these covenants, it is agreed to change such covenants in whole or in part. The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the lots subject to such restrictions. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph, and recorded in the Johnson County Recorder's Office.

47. Invalidation of any of these covenants and restrictions or any part thereof by judgment or court order shall not affect or render the remainder of said covenants and restrictions invalid or inoperative.

48. All dwelling units must be occupied by at least one person in the family who is 55 years of age or older and no individuals under the age of 18 are allowed to reside in any dwelling.

WITNESS OUR HANDS AND SEAL THIS 2<sup>nd</sup> DAY OF NOVEMBER, 1995.



Michael D. Smith  
Michael D. Smith, President  
Retirement Communities Inc.

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF JOHNSON )

Subscribed and sworn before me, a Notary Public in and for said County and State, this 2<sup>nd</sup> day of NOVEMBER, 1995.

My Commission expires:

03-12-97

Linda K. Fox  
Notary Public-Signature



My county of residence:

Marion

Linda K. Fox  
Notary Public-Printed

PREPARED BY MICHAEL SMITH



# ASHTON

# PL JOHN

I, NORMAN H. HISELMAN, HEREBY CERTIFY THAT I AM A LAND SURVEYOR REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA; AND I DO HEREBY FURTHER CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED REAL ESTATE AND THAT I HAVE SUBDIVIDED THE SAME INTO BLOCKS AND LOTS AS SHOWN ON THE HEREIN DRAWN PLAT. THIS PLAT CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION OF A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 13 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN IN JOHNSON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE EAST HALF OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1273.71 FEET ALONG THE EAST LINE OF SAID HALF QUARTER SECTION; THENCE SOUTH 90 DEGREES 00 SECONDS MINUTES 00 PERPENDICULAR TO SAID EAST LINE OF SAID HALF QUARTER SECTION 331.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 356.81 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 24 SECONDS EAST, 748.74 FEET PARALLEL WITH THE WEST LINE OF SAID HALF QUARTER SECTION, TO A POINT ON THE SOUTH LINE OF SAID HALF QUARTER SECTION; THENCE NORTH 88 DEGREES 44 MINUTES 35 SECONDS EAST, 353.14 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 740.97 FEET TO THE POINT OF BEGINNING OF THE DESCRIPTION, CONTAINING 6.086 ACRES, MORE OR LESS SUBJECT TO ALL HIGHWAYS, RIGHTS-OF-WAY AND EASEMENTS.

THIS SUBDIVISION CONTAINS NINETEEN (19) LOTS NUMBERED ONE (1) THROUGH NINETEEN (19) INCLUSIVE, TOGETHER WITH STREETS, RIGHTS OF WAYS AND EASEMENTS AS SHOWN ON THE PLAT HEREWITH. ERROR OF CLOSURE OF THE BOUNDARY SURVEY IS NOT MORE THAN ONE FOOT. ALL MONUMENTS SHOWN HEREON WILL EXIST, AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN; AND THAT THE COMPUTED IN TEN THOUSAND; AND THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF THE SUBDIVISION ORDINANCE. THE SIZE OF LOTS AND WIDTH OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

WITNESS MY HAND AND SEAL THIS 13<sup>th</sup> DAY OF OCTOBER 1995.

  
 \_\_\_\_\_  
 NORMAN H. HISELMAN  
 REG. LAND SURVEYOR #880042



1. THE UNDERSIGNED COMMUNITIES, INC., AS SHOWN AND DESCRIBED DEDICATE SAID DESIGN ACCORDANCE WITH ON THE ATTACHED THAT ALL OF THE LOTS SHALL BE SUBJECT TO SHALL BE CONSIDERED WITH THE LAND, WITH

- 1.) THIS SUBDIVISION PARKE VIA INDIANA AP ONLY. AND NOT PUBLIC.
- 2.) THE STREETS CONSTRUCTED DEDICATED TO GOVERNMENT.
- 3.) THE STRIPS OF DRAINAGE THE USE OF WATER MAIN FACILITIES AND TO OTHER STRIPS OF STRIPS OF SHALL TAKE PUBLIC UTILITIES LOTS IN THE
- 4.) THERE ARE LANDSCAPE HEREBY RESERVED COMPANIES FOR THE DRAINS, DRAINAGE LANDSCAPE HOMEOWNERS SHALL TAKE CREATED, BY AUTHORITY.
- 5.) THE STRIPS OF SANITARY (S.S.D.&U.E) UTILITIES DUCTS, LOTS STRIPS ARE INSTALLATION APPURTENANCES AUTHORITIES PERMANENTLY MAINTAINED THIS SUBDIVISION RIGHTS OF OWNERS OF
- 6.) THE STRIPS OF MAINTENANCE ARE RESEAL INSTALLATION AND DRAIN FOR THE MAINTENANCE AS SPECIFIED AND RESTITUTION ASHTON PARK AT ALL TIMES HEREIN REFERRED TO

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Johnson County Recorder  
Sue Anne Malsiniac Recorder  
File 2005-015779

**FIRST AMENDMENT**  
**To The**  
**RESTRICTIVE COVENANTS**  
**OF**  
**ASHTON PARKE VILLAGE**

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**CROSS REFERENCE**

Final Plat for Ashton Parke Village (Instrument #95020455)

Restrictive Covenants of Ashton Parke Village (Instrument #95020456)

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COMES NOW the Ashton Parke Village Homeowners Association, Inc., by its Board of Directors, on this 20<sup>th</sup> day of June, 2005, and states as follows:

**WITNESSETH THAT:**

- A. WHEREAS, the residential community in Greenwood, Johnson County, Indiana commonly known as Ashton Parke Village was established upon the recording of certain Plats with the Office of the Recorder for Johnson County, Indiana; and
- B. WHEREAS, the Final Plat for Ashton Parke Village was filed with the Office of the Johnson County Recorder on November 3, 1995, in Plat Book C, Page 738 A & B, as Instrument # 95020455; and
- C. WHEREAS, the foregoing Plat contain Covenants which run with the land, namely the Restrictive Covenants of Ashton Parke Village, recorded in the office of the Johnson County Recorder on November 3, 1995, as Instrument # 95020456, which state that by taking a deed to any Lot as set forth on any of the above listed Plat for the Ashton Parke Village, each owner will become a mandatory member of the Ashton Parke Village Homeowners Association, Inc., an Indiana nonprofit corporation (hereinafter "Association"); and

CHICAGO TITLE

- D. WHEREAS, the Association was incorporated pursuant to the above listed Restrictive Covenants as a non-profit corporation pursuant to Articles of Incorporation filed with, and approved by, the Indiana Secretary of State on December 29, 1998; and
- E. WHEREAS, the residents of the Ashton Parke Village desired to amend the above listed Restrictive Covenants, to add a rental restriction on the Lots and/or Units in the development; and
- F. WHEREAS, Section 46 of the Restrictive Covenants specifically allows the provisions contained in the Covenants to be amended upon an affirmative vote of at least two-thirds of all Owners; and
- G. WHEREAS, after notice was duly given, the Annual Meeting of all Owners of Lots and/or Units in the Ashton Parke Village was held on May 27, 2005, for the purpose of considering and discussing this amendment to add Section 49 to the Restrictive Covenants; and
- H. WHEREAS, after said Annual Meeting, the Owners, representing two-thirds or more of the homes in the Ashton Parke Village voted in favor of and executed this document to approve the Amendment set forth herein; and
- I. WHEREAS, attached to this document and marked as "Exhibit A" is all ballots and proxies cast by the Owners who voted in regard to this amendment;

NOW, THEREFORE, the undersigned officer of the Ashton Parke Village Homeowners Association's Board of Directors gives notice of the following:

1. That the First Amendment to the Restrictive Covenants of Ashton Parke Village that is contained herein is a true and accurate copy of the amendment voted on and approved by the residents of Ashton Parke Village on May 27, 2005; and
2. That said Restrictive Covenants, including this amendment, is binding upon the Association and all owners and residents within Ashton Parke Village; and
3. That said approved and adopted First Amendment to the Restrictive Covenants of Ashton Parke Village reads as follows:



CHICAGO TITLE

Section 49. Rental Restriction.

Lots and/or Units in Ashton Parke Village sold or transferred in title after the date this covenant amendment is recorded with the Johnson County Recorder's Office shall be owner-occupied only and shall not be rented or leased to any party.

Owners of Lots and/or Units in Ashton Parke Village who are renting or leasing their Lot(s) and/or Unit(s) prior to the date this amendment is recorded may continue to rent or lease the Lot(s) and/or Unit(s) so long as they own the Lot and/or Unit, but only if the following requirements are met:

- (i) All rental or lease agreements executed after the date this amendment is recorded must be for a minimum of six (6) months and may not be for a period longer than one (1) year unless approved by the Board in writing;
- (ii) All rental or lease agreements shall be in writing and a copy of each lease agreement shall be provided to the Board within thirty (30) days of said agreement being executed;
- (iii) All rental or lease agreements shall contain a provision stating that the renter or tenant has been advised of or provided a copy of the Declaration of Covenants and Restrictions, the Bylaws, the Articles of Incorporation, the Handbook, and all other applicable rules and regulations for Ashton Parke Village and has been informed they must follow these covenants, rules and regulations the same as any other Lot and/or Unit Owner in Ashton Parke Village;
- (iv) All rental or lease agreements shall contain a statement that the Lot and/or Unit Owner of the property understands and acknowledges that any violation of the covenants, rules or regulations, including the failure to pay assessments, shall be the ultimate responsibility of the Lot and/or Unit Owner.

Owners of Lots and/or Units in Ashton Parke Village who are renting or leasing their Lot(s) and/or Unit(s) prior to the date this amendment is recorded but stop using the Lot and/or Unit as a rental after the date this amendment is recorded may not rent or lease their Lot and/or Unit again in the future, so that once a Lot and/or Unit becomes Owner-occupied after the date this amendment is recorded, it must thereafter remain Owner-occupied.

Lots and/or Units in Ashton Parke Village that are Owner-occupied and not being rented or leased as of the date this amendment is recorded cannot thereafter be rented, leased, sold on contract, rented to own, or transferred by other similar agreement and must remain Owner-occupied only.

The Board may approve an exception to any or all of the above requirements only if so requested or petitioned in writing by the Lot and/or Unit Owner. Such petition must set forth the reasons said exception is being requested and the terms, if applicable, of said exception. The Board may request further information regarding the petition or may seek modification of the terms of said petition before entering a ruling on the petition. Whether a petition for exception will be granted lies solely within the discretion and authority of the Board. The Board has thirty (30) days from the date of being petitioned to make a ruling on the request. If the Board does not rule on the petition within that time period, then the request is automatically deemed denied.

IN WITNESS WHEREOF, the undersigned submit and file this First Amendment to the Restrictive Covenants, of Ashton Parke Village this 20<sup>th</sup> day of June, 2005.

ASHTON PARKE VILLAGE HOMEOWNERS ASSOCIATION, INC.

Mary E. Schmidt  
Mary E. Schmidt, President  
Barbara J. Kendall  
Barbara J. Kendall, Secretary

STATE OF INDIANA )  
 )SS:  
COUNTY OF Johnson )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mary E. Schmidt and Barbara J. Kendall, who, having been duly sworn, under the penalties of perjury, stated that they are on the Board of Directors of Ashton Parke Village Homeowners Association, Inc., an Indiana Non-Profit Corporation, who acknowledge the execution of the foregoing for and on behalf of said corporation pursuant to the authority granted to the Board by the corporate Articles of Incorporation, and who, having been duly sworn, stated that representations contained herein are true.

Witness my hand and Notarial Seal this 20<sup>th</sup> day of June, 2005.

My Commission Expires:

Shell S. Anderson  
Notary Public Seal State of Indiana  
County of Johnson  
My Appl Expires 11/26/12

Shelli S. Anderson  
Signature  
Shelli S. Anderson  
Printed

**This document was prepared by:** SCOTT A. TANNER, Attorney at Law  
435 East Main Street, Suite M-1  
Greenwood, IN 46143  
(317) 884-0787  
(317) 884-0785 (fax)

CHICAGO TITLE

# “Exhibit A”

To

**FIRST AMENDMENT**  
**To The**  
**RESTRICTIVE COVENANTS**  
**OF**  
**ASHTON PARKE VILLAGE**

Includes:

ALL BALLOTS AND PROXIES  
CAST BY THE OWNERS  
WHO VOTED IN REGARD TO  
THIS AMENDMENT

CHICAGO TITLE

# PROXY & BALLOT

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

The undersigned hereby gives my/our proxy to the Secretary of the Association or \_\_\_\_\_ to vote at the community membership meeting to be held at the Johnson County Public Library, White River Branch, 1664 Library Blvd., Greenwood, IN 46142, on Friday, May 27, 2005, at 2:00 p.m. and any adjournments, continuations or postponements thereof. Authority is hereby given to the proxy holder to cast my vote in the following manner:

- 1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES

NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

5-27-05  
Date

Bobbie Lee Burton  
Signature

Bobbie Lee Burton  
Printed Name

955 Village Circle VR  
Address or Lot Number

STATE OF INDIANA )

)SS:

COUNTY OF Johnson )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bobbie Lee Burton, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 27 day of May, 2005.

My Commission Expires:



Scott A. Tanner  
Signature

Scott A. Tanner  
Printed

# PROXY & BALLOT

(Limited Proxy)

TO: Barbara Kendall, Secretary  
 Ashton Parke Village Homeowners Assoc., Inc.  
 P.O. Box 1517  
 Greenwood, IN 46142

For Questions, Call:  
 (317) 889-6105

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- 1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES                       NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

5-27-05  
 Date

Carole S. Steele  
 Signature

CAROLE S. STEELE  
 Printed Name

1033 VILLAGE CIRCLE DR  
 Address or Lot Number

STATE OF INDIANA )  
 )SS:  
 COUNTY OF Johnson )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carole S. Steele, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 27 day of May, 2005.

My Commission Expires:  
 Scott A. Tanner  
 Notary Public Seal State of Indiana  
 Johnson County  
 My Commission Expires 11/18/12

Scott A. Tanner  
 Signature

Scott A. Tanner  
 Printed



# PROXY & BALLOT

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

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- 1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES       NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

5-27-05  
Date

Lois W. Paugh  
Signature

Lois W. PAUGH - LIVING TRUST  
Printed Name

904 VILLAGE CIR DR  
Address or Lot Number

STATE OF INDIANA )  
  )SS:  
COUNTY OF Johnson )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lois W. Paugh, on behalf of Lois W. Paugh Living Trust, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 27 day of May, 2005.

My Commission Expires:

[Signature]  
Signature

Scott A. Tanner  
Printed



# PROXY & BALLOT

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

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- 1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES       NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

5-27-05  
Date

Mary E Schmidt  
Signature

MARY E. Schmidt  
Printed Name

988 Village Circle Dr.  
Address or Lot Number

STATE OF INDIANA )

COUNTY OF Johnson )

Notary Public

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mary E. Schmidt, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 27 day of May, 2005.

My Commission Expires:

Scott A Tanner  
Notary Public, State of Indiana  
Johnson County  
County Seal Expires 1/1/12

Scott A. Tanner  
Signature

Scott A. Tanner  
Printed

**PROXY & BALLOT**

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

The undersigned hereby gives my/our proxy to the Secretary of the Association or \_\_\_\_\_ to vote at the community membership meeting to be held at the Johnson County Public Library, White River Branch, 1664 Library Blvd., Greenwood, IN 46142, on Friday, May 27, 2005, at 2:00 p.m. and any adjournments, continuations or postponements thereof. Authority is hereby given to the proxy holder to cast my vote in the following manner:

1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES       NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

5/27/2005  
Date

Richard E. Zemer Living Trust  
Signature *Richard E. Zemer, Trustee*

Zemer Living Trust  
Printed Name

937 Village Circle Drive  
Address or Lot Number

STATE OF INDIANA )  
                                  )SS:  
COUNTY OF Johnson )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard E. Zemer, on behalf of Zemer Living Trust, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 27 day of May, 2005.

My Commission Expires:



[Signature]  
Signature

Scott A. Tanner  
Printed

# PROXY & BALLOT

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

The undersigned hereby gives my/our proxy to the Secretary of the Association or \_\_\_\_\_ to vote at the community membership meeting to be held at the Johnson County Public Library, White River Branch, 1664 Library Blvd., Greenwood, IN 46142, on Friday, May 27, 2005, at 2:00 p.m. and any adjournments, continuations or postponements thereof. Authority is hereby given to the proxy holder to cast my vote in the following manner:

- 1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES       NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

5-27-05  
Date

Elva V. Morrison  
Signature

Elva V. Morrison  
Printed Name

1020 Village Circle Dr.  
Address or Lot Number

STATE OF INDIANA )

COUNTY OF Johnson )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Elva V. Morrison, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 27 day of May, 2005.

My Commission Expires:



Scott A. Tanner  
Signature

Scott A. Tanner  
Printed

# PROXY & BALLOT

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

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(317) 889-6105

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- 1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES       NO

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Date 5/27/05

Doris Francis  
Signature

DORIS FRANCIS  
Printed Name

990 VILLAGE CIRCLE  
Address or Lot Number

STATE OF INDIANA )

COUNTY OF Johnson ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Doris Francis, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 27 day of May, 2005.

My Commission Expires:



Scott A. Tanner  
Signature

Scott A. Tanner  
Printed

# PROXY & BALLOT

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

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- 1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES       NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

Date: 5/27/2005

Norma J. Richards  
Signature

Norma J. Richards  
Printed Name

941 Village Court Dr.  
Address or Lot Number

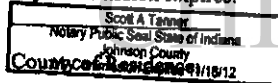
STATE OF INDIANA )

COUNTY OF Johnson )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Norma J. Richards, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 27 day of May, 2005.

My Commission Expires:



Scott A. Tanner  
Signature

Scott A. Tanner  
Printed



# PROXY & BALLOT

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

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- 1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES

NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

5-27-05  
Date

Ardwood R. Courtney  
Signature

Ardwood R. Courtney  
Printed Name

963 Village Cir. Dr.  
Address or Lot Number

STATE OF INDIANA )

COUNTY OF Johnson )

Notary Public

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ardwood R. Courtney, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 27 day of May, 2005.

My Commission Expires:

Scott A. Tanner  
Notary Public State of Indiana  
Johnson County  
Commission Expires 12/18/12

Scott A. Tanner  
Signature

Scott A. Tanner  
Printed



# PROXY & BALLOT

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

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- 1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES       NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

5/27/05  
Date

Mary H. Beckham  
Signature

MARY H. BECKHAM  
Printed Name

117 Village Circle  
Address or Lot Number

STATE OF INDIANA )

)SS:

COUNTY OF Johnson )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mary H. Beckham, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 27 day of May, 2005.

My Commission Expires:  
Scott A. Tanner  
Notary Public - State of Indiana  
Johnson County  
My Commission Expires 11/22/12

Scott A. Tanner  
Signature

Scott A. Tanner  
Printed

# PROXY & BALLOT

(Limited Proxy)

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Ashton Parke Village Homeowners Assoc., Inc.  
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Greenwood, IN 46142

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1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES       NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

5-27-05  
Date

Donna M. Andres  
Signature

DONNA M ANDRES  
Printed Name

1002 Village Cir. 46143  
Address or Lot Number

STATE OF INDIANA )

COUNTY OF Johnson ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Donna M. Andres, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 27 day of May, 2005.

My Commission Expires:  
Scott A. Tanner  
Notary Public, State of Indiana  
Johnson County  
Commission Expires 11/18/12

Scott A. Tanner  
Signature

Scott A. Tanner  
Printed

# PROXY & BALLOT

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

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- 1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES

NO

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5-27-05  
Date

Rita M. Kelter  
Signature

Rita M. Kelter  
Printed Name

833 Ashton Parke Dr.  
Address or Lot Number

STATE OF INDIANA )

COUNTY OF Johnson ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rita M. Kelter, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 27 day of May, 2005.



[Signature]  
Signature

County of Residence: \_\_\_\_\_

Scott A. Tanner  
Printed

**PROXY & BALLOT**

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

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1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES       NO

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4-27-05  
Date

Rufus Saylor  
Signature

Rufus SAYLOR  
Printed Name

1001 Village Circle Drive  
Address or Lot Number

STATE OF INDIANA )

COUNTY OF Johnson )

SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rufus Saylor, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 27 day of May, 2005.

My Commission Expires: 11/18/12  
Notary Public, State of Indiana  
Johnson County

[Signature]  
Signature

County of Residence: \_\_\_\_\_

Scott A. Tanner  
Printed

# PROXY & BALLOT

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

The undersigned hereby gives my/our proxy to the Secretary of the Association or \_\_\_\_\_ to vote at the community membership meeting to be held at the Johnson County Public Library, White River Branch, 1664 Library Blvd., Greenwood, IN 46142, on Friday, May 27, 2005, at 2:00 p.m. and any adjournments, continuations or postponements thereof. Authority is hereby given to the proxy holder to cast my vote in the following manner:

- 1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES       NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

5-27-05  
Date

Robert B. Phillips  
Signature

Robert B. Phillips  
Printed Name

1016 Village Circle Dr  
Address or Lot Number Lot #7 North

STATE OF INDIANA )  
COUNTY OF Johnson )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert B. Phillips, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 27 day of May, 2005.



Scott A. Tanner  
Signature

County of Residence: \_\_\_\_\_

Scott A. Tanner  
Printed

# PROXY & BALLOT

(Limited Proxy)

TO: Barbara Kendall, Secretary  
 Ashton Parke Village Homeowners Assoc., Inc.  
 P.O. Box 1517  
 Greenwood, IN 46142

For Questions, Call:  
 (317) 889-6105

The undersigned hereby gives my/our proxy to the Secretary of the Association or \_\_\_\_\_ to vote at the community membership meeting to be held at the Johnson County Public Library, White River Branch, 1664 Library Blvd., Greenwood, IN 46142, on Friday, May 27, 2005, at 2:00 p.m. and any adjournments, continuations or postponements thereof. Authority is hereby given to the proxy holder to cast my vote in the following manner:

1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES                       NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

5-27-05  
 Date

William Camic  
 Signature

WILLIAM CAMIC  
 Printed Name

987 VILLAGE CIRCLE LOT # 14  
 Address or Lot Number

STATE OF INDIANA )  
 )SS:  
 COUNTY OF JOHNSON

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared William Camic, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 27 day of May, 2005.



Scott A. Tanner  
 Signature

County of Residence: \_\_\_\_\_

Scott A. Tanner  
 Printed

**PROXY & BALLOT**

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

The undersigned hereby gives my/our proxy to the Secretary of the Association or \_\_\_\_\_ to vote at the community membership meeting to be held at the Johnson County Public Library, White River Branch, 1664 Library Blvd., Greenwood, IN 46142, on Friday, May 27, 2005, at 2:00 p.m. and any adjournments, continuations or postponements thereof. Authority is hereby given to the proxy holder to cast my vote in the following manner:

- 1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES       NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

5-23-05  
Date

Brenda M Hartman  
Signature

Brenda M. Hartman  
Printed Name

825 Ashton Parke Dr.  
Address or Lot Number

STATE OF INDIANA )  
                          )SS:  
COUNTY OF Johnson )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brenda M Hartman, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 23 day of MAY, 2005.

My Commission Expires:  
JUNE 18, 2008

Terry A Bryant  
Signature

County of Residence:  
JOHNSON

TERRY A BRYANT  
Printed

PROXY & BALLOT

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

The undersigned hereby gives my/our proxy to the Secretary of the Association or \_\_\_\_\_ to vote at the community membership meeting to be held at the Johnson County Public Library, White River Branch, 1664 Library Blvd., Greenwood, IN 46142, on Friday, May 27, 2005, at 2:00 p.m. and any adjournments, continuations or postponements thereof. Authority is hereby given to the proxy holder to cast my vote in the following manner:

- 1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES  NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.



NOTARY PUBLIC  
STATE OF INDIANA  
My Commission Expires  
1-31-12

Ora Lee Huff  
Signature

ORA LEE HUFF  
Printed Name

942 Village Circle W Lot 38  
Address or Lot Number

STATE OF INDIANA )  
COUNTY OF Johnson )SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ora Lee Huff, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 26 day of May, 2005.

My Commission Expires:  
1-31-12

County of Residence:  
Johnson

Joyce Goforth  
Signature

Joyce Goforth  
Printed



**PROXY & BALLOT**

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

The undersigned hereby gives my/our proxy to the Secretary of the Association or Susannah Gross to vote at the community membership meeting to be held at the Johnson County Public Library, White River Branch, 1664 Library Blvd., Greenwood, IN 46142, on Friday, May 27, 2005, at 2:00 p.m. and any adjournments, continuations or postponements thereof. Authority is hereby given to the proxy holder to cast my vote in the following manner:

- 1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES       NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

May 20, 2005  
Date

Susannah Gross  
Signature

Susannah Gross  
Printed Name

821 Ashton Parke Dr.  
Address or Lot Number

STATE OF INDIANA )

)SS:  
COUNTY OF JOHNSON

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Susannah Gross, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 20 day of May, 2005.

My Commission Expires:  
02/19/2012

Beth A Smith  
Signature

County of Residence:  
JOHNSON

BETH A SMITH  
Printed

# PROXY & BALLOT

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

The undersigned hereby gives my/our proxy to the Secretary of the Association or \_\_\_\_\_ to vote at the community membership meeting to be held at the Johnson County Public Library, White River Branch, 1664 Library Blvd., Greenwood, IN 46142, on Friday, May 27, 2005, at 2:00 p.m. and any adjournments, continuations or postponements thereof. Authority is hereby given to the proxy holder to cast my vote in the following manner:

1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES

NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

May 17, 2005  
Date

Pauline L. Ringold  
Signature

Pauline L. Ringold  
Printed Name

1015 Village Circle Dr  
Address or Lot Number Greenwood, IN 46143

STATE OF INDIANA )

COUNTY OF Marion )

Notary Public )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Pauline L. Ringold, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 17 day of May, 2005.

My Commission Expires: 9-22-11

Leslie Huntman  
Signature

County of Residence: Marion

Leslie Huntman  
Printed





# PROXY & BALLOT

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

The undersigned hereby gives my/our proxy to the Secretary of the Association or \_\_\_\_\_ to vote at the community membership meeting to be held at the Johnson County Public Library, White River Branch, 1664 Library Blvd., Greenwood, IN 46142, on Friday, May 27, 2005, at 2:00 p.m. and any adjournments, continuations or postponements thereof. Authority is hereby given to the proxy holder to cast my vote in the following manner:

1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES       NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

5-13-05  
Date

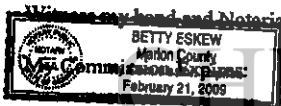
Barbara L. Walker  
Signature

William L. WALKER  
Printed Name

926 Village Circle DR.  
Address or Lot Number

STATE OF INDIANA )  
COUNTY OF Johnson ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.



Witness my hand and Notarial Seal this 13 day of MAY, 2005.  
Betty Eskew  
Signature  
County of Residence: Johnson  
Betty J. Eskew  
Printed









# PROXY & BALLOT

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

The undersigned hereby gives my/our proxy to the Secretary of the Association or \_\_\_\_\_ to vote at the community membership meeting to be held at the Johnson County Public Library, White River Branch, 1664 Library Blvd., Greenwood, IN 46142, on Friday, May 27, 2005, at 2:00 p.m. and any adjournments, continuations or postponements thereof. Authority is hereby given to the proxy holder to cast my vote in the following manner:

- 1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES                       NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

5.25.05  
Date

Emily S. Cox  
Signature

Emily S. Cox  
Printed Name

Ashton Parke Village Drive  
Address or Lot Number  
Greenwood, IN  
46143

STATE OF INDIANA )  
COUNTY OF Johnson )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Emily S. Cox, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 25 day of May, 2005.

Scott A. Tanner  
Notary Public Seal State of Indiana  
My Commission Expires 11/18/12

Scott A. Tanner  
Signature

County of Residence: \_\_\_\_\_  
Scott A. Tanner  
Printed

# PROXY & BALLOT

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

The undersigned hereby gives my/our proxy to the Secretary of the Association or \_\_\_\_\_ to vote at the community membership meeting to be held at the Johnson County Public Library, White River Branch, 1664 Library Blvd., Greenwood, IN 46142, on Friday, May 27, 2005, at 2:00 p.m. and any adjournments, continuations or postponements thereof. Authority is hereby given to the proxy holder to cast my vote in the following manner:

- 1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES

NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

5-25-2005  
Date

Jeanette C. Boswell  
Signature

Jeanette C. Boswell  
Printed Name

1664 Village Cir. Dr.  
Address or Lot Number

STATE OF INDIANA )

COUNTY OF Johnson )

SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jeanette C. Boswell, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 25 day of May, 2005.

My Commission Expires 11/19/12  
Notary Seal State of Indiana  
Johnson County  
Signature

County of Residence:

Scott A. Tanner  
Printed

**PROXY & BALLOT**  
(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

The undersigned hereby gives my/our proxy to the Secretary of the Association or \_\_\_\_\_ to vote at the community membership meeting to be held at the Johnson County Public Library, White River Branch, 1664 Library Blvd., Greenwood, IN 46142, on Friday, May 27, 2005, at 2:00 p.m. and any adjournments, continuations or postponements thereof. Authority is hereby given to the proxy holder to cast my vote in the following manner:

- 1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?  
 YES                       NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

5-27-05  
Date

Barbara J. Kendall  
Signature

Barbara J. Kendall  
Printed Name

1021 Village Circle Dr  
Address or Lot Number

STATE OF INDIANA )  
                                  )SS:  
COUNTY OF Johnson )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Barbara J. Kendall, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 27 day of May, 2005.

My Commission Expires:  
Scott A. Tanner  
Notary Public, State of Indiana  
Johnson County  
County Commission Expires 11/18/12

[Signature]  
Signature  
Scott A. Tanner  
Printed

# PROXY & BALLOT

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

The undersigned hereby gives my/our proxy to the Secretary of the Association or \_\_\_\_\_ to vote at the community membership meeting to be held at the Johnson County Public Library, White River Branch, 1664 Library Blvd., Greenwood, IN 46142, on Friday, May 27, 2005, at 2:00 p.m. and any adjournments, continuations or postponements thereof. Authority is hereby given to the proxy holder to cast my vote in the following manner:

- 1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES       NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

Date May 27, 2005

Robert T. Kennedy  
Signature

ROBERT T. KENNEDY  
Printed Name

465 VILLAGE VIKING DR  
Address or Lot Number

GREENWOOD, IN 46142

STATE OF INDIANA )  
COUNTY OF Johnson )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert T. Kennedy, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 27 day of May, 2005.

My Commission Expires:

Scott A. Tanner  
Signature

Scott A. Tanner  
Printed

County of Johnson:  
Notary Public Seal State of Indiana  
Johnson County  
My Commission Expires 11/18/12

# PROXY & BALLOT

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

The undersigned hereby gives my/our proxy to the Secretary of the Association or \_\_\_\_\_ to vote at the community membership meeting to be held at the Johnson County Public Library, White River Branch, 1664 Library Blvd., Greenwood, IN 46142, on Friday, May 27, 2005, at 2:00 p.m. and any adjournments, continuations or postponements thereof. Authority is hereby given to the proxy holder to cast my vote in the following manner:

1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES

NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

5-25-05  
Date

[Signature]  
Signature

LOUIS L. FLAGIN  
Printed Name

1003 VILLAGE CIRCLE DR.  
Address or Lot Number

STATE OF INDIANA )

COUNTY OF Johnson )  
)SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Louis L. Flagin, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 25 day of May, 2005.

Scott A. Tanner  
Notary Public Seal State of Indiana  
My Commission Expires 11/18/12

[Signature]  
Signature

County of Residence: \_\_\_\_\_

Scott A. Tanner  
Printed

**PROXY & BALLOT**

(Limited Proxy)

TO: Barbara Kendall, Secretary  
Ashton Parke Village Homeowners Assoc., Inc.  
P.O. Box 1517  
Greenwood, IN 46142

For Questions, Call:  
(317) 889-6105

The undersigned hereby gives my/our proxy to the Secretary of the Association or \_\_\_\_\_ to vote at the community membership meeting to be held at the Johnson County Public Library, White River Branch, 1664 Library Blvd., Greenwood, IN 46142, on Friday, May 27, 2005, at 2:00 p.m. and any adjournments, continuations or postponements thereof. Authority is hereby given to the proxy holder to cast my vote in the following manner:

- 1.) Should the Amendment to the Ashton Parke Village Restrictive Covenants adding Section 49 as set forth herein (Leasing/Rentals) be approved?

YES

NO

This proxy revokes all proxies heretofore granted by the undersigned. The undersigned may revoke this proxy in writing prior to the vote being cast, or may reclaim the proxy at the meeting if the owner attends. This proxy shall remain in effect until the final adjournment of the membership meeting, or any subsequent date to which and at which the meeting is finally adjourned, but in no case shall this proxy be valid beyond a period eighteen (18) months from the date of this proxy.

5-27-2005

Date

Signature

JOHN STEPHEN CONANT

Printed Name

819 ASHTON PARKE DR.

Address or Lot Number

STATE OF INDIANA )

)SS:

COUNTY OF Johnson )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Stephen Conant, who, having been duly sworn, under the penalties of perjury, stated that he/she/they are Owners of a Lot or property in the Ashton Parke Village community and are mandatory members of the Ashton Parke Village Homeowners Association, Inc., and he/she/they acknowledge the execution of the foregoing Proxy regarding the Amendment to the Ashton Parke Village Declaration of Covenants and/or Bylaws.

Witness my hand and Notarial Seal this 27 day of May, 2005.

My Commission Expires: 11/18/12  
Notary Public Seal State of Indiana  
Johnson County

County of Residence: \_\_\_\_\_

Signature

Scott A. Tanner

Printed

**CROSS REFERENCE**

Final Plat for Ashton Parke Village, Instrument #95020455 (Plat Book C, Page 738A&B)  
Restrictive Covenants of Ashton Parke Village, Instrument #95020456



Doc ID: 006314390037 Type: MIS  
Kind: DECLARE COVENANT RESTRICT  
Recorded: 03/16/2012 at 04:05:40 PM  
Fee Amt: \$86.00 Page 1 of 37  
Workflow# 0000045079-0002  
Johnson County-Recorded as Presented  
Jill L. Jackson County Recorder  
File **2012-005328**

**SECOND AMENDMENT**

to the

**RESTRICTIVE COVENANTS**  
of  
**ASHTON PARKE VILLAGE**

COMES NOW the Ashton Parke Village Homeowners Association, Inc., by its Board of Directors, on this 12 day of March, 2012, and states as follows:

**WITNESSETH THAT:**

**WHEREAS**, the residential community in Greenwood, Johnson County, Indiana commonly known as Ashton Parke Village was established upon the recording of certain Plats with the Office of the Recorder for Johnson County, Indiana; and

**WHEREAS**, the Final Plat for Ashton Parke Village was filed with the Office of the Johnson County Recorder on November 3, 1995, in Plat Book C, Page 738 A & B, as **Instrument # 95020455**; and

**WHEREAS**, the foregoing Plat contain Covenants which run with the land, namely the Restrictive Covenants of Ashton Parke Village ("Restrictive Covenants"), recorded in the office of the Johnson County Recorder on November 3, 1995, as **Instrument # 95020456**, which state that by taking a deed to any Lot as set forth on any of the above listed Plat for the Ashton Parke Village, each owner will become a mandatory member of the Ashton Parke Village Homeowners Association, Inc., an Indiana nonprofit corporation ("Association"); and

**WHEREAS**, the Association was incorporated pursuant to the above listed Restrictive Covenants as a non-profit corporation pursuant to Articles of Incorporation filed with, and approved by, the Indiana Secretary of State on December 29, 1998; and

**WHEREAS**, the residents of the Ashton Parke Village desire to amend Paragraph 48 of the current Restrictive Covenants; and

**WHEREAS**, Paragraph 46 of the Restrictive Covenants specifically allows the provisions contained in the Restrictive Covenants to be amended upon an affirmative vote of at least two-thirds (2/3) of all Owners in the subdivision; and

**WHEREAS**, after notice was duly given, a meeting of the Owners was held on March 12, 20 12 for the purpose of discussing and voting on this proposed amendment to Paragraph 48 of the Restrictive Covenants; and

**WHEREAS**, the Owners representing at least two-thirds (2/3) or more of the homes in the Ashton Parke Village subdivision approved, signed and acknowledged the Amendment as set forth herein; and

**WHEREAS**, attached to this document and marked as "Exhibit A" are the notarized ballots cast by the Owners who voted in regard to this amendment;

***NOW, THEREFORE, the current language of Paragraph 48 of the Restrictive Covenants is hereby deleted and replaced with the following language as approved and adopted in the Second Amendment to the Restrictive Covenants of Ashton Parke Village:***

48. No one under the age of fifty-five (55) years of age shall reside in any dwelling unit or lot in Ashton Parke Village other than under the following exceptions:

1. A live-in caretaker who does not meet the age requirement may be permitted to dwell in Ashton Parke Village if required due to the resident-owner's poor health or handicap. If the resident dies or no longer needs a caretaker, the caretaker must vacate the residence within thirty (30) days of such occurrence. The Board of the Association has the authority to verify the need of a caretaker in such cases through an attending physician's statement or other such proof of need.
2. A non-ambulatory and/or developmentally disabled dependent child of a resident lot owner who meets the age restriction requirement may live with the parent(s) in Ashton Parke Village regardless of the child's age. The Board of the Association has the authority to verify the child's condition and need in such cases through an attending physician's statement or other such proof of need.
3. A spouse of a resident lot owner who is under the age of fifty-five (55) may live in Ashton Parke Village as long as the titled owner spouse (name on the deed) is at least fifty-five (55) years of age. The underage spouse may jointly own the lot in Ashton Parke Village.

Under current federal and/or state law, the Board must verify the age of residents every two (2) years to maintain its fifty-five and over (55+) status. So long as this age verification is required by law, the Board must create and follow procedures to verify a resident's age in Ashton Parke Village. If a resident refuses to cooperate in this age



verification process, the Association may bring legal action to compel the resident's compliance by court order. If legal action is taken, the resident must reimburse the Association any legal expenses incurred by the Association to gain the resident's compliance with the age verification process.

As of the date this amendment is recorded, this age restriction may not be repealed or eliminated at any time; however, if the requirements to maintain the fifty-five and over (55+) status of the community change in the future under federal and/or state law, then the Board is authorized to make amendments to Paragraph 48 of the Restrictive Covenants in order to comply with federal and/or state law without further owner approval.

***All other provisions of the Restrictive Covenants shall remain unchanged;***

***The foregoing amendment shall run with the land and shall be binding upon all owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such restriction, and shall inure to the benefit of all successors in title to any real estate in the Ashton Parke Village development;***

***The undersigned officers of the Association hereby represent and certify that all requirements for and conditions precedent to the Second Amendment to the Restrictive Covenants of Ashton Parke Village have been fulfilled and satisfied.***

**[The remainder of this page left intentionally blank]**



CHICAGO TITLE

IN WITNESS WHEREOF, the undersigned submit and record this Second Amendment to the Restrictive Covenants of Ashton Parke Village this 12 day of March, 2012.

ASHTON PARKE VILLAGE HOMEOWNERS ASSOCIATION, INC.

Belva J. Burch  
Printed: Belva J. Burch  
President

ATTEST

Barbara J. Kendall  
Printed: Barbara J. Kendall  
Secretary

STATE OF INDIANA )  
COUNTY OF Johnson )

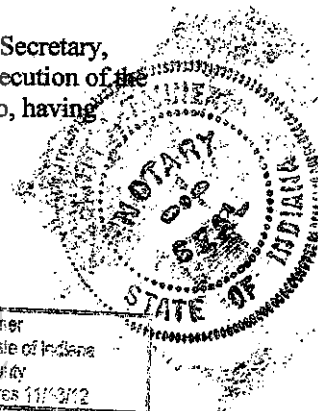
Before me a Notary Public in and for said County and State, personally appeared Belva J. Burch and Barbara J. Kendall, the President and Secretary, respectively, of Ashton Parke Village Homeowners Association, Inc., who acknowledged execution of the foregoing Second Amendment to the Restrictive Covenants of Ashton Parke Village and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 12 day of March, 2012.

Scott A. Tanner  
Notary of Public - Signature  
Scott A. Tanner  
Printed

Stamp:

Scott A. Tanner  
Notary Public State of Indiana  
Johnson County  
My Commission Expires 11/30/12



*I hereby affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. -Scott A. Tanner*

**This document was prepared by and should be returned to:**

**Scott A. Tanner, TANNER LAW GROUP, 6745 Gray Road, Suite H, Indianapolis, IN 46237**