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MARTHA A. WOMACKS  
MARION COUNTY AUDITOR

615330 JAN 19 2006

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

**DESIGNATION OF SUCCESSOR DECLARANT  
UNDER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF WILDWOOD FARMS**

Cross-Reference: Declaration of Covenants, Conditions and Restrictions of Wildwood Farms, Instrument No. 1999-0146908; First Amendment to the Declaration of Covenants, Conditions and Restrictions of Wildwood Farms, Instrument No. 1999-0178134; Secondary Plat of Moeller Estates at Wildwood Farms, Section Four, Instrument No. 01046963; Second Supplement to the Declaration of Covenants Conditions and Restrictions of Wildwood Farms, Instrument No. 2002-0092977; Third Supplement to the Declaration of Covenants Conditions and Restrictions of Wildwood Farms, Instrument No. 2004-0148829; Secondary Plat of Moeller Estates at Wildwood Farms, Section Five, Instrument No. 2004-220916

**THIS DESIGNATION OF SUCCESSOR DECLARANT UNDER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WILDWOOD FARMS**, is executed this 1<sup>st</sup> day of January, 2006, FIVE POINTS DEVELOPMENT COMPANY, LLC, an Indiana limited liability company, successor in interest to CROSSMANN COMMUNITIES PARTNERSHIP, an Indiana general partnership ("Original Developer"), and accepted and consented to by C.P. MORGAN COMMUNITIES, L.P., an Indiana limited partnership ("Morgan").

**Recitals:**

A. On August 3, 1999, the Original Developer recorded a document entitled "Declaration of Covenants, Conditions and Restrictions of Wildwood Farms," in the office of the Recorder of Marion County, Indiana as Instrument No. 1999-0146908 (the "Declaration"). On September 21, 1999, the Original Developer recorded a document entitled "First Amendment to the Declaration of Covenants, Conditions and Restrictions of Wildwood Farms" in the office of the Recorder of Marion County, Indiana, as Instrument No. 1999-0178134 (the "First Amendment"). On May 16, 2002, the Original Developer recorded a document entitled "Second Supplement to the Declaration of Covenants Conditions and Restrictions of Wildwood Farms" in the office of the Recorder of Marion County, Indiana, as Instrument No. 2002-0092977 (the "Second Supplement"). On July 29, 2004, the Original Developer recorded a document entitled "Third Supplement to the Declaration of Covenants Conditions and Restrictions of

Wildwood Farms” in the office of the Recorder of Marion County, Indiana, as Instrument No. 2004-0148829 (the “Third Supplement”).

B. Morgan has purchased or will purchase from Original Developer all or part of the real estate which is subject to the Declaration, and in connection therewith, the Original Developer desires to name Morgan as the “Declarant” under the terms of the Declaration, First Amendment, Second Supplement and Third Supplement.

**Terms:**

NOW THEREFORE, the Original Developer and Morgan hereby agree as follows:

1. The Original Developer hereby designates Morgan as the successor Declarant, as such term is defined in Section 2.7 of the Declaration, and Morgan shall hereafter have all rights of Declarant thereunder.

2. With respect to the Wildwood Farms Homeowners Association, Inc., and the Wildwood Farms Exterior Maintenance Association, Inc., each being an Indiana nonprofit corporation which the Original Developer caused to be formed on March 15, 1999, and May 16, 2002, respectively, (collectively, the “Associations”), the Original Developer hereby represents and warrants to Morgan that: (i) The Associations were validly formed and are in existence under the laws of the State of Indiana; (ii) The Associations comply with all HUD or other federal and state guidelines and requirements; (iii) The Original Developer has paid to the Associations any dues or assessments with respect to any Developed Lot for the current calendar year; (iv) The Associations do not have any operating deficits; (v) the Associations are not a party to any contract or agreement, whether written or oral, that cannot be terminated upon 30-days (or less) written notice; (vi) The Associations have no debt and are not subject to any claim, contingent or otherwise; (vii) The Associations are the fee simple owner (free and clear of all liens and encumbrances) of all common areas which were platted as such; and (viii) The Associations have been operated by the Original Developer in accordance with the applicable Articles of Incorporation and Code of By-Laws of such Association, and the applicable Declaration(s).

3. The Original Developer shall indemnify and hold Morgan harmless from and against all costs and damages (including attorneys' fees and court costs) (collectively, "Losses") incurred as a result of any breach of any representation or warranty by the Original Developer. In addition, the Original Developer shall indemnify and hold Morgan harmless from and against all Losses arising from or relating to the Original Developer's negligent acts or omissions in connection with development of the subdivision of which the Real Estate is a part, the construction of any improvements therein (including but not limited to single family residences constructed by the Original Developer or any affiliate thereof), and otherwise in connection with the sale of any lot or residence prior to the date of this Designation and within the subdivision of which the Real Estate is a part. All representations, warranties and indemnities set forth in this Designation shall survive the execution of this Designation.

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


FIVE POINTS DEVELOPMENT COMPANY, LLC  
an Indiana limited liability company

By: *Thomas A Grant*  
Printed: Thomas A Grant  
Title: Member

**Acknowledgement and Consent:**

The undersigned hereby acknowledges and consents to the designation of C.P. Morgan Communities, L.P., an Indiana limited partnership, as Declarant under the Declaration, First Amendment, Second Supplement and Third Supplement referenced above.

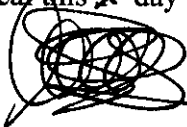
C.P. MORGAN COMMUNITES, L.P.  
By: C.P. Morgan Co., Inc., General Partner

By:   
Mark W. Boyce, Vice President


STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared THOMAS A GRANT, MEMBER of Five Points Road Development Company, LLC, an Indiana limited liability company, who, having been duly sworn, executed the foregoing Designation of Successor Declarant for and on behalf of said entity, and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this <sup>29<sup>th</sup></sup> day of <sup>DEC</sup> ~~January~~, <sup>2005</sup> ~~2006~~.

(  ) Notary Public

My Commission Expires: \_\_\_\_\_  
My County of Residence is: \_\_\_\_\_

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

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF MARION    )

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

Witness my hand and Notarial Seal this <sup>29<sup>th</sup></sup> day of <sup>Dec</sup> ~~January~~, <sup>2005</sup> 2006.

(  )

) Notary Public

My Commission Expires:

My County of Residence is:



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

This Instrument prepared by John J. Moore, Attorney-at-Law., Stark Doninger & Smith, Suite 700, 50 South Meridian Street, Indianapolis, Indiana 46204.

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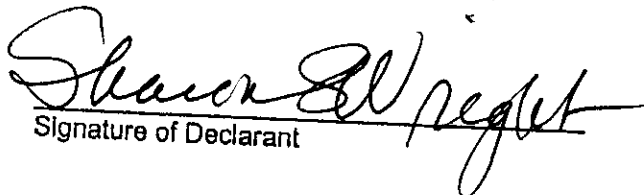
Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

  
Signature of Declarant

\_\_\_\_\_  
Printed Name of Declarant

SHARON S WRIGHT