

Declaration Re-recorded to attach Exhibit A, and Exhibit B.  
~~Instrument~~  
~~9909935796~~

94008900  
43 x 41  
000  
none

~~9909935796~~  
~~Filed for Record in~~  
~~HAMILTON COUNTY, INDIANA~~  
~~MARY L CLARK~~  
~~On 06-15-1999 At 11:59:08 am.~~  
~~DEC COV RES 89.00~~

DECLARATION  
OF  
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
FOR  
CENTENNIAL

THIS DECLARATION (hereinafter called "the Declaration" or "this Declaration"), made this 15<sup>th</sup> day of June, 1999, by CEC Associates, L.L.C. a Delaware limited liability company (hereinafter called "Declarant"),

WITNESSETH:

199909943314  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
MARY L CLARK  
On 07-22-1999 At 12:57 pm.  
DEC COV RES 94.00

*WHEREAS*, Declarant is the owner of the real estate in Hamilton County, Indiana, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Real Estate"); and

*WHEREAS*, Declarant is in the process of creating on the Real Estate a mixed use planned community to be known as Centennial; and

*WHEREAS*, Declarant desires to provide for the preservation and enhancement of the values and amenities in such community and the common facilities including the Intranet, technology facilities and utilities therein contained, and to this end, Declarant desires to subject the Real Estate and each Owner of all or part thereof to the terms of this Declaration, as hereinafter provided; and,

*WHEREAS*, Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which shall be delegated and assigned the powers of owning, maintaining and administering the common facilities located on and serving the Property (hereinafter defined), administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, performing certain maintenance, and repairs as hereinafter provided, and promoting the health, safety and welfare of the owners of the Property, and all parts thereof, and

*WHEREAS*, Declarant has caused, or will cause, to be incorporated under the laws of the State of Indiana a non-profit corporation under the name "Centennial Homeowners Association, Inc.", or a similar name, as such agency for the purpose of exercising such functions;

*NOW, THEREFORE*, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for

preservation and enhancement of the Property, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and of each of the Lots and Parcels situated therein, and which shall run with the Property and be binding upon all parties having any right, title or interest in the Property, their heirs, successors and assigns.

ARTICLE I  
Definitions

Section 1. The following words, when used in this Declaration or any supplemental declaration (unless the context shall prohibit), shall have the following meanings:

A. "**Applicable Date**" shall mean the "Applicable Date" as defined and determined in accordance with Section 3B of Article III hereof

B. "**Association**" shall mean Centennial Homeowners Association, Inc., an Indiana nonprofit corporation which Declarant has caused, or will cause, to be incorporated under said name or a similar name, its successors and assigns.

C. "**Board**" or "**Board of Directors**" shall mean the board of directors of the Association.

D. "**Common Area**" shall mean (i) those portions, of the Property shown upon any recorded subdivision plat of the Property, or any part thereof including portions thereof (such as streets) which are restricted and reserved for public use, whether such plat is heretofore or hereafter recorded, including all improvements and structures constructed or to be constructed thereon, and (ii) such portions of the Property (if any) as are hereafter declared to be "Common Area" by an instrument executed and recorded by Declarant, whether or not such areas comprise part or all of a lot or lots shown upon any recorded subdivision plat of the Property.

E. "**Declarant**" shall mean CEC Associates, L.L.C. a Delaware limited liability company and any successors and assigns of Declarant who it designates in one or more written recorded instruments to have the rights of Declarant hereunder, including, but not limited to, any mortgagee acquiring title to any portion of the Property pursuant to the exercise of rights under, or foreclosure of (or by acceptance of a deed in lieu of foreclosure of), a mortgage executed by Declarant; provided, however, that any such mortgagee so acquiring title by virtue of foreclosure against (or acceptance of a deed in lieu of foreclosure from) the Declarant shall not be deemed to have assumed any prior obligations or liabilities of the Declarant hereunder.

F. "**Church Parcel**" shall be that approximate 4 acre area shown on the recorded plat for Centennial labeled as Block E.

G. "**Commercial Parcel(s)**" shall be those areas designated as Commercial Areas on the recorded plat for Centennial and labeled as Block B and Block D.

H. **"Commercial Use"** shall be those uses as allowed in the LB district pursuant to the Town of Westfield Zoning Ordinance or those uses for which variances or other approvals have been received by Declarant or their designee, successor or assign.

I. **"Common Area Uses"** shall include recreational uses including but not limited to jogging, walking, team sports, swimming, tennis, basketball, of the common areas and shall include underground the utility and technology infrastructure installed or directed to be installed and maintained by the Declarant only.

J. **"Development"** shall mean the improvements, layout to the Property as designated on the Primary Plat.

K. **"Development Period"** shall mean the period of time beginning with the date of execution of this Declaration and ending with the date the Declarant is no longer the owner of any part of the Property.

L. **"Home"** shall mean a residential housing unit, including townhomes, designed or intended for use as living quarters for one family or housekeeping unit.

M. **"Initial Plat"** shall mean the subdivision plat(s) of the Real Estate.

N. **"Intranet"** and **"Intranet Network"** shall refer to but not be limited to the system of communication and technological devices, hardware, programs, wiring and connections which link all the Members and Owners one to the other and provide community information; access to goods and services; internet connectivity; and other general information.

O. **"Lot"** shall mean and refer to any and each plot, Parcel of land or otherwise deeded area included in the Property (with the exception of Common Area) designed and intended for use as a building site for a Home or other approved structure, and identified as a lot on any recorded subdivision plat of the Property or any part thereof (including the primary Plat)

P. **"Members"** shall mean any person or entity holding membership in the Association as provided in Article III hereof.

Q. **"Mortgage"**, shall mean any mortgage or other security instrument by which a Lot or any part thereof or any structure thereon is encumbered.

R. "**Mortgagee**" shall mean any person or entity named as the Mortgagee under any such Mortgage or any successors or assigns to the interest of such person or entity under such Mortgage prior to acquisition of the fee simple title to the property encumbered by such Mortgage.

S. "**Owner**" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Parcel which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

T. "**Parcel**" shall mean any area of land defined on the recorded plat for Centennial which shall include but not be limited to Lots, Church Parcel, Commercial Parcel, Townhome Parcel, Common Areas and other specifically identified or deeded areas which may be labeled as blocks on the recorded Plat and defined herein.

U. "**Person**" whether appearing in upper case or lower case form, shall mean an individual, firm corporation, partnership, association, trust, or other legal entity, or any combination thereof.

V. "**Property**" shall mean and refer to the Real Estate.

W. "**Real Estate**" shall mean the parcel or parcels of real estate in Hamilton County, Indiana, described in Exhibit "A" attached to and incorporated in this Declaration.

X. "**Residential Unit**" shall mean any living unit with Centennial whether free standing or attached.

Y. "**Security Systems**" shall refer to the systems, hardware, devices and wiring which within the residences and community which enable the monitoring thereof.

Z. "**Townhome Parcel**" shall mean and refer to the area of land designated on the recorded plat for Centennial as Block A and Block C.

AA. "**Utility Services**" shall mean any utility or functional service including without limitation, electricity, gas, sewer, telephone, television, and computer link by line, wire, cable, main, duct, pipe conduit, pole, microwave, satellite or any other transfer or wireless technology.

Section 2. Other terms and words defined elsewhere in this Declaration shall have the meanings herein attributed to them.

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Declaration. Declarant hereby expressly declares that the Property shall be held, transferred, sold, conveyed and occupied subject to all the terms, covenants, conditions, restrictions and provisions of this Declaration. As of the date of execution of this Declaration, the Property consists solely of the Real Estate. The Owner of any Lot at any time subject to this Declaration, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall accept such deed, execute such contract and undertake such occupancy subject to all of the terms, covenants, conditions, restrictions and provisions of this Declaration. By acceptance of such deed, execution of such contract or undertaking such occupancy, each Owner acknowledges the rights and powers of Declarant and of the Association with respect to or under this Declaration, and, for himself, his heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Declarant, the Association, and the Owners and subsequent Owners of each of the Lots affected by this Declaration, to keep, observe, perform and comply with the terms and provisions of this Declaration.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 1 Membership. Every Owner of a Lot, Residential Unit, or other unit of membership as herein defined, except as herein provided to the contrary, shall be entitled and required to be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be a member. An Owner of more than one Lot shall be entitled to, and there shall be required, one membership for each such lot. Each such membership shall be appurtenant to the Lot upon which it is based and shall transfer automatically by voluntary or involuntary conveyance of the title of that Lot. Except as herein otherwise expressly provided, no person or entity other than an Owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot.

Section 2. Transfer. A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of the record title of a Lot, or as otherwise specified herein, and then only to such transferee, by assignment, intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. It shall be the responsibility of each Owner, upon becoming entitled to membership, to so notify the

Association in writing, and until so notified, the Association may continue to carry the name of the former Owner as a member, in its sole discretion. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the thereupon the old membership outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

Section 3 Voting. The Association shall have two (2) classes of voting membership, as follows:

- A. Class A. Class A members shall be all Owners of Lots, Parcels and other members as specifically provided herein, with the exception of the Declarant prior to termination of Class B membership, and shall be entitled to one(1) vote for each lot owned with respect to each matter submitted to a vote of members upon which the Class A members are entitled to vote. When more than one person holds title to any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one Vote be cast with respect to any one Lot. There can be no split vote. Prior to or at the time of any meeting at which a vote is to be taken, each co-owner or other person entitled to a vote at such meeting shall file with the Secretary of the Association the name of the voting co-Owner or other person entitled to a vote at such meeting, unless such co-Owner or other person has filed a general voting authority with the Secretary applicable to all votes until rescinded.

(1) Additional Class A Members. The Commercial Parcel(s) shall be allowed but shall not be required to have 3 memberships for each acre within the Commercial Parcel labeled as Blocks B & D on the recorded Plat.

- B. Class B. Class B members shall be the Declarant and all successors and assigns of the Declarant designated by the Declarant as Class B members in a written notice mailed or delivered to the resident agent of the Association. Each Class B member shall be entitled, on all matters requiring a vote of the membership of the Association, to five (5) votes for each Lot owned by them or it and five (5) votes for each single numbered parcel of land shown upon and identified as a Lot on any recorded plat of the Real Estate. The Class B

membership shall cease and terminate upon the first to occur of (a) the date upon which the written resignation of the Class B members as such is delivered to the resident agent of the Association; (b) one hundred twenty (120) days after ninety-five percent (95%) of the Lots in the Property have been conveyed to Owners other than Declarant; (c) fifteen (15) years after the date of recording of the first conveyance of a Lot to an Owner other than Declarant; (the applicable date being herein referred to as the "Applicable Date"). Declarant shall each be entitled to one (1) Class A membership for each Lot of which it is the Owner on or after the termination of the Class B membership.

Section 4. Suspension of Voting Rights. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of thirty (30) days, or shall be in default in the performance of any of the terms of this Declaration for a period of thirty (30) days, such Owner's right to vote as a member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

Section 5. Board of Directors. Following the Applicable Date, 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. Until the Applicable Date, the Board shall consist of three (3) persons designated by Declarant pursuant to the Articles of Incorporation, as long as it shall own one or more lots.

#### ARTICLE IV PROPERTY RIGHTS

Section 1. General Provisions. The covenants and restrictions contained in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any Lot subject to this Declaration, their respective personal representatives, heirs, successors and assigns, for an initial term commencing on the date this Declaration is recorded and ending January 1, 2019, after which time the covenants and restrictions shall be automatically renewed for successive periods of ten (10) years each, as the same may be amended or modified as herein permitted and provided.

Section 2 Right of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area limited, however, to and for the uses and purposes for which any portion of the Common Area is designed and intended. Such right and easement shall

be a permanent easement appurtenant to and running with the land and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to pass reasonable rules, with respect to the Common Area, for the health, comfort, safety and welfare of persons using the same which rules shall not exclude or limit the activities allowed in the Common Areas as provided for herein; nor shall those rules attempt to limit or restrict the uses within the commercial area to a greater extent than uses in that area are restricted by zoning ordinance; nor shall the rules restrict or limit or remove the ability of a church congregation to operate a church body from the building constructed on the portion of the plat labeled as Church.

B. The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations;

C. The right of the Association to levy assessments as provided in this Declaration; and

D. The Declarant's General Easement set forth in Article XV; and

E. All other rights of the Association and Declarant reserved under this Article IV or elsewhere in this Declaration.

Section 3. Association's Rights and Obligations

A. The Association shall have the obligation to manage, repair, maintain, improve and operate the Common Area and to perform all additional obligations described in this Declaration.

B. The Association shall have the right to mortgage all or any portion of the Common Area for the purpose of securing a loan of money to be used for any of the purposes specified in subsection 3 A provided that the loan and mortgage do not restrict or limit the uses of the Common Area which are specified herein and provided that the rights of such mortgagee in the Common Area shall be subordinate to the rights of the Owners and Declarant under this Declaration, and provided, further, that the mortgagee shall have received the prior written approval specified hereinbelow.

C. The Association shall not have the right to dedicate or transfer all or any part of the Common Area to any governmental subdivision or public agency or utility, or to grant permits,



licenses, and easements over the Common Area except for granting the Dedicated Street Easement Areas (streets) to the Town or municipality. The Association may enter into agreements on behalf of the members for the providing of services and utilities to the property and/or the members including but not limited to security monitoring services, intranet services, internet services, phone (local and long distance), cable television and other services as may be available within Centennial from time to time.

D. The Property shall be subject to easements of record on the date the various portions thereof become subject to this Declaration, and to any easements in the Common Area which may at any time be granted by Declarant.

E. Anything herein apparently to the contrary notwithstanding, except as otherwise expressly herein provided, no abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Area or other common property or any part thereof shall be effective unless it shall have received the prior written approval specified hereinbelow. However, the common area may not be developed in any manner with housing or otherwise. The only improvements which may be erected on any common area may only be those facilities which benefit the use of the common area by the Owners or which are necessary for the operation of the utilities and technological infrastructure and devices installed by Declarant or directed to be installed by Declarant.

Section 4. Declarant's Rights Declarant shall have the same rights as any other Owner as to Lots owned by it from time to time, except as otherwise specified herein. In addition, until the last single numbered parcel of land shown upon, and identified as a lot on any recorded plat(s) of the Real Estate (whether heretofore or hereafter recorded, including the Initial Plat is conveyed to an Owner other than Declarant, or until the Applicable Date (whichever event shall first occur), Declarant shall have the right and easement over the Common Area for the completion of improvements including but not limited to utilities, technology infrastructure and making repairs to improvements (whether on the Common Area, or upon unsold Lots, or upon other portions of the Real Estate, and the right to maintain signs upon the Common Area and any other portions of the Property other than Lots owned by an Owner other than Declarant) for the purpose of marketing homes, and to invite and escort the public thereon for such purpose.

Section 5. Non-Dedication to Public Uses. All of the Common Area except such areas designated as Dedicated Street Easement (D.S.) on the Plat, is reserved for the use of the Owners, Members and the Association as provided in this Declaration. Nothing contained in this Declaration or in any subdivision plat of any part of the Property shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to the public or to

or for any public use or purpose whatsoever, except for such area designated as Dedicated Street Easement (D.S.) on the Plat. However, the Association and the Declarant retain the right to dedicate portions of Common Area to the public or to or for public uses or purposes but only to the extent, and upon all of the conditions, set forth in this Declaration.

Section 6. Easement for Unintentional Encroachment. Notwithstanding any other provisions contained herein, in the event that any Home or any improvement to any Home encroaches upon any part of the Common Area, as a result of construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, then a perpetual easement appurtenant to such encroaching Home shall exist for the continuance of any such encroachment on the Common Area. However, this section does not grant or confer rights to encroach upon the Common Area to any Owner.

Section 7. Title to Common Area. Declarant hereby covenants that it shall convey and transfer the Common Area and Dedicated Street Easements (D.S.) included in and constituting a part of the Real Estate to the Association prior to Declarant's resignation as a Class B member. The Common Area so conveyed by Declarant to the Association shall, at the time of such conveyance, be subject to all easements, covenants, conditions, limitations and restrictions then of record, including without limitation the Declarant's General Easement; provided, however the Common Area shall be free and clear of all liens and financial encumbrances other than the lien of the then current non-delinquent installment of real estate taxes and assessments and subsequent installments thereof which shall thereafter be paid when due by the Association.

#### ARTICLE V ASSESSMENTS

Section 1. Personal Obligations. Each Owner of a Lot, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed therein, shall be and is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, which shall be payable in regular installments, for the payment or provision of all expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Area and other areas as specified herein, contracts for services entered by the Association for the benefit of the members and all other expenses incurred or to be incurred by the Association for or in connection with the performance by the Association of its duties, obligations and responsibilities under this Declaration, which expenses may include, but shall not be limited to, the expenses and costs of liability insurance for the Common Area and any other common

property; snow removal (which cost shall not be included in the annual assessment but collected from the Owners based on actual cost), and trash removal (if provided by the Association); street maintenance; street lighting (if provided by the Association); and an adequate reserve fund for the periodic maintenance, repair and replacement of those improvements and elements of the Common Area and any other property that must be maintained, repaired or replaced on a periodic basis and which the Association may be obligated to maintain, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any assessments authorized herein, together with interest, costs and reasonable attorneys' fees, shall be a continuing lien from the first day of January (for annual assessments) and from the date the first installment is payable (for special assessments) against the Lot assessed. Such annual assessments shall be due and payable in a lump sum in advance of such twelve month periods or if the Association so allows, in four (4) equal installments on the first day of every third month or, if so determined by the Association, in such other periodic installments as may be specified by the Association. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot on the date said assessment became due and payable. Said personal obligation of an Owner shall not pass to his successors in title or interest unless expressly assumed by them or unless, prior to such transfer, a written notice of the lien for such assessments shall have been recorded in the office of the Recorder of Hamilton County, Indiana. No Owner shall escape liability for the assessments which fell due while he was the Owner by reason of non-use of the Common Area or non-use, transfer or abandonment of his Lot or Home or membership unit.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and residents of the Property, to construct, manage, improve, maintain, repair and administer the Common Area and Amenities, and for payment of any other costs and expenses incurred by the Association in connection with the performance of its duties, obligations and responsibilities hereunder. An adequate reserve fund shall be maintained for working capital and for the periodic maintenance, repair and replacement of those improvements and elements of the Common Area, Amenities and any other property that must be replaced on a periodic basis. Such reserve fund shall be maintained out of the regular annual assessments.

Section 3. Intranet and Security Monitoring Assessments. In order to promote the communication, welfare and safety within the community, Declarant is installing or causing to be installed an Intranet Network and security network(s) within the community. The Association shall contract for these services and shall collect from each member and or Owner at the same

time regular assessments are collected an amount which is attributable to the operation of the community intranet and security monitoring for the members.

Section 4. Annual Assessments Until December 31, 1999, the maximum initial annual assessment exclusive of intranet and security monitoring shall be at the annual rate of \$385.00 per Lot.

A. From and after December 31, 1999, the maximum annual assessments may be increased each year not more than ten percent (10%) above the maximum assessments permitted for the previous year, on a cumulative basis, without a vote of membership.

B. From and after December 31, 1999, the maximum annual assessments may be increased by more than ten percent (10%) above the maximum assessments permitted for the previous year by a vote of two-thirds (2/3) of the total votes of the Members who are voting in person or by proxy, at a meeting called for this purpose.

C. The Board of Directors may fix the annual assessments at any amount not in excess of the maximum permitted hereby.

Section 5. Reserve Fund Contribution. Each time a membership unit or ownership of a lot is transferred, conveyed or otherwise changes ownership, a Reserve Fund contribution from the incoming member/Owner in the amount of \$75.00 is required and shall be collected at the time the ownership is transferred. This contribution may not be deleted or waived by the Association or its directors. Further, the Association, its members or directors may not reduce the Reserve Fund Contribution but it may be increased subject to the approval of two thirds (2/3) of the members. Such contributions shall be deposited in an account separate from the operating funds of the Association.

Section 6. Commercial Parcel Assessment. The Commercial Parcel shall be assessed at a rate agreed upon by the Commercial Parcel and the Association with the Association providing maintenance services to the common areas of the Commercial Parcel so as to promote cohesiveness, continuity and uniformity in the care and maintenance in Centennial.

Section 7. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, or maintenance of the Common Area, Amenities or other such

property/improvements for which the Association is responsible, provided that any such assessment shall have the assent of not less than two-thirds (2/3) of the total votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 8. Notice and Quorum. Written notice of any meeting of Members called for the purpose of taking any action authorized under Article V, Sections 3 or 4, shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the opening of such meeting, the presence in person or by proxy of Members entitled to cast sixty percent (60%) of the total 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 any 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 9. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots or membership unit. Annual assessments shall be collected in a lump sum or if the Association so chooses, on a monthly basis (or other periodic basis, if and as determined by the Board) and special assessments shall be collected as the Board determines. The provisions of this Article V are subject to the provisions of Section 13 of this Article V.

However, should a special assessment be required for street maintenance or repair, the special assessment for that cost shall be allocated on a pro-rata basis among the various property use types based upon acreage for that property use type except for the Church Parcel being assessed as if it were equivalent to five (5) residences.

Section 10. Commencement of Initial Annual Assessments. The annual assessments provided for herein shall commence as to each Lot as of the date of transfer to an Owner who will occupy the residential unit or other structure home constructed upon such lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year for which such assessment is imposed.

Section 11. Commencement of Annual Assessments By November 1st of each year the Board shall fix the amount of annual assessments against each Lot for the following calendar year and shall send written notice thereof to each Owner. The due date for payment of annual assessments shall be as set by the Board. At the time the Board fixes the amount of annual assessments it shall adopt a budget for the following calendar year and cause a copy of such budget in reasonable detail to be furnished to each Owner.

Section 12. Proof of Payment. Upon written demand of an Owner or Mortgagee, at any time and for a reasonable charge, the Association shall furnish a written certificate signed by an officer of the Association setting forth whether there are any then unpaid annual or special assessments levied against such Owner's or Mortgagee's Lot. Such certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as unpaid.

Section 13. Non-Payment of Assessments. Any assessments which are not paid when due shall be deemed delinquent. If an assessment is not paid within thirty (30) days after the delinquency date, it shall bear interest from the delinquency date at the rate of eighteen percent (18%) per annum and shall become a continuing lien in favor of the Association on the Lot against which assessed and the improvements thereon, and the Association may bring an action at law or in equity against the person personally obligated to pay the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action, and the Association may also enforce and foreclose any lien it has or which may exist for its benefit.

Section 14. Recording and Enforcement of Liens. To evidence a lien for sums assessed pursuant to this Article, the Association or Declarant may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, the name of the person personally obligated to pay the same and a description of the Lot. Such a notice shall be signed by an officer of the Association and it or a notice of lien or adverse claim thereof may be recorded in the office of the Recorder of Hamilton County, Indiana. No notice of lien shall be recorded until there is a delinquency in payment of the assessment for thirty (30) days. Upon such a delinquency for thirty (30) days, the Association shall proceed promptly to enforce the lien or, in its discretion, to sue the person personally liable to pay the lien for the delinquency. Such lien shall be enforced by action in the same manner in which mortgages on real property may be foreclosed in Indiana. In any such foreclosure, the person personally obligated to pay the lien shall be required to pay all costs of foreclosure including reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The person personally obligated to pay the lien shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the foreclosed

interest in the Lot as the Owner thereof. The Association shall, upon written request, report to any Mortgagee of a Lot any assessments remaining unpaid for longer than thirty (30) days after the same shall have become due; provided, however, that such Mortgagee first shall have furnished to the Association written notice of the Mortgage under which it claims and its notice address. The Association may assign the lien rights provided herein to any provider of utility services or other services within Centennial which services are provided for the benefit of the member(s).

Section 15. Subordination of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage ("First Mortgage") and to tax liens and liens for special assessments in favor of any taxing and assessing unit of government. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or remedies provided in a First Mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to charges which were payable prior to such sale or transfer. No such sale or transfer shall relieve a Lot from liability for any assessments thereafter becoming payable or from the lien thereof or shall relieve the person personally obligated to pay the same or from personal liability for assessments payable prior to such sale or transfer or acquisition. Any delinquent assessments, the lien for which is extinguished by reason of this provision, may be reallocated and assessed to all Lots as a common expense.

Section 16. Limitations on Assessments Owed by Declarant. Notwithstanding anything to the contrary contained herein, neither Declarant nor The Estridge Group, Inc. shall be obligated to pay, as to any and all Lots owned by them from time to time, any assessments (whether regular annual assessments or special assessments) payable hereunder by Owners.

## ARTICLE VI ARCHITECTURAL CONTROLS

Section 1. The Architectural Review Board. An Architectural Review Board ("Committee") consisting of two (2) or more persons shall be appointed by the Declarant. Following the end of the Development Period, the Architectural Review Board shall be appointed by the Board of Directors.

Section 2 Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location, and maintenance of the Property and of improvements thereon in such

manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements, and the natural vegetation and topography.

Section 3. Conditions Except as otherwise expressly provided in this Declaration, no improvements, alterations, repairs, change of colors, excavations, changes in grade, planting, or other work that in any way alters any Lot or the exterior of the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by Declarant to an Owner shall be made or done without the prior approval of the Architectural Review Board of a Lot Development Plan therefor. Prior to the commencement by any Owner other than Declarant of (i) construction, erection or alteration of any Home, building, fence, wall, swimming pool, tennis court, patio or other structure on a Lot or (ii) any plantings on a Lot, a Lot Development Plan with respect thereto shall be submitted to the Architectural Review Board, and no building, fence, wall, Home or other structure shall be commenced, erected, maintained, improved, altered, made or done, or any plantings made, by any person other than Declarant without the prior written approval of the Architectural Review Board of a Lot Development Plan relating to such construction, erection, alteration or plantings. Such approval shall be in addition to, and not in lieu of, all approvals, consents, permits and/or variances required by law from governmental authorities having jurisdiction over Centennial, and no Owner shall undertake any construction activity within Centennial unless all legal requirements have been satisfied. Each Owner shall complete all improvements to a Lot strictly in accordance with the Lot Development Plan approved by the Architectural Review Board. As used in this Section (3), "plantings" does not include flowers, bushes, shrubs or other plants having a height of less than twelve (12) inches.

Section 4. Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing a Lot Development Plan within sixty (60) days after notice of such Plan has been duly filed with the Architectural Review Board in accordance with procedures established by Declarant, or, if Declarant is no longer a Class B member, the Board of Directors, approval will be deemed denied. A decision of the Architectural Review Board (including a denial resulting from the failure of the Architectural Review Board to act on the Plan within the specified period) may be appealed to the Board of Directors, which may reverse or modify such decision (including approval of a Plan deemed denied by the failure of the Architectural Review Board to act on such Plan within the specified period) by a two-thirds vote of the Directors then serving.

Section 5. Guidelines and Standards The Architectural Review Board shall have the power to establish and modify from time to time such written architectural and landscaping design guidelines and standards as it may deem appropriate to achieve the purpose set forth in Section 2



to the extent that such design guidelines and standards are not in conflict with the specific provisions of the Declaration. Any such guidelines or standards may be appealed to the Board of Directors which may terminate or modify such guideline or standard by a three-fourths (3/4) vote of the Directors then serving.

Section 6 Application of Guidelines and Standards. The Architectural Review Board shall apply the guidelines and standards established pursuant to Section 5 in a fair, uniform and reasonable manner consistent with the discretion inherent in the design review process. In disapproving any Lot Development Plan, the Architectural Review Board shall furnish the applicant with specific reasons for such disapproval and may suggest modifications in such plan which would render the plan acceptable to the Architectural Review Board if submitted.

Section 7. Exercise of Discretion. Declarant intends that the members of the Architectural Review Board exercise discretion in the performance of their duties consistent with the provisions of Section 6, and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members.

#### ARTICLE VII OTHER RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area. The Association, subject to the rights and obligations of the Owners as set forth in this Declaration, shall be responsible for, and be vested with, the exclusive management and control of the Common Area, Dedicated Street Easements, Amenities and all improvements (if any) thereon (including equipment related thereto), and shall keep the same in good order and repair. Such responsibility (to the extent the same is not otherwise herein declared or stated to be the obligation or responsibility of Owners of Lots) shall include, but not be limited to, the maintenance and repair of the Common Area, Dedicated Street Easements, Amenities, and all other improvements or material located within or used in connection with the Common Area(s) and Dedicated Street Easements except for the maintenance of the Intranet Network and any other utilities installed in the Common Area by Declarant and or provided by Declarant. The obligation of the Association shall include the maintenance of the lawns, sprinkler systems and landscape of the Lots fronting the elliptical park (Common Area 3 and Common Area 4 on the Plat). Such Lots are numbered 1, 2, 3, 4, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 on the Plat.

Section 2. Services. The Association shall obtain and pay for the services of a professional management entity which is specifically in the business of property and association management

to manage the maintenance and upkeep of the Common Areas and may obtain services as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property including individuals or entities to manage the Centennial Amenities (pool, pool programs, sports fields, courts, etc.), whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property, the enforcement of this Declaration or any proceedings or controversy in which the Board determines it is necessary or advisable to have professional advice. The Association may arrange with others to furnish trash collection and other common services to each Lot.

Section 3. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise. Such beneficial interest shall not be transferable except with the transfer of title to a Lot, provided that an Owner may delegate his right of enjoyment of such personal property (if any) to any resident of his Lot. A transfer of title to a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Lot under foreclosure shall entitle the purchaser to the beneficial interest in such personal property associated with the foreclosed Lot.

Section 4. Hazard and Liability Insurance for Common Property. The Association shall procure extended coverage insurance on the Common Area, reconstruction of such insurable Common Areas and other common property, including insured improvements. The cost of such insurance shall be assessed as provided in Article V above. Holders of First Mortgages ("First Mortgagees") on Homes, jointly or singly, may pay overdue premiums on hazard insurance policies, or may secure new hazard insurance coverage on the lapse of a policy, for the Common Area and other common property, and First Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association. The Association is authorized to enter into an agreement in favor of all First Mortgagees of Homes establishing entitlement to such reimbursement.

#### ARTICLE VIII COMMUNITY INTRANET, SECURITY SYSTEM(S) AND UTILITIES

Section 1. Community Intranet. Declarant may install or caused to be installed an Intranet/Intranet Network and Security System within the community for the use and benefit of

the Owners and Members thereof. Declarant or Declarant's designee, successor or assign shall be the exclusive provider of such Intranet and Intranet Network within Centennial.

Section 2. Security System. The Security System shall include both the systems within the residences, Commercial Parcel, Townhome Parcel and Church Parcel along with the Common Areas and other areas of Centennial. Declarant or Declarant's designee, successor or assign shall be the exclusive provider of such Security System and monitoring thereof within Centennial.

Section 3 Maintenance. Declarant or Declarant's designee, successor or assign shall maintain the Intranet Network and Security System within the community which shall include maintenance to all hardware, software, wiring, connections, devices and other components necessary for the operation of the Intranet and Security System pursuant to an agreement for such with the Association.

Section 4. Easement for Maintenance and Upkeep. Declarant or Declarant's designee, successor or assign shall have a continuing easement over all of the lots, common areas, dedicated street easements and Real Estate within Centennial for maintenance and upkeep of the Intranet and Intranet Network and Security System. Such easement shall run with the land and be binding upon the Association and the heirs, successors and assigns of the individual Owners and Members.

Section 5. Assessments. The Association shall assess the Owners and Members as previously herein provided for access to and use of the Intranet and Intranet Network and Security System pursuant to the agreement entered by the Association.

Section 6. Other Utility Services. Declarant may provide other utility type services to the residences and Centennial including but not limited to local and long distance telephone service, cable television, gas and electric. If Declarant provides any of these services or others not listed, Declarant or Declarant's successor or assign shall be the exclusive provider of such service provided the services are generally available to the Owners and Members for subscription. The Association may not contract with other providers of such services within Centennial without the prior written consent of Declarant or their successors and assigns.

Section 7. Technology Advisory Board. A Technology Advisory Board ("Advisory Board") will be established by the Declarant. The Initial Board will consist of five (5)

persons who shall be appointed by the Declarant. Following the end of the Development Period, the Technology Advisory Board shall be comprised of three (3) elected Owners/Members and two (2) positions appointed by the Board of Directors with one appointment each from the members of the Commercial Parcel and the Church Member.

Section 8. Purpose of the Technology Advisory Board. The Technology Advisory Board shall consult with Declarant or Declarant's successor or assign regarding the content and services offered within Centennial via the Intranet and Intranet Network in an effort to promote and maintain the communication, safety and values of Centennial. The Technology Advisory Board shall only act in an advisory role.

#### ARTICLE IX GENERAL RESTRICTIONS, OBLIGATIONS AND RIGHTS APPLICABLE TO PROPERTY

Section 1. Home and Lot Restrictions. No more than one Home shall be erected or maintained on each Lot. No Home shall be used for purposes other than as a single-family residence, nor shall any trade or business of any kind be carried on within a Home or upon a Lot, nor shall any Lot or any part thereof be leased, sublet, assigned or suffered to be used for transient occupancy, provided that none of the following activities shall be considered a violation of this covenant:

A. The maintenance of model Homes and business and sales offices by Declarant or their designated Builders during the construction and sale periods.

B. The maintenance of offices by the Association or its designated manager for purposes of managing of the Property.

C. Lease, rental or use of a Home for purposes consistent with this Section.

D. The use of a Home by an Owner for incidental office purposes to the extent permitted by applicable zoning ordinances.

Section 2. Building Set-back Lines. Building set-back lines are established on the Plat. No building or structure shall be erected or maintained between said set-back lines and the front, rear or side lot line (as the case may be) of said Lot.

Section 3. Garages. No garage shall be erected on any Lot which is not permanently attached to the Home, and no unenclosed storage area shall be erected. No enclosed storage area shall be erected on any Lot which is not permanently attached to the Home.

Section 4. Outbuildings. No trailers, shacks, mini barns, play houses/forts, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any Lot, except that used by a builder during the construction of a Home, which temporary construction structures shall be promptly removed upon completion of construction of the Home.

Section 5. Driveways. Each driveway on a Lot shall be of concrete or asphalt material.

Section 6. Swimming Pools and Basketball Goals. No above-ground swimming pools shall be permitted. No basketball goals either pole mounted or garage mounted shall be allowed. Further, no portable basketball goals shall be allowed.

Section 7 Solar Heat Panels. No solar heat panels shall be permitted.

Section 8. Access. All Lots shall be accessed from the interior streets of the Property.

Section 9. Fences, Yard Ornaments, Exterior Painting & Electric Bug Zappers. All fences require the prior approval of the Committee. No chain link or metal fences with the exception of wrought iron are allowed. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said lines, or, in the case of a rounded property corner, from the intersection of the street lines extended. The same sight-line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage lines are maintained at sufficient height to prevent obstruction of such sight line. No fence may be placed on a Lot abutting a lake that exceeds four (4) feet in height beyond a point fifteen (15) feet from the Home constructed on said Lot, except by special permission granted by the Board of Directors. All fencing, color, style and its placement, shall be subject to approval by the Committee. No fence shall be higher than six (6) feet. Fencing style and color shall be consistent with the Property.

No yard ornament shall be allowed on any lot including but not limited to metallic balls, concrete statues, etc. without the approval of the Committee.

No exterior painting shall be permitted without the prior approval of the Committee.

Electric or electronic bug zappers or killers are not allowed.

Section 10. Trash No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. All rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.

Section 11. Tanks No gas or oil storage tanks may be permanently used in connection with any Lot.

Section 12. Obstruction There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except construction materials and equipment during the construction period or except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

Section 13. Prohibition of Damage and Certain Activities Nothing shall be done or kept on any Lot or in any Home or on or in any Common Area or any part thereof which would increase the rate of insurance on the Property or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any Lot or in any Home or on or in any Common Area or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Property and buildings thereon shall be committed by any Owner or any invitee or tenant of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees or tenants, to the Association and other Owners. No noxious, destructive or offensive activity shall be allowed in any Homes, on any Lots or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other Owner or to any other person at any time lawfully residing on the Property.

Section 14. Animals. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in or on any Lot, except that household pets may be kept on Lots, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purposes; provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three days' written notice from the Board, and provided further, that upon written request of twenty-five percent (25%) of the voting power of the Association, the Board of Directors shall have the authority to, and shall order the removal of, any pet.

Section 15. Storage. Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, outdoor cooking equipment, yard and garden tools and equipment and trash and garbage containers, shall not be allowed unless approved by the Architectural Review Board. The storage or collection of rubbish of any character whatsoever, any material that emits foul or obnoxious odors, the growing of any noxious or illegal weed or other natural substance, and the harboring of the source of any noise or activity which disturbs the peace, comfort or serenity of residents is prohibited. Usual household trash and garbage shall be regularly collected but any trash or garbage may not be kept outside. Notwithstanding the foregoing, no boats, snowmobiles, recreational vehicles, trailers, camping vehicles, buses, mobile homes, tractor/trailers, trucks, motorcycles, mini-bikes, mopeds, unlicensed or inoperable vehicles, or any other vehicles of any description other than normal passenger automobiles (including station wagons and small trucks such as pickups, sport utility vehicles and vans) shall at any time be stored or parked on any Lot outside of a garage, or on any street within the Property, or on any part of the Common Area, either permanently or temporarily. No vehicles of any type shall be stored/parked on the street overnight.

Section 16. Signs. No signs of any kind (other than designations, in such styles and materials as the Association shall by rule or regulation approve, of street addresses and names of occupants) shall be displayed to the public view on any Lot, except that a "For Sale" or "For Lease" sign may be displayed on a Lot which is being offered for sale or lease provided that it is in such form, style and location as the Board may require, and except that Declarant shall be permitted to erect and maintain upon the Property such signs as it deems appropriate to advertise the development during the construction and sale periods.

Section 17. Antennae and Satellite Dish. No roof antenna or satellite dishes shall be installed or permitted in the Property.

Section 18. Rentals. Any lease between an Owner and a lessee shall provide that the terms of

the lease shall be subject in all respects to the provisions of this Declaration and the Articles of incorporation and By-Laws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing. No Home or Lot may be leased for a period of less than 90 days. Other than the foregoing, there shall be no restrictions on the right of any Owner to lease his Home.

Section 19. Rules and Regulations. The Board may adopt, and may amend, modify, rescind and cancel, such other rules and regulations from time to time governing the use and enjoyment of the Property, including the Common Area, as the Board in its sole discretion deems appropriate or necessary, however, such rules shall not limit the ability of the Members to use each and every Common Area nor shall such rules restrict any use within the Church Parcel and Commercial Parcel.

Section 20. Accessory Outbuilding Prohibited. No accessory outbuildings shall be erected on any Lot or Lots.

Section 21. Occupancy or Residential Use of Partially Completed Home Prohibited No Home shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed for occupancy in accordance with the approved building plan. The determination of whether the Home shall have been substantially completed in accordance with the approved building plan shall be made by the Committee and such decision shall be binding on all parties.

Section 22. Other Restrictions The Property shall be subject to the easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Property, all of which are incorporated herein by reference.

Section 23. Upkeep and Maintenance. Each Owner shall be responsible for the upkeep and maintenance of his Home and all other areas, features or parts of his Lot to the extent not otherwise maintained by the Association.

Section 24. Right to Perform Certain Maintenance. In the event that the Owner of any Lot in the Property shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of this Declaration, Declarant shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements thereon, if any, conform to the requirements of this Declaration. The cost therefor to Declarant



shall be collected in a reasonable manner from Owner. Declarant or its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder. Upon the Applicable Date, the Association shall succeed to and be vested with the rights of the Declarant as provided for in this Section.

Section 25. Development and Sale Period. Nothing contained in this Article IX shall be construed or interpreted to restrict the activities of Declarant in connection with the development of the Property and sale of Lots. Declarant shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities upon any portion of the Property 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 Property 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.

## ARTICLE X RIGHTS FOR THE PROTECTION OF FIRST MORTGAGEES

Section 1. Precedence. The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

Section 2. Notice of Action. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a First Mortgage on a Lot or Home and the address of such party (a holder of a First Mortgage on a Lot or Home who has so requested such notice shall be referred to herein as an "eligible mortgage holder" and an insurer or governmental guarantor of a First Mortgage on a Lot or Home who has so requested such notice shall be referred to herein as an "eligible insurer or guarantor"), any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

- (A) Any condemnation loss or any casualty loss which affects a material portion of the project or any lot or Home on which there is a First Mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- (B) Any delinquency in the payment of assessments or charges owed, or any other default in the performance of any obligation under the Declaration, By-Laws or Articles of Incorporation by an Owner of a Lot or Home subject to a First Mortgage

held, insured, or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of 60 days;

- (C) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (D) Any proposed action which would require the consent of a specified percentage of mortgage holders as specified in this Article; and
- (E) Any default in the performance by the Owner of any obligation under the Declaration or By-Laws which is not cured within sixty (60) days.

Section 3. No Right of First Refusal. The right of an Owner to sell, transfer, or otherwise convey his Lot or Home will not be subject to any right of first refusal or any similar restriction in favor of the Association or other Owners.

Section 4. Liability for Unpaid Assessments. Any First Mortgagee who obtains title to or comes into possession of a Lot pursuant to the remedies provided in its First Mortgage or by foreclosure of the First Mortgage or by deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale in connection with any such First Mortgage shall not be liable for the unpaid assessments of the Lot which were payable prior to the acquisition of title to or possession of such Lot by the First Mortgagee.

Section 5 Certain Amendments. In addition to other requirements set forth herein, after the Applicable Date, unless at least seventy-five percent (75%) (or such higher percentage as is required by law or this Declaration) of the Owners other than any sponsor, developer, or builder, including the Declarant of the Lots (based upon one vote for each Lot owned) have given their prior written approval, neither the Association nor the Owner shall be entitled to:

- (A) terminate the legal status of the project (except in accordance with procedures set forth in this Declaration and the By-Laws in the event of amendment or termination made as a result of destruction, damage or condemnation);
- (B) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area; provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area shall not be deemed such a transfer,

- (C) use hazard insurance proceeds for losses to any Common Area or other common property for other than the repair, replacement or reconstruction of such common property;
- (D) add or amend any material provisions of this Declaration which establish, provide for, govern or regulate any of the following:
- (1) voting;
  - (2) assessment liens or subordination of such liens;
  - (3) elimination of reserves for maintenance, repair and replacement of the Common Area (or exterior maintenance of Homes if applicable);
  - (4) insurance or Fidelity Bonds;
  - (5) rights to use of the Common Area;
  - (6) responsibility for maintenance and repair of the several portions of the project;
  - (7) boundaries of any Lot;
  - (8) the interests in the general Common Area;
  - (9) leasing of Lots or Homes;
  - (10) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Lot or Home;
  - (11) any provisions which are for the express benefit of First Mortgage holders, eligible mortgage holders or eligible insurers or guarantors of First Mortgages on Lots, except in accordance with procedures set forth in this Declaration and the By-Laws in the event of amendment or termination made as a result of destruction, damage or condemnation or with respect to a reallocation of interests in the Common Area which might occur pursuant to any plan of expansion or phased development contained in this Declaration; or
- (E) by act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof pertaining to the architectural design or the exterior appearance of Home(s).

For purposes of this Section, an addition or amendment to such documents shall not be considered material if it is made (I) for the purpose of correcting clerical, typographical or technical errors, (II) for clarification only, (III) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage

Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (IV) to induce any of the agencies or entities mentioned or referred to in subsection III hereinabove to make, purchase, sell, insure or guarantee First Mortgages covering Lots and Home(s), or (V) to bring such documents into compliance with any statutory requirements, and any such addition or amendment to such documents which is so considered not to be material may be made by Declarant acting alone and without the consent, approval or joinder of the Owners, the Association, any First Mortgagees, any other mortgagees or any other person.

An eligible mortgage holder who receives a written request to approve additions or amendments who does not deliver or mail to the requesting party a negative response within 30 days shall be deemed to have approved such request.

Section 6. Examination of Books and Records First Mortgagees and holders, insurers and guarantors of First Mortgages shall have the right to examine the books and records of the Association, as set forth more fully in the By-Laws.

Section 7. Payment of Taxes and Insurance. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area or other common property and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area or other common progeny, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 8. Designation of Representative Any holder of a First Mortgage on a Lot or Home may designate a representative to attend meetings of members, but no such representative shall have any voting privileges unless such voting privileges have been granted to the holder of such First Mortgage by the Owner of the Lot involved.

Section 9. Distribution of Insurance Proceeds and Condemnation Awards. No provision of this Declaration or the By-Laws shall be construed as giving to the Owner or to any other party priority over any rights of First Mortgagees of Lots pursuant to their First Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Area or other common property.

## ARTICLE XI INSURANCE

Section 1. Maintenance of Insurance Commencing not later than the time of the first conveyance of a Lot to an Owner other than Declarant, the Association shall maintain, to the extent reasonably available, the following insurance, all of which shall be issued by insurance carriers meeting at least the minimum requirements of, and shall otherwise comply with the requirements of the agencies and entities mentioned or referred to herein, to-wit

(A) Master or blanket type of policy of fire insurance with extended coverage endorsement (including vandalism, sprinkler leakage (if appropriate), debris removal, cost of demolition, malicious mischief, windstorm and water damage) insuring the Common Area (including all of the fixtures installed therein). Said policy shall afford, as a minimum, protection against the following:

(1) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement,

(2) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available.

The name of the insured under such policies must be set forth therein substantially as follows:

"Centennial Homeowners Association, Inc. for the use and benefit of the individual Owners".

The policies may also be issued in the name of an authorized representative of the Association, including any insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual Owners. Loss payable shall be in favor of the Association (or insurance Trustee), as a trustee for each Owner and each such Owner's First Mortgagee. Each Owner and each such Owner's First Mortgagee, if any, shall be beneficiaries of the policy with respect to the Common Area equally with each other Lot. Policies must provide for the recognition of any insurance Trust Agreement.

If reasonably available, such policies shall include:

(1) Agreed Amount Endorsement (or like endorsement);

(2) Inflation Guard Endorsement;

(3) Construction Code Endorsements (such as a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Laws Endorsement and an Increased Cost of Construction Endorsement) if the project is subject to a construction code provision which would become operative and require changes to undamaged portions of the improvements, thereby imposing significant costs in the event of partial destruction of the project by an insured peril;

(4) All such policies must provide for the following: recognition of any Insurance Trust Agreement; a waiver of the right of subrogation against Owners individually; that the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively; and that the policy is primary in the event the Owner has other insurance covering the same loss.

(B) Worker's Compensation, occupational disease and like insurance (if the Association has eligible employees);

(C) Comprehensive public liability insurance in such amounts and with such coverage as the Board of Directors shall from time to time determine, but at least:

(1) covering events occurring anywhere on the Common Area (and public and private ways) or arising out of or in connection with the use, ownership or maintenance of the Common Area;

(2) covering, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Area, and legal liability arising out of lawsuits related to employment contracts of the Association, and such other coverages as are customarily covered with respect to projects similar in construction, location, and use;

(3) insuring each officer and member of the Board of Directors, the managing agent and each Owner and with cross liability endorsement to cover liabilities of the Owners as a group to an Owner and with a "Severability of Interest

Endorsement" which would preclude the insurer from denying the claim of an Owner for the negligent act of another Owner, occupant or the Association; and

(4) in amounts generally required by private institutional investors for projects similar in construction, location and use. (However, such coverage shall be for at least \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence).

(D) Such other insurance as the Board of Directors may determine.

(E) All such policies must provide that they may not be changed or substantially modified by any party without at least 10 days' prior written notice to the Association and to each holder of a First Mortgage which is listed as a scheduled holder of a First Mortgage in the insurance policy.

Section 2. Owners' Individual Policies. Each Owner shall be responsible for carrying, insurance for his own benefit insuring his personal liability, his Lot, his Home, and other personal property, and fixtures, furniture, furnishings, and other personal property, and fixtures and other property supplied or installed by him or a previous Owner or tenant.

Section 3. Insurance Trustee. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any Trustee with whom the Association may enter into any insurance Trust Agreement or any successor to such Trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance to the Association. Any insurance Trustee must be a corporation or association organized or authorized to do business under the laws of the State of Indiana, and authorized and permitted by its charter documents and by state law to conduct a trust business.

Section 4 Insurance Premiums Insurance premiums for any blanket property insurance coverage, and the other insurance coverages purchased by the Association, shall be common expenses to be paid by assessments levied by the Association, and such assessments shall be held in a separate escrow account of the Association and used solely for the payment of the blanket property insurance premiums and other insurance premiums as such premiums become due.

## ARTICLE XII

## EMINENT DOMAIN

Section 1 Representation. The Association shall represent the Owners in any condemnation proceedings and in any negotiations, settlements and agreements with the condemning authority for acquisition of the Common Area, or part thereof, and by acceptance of a deed for his, her or its Lot, each Owner appoints the Association as such Owner's agent and attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the Common Area by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or other trustee (such as a bank or title insurance company appointed as such by the Association), for the use and benefit of the Owners and their Mortgagees as their interests may appear.

Section 2. Reconstructions. In the event of a partial taking of the Common Area (or conveyance in lieu thereof) the Association shall promptly cause the remaining portions of the Common Area to be restored functionally and aesthetically to reasonably the same condition as before the taking, using so much of the proceeds of such taking for such purpose as shall be reasonably necessary. In the event of a total taking of the Common Area (or conveyance in lieu thereof), and the project is terminated by the election hereinabove required, the proceeds shall be allocated equally among each Lot, payable jointly to the Owners and mortgage holders thereof.

## ARTICLE XIII

### GENERAL PROVISIONS

Section 1. Enforcement Enforcement of these covenants and restrictions and of the provisions contained in the Articles of Incorporation and By-Laws of the Association may be by any proceeding at law or in equity instituted by the Association or by any Owner against any person (including the Association) violating or attempting to violate any covenant or restriction, either to restrain violation, to compel compliance, or to recover damages, and against the land, to enforce any lien created by these covenants; and failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Attorneys' fees and costs of any such actions to restrain violation or to recover damages as determined by the court shall be assessable against and payable by any persons violating the terms contained herein.



Section 2. Mergers. Upon a merger or consolidation of the Association with another corporation as provided in its Articles and By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or corporation, or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties in one scheme. No such merger or consolidation, however, shall effect any revocation, change or additions to the covenants established by this Declaration within the Property, except as hereinabove provided.

Section 3 Severability. Invalidation of any one or more of these covenants or restrictions by legislation, judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Notices. Any notice required to be sent to any Member of the Association under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member appearing on the records of the Association at the time of such mailing.

Section 5. Captions. The Article and Section headings herein are intended for convenience of reference only and shall not be given any substantive effect

Section 6. Construction. In the event of an apparent conflict between this Declaration and the By-Laws, the provisions of this Declaration shall govern.

Section 7. Annexation. The Owners and Members subject to these Covenants and Restrictions shall not remonstrate against, oppose or otherwise attempt to defeat any annexation proceeding initiated by the Town of Westfield or Declarant.

Section 8. Meetings of Members. Any meetings of the Association may be held and conducted within the Church building on the Church Parcel. Such meetings must be scheduled at a time acceptable to the Church and in deference to their regularly scheduled activities.

#### ARTICLE XIV

#### AMENDMENT

Except as hereinafter provided, this Declaration may be amended during the initial term provided

above by an instrument signed by not less than ninety percent (90%) of the Owners and thereafter by an instrument signed by not less than seventy five (75%) of the Owners. Certain amendments also require additional approval as specified in this Declaration.

The foregoing notwithstanding, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval, as the case may be, so long as Declarant owns a Lot or Lots. The foregoing notwithstanding, this Declaration may also be amended solely by Declarant or Declarant's successor or assign without the consent of any other Owners at any time prior to the Applicable Date if Declarant, Declarant's successor or assign has any ownership interest in the Property.

## ARTICLE XV PARTS OF THE PROPERTY

Section 1. Granting of permits, Licenses and Easements. The Association is granted the authority to grant permits, licenses and easements over the Common Area for roads, access and other purposes necessary for the proper operation of the Property as provided herein; provided, however, the Association and each Owner shall be prohibited from granting permits, licenses and easements over any Lot, Common Area, or any other portion of the Property for any Intranet Network, Security System, utility Services or any other services which will impair or limit the Declarant's General Easement or the exclusive operations of the Intranet Network, Security System or any other Utility Services derived thereof. The Declarant shall retain and reserve and is hereby granted the authority to grant permanent easements for the use and enjoyment of the Common Area or portions thereof including the pond, lake and paths thereon to any owners, their families, tenants, guests, and homeowner associations and members of such homeowner associations of real estate adjacent or contiguous to the Property (collectively the "Adjacent Owners") and to provide for the cost of maintenance and operation thereof including payment of joint assessments by such Adjacent Owners upon terms and conditions the Declarant deems appropriate ("Adjacent Owners Easements and Maintenance Agreement").

### Section 2. Reservation of Rights to the Use of the Property.

A. Declarant's General Easement. Declarant hereby retains, reserves and is granted an exclusive perpetual easement over, above, across, upon, along, in, through, and under the Property (i) for the purposes of owning, installing, maintaining, repairing, replacing, relocating, improving, expanding and otherwise servicing the Intranet Network, the Security System, and any other Utility Services equipment, facilities, and installations of

any type bringing the Intranet, Security System and Utility Services to each Lot or Home and any improvements on the Common Area, (ii) to provide access to and ingress and egress to and from the Property, and (iii) to make improvements to and within the Property to provide for the rendering of public and quasi-public services to the Property (collectively referred to as the "Declarant's General Easement"). The easements, rights and privileges conveyed to the Declarant under this Declarant's General Easement shall be transferable by the Declarant to any Person solely at the option and benefit of the Declarant, its successors or assigns without notice to or consent of the Association, the Owners or any other Person. Declarant may at any time and from time to time grant similar or lesser easements, rights, or privileges to other Persons. By way of example, but not in limitation of the generality of the foregoing, Declarant, and others to whom Declarant may grant such similar or lesser easements, rights, or privileges, may so use any portion of the Property to supply exclusive telecommunication services to each Home and to permit public and quasi-public vehicles, including, but not limited to, police, fire, and other emergency vehicles, trash and garbage collection, post office vehicles, and privately-owned delivery vehicles, and their personnel to enter upon and use the drives and streets, and the Common Area, of the Development in the performance of their duties. The Declarant's General Easement shall be for exclusive benefit the Declarant, its successor or assigns and may not be impaired, limited or transferred, sold or granted to any Person by the Association or the Owners.

B. Plat Easements. In addition to such other easements created in the Declaration or in a supplemental declaration, and as may be created by the Declarant pursuant to other written instruments recorded in the Office of the Recorder of Hamilton County, Indiana, the Property shall be subject to drainage easements, sanitary sewer easements, utility easements, and dedicated streets, either separately or in any combination thereof, as shown on the plats for the Development which are reserved for the use of Declarant, the Association, the Owners and public and quasi-public and governmental agencies, respectively, as follows:

(i) Drainage Easements. (D.E.) are created to provide paths and courses for area and local storm drainage, either over land or in an adequate underground conduit, to serve the needs of the Development and adjoining ground and/or public drainage systems, and it shall be the Association's responsibility to maintain the drainage across the Common Area in the Development. The Drainage Easements are marked, either separately or in combination, on the Plat as "Utility and Drainage Easement." The delineation of the Drainage Easement (D.E.) on the Plat shall not be deemed a limitation on the rights of any entity for whose use such easement is created and reserved. Said areas are subject to construction or

reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage on the Property, by Declarant and by the Association; provided, however, such easement shall not confer in any way any obligation to perform such construction or reconstruction upon the Declarant or the Association. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the waterflow. The Owner of any Lot subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on the Lot free from obstructions so that the surface water drainage will be unimpeded. The Drainage Easement is created and reserved (i) for the use of Declarant during the "Development Period" (as such term is defined in this Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Property and adjoining property and (ii) for the use of the Association and for access to and maintenance, repair and replacement of such drainage system. Drainage swales (ditches) located within Drainage Easements shall not be altered, dug out, filled in, tiled in or otherwise changed without the written consent of the Hamilton County Drainage Board or any other governmental authority having jurisdiction over drainage on the Property ("Drainage Board"). Owners must maintain these swales as sodded grassways or other non-eroding surfaces. Owners violating the Drainage Easement will be subject to action by the Drainage Board which may include the Drainage Board restoring such swale to the proper state which cost shall be the responsibility of the Owner. There is a part of the Property on the Plat marked "Common Area." The Common Area shall be used (i) for storm water retention drainage purpose; (ii) for the aesthetic and visual enjoyment of the Owners of Lots and (iii) following the end of the Development Period, for such purposes as allowed herein. The foregoing notwithstanding, the lakes located in the Common Areas ("Lakes") are part of the stormwater management plan for the development and shall be reserved and maintained by the Association for such purpose.

(ii) Sanitary Sewer Easements. (S.E.) are created for the exclusive use of the Declarant or the local governmental agency having jurisdiction over any storm and sanitary waste disposal system that obtains a sewer easement from the Declarant pursuant to and in accordance with this Declaration for the purpose of access to and installation and maintenance of sewers that are a part of any storm and sanitary waste disposal system which may be designed to serve the Development.

(iii) Utility Easements. (U.E.) are created for the exclusive use of Declarant or any other Utility Services provider that obtains a Utility Services easement from the Declarant pursuant to and in accordance with this Declaration for the purpose of obtaining access to and installation and maintenance of lines, wires, cables, mains, ducts, pipes, conduits, poles, microwaves, satellites or any other transfer or wireless technology, as well as for all uses specified in the case of Sewer Easements (S.E.).

(iv) Dedicated Street Easements. (D.S.) are created for the installation by Declarant, the maintenance by the Association, and the transportation use by the public in the areas designated as "Streets," "Intersections" and "Roundabouts" on the Plat. The Dedicated Street Easements permanently restrict such designated areas for the presence and maintenance of a roadway and transportation easement only. The Association may only dedicate the Dedicated Street Easements (D.S.) as roadway for transportation upon annexation of the Property to the Town of Westfield or when such dedication is allowed by statute ordinance, voluntarily or otherwise. However, neither the Association nor the Declarant may petition the Hamilton County Board of Commissioners to have the streets included in the county street inventory.

(v) Non-Access Easement. (N.A.E.) are created for the purpose of identifying that part of the Property over which vehicular access to and from a Lot from an abutting roadway is prohibited.

(vi) Landscape Easements. ("L.E.") are created to be used for landscaping purposes and the landscaping located within the landscape easement area may be maintained by the Association. The Association shall have an easement of ingress and egress on and over such area for the purpose of maintenance. The landscaping and other improvements planted or installed by the Declarant and/or the Association in this area may not be removed by an Owner, and no fence shall be placed in such area by Owner, except as approved by the Association or the Declarant.

All plat easements mentioned herein include the right of reasonable ingress and egress for the exercise of other rights reserved. No structure, including fences, shall be built on any drainage, sewer or utility easement if such structure would interfere with the utilization of such easement for the purpose intended or violate any applicable legal requirement or the terms and conditions of any easement specifically granted to a Person who is not an Owner by an instrument recorded in the office of the recorder of Hamilton

County, Indiana, but a paved driveway necessary to provide access from a public street and a sidewalk installed by or at the direction of Declarant (and replacements thereof) shall not be deemed a "structure" for the purpose of the plat easements set forth herein.

C. Other Easements.

(i) **Public Health and Safety Easements.** An easement is hereby created for the benefit of, and granted to, all police, fire protection, ambulance, delivery vehicles, and all similar Persons to enter upon the Common Area in the performance of their duties.

(ii) **Drainage Board Easement.** An easement is hereby created for the benefit of, and granted to, any Drainage Board to enter the Property and to the extent necessary to exercise its rights with respect to any legal drain constituting a part of the drainage system, ponds or lakes located on the Property.

(iii) **Crossing Underground Easements.** Easements utilized for underground service may be crossed by driveways, walkways, and paths provided prior arrangements are made with the Declarant. Such easements as are actually utilized for underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossings, driveways, walkways or paths, and the Declarant shall not be liable for any damage done by Declarant or Declarant's assigns, agents, employees, or servants to shrubbery trees, flowers or other improvements of the Association or Owners located on the land covered by said easements.

(iv) **Declarant's Easement to Correct Drainage.** For a period of ten (10) years from the date of conveyance of the first unit in the Development, Declarant reserves a blanket easement and right on, over and under the ground within the Property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance; provided, however, such easements and rights shall not in any way confer any obligation to perform such maintenance or repair upon the Declarant. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which Declarant shall restore the affected property to its original condition as nearly as practicable. Declarant shall give reasonable notice of its intention to take such action to all affected Owners, unless in the opinion of Declarant an emergency exists which precludes such notice.

(v) **Water Retention.** The Association and each Owner consents to the temporary storage (detention) of storm water within the Drainage Easements (D.E.) on the Property.

(vi) **Lake Access Easements.** The Declarant hereby reserves and creates for the benefit of, and grants to, the Declarant, any Drainage Board a non-exclusive easement to gain access to the extent necessary for the maintenance, repair or replacement of the pond or lake on the Property to the extent required by law or pursuant to terms of this Declaration.

(vii) **Recreational, Landscape and Use Easement.** Certain lots within Centennial, specifically, lots which are 65 feet wide or less; or, lots upon which a 400 Series or 900 (Irvington) Series home are constructed, may have easements over the adjacent lot or be subject to easements for the benefit of the benefit lot as more particularly described on the drawing attached hereto as Exhibit B. The following rules prescribe the terms, conditions and use of such easements, both by the Owner of the easement (the dominant tenement) and the Owner of the fee under the easement (the servient tenement).

- (1) The dominant tenement shall have the right to use the easement for landscaping, fencing, as a general recreational and garden area. The dominant tenement shall have the obligation of maintaining the easement and for such purposes the dominant tenement and its agents shall have an easement of ingress and egress.
- (2) The dominant tenement shall not use the easement for any other use including permanent installation of any sort (except fencing).
- (3) The servient tenement shall have the right at all reasonable times to enter the easement area, including crossing the dominant tenement for such entry, in order to perform work related to the usage of the servient tenement.
- (4) The servient tenement shall have the right to drainage over, across and upon the easement for water resulting from the normal usage of the servient tenement and the dominant tenement shall maintain the easement area in such manner as will not interfere with such drainage.
- (5) The dominant tenement shall not attach any object to a wall or building belonging to the servient tenement.
- (6) The dominant tenement, except as otherwise provided in this paragraph., shall have the exclusive use of the surface of the

easement area subject to the rights of any other easement holders and subject to minor encroachments, if any, existing at the time of the creation of the easement including overhangs eaves, etc. over the easement area which are part of the structure located on the servient tenement.

- (7) In general, the easement shall run from the front corner of the adjoining lot on the servient tenement to the back corner of the servient tenement lot and the width of such easement shall commence 6 inches from the servient tenement structure and continue in width to the dominant tenement lot line.

Section 3. Easement Public and Quasi Public Vehicles. All public and quasi-public vehicles, including, but not limited to, police, fire, and other emergency vehicles, trash and garbage collection, post office vehicles, and privately-owned delivery vehicles shall have the right to enter upon the streets and Common Area of the Development in the performance of their duties.

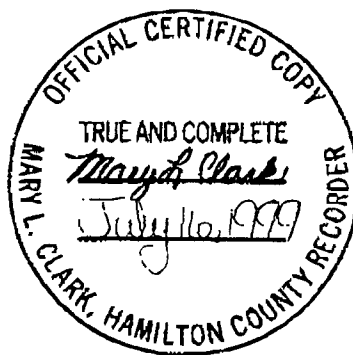
## ARTICLE XVI

### ENFORCEMENT

Section 1. Remedies Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Declarant and Association, any person or entity having any right title or interest in the Real Estate (or any part thereof), or any person or entity having any right, title or interest in a Lot which is now or hereafter made subject to the Declaration, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Declarant nor the Association shall be liable for damages of any kind to any person for failing to enforce the provisions of this Declaration.









3020 North Post Road  
 Indianapolis, IN 46226-6718  
 www.theschneidercorp.com

1-800-898-0332 toll free  
 317-898-8282 phone  
 317-899-8010 fax

## Exhibit "A"

### Centennial Land Description

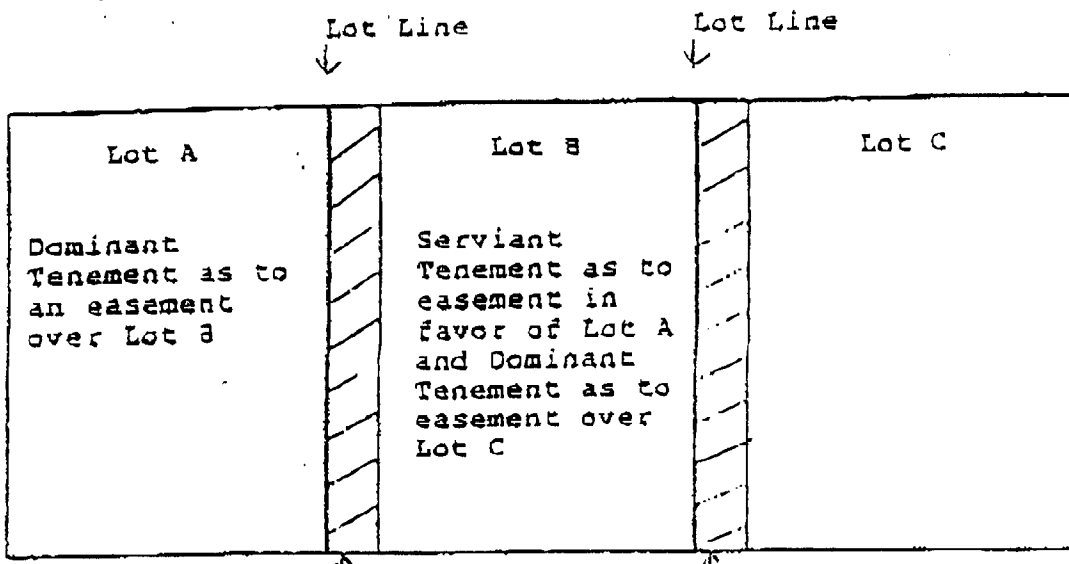
Part of the Northwest, Southwest, and Northeast Quarters of Section 15, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, and being described as follows:

Beginning at a point on the North line of said Northwest Quarter Section North 88 degrees 46 minutes 27 seconds East (assumed bearing) 1812.72 feet from the Northwest corner of said Northwest Quarter; thence South 00 degrees 00 minutes 00 seconds West 863.55 feet; thence North 90 degrees 00 minutes 00 seconds West 438.38 feet; thence South 00 degrees 00 minutes 00 seconds West 17.50 feet; thence North 90 degrees 00 minutes 00 seconds West 145.00 feet; thence South 00 degrees 00 minutes 00 seconds West 617.50 feet; thence North 90 degrees 00 minutes 00 seconds East 10.00 feet; thence South 00 degrees 00 minutes 00 seconds West 722.50 feet; thence South 53 degrees 17 minutes 42 seconds East 1093.09 feet; thence South 19 degrees 25 minutes 29 seconds West a distance 520.35 feet; thence South 60 degrees 27 minutes 34 seconds West 184.31 feet; thence South 00 degrees 00 minutes 00 seconds West 30.00 feet; thence North 89 degrees 03 minutes 49 seconds East 190.96 feet; thence South 00 degrees 08 minutes 36 seconds East 462.52 feet; thence North 89 degrees 00 minutes 29 seconds East 656.58 feet to the East line of the Southwest Quarter Section; thence North 00 degrees 07 minutes 31 seconds West along the East line of said Southwest Quarter Section 1313.55 feet to the Southwest corner of the Northeast Quarter Section; thence North 88 degrees 55 minutes 48 seconds East along the South line of said Northeast Quarter Section 2605.22 feet to the Southeast corner of said Northeast Quarter Section; thence North 00 degrees 32 minutes 40 seconds West along the East line of said Northeast Quarter Section 2098.92 feet; thence South 89 degrees 08 minutes 38 seconds West, parallel with the North line of said Northeast Quarter Section, 640.00 feet; thence North 00 degrees 32 minutes 40 seconds West, parallel with the East line of said Northeast Quarter Section, 528.80 feet to the North line of said Northeast Quarter Section; thence along said North line South 89 degrees 08 minutes 38 seconds West 1945.86 feet to the Northwest corner of said Northeast Quarter; thence along the North line of said Northwest Quarter South 88 degrees 46 minutes 27 seconds West 581.79 feet to the place of beginning containing 238.633 acres, more or less, and subject to easements and rights of way of record.

J:\1753\002\DOCS\tkdnALL.doc  
 July 19, 1999

Offices in Indianapolis, Avon, Carmel, and Lafayette, Indiana

Exhibit B



(Easement in favor of Lot A)  
 Distance between Lot Line to a point on a line 6 inches from and parallel to the outside wall of the home to be constructed on Lot B.

(Easement in favor of Lot B)  
 Distance between Lot Line to a point on a line 6 inches from and parallel to the outside wall of the home to be constructed on Lot C.