

For 1st amendment  
See Book 178, Pages 88-90  
Recorded 4-6-84  
For assignment  
See Book 180, Pages 126-130  
Recorded 10-3-84

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF  
CEDAR COVE

32895

THIS DECLARATION, made on this 7th day of April, 1982, by SINGER COMMUNITIES, INC., an Indiana corporation (hereinafter referred to as "Declarant"),

WITNESSES:

WHEREAS, Declarant is the owner of certain real estate located generally at the northeast corner of the intersection of 96th Street and Allisonville Road in Hamilton County, Indiana, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Initial Properties");

WHEREAS, Declarant desires to subdivide and develop the Initial Properties as generally shown on the "Conditional Final Plat for Cedar Cove Section One" (hereinafter referred to as the "Plat"), by designating certain portions of the Initial Properties as "Common Areas" and "Limited Common Areas" (as hereinafter defined) to be owned by a homeowners association (the "Association," as hereinafter defined), and by designating certain other portions of the Initial Properties as "Blocks" (as hereinafter defined), with each Block to be further subdivided (by supplementation of the Plat following construction of the building within the Block as illustrated in the "Schematic Subdivision of a Block" set forth on the Plat) generally into four residential "Lots" (as hereinafter defined) and some additional Common and Limited Common Areas; and

WHEREAS, Declarant may from time to time annex additional properties, located within certain tracts adjacent to the Initial Properties and described in Exhibit "B" attached hereto and by this reference made a part hereof, to the subdivision created by this Declaration (the Initial Properties, together with any such additions hereafter so annexed, from and after such annexation, are herein defined and referred to as the "Properties").

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

RECEIVED  
MAY 10 10 04 AM '82  
MARY L. CLARK  
RECORDER  
HAMILTON CO., IND.

This Instrument Recorded April 8, 1982 ARTICLE I  
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.  
NAME:

The subdivision of the Initial Properties created by this Declaration shall be known and designated as Cedar Cove, a subdivision located in Hamilton County, Indiana.

ARTICLE II

DEFINITIONS

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Section 2.1. "Association" means Cedar Cove Homeowners Association, Inc., an Indiana not-for-profit corporation, its successors and assigns.

Section 2.2. "Articles" means the Articles of Incorporation of the Association filed with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 2.3. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Block which is a part of the Properties, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term Owner as used herein shall include the Declarant, so long as the Declarant shall own any Lot or Block.

Section 2.4. "Properties" means the real estate described in Exhibit "A" (the "Initial Properties"), together with such additional properties as may hereafter be added or annexed thereto and brought within the jurisdiction of the Association pursuant to the provisions for annexation in Sections 10.4 and 10.5, from and after such annexation.

Section 2.5. "Plat" means the subdivision plat of the Initial Properties identified as "Conditional Final Plat of Cedar Cove Section One" recorded in the Office of the Recorder of Hamilton County, Indiana, as the same may be hereafter amended or supplemented by "Conditional Final Plats" of additional sections and by "Final Plats" of each Block within each section, or otherwise.

Section 2.6. "Block" means each of those parcels of land shown on the Plat as such, which shall include from time to time all of the Properties not designated as Lots or as Common or Limited Common Areas. Upon completion of construction of the "Building" (as hereinafter defined) thereon each Block shall be further subdivided, generally into four (4) Lots (with certain exceptions or variations as may be necessary or appropriate) and additional Common and Limited Common Areas, by supplementing the Plat with a "Final Plat" for such Block, at which time such Block shall cease to exist.

Section 2.7. "Lot" means any parcel of land shown upon the Plat as such (following supplementation as to any Block). More particularly, with respect to any single-family dwelling unit portion of the Building that is or shall be constructed on each Block, "Lot" means the real estate conveyed or to be conveyed in connection with such dwelling unit (which shall be an area which exceeds the perimeter dimensions of the exterior face of the foundation wall of the unit by approximately one inch (1") on exterior walls, and includes one-half (1/2) of the thickness of any party walls separating the unit from other units within the Building). A lot or prospective lot within a Block is not a "Lot" for any purpose hereunder until the Final Plat for such Block has been filed.

Section 2.8. "Building" means the multi-family dwelling unit that is or shall be constructed on each Block.

Section 2.9. "Declarant" means Singer Communities, Inc., its successors and assigns as a declarant.

Section 2.10. "Board of Directors" means the Board of Directors of the Association.

Section 2.11. "Limited Common Areas" means those portions of the Properties (including improvements thereto) owned by the Association but restricted in use to the Lot or Lots appurtenant thereto, including the Driveway ("D.L.C.A.") and Private Driveway ("P.D.L.C.A.") Limited Common Areas and certain walkway and patio areas, as illustrated on the Plat in the "Schematic Subdivision of a Block," and as to be located on the Final Plat for each Block. The rights of Owners with respect to Limited Common Areas are more specifically described in Section 3.2. Driveway and Private Driveway Limited Common areas may extend across or over Block lines.

Section 2.12. "Common Area" means those portions of the Properties (including improvements thereto), facilities and personal property owned or leased by the Association from time to time for the common use, benefit and enjoyment of its members. Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all Limited Common Areas, private streets, Building exteriors and all other portions of the Properties not designated as Lots or (until final platting) as Blocks. The Common Area to be owned by the Association at the time of conveyance of the first Lot to an Owner includes all areas not designated as Blocks on the Conditional Final Plat for Cedar Cove Section One, together with all areas not designated as Lots on the Final Plat of the Block in which such Lot is located. As additional Blocks are subdivided into Lots, the Common Area within such Blocks (being all areas not designated as Lots therein) shall be owned by the Association as of the time of conveyance of the first Lot in each Block.

Section 2.13. "Development Period" means the period of time commencing with Declarant's acquisition of the Initial Properties and ending when Declarant has completed the development and sale of, and no longer owns, any Lot or Block, or any other portion of the real estate described in Exhibits A and B, or any other Properties.

### ARTICLE III

#### PROPERTY RIGHTS

Section 3.1. Owners' Easements of Enjoyment of Common Area. Every Owner shall have a non-exclusive right and easement of enjoyment, in common with all Owners, in and to the Common Area (excluding, for this purpose, the Limited Common Areas) which shall be appurtenant to and shall pass with title to every Lot (in the form of a right to membership in the Association), subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of any

recreational facilities by any Owner for any period during which any assessment remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

- (c) the right of the Association to promulgate reasonable rules and regulations governing the use of the Common Area including, without limitation, parking regulations and restrictions on the use of and quality, kind and nature of any improvements, additions or alterations to any and all landscaping areas, Building exteriors and other portions of the Properties included in the Common Area;
- (d) the rights of Declarant as provided in this Declaration;
- (e) all other rights, obligations and duties as set forth in this Declaration, as the same may be from time to time amended or supplemented;
- (f) the right of the Association to mortgage any or all of the Common Area, upon the approval of two-thirds (2/3) of the membership of each class of members of the Association;
- (g) the easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area for the benefit of its members; and
- (h) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer, upon the approval of two-thirds (2/3) of the membership of each class of members of the Association.

Section 3.2. Owners Easements of Enjoyment of Limited Common Areas. (a) Every Owner shall have the following additional rights and easements of enjoyment, in and to the following Limited Common Areas, which shall be appurtenant to and pass with title to the Owner's Lot:

- (i) Each Owner of a Lot shall have, as a Limited Common Area appurtenant to such Lot, a non-exclusive right and easement for the use, for ingress, egress and temporary guest parking, of the driveway designated on the Plat as a Driveway Limited Common Area ("D.L.C.A.") that is adjacent to such Owner's Private Driveway Limited Common Area and provides access therefrom to the Common Area roadways on the Properties.
- (ii) Each Owner of a Lot shall have, as a Limited Common Area appurtenant to such Lot, an exclusive right and easement for the enjoyment and use of the walkway and patio areas immediately adjacent to the Lot and designated on the Plat as Limited Common Areas.

(iii) Each Owner of a Lot shall have, as a Limited Common Area appurtenant to such Lot, an exclusive right and easement for the use, for ingress, egress and temporary parking, of the driveway designated on the Plat as a Private Driveway Limited Common Area ("P.D.L.C.A.") that is immediately adjacent to such Owner's Lot and provides access therefrom through such Owner's Driveway Limited Common Area to the Common Area roadway on the Properties.

(b) The foregoing rights and easements in Limited Common Areas are subject to those provisions governing the Common Area generally that are set forth in clauses (c), (d), (e), (g) and (h) of Section 3.1, and to the following additional provisions:

(i) The Owner's rights and easements to all Limited Common Areas are subject to the rights of access of the Association and other rights, obligations and duties as set forth in this Declaration, as the same may from time to time be amended or supplemented.

(ii) Private Driveway Limited Common Areas shall not be used for parking of automobiles, trucks or other vehicles, except temporarily or incidentally for vehicles of the Owner or of guests of the Owner or for the making of pickups and deliveries to the neighboring Lot. No fence, barrier or other obstruction of any kind shall ever be placed or constructed on any Private Driveway Limited Common Area. The Association may promulgate such additional rules and regulations restricting or otherwise governing the use and appearance of Private Driveway Limited Common Areas as it deems necessary and appropriate for the maintenance thereof in a good, clean, attractive, safe and sanitary condition.

Section 3.3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association and subject to the rights of others as set forth in Sections 3.1 and 3.2, his or her right of enjoyment of the Common Area, and of the Limited Common Areas appurtenant to his or her Lot, to family members, to a lessee or contract purchaser of his Lot or to guests.

Section 3.4. Certain Obligations and Access Rights to the Common Area. (a) The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners as provided herein, of the Common Area (including all Limited Common Areas), and for the maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair.

(b) The Association shall have and is hereby granted an easement and right of access to all of the Common Area (including all Limited Common Areas) and to all Building exteriors for the purpose of maintaining or repairing or causing the same to be maintained or repaired as is its obligation and duty under Sections 3.4 and 7.2 of this Declaration. In addition, certain utility lines, sewer and other facilities and other improvements located within a Lot or a Common Area

may serve other adjacent or non-adjacent Lots. The Association and any member thereof whose enjoyment of the use and occupancy of his Lot is affected thereby, their respective officers, agents, employees and contractors, shall have an easement thereto and shall have the right, at reasonable times and at any time in case of emergency, to go upon any Lot or Common Area (including any Limited Common Area) for the purpose of maintaining or causing to be maintained or repaired any Building, party wall, utility line, sewer or other facilities located thereon that serve another Lot. The Association also shall have and is hereby granted a general right of access to all of the Common Area and Lots, at reasonable times and at any time in case of emergency, as reasonably required by its officers, directors, employees and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration. The easements and rights specified herein also are reserved for the benefit of Declarant so long as Declarant owns any portion of the Properties and for so long as Declarant may be liable under any builder's warranty.

Section 3.5. Drainage, Utility, Sewer and Other Development Easements. (a) Declarant hereby reserves unto itself during the Development Period, and thereafter unto the Association, an undefined easement ("Drainage, Utility and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area, so as to permit Declarant to properly install and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sewer, television (including but not limited to cable and/or satellite) transmission facilities, security systems and other utility services (including all necessary lines, pipes, wires, cables, ducts, antennae and other equipment and facilities) to serve the Building and the living units within the Building to be constructed on each Block. This Drainage, Utility and Sewer Easement shall include all areas of the Properties outside the Buildings to be constructed by Declarant, with the exception of any areas covered by chimneys, patios, porches or similar appurtenances of the Buildings. No other improvements or permanent structures (except walkways, pathways, fences, signs, lighting, landscaping and pavement on streets and driveways) shall be placed within any Drainage, Utility and Sewer Easement, and any fences so installed are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of any public or private utility to construct, maintain, repair or remove any necessary facilities and the rights of Declarant and the Association to provide for and maintain appropriate drainage.

(b) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement and right-of-way in and to any areas now or hereafter shown on the Plat as "Common Area - Lake," and an easement ("Lake Easements") of ingress and egress through so much of the remainder of the Properties as is reasonably necessary or appropriate, to perform such actions as Declarant deems necessary or appropriate for the purpose of establishing and maintaining proper surface water drainage throughout the Properties, including the construction, repair and maintenance of retention and detention ponds or lakes in accordance with the requirements of applicable law and of all governmental agencies having jurisdiction (without undertaking any obligation or duty to exceed such requirements). The Lake Easements hereby reserved shall terminate as to any Lot upon the first conveyance thereof.

(c) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the right and an undefined easement ("Sign and Facilities Easement") to install, erect, construct and maintain an entry-way sign or signs, directional signs, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Properties (except upon any Lot after the first conveyance thereof). Any signs shall comply with any applicable zoning requirements and all such facilities shall be maintained by the Association as a part of its Common Area maintenance obligations.

(d) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title and authority (i) to relocate, alter or otherwise change the location of any Drainage, Utility and Sewer Easement, the Lake Easements, the Sign and Facilities Easement, or any facility at any time located therein or thereon; (ii) to grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within any Block or any other portion of the Properties, for the benefit of any Block, of any of the real estate described in Exhibits A and B, or of any other Properties; and (iii) to describe more specifically or to change the description of any Drainage, Utility and Sewer Easement, the Lake Easements, the Sign and Facilities Easement or any other easement, license or right-of-way now or hereafter existing on the Properties, by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Hamilton County, Indiana.

(e) The title of the Association (as to the Common Area during the Development Period) and of any Owner of any Lot shall be subject to the rights and easements reserved herein. Provided, however, that the rights reserved in this Section 3.5 shall not be exercised after the conveyance of any Lot in a manner that unreasonably and adversely affects any Building or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or which unreasonably restricts the rights of ingress and egress to such Lot. The rights and easements reserved by Declarant in this Section 3.5 shall run with the land, and Declarant's right to further alter or grant easements shall automatically terminate and pass to the Association one (1) year after Declarant shall have conveyed the last Lot within the Properties.

Section 3.6. Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars and ambulances and emergency personnel, public and private, over and upon the Common Area roadways, the Limited Common Area Driveways and any pedestrian walkways or pathways.

Section 3.7. Encroachments and Easements for Buildings. If, by reason of the location, construction, settling or shifting of a Building, any part of a Building comprising the single-family residence appurtenant to a Lot (hereinafter in this Section 3.7 referred to as the "Encroaching Unit") now encroaches or shall hereafter encroach upon any minor portion of any other adjacent Lot or any Common Area, then in such event, an exclusive easement shall be deemed to exist and run to the Owner of the Encroaching Unit

for the maintenance, use and enjoyment of the Encroaching Unit and all appurtenances thereto.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 4.1. Membership. Initially, to satisfy the requirements of the Indiana Not-For-Profit Corporation Act, the three (3) persons who serve as incorporators of the Association shall be the members (the "Initial Members"). The Initial Members shall remain members of the Association until three (3) persons have become Class A or Class B members, at which time the Initial Members shall cease to be members unless they also qualify as Class A or Class B members. Every Owner of a Lot which is subject to assessment or a Block (prior to subdivision of such Block into Lots) shall be a member of the Association. Apart from the Initial Members, membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot or Block.

Section 4.2. Classes of Membership and Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members; the vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned and twelve (12) votes for each Block owned (prior to subdivision of such Block into Lots). The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total number of votes outstanding in the Class A membership is equal to the total number of votes outstanding in the Class B membership; or

(b) on June 1, 1984.

Section 4.3. Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association.

Section 4.4. Professional Management. No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.



ARTICLE V

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COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot now or hereafter owned by it within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Regular Monthly Assessments (for maintenance, repairs and ordinary operating expenses); (2) Special Assessments for (a) capital improvements and operating deficits, as provided in Section 5.4, and (b) for special maintenance or repairs as provided in Section 7.2; and (3) a Monthly Insurance Assessment, as provided in Section 9.4. Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 5.2. Purpose of Regular Monthly Assessments. The Regular Monthly Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the recreation, health, safety and welfare of the residents in the Properties, for the improvement, maintenance and repair of the Common Area, Limited Common Areas and Buildings situated on the Properties, for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. A portion of the Regular Monthly Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Area, Limited Common Areas, the Buildings and other capital improvements which the Association is required to maintain.

Section 5.3. Maximum Regular Monthly Assessments.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Regular Monthly Assessment on any Lot conveyed by Declarant shall be \$50.00 per Lot.

(b) From and after January 1 of such year, the maximum Regular Monthly Assessment may be increased each calendar year not more than 12.5% above the maximum Regular Monthly Assessment for the previous year without a vote of the membership.

(c) From and after January 1 of such year, the maximum Regular Monthly Assessment may be increased each calendar year by more than 12.5% above the maximum Regular Monthly Assessment for the previous year, with the approval of two-thirds (2/3) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

(d) The Board of Directors from time to time may fix the Regular Monthly Assessment, without any vote of the membership, at any amount not in excess of the maximum.

Section 5.4. Special Assessments for Capital Improvements and Operating Deficits. In addition to the Regular Monthly Assessments authorized above, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of two-thirds (2/3) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

Section 5.5. Notice and Quorum for Any Action Authorized Under Section 5.3 and 5.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3 or 5.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.6. Uniform Rate of Assessment. Regular Monthly Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all Lots. All other assessments (except Special Assessments under Section 7.2) also shall be fixed at a uniform rate for all Lots, except that if Declarant shall construct Buildings of two (2) or more substantially different models and sizes, then any Special Assessment for repair, replacement or reserve for Buildings and any Monthly Insurance Assessment for casualty insurance for Buildings may be, but is not required to be, fixed at a uniform rate (based on a pro rata share of cost) for each class of Lots (based upon the type of Building constructed and configuration thereof on each Block by Declarant).

Section 5.7. Date of Commencement of Monthly Assessments; Due Dates. The Regular Monthly Assessment provided for herein and the Monthly Insurance Assessments provided for in Section 9.4 shall commence as to each Lot on the earlier of the following dates:

(a) the first day of the first month following the conveyance or lease of such Lot by Declarant; or

(b) the first day of the fourth month following the date of recordation of the Final Plat by which such Lot was created (following construction of the Building on the Block in which such Lot is located).

The Board of Directors shall fix any increase in the amount of such monthly assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Monthly Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection period (i.e., annual, monthly, lump-sum or otherwise) for any Special Assessments,

shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 5.8. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established therefor pursuant to Section 5.7 hereof, then the entire unpaid assessment (together with interest thereon, costs and attorneys' fees as hereinafter provided and as provided in Section 5.1) shall become delinquent and shall constitute a continuing lien on the Lot to which such assessment relates, binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall not pass to such Owner's successors in title unless expressly assumed by them. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. In such event, there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorneys' fees to be fixed by the court. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 5.9. Subordination of the Lien to Mortgages; Sale or Transfer. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; and, except as hereinabove provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from the Association, issued pursuant to Section 5.7, as to whether or not such assessments have been paid).

#### ARTICLE VI

##### USE RESTRICTIONS AND ARCHITECTURAL CONTROL

Section 6.1. Lot Use and Conveyance. All Lots platted hereafter within any Block shall be used exclusively for single-family residential purposes, except that Declarant, during the Development Period, reserves (a) the rights provided in Section 6.6 respecting the Properties

lien for assessments due prior to the date of the lease by procuring a binding certificate from the Association, as provided in the By-Laws, as to whether or not such assessments have been paid.

(iv) No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his responsibility to the Association for compliance with the provisions of this Declaration, the By-Laws and any rules and regulations of the Association, or from the Owner's personal liability to the Association for assessments. This requirement shall not be construed to prohibit indemnity provisions as between the Owner and lessee.

(v) In order to preserve the general character of Cedar Cove as an owner-occupied residential development, not more than twenty percent (20%) of the total number of Lots included in the Properties shall be leased at any time.

(b) Any Owner desiring to enter into a lease for his Lot shall submit the form of the proposed lease to the Board of Directors (which form need not include the identity of the lessee or the rental amount) for review for compliance with the requirements of this Section 6.3(a). The Board of Directors, in its discretion, may waive the twenty percent (20%) limitation contained in Section 6.3(a)(v) if it determines by a majority vote of the Board that a waiver under the circumstances presented is in the best interests of the Association. The granting of any such waiver shall be a final determination, binding upon the Association, but the denial of a waiver may be reversed upon the affirmation in writing of a majority of the membership, or by a majority of the votes cast by those members present at a meeting called for the purpose. The Board of Directors may employ an attorney in connection with any such review, and a reasonable fee may be charged to the applicant to offset the expense so incurred. In the event the Board fails to approve or disapprove the lease within fifteen (15) days after submission by the applicant, the lease shall be deemed approved. A copy of each lease by an Owner shall be provided to the Board of Directors by the Owner within thirty (30) days after execution.

(c) Subject to any contrary provisions set forth in any lease of a Lot, each lease shall be deemed to transfer to the lessee during the term of such lease all rights, privileges, obligations and limitations attendant to membership in the Association, including (except in the case of a lease by Declarant) an irrevocable proxy to exercise the Owner's voting rights appurtenant to the leased Lot in all elections and on all issues presented for a vote of the members, except any vote upon: (i) an amendment to the Declaration, the Articles or the By-Laws; (ii) annexation of additional property; (iii) a Special Assessment for a capital improvement pursuant to Section 5.4; or (iv) mortgage or dedication of all or any portion of the Common Area pursuant to Section 3.1 or Section 3.2.

(d) The provisions of paragraphs (a) and (c) of this Section 6.3 shall apply to a lease by Declarant, except that Declarant may lease Lots owned by it for a term of less than one (1) year, and Declarant shall be deemed for all purposes to retain all voting rights in the Association appurtenant to all Lots owned by it, notwithstanding any lease or any inconsistent provisions contained in any lease.

Declarant shall not be required to submit any lease or leases to the Board of Directors for review as to form. However, within thirty (30) days after entering into any lease of a Lot, Declarant shall provide to the Board of Directors a written notice setting forth the location of the Lot, the term of the lease, and the identity of the lessee.

(e) The limitation of Section 6.3(a)(v) shall not apply to the holder of any first mortgage who acquires ownership or possession of any Lot by reason of a foreclosure or conveyance in lieu thereof, or during the pendency of a foreclosure proceeding (nor shall any lease by any such mortgagee be counted as a leased Lot for purposes of the twenty percent (20%) limitation contained therein). However, the remaining provisions of this Section 6.3 shall apply to any such mortgagee, including but not limited to the requirement that the form of any proposed lease by any such mortgagee be submitted to the Board of Directors for review as to compliance with the requirements clauses (i) through (iv) of Section 6.3(a).

(f) Any lease or attempted lease of a Lot in violation of the provisions of this Section 6.3 shall be voidable at the election of the Association or any other party having the right to enforce the provisions of this Declaration, except that neither party to such lease may assert this provision of this Section 6.3 to avoid its obligations thereunder.

Section 6.4. Signs. During the Development Period, no "for sale" or other advertising signs of any kind (other than interior window signs) shall be displayed on any Lot without the prior written approval of Declarant. Thereafter, the placement of "for sale" or advertising or other signs of any nature, kind or description anywhere on the Properties shall be subject to such reasonable rules and regulations as may be adopted by the Association.

Section 6.5. Home Occupations. No home occupation shall be conducted or maintained on any Lot other than one which is incidental to a business, profession or occupation of the Owner or occupant of any such Lot, and which is generally or regularly conducted in another location away from such Lot.

Section 6.6. Rules and Regulations. The Board of Directors from time to time may promulgate further rules and regulations concerning the use of Lots and the Common Area. A majority of those Owners voting at a meeting called for the purpose may rescind or modify any rule or regulation adopted by the Board of Directors. Copies of rules and regulations shall be furnished by the Board to the Owners prior to the time when the same shall become effective.

Section 6.7. Development and Sale Period. Nothing contained in this Article VI shall be construed or interpreted to restrict the activities of Declarant in connection with the development of the Properties and sale of Lots. During the Development Period, Declarant shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the Properties at any time owned or leased by Declarant, as in the sole opinion of Declarant may be reasonably required, or convenient or incidental to, the development of the Properties and sale of the Lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

Section 7.1. Maintenance by Owners. (a) The Owner of each Lot shall furnish and be responsible for, at his or her own expense, all the maintenance, repairs, decorating and replacements within such Owner's residence, including the heating and air conditioning system and any partitions and interior walls; for the maintenance, repair and replacement of all windows (except glass in patio doors and skylights) in his or her residence and the doors leading into the residence, and any and all other maintenance, repair, and replacements of the improvements on his or her Lot unless otherwise provided herein.

(b) To the extent that equipment, facilities and fixtures within any Lot shall be connected to similar equipment, facilities or fixtures affecting or serving other Lots, the use thereof by the Owner of such Lot shall be subject to reasonable rules and regulations promulgated by the Association.

Section 7.2. Exterior Maintenance Obligations of Association with Respect to Buildings. In addition to the maintenance obligations set forth in Article III, the Association shall provide exterior maintenance upon the Buildings constructed upon the Lots subject to assessment hereunder, and on the Common Area adjacent thereto, as follows: paint, repair, replace, maintain and care for roofs, gutters, downspouts, exterior Building surfaces, and other exterior improvements, lawns, shrubs, trees, trash removal and removal of snow from driveways. Such exterior maintenance shall not include windows or glass surfaces (except glass in patio doors and skylights), doors and doorways and window frames. Such maintenance shall be provided at regular intervals pursuant to a reasonable schedule to be determined by the Association, and at other times in the case of an emergency. In the event that the need for any such maintenance or repair is caused through the willful or negligent act of the Owner, or his or her family, guests, or invitees, the cost of such maintenance or repairs shall be recoverable by the Association through a special assessment added to the Regular Monthly Assessment to which such Lot is subject.

ARTICLE VIII

PARTY WALLS

Section 8.1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Buildings upon the Properties and placed on the dividing lines between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 8.2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 8.3. Destruction by Fire or Other Casualty. Subject to the provisions of Article IX hereof, if a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other

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Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 8.4. Weatherproofing. Notwithstanding any other provision of this Article, but subject to the provisions of Article IX hereof, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 8.5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

#### ARTICLE IX

##### INSURANCE

Section 9.1. Casualty Insurance. The Association shall purchase a master casualty insurance policy or policies affording fire and extended coverage insuring the Properties, including the Common Area and all living units and Buildings, in an amount consonant with the full replacement value of the improvements excluding, as to any Lot and the improvements thereon, all fixtures, betterments and improvements installed by any Owner and excluding any personal property owned by any Owner whether located on a Lot or elsewhere. If the Association can obtain such coverage for reasonable amounts it shall also obtain "all risk" coverage. The Association shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Association, it may cause such full replacement value to be determined by a qualified appraiser and the cost of any such appraisal shall be included in the Regular Monthly Assessment for each Lot on a pro rata basis. Such insurance coverage shall be for the benefit of the Association, each Owner, and, if applicable, the first mortgagee of each Lot. Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (1) waives its right to subrogation as to any claim against the Association, its Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms, that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted.

Section 9.2. Liability Insurance. The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organ of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association, all Owners and all other persons entitled to occupy any Lot.

Section 9.3. Miscellaneous Insurance Provisions.

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

Section 9.4. Monthly Assessment for Insurance.

The premiums for the insurance described above shall be paid by the Association, and the pro-rata cost thereof shall become a separate monthly assessment ("Monthly Insurance Assessment") to which each Lot shall become and be subject as of the commencement date and under the terms and conditions provided in Article V. Each Owner (except Declarant) shall prepay to the Association at the time his or her Lot is conveyed to such Owner an amount equal to thirteen (13) Monthly Insurance Assessments and shall maintain such prepayment account at all times. The Association shall hold such funds in escrow for the payment for the purchase of insurance as herein provided or shall use such funds to prepay the premiums of the required insurance. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner or mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Association who is required to send notices of meetings of the Association.

Section 9.5. Distribution to Mortgagee.

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

Section 9.6. Additional Insurance.

Each Owner shall be solely responsible for and obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his personal property, the contents of his residence (including, but not limited to, all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by him) and his personal property stored elsewhere on the Properties, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation of claims against the Association and any Owner as are described in Section 9.1 in reference to such provisions for the master casualty insurance policy to be obtained by the Association. Each Owner may obtain casualty insurance at his own expense upon his Lot, but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Association pursuant to this paragraph due to proration of insurance purchased by an Owner under this paragraph, the Owner agrees to assign the proceeds of this latter insurance, to the extent of



the amount of such reduction, to the Association to be distributed as herein provided.

Section 9.7. Casualty and Restoration. Damage to or destruction of any Common Area or any Building due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. For purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding of the damaged property to as near as possible the same condition as it existed immediately prior to the damage or destruction, with the same or a similar type of architecture.

Section 9.8. Insufficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area or any Building or Buildings or damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a special assessment against all Lots for such deficiency.

Section 9.9. Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Properties, or, in the discretion of the Board of Directors, may be distributed to the Owners or the Buildings affected and their Mortgagees who are the beneficial owners of the fund. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against another Owner for committing willful or malicious damage.

#### ARTICLE X

##### GENERAL PROVISIONS

Section 10.1. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the Association or any Owner and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 10.2. Severability. Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

Section 10.3. Amendment. During the first twenty (20) years following its recordation, this Declaration may be amended or modified at any time by an instrument recorded in

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the Office of the Recorder of Hamilton County, Indiana, approved and signed by at least seventy-five percent (75%) of the then Owners, and thereafter by an instrument signed by at least two-thirds (2/3) of the then Owners. Provided, however, that none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. This Declaration may also be amended by Declarant, if it then has any ownership interest in the Properties, at any time within (2) years after the recordation hereof, except that Declarant shall not effect any of the following changes without the approval of two-thirds (2/3) of the first mortgagees of the Lots (based upon one (1) vote for each mortgage) and two-thirds (2/3) of the Owners of Lots (excluding Declarant):

- (a) the abandonment, partition, subdivision, encumbrance, sale or transfer (other than to the Association) of any Common Area or Limited Common Area (other than the granting or altering of utility and drainage easements);
- (b) any change in the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;
- (c) any change in the provisions herein governing architectural design of improvements on Lots and the maintenance obligations with respect to the Properties;
- (d) any change that would allow the Association to maintain fire and extended insurance coverage on the Common Area in an amount less than the full insurable value thereof (based on current replacement cost);
- (e) any change that would allow the Association to use hazard insurance proceeds for losses to the Common Area for other than the repair, replacement or reconstruction of the Common Area.

The covenants, restrictions and all other provisions of this Declaration shall run with the land and shall be binding upon all persons owning any portion of the Properties and all parties claiming under them for a period of twenty (20) years from the date of recordation, and thereafter shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten-year period this Declaration is amended or changed in whole or in part as hereinabove provided.

Section 10.4. Annexation. Additional land within the tracts described in Exhibit "B" attached hereto, which tracts are adjacent to the real estate described in Exhibit A, may be annexed by Declarant to the Properties (and from and after such annexation shall be deemed a part thereof for all purposes hereunder) without the consent of members, at any time within three (3) years of the date of recordation of this Declaration. Subject to Section 10.5 hereof, additional residential property also may be annexed to the Properties with the consent of a majority of the members of the Association by the recording of a declaration applicable to the annexed real estate which incorporates the terms of this Declaration therein.

Section 10.5. HUD Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Department of Housing and Urban Development: annexation of additional property (except the property described in Exhibit B, as to which approval is not required), dedication of Common Area, and amendment of this Declaration.

Section 10.6. Mortgagee Rights. In addition to any other rights provided elsewhere in this Declaration to mortgagees, any lender or lenders holding a first mortgage or first mortgages upon any Lot or Lots, jointly or singly, may pay any real estate taxes or other taxes or charges which are in default and which may or have become a charge or lien against any Common or Limited Common Area or any other property owned by the Association; and may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any policies for any such property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this Section 10.6 shall be entitled to immediate reimbursement therefor from the Association along with any costs incurred, including reasonable attorneys' fees.

Section 10.7. Notice to Mortgagees. The Association, upon request, shall provide to any lender holding a first mortgage upon any Lot, a written certificate or notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-Laws or any other applicable documents, which default has not been cured within sixty (60) days. A reasonable charge may be made by the Association for the issuance of any such certificate or notice, and any such certificate properly executed by an officer of the Association shall be binding upon the Association, as provided in Section 5.7.

IN WITNESS WHEREOF, Singer Communities, Inc., has caused this Declaration to be executed as of the date first written above.

SINGER COMMUNITIES, INC.

By: *Roger H. Singer*  
Roger H. Singer,  
President

ATTEST:  
By: *Louis E. Randle, Jr.*  
Louis E. Randle, Jr.  
Secretary

STATE OF INDIANA )  
 ) SS  
COUNTY OF Marion )

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Before me, a Notary Public, in and the State of Indiana, personally appeared Roger H. Singer and Louis E. Randle, the President and Secretary, respectively of Singer Communities, Inc., who, after having been first duly sworn, acknowledged the execution of the foregoing Declaration for an on behalf of said corporation.

Witness my hand and notarial seal this 7th day of April, 1982.



Deborah J. Watson  
Notary Public

Deborah J. Watson  
Printed

My Commission Expires:  
October 7, 1985

My County of Residence:  
Marion

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
CEDAR COVE

EXHIBIT "A"

Part of the East Half of the Southwest Quarter of Section 10, Township 17 North, Range 4 East in Hamilton County, Indiana more particularly described as follows:

Commencing at a small stone found marking the Southeast corner of said East Half Quarter Section; thence along the South line thereof South 89 degrees 32 minutes 46 seconds West 91.20 feet to a point which lies North 89 degrees 32 minutes 46 seconds East 1216.33 feet from the Southwest corner of the East Half of said Southwest Quarter Section, which said corner lies North 89 degrees 32 minutes 46 seconds East 1307.53 feet from the Southwest corner of said Southwest Quarter Section; thence North 00 degrees 13 minutes 25 seconds West 970.88 feet; thence South 89 degrees 32 minutes 46 seconds West 284.67 feet to the Point of Beginning; thence South 89 degrees 32 minutes 46 seconds West 208.51 feet to a point in the center line of Allisonville Road as located (July, 1978 and June, 1980) per occupation and Indiana State Highway Plans dated 1937 for Project #297, Section A on Sheets 15 and 16, said point lies on a curve having a radius of 5729.58 feet, the radius point of which bears North 42 degrees 23 minutes 34 seconds West; thence Southwesterly along said curve and center line 250.80 feet to a point which bears South 39 degrees 53 minutes 05 seconds East from said radius point; thence along said center line of Allisonville Road South 50 degrees 06 minutes 55 seconds West 293.70 feet; thence South 39 degrees 53 minutes 00 seconds East 23.00 feet to a curve having a radius of 135.60 feet, the radius point of which bears North 50 degrees 07 minutes 00 seconds East; thence Southeasterly along said curve 65.08 feet to a point which bears South 22 degrees 37 minutes 00 seconds West from said radius point; thence South 67 degrees 23 minutes 00 seconds East 118.00 feet to a curve having a radius of 190.30 feet, the radius point of which bears South 22 degrees 37 minutes 00 seconds West; thence Southerly along said curve 126.21 feet to a point which bears North 60 degrees 37 minutes 00 seconds East from said radius point; thence North 60 degrees 37 minutes 00 seconds East 54.40 feet; thence North 85 degrees 00 minutes 00 seconds East 41.37 feet; thence North 15 degrees 00 minutes 00 seconds East 118.14 feet; thence North 68 degrees 12 minutes 00 seconds East 130.80 feet; thence North 21 degrees 48 minutes 00 seconds West 24.68 feet; thence North 54 degrees 25 minutes 00 seconds East 145.37 feet; thence North 00 degrees 48 minutes 00 seconds West 119.17 feet; thence North 89 degrees 12 minutes 00 seconds East 8.14 feet; thence North 00 degrees 48 minutes 00 seconds West 118.75 feet to the Point of Beginning, containing 4.10 acres, more or less.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
CEDAR COVE

EXHIBIT "B"

Part of the East Half and part of the West Half of the Southwest Quarter of Section 10, Township 17 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at a small stone found marking the Southeast corner of said East Half Quarter Section; thence along the South line thereof South 89 degrees 32 minutes 46 seconds West 91.20 feet to the Place of Beginning, said place of beginning lies North 89 degrees 32 minutes 46 seconds East 1216.33 feet from the Southwest corner of the East Half of said Southwest Quarter Section, which said corner lies North 89 degrees 32 minutes 46 seconds East 1307.53 feet from the Southwest corner of said Southwest Quarter Section; thence North 00 degrees 13 minutes 26 seconds West 970.88 feet; thence South 89 degrees 32 minutes 46 seconds West 493.18 feet to a point in the center line of Allisonville Road as located (July, 1978 and June, 1980) per occupation and Indiana State Highway Plans dated 1937 for Project #297, Section A on Sheets 15 and 16, said point lies on a curve having a radius of 5729.58 feet, the radius point of which bears North 42 degrees 23 minutes 34 seconds West; thence Southwesterly along said curve and center line 250.80 feet to a point which bears South 39 degrees 53 minutes 05 seconds East from said radius point; thence along said center line of Allisonville Road South 50 degrees 06 minutes 55 seconds West 610.00 feet to a curve having a radius of 3183.10 feet, the radius point of which bears South 39 degrees 53 minutes 05 seconds East; thence Southwesterly along said curve and center line 596.83 feet to a point on the South line of said West Half, said point bears North 50 degrees 37 minutes 39 seconds West from said radius point; thence along said South line North 89 degrees 32 minutes 46 seconds East 375.08 feet to the Southeast corner of said West Half, said corner lies North 89 degrees 32 minutes 46 seconds East 1307.53 feet from the Southwest corner of said West Half Quarter Section; thence along the South line of said East Half North 89 degrees 32 minutes 46 seconds East 1216.33 feet to the Place of Beginning, containing 23.63 acres, more or less.

EXCEPT, however, the following tract:

Part of the East Half of the Southwest Quarter of Section 10, Township 17 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at a small stone found marking the Southeast corner of said East Half Quarter Section; thence along the South line thereof South 89 degrees 32 minutes 46 seconds West 91.20 feet to a point which lies North 89 degrees 32 minutes 46 seconds East 1216.33 feet from the Southwest corner of the East Half of said Southwest Quarter Section, which said corner lies North 89 degrees 32 minutes 46 seconds East 1307.53 feet from the Southwest corner of said Southwest Quarter Section; thence North 00 degrees 13 minutes 25 seconds West 970.88 feet; thence South 89 degrees 32 minutes 46 seconds West 284.67 feet to the Point of Beginning; thence South 89 degrees 32 minutes 46 seconds West 208.51 feet to a point in the center line of Allisonville Road as located (July, 1978 and June, 1980) per

occupation and Indiana State Highway Plans dated 1937 for Project #297, Section A on Sheets 15 and 16, said point lies on a curve having a radius of 5729.58 feet, the radius point of which bears North 42 degrees 23 minutes 34 seconds West; thence Southwesterly along said curve and center line 250.80 feet to a point which bears South 39 degrees 53 minutes 05 seconds East from said radius point; thence along said center line of Allisonville Road South 50 degrees 06 minutes 55 seconds West 293.70 feet; thence South 39 degrees 53 minutes 00 seconds East 23.00 feet to a curve having a radius of 135.60 feet, the radius point of which bears North 50 degrees 07 minutes 00 seconds East; thence Southeasterly along said curve 65.08 feet to a point which bears South 22 degrees 37 minutes 00 seconds West from said radius point; thence South 67 degrees 23 minutes 00 seconds East 118.00 feet to a curve having a radius of 190.30 feet, the radius point of which bears South 22 degrees 37 minutes 00 seconds West; thence Southerly along said curve 126.21 feet to a point which bears North 60 degrees 37 minutes 00 seconds East from said radius point; thence North 60 degrees 37 minutes 00 seconds East 54.40 feet; thence North 85 degrees 00 minutes 00 seconds East 41.37 feet; thence North 15 degrees 00 minutes 00 seconds East 118.14 feet; thence North 68 degrees 12 minutes 00 seconds East 130.80 feet; thence North 21 degrees 48 minutes 00 seconds West 24.68 feet; thence North 54 degrees 25 minutes 00 seconds East 145.37 feet; thence North 00 degrees 48 minutes 00 seconds West 119.17 feet; thence North 89 degrees 12 minutes 00 seconds East 8.14 feet; thence North 00 degrees 48 minutes 00 seconds West 118.75 feet to the Point of Beginning, containing 4.10 acres, more or less.

This Instrument Recorded April 8 1982  
 MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

This Document Was prepared by  
 RORY O'BRIEN - ATTORNEY 810 FLETCHER TRUST  
 Bldg. Supls. Dept. 4/20/82

Declaration of Covenants, Conditions and Restrictions.  
 of Cedar Cove  
 Exhibit B - Page 2

32893

ARTICLES OF INCORPORATION BOOK 169 PAGE 27  
OF  
CEDAR COVE HOMEOWNERS ASSOCIATION, INC.

The undersigned incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Not-For-Profit Corporation Act of 1971 (hereinafter referred to as the "Act"), execute the following Articles of Incorporation:

ARTICLE I  
Name

The name of the Corporation is CEDAR COVE HOMEOWNERS ASSOCIATION, INC.

ARTICLE II  
Purposes

The purposes for which the Corporation is formed are:

This Instrument Recorded April 8, 1982  
M. L. CLARK, RECORDER, HAMILTON COUNTY, IND.  
CEDAR COVE HOMEOWNERS ASSOCIATION, INC. (the "Association"), is organized and will be operated as a home-owners association described in Section 528 of the Internal Revenue Code of 1954, as amended (the "Code"). The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area and certain other property ("Association Property") within that certain tract of property known as Cedar Cove, a subdivision located in Hamilton County, Indiana ("Cedar Cove"), that is now or may hereafter be owned by or subject to the jurisdiction of the Association for the common use or benefit of the owners of Lots therein, as more particularly described in a certain Declaration of Covenants, Conditions and Restrictions of Cedar Cove recorded in the Office of the Recorder of Hamilton County, Indiana (as such Declaration is or hereafter may be amended or supplemented from time to time as therein provided, which Declaration, as so amended or supplemented, is hereinafter referred to as the "Declaration") and to promote the health, safety and welfare of the residents within Cedar Cove, including any annexations or additions thereto that may hereafter be brought within the jurisdiction of the Association. In furtherance of this purpose, the Association shall possess all of the following powers:

RECEIVED  
FOR RECORD  
APR 8 11 04 AM '82  
M. L. CLARK  
RECORDER  
HAMILTON CO., IND.



(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, the Declaration being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment of by any lawful means, all charges or assessments made pursuant to the terms of the Declaration or the Association's By-Laws; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property, tangible or intangible, in connection with the affairs of the Association;

(d) To borrow money, and with the assent of two-thirds (2/3) of each class of members, to mortgage, pledge, deed in trust or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred;

(e) To dedicate, sell or transfer all or any part of the Association Property to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by the members as prescribed in the Declaration;

(f) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, upon compliance with the requirements of the Act;

(g) To acquire, hold, own and vote and to sell, assign, transfer, mortgage, pledge or otherwise dispose of the capital stock, bonds, securities, or evidences of indebtedness of any other corporation, domestic or foreign, insofar as the same shall be consistent with the purposes of the Association;

(h) To appoint such officers and agents as the affairs of the Association may require and to define their duties and fix their compensation;

(i) To indemnify any director or officer or former director or officer of the Association, or any person who may have served at its request as a director or officer of another corporation, against expenses actually and reasonably incurred by him in connection with the defense of any civil action, suit, or proceeding in which he is made or threatened to be made a party by reason of being or having been a director or officer, except in relation to matters as to which he is adjudged in the action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty to the Association. However, this indemnification is not exclusive and does not impair any other rights those indemnified may have under any provision of these Articles of Incorporation, the By-Laws of the Association, or any resolution or other authorization adopted, after notice, by a majority of the members voting at an annual meeting;

(j) To purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against liability under the provisions of this section;

(k) To make by-laws for the government and regulation of its affairs; and

(l) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Act by law may now or hereafter have or exercise, insofar as the exercise of such powers is consistent with Section 528 of the Code or any successor provisions thereto;

ARTICLE III  
Period of Existence

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The period during which the Corporation shall continue is perpetual.

ARTICLE IV  
Resident Agent and Principal Office

Section 1. Resident Agent. The name and address of the Corporation's Resident Agent for service of process is Roger H. Singer, 9655 Allisonville Road, Indianapolis, Indiana 46250.

Section 2. Principal Office. The post office address of the principal office of the Corporation is 9655 Allisonville Road, Indianapolis, Indiana 46250.

ARTICLE V  
Membership

Section 1. Initial Members. Initially, to satisfy the requirements of the Act, those three (3) persons who have agreed to serve as incorporators of the Association shall be the members (the "Initial Members"). The Initial Members shall remain members of the Association until three (3) persons have become members pursuant to Section 2. of this Article V, at which time the Initial Members shall cease to be members unless they qualify under Section 2.

Section 2. Classes of Members:

Class A. Class A members shall be the record owners, whether one or more persons or entities, of a fee simple title to any Lot (as defined in the Declaration) in the Cedar Cove subdivision, including contract sellers, but excluding persons or entities having such interest merely as security for the performance of an obligation.

Class B. The Class B member shall be Singer Communities, Inc., its successors and assigns, as the Declarant under the Declaration.

Section 3. Rights, Preferences, Limitations and Restrictions of Classes: Apart from the Initial Members as provided in Section 1, membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot or Block (as defined in the Declaration) in Cedar Cove.

Section 4. Voting Rights of Classes: The Initial Members shall be entitled to one vote each, until they cease to be members as provided in Section 1.

Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

The Class B member shall be entitled to three (3) votes for each Lot owned and twelve (12) votes for each Block owned (prior to subdivision of such Block into Lots). The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total number of votes outstanding in the Class A membership is equal to the total number of votes outstanding in the Class B membership; or
- (b) on June 1, 1984.

ARTICLE VI  
Directors

Section 1. Number of Directors. The initial Board of Directors is composed of three (3) members. The exact number of directors shall be prescribed from time to time in the By-Laws of the Association at a minimum number of three (3) and a maximum number of nine (9). In the absence of specification in the By-Laws, the number of Directors shall be three (3).

Section 2. Initial Board of Directors. The names and post office addresses of the initial Board of Directors are:

<u>Name</u>	<u>Number and Street or Building</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
Roger H. Singer	9655 Allisonville Road,	Indianapolis,	Indiana	46250
Thomas T. Stewart	9655 Allisonville Road,	Indianapolis,	Indiana	46250
Karen J. Fine	9655 Allisonville Road,	Indianapolis,	Indiana	46250

Section 3. Terms of Directors. The members of the initial Board of Directors shall serve until the first annual meeting of the members of the Association. Thereafter, a Director shall serve for a term of one (1) year and until his successor is elected and qualified. A Director may serve any number of consecutive terms.

Section 4. Election of Directors. Each Director shall be elected by the members of the Association in the manner provided from time to time in the By-Laws.

When a vacancy occurs on the Board of Directors by reason of the death, resignation, removal, or incapacity of a Director, or for any other reason except the expiration of a Director's term or an increase in the number of Directors prescribed in the By-Laws, the remaining Directors shall by majority vote elect a Director to serve until the next annual meeting of the members of the Association. When a vacancy occurs by reason of an increase in the number of Directors prescribed in the By-Laws, the vacancy shall be filled by a vote of the members of the Association in the manner provided in the By-Laws.

ARTICLE VII  
Incorporators

The names and post office addresses of the incorporators of the Association are as follows:

<u>Name:</u>	<u>Number and Street or Building</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
Roger H. Singer	9655 Allisonville Road	Indianapolis, Indiana		46250
Thomas T. Stewart	9655 Allisonville Road,	Indianapolis, Indiana		46250
Karen J. Fine	9655 Allisonville Road,	Indianapolis, Indiana		46250

ARTICLE VIII  
Statement of Property (if any)

A statement of the property, and an estimate of the value thereof, to be taken over by the Association at or upon its incorporation are as follows:

NONE

ARTICLE IX  
Provisions for Regulation and Conduct  
Of the Affairs of Corporation

Other provisions, consistent with the laws of this state, for the regulation and conduct of the affairs of the Association, creating, defining, limiting or regulating the powers of the Association, the Directors or the members of any class or classes of members are as follows:

Section 1. No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, its members or any other private person, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II of these Articles of Incorporation.

Section 2. Subject to the provisions of these Articles of Incorporation and applicable law, the Board of Directors shall have complete and plenary power to manage, control, and conduct all the affairs of the Association.

Section 3. No member or Director of the Association shall be liable for any of its obligations.

Section 4. Meetings of the members shall be held within the State of Indiana, in or near Hamilton or Marion County, and meetings of the Board of Directors shall be held within the State of Indiana.

Section 5. A Director may be removed, with or without cause, by a vote of a majority of the members of the Association, at a meeting of the members called expressly for that purpose.

Section 6. Any action required or permitted to be taken at any meeting of the members or of the Board of Directors may be taken without a meeting, if prior to such action a written consent to such action is signed by all members or all Directors, as the case may be, and such written consent is filed with the minutes of the proceedings of the members or of the Board.

Section 7. The Association shall and hereby does indemnify each Director, officer, former Director, and former officer of the Association, and each person who may serve or may have served at its request as a director or officer of another corporation, against expenses actually and reasonably incurred by him in connection with the defense of any civil action, suit or proceeding in which he is made or threatened

to be made a party by reason of being or having been a Director or officer, except in relation to matters as to which he is adjudged in the action, suit or proceeding to be liable for negligence or misconduct in the performance of duty to the Association.

Section 8. The Association may be dissolved only upon the affirmative vote of not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created, or granted, conveyed or assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

Section 9. Amendments. The Association shall be deemed, for all purposes, to have reserved the right to amend, alter, change or repeal any provision contained in its Articles of Incorporation to the extent and in the manner now or hereafter permitted or prescribed by statute, and all rights herein conferred upon members are granted subject to such reservation. Provided, however, that any amendment shall require the approval of two-thirds (2/3) of the entire membership of the Association, and that, so long as there is a Class B membership, no amendment shall become effective without the approval of the Department of Housing and Urban Development or the Veterans Administration.

Section 10. Further Provisions. Any further provisions, consistent with the Articles of Incorporation and the laws of this state, for the regulation and conduct of the affairs of the Association, and creating, defining, limiting or regulating the powers of this Association, of the Directors or of the members, may from time to time be prescribed by the By-Laws of the Association.

The undersigned, being one or more persons, do hereby adopt these Articles of Incorporation, representing beforehand to the Secretary of State of the State of Indiana and all persons whom it may concern that a membership list or lists of the above-named Corporation for which a Certificate of Incorporation is hereby applied for, have heretofore been opened in accordance with the law and that at least three (3) persons have signed such membership list.

IN WITNESS WHEREOF, we, the undersigned incorporators, do hereby execute these Articles of

Incorporation and certify the truth of the facts herein stated, this 7 day of April, 1982.

Roger H. Singer  
 Roger H. Singer

Thomas T. Stewart  
 Thomas T. Stewart

Karen J. Wine  
 Karen J. Wine

NOTARY ACKNOWLEDGEMENT  
(required)

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF Marion )

Before me, Deborah J. Watson, a Notary Public in and for said county and State, personally appeared the above incorporators and acknowledged the execution of the foregoing Articles of Incorporation.

Deborah J. Watson  
Notary Public

Deborah J. Watson  
Printed Name

I am a resident of Indianapolis, Indiana.  
My Commission expires: October 7th 1985.

This Instrument Recorded April 8 1982  
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

Notary Seal  
Required

WITNESS my hand and Notarial Seal this 7th day of April, 1982.



This instrument was prepared by Rory O'Bryan, attorney-at-law, 810 Fletcher Trust Building, Indianapolis, Indiana 46204.



BY-LAWS  
OF

BOOK 169 PAGE 36

CEDAR COVE HOMEOWNERS ASSOCIATION, INC.

32894

ARTICLE I  
General

Section 1. Name. The name of the corporation is Cedar Cove Homeowners Association, Inc., hereinafter referred to as the "Association".

Section 2. Principal Office. The post office address of the principal office of the Association is 9655 Allisonville Road, Indianapolis, Indiana 46250, but meetings of Members and Directors may be held at such places within the State of Indiana, in or near Hamilton or Marion County in the case of Members' meetings, as may be designated by the Board of Directors.

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

This Instrument Recorded April 8 1982  
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

ARTICLE II  
Definitions

Section 1. "Association" means Cedar Cove Homeowners Association, Inc., its successors and assigns.

Section 2. "Declaration" means the "Declaration of Covenants, Conditions and Restrictions of Cedar Cove" recorded in the Office of the Recorder of Hamilton County, Indiana, on April 7, 1982, as Instrument No. \_\_\_\_\_, as the same is or hereafter may be amended or supplemented from time to time as therein provided.

Section 3. "Articles" means the Articles of Incorporation of the Association filed with the Office of the Secretary of State of Indiana in April, 1982, as the same are or hereafter may be amended from time to time.

Section 4. "Properties" means that certain real estate included in the tract of property known as Cedar Cove, a subdivision located in Hamilton County, Indiana, as more particularly described in the Declaration, including any annexations or additions thereto that hereafter may be brought within the jurisdiction of the Association.

Section 5. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Block which is a part of the Properties.

RECEIVED  
FOR RECORD  
APR 10 04 AM '82  
MARY L. CLARK  
RECORDER  
HAMILTON CO., IN

including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term Owner as used herein shall include the Declarant, so long as the Declarant shall own any Lot or Block.

Section 6. "Declarant" means Singer Communities, Inc., its successors and assigns as a declarant.

Section 7. "Member" means each person who is a Member of the Association at the relevant time pursuant to the requirements for membership as set forth in the Articles.

Section 8. "Plat" means the subdivision plat of the Properties identified as "Conditional Final Plat of Cedar Cove Section One" recorded in the Office of the Recorder of Hamilton County, Indiana, as the same is or may be hereafter amended or supplemented by "Conditional Final Plats" of additional sections and by "Final Plats" of each Block within each section, or otherwise.

Section 9. "Block" means each of those parcels of land shown on the Plat as such, which shall include from time to time all of the Properties not designated as Lots or Common or Limited Common Areas. Upon completion of construction of the "Building" (as hereinafter defined) thereon, each Block shall be further subdivided, generally into four (4) Lots (with certain exceptions or variations as may be necessary or appropriate) and additional Common and Limited Common Areas, by supplementing the Plat with a "Final Plat" for such Block, at which time such Block shall cease to exist.

Section 10. "Lot" means any parcel of land shown upon the Plat as such (following supplementation as to any Block). More particularly, with respect to any single-family dwelling unit portion of the Building that is or shall be constructed on each Block, "Lot" means the real estate conveyed or to be conveyed in connection with such dwelling unit (which shall be an area which exceeds the perimeter dimensions of the exterior face of the foundation wall of the unit by approximately one inch (1") on exterior walls, and includes one-half (1/2) of the thickness of any party walls separating the unit from other units within the Building). A lot or prospective lot within a Block is not a "Lot" for any purpose hereunder until the Final Plat for such Block has been filed.

Section 11. "Building" means the multi-family dwelling unit that is or shall be constructed on each Block.

Section 12. "Board of Directors" means the Board of Directors of the Association.

Section 13. "Limited Common Areas" means those portions of the Properties (including improvements thereto) owned by the Association but restricted in use to the Lot or Lots appurtenant thereto, including the Driveway ("D.L.C.A."), Private Driveway ("P.D.L.C.A.") Limited Common Areas, certain walkway and patio areas, as illustrated on the Plat in the "Schematic Subdivision of a Block," and as to be located on the Final Plat for each Block.

Section 14. "Common Area" means those portions of the Properties (including improvements thereto), facilities and personal property owned or leased by the Association for the common use, benefit and enjoyment of its Members. Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all Limited Common Areas, private streets, Building exteriors and all other portions of the Properties not designated as Lots or (until final platting) as Blocks. The Common Area to be owned by the Association at the time of conveyance of the first Lot to an Owner includes all areas not designated as Blocks on the Conditional Final Plat of Cedar Cove Section One, together with all areas not designated as Lots on the Final Plat of the Block in which such Lot is located. As additional Blocks are subdivided into Lots, the Common Area within such Blocks (being all areas not designated as Lots therein) shall be owned by the Association as of the time of conveyance of the first Lot in each Block.

### ARTICLE III

#### Membership; Meetings of Members.

Section 1. Membership and Voting. Membership in the Association and voting rights of Members are governed by the Articles. Except as otherwise provided in the Articles, in the Declaration or in Article V of these By-Laws, each question shall be determined by a majority of the eligible votes cast by the Members present, in person or by proxy, at a meeting at which a quorum is present. The Members may take any action without a meeting that could be taken at a meeting, in the manner provided in the Articles.

Section 2. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at a time and place to be specified by the Board of Directors. If the

day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the President of the Association, or by a majority of the Board of Directors, or upon written request of Members who together are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership.

Section 4. Notice of Meetings. Except as otherwise required by the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by delivering or mailing a copy of such notice at least fifteen (15) days before such meeting, to each Member entitled to vote thereat, at or addressed to the Member's address last appearing in the records of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes of the meeting. Notice of any meeting may be waived by a written waiver filed with the Secretary or by attendance at the meeting in person or by proxy.

Section 5. Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action, except as otherwise required by the Articles or the Declaration. If, however, such quorum shall not be present at any meeting, the Members present and entitled to vote thereat are empowered to adjourn the meeting from time to time, without notice other than announcement at the meeting, until such later time or date that a quorum shall be present in person or by proxy.

Section 6. Voting by Co-Owners and Entities. The vote appurtenant to any Lot in which more than one person owns an interest may be exercised by any of such persons present at any meeting, unless the Association is advised (by objection or protest at the meeting or written notice prior thereto) by any other person owning an interest in such Lot that the Owners of the Lot are unable to agree upon the manner in which the vote appurtenant to such Lot shall be cast at such meeting or on any particular question to come before such meeting. In such event the vote appurtenant to the Lot shall not be counted at the meeting or on the particular question noted, as the case may be. In the event any Lot is owned by a corporation, then the vote appurtenant to such Lot shall be cast by a person designated in a certificate signed by the President or

any Vice President of such corporation and attested by the Secretary or an Assistant Secretary of such corporation and filed with the Secretary of the Association prior to the meeting. The vote appurtenant to any Lot owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting or in writing prior thereto, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes.

Section 7. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 8. Suspension of Voting Rights. No Class A Member shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due to the Association shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors.

Section 9. Rights of Mortgagees. An institutional mortgagee (as defined in Article XII, Section 3) of any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom such notice should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the Members to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are provided for notice to the Members in Section 4 of this Article III. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the Members and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the Members present at any such meeting. Such representative shall have no voting rights at any such meeting.

ARTICLE IV  
Board Of Directors: General BOOK 169 PAGE 41

Section 1. General Powers and Duties. The Board of Directors shall manage the affairs of the Association.

Section 2. Number. The Board of Directors shall be composed of three (3) members, who need not be Members of the Association.

Section 3. Term of Office. The members of the initial Board of Directors shall serve until the first annual meeting of the Members of the Association. Thereafter, each Director shall be elected to serve a term of one (1) year and until his successor is elected and qualified. A Director may serve any number of consecutive terms.

Section 4. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association, at a meeting of the Members called expressly for that purpose. A Director also may be removed by a majority vote of the other members of the Board of Directors if he fails to attend three (3) or more consecutive meetings of the Board.

Section 5. Compensation. Directors shall receive no compensation for their services as directors of the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his duties.

ARTICLE V  
Nomination And Election Of Directors.

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor by any Member eligible to vote at the meeting. The Nominating Committee shall consist of a Chairman who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by written ballot. In the election of Directors, each Member or his proxy may cast, in respect to each vacancy, as many votes as he is entitled to cast under the provisions of the Articles. The three (3) persons receiving the highest, second highest and third highest numbers of votes, respectively (whether or not a majority of the votes cast), shall be elected. Cumulative voting is not permitted.

Section 3. When a vacancy occurs on the Board of Directors by reason of the death, resignation, removal or incapacity of a Director, or for any other reason except the expiration of a Director's term or an increase in the number of Directors prescribed in these By-Laws, the remaining Directors shall by majority vote elect a Director to serve until the next annual meeting of the Members of the Association. When a vacancy occurs by reason of an increase in the number of Directors prescribed in these By-Laws, the vacancy shall be filled by a vote of the Members of the Association pursuant to Sections 1 and 2 of this Article V.

#### ARTICLE VI Meetings Of Directors

Section 1. Quorum and Voting. A majority of the Board of Directors shall be necessary to constitute a quorum for the transaction of any business except the filling of vacancies on the Board of Directors, and the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2. Annual Meeting. The newly elected Board of Directors shall meet annually, without notice, immediately following the annual meeting of the Members, for the purpose of electing officers of the Association for the ensuing year and transacting such other business as properly may come before the meeting.

Section 3. Special Meetings. Special meetings of the Board of Directors may be called by the President of the Association or by a majority of the Board of Directors upon not less than three (3) days' written notice. A special meeting may be held at such place as is specified in the call of the special meeting. The purpose of any such meeting need not be specified.

Section 4. Regular Meetings. Regular meetings of the Board of Directors may be held without notice, other than the adoption of a resolution of the Board establishing the

meeting schedule, at such place and hour as may be fixed by resolution of the Board. Should any regular meeting date fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5. Waiver of Notice. Notice of the time, place, and call of any meeting of the Board may be waived in writing if the waiver sets out in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Attendance at any meeting of the Board shall constitute a waiver of notice of such meeting and of the time, place, and call thereof.

Section 6. Action Taken Without a Meeting. The Board of Directors may take any action without a meeting that could be taken at a meeting, in the manner provided in the Articles.

#### ARTICLE VII

#### Specific Powers And Duties Of The Board Of Directors

Section 1. Powers. Without limitation on the Board's general power to manage the affairs of the Association, the Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Lots, the Common Area and any facilities at any time located on the Properties, and the personal conduct of the Members and guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations; and

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association (and not reserved to the membership) by the provisions of these By-Laws, the Articles or the Declaration and applicable law.

Section 2. Duties. Without limitation on the Board's general duty to manage the affairs of the Association, it shall be the duty of the Board of Directors to:



(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix and send written notice of assessments; and

(2) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date, or bring an action at law against the owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain the insurance coverages required by the Declaration;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Properties to be maintained to the extent of the Association's responsibility therefor as provided in the Declaration.

ARTICLE VIII  
Officers And Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a President who shall at all

times be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until his successor is elected and qualified, unless he shall sooner resign, or shall be removed or otherwise become disqualified to serve.

Section 4. Other Offices. The Board may elect one or more additional vice presidents, assistant secretaries or other officers as the Board may deem necessary or appropriate, each of whom shall hold office for one (1) year (and until his successor is elected and qualified) or such shorter period, and shall have such authority and perform such duties, as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer, or those of Vice President and Treasurer, may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The general duties of the officers, subject at all times to further delineation and delegation of duties by the Board, are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that

orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise such other duties as may be required by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association (if one is adopted) and affix it on all appropriate documents; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX  
Committees

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X:  
Books And Records:

BOOK 169 PAGE 47

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI  
Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. As more particularly set forth in the Declaration, if an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum; the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment; and no Owner may waive or otherwise escape liability for the assessments provided for in the Declaration by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII  
Mortgages-Notice

Section 1. Notice to Board of Directors. Any Member who mortgages the Lot to which his membership is appurtenant shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested so to do, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain a suitable roster pertaining to such mortgages. Any mortgagee of any Lot that desires that a record of its name and address be maintained by the Association may forward such information to the Secretary for the purpose of assisting in compliance with the notice provisions of these By-Laws.

Section 2. Consents. Any other provision of these By-Laws or of the Declaration to the contrary notwithstanding, the Association shall not take any of the following actions, nor shall the Members or the Board of Directors institute any

proceeding to take any of the following actions, without the prior written consent of institutional first mortgagees of record that own a mortgage or mortgages of an aggregate face value representing at least one-half (1/2) of the aggregate face value of all mortgages held by institutional first mortgagees of record:

- (a) abandon or terminate the Declaration;
- (b) modify or amend any provisions of these By-Laws or of the Declaration respecting notice to or consent or approval of mortgagees, or the method of determining and collecting common expense assessments and/or other assessments as provided in the Declaration, except for modifications requested by government authority;
- (c) mortgage, partition, subdivide, transfer, or otherwise dispose of substantially all of the Common or Limited Common Areas; or
- (d) resolve to use the proceeds of casualty insurance for any purpose other than the repair or restoration of the Properties and improvements thereon.

Section 3. Definition. As used in this Article, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees, and the term "mortgage" shall include a deed of trust. As used generally in these By-Laws, the term "institutional holder" or "institutional mortgagee" shall include the insurer of any mortgage and the following mortgagees: banks, trust companies, insurance companies, savings and loan associations, pension funds, real estate investment trusts, FNMA, FHLMC, and any corporation, including a corporation of, or affiliated with, the United States Government, or any agency thereof.

ARTICLE XIII  
Contracts, Loans, Checks

Section 1. Authorization. The Board of Directors may authorize any officer or officers or agent or agents of the Association to enter into any contract or execute any instrument on its behalf. Such authorization may be general or confined to specific instances. Except as provided in these By-Laws, no officer, agent, or employee shall have any power to bind the Association or to render it liable for any purpose or amount unless so authorized by the Board of Directors.

Section 2. Signatures. All checks, drafts, or other orders for payment of money by the Association shall be signed by the President, Secretary, Treasurer, or such other person as the board of directors may from time to time designate by resolution.

ARTICLE XIV  
Corporate Seal

The Association need not have a seal, except as may be otherwise specifically required by applicable law, and no seal is required to make any action or document executed by the Association effective. If a seal is adopted, it shall be in circular form having within its circumference the words: CEDAR COVE HOMEOWNERS ASSOCIATION, INC.

ARTICLE XV  
Amendments And Construction

Section 1. The power to make, alter, amend, or repeal the By-Laws is vested in the Board of Directors of the Association, subject to Article XII respecting the rights of institutional mortgagees; subject to the veto of the Department of Housing and Urban Development or the Veterans Administration so long as there is a Class B membership; and subject to the approval of the Members, by a majority vote of a quorum of Members at an annual or special meeting, of any amendment changing the following provisions:

- (a) Article III, respecting membership and meetings of Members;
- (b) Articles IV and V, respecting Directors and election thereof;
- (c) Article XI, respecting assessments; and
- (d) this Section 1 of this Article XV.

Section 2. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, we, being all of the directors of the Cedar Cove Homeowners Association, Inc., have hereunto set our hands this 7 day of April, 1982.

Roger H. Singer  
Roger H. Singer  
Thomas T. Stewart  
Thomas T. Stewart  
Karen S. Fine  
Karen S. Fine

STATE OF INDIANA )  
COUNTY OF Marion ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Roger H. Singer, Thomas T. Stewart and Karen J. Fine, the Directors of the Cedar Cove Homeowners Association, Inc., who, being duly sworn, acknowledged the execution of the foregoing By-Laws.

Witness my hand and notarial seal this 7th day of April, 1982.

Deborah J. Watson  
Notary Public

Deborah J. Watson  
Printed Name

I am a resident of  
Marion County,  
Indiana.  
My Commission expires:  
October 7, 1985.



**CERTIFICATION**

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Cedar Cove Homeowners Association, Inc., an Indiana corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of

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the Board of Directors thereof, held on the 17 day of April, 1982..

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 5th day of April, 1982..

  
Secretary

Prepared by Rory O'Bryan - Attorney  
810 Fletcher Trust Bldg. Indpls. Ind. 46204

This Instrument Recorded April 8 1982  
MARY L. CLARIC RECORDER, HAMILTON COUNTY, IND.



MISC. 178

88

84 4780

BOOK 178 PAGE 88

FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
CEDAR COVE

This FIRST AMENDMENT is made this 6th day of April, 1984, by SINGER COMMUNITIES, INC., an Indiana corporation (hereinafter referred to as "Declarant").

Recitals

1. The Declarant executed the "Declaration of Covenants, Conditions and Restrictions of Cedar Cove" which was recorded in the deed records of Hamilton County, Indiana, on April 8, 1982, as Instrument No. 32895 (the "Declaration").

This instrument recorded April 6 1984  
Mary L. Clark, Recorder, Hamilton County, Ind.

2. Pursuant to the provisions of Section 10.3 of the Declaration, the Declaration may be amended in certain respects by the Declarant at any time within two (2) years after its recordation.

3. The Declarant, with the approval of the Department of Housing and Urban Development, now desires to amend the Declaration as hereafter set forth.

Amendment

NOW, THEREFORE, Declarant hereby amends  
Declaration as follows:

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HAMILTON CO. IND.

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1. Article 2, Section 2.1, of the Declaration is amended to read as follows:

Section 2.1. "Association" means Cedar Cove Homeowners Association II, Inc., an Indiana not-for-profit corporation, its successors and assigns.

2. Article 4, Section 4.2, of the Declaration is amended to read as follows:

Section 4.2. Classes of Membership and Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members; the vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B members shall be the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned and twelve (12) votes for each Block owned (prior to subdivision of such Block into Lots). The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total number of votes outstanding in the Class A membership is equal to the total number of votes outstanding in the Class B membership; or

(b) On December 31, 1985.

IN WITNESS WHEREOF, Singer Communities, Inc., has caused this First Amendment to Declaration of Covenants,

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Conditions and Restrictions of Cedar Cove to be executed as of the date first written above.

SINGER COMMUNITIES, INC.

By [Signature]  
Louis E. Randle, Jr.  
President

ATTEST:

By [Signature]  
Patrick J. Kane  
Secretary

STATE OF INDIANA )  
COUNTY OF Monroe ) SS

Before me, a Notary Public, in and for the State of Indiana, personally appeared Louis E. Randle, Jr., and Patrick J. Kane the President and Secretary, respectively of Singer Communities, Inc., who, after having been first duly sworn, acknowledged the execution of the foregoing First Amendment for an on behalf of said corporation.

Witness my hand and notarial seal this 6th day of April, 1984.



[Signature]  
Notary Public

Lori Lee Leisring  
Printed

My Commission Expires: 4-22-88  
My County of Residence: Johnson

This Instrument Recorded April 6 1984  
Mary L. Clark, Recorder, Hamilton County, Ind.

This instrument was prepared by Mary K. Lisher, attorney at law. 810 Fletcher Trust Building, Indianapolis, Indiana 46204.

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8413544

ASSIGNMENT OF RIGHTS  
UNDER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF CEDAR COVE

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This ASSIGNMENT is entered into this 20th day of September, 1984, by SINGER COMMUNITIES, INC., an Indiana corporation ("Assignor"), and DELUXE HOMES, INC., an Indiana corporation ("Assignee").

Recitals

1. Assignor is the Declarant under the Declaration of Covenants, Conditions and Restrictions of Cedar Cove dated April 7, 1982, and recorded April 8, 1982, as Instrument No. 32895, in Miscellaneous Book 169, pages 52-75, as amended by the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Cedar Cove, dated April 6, 1984, and recorded April 6, 1984, as Instrument No. 84-4280, in Miscellaneous Book 178, pages 88-90, all in the office of the Recorder of Hamilton County, Indiana, as the same is or hereafter may be amended or supplemented from time to time as therein provided (the "Declaration").

2. Assignor is the owner of certain real estate located in Hamilton County, Indiana, which is more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Real Estate").

3. Pursuant to the terms of the Declaration, the Declarant under the Declaration may from time to time annex certain additional real estate described in Exhibit B attached to the Declaration to the "Properties" (as such term is defined in the Declaration) and thereby subject such real estate to the covenants, conditions and restrictions set forth in the Declaration.

4. The Real Estate constitutes a part of the tract described in Exhibit B attached to the Declaration.

5. Concurrently with the execution of this Assignment, Assignee will purchase the Real Estate from Assignor; and, following such purchase, Assignee may desire to annex the Real Estate to the Properties in the manner and to the extent provided in the Declaration.

NOW, THEREFORE, in consideration of Assignee's purchase of the Real Estate and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

This Instrument Recorded  
Mary L. Clark, Recorder, Hamilton County, Indiana

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1. Assignor hereby grants, transfers and assigns to Assignee as an appurtenance to the Real Estate (a) the right and privilege of Assignor as the Declarant under the Declaration to annex the Real Estate to the Properties in the manner and to the extent provided in the Declaration; and (b) in the event of such annexation of the Real Estate to the Properties, all other rights, privileges, duties, obligations, responsibilities and liabilities of Assignor as the Declarant under the Declaration with respect to the Real Estate.
2. Assignee hereby accepts and assumes all such rights, privileges, duties, obligations, responsibilities and liabilities to the extent granted by Assignor to Assignee pursuant to this Assignment.
3. Nothing in this Assignment shall be construed as a grant, transfer or assignment of any right, privilege, duty, obligation, responsibility or liability of Assignor as the Declarant under the Declaration with respect to any other property (whether or not presently constituting a part of the Properties) other than the Real Estate; and this Assignment shall not operate to release or relieve Assignor as the Declarant under the Declaration from the full performance of Assignor's obligations and covenants under the Declaration with respect to any of the Properties other than the Real Estate.
4. Assignee hereby covenants and agrees to indemnify, defend and hold Assignor harmless from and against any and all losses, costs, claims, damages, counsel fees and other expenses of every nature and character whatsoever arising out of or in connection with Assignee's exercise of the rights, privileges, duties, obligations, responsibilities or liabilities assigned to and assumed by Assignee pursuant to this Assignment; and in case any action shall be brought against Assignor by reason of such claim, Assignee shall, at Assignee's sole cost and expense, upon request from Assignor, appear and defend such action or proceeding.
5. Assignor hereby covenants and agrees to indemnify, defend and hold Assignee harmless from and against any and all losses, costs, claims, damages, counsel fees and other expenses of every nature and character whatsoever arising out of or in connection with Assignor's exercise of its rights, privileges, duties, obligations, responsibilities or liabilities as Declarant under the Declaration with respect to any of the Properties other than the Real Estate; and in case any action shall be brought against Assignee by reason of such claim, Assignor, at Assignor's sole cost and expense, upon request from Assignee, shall appear and defend any such action or proceeding.

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6. This Assignment shall be binding upon and shall inure to the benefit of the respective parties, their successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Rights Under Declaration of Covenants, Conditions and Restrictions of Cedar Cove as of the day and year first above written.

ASSIGNOR:

SINGER COMMUNITIES, INC.

By [Signature]

Printed Name P. J. KANE

Title VICE PRESIDENT

ATTEST:

[Signature]

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

ASSIGNEE:

DELUXE HOMES, INC.

By [Signature]

Printed Name Richard H. Crossan

Title President

ATTEST:

[Signature]

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF INDIANA )  
COUNTY OF Merion ) SS:

Before me, a Notary Public in and for the State of Indiana, personally appeared P. J. Kane and

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NOTARY PUBLIC  
HAROLD W. VAUGHAN, JR.

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\_\_\_\_\_, the Vice President and \_\_\_\_\_, respectively, of Singer Communities, Inc., and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this 27th day of September, 1984.

Signature Janet L. Sanders  
Printed Janet L. Sanders  
Notary Public



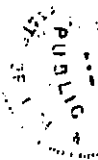
My commission expires: March 13, 1987  
I am a resident of Marion County, Indiana.

STATE OF INDIANA )  
COUNTY OF Marion ) SS:

Before me, a Notary Public in and for the State of Indiana, personally appeared Richard W. Crosser, and \_\_\_\_\_, the President and \_\_\_\_\_, respectively, of Deluxe Homes, Inc., and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this 27th day of September, 1984.

Signature Janet L. Sanders  
Printed Janet L. Sanders  
Notary Public



My commission expires: March 13, 1987  
I am a resident of Marion County, Indiana.

This instrument was prepared by Mary K. Lisher, attorney at law, 810 Fletcher Trust Building, Indianapolis, Indiana 46204.

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Part of the East Half of the Southwest Quarter of Section 10, Township 17 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at a small stone found marking the Southeast corner of said East Half Quarter Section; thence along the South line thereof South 89 degrees 32 minutes 46 seconds West 679.00 feet to the Southwest corner of "Conditional Final Plat for Cedar Cove Section Six" the plat of which was recorded November 10, 1982 in Plat Book 9 on pages 123 thru 125 as Instrument #40058 in the Office of the Recorder of Hamilton County, Indiana, which is the Point of Beginning; thence continue along said South line South 89 degrees 32 minutes 46 seconds West 504.78 feet to a point which bears North 89 degrees 32 minutes 46 seconds East 123.75 feet from the Southwest corner of said East Half Quarter Section; thence North 00 degrees 22 minutes 02 seconds West 468.21 feet to a point on the center line of Allisonville Road as located (July 1973 and June 1980) per occupation and Indiana State Highway Plans dated 1937 for Project #297 Section A on Sheets 15 and 16; thence along said center line of Allisonville Road North 50 degrees 06 minutes 55 seconds East 53.30 feet to the Northwest corner of said Section Six Plat (the next five courses are along said plat); (1) thence South 39 degrees 53 minutes 05 seconds East 60.00 feet; (2) thence South 61 degrees 30 minutes 00 seconds East 278.65 feet; (3) thence South 35 degrees 00 minutes 00 seconds East 221.99 feet; (4) thence South 44 degrees 00 minutes 00 seconds East 60.00 feet; (5) thence South 00 degrees 27 minutes 14 seconds East 80.00 feet to the Point of Beginning, containing 3.856 acres, more or less.

Subject to the right of way for East 96th Street and Allisonville Road.

EXHIBIT "A"

This Instrument Recorded act. 3 1984  
Mary L. Clark, Recorder, Ham... County, Ind.