

PLAT INST. #

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DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
CHAMPIONS VILLAGE, SECTION I

APR 17 1986

*Gay D. Mowery*  
MARION COUNTY AUDITOR

THIS DECLARATION made this 17th day of APRIL, 1986,  
by SCM REAL ESTATE DEVELOPMENT CORP., an Indiana corporation (hereinafter  
referred to as "Developer"),

WITNESSETH:

WHEREAS, Developer is the owner or contract purchaser of all of the lands contained in the area described in Exhibit A, attached hereto and made a part hereof, which lands will be subdivided and known as "Champions Village" (together with any additions thereto as herein provided, hereinafter referred to as the "Real Estate" or the "Development"), and will be more particularly described on the plats of the various sections thereof recorded and to be recorded in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Developer intends to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject to and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions"), under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and future home owners thereof.

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part of parts thereof subject to such Restrictions, and shall inure to the benefit of Developer's successors in title to any real estate in the Development. Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by Developer of a particular lot or tract within the Development as described in Exhibit A, to exclude any real estate as shown from the Development, or to include additional real estate.

1. DEFINITIONS.

A. The following are the definitions of the terms as they are used in this Declaration.

(i) "Association" shall mean "Champions Village Homeowners Association, Inc.", its successors and assigns and shall be created as an Indiana not-for-profit corporation and its membership shall consist of lot owners who pay mandatory assessments for security control, snow removal, liability insurance, landscape easement maintenance, fertilizing and weed control and Common Area facilities' operation and maintenance.

(ii) "Committee" shall mean the Champions Village Development Control Committee, composed of three (3) members appointed by Developer who shall be subject to removal by Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of Developer until such time as the subdivision is completely developed, at which time the Champions Village Homeowners Association, Inc. shall appoint from its membership this Committee.

(iii) "Common Area" shall mean those areas set aside for conveyance to the Association, as shown on the plat.

(iv) "Common Property" means all real and personal property which is in the nature of common or public improvements or areas, and which is located in, upon, or under the Common Areas, easements, or streets within Champions Village. Without limiting the generality thereof, Common

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Property shall include, to the extent not publicly dedicated, all Streets, curbs, water mains, fire hydrants, the drainage system, the sewage system, street lights and street signs, public sidewalks, lakes, retention ponds, parks, and open spaces.

(v) "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Marion County, Indiana.

(vi) "Mortgagee" shall mean any holder, insurer or guarantor of any first mortgage on any Lot.

(vii) "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

B. Approvals, Etc. Approvals, determinations, permissions or consents required herein shall be deemed given if they are given in writing signed, with respect to Developer by an authorized officer or agent thereof, and with respect to the Committee by two members thereof.

## 2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot in the Development, unless it is otherwise designated by Developer, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded plats shall be Common Area and shall be used in a manner consistent with the zoning and use designated in a master plan by Developer, including recreational facilities.

B. Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any of the residential lots.

C. Occupancy or Residential Use of Partially Completed Dwelling Houses Prohibited. No dwelling house constructed on any of the residential lots 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 house 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.

D. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

## 3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Lot Size and Living Space Areas. The minimum lot size shall be five thousand (5,000) square feet. All dwellings will have two (2), three (3) or four (4) bedrooms, a two-car garage and a minimum of one thousand two hundred (1,200) square feet of living area and at least six hundred sixty (660) square feet of minimum main floor area in two-story dwellings.

### B. Residential Setback Requirements.

(i) In General. Unless otherwise provided in these restrictions or on the recorded plat, no dwelling or above-grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.

(ii) Definitions. "Side line" means a lot boundary line that extends from the road on which a Lot abuts to the rear line of said Lot. "Rear line" means the Lot boundary line that is farthest from, and substantially parallel to, the road on which the Lot abuts, except that on corner Lots, it may be determined from either abutting road.

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(iii) Front yards. The front building setback lines shall be all as set forth upon the plats of the Development, but the minimum building setback distance from all right-of-way lines will be twenty (20) feet to all garages and fifteen (15) feet to any portion of the living space of any unit.

(iv) Cul-de-sacs. If the particular Lot abuts a cul-de-sac, the front building setback line shall be as shown on the plat of that Lot.

(v) Side Yards. The side yard setback lines shall maintain a minimum distance between buildings of not less than ten (10) feet. Site plans submitted for Improvement Location Permit on each Lot shall show the building line of improvements on adjacent lots, if any.

(vi) Rear Yards. The rear setback line shall be as set forth on the plats of the Development, and if not designated on the plat, the rear yard setback lines shall be twenty (20) feet, unless Common Area when combined with such rear yards results in at least forty (40) feet between buildings with abutting rear yards separated by Common Area.

(vii) Boulevard. The minimum setback from any boulevard right-of-way adjacent to the Development shall be thirty (30) feet.

C. Fences, Light Fixtures, Etc., Mailboxes, Lawns and Trees. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence, light fixture, basketball goal or similar structure must be approved by the Committee as to size, location, height and composition before it may be installed. All metal fencing in the Development will have a factory finish of either brown or black vinyl; no fence will be higher than six (6) feet; no fencing will extend forward of the furthest back corner of the home. Fencing style and color will be consistent with the Development. A standard mailbox and post will be adopted for the Development and installed by the Developer. The Developer is to provide two (2) two-inch calipers at base diameter deciduous shade trees per Lot and shall finish grade and seed or sod the Lot. Each Lot shall have at least one hundred twenty-five (125) square feet of planting bed area.

D. Exterior Construction. All utility facilities in the Development will be underground, except where required to be placed above-ground by the individual utility supplier. Each driveway in the Development will be of concrete or asphalt material and will not exceed in width the side boundaries of the garage associated therewith. No additional parking will be permitted on a Lot other than in the existing driveway. Each dwelling will have a continuous concrete sidewalk from the driveway to the front porch. All garage doors in the Development will be of a Masonite or wood material. All utility meters and HVAC units in the Development will be located in places unseen or screened from the fronts of the dwellings. No outside fuel storage tanks will be permitted above ground and no gasoline storage will be permitted above or below ground in the Development. All metal windows in the Development will be factory painted, no raw aluminum windows will be permitted, and all windows will have an approved thermal break. All gutters and downspouts in the Development will be painted or of a colored material other than gray galvanized. All roofing in the Development will be of a shingle-type material with weight no less than two hundred twenty (220) pounds and rating of Class A. All roof pitches will be four to twelve (4:12) or greater. Plumbing vent stacks shall be placed in inconspicuous locations. No two dwellings with the same facade will be placed side by side. No metal, fiberglass or similar type material awnings or patio covers will be permitted in the Development. No above-ground swimming pools will be permitted on any Lot in the Development. Modular-type construction is not permitted in the Development.

E. Heating Plants. Every dwelling in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the dwelling. Heating plants shall have ductwork capable of handling central air conditioning.

F. Damaged Structures. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

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G. Prohibition of Used Structures and Modular Homes. All structures constructed or placed on any numbered Lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot, nor shall modular constructed structures be placed on any Lot.

H. Maintenance of Lots and Improvements. The Owner of any Lot in the Development shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly; and, specifically, such Owner shall:

(i) Mow the Lot at such times as may reasonably be required in order to prevent the unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees.

(v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

I. Lot Access. All Lots shall be accessed from the interior streets of this subdivision. No direct access to Lots shall be permitted on any boulevard or 86th Street.

J. Sight Obstructions. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the adjoining street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street Lot lines and a line connecting points twenty-five (25) feet from the intersection of said street Lot lines (or in the case of a rounded property corner, from the intersection of the street Lot lines extended to form a corner). The same sight-line limitations shall apply to any Lot within ten (10) feet from the intersection of a street Lot line with the edge of a driveway pavement or alley line. As to any trees located within said sight line areas, the Owner thereof shall maintain the foliage line of such trees at a sufficient height to prevent obstruction of such sight lines.

K. Remedies for Failure to Comply. In the event that any Owner fails to fully observe and perform the obligations set forth in Paragraphs 2, 3 or 5, and in the further event that such failure is not cured within thirty (30) days after written notice of the same is given by the Association, the Association and any Owner shall have the right to commence judicial proceedings to abate or enjoin such failure, and to take such further action as may be allowed at law or in equity to correct such failure after commencement of such proceedings. In the event that such failure causes or threatens to cause immediate and substantial harm to any property outside of such defaulting Owner's Lot or to any person, the Association shall have the right to enter upon such Lot for the purpose of correcting such failure and any harm or damage caused thereby, without any liability whatsoever on the part of the Association. All costs incurred by the Association in connection with any act or proceeding undertaken to abate, enjoin, or correct such failure shall be payable by the defaulting Owner upon demand by the Association, and shall immediately become a lien against his Lot, subject to payment and collection in the manner provided for collection of assessments by the Association. The rights in the Owners and the Association under this paragraph shall be in addition to all other enforcement rights hereunder at law or in equity.

#### 4. PROPERTY RIGHTS.

A. Rights to Common Property. Title to all Common Property shall be held in the Association, and each Owner shall have, as non-exclusive, reciprocal easements appurtenant to his Lot, a right of access to his Lot over all streets, the right to the use of all Common Areas for their intended purposes; provided, however, that no Owner's use of any Common Property shall materially interfere with any other Owner's use thereof. The Association may own recreational facilities including a club house and swimming pool in common with other

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homeowners associations with the use thereof to be shared by all members of the owning association.

B. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(i) the right of the Association to charge reasonable admission and other fees, and to establish reasonable rules and regulations for the use of any recreational facility situated upon the Common Areas;

(ii) the right of the Association to suspend the voting rights and right to use of the recreational facilities by 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 any infraction of its published rules and regulations;

(iii) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreement to such dedication or transfer signed by a majority of each class of members has been recorded.

C. Delegation of Use. Any Owner may delegate, in accordance with the By-laws of the Association, his right of enjoyment to the Common Areas and facilities of the Association to the members of his family, his tenants, or contract purchasers who reside on the property.

D. Umbrella Association. Ownership, control and maintenance of certain portions of the Common Property, including, but not limited to landscaping and easements for the boulevard, surface drainage system, lakes and retention ponds, and recreation facilities may be placed under the control of or may be jointly controlled with a separate association comprised of associations and/or members of associations in residential developments located in surrounding areas.

E. Utility Easements. There is hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property, to be perpetual hereof, from the date of this instrument by the Developer, its successors and assigns, full right and authority to lay, operate and maintain such drainage facilities, sanitary sewer and water lines, gas and electric lines, communication lines (which shall include cable television), and such other further public service facilities as Developer may deem necessary. Provided, however, Developer shall restore the disturbed area as nearly as is possible to the condition in which it was found. No permanent structures shall be constructed within an easement area.

F. Limited Common Area. There is hereby reserved by the Developer for the benefit of the owner of any Lot, a limited common area for the purpose of entering and encroaching upon an adjoining Lot as designated on the plat hereof. Said limited common area is reserved for the limited purpose of performing maintenance and repair work on the dwelling benefited by such easement, and for the encroachment, if any, of the roofs, gutters, overhangs or other improvements resulting from the original construction of the adjacent dwelling. The owner of any house built within three (3) feet of a side-yard property line, shall have an express right of access and use for the limited purposes described above, in the limited common area as measured from the side-yard property line. Said easement area shall be five (5) feet in width as measured from said side-yard property line and as designated on the plat hereof. Any persons entering upon a lot under the rights granted hereunder shall be responsible for repair of any damage resulting from the use of the area.

##### 5. Miscellaneous Provisions and Prohibitions.

A. Mortgagees' Rights. The Mortgagees, individually and collectively, have the right, but not the obligation, to pay any taxes or other charges or assessments which are or may become a lien against the Common Area, in the event the same are not paid by the Association when due. The Mortgagees also have the right, but not the obligation, to pay any overdue premiums on hazard insurance coverage in

the event of a lapse of any such policies. Any Mortgagee or Mortgagees making any payment pursuant to this paragraph shall be entitled to reimbursement from the Association promptly upon written demand therefor to the Association.

B. Nuisances. No outside toilets shall be permitted on any Lot in the Development (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to enter the storm drainage system. No discharge from any floor drain shall be permitted to enter into the storm drainage system. By purchase of a Lot, each Owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by Developer, Association, or any homeowner in Champions Village in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees, shall become a charge or lien upon the Lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt. No noxious or offensive activities shall be carried on any Lot in the Development, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot in the Development.

Neither Developer, any officer, agent, employee or contractor thereof, Association, or any homeowner shall be liable for any damage which may result from enforcement of this paragraph.

C. Construction of Sewage Lines. All sanitary sewage lines on the residential building Lots shall be designed and constructed in accordance with the provisions and requirements of the Metropolitan Department of Public Works. Copies of all permits, plans and designs relating to the construction of a sanitary sewer service shall be submitted in duplicate to the Committee at the time of the submission of all other plans or documents required for the obtaining from said Committee of a permit to build.

D. Signs. No signs or advertisements shall be displayed or placed on any Lot or structures in the Development without the prior written approval of the Committee.

E. Animals. No animals shall be kept or maintained on any Lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably contained so as not to become a nuisance.

F. Vehicle Parking. No campers, trailers, recreational vehicles, boats or similar vehicles shall be parked on any street or Lot in the Development, unless the same shall be parked in such a manner that it is not visible to the occupants of other Lots in the Development or the uses of any street in the Development.

G. Garbage, Trash and Other Refuse. No Owner of a Lot in the Development shall burn or permit the burying out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse on his Lot except as may be permitted in subparagraph F below. All dwellings built in the Development shall be equipped with a garbage disposal unit.

H. Trash Receptacles. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

I. Model Homes. No Owner of any Lot in the Development other than Developer shall build, or permit the building upon said Lot of, any dwelling that is to be used as a model home or exhibit house.

J. Temporary Structure. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any Lot, nor shall any overnight camping be permitted on any Lot.

K. Ditches and Swales. It shall be the duty of every Owner of every Lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes of this subsection. All Owners, if necessary, shall install dry culverts between the road

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rights-of-way and their Lots in conformity with specifications and recommendations of the Committee.

L. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring unless specifically approved by Developer. All utility facilities in the Development will be underground, except where required to be placed above ground by the individual utility supplier.

M. Wells and Septic Tanks. No water wells shall be drilled on any of the Lots in the Development without the approval of the Committee. No septic tanks shall be installed on any of the Lots.

N. Antennas. Exposed antennas shall require approval by the Association. The maximum height of such antennae shall not exceed five (5) feet above the roof peak.

O. Solar Heat Panels. No solar heat panels shall be allowed on roofs. All such panels must be enclosed within a fenced area within the specific Lot boundary and located to the rear of the dwelling.

## 6. DEVELOPMENT CONTROL COMMITTEE.

### A. Powers of Committee.

(i) In General. No dwelling, building structure or improvement of any type of kind shall be repainted, constructed or placed on any Lot in the Development, and no existing trees shall be removed, without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of one inch (1") equals ten feet (10'), or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or plat plans which shall be prepared by either a registered land surveyor, engineer or architect. Plat plans submitted for Improvement Location Permit shall bear the stamp or signature of the Committee acknowledging the approval thereof.

(ii) Power of Disapproval. The Committee may refuse to grant permission to remove trees, repaint, construct, place or make the requested improvement, when:

(a) the plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;

(b) the design or color scheme of a proposed repainting or improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures;

(c) the proposed improvement, or any part thereof, or proposed tree removal, would, in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of the other Owners.

B. Duties of Committee. The Committee shall approve or disapprove proposed improvements within fifteen (15) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notifications is one of disapproval, it shall specify the reason or reasons for such disapproval.

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C. Liability of Committee. Neither the Committee nor any agent thereof, nor Developer, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

D. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

7. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER. Whenever two or more contiguous Lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of said Lots as a site for a single dwelling, he shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single dwelling shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single dwelling. No double family houses shall be constructed in the Development.

8. REMEDIES.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, Association and any homeowner within Champions Village, may proceed at law or in equity to prevent the occurrence of continuation of any violation of these Restrictions, but neither Developer nor Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Government Enforcement. The Metropolitan Development Commission of Marion County, Indiana, its successors and assigns, shall have no right, power, or authority, to enforce any covenants, commitments, restrictions, or other limitations contained herein other than those covenants, commitments, restrictions, or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance 58-AO-3, as amended, or any conditions attached to approval of the plat of Section I of Champions Village by the Plat Committee.

C. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

9. EFFECT OF BECOMING AN OWNER. The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of the such contract, the Owner acknowledges the rights and powers of Developer with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with Developer and to and with the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

10. TITLES. The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

11. DURATION AND AMENDMENT.

A. This Declaration shall be effective for an initial term of twenty (20) years and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless as of the end of any term both the Owners of ninety percent (90%) of the Lots and the Mortgagees of at least ninety percent (90%) of the Lots vote to terminate this Declaration, in which case this Declaration shall terminate as of the end of the term during which such vote was taken. Notwithstanding the

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preceding sentence, all easements created or reserved by this Declaration shall be perpetual unless otherwise expressly indicated herein.

B. Developer hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Developer without the approval of any other person or entity, in order to bring these Restrictions or Champions Village into compliance with the requirements of any public agency having jurisdiction thereof or of any agency guaranteeing, insuring, or approving mortgages, so long as Developer owns any Lots within Champions Village; provided that Developer shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of these Restrictions to any Owner or substantially increases the obligations imposed by these Restrictions on any Owner.

12. RIGHTS OF MORTGAGEES. Except to the extent otherwise provided herein, no breach of these Restrictions shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the Real Estate; provided, however, that if all or any portion of said Real Estate is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to these Restrictions. Notwithstanding any other provision of these Restrictions, neither the Owners nor the Association shall have any right to make any amendment to these Restrictions which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.

13. SEVERABILITY. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

14. HOMEOWNERS ASSOCIATION. The Association will be created as a not-for-profit corporation under the laws of the State of Indiana. The Declaration of Covenants, Conditions and Restrictions of the Association will be recorded in the office of the Recorder of Marion County, Indiana, and shall be binding with respect to all land contained within this plat. The Association will be responsible for controlling all maintenance and other activities for all areas denoted as common areas (lakes, parks, landscape easements, recreational facilities, etc.) as denoted on the plat.

15. DEDICATED STREETS. The streets are hereby dedicated to the public.

IN TESTIMONY WHEREOF, witness the signature of Developer this 17<sup>th</sup> day of APRIL, 1986.

SCM REAL ESTATE DEVELOPMENT CORP.

By:   
Sol C. Miller, President

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STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared Sol C. Miller, the President of SCM REAL ESTATE DEVELOPMENT CORP., who acknowledged execution of the foregoing Declaration of Covenants, Conditions and Restrictions for and on behalf of Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 17<sup>th</sup> day of April, 1986.

Deborah L. Cantrell  
(signature)

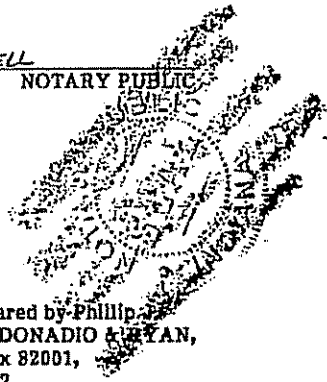
DEBORAH L. CANTRELL  
(printed name)

NOTARY PUBLIC

My Commission Expires:  
12-30-89

My County of Residence:

MORGAN



This instrument was prepared by Phillip Stoffregen, ICE MILLER DONADIO & BRYAN, One American Square, Box 82001, Indianapolis, Indiana 46282.

ATTEST: I, \_\_\_\_\_, Notary Public, State of Indiana, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of my office.  
April 17, 1986  
FPR

APR 17 1986  
LAND RECORDS DIVISION  
INDIANAPOLIS

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STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared Sol C. Miller, the President of SCM REAL ESTATE DEVELOPMENT CORP., who acknowledged execution of the foregoing Declaration of Covenants, Conditions and Restrictions for and on behalf of Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 17<sup>th</sup> day of April, 1988.

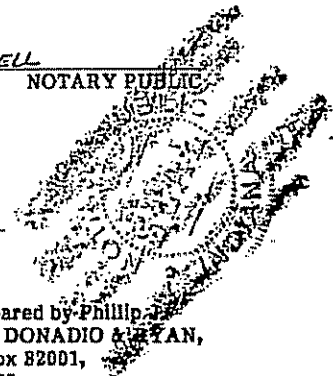
Deborah L. Cantrell  
(signature)

DEBORAH L. CANTRELL  
(printed name)                      NOTARY PUBLIC

My Commission Expires:  
12-30-89

My County of Residence:

MORGAN



This instrument was prepared by Phillip J. Stoffregen, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282.

APPROVED THIS 17<sup>th</sup> day of April, 1988.  
By: [Signature]  
F.P.R.

APR 17 1988  
LAWRENCE W. STOFFREGEN  
NOTARY PUBLIC

860031876

CROSS REFERENCE

RECEIVED FOR RECORD  
BETH C. WASHLEY  
EGG

MAY 14 12 55 PM '86

860040225



CROSS REFERENCE

JUST ENTERED  
FOR TAXATION

MAY 14 86012013

COUNTY AUDITOR  
*George L. Newmyer*

600  
①

CERTIFICATE OF CORRECTION

I, the undersigned, do hereby certify that I am the Registered Land Surveyor who prepared the Final Plat of Champions Village Section I as recorded by Instrument No. 86-31875, and the Declaration of Covenants and Restrictions of Champions Village Section I and recorded by Instrument No. 86-31876 all in the Office of the Recorder of Merion County, Indiana.

I further certify for clarification that Exhibit A as referred to throughout the Declaration of Covenants and Restrictions should read the Final Plat of Champions Village Section I as recorded by Instrument No. 86-31875.

I further certify the signature of the owner was omitted from the final plat and therefore by the signature affixed below declare that Sol C. Miller as the President of SCM Real Estate Development Corp., the owner, did declare the real estate as described by Instrument No. 86-31875 to be platted into the subdivision known as Champions Village Section I.

Certified this 13th day of May, 1986

Mid States Engineering, Inc.

Sol C. Miller  
Registered Land Surveyor #9788-Indiana

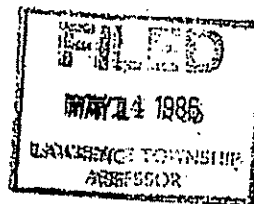
SCM Real Estate Development Corp.

Sol C. Miller, President

**APPROVAL  
OF  
ENGINEER'S CORRECTION**  
METRO-GENTIA DEVELOPMENT  
COMMISSION  
DIVISION OF PLANNING & ZONING  
PLAT COMMITTEE

MAY 14 1986

*[Signature]*  
SUBDIVISION ADMINISTRATOR





CROSS REFERENCE



880101694

MSE 285-095, 5027R-1  
M. Bishop, 10-1-86

11.00  
⑤

SURVEYOR'S CERTIFICATE OF CORRECTION

I, the undersigned, do hereby certify that I am the Registered Land Surveyor who prepared the plat of Champions Village Section 1, the plat of which is recorded as Instrument No. 86-31875 in the Office of the Recorder of Marion County, Indiana.

I further certify that said plat as recorded shows an incorrect distance along one boundary course as shown on Exhibit "A" attached hereto, that said distance should be corrected as shown on Exhibit "B" attached hereto, and that the land description, recorded as shown on Exhibit "C" attached hereto, should be corrected as shown on Exhibit "D" attached hereto.

Certified this 3RD day of OCT, 1986

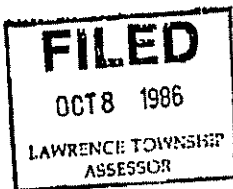
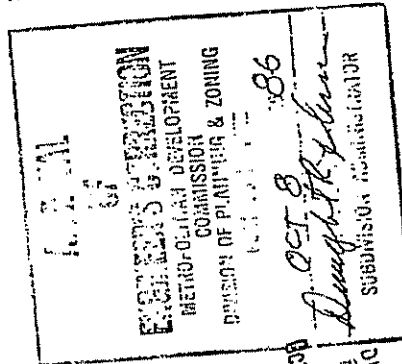
MID STATES ENGINEERING, INC.

Sol C. Miller  
Registered Land Surveyor #9788 - Indiana

RECEIVED FOR RECORD  
BETH DAUGHLIN  
RECORDER-MARION CO.  
OCT 8 1986  
4 3 PM '86



APPROVED THIS 8 DAY OF October, 1986.  
LAWRENCE TOWNSHIP ASSESSOR  
Paul Rebits DRAFTSMAN



DUTY ENTERED FOR TAXATION  
OCT 8 1986  
886029843  
COUNTY AUDITOR  
George J. Niwemy



Mid States Engineering

285-095  
EXHIBIT "D"  
SHEET 5 OF 5

I, the undersigned, do hereby certify that the attached plot to be true and correct to the best of my knowledge, representing a survey of part of the Southeast Quarter and of the Southwest Quarter of Section 13, Township 17 North, Range 10 East, in Marion County, Indiana, more particularly described as follows:

Beginning at the southwest corner of said Southeast Quarter; thence North 89°23'03" East along the south line of said Southeast Quarter 300.95 feet to the southwest corner of Village Way as described in a Grant of Right-of-way recorded as Instrument No. 86-12016 in the Office of the Recorder of Marion County, Indiana; thence the following nine (9) courses along the west right-of-way line of Village Way: (1) North 00°36'57" West 134.30 feet to the point of curvature of a curve concave Easterly having a central angle of 20°48'56" and a radius of 223.00 feet; (2) thence Northerly along said curve an arc distance of 81.02 feet (said arc being subtended by a chord having a bearing of North 09°47'31" East and a length of 80.57 feet) to the point of tangency of said curve; (3) thence North 20°11'59" East 105.16 feet to the point of curvature of a curve concave Westerly having a central angle of 31°32'36" and a radius of 177.00 feet; (4) thence Northerly along said curve an arc distance of 97.44 feet (said arc being subtended by a chord having a bearing of North 04°25'41" East and a length of 96.22 feet) to the point of tangency of said arc; (5) thence North 11°20'37" West 146.34 feet to the point of curvature of a curve concave Northerly having a central angle of 40°08'52" and a radius of 544.00 feet; (6) thence Northerly and Northeasterly along said curve an arc distance of 381.19 feet (said arc being subtended by a chord having a bearing of North 08°43'49" East and a length of 373.44 feet) to the point of tangency of said arc; (7) thence North 28°48'15" East 219.15 feet to the point of curvature of a curve concave Westerly having a central angle of 28°48'15" and a radius of 256.00 feet; (8) thence Northeasterly and Northerly along said curve and arc distance of 128.70 feet (said arc being subtended by a chord having a bearing of North 14°24'08" East and a length of 127.35 feet) to the point of tangency of said arc; (9) thence North 00°00'00" East 110.49 feet; thence South 90°00'00" West 535.59 feet; thence South 29°48'12" East 142.71 feet; thence South 21°06'09" East 55.00 feet; thence South 12°57'02" East 84.58 feet; thence South 49°58'26" East 42.85 feet; thence South 28°26'42" West 213.21 feet to a point on a curve concave Northerly having a central angle of 04°29'33" and a radius of 575.00 feet; thence Easterly along said curve and arc distance of 45.08 feet (said arc being subtended by a chord having a bearing of South 76°12'19" East and a length of 45.07 feet); thence South 11°33'10" West 160.00 feet; thence North 75°59'14" West 62.97 feet; thence North 71°06'50" West 62.44 feet; thence North 68°56'59" West 55.00 feet; thence North 68°57'34" West 55.40 feet; thence North 70°01'21" West 52.01 feet; thence North 06°22'46" East 103.77 feet to a point on a curve concave Southerly having a central angle of 18°39'38" and a radius of 325.00 feet; thence Westerly along said curve an arc distance of 105.85 feet (said arc being subtended by a chord having a bearing of South 87°02'58" West and a length of 105.38 feet) to the point of tangency of said curve; thence South 77°43'09" West 71.03 feet to the point of curvature of a curve concave Southwesterly having a central angle of 24°20'56" and a radius of 125.00 feet; thence Westerly and Southwesterly along said curve an arc distance of 53.12 feet (said arc being subtended by a chord having a bearing of South 65°32'41" West and a length of 52.72 feet); thence South 77°23'31" East 145.41 feet; thence South 61°05'10" East 51.72 feet; thence South 51°57'37" East 55.27 feet; thence South 32°14'19" East 34.06 feet; thence South 21°03'30" East 50.77 feet; thence South 05°03'14" East 50.19 feet; thence South 02°49'50" West 56.57 feet; thence South 37°36'29" West 53.04 feet; thence South 51°55'12" West 57.45 feet; thence South 74°44'32" West 54.98 feet; thence North 85°34'45" West 76.40 feet; thence South 14°21'04" East 51.33 feet; thence South 29°53'07" East 50.58 feet; thence South 43°14'24" East 50.58 feet; thence South 56°35'42" East 50.58 feet; thence South 69°56'59" East 50.58 feet; thence South 13°22'22" West 107.50 feet to a point on a curve concave Northerly having a central angle of 09°38'16" and a radius of 325.00 feet; thence Westerly along said curve an arc distance of 54.67 feet (said arc being subtended by a chord having a bearing of North 71°48'29" West and a length of 54.60 feet); thence South 23°00'45" West 162.03 feet; thence South 00°00'00" East 95.56 feet to the south line of said Southwest Quarter; thence North 89°23'25" East along said south line 359.91 feet to the point of beginning, containing 15.873 acres, more or less; subject to highways, rights-of-way, and easements.

860101694

Mid States Engineering, Inc., 941 North Meridian Street, Indianapolis, IN 46204 (317) 634-1000  
Consulting Engineers, Land Surveyors, Photogrammetrists, Digital Mapping Specialists

Sci. C. Weber, P.E., L.S. Assistant



Mid States Engineering

I, the undersigned, do hereby certify the attached plat to be true and correct to the best of my knowledge and belief, representing a survey of part of the Southeast Quarter and a part of the Southwest Quarter of Section 13, Township 17 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Beginning at the southwest corner of said Southeast Quarter; thence North  $89^{\circ}23'03''$  East along the south line of said Southeast Quarter 300.95 feet to the southwest corner of Village Way as described in a Grant of Right-of-way recorded as Instrument No. 86-12016 in the Office of the Recorder of Marion County, Indiana; thence the following nine (9) courses along the west right-of-way line of Village Way: (1) North  $00^{\circ}36'57''$  West 134.30 feet to the point of curvature of a curve concave Easterly having a central angle of  $20^{\circ}48'56''$  and a radius of 223.00 feet; (2) thence Northerly along said curve an arc distance of 81.02 feet (said arc being subtended by a chord having a bearing of North  $09^{\circ}47'31''$  East and a length of 80.57 feet) to the point of tangency of said curve; (3) thence North  $20^{\circ}11'59''$  East 105.16 feet to the point of curvature of a curve concave Westerly having a central angle of  $31^{\circ}32'36''$  and a radius of 177.00 feet; (4) thence Northerly along said curve an arc distance of 97.44 feet (said arc being subtended by a chord having a bearing of North  $04^{\circ}25'41''$  East and a length of 96.22 feet) to the point of tangency of said arc; (5) thence North  $11^{\circ}20'37''$  West 146.34 feet to the point of curvature of a curve concave Northerly having a central angle of  $40^{\circ}08'52''$  and a radius of 544.00 feet; (6) thence Northerly and Northeasterly along said curve an arc distance of 381.19 feet (said arc being subtended by a chord having a bearing of North  $08^{\circ}43'49''$  East and a length of 373.44 feet) to the point of tangency of said arc; (7) thence North  $28^{\circ}48'15''$  East 219.15 feet to the point of curvature of a curve concave Westerly having a central angle of  $28^{\circ}48'15''$  and a radius of 256.00 feet; (8) thence Northeasterly and Northerly along said curve and arc distance of 128.70 feet (said arc being subtended by a chord having a bearing of North  $14^{\circ}24'08''$  East and a length of 127.35 feet) to the point of tangency of said arc; (9) thence North  $06^{\circ}22'46''$  East 110.49 feet; thence South  $90^{\circ}00'00''$  West 535.59 feet; thence South  $29^{\circ}48'12''$  East 142.71 feet; thence South  $21^{\circ}06'09''$  East 55.00 feet; thence South  $12^{\circ}57'02''$  East 84.58 feet; thence South  $49^{\circ}58'26''$  East 42.85 feet; thence South  $28^{\circ}26'42''$  West 213.21 feet to a point on a curve concave Northerly having a central angle of  $04^{\circ}29'33''$  and a radius of 575.00 feet; thence Easterly along said curve and arc distance of 45.08 feet (said arc being subtended by a chord having a bearing of South  $76^{\circ}12'19''$  East and a length of 45.07 feet); thence South  $11^{\circ}33'10''$  West 160.00 feet; thence North  $75^{\circ}59'44''$  West 62.97 feet; thence North  $71^{\circ}06'50''$  West 62.44 feet; thence North  $68^{\circ}56'59''$  West 55.00 feet; thence North  $68^{\circ}57'34''$  West 55.46 feet; thence North  $70^{\circ}01'21''$  West 52.01 feet; thence North  $06^{\circ}22'46''$  East 102.77 feet; to a point on a curve concave Southerly having a central angle of  $18^{\circ}23'38''$  and a radius of 325.00 feet; thence Westerly along said curve an arc distance of 105.85 feet (said arc being subtended by a chord having a bearing of South  $87^{\circ}02'58''$  West and a length of 105.38 feet) to the point of tangency of said curve; thence South  $77^{\circ}43'09''$  West 71.03 feet to the point of curvature of a curve concave Southwesterly having a central angle of  $24^{\circ}20'56''$  and a radius of 125.00 feet; thence Westerly and Southwesterly along said curve an arc distance of 53.12 feet (said arc being subtended by a chord having a bearing of South  $65^{\circ}32'41''$  West and a length of 52.72 feet); thence South  $77^{\circ}23'31''$  East 145.41 feet; thence South  $61^{\circ}05'10''$  East 51.72 feet; thence South  $51^{\circ}57'37''$  East 55.27 feet; thence South  $32^{\circ}14'19''$  East 34.06 feet; thence South  $21^{\circ}03'30''$  East 50.77 feet; thence South  $05^{\circ}03'14''$  East 50.19 feet; thence South  $02^{\circ}49'50''$  West 56.57 feet; thence South  $37^{\circ}36'29''$  West 53.04 feet; thence South  $51^{\circ}55'12''$  West 57.45 feet; thence South  $74^{\circ}44'32''$  West 54.98 feet; thence North  $85^{\circ}14'45''$  West 76.40 feet; thence South  $14^{\circ}21'04''$  East 51.33 feet; thence South  $29^{\circ}53'07''$  East 50.58 feet; thence South  $43^{\circ}14'24''$  East 50.58 feet; thence South  $56^{\circ}35'42''$  East 50.58 feet; thence South  $69^{\circ}56'59''$  East 50.58 feet; thence South  $13^{\circ}22'22''$  West 107.50 feet to a point on a curve concave Northerly having a central angle of  $09^{\circ}38'16''$  and a radius of 325.00 feet; thence Westerly along said curve an arc distance of 54.67 feet (said arc being subtended by a chord having a bearing of North  $71^{\circ}48'29''$  West and a length of 54.60 feet); thence South  $23^{\circ}00'45''$  West 162.03 feet; thence South  $00^{\circ}00'00''$  East 95.56 feet to the south line of said Southwest Quarter; thence North  $89^{\circ}23'25''$  East along said south line 359.91 feet to the point of beginning, containing 15.873 acres, more or less; subject to highways, rights-of-way, and easements.

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Mid States Engineering, Inc. 941 North Meridian Street Indianapolis, IN 46204 (317) 634-1000  
Consulting Engineers, Land Surveyors, Photogrammetrists, Digital Mapping Specialists

Ed C. Weber, P.E., L.S. Printed

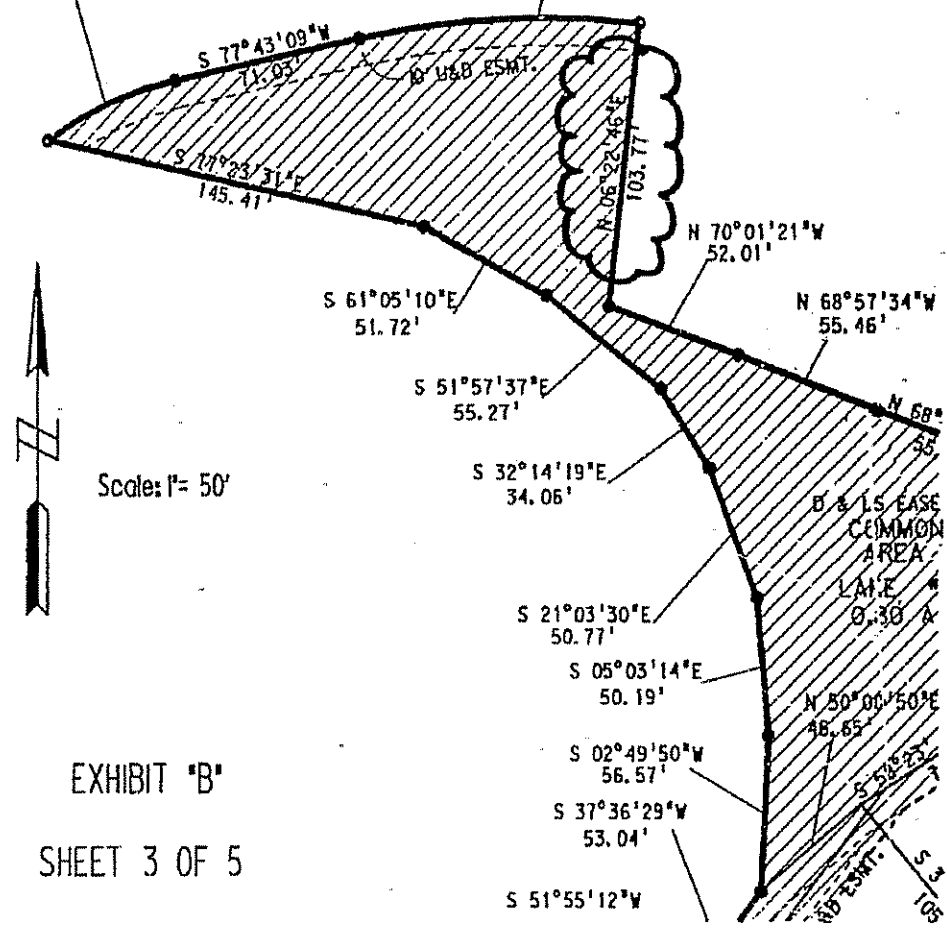


Mid States Engineering

MSE 285-095  
OCTOBER 4, 1986

$\Delta = 24^{\circ}20'56''$   
 $R = 125.00'$   
 $T = 26.97'$   
 $L = 53.12'$   
 $Ch = 52.72'$   
 $Brg = S 65^{\circ}32'41''W$

$\Delta = 18^{\circ}39'38''$   
 $R = 325.00'$   
 $T = 53.40'$   
 $L = 105.85'$   
 $Ch = 105.38'$   
 $Brg = S 87^{\circ}02'58''W$



Scale: 1" = 50'

EXHIBIT "B"  
SHEET 3 OF 5

860101694

Mid States Engineering, Inc., 941 North Meridian Street Indianapolis, IN 46204 (317) 634-1000  
Consulting Engineers, Land Surveyors, Photogrammetrists, Digital Mapping Specialists

Col C. Miller, P.E., L.S. Printed



Mid States Engineering

MSE 285-095  
OCTOBER 1, 1986

$\Delta = 24^{\circ}20'56''$
$R = 125.00'$
$T = 26.97'$
$L = 53.12'$
$Ch = 52.72'$
$Brg = S 65^{\circ}32'41''W$

$\Delta = 18^{\circ}39'38''$
$R = 325.00'$
$T = 53.40'$
$L = 105.85'$
$Ch = 105.38'$
$Brg = S 87^{\circ}02'58''W$

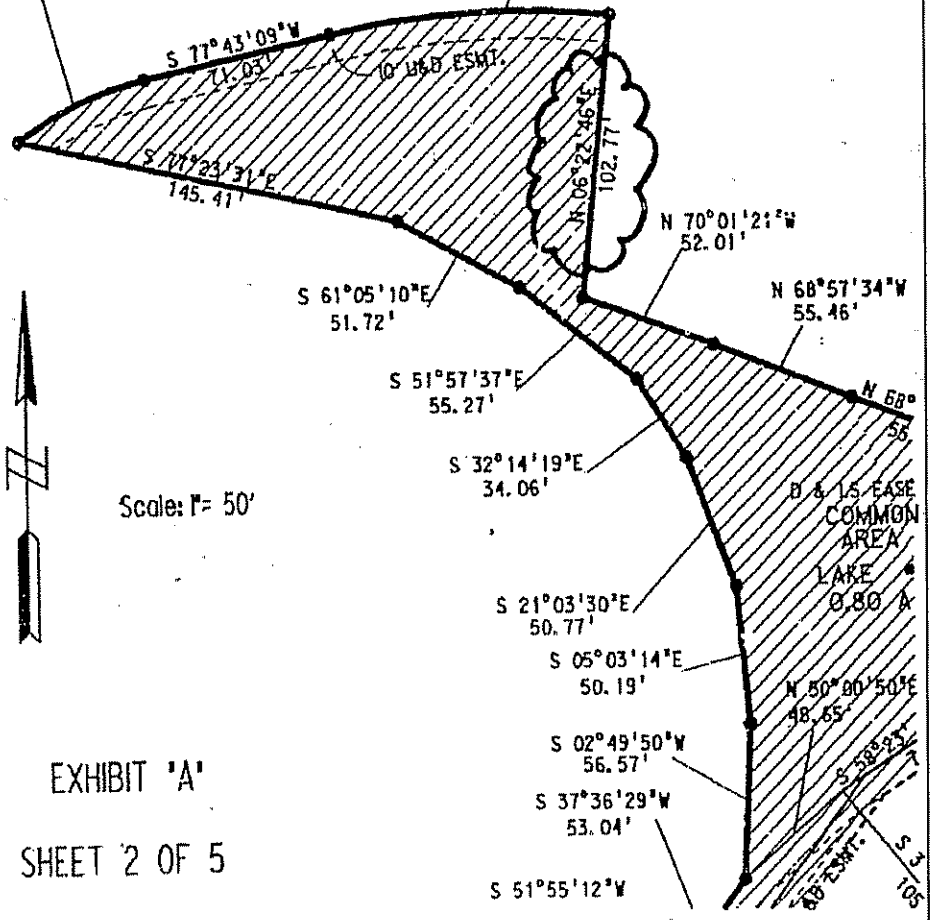


EXHIBIT 'A'  
SHEET 2 OF 5

860101694

Mid States Engineering, Inc., 941 North Meridian Street Indianapolis, IN 46204 (317) 634-1000  
Consulting Engineers, Land Surveyors, Photogrammetrists, Digital Mapping Specialists

Carl C. Miller, P.E., L.S. Preparer

860117421

① 1900 285-095  
NW 1366 L 34049

DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
CHAMPIONS VILLAGE, SECTION II

THIS DECLARATION made this 16<sup>TH</sup> day of Oct, 1988,  
by SCM REAL ESTATE DEVELOPMENT CORP., an Indiana corporation (hereinafter  
referred to as "Developer"),

WITNESSETH:

WHEREAS, Developer is the owner or contract purchaser of all of the lands contained in the area described in Exhibit A, attached hereto and made a part hereof, which lands will be subdivided and known as "Champions Village" (together with any additions thereto as herein provided, hereinafter referred to as the "Real Estate" or the "Development"), and will be more particularly described on the plats of the various sections thereof recorded and to be recorded in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Developer intends to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject to and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions"), under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and future home owners thereof.

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part of parts thereof subject to such Restrictions, and shall inure to the benefit of Developer's successors in title to any real estate in the Development. Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by Developer of a particular lot or tract within the Development as described in Exhibit A, to exclude any real estate as shown from the Development, or to include additional real estate.

1. DEFINITIONS.

A. The following are the definitions of the terms as they are used in this Declaration.

(i) "Association" shall mean "Champions Village Homeowners Association, Inc.", its successors and assigns and shall be created as an Indiana not-for-profit corporation and its membership shall consist of lot owners who pay mandatory assessments for security control, snow removal, liability insurance, landscape easement maintenance, fertilizing and weed control and Common Area facilities' operation and maintenance.

(ii) "Committee" shall mean the Champions Village Development Control Committee, composed of three (3) members appointed by Developer who shall be subject to removal by Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of Developer until such time as the subdivision is completely developed, at which time the Champions Village Homeowners Association, Inc. shall appoint from its membership this Committee.

(iii) "Common Area" shall mean those areas set aside for conveyance to the Association, as shown on the plat.

(iv) "Common Property" means all real and personal property which is in the nature of common or public improvements or areas, and which is located in, upon, or under the Common Areas, easements, or streets within Champions Village. Without limiting the generality thereof, Common

RECORDED IN MARION COUNTY, INDIANA  
NOV 14 5 24 AM '88

Property shall include, to the extent not publicly dedicated, all Streets, curbs, water mains, fire hydrants, the drainage system, the sewage system, street lights and street signs, public sidewalks, lakes, retention ponds, parks, and open spaces.

(v) "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Marion County, Indiana.

(vi) "Mortgagee" shall mean any holder, insurer or guarantor of any first mortgage on any Lot.

(vii) "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

B. Approvals, Etc. Approvals, determinations, permissions or consents required herein shall be deemed given if they are given in writing signed, with respect to Developer by an authorized officer or agent thereof, and with respect to the Committee by two members thereof.

## 2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot in the Development, unless it is otherwise designated by Developer, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded plats shall be Common Area and shall be used in a manner consistent with the zoning and use designated in a master plan by Developer, including recreational facilities.

B. Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any of the residential lots.

C. Occupancy or Residential Use of Partially Completed Dwelling Houses Prohibited. No dwelling house constructed on any of the residential lots 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 house 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.

D. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

## 3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Lot Size and Living Space Areas. The minimum lot size shall be five thousand (5,000) square feet. All dwellings will have two (2), three (3) or four (4) bedrooms, a two-car garage and a minimum of one thousand two hundred (1,200) square feet of living area and at least six hundred sixty (660) square feet of minimum main floor area in two-story dwellings.

### B. Residential Setback Requirements.

(i) In General. Unless otherwise provided in these restrictions or on the recorded plat, no dwelling or above-grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.

(ii) Definitions. "Side line" means a lot boundary line that extends from the road on which a Lot abuts to the rear line of said Lot. "Rear line" means the Lot boundary line that is farthest from, and substantially parallel to, the road on which the Lot abuts, except that on corner Lots, it may be determined from either abutting road.

860117421

(iii) Front yards. The front building setback lines shall be all as set forth upon the plats of the Development, but the minimum building setback distance from all right-of-way lines will be twenty (20) feet to all garages and fifteen (15) feet to any portion of the living space of any unit.

(iv) Cul-de-sacs. If the particular Lot abuts a cul-de-sac, the front building setback line shall be as shown on the plat of that Lot.

(v) Side Yards. The side yard setback lines shall maintain a minimum distance between buildings of not less than ten (10) feet. Site plans submitted for Improvement Location Permit on each Lot shall show the building line of improvements on adjacent lots, if any.

(vi) Rear Yards. The rear setback line shall be as set forth on the plats of the Development, and if not designated on the plat, the rear yard setback lines shall be twenty (20) feet, unless Common Area when combined with such rear yards results in at least forty (40) feet between buildings with abutting rear yards separated by Common Area.

(vii) Boulevard. The minimum setback from any boulevard right-of-way adjacent to the Development shall be thirty (30) feet.

C. Fences, Light Fixtures, Etc., Mailboxes, Lawns and Trees. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence, light fixture, basketball goal or similar structure must be approved by the Committee as to size, location, height and composition before it may be installed. All metal fencing in the Development will have a factory finish of either brown or black vinyl; no fence will be higher than six (6) feet; no fencing will extend forward of the furthest back corner of the home. Fencing style and color will be consistent with the Development. A standard mailbox and post will be adopted for the Development and installed by the Developer. The builder of residences is to provide two (2) two-inch callipers at base diameter deciduous shade trees per Lot and shall finish grade and seed or sod the Lot. Each Lot shall have at least one hundred twenty-five (125) square feet of planting bed area.

D. Exterior Construction. All utility facilities in the Development will be underground, except where required to be placed above-ground by the individual utility supplier. Each driveway in the Development will be of concrete or asphalt material and will not exceed in width the side boundaries of the garage associated therewith. No additional parking will be permitted on a Lot other than in the existing driveway. Each dwelling will have a continuous concrete sidewalk from the driveway to the front porch. All garage doors in the Development will be of a Masonite or wood material. All utility meters and HVAC units in the Development will be located in places unseen or screened from the fronts of the dwellings. No outside fuel storage tanks will be permitted above ground and no gasoline storage will be permitted above or below ground in the Development. All metal windows in the Development will be factory painted, no raw aluminum windows will be permitted, and all windows will have an approved thermal break. All gutters and downspouts in the Development will be painted or of a colored material other than gray galvanized. All roofing in the Development will be of a shingle-type material with weight no less than two hundred twenty (220) pounds and rating of Class A. All roof pitches will be four to twelve (4:12) or greater. Plumbing vent stacks shall be placed in inconspicuous locations. No two dwellings with the same facade will be placed side by side. No metal, fiberglass or similar type material awnings or patio covers will be permitted in the Development. No above-ground swimming pools will be permitted on any Lot in the Development. Modular-type construction is not permitted in the Development.

E. Heating Plants. Every dwelling in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the dwelling. Heating plants shall have ductwork capable of handling central air conditioning.

F. Damaged Structures. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

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G. Prohibition of Used Structures and Modular Homes. All structures constructed or placed on any numbered Lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot, nor shall modular constructed structures be placed on any Lot.

H. Maintenance of Lots and Improvements. The Owner of any Lot in the Development shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly; and, specifically, such Owner shall:

(i) Mow the Lot at such times as may reasonably be required in order to prevent the unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees.

(v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

I. Lot Access. All Lots shall be accessed from the interior streets of this subdivision. No direct access to Lots shall be permitted on any boulevard or 86th Street.

J. Sight Obstructions. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the adjoining street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street Lot lines and a line connecting points twenty-five (25) feet from the intersection of said street Lot lines (or in the case of a rounded property corner, from the intersection of the street Lot lines extended to form a corner). The same sight-line limitations shall apply to any Lot within ten (10) feet from the intersection of a street Lot line with the edge of a driveway pavement or alley line. As to any trees located within said sight line areas, the Owner thereof shall maintain the foliage line of such trees at a sufficient height to prevent obstruction of such sight lines.

K. Remedies for Failure to Comply. In the event that any Owner fails to fully observe and perform the obligations set forth in Paragraphs 2, 3 or 5, and in the further event that such failure is not cured within thirty (30) days after written notice of the same is given by the Association, the Association and any Owner shall have the right to commence judicial proceedings to abate or enjoin such failure, and to take such further action as may be allowed at law or in equity to correct such failure after commencement of such proceedings. In the event that such failure causes or threatens to cause immediate and substantial harm to any property outside of such defaulting Owner's Lot or to any person, the Association shall have the right to enter upon such Lot for the purpose of correcting such failure and any harm or damage caused thereby, without any liability whatsoever on the part of the Association. All costs incurred by the Association in connection with any act or proceeding undertaken to abate, enjoin, or correct such failure shall be payable by the defaulting Owner upon demand by the Association, and shall immediately become a lien against his Lot, subject to payment and collection in the manner provided for collection of assessments by the Association. The rights in the Owners and the Association under this paragraph shall be in addition to all other enforcement rights hereunder at law or in equity.

#### 4. PROPERTY RIGHTS.

A. Rights to Common Property. Title to all Common Property shall be held in the Association, and each Owner shall have, as non-exclusive, reciprocal easements appurtenant to his Lot, a right of access to his Lot over all streets, the right to the use of all Common Areas for their intended purposes; provided, however, that no Owner's use of any Common Property shall materially interfere with any other Owner's use thereof. The Association may own recreational facilities including a club house and swimming pool in common with other

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homeowners associations with the use thereof to be shared by all members of the owning association.

**B. Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(i) the right of the Association to charge reasonable admission and other fees, and to establish reasonable rules and regulations for the use of any recreational facility situated upon the Common Areas;

(ii) the right of the Association to suspend the voting rights and right to use of the recreational facilities by 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 any infraction of its published rules and regulations;

(iii) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreement to such dedication or transfer signed by a majority of each class of members has been recorded.

**C. Delegation of Use.** Any Owner may delegate, in accordance with the By-laws of the Association, his right of enjoyment to the Common Areas and facilities of the Association to the members of his family, his tenants, or contract purchasers who reside on the property.

**D. Umbrella Association.** Ownership, control and maintenance of certain portions of the Common Property, including, but not limited to landscaping and easements for the boulevard, surface drainage system, lakes and retention ponds, and recreation facilities may be placed under the control of or may be jointly controlled with a separate association comprised of associations and/or members of associations in residential developments located in surrounding areas.

**E. Utility Easements.** There is hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property, to be perpetual hereof, from the date of this instrument by the Developer, its successors and assigns, full right and authority to lay, operate and maintain such drainage facilities, sanitary sewer and water lines, gas and electric lines, communication lines (which shall include cable television), and such other further public service facilities as Developer may deem necessary. Provided, however, Developer shall restore the disturbed area as nearly as is possible to the condition in which it was found. No permanent structures shall be constructed within an easement area.

**F. Limited Common Area.** There is hereby reserved by the Developer for the benefit of the owner of any Lot, a limited common area for the purpose of entering and encroaching upon an adjoining Lot as designated on the plat hereof. Said limited common area is reserved for the limited purpose of performing maintenance and repair work on the dwelling benefited by such easement, and for the encroachment, if any, of the roofs, gutters, overhangs or other improvements resulting from the original construction of the adjacent dwelling. The owner of any house built within three (3) feet of a side-yard property line, shall have an express right of access and use for the limited purposes described above, in the limited common area as measured from the side-yard property line. Said easement area shall be five (5) feet in width as measured from said side-yard property line and as designated on the plat hereof. Any persons entering upon a Lot under the rights granted hereunder shall be responsible for repair of any damage resulting from the use of the area.

**5. Miscellaneous Provisions and Prohibitions.**

**A. Mortgagees' Rights.** The Mortgagees, individually and collectively, have the right, but not the obligation, to pay any taxes or other charges or assessments which are or may become a lien against the Common Area, in the event the same are not paid by the Association when due. The Mortgagees also have the right, but not the obligation, to pay any overdue premiums on hazard insurance coverage in

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the event of a lapse of any such policies. Any Mortgagee or Mortgagees making any payment pursuant to this paragraph shall be entitled to reimbursement from the Association promptly upon written demand therefor to the Association.

B. Nuisances. No outside toilets shall be permitted on any Lot in the Development (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to enter the storm drainage system. No discharge from any floor drain shall be permitted to enter into the storm drainage system. By purchase of a Lot, each Owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by Developer, Association, or any homeowner in Champions Village in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees, shall become a charge or lien upon the Lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt. No noxious or offensive activities shall be carried on on any Lot in the Development, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot in the Development.

Neither Developer, any officer, agent, employee or contractor thereof, Association, or any homeowner shall be liable for any damage which may result from enforcement of this paragraph.

C. Construction of Sewage Lines. All sanitary sewage lines on the residential building Lots shall be designed and constructed in accordance with the provisions and requirements of the Metropolitan Department of Public Works. Copies of all permits, plans and designs relating to the construction of a sanitary sewer service shall be submitted in duplicate to the Committee at the time of the submission of all other plans or documents required for the obtaining from said Committee of a permit to build.

D. Signs. No signs or advertisements shall be displayed or placed on any Lot or structures in the Development without the prior written approval of the Committee.

E. Animals. No animals shall be kept or maintained on any Lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably contained so as not to become a nuisance.

F. Vehicle Parking. No campers, trailers, recreational vehicles, boats or similar vehicles shall be parked on any street or Lot in the Development, unless the same shall be parked in such a manner that it is not visible to the occupants of other Lots in the Development or the uses of any street in the Development.

G. Garbage, Trash and Other Refuse. No Owner of a Lot in the Development shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse on his Lot except as may be permitted in subparagraph H below. All dwellings built in the Development shall be equipped with a garbage disposal unit.

H. Trash Receptacles. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

I. Model Homes. No Owner of any Lot in the Development other than Developer shall build, or permit the building upon said Lot of, any dwelling that is to be used as a model home or exhibit house.

J. Temporary Structure. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any Lot, nor shall any overnight camping be permitted on any Lot.

K. Ditches and Swales. It shall be the duty of every Owner of every Lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes of this subsection. All Owners, if necessary, shall install dry culverts between the road

rights-of-way and their Lots in conformity with specifications and recommendations of the Committee.

L. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring unless specifically approved by Developer. All utility facilities in the Development will be underground, except where required to be placed above ground by the individual utility supplier.

M. Wells and Septic Tanks. No water wells shall be drilled on any of the Lots in the Development without the approval of the Committee. No septic tanks shall be installed on any of the Lots.

N. Antennas. Exposed antennas shall require approval by the Association. The maximum height of such antennae shall not exceed five (5) feet above the roof peak.

O. Solar Heat Panels. No solar heat panels shall be allowed on roofs. All such panels must be enclosed within a fenced area within the specific Lot boundary and located to the rear of the dwelling.

#### 6. DEVELOPMENT CONTROL COMMITTEE.

##### A. Powers of Committee.

(I) In General. No dwelling, building structure or improvement of any type or kind shall be repainted, constructed or placed on any Lot in the Development, and no existing trees shall be removed, without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of one inch (1") equals ten feet (10'), or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or plat plans which shall be prepared by either a registered land surveyor, engineer or architect. Plat plans submitted for Improvement Location Permit shall bear the stamp or signature of the Committee acknowledging the approval thereof.

(II) Power of Disapproval. The Committee may refuse to grant permission to remove trees, repaint, construct, place or make the requested improvement, when:

(a) the plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;

(b) the design or color scheme of a proposed repainting or improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures;

(c) the proposed improvement, or any part thereof, or proposed tree removal, would, in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of the other Owners.

B. Duties of Committee. The Committee shall approve or disapprove proposed improvements within fifteen (15) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notifications is one of disapproval, it shall specify the reason or reasons for such disapproval.

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C. Liability of Committee. Neither the Committee nor any agent thereof, nor Developer, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

D. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

7. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER. Whenever two or more contiguous Lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of said Lots as a site for a single dwelling, he shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single dwelling shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with one single dwelling. No double family houses shall be constructed in the Development.

8. REMEDIES.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, Association and any homeowner within Champions Village, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither Developer nor Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Government Enforcement. The Metropolitan Development Commission of Marion County, Indiana, its successors and assigns, shall have no right, power, or authority, to enforce any covenants, commitments, restrictions, or other limitations contained herein other than those covenants, commitments, restrictions, or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance 58-AO-3, as amended, or any conditions attached to approval of the plat of Section II of Champions Village by the Plat Committee.

C. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

9. EFFECT OF BECOMING AN OWNER. The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of the such contract, the Owner acknowledges the rights and powers of Developer with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with Developer and to and with the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

10. TITLES. The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

11. DURATION AND AMENDMENT.

A. This Declaration shall be effective for an initial term of twenty (20) years and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless as of the end of any term both the Owners of ninety percent (90%) of the Lots and the Mortgagees of at least ninety percent (90%) of the Lots vote to terminate this Declaration, in which case this Declaration shall terminate as of the end of the term during which such vote was taken. Notwithstanding the

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preceding sentence, all easements created or reserved by this Declaration shall be perpetual unless otherwise expressly indicated herein.

B. Developer hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Developer without the approval of any other person or entity, in order to bring these Restrictions or Champions Village into compliance with the requirements of any public agency having jurisdiction thereof or of any agency guaranteeing, insuring, or approving mortgages, so long as Developer owns any Lots within Champions Village, provided that Developer shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of these Restrictions to any Owner or substantially increases the obligations imposed by these Restrictions on any Owner.

12. **RIGHTS OF MORTGAGEES.** Except to the extent otherwise provided herein, no breach of these Restrictions shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the Real Estate; provided, however, that if all or any portion of said Real Estate is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to these Restrictions. Notwithstanding any other provision of these Restrictions, neither the Owners nor the Association shall have any right to make any amendment to these Restrictions which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.

13. **SEVERABILITY.** Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

14. **HOMEOWNERS ASSOCIATION.** The Association will be created as a not-for-profit corporation under the laws of the State of Indiana. The Declaration of Covenants, Conditions and Restrictions of the Association will be recorded in the office of the Recorder of Marion County, Indiana, and shall be binding with respect to all land contained within this plat. The Association will be responsible for controlling all maintenance and other activities for all areas denoted as common areas (lakes, parks, landscape easements, recreational facilities, etc.) as denoted on the plat.

15. **DEDICATED STREETS.** The streets are hereby dedicated to the public.

IN TESTIMONY WHEREOF, witness the signature of Developer this 15TH day of OCT, 1988.

SCM REAL ESTATE DEVELOPMENT CORP.

By:   
Sol C. Miller, President

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STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Sol C. Miller, the President of SCM REAL ESTATE DEVELOPMENT CORP., who acknowledged execution of the foregoing Declaration of Covenants, Conditions and Restrictions for and on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 15<sup>TH</sup> day of OCT, 1986.



Debra Howard  
(signature)

DEBRA HOWARD  
(printed name) NOTARY PUBLIC

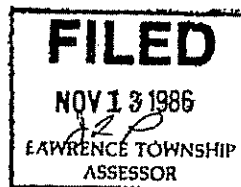
My Commission Expires:

10-29-88

My County of Residence:

HAMILTON

This instrument was prepared by Phillip J. Stoffregen, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282.



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EXHIBIT "A"

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CERTIFICATE OF SURVEY  
CHAMPIONS VILLAGE SECTION 11

I, the undersigned, do hereby certify the attached plat to be true and correct to the best of my knowledge and belief, representing a survey of a part of the Southeast Quarter and a part of the Southwest Quarter of Section 13, Township 17 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Southwest Quarter; thence South 89°23'25" West along the south line of said Southwest Quarter 359.91 feet to the southwest corner of Champions Village Section 11, the plat of which is recorded as Instrument No. 86-3187; in the Office of the Recorder of Marion County, Indiana; thence continuing South 89°23'25" West along said south line 294.59 feet to the southward prolongation of an existing north-south fence line running near the west line of the East Half of the East Half of said Southwest Quarter; thence North 00°01'30" East along said north-south fence line 1076.84 feet to a point which is 1076.77 feet north by perpendicular measure from the south line of said Southwest Quarter; thence North 89°23'25" East parallel with said south line 8.99 feet to a point which is 2052.52 feet east by perpendicular measure from the west line of said Southwest Quarter; thence North 00°25'32" East parallel with said west line 280.04 feet; thence North 90°00'00" East 629.43 feet to the northwest corner of said Champions Village Section 11; thence the following thirty-six (36) courses along the westerly line of said Champions Village Section 11: (1) South 29°48'12" East 142.71 feet; (2) thence South 21°06'09" East 15.00 feet; (3) thence South 12°57'02" East 84.58 feet; (4) thence South 49°58'26" East 42.85 feet; (5) thence South 28°26'42" West 213.21 feet to a point on a curve concave Northeasterly having a central angle of 04°29'33" and a radius of 575.00 feet; (6) thence Southeasterly along said curve an arc distance of 45.08 feet (said arc being subtended by a chord having a bearing of South 76°12'19" East and a length of 45.07 feet); (7) thence South 11°33'10" West 160.00 feet; (8) thence North 75°59'44" East 62.97 feet; (9) thence North 71°06'50" West 62.44 feet; (10) thence North 68°55'59" West 55.00 feet; (11) thence North 68°57'34" West 55.46 feet; (12) thence North 70°01'21" West 52.01 feet; (13) thence North 06°22'46" East 103.77 feet to a point on a curve concave Southerly having a central angle of 18°39'38" and a radius of 325.00 feet; (14) thence Westerly along said curve an arc distance of 105.85 feet (said arc being subtended by a chord having a bearing of South 87°02'58" West and a length of 105.38 feet) to the point of tangency of said curve; (15) thence South 77°43'09" West 71.03 feet to the point of curvature of a curve concave Southeasterly having a central angle of 24°20'56" and a radius of 125.00 feet; (16) thence Southwesterly along said curve an arc distance of 53.12 feet (said arc being subtended by a chord having a bearing of South 65°32'41" West and a length of 52.72 feet); (17) thence South 77°23'31" East 145.41 feet; (18) thence South 61°05'10" East 51.72 feet; (19) thence South 51°57'37" East 55.27 feet; (20) thence South 32°14'19" East 34.06 feet; (21) thence South 21°03'30" East 50.77 feet; (22) thence South 05°03'14" East 50.19 feet; (23) thence South 02°49'50" West 56.57 feet; (24) thence South 37°36'29" West 53.04 feet; (25) thence South 51°55'12" West 57.45 feet; (26) thence South 74°44'32" West 54.98 feet; (27) thence North 85°34'45" West 76.40 feet; (28) thence South 14°21'04" East 51.33 feet; (29) thence South 29°53'07" East 50.58 feet; (30) thence South 43°14'24" East 50.58 feet; (31) thence South 56°35'42" East 50.58 feet; (32) thence South 69°56'59" East 50.58 feet; (33) thence South 13°22'22" West 107.50 feet to a point on a curve concave Northeasterly having a central angle of 09°38'16" and a radius of 325.00 feet; (34) thence Northwesterly along said curve an arc distance of 54.67 feet (said arc being subtended by a chord having a bearing of North 71°48'29" West and a length of 54.60 feet); (35) thence South 23°00'45" West 62.03 feet; (36) thence South 00°00'00" East 95.58 feet to the point of beginning, containing 16.08 acres, more or less, subject to highways, rights of way, and easements.

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UMBRELLA DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR THE VILLAGES COMMUNITIES

THIS UMBRELLA DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE VILLAGES COMMUNITIES, made this 30th day of December, 1988, by SCM REAL ESTATE DEVELOPMENT CORP., an Indiana corporation (hereinafter referred to as the "Developer"),

WITNESSETH:

WHEREAS, the Developer and those persons executing the consents attached hereto and filed herewith or subsequently recorded is/are the fee simple owner(s) or contract purchaser(s) of the real property described in Exhibit A, attached hereto and made a part hereof (the "Real Estate" or the "Development"); and

WHEREAS, the Developer intends to develop the Real Estate into a number of residential communities consisting of attached and detached single family dwellings; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in all of said communities and for the maintenance of common drainage facilities and the central landscaping for the Real Estate, and to this end, desires to subject the Real Estate to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Real Estate and the subsequent owners thereof; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in said communities and the maintenance of the drainage system and central landscaping benefitting all of such communities, administering and enforcing the within covenants and restrictions, establishing a procedure for assessing its members, and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Developer has formed (or intends to form) The Villages Umbrella Homeowners Association, Inc., as a not-for-profit corporation under the General Laws of the State of Indiana for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE, Developer hereby declares that the Real Estate is and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of the Lots on the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said Lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part of parts thereof subject to such Restrictions, and shall inure to the benefit of Developer's successors in title to the Development, or any part thereof. Developer for itself and its successors and assigns specifically reserves unto itself the right and privilege, prior to the recording of the plat by Developer of a particular lot or tract within the Development as described in Exhibit A, to exclude any real estate as shown from the Development, or to include additional real estate.

1. DEFINITIONS.

The following are the definitions of the terms as they are used in this Declaration.

(I) "Assessment" means the share of the Common Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of paragraph 7 herein;

(II) "Association" shall mean "The Villages Umbrella Homeowners Association, Inc.", its successors and assigns and shall be created as an Indiana not-for-profit corporation and its membership shall consist of lot owners who pay mandatory assessments for Community Expenses and such other services as may be desired for the common benefit of all Owners;

(III) "Community Expense" means the actual and estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of Community Facilities, real estate taxes or personal

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property taxes assessed against any Community Facilities, and any other cost or expense incurred by the Association for the benefit of the Community Facilities. Community Expenses shall not include any costs or expenses incurred in connection with the initial installation or completion of the streets, utility lines and mains, drainage system, street lights, or other improvements constructed by Developer;

(iv) "Community Facilities" shall mean and refer to the central drainage system on the Real Estate including all lakes, retention ponds, spillways, creeks, and culverts and in addition shall include the landscaping along the 86th Street boundary of the Real Estate as well as the landscaping along the central boulevard on the Real Estate as shown on the various plats thereof to be recorded from time to time;

(v) "Declaration" means this Umbrella Declaration;

(vi) "Developer" or "Declarant" means SCM Real Estate Development Corp., an Indiana corporation or any other person, firm, corporation or partnership which succeeds to the interest of SCM Real Estate Development Corp. as developer of the Real Estate;

(vii) "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Marion County, Indiana;

(viii) "Mortgages" shall mean any holder, insurer or guarantor of any first mortgage on any Lot; and

(ix) "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation; provided, however, that the Declarant shall be deemed for all purposes hereof to be the Owner of Lots during the period of initial construction of a residence thereon and the period prior to the initial sale thereof during which the residence is not being used for residential purposes.

## 2. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

A. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

B. Classes of Membership. The Association shall have one class of voting membership which shall be comprised of all Owners who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no such event shall more than one vote be cast with respect to any Lot.

C. Board of Directors. The Members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association. The initial Board of Directors shall be appointed by Developer and shall manage the affairs of the Association until Developer transfers control of the Association to the Owners as required herein.

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

E. Responsibilities of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place, and stead of, the individual Owners in all matters pertaining to the maintenance, repair, and replacement of the Community Facilities, the determination of Community Expenses, the collection of annual and special Assessments, and the granting of any approvals whenever and to the extent called for by this Declaration for the common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the

terms, covenants, conditions and restrictions contained in this Declaration. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of this Declaration or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct. The Association shall procure and maintain casualty insurance for the Community Facilities, liability insurance (including directors' and officers' insurance) and such other insurance as it deems necessary or advisable. The Association may contract for such services as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable.

F. Transfer of Control of Association. Developer must transfer control of the Association to the Owners no later than the earlier of (a) four (4) months after three-fourths (3/4) of the Lots on the Real Estate have been conveyed to Lot purchasers or (b) five (5) years after the first Lot is conveyed to an Owner in any of the communities.

G. Mortgagees' Rights. The Mortgagees, individually and collectively, have the right, but not the obligation, to pay any taxes or other charges or assessments which are or may become a lien against the Community Facilities, in the event the same are not paid by the Association when due. The Mortgagees also have the right, but not the obligation, to pay any overdue premiums on hazard insurance policies required to be maintained by the Association, or to secure new hazard insurance coverage in the event of a lapse of any such policies. Any Mortgagee or Mortgagees making any payment pursuant to this paragraph shall be entitled to reimbursement from the Association promptly upon written demand therefor to the Association.

### 3. INSURANCE.

A. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury occurring on or in connection with any and all of the Community Facilities, in an amount not less than Three Million Dollars (\$3,000,000.00) per occurrence for personal injury and One Million Dollars (\$1,000,000.00) per occurrence for property damage.

B. The Association shall also maintain in force adequate fire and extended coverage insurance, as appropriate, for all improvements, if any, comprising the Community Facilities for the benefit of all Owners and Mortgagees in the Development, insuring against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value thereof, and shall contain the following endorsements, if and to the extent obtainable at a reasonable cost in the State of Indiana: (i) replacement cost; (ii) inflation guard; (iii) demolition cost, contingent liability, and increased construction cost in connection with building code requirements; and (iv) steam boiler coverage (if applicable). The insurer's minimum liability per accident under boiler and machinery coverage, if any, must equal the insurable value of the building housing such boiler or machinery or Two Million Dollars (\$2,000,000.00), whichever is less. In the event that all or any part of the Community Facilities is determined to be in a flood hazard area, the Association shall also obtain a master policy of flood insurance on all structures and improvements on all Community Facilities within such flood hazard zone, in an amount at least equal to the lesser of one hundred percent (100%) of the current replacement cost of all insurable property within the flood hazard area, or the maximum coverage available for such property under the National Flood Insurance Program. The amounts of coverages under the foregoing master policies shall be increased from time to time to cover all additions to structures or improvements comprising Community Facilities. Deductibles may not exceed the lower of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the applicable amount of coverage. Funds for such deductibles must be included in the Association's reserves and be so designated.

C. The Association also shall obtain comprehensive public liability insurance together with Workmen's Compensation insurance, employers liability insurance, and such other liability insurance, with such coverages and limits, as the Board of Directors deems appropriate. All such policies of insurance shall contain

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an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board of Directors, the Developer, any Managing Agent, their respective employees and agents, or the Owners, and shall further contain a clause whereby the insurer waives any defenses based on acts of Individual Owners whose interests are insured thereunder, and shall cover claims of one or more insured parties against other insured parties. All such policies shall name the Association, for the use and benefit of the Owners, as the insured; shall provide that the coverage thereunder is primary even if an Owner has other insurance covering the same loss; shall show the Association or insurance trustee, in trust for each Owner and Mortgagee, as the party to which proceeds shall be payable; shall contain a standard mortgage clause and name FHLMC and all Mortgagees as mortgagee; and shall prohibit any cancellation or substantial modification to coverage without at least ten (10) days' prior written notice to the Association and to the Mortgagees. Such insurance shall inure to the benefit of each of each individual Owner, the Association, the Board of Directors, and any managing agent or company acting on behalf of the Association. The individual Owners, as well as any lessees of any Owners, shall have the right to recover losses insured for their benefit.

D. The Association shall obtain a fidelity bond indemnifying the Association, the Board of Directors, and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee or officer of the Association or of any other person handling the funds of the Association or the Owners. The coverage must equal the maximum amount of funds in the Association's custody at any one time but must be no less than the sum of three (3) months of assessments on the entire project plus reserves.

E. All policies of insurance maintained by the Association pursuant to this section shall provide such coverages and be in such amounts as may be required from time to time by FNMA, FHLMC, FHA or VA. All policies shall contain a clause whereby the insurer agrees to provide written notice to the Association, to FHLMC, and to any other lending institution or agency requesting or requiring the same, prior to any cancellation or material modification thereof. The Association shall notify all Mortgagees of which it has notice of any lapse, cancellation, or material modification of any insurance policy.

F. The Association shall also carry any additional coverage commonly required by private mortgage investors for developments similar in construction, location, and use, including the following where applicable and available:

- (i) contingent liability from operation of building laws;
- (ii) comprehensive automobile liability; and
- (iii) bailee's liability;
- (iv) elevator collision liability;
- (v) garage keeper's liability;
- (vi) host liquor liability;
- (vii) workers' compensation and employer's liability;
- (viii) contractual liability.

G. A professional management firm must be insured to the same extent as the Association is required pursuant hereto and must submit evidence of such coverage to the Association.

H. Insurance policies required by this paragraph shall be subject to the following additional requirements:

- (i) the insurer has a Best's Insurance Reports rating of A/V or better; (a) the insurer is reinsured by a company rated B/VI or better. In this case, both the insurer and reinsurer must execute an Assumption of Liability Agreement or a similar endorsement providing for one hundred percent (100%) reinsurance of the issuer's policy and requiring the reinsurer to give the borrower, Mortgagees, and the insurer ninety (90) days written notice before

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cancelling or otherwise terminating the reinsurance (this agreement must be attached to the insurance policy); or (b) the coverage is underwritten by Lloyd's of London or by a Fair Access to Insurance Requirements (FAIR) or beach and windstorm plan;

(ii) Each insurer and any reinsurer must be specifically licensed or authorized by law to transact business within the State of Indiana;

(iii) Policy contracts must provide that no assessments may be made against the Federal Home Loan Mortgage Association (or its designee) and that any other assessments may not become a lien on the Development superior to the first mortgage; and

(iv) All policies of hazard insurance shall contain or have attached the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the Development is located. The mortgagee clause must provide that the insurance carrier will notify the first mortgagee (or trustee) named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

#### 4. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within the Development, as the same may be platted or created from time to time, and promoting the health, safety, and welfare of the Owners, users, and occupants of the same and, in particular, for the improvement, repairing, operating, and maintenance of the Community Facilities, including, but not limited to, the payment of taxes and insurance thereon, for the cost of labor, equipment, material, and management furnished with respect to the Community Facilities, and any and all other Community Expenses. Each Owner hereby covenants and agrees to pay to the Association:

(i) A Pro-rata Share (as hereinafter defined) of the annual Assessments fixed, established, and determined from time to time as hereinafter provided; and

(ii) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

B. Pro-rata Share. The pro-rata share of each Owner for purposes of this paragraph shall be the percentage obtained by dividing one by the total number of Owners shown on the plat or plats of the Development, as the same may be recorded from time to time.

C. Liability for Assessments. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot and shall constitute a lien upon each Lot from and after the due date thereof in favor of the Association. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. The lien for any Assessment shall for all purposes be subordinate to the lien of any Mortgagee whose mortgage was recorded prior to the date such Assessment first became due and payable. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

D. Basis of Annual Assessments. The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all anticipated Community Expenses for the coming fiscal year (with appropriate allocations for expenses attributed to any shared facilities), together with a reasonable allowance for contingencies and reserves for periodic repair and replacement of the Community Facilities. A copy of this budget shall be delivered

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to each Owner within thirty (30) days prior to the beginning of each fiscal year of the Association.

E. Basis of Special Assessments. Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied for such year may be insufficient to pay the Community Expenses for such year, the Board of Directors shall call a special meeting of the Association to consider imposing such special Assessments as may be necessary for meeting the Community Expenses for such year. A special Assessment shall be imposed only with the approval of two-thirds (2/3) of the Owners, and shall be due and payable on the date(s) determined by such Owners, or if not so determined, then as may be determined by the Board of Directors.

F. Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be the calendar year but may be changed from time to time by action of the Association. The annual Assessments on each Lot in the Development shall commence on the first day of the first month following the month in which Declarant first conveys ownership of any Lot to an Owner; provided, that if any Lot is first occupied for residential purposes prior to being conveyed by Declarant, full Assessments shall be payable with respect to such Lot commencing on the first day of the first month following the date of such occupancy. However, the Declarant shall be liable for and shall make up any deficit in the budget for the Community Expenses for any year in which Declarant controls the Association subject to its rights to be reimbursed therefor as provided herein. The first annual Assessment shall be made for the balance of the fiscal year of the Association in which such Assessment is made and shall become due and payable commencing on any date(s) fixed by the Board of Directors. The annual Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Board of Directors may from time to time by resolution authorize the payment of such Assessments in monthly, quarterly, or semi-annual installments.

G. Duties of the Association.

(i) The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept in the office of the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Association shall cause audited financial statements to be prepared at least annually for each fiscal year of the Association, and shall furnish copies of the same to any Owner or Mortgagee upon request. The Board of Directors of the Association shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed to the Owners or their designated representatives. Notices of the amounts of the annual Assessments and the amounts of the installments thereof shall be sent annually within thirty (30) days following the determination thereof. Notices of the amounts of special Assessments shall be sent as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice;

(ii) The Association shall promptly furnish upon request to any Owner, prospective purchaser, title insurance company, or Mortgagee a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to any Lot in which the requesting party has a legitimate interest. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid;

(iii) The Association shall notify any Mortgagee from which it has received a request for notice: (a) of any default in the performance of any obligation under this Declaration by any Owner which is not cured within sixty

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(60) days; (b) of any condemnation or casualty loss that affects either a material portion of the Development or the Lot securing its mortgage; (c) of any lapse, cancellation, or material modification of any insurance policy or fidelity bond required to be maintained by the Association; and (d) and proposed action which requires the consent of the Mortgagees or a specified percentage thereof, as set forth in the various declarations with respect to the communities as filed from time to time; and

(iv) In order to avoid duplicative costs and efforts in collecting Assessments, the Association may enter into agreements with the governing bodies or associations of the various communities within the Development for their collection as the Association's agent, or for the collection by the Association as the agent of such Associations, of the Assessments provided for herein in conjunction with the assessment payment process of such communities; provided, however, that all funds so collected shall be immediately turned over to or for the account of the Association.

**H. Non-payment of Assessments; Remedies of Association.**

(i) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due; and

(ii) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at a rate of eighteen percent (18%) per annum and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys' fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

**I. Adjustments.** In the event that the amounts actually expended by the Association for Community Expenses in any fiscal year exceed the amounts budgeted and assessed for Community Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year, except that so long as the Declarant controls the Association, Declarant shall be responsible for such deficit; provided, however, that Declarant shall be reimbursed by the Association for such deficits, together with interest at 8% per annum until so reimbursed, from available surpluses in later years or through a special assessment at the time of transfer of control of the Association to Owners. Thereafter, such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special Assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Community Expenses in any fiscal year exceed the amount actually expended by the Association for Community Expenses for that fiscal year, a Pro-rata Share of such excess shall be a credit against the Assessment(s) due from each Owner for the next fiscal year(s); provided, that Declarant shall first be reimbursed for deficits previously paid as required above before such excess shall be so credited to Owners.

**J. Initial Assessments.** During the first year following the date of recordation of this Declaration, the total Assessments per Lot per year shall not exceed One Hundred Dollars (\$100.00). In each year thereafter, the total Assessments per Lot per year shall not be increased by more than the twelve percent (12%) over the prior year, until such time as the Declarant relinquishes control of the Association. In no event shall the annual Assessments exceed One Hundred Dollars (\$100.00) per year per Lot without the approval of a majority of the Owners; provided, however, that said maximum amount may be increased by no

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more than five percent (5%) per year by the Board of Directors without such consent.

K. Notice and Quorum for Any Action to Increase Assessments. Written notice of any meeting called for the purpose of increasing the regular or special Assessments of the Associations shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Nothing contained in this paragraph shall be construed to limit the ability of the Developer or the Board of Directors to increase Assessments up to the amounts permitted by paragraph 3(J) hereof.

L. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

5. REMEDIES.

A. in General. Any party to whose benefit these Restrictions inure, including Developer, the Association and any Owner, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither Developer nor Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Government Enforcement. The Metropolitan Development Commission of Marion County, Indiana, its successors and assigns, shall have no right, power, or authority, to enforce any covenants, commitments, restrictions, or other limitations contained herein other than those covenants, commitments, restrictions, or limitations that expressly run in favor of the Metropolitan Development Commission provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance 58-AO-3, as amended, or any conditions attached to approval of the various plats of the Development by the Plat Committee.

C. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

6. EFFECT OF BECOMING AN OWNER. The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer, its assigns or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of the such contract, the Owner acknowledges the rights and powers of Developer with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with Developer and to and with the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

7. TITLES. The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean

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or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

8. DURATION AND AMENDMENT. This Umbrella Declaration shall be effective for an initial term of twenty (20) years and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless as of the end of any term both the Owners of ninety percent (90%) of the Lots and the Mortgagees of at least ninety percent (90%) of the Lots vote to terminate this Umbrella Declaration, in which case this Umbrella Declaration shall terminate as of the end of the term during which such vote was taken. Notwithstanding the preceding sentence, all easements created or reserved by this Umbrella Declaration shall be perpetual unless otherwise expressly indicated herein.

A. The Association shall have the right to amend this Umbrella Declaration at any time, and from time to time, upon the recommendation of an amendment to the Association by its Board of Directors, and the subsequent approval of such amendment by both the Owners of at least seventy-five percent (75%) of the Lots and ninety percent (90%) of the Mortgagees; provided, however, that any such amendment of this Declaration shall require prior written approval of the Developer so long as Developer owns any Lots within the Development. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Developer when their approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the office of the Recorder of Marion County.

B. Developer hereby reserves the right to make such amendments to this Umbrella Declaration as may be deemed necessary or appropriate by Developer without the approval of any other person or entity, in order to bring these Restrictions or the Development into compliance with the requirements of any public agency having jurisdiction thereof or of any agency guaranteeing, insuring, or approving mortgages, so long as Developer owns any Lots within the Development; provided that Developer shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of these Restrictions to any Owner or substantially increases the obligations imposed by these Restrictions on any Owner.

C. Subject to the other requirements of this paragraph 16, unless at least two-thirds (2/3) of the Mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Developer) of the Lots have given their prior written approval, the Association shall not be entitled to:

(i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Community Facilities (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Community Facilities by the Association shall not be deemed a transfer within the meaning of this clause);

(ii) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(iii) by act or omission change, waiver or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of the residences, the exterior maintenance of the residences, the maintenance of the Community Facilities, or the upkeep of lawns and plantings in the Development;

(iv) fail to maintain fire and extended coverage on the structures and improvements comprising Community Facilities on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); and

(v) use hazard insurance proceeds for losses to any of the Community Facilities other than for the repair, replacement or reconstruction of the Community Facilities.

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EXHIBIT A

Land being a part of the Southeast Quarter and the Southwest Quarter of Section 13, Township 17 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of said Southwest Quarter of Section 13; thence South 89°23'25" West along the South line of said Quarter-Section 654.50 feet to the southward prolongation of an existing north-south fence line, running near the West line of the East half of the East half of said Southwest Quarter; thence North 00°01'30" East along said north-south fence line 2651.22 feet to the east-west half-section line of said Section 13; thence North 89°18'19" East along said east-west half-section line 2706.40 feet to the Northwest corner of Hunters Glen 5th Section, as per plat thereof recorded as Instrument No. 79-58107 in the Office of the Recorder of Marion County; thence on the following four courses along the West line of Hunters Glen 5th Section: (1) South 00°25'45" East 205.28 feet (South 00°02'58" West 206.92 feet plat); (2) South 00°09'16" West (South 00°43'00" West plat) 700.00 feet; (3) South 00°41'57" West (South 01°15'41" West plat) 300.01 feet; (4) South 02°53'40" West (South 03°27'24" West plat) 62.13 feet to the Southwest corner of said Hunters Glen 5th Section, being also the Northwest corner of Hunters Glen 3rd Section, as per plat thereof recorded as Instrument No. 78-80695 in said Office of the Recorder; thence on the following two courses along the West line of Hunters Glen 3rd Section: (1) South 02°53'40" West (South 03°27'24" West plat) 37.97 feet; (2) South 00°45'19" West (South 01°19'03" West plat) 380.08 feet to the Southwest corner of said Hunters Glen 3rd Section, being also the Northwest corner of Hunters Glen 4th Section, as per plat thereof recorded as Instrument No. 76-53966 in said Office of the Recorder; thence on the following nine courses along the West line of Hunters Glen 4th Section: (1) South 00°36'16" West (South 01°10'00" West plat) 19.93 feet; (2) South 00°19'05" West (South 00°52'49" West plat) 250.00 feet; (3) South 00°49'40" East (South 00°15'56" East plat) 99.96 feet; (4) South 00°15'18" East (South 00°18'26" West plat) 100.07 feet; (5) South 00°19'05" West (South 00°52'49" West plat) 100.00 feet; (6) South 01°27'50" West (South 02°01'34" West plat) 100.02 feet; (7) South 00°01'54" West (South 00°35'38" West plat) 100.00 feet; (8) South 01°23'24" West (South 01°58'08" West plat) 78.96 feet; (9) South 00°19'05" West (South 00°52'49" West plat) 121.06 feet to the South line of said Southeast Quarter section; thence South 89°23'03" West along said South line 2033.47 feet to the Southwest corner of said Quarter-Section and the Point of Beginning, containing 164.394 acres, more or less; subject to highways, rights-of-way and easements.

EXCEPT, all that part of subject real estate lying North of a line 1076.77 feet north of the South line of the Southwest Quarter of Section 13, Township 17 North, Range 4 East and West of a line 2052.52 feet East of the West line of said Quarter Section.

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SUPPLEMENTAL DECLARATION OF COVENANTS  
AND RESTRICTIONS OF CHAMPIONS VILLAGE

THIS SUPPLEMENTAL DECLARATION (herein called "this Supplemental Declaration") made this 30th day of December, 1986, by SCM REAL ESTATE DEVELOPMENT CORP., an Indiana corporation (hereinafter referred to as "Developer"),

WITNESSETH:

WHEREAS, Developer and/or those persons executing the consents attached hereto and recorded herewith or subsequently recorded is/are the sole owner(s) in fee simple of all of the lands contained in the area described in Exhibit A, attached hereto and made a part hereof, (the "Real Estate"); and

WHEREAS, Developer is developing the Real Estate and certain surrounding lands within the tract described in the attached Exhibit B, upon which Developer or its assigns may, but is not obligated to, construct residential facilities, which shall be known as "Champions Village Subdivision" ("Champions Village" or the "Development") and which shall be platted by Developer in sections from time to time; and

WHEREAS, the Real Estate has been platted by Developer as Section I of Champions Village, recorded as Instrument No. 86-31875 in the Office of the Recorder of Marion County, Indiana along with the Declaration of Covenants and Restrictions which run with the Real Estate which was recorded as Instrument No. 86-31876 in the Office of the Recorder of Marion County, Indiana with Surveyor's Certificate of Correction of Section I, recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 86-101964 and the plat of Section II of Champions Village recorded as Instrument No. 86-117422 in the Office of the Recorder of Marion County, Indiana along with the Declaration of Covenants and Restrictions recorded as Instrument No. 86-117423 in the Office of the Recorder of Marion County, Indiana (together with similar Declarations to be recorded with additional Sections in Champions Village, the "Plat Declarations") and such Plat Declarations contemplated the execution and recording of this Supplemental Declaration; and

WHEREAS, Developer desires to subject the Development (including the Real Estate) to certain covenants and restrictions in addition to those set forth in the Plat Declarations (the "Restrictions") in order to further insure that the development and use of the various lots in the Development are harmonious and do not adversely affect the value of surrounding Lots on the Development; and

WHEREAS, Developer desires to provide for maintenance of the Common Areas and improvements located or to be located in Champions Village, which are of common benefit to the Owners of the various Lots within said subdivision, and to that end desires to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the operation of Champions Village.

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development as they become platted from time to time are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part of parts thereof subject to such Restrictions, and shall inure to the benefit of Developer's successors in title to the Development, or any part thereof. Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by Developer of a particular lot within the Development as described in Exhibit B, to exclude any real estate as shown from the Development, or to include additional real estate.

1. DEFINITIONS.

The following are the definitions of the terms as they are used in this Declaration.

(1) "Assessment" means the share of the Common Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of paragraph 7 herein.

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(i) "Assessment" means the share of the Common Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of paragraph 7 herein.

(ii) "Association" shall mean "Village Woods Homeowners Association, Inc.", its successors and assigns and shall be created as an Indiana not-for-profit corporation and its membership shall consist of lot owners who pay mandatory assessments for liability insurance, fertilizing and weed control, snow removal and trash removal (as provided for herein when applicable) and Common Area facilities' operation and maintenance and such other services as may be desired for the common benefit of all Owners.

(iii) "Common Area" shall mean those areas set aside for conveyance to the Association, as shown on the plat.

(iv) "Common Expense" means the actual and estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of Common Property, snow removal and trash removal (to the extent, if any, provided by the association) real estate taxes or personal property taxes assessed against any Common Property, and any other cost or expense incurred by the Association for the benefit of the Common Property, and shall also include the costs of insurance as required herein. Common Expenses shall not include any costs or expenses incurred in connection with the initial installation or completion of the streets, utility lines and mains, drainage system, street lights, or other improvements constructed by Developer.

(v) "Common Property" means all real and personal property which is in the nature of common or public improvements or areas, and which is located in, upon, or under the Common Areas, easements, or streets within Village Woods. Without limiting the generality thereof, Common Property shall include, to the extent not publicly dedicated, all streets, curbs, water mains, fire hydrants, the drainage system, the sewage system, street lights and street signs, public sidewalks, lakes, retention ponds, parks, and open spaces.

(vi) "Declarations" means this First Amended and Restated Supplemental Declaration and the Plat Declarations, collectively.

(vii) "Developer" or "Declarant" means SCM Real Estate Development Corp., an Indiana corporation or any other person, firm, corporation or partnership which succeeds to the interest of SCM Real Estate Development Corp. as developer of Village Woods.

(viii) "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Marion County, Indiana.

(ix) "Mortgagee" shall mean any holder, insurer or guarantor of any first mortgage on any Lot.

(x) "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation; provided, however, that the Declarant shall be deemed for all purposes hereof to be the Owner of Lots during the period of initial construction of a residence thereon and the period prior to the initial sale thereof during which the residence is not being used for residential purposes.

## 2. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

A. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Additionally, the Association, and/or members therein, may be members in any one or more umbrella or joint homeowner's associations, if any, composed of associations and/or members from surrounding areas.

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B. Classes of Membership. The Association shall have one class of voting membership which shall be comprised of all Owners who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no such event shall more than one vote be cast with respect to any Lot.

C. Board of Directors. The Members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association. The Initial Board of Directors shall be appointed by Developer and shall manage the affairs of the Association until Developer transfers control of the Association to the Owners as required herein.

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

E. Responsibility of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place, and stead of, the Individual Owners in all matters pertaining to the maintenance, repair, and replacement of the Common Areas, the determination of Common Expenses, the collection of annual and special Assessments, and the granting of any approvals whenever and to the extent called for by the Declarations for the common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in the Declarations. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of the Declarations or for any failure to take any action called for by the Declarations, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct. The Association shall procure and maintain casualty insurance for the Common Areas, liability insurance (including directors' and officers' insurance) and such other insurance as it deems necessary or advisable. The Association may contract for such services as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable. In the event the Association enters into contracts for snow removal while Declarant controls the Association, the Association shall indemnify and hold Declarant harmless from all liability and obligations with respect thereto.

F. Transfer of Control of Association. Developer must transfer control of the Association to the Owners no later than the earlier of (a) four (4) months after three-fourths (3/4) of the Lots in Village Woods have been conveyed to Owners or (b) five (5) years after the first Lot is conveyed to an Owner in Village Woods.

G. Mortgagees' Rights. The Mortgagees, individually and collectively, have the right, but not the obligation, to pay any taxes or other charges or assessments which are or may become a lien against the Common Area, in the event the same are not paid by the Association when due. The Mortgagees also have the right, but not the obligation, to pay any overdue premiums on hazard insurance policies required to be maintained by the Association, or to secure new hazard insurance coverage in the event of a lapse of any such policies. Any Mortgagee or Mortgagees making any payment pursuant to this paragraph shall be entitled to reimbursement from the Association promptly upon written demand therefor to the Association.

H. Umbrella Association. The Developer contemplates that declarations of covenants, conditions and restrictions will be imposed upon the real estate in the Development in conjunction with the formation of the The Villages Umbrella Homeowners Association, Inc. (or under a similar name), formed, or to be formed as an Illinois not-for-profit corporation with its membership to consist of the Owners of Lots in the Development as well as similarly situated owners of lots on land adjacent to or near the Development, the purpose of which is to provide for the maintenance and control of landscaping and drainage systems common to, integrated with and benefiting the Development and developments located on such land adjacent to or near the Development.

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The covenants, conditions and restrictions and the covenant for and lien of assessments associated with such association are and shall be in addition to the Restrictions and covenant for and lien of assessments set forth herein. The Association may enter into such agreements concerning the centralized collection of assessments by the Association or such other associations as the Board of Directors may deem advisable to avoid duplicity in costs, expense and effort in such collections.

I. Snow Removal. The cost of snow removal in excess of amounts budgeted therefor shall be paid by the Owners on a pro-rata share basis by a Special Assessment. In the event the Association enters into contracts for snow removal while Declarant controls the Association, the Association shall indemnify and hold Declarant harmless from all liability and obligations with respect thereto.

7. Trash Removal. In order to preserve the value of Lots in the Development and to promote the health and safety of the Owners, the Association shall designate a trash collection day and/or designate a trash collection service to be used by the Owners. Cost of such trash collection service shall be borne by the Individual Owners in the Development, but after Declarant turns over control of the Association the Owners may agree to a master contract for such service by the Association with the cost thereof to be paid for through regular assessments.

### 3. INSURANCE.

A. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury occurring on or in connection with any and all of the Common Property, in an amount not less than Three Million Dollars (\$3,000,000.00) per occurrence for personal injury and One Million Dollars (\$1,000,000.00) per occurrence for property damage.

B. The Association shall also maintain in force adequate fire and extended coverage insurance for all Common Property for the benefit of all Owners and Mortgagees in Village Woods, insuring against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value of such Common Property, and shall contain the following endorsements, if and to the extent obtainable at a reasonable cost in the State of Indiana: (i) replacement cost; (ii) inflation guard; (iii) demolition cost, contingent liability, and increased construction cost in connection with building code requirements; and (iv) steam boiler coverage (if applicable). The insurer's minimum liability per accident under boiler and machinery coverage must equal the insurable value of the building housing such boiler or machinery or Two Million Dollars (\$2,000,000.00), whichever is less. In the event that all or any part of the Common Property is determined to be in a flood hazard area, the Association shall also obtain a master policy of flood insurance on all structures and improvements on any Lot and all Common Property within such flood hazard zone, in an amount at least equal to the lesser of one hundred percent (100%) of the current replacement cost of all insurable property within the flood hazard area, or the maximum coverage available for such property under the National Flood Insurance Program. The amounts of coverages under the foregoing master policies shall be increased from time to time to cover all additions to Village Woods. Deductibles may not exceed the lower of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the applicable amount of coverage. Funds for such deductibles must be included in the Association's reserves and be so designated.

C. The Association also shall obtain comprehensive public liability insurance together with Workmen's Compensation Insurance, employers liability insurance, and such other liability insurance, with such coverages and limits, as the Board of Directors deems appropriate. All such policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board of Directors, the Developer, any Managing Agent, their respective employees and agents, or the Owners, and shall further contain a clause whereby the insurer waives any defenses based on acts of individual Owners whose interests are insured thereunder, and shall cover claims of one or more insured parties against other insured parties. All such policies shall name the Association, for the use and benefit of the Owners, as the insured; shall provide that the coverage thereunder is primary even if an Owner has other insurance covering the same loss; shall show the Association or insurance trustee, in trust for each Owner and Mortgagee, as the party to which proceeds

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shall be payable; shall contain a standard mortgage clause and name FHLMC and all Mortgagees as mortgagee; and shall prohibit any cancellation or substantial modification to coverage without at least ten (10) days' prior written notice to the Association and to the Mortgagees. Such insurance shall inure to the benefit of each of each individual Owner, the Association, the Board of Directors, and any managing agent or company acting on behalf of the Association. The individual Owners, as well as any lessees of any Owners, shall have the right to recover losses insured for their benefit.

D. The Association shall obtain a fidelity bond indemnifying the Association, the Board of Directors, and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee or officer of the Association or of any other person handling the funds of the Association or the Owners. The coverage must equal the maximum amount of funds in the Association's custody at any one time but must be no less than the sum of three (3) months of assessments on the entire project plus reserves.

E. All policies of insurance maintained by the Association pursuant to this section shall provide such coverages and be in such amounts as may be required from time to time by FNMA, FHLMC, FHA or VA. All policies shall contain a clause whereby the insurer agrees to provide written notice to the Association, to FHLMC, and to any other lending institution or agency requesting or requiring the same, prior to any cancellation or material modification thereof. The Association shall notify all Mortgagees of which it has notice of any lapse, cancellation, or material modification of any insurance policy.

F. The Association shall also carry any additional coverage commonly required by private mortgage investors for developments similar in construction, location, and use, including the following where applicable and available:

- (i) contingent liability from operation of building laws;
- (ii) comprehensive automobile liability;
- (iii) bailee's liability;
- (iv) elevator collision liability;
- (v) garage keeper's liability;
- (vi) host liquor liability;
- (vii) workers' compensation and employer's liability; and
- (viii) contractual liability.

G. A professional management firm must provide insurance to the same extent as the Association would be required to provide if it were managing its own operation and must submit evidence of such coverage to the Association.

H. Each Owner shall be solely responsible for loss of or damage to the improvements and his personal property located on his Lot, however caused. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk.

I. Insurance policies required to be carried by the Association by this paragraph shall be subject to the following additional requirements:

- (i) (a) the insurer has a current Best's Insurance Reports rating of A/V or better; (b) the insurer must be reinsured by a company rated B/VI or better by Best's Insurance Reports. In this case, both the insurer and reinsurer must execute an Assumption of Liability Agreement or a similar endorsement providing for one hundred percent (100%) reinsurance of the issuer's policy and requiring the reinsurer to give the borrower, mortgagees, and the insurer at least ninety (90) days' written notice before canceling or otherwise terminating the reinsurance (this agreement must be attached to the insurance policy); or (c) coverage must be underwritten by Lloyd's of London or by a Fair Access to Insurance Requirements (FAIR) or beach and windstorm plan.

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(ii) Each insurer and any reinsurer shall be specifically licensed or authorized by law to transact business within the State of Indiana.

(iii) Policy contracts shall provide that no assessments may be made against the Federal Home Loan Mortgage Association (or its designee) and that any other assessments may not become a lien on the Development superior to the first mortgage.

(iv) All policies of hazard insurance shall contain or have attached the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the Development is located. The mortgagee clause must provide that the insurance carrier will notify the first mortgagee (or trustee) named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

#### 4. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within Village Woods, as the same may be platted from time to time, and promoting the health, safety, and welfare of the Owners, users, and occupants of the same and, in particular, for the improvement, fencing, repairing, operating, and maintenance of the Common Area, including, but not limited to, the payment of taxes and insurance thereon, for the cost of labor, equipment, material, and management furnished with respect to the Common Area, and any and all other Common Expenses. Each Owner hereby covenants and agrees to pay to the Association:

(i) A Pro-rata Share (as hereinafter defined) of the annual Assessments fixed, established, and determined from time to time as hereinafter provided.

(ii) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

B. Pro-rata Share. The pro-rata share of each Owner for purposes of this paragraph shall be the percentage obtained by dividing one by the total number of Lots shown on the plat or plats of Village Woods, as the same may be recorded from time to time.

C. Liability for Assessments. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot and shall constitute a lien upon each Lot from and after the due date thereof in favor of the Association. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. The lien for any Assessment shall for all purposes be subordinate to the lien of any Mortgagee whose mortgage was recorded prior to the date such Assessment first became due and payable. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

D. Basis of Annual Assessments. The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all anticipated Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves for periodic repair and replacement of the Common Area. A copy of this budget shall be delivered to each Owner within thirty (30) days prior to the beginning of each fiscal year of the Association.

E. Basis of Special Assessments. Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied for such year may be insufficient to pay the Common Expenses for such year, the Board of Directors shall call a special meeting of the Association to consider

imposing such special Assessments as may be necessary for meeting the Common Expenses for such year. A special Assessment shall be imposed only with the approval of two-thirds (2/3) of the Owners, and shall be due and payable on the date(s) determined by such Owners, or if not so determined, then as may be determined by the Board of Directors.

F. Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be the calendar year and may be changed from time to time by action of the Association. The annual Assessments on each Lot in Village Woods shall commence on the first day of the first month following the month in which Declarant first conveys ownership of any Lot in such section to an Owner; provided, that if any Lot is first occupied for residential purposes prior to being conveyed by Declarant, full Assessments shall be payable with respect to such Lot commencing on the first day of the first month following the date of such occupancy. However, the Declarant shall be liable for and shall make up any deficit in the budget for the Common Expenses for any year in which Declarant controls the Association subject to its right to be reimbursed therefor as provided herein. The first annual Assessment within each section shall be made for the balance of the fiscal year of the Association in which such Assessment is made and with respect to particular Lots shall become due and payable on the date of initial transfer of title to a Lot to the Owner thereof. The annual Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Board of Directors may from time to time by resolution authorize the payment of such Assessments in monthly, quarterly, or semi-annual installments.

G. Duties of the Association.

(i) The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept in the office of the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Association shall cause audited financial statements to be prepared, at least annually for each fiscal year of the Association, and shall furnish copies of the same to any Owner or Mortgagee upon request. The Board of Directors of the Association shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed to the Owners or their designated representatives. Notices of the amounts of the annual Assessments and the amounts of the installments thereof shall be sent annually within thirty (30) days following the determination thereof. Notices of the amounts of special Assessments shall be sent as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice.

(ii) The Association shall promptly furnish upon request to any Owner, prospective purchaser, title insurance company, or Mortgagee a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to any Lot in which the requesting party has a legitimate interest. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(iii) The Association shall notify any Mortgagee from which it has received a request for notice: (a) of any default in the performance of any obligation under this Declaration by any Owner which is not cured within sixty (60) days; (b) of any condemnation or casualty loss that affects either a material portion of Village Woods or the Lot securing its mortgage; (c) of any lapse, cancellation, or material modification of any insurance policy or fidelity bond required to be maintained by the Association; and (d) and proposed action which requires the consent of the Mortgagees or a specified percentage thereof, as set forth in the Declarations.

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H. Non-payment of Assessments; Remedies of Association.

(i) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

(ii) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at a rate of eighteen percent (18%) per annum and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys' fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

I. Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year, except that so long as the Declarant controls the Association, Declarant shall be responsible for such deficit; provided, however that Declarant shall be reimbursed by the Association for such deficits, together with interest at 8% per annum until so reimbursed, from available surpluses in later years or through a special assessment at the time of transfer of control of the Association to Owners. Thereafter, such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special Assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common Expenses for that fiscal year, a Pro-rata Share of such excess shall be a lien against the Assessment(s) due from each Owner for the next fiscal year(s); provided, that Declarant shall first be reimbursed for deficits previously paid as required above before such excess shall be so credited to Owners.

J. Initial Assessments. During the first year following the date of recordation of the Declaration for Section I of Village Woods, the total Assessments per Lot per year shall not exceed One Hundred (\$100.00). In each year thereafter, the total Assessments per Lot per year shall not be increased by more than the twelve percent (12%) over the prior year, until such time as the Declarant relinquishes control of the Association. In no event shall the annual Assessments exceed One Hundred (\$100.00) per year per Lot without the approval of a majority of the Owners; provided, however, that said maximum amount may be increased by no more than five percent (5%) per year by the Board of Directors without such consent.

K. Notice and Quorum for Any Action to Increase Assessments. Written notice of any meeting called for the purpose of increasing the regular or special Assessments of the Association shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Nothing contained in this paragraph shall be construed to limit the ability of the Developer or the Board of Directors to increase Assessments up to the amounts permitted by paragraph 3(J) hereof.

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L. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments hereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

5. EXPANSION OF SUBDIVISION.

A. Method and Scope of Expansion. Developer, at its option, and from time to time, may expand Village Woods to include all or any parts of the tract described in the attached Exhibit B, by the addition of further sections consisting of one (1) or more Lots and any Common Property which in the discretion of Developer is appropriate for addition with such sections. Such further sections, if added, shall be added by the recordation of a plat of such section, consistent in detail and layout with the plats of sections previously recorded, and by the recordation of a declaration imposing upon such section covenants substantially similar in form and substance to the Declarations, either by incorporating the provisions hereof by reference or otherwise. Developer hereby covenants that the total number of Lots in Village Woods shall not exceed Sixty-five (65), and that no real estate shall be added thereto which is not within that described in Exhibit B.

B. Time for Expansion. No additional sections shall be added after the date which is seven (7) years after the date on which the plat for Village Woods - Section I was recorded.

C. Future Improvements. The streets, sewage system, drainage system, and utility lines and mains within each section shall be substantially constructed or installed prior to recordation of the plat and declaration for such section. All buildings, streets, and other improvements in all additional sections shall be consistent in quality of construction with the section(s) already in Village Woods as of the date of this Supplemental Declaration.

6. REMEDIES.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, Association and any Owner within Village Woods, may proceed at law or in equity to prevent the occurrence of continuation of any violation of these Restrictions, but neither Developer nor Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Government Enforcement. The Metropolitan Development Commission of Marion County, Indiana, its successors and assigns, shall have no right, power, or authority, to enforce any covenants, commitments, restrictions, or other limitations contained herein other than those covenants, commitments, restrictions, or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance 58-AO-3, as amended, or any conditions attached to approval of the plats of Village Woods by the Plat Committee.

C. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

7. EFFECT OF BECOMING AN OWNER. The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of the such contract, the Owner acknowledges the rights and powers of Developer with respect to these Restrictions, and also, for themselves, their heirs, personal

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representatives, successors and assigns, such Owners covenant and agree and consent to and with Developer and to and with the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

8. TITLES. The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

9. DURATION AND AMENDMENT. This First Amended and Restated Supplemental Declaration shall be effective for an initial term of twenty (20) years and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless as of the end of any term both the Owners of ninety percent (90%) of the Lots and the Mortgagees of at least ninety percent (90%) of the Lots vote to terminate this First Amended and Restated Supplemental Declaration, in which case this First Amended and Restated Supplemental Declaration shall terminate as of the end of the term during which such vote was taken. Notwithstanding the preceding sentence, all easements created or reserved by this First Amended and Restated Supplemental Declaration shall be perpetual unless otherwise expressly indicated herein.

A. The Association shall have the right to amend this First Amended and Restated Supplemental Declaration at any time, and from time to time, upon the recommendation of an amendment to this Association by its Board of Directors, and the subsequent approval of such amendment by both the Owners of at least seventy-five percent (75%) of the Lots and ninety percent (90%) of the Mortgagees; provided, however, that any such amendment of this Declaration shall require prior written approval of the Developer so long as Developer owns any Lots within Village Woods. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Developer when their approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the office of the Recorder of Marion County.

B. Developer hereby reserves the right to make such amendments to this First Amended and Restated Supplemental Declaration as may be deemed necessary or appropriate by Developer without the approval of any other person or entity, in order to bring these Restrictions or Village Woods into compliance with the requirements of any public agency having jurisdiction thereof or of any agency guaranteeing, insuring, or approving mortgages, so long as Developer owns any Lots within Village Woods; provided that Developer shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of these Restrictions to any Owner or substantially increases the obligations imposed by these Restrictions on any Owner.

C. Subject to the other requirements of this paragraph 18, unless at least two-thirds (2/3) of the Mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Developer) of the Lots have given their prior written approval, the Association shall not be entitled to:

(i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Property (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Property by the Association shall not be deemed a transfer within the meaning of this clause);

(ii) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(iii) by act or omission change, waiver or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of the residences, the exterior maintenance of the residences, the maintenance of the Common Property, or the upkeep of lawns and plantings in the Development;

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Part of the Southeast Quarter and a part of the Southwest Quarter of Section 13, Township 17 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Southwest Quarter; thence South 89 degrees 23 minutes 25 seconds West along the South line of said Southwest Quarter 654.50 feet to the Southward prolongation of an existing North-South fence line running near the West line of the East Half of the East Half of said Southwest Quarter; thence North 00 degrees 01 minutes 30 seconds East along said North-South fence line 964.60 feet to the Point of Beginning; thence continuing North 00 degrees 01 minutes 30 seconds East along said North-South fence line 112.24 feet to a point being 1076.77 feet North of the South line of said Southwest Quarter Section as measured perpendicular to said South line; thence North 89 degrees 23 minutes 25 seconds East parallel with said South line a distance of 8.99 feet to a point that is 2052.52 feet East of the West line of said Southwest Quarter Section; thence North 00 degrees 25 minutes 32 seconds East parallel with the West line of said Southwest Quarter Section, a distance of 280.05 feet to a point on the North line extended of Champions Village Section 1, the plat of which is recorded as Instrument No. 86-31875 in the Office of the Recorder of said county, also being a point on the South line line extended of Cape Cod Village Section I the plat of which is recorded as Instrument No. 86-82487 in said Office of the Recorder; thence North 90 degrees 00 minutes 00 seconds East along said North line extended of Champions Village Section I, and along said South line and said South line extended a distance of 629.43 feet to the Northwest corner of Common Area Lake #3 of said Champions Village Section I; thence on the following five (5) courses along the Westerly line of said Champions Village Section I: 1) South 29 degrees 48 minutes 12 seconds East 142.71 feet; 2) South 21 degrees 06 minutes 09 seconds East 55.00 feet; 3) South 12 degrees 57 minutes 02 seconds East 84.58 feet; 4) South 49 degrees 58 minutes 26 seconds East 42.85 feet; 5) South 28 degrees 26 minutes 42 seconds West 121.96 feet; thence North 90 degrees 00 minutes 00 seconds West 724.95 feet to the Point of Beginning.

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ALSO:

Part of the Southeast Quarter and the Southwest Quarter of Section 13, Township 17 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of said Southwest Quarter of Section 13, thence South 89 degrees 23 minutes 25 seconds West along the South line of said Quarter Section 654.50 feet to the Southward prolongation of an existing North-South fence line, running near the West line of the East Half of the East Half of said Southwest Quarter Section; thence North 00 degrees 01 minute 30 seconds East along said North-South fence line 964.60 feet; thence North 90 degrees 00 minutes 00 seconds East 724.95 feet; thence North 28 degrees 26 minutes 42 seconds East 121.96 feet; thence North 49 degrees 58 minutes 26 seconds West 42.85 feet; thence North 12 degrees 57 minutes 02 seconds West 84.58 feet; thence North 21 degrees 06 minutes 09 seconds West 55.00 feet; thence North 29 degrees 48 minutes 12 seconds West 142.71 feet; thence North 90 degrees 00 minutes 00 seconds East 535.59 feet; thence South 00 degrees 00 minutes 00 seconds East 110.49 feet to the point of curvature of a curve concave Westward having a central angle of 28 degrees 48 minutes 15 seconds and a radius of 256.00 feet; thence Southerly and Southwesterly along said curve an arc distance of 128.70 feet (said arc being subtended by a chord bearing South 14 degrees 24 minutes 07 seconds West and having a length of 127.35 feet); thence South 28 degrees 48 minutes 15 seconds West 219.15 feet to the point of curvature of a curve concave Easterly having a central angle of 40 degrees 08 minutes 52 seconds and a radius of 544.00 feet; thence Southerly along said curve an arc distance of 381.19 feet (said arc being subtended by a chord bearing South 08 degrees 43 minutes 49 seconds West and having a length of 373.44 feet); thence South 11 degrees 20 minutes 37 seconds East 146.34 feet to the point of curvature of a curve concave Westward having a central angle of 31 degrees 32 minutes 36 seconds and a radius of 177.00 feet; thence Southerly along said curve an arc distance of 97.44 feet (said arc being subtended by a chord bearing South 04 degrees 25 minutes 41 seconds West and having a length of 96.22 feet); thence South 20 degrees 11 minutes 59 seconds West 105.16 feet to the point of curvature of a curve concave Easterly having a central angle of 20 degrees 48 minutes 56 seconds and a radius of 223.00 feet; thence Southerly along said curve an arc distance of 81.02 feet (said arc being subtended by a chord bearing South 09 degrees 47 minutes 31 seconds West and having a length of 80.57 feet); thence South 00 degrees 36 minutes 57 seconds East 134.30 feet to the South line of said Southeast Quarter Section; thence South 89 degrees 23 minutes 03 seconds West along said South line 300.95 feet to the Southwest corner of said Quarter Section and the point of beginning.



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Part of the Southeast Quarter and a part of the Southwest Quarter of Section 13, Township 17 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Southwest Quarter; thence South 89 degrees 23 minutes 25 seconds West along the South line of said Southwest Quarter 654.50 feet to the Southward prolongation of an existing North-South fence line running near the West line of the East Half of the East Half of said Southwest Quarter; thence North 00 degrees 01 minutes 30 seconds East along said North-South fence line 964.60 feet to the Point of Beginning; thence continuing North 00 degrees 01 minutes 30 seconds East along said North-South fence line 112.24 feet to a point being 1076.77 feet North of the South line of said Southwest Quarter Section as measured perpendicular to said South line; thence North 09 degrees 23 minutes 25 seconds East parallel with said South line a distance of 8.99 feet to a point that is 2052.52 feet East of the West line of said Southwest Quarter Section; thence North 00 degrees 25 minutes 32 seconds East parallel with the West line of said Southwest Quarter Section, a distance of 280.05 feet to a point on the North line extended of Champions Village Section 1, the plat of which is recorded as Instrument No. 86-31875 in the Office of the Recorder of said county, also being a point on the South line line extended of Cape Cod Village Section I the plat of which is recorded as Instrument No. 86-82487 in said Office of the Recorder, thence North 90 degrees 00 minutes 00 seconds East along said North line extended of Champions Village Section I, and along said South line and said South line extended a distance of 629.43 feet to the Northwest corner of Common Area Lake #3 of said Champions Village Section I; thence on the following five (5) courses along the Westerly line of said Champions Village Section I: 1) South 29 degrees 48 minutes 12 seconds East 142.71 feet; 2) South 21 degrees 06 minutes 09 seconds East 55.00 feet; 3) South 12 degrees 57 minutes 02 seconds East 84.58 feet; 4) South 49 degrees 58 minutes 26 seconds East 42.85 feet; 5) South 28 degrees 26 minutes 42 seconds West 121.96 feet; thence North 90 degrees 00 minutes 00 seconds West 724.95 feet to the Point of Beginning.

ALSO:

Part of the Southeast Quarter and the Southwest Quarter of Section 13, Township 17 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of said Southwest Quarter of Section 13, thence South 89 degrees 23 minutes 25 seconds West along the South line of said Quarter Section 654.50 feet to the Southward prolongation of an existing North-South fence line, running near the West line of the East Half of the East Half of said Southwest Quarter Section; thence North 00 degrees 01 minute 30 seconds East along said North-South fence line 964.60 feet; thence North 90 degrees 00 minutes 00 seconds East 724.95 feet; thence North 28 degrees 26 minutes 42 seconds East 121.96 feet; thence North 49 degrees 58 minutes 26 seconds West 42.85 feet; thence North 12 degrees 57 minutes 02 seconds West 84.58 feet; thence North 21 degrees 06 minutes 09 seconds West 55.00 feet; thence North 29 degrees 48 minutes 12 seconds West 142.71 feet; thence North 90 degrees 00 minutes 00 seconds East 535.59 feet; thence South 00 degrees 00 minutes 00 seconds East 110.49 feet to the point of curvature of a curve concave Westerly having a central angle of 28 degrees 48 minutes 15 seconds and a radius of 256.00 feet; thence Southerly and Southwesterly along said curve an arc distance of 128.70 feet (said arc being subtended by a chord bearing South 14 degrees 24 minutes 07 seconds West and having a length of 127.35 feet); thence South 28 degrees 48 minutes 15 seconds West 219.15 feet to the point of curvature of a curve concave Easterly having a central angle of 40 degrees 08 minutes 52 seconds and a radius of 544.00 feet; thence Southerly along said curve an arc distance of 381.19 feet (said arc being subtended by a chord bearing South 08 degrees 43 minutes 49 seconds West and having a length of 373.44 feet); thence South 11 degrees 20 minutes 37 seconds East 146.34 feet to the point of curvature of a curve concave Westerly having a central angle of 31 degrees 32 minutes 36 seconds and a radius of 177.00 feet; thence Southerly along said curve an arc distance of 97.44 feet (said arc being subtended by a chord bearing South 04 degrees 25 minutes 41 seconds West and having a length of 96.22 feet); thence South 20 degrees 11 minutes 59 seconds West 105.16 feet to the point of curvature of a curve concave Easterly having a central angle of 20 degrees 48 minutes 56 seconds and a radius of 223.00 feet; thence Southerly along said curve an arc distance of 81.02 feet (said arc being subtended by a chord bearing South 09 degrees 47 minutes 31 seconds West and having a length of 80.57 feet); thence South 00 degrees 36 minutes 57 seconds East 134.30 feet to the South line of said Southeast Quarter Section; thence South 89 degrees 23 minutes 03 seconds West along said South line 300.95 feet to the Southwest corner of said Quarter Section and the point of beginning.

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CROSS REFERENCE

FIRST AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS OF CHAMPIONS VILLAGE

THIS FIRST AMENDED AND RESTATED SUPPLEMENTAL DECLARATION (herein called "this Supplemental Declaration") made this 11th day of April, 1988, by SCM REAL ESTATE DEVELOPMENT CORP., an Indiana corporation (hereinafter referred to as "Developer"),

WITNESSETH:

WHEREAS, Developer is developing the real estate within the tract described in the attached Exhibit A, upon which Developer or its assigns may, but is not obligated to, construct residential facilities, which shall be known as "Champions Village Subdivision" ("Champions Village", the "Real Estate" or the "Development") and which shall be platted by Developer in sections from time to time; and

WHEREAS, the Development has been platted by Developer as Champions Village subdivision in various sections from time to time, recorded as Instrument No. 86-31875 in the Office of the Recorder of Marion County, Indiana along with the Declaration of Covenants and Restrictions which run with the Real Estate which was recorded as Instrument No. 86-31878 in the Office of the Recorder of Marion County, Indiana with Surveyor's Certificate of Correction of Section I, recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 86-101354 and the plat of Section II of Champions Village recorded as Instrument No. 86-117422 in the Office of the Recorder of Marion County, Indiana along with the Declaration of Covenants and Restrictions recorded as Instrument No. 86-117423 in the Office of the Recorder of Marion County, Indiana (together with similar Declarations to be recorded with additional Sections in Champions Village, the "Plat Declarations") and such Plat Declarations contemplated the execution and recording of a Supplemental Declaration which was recorded on March 3, 1987 as Instrument No. 86-22807; and

WHEREAS, Developer desires to subject the Development (including the Real Estate) to certain covenants and restrictions in addition to those set forth in the Plat Declarations (the "Restrictions") in order to further insure that the development and use of the various lots in the Development are harmonious and do not adversely affect the value of surrounding Lots on the Development; and

WHEREAS, Developer desires to provide for maintenance of the Common Areas and improvements located or to be located in Champions Village, which are of common benefit to the Owners of the various Lots within said subdivision, and to that end desires to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the operation of Champions Village;

WHEREAS, the Supplemental Declaration of Covenants and Restrictions of Champions Village recorded as Instrument No. 87-22807 in the Office of the Recorder of Marion County, Indiana contained unintended and improper references to Village Woods to a clerical error which resulted in the first pages of Instrument Nos. 87-22809 and 87-22807 being inadvertently switched. The purpose of this First Amended and Restated Supplemental Declaration is to clarify that all references to "Village Woods" should not have been made and all references to "Village Woods" shall be and are hereby deemed to be "Champions Village" and to correct other errors that resulted from such unintended switch of pages. Accordingly, this Second Amended and Restated Supplemental Declaration amends, supersedes, and replaces in its entirety the Supplemental Declaration of Covenants and Restrictions of Champions Village.

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development as they become platted from time to time are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part of parts thereof subject to such Restrictions, and shall inure to the benefit of Developer's successors in title to the Development, or any part thereof. Developer specifically reserves unto itself

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RECORDER

APPROVED  
DAY OF APRIL 11 1988  
LAWRENCE TOWNSHIP ASSESSOR  
*John K. Kasper*

FILED  
APR 11 1988  
LAWRENCE TOWNSHIP ASSESSOR

APPROVED  
DMD-DDS BY *[Signature]*  
APR 11 1988

the right and privilege, prior to the recording of the plat by Developer of a particular lot or tract within the Development to exclude any real estate as shown from the Development, or to include additional real estate.

1. DEFINITIONS.

The following are the definitions of the terms as they are used in this Declaration.

(i) "Assessment" means the share of the Common Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of paragraph 7 herein.

(ii) "Association" shall mean "Champions Village Homeowners Association, Inc.", its successors and assigns and shall be created as an Indiana not-for-profit corporation and its membership shall consist of lot owners who pay mandatory assessments for liability insurance, fertilizing and weed control, snow removal and trash removal (as provided for herein when applicable) and Common Area facilities' operation and maintenance and such other services as may be desired for the common benefit of all Owners.

(iii) "Common Area" shall mean those areas set aside for conveyance to the Association, as shown on the plat.

(iv) "Common Expense" means the actual and estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of Common Property, snow removal and trash removal (to the extent, if any, provided by the Association) real estate taxes or personal property taxes assessed against any Common Property, and any other cost or expense incurred by the Association for the benefit of the Common Property, and shall also include the costs of insurance as required herein. Common Expenses shall not include any costs or expenses incurred in connection with the initial installation or completion of the streets, utility lines and mains, drainage system, street lights, or other improvements constructed by Developer.

(v) "Common Property" means all real and personal property which is in the nature of common or public improvements or areas, and which is located in, upon, or under the Common Areas, easements, or streets within Champions Village. Without limiting the generality thereof, Common Property shall include, to the extent not publicly dedicated, all streets, curbs, water mains, fire hydrants, the drainage system, the sewage system, street lights and street signs, public sidewalks, lakes, retention ponds, parks, and open spaces.

(vi) "Declarations" means this First Amended and Restated Supplemental Declaration and the Plat Declarations, collectively.

(vii) "Developer" or "Declarant" means SCM Real Estate Development Corp., an Indiana corporation or any other person, firm, corporation or partnership which succeeds to the interest of SCM Real Estate Development Corp. as developer of Champions Village.

(viii) "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Marion County, Indiana.

(ix) "Mortgagee" shall mean any holder, insurer or guarantor of any first mortgage on any Lot.

(x) "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation; provided, however, that the Declarant shall be deemed for all purposes hereof to be the Owner of Lots during the period of initial construction of a residence thereon and the period prior to the initial sale thereof during which the residence is not being used for residential purposes.

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2. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

A. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Additionally, the Association, and/or members therein, may be members in any one or more umbrella or joint homeowner's associations, if any, composed of associations and/or members from surrounding areas.

B. Classes of Membership. The Association shall have one class of voting membership which shall be comprised of all Owners who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no such event shall more than one vote be cast with respect to any Lot.

C. Board of Directors. The Members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association. The initial Board of Directors shall be appointed by Developer and shall manage the affairs of the Association until Developer transfers control of the Association to the Owners as required herein.

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

E. Responsibilities of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place, and stead of, the individual Owners in all matters pertaining to the maintenance, repair, and replacement of the Common Areas, the determination of Common Expenses, the collection of annual and special Assessments, and the granting of any approvals whenever and to the extent called for by the Declarations for the common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in the Declarations. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of the Declarations or for any failure to take any action called for by the Declarations, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct. The Association shall procure and maintain casualty insurance for the Common Areas, liability insurance (including directors' and officers' insurance) and such other insurance as it deems necessary or advisable. The Association may contract for such services as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable. In the event the Association enters into contracts for snow removal while Declarant controls the Association, the Association shall indemnify and hold Declarant harmless from all liability and obligations with respect thereto.

F. Transfer of Control of Association. Developer must transfer control of the Association to the Owners no later than the earlier of (a) four (4) months after three-fourths (3/4) of the Lots in Champions Village have been conveyed to Owners or (b) five (5) years after the first Lot is conveyed to an Owner in Champions Village.

G. Mortgagees' Rights. The Mortgagees, individually and collectively, have the right, but not the obligation, to pay any taxes or other charges or assessments which are or may become a lien against the Common Area, in the event the same are not paid by the Association when due. The Mortgagees also have the right, but not the obligation, to pay any overdue premiums on hazard insurance policies required to be maintained by the Association, or to secure new hazard insurance coverage in the event of a lapse of any such policies. Any Mortgagee or Mortgagees making any payment pursuant to this paragraph shall be entitled to reimbursement from the Association promptly upon written demand therefor to the Association.

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H. Umbrella and Joint Associations. The Developer contemplates that declarations of covenants, conditions and restrictions will be imposed upon the real estate in the Development in conjunction with:

(i) the formation of the The Villages Umbrella Homeowners Association, Inc. (or under a similar name), formed, or to be formed as an Indiana not-for-profit corporation with its membership to consist of the Owners of Lots in the Development as well as similarly situated owners of lots on land adjacent to or near the Development, the purpose of which is to provide for the maintenance and control of landscaping and drainage systems common to, integrated with and benefiting the Development and developments located on such land adjacent to or near the Development; and

(ii) the formation of the Champions Village - Cape Cod Homeowners Association, Inc. (or under a similar name), formed, or to be formed, as an Indiana not-for-profit corporation, with its membership to consist of the Owners of Lots in the Development and the owners of lots in the Cape Cod Subdivision to be located immediately north of the Development, the purpose of which is to provide for the common ownership, maintenance, control and use of recreational facilities consisting of a clubhouse and swimming pool for use by the members of such association.

The covenants, conditions and restrictions and the covenant for and lien of assessments associated with such associations are and shall be in addition to the Restrictions and covenant for and lien of assessments set forth herein. The Association may enter into such agreements concerning the centralized collection of assessments by the Association or such other associations as the Board of Directors may deem advisable to avoid duplicity in costs, expense and effort in such collections.

I. Snow Removal. The cost of snow removal in excess of amounts budgeted therefor shall be paid by the Owners on a pro-rata share basis by a Special Assessment. In the event the Association enters into contracts for snow removal while Declarant controls the Association, the Association shall indemnify and hold Declarant harmless from all liability and obligations with respect thereto.

J. Trash Removal. In order to preserve the value of Lots in the Development and to promote the health and safety of the Owners, the Association shall designate a trash collection day and/or designate a trash collection service to be used by the Owners. Cost of such trash collection service shall be borne by the individual Owners in the Development, but after Declarant turns over control of the Association the Owners may agree to a master contract for such service by the Association with the cost thereof to be paid for through regular assessments.

### 3. INSURANCE.

A. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury occurring on or in connection with any and all of the Common Property, in an amount not less than Three Million Dollars (\$3,000,000.00) per occurrence for personal injury and One Million Dollars (\$1,000,000.00) per occurrence for property damage.

B. The Association shall also maintain in force adequate fire and extended coverage insurance for all Common Property for the benefit of all Owners and Mortgagees in Champions Village, insuring against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value of such Common Property, and shall contain the following endorsements, if and to the extent obtainable at a reasonable cost in the State of Indiana: (i) replacement cost; (ii) inflation guard; (iii) demolition cost, contingent liability, and increased construction cost in connection with building code requirements; and (iv) steam boiler coverage (if applicable). The insurer's minimum liability per accident under boiler and machinery coverage must equal the insurable value of the building housing such boiler or machinery or Two Million Dollars (\$2,000,000.00), whichever is less. In the event that all or any part of the Common Property is determined to be in a flood hazard area, the Association shall also obtain a master policy of flood insurance on all structures and improvements on any Lot and all Common Property within such flood hazard zone, in an amount at least equal to the lesser of one

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hundred percent (100%) of the current replacement cost of all insurable property within the flood hazard area, or the maximum coverage available for such property under the National Flood Insurance Program. The amounts of coverages under the foregoing master policies shall be increased from time to time to cover all additions to Champions Village. Deductibles may not exceed the lower of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the applicable amount of coverage. Funds for such deductibles must be included in the Association's reserves and be so designated.

C. The Association also shall obtain comprehensive public liability insurance together with Workmen's Compensation Insurance, employers liability insurance, and such other liability insurance, with such coverages and limits, as the Board of Directors deems appropriate. All such policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board of Directors, the Developer, any Managing Agent, their respective employees and agents, or the Owners, and shall further contain a clause whereby the insurer waives any defenses based on acts of individual Owners whose interests are insured thereunder, and shall cover claims of one or more insured parties against other insured parties. All such policies shall name the Association, for the use and benefit of the Owners, as the insured; shall provide that the coverage thereunder is primary even if an Owner has other insurance covering the same loss; shall show the Association or insurance trustee, in trust for each Owner and Mortgagee, as the party to which proceeds shall be payable; shall contain a standard mortgage clause and name FHLMC and all Mortgagees as mortgagees; and shall prohibit any cancellation or substantial modification to coverage without at least ten (10) days' prior written notice to the Association and to the Mortgagees. Such insurance shall inure to the benefit of each of each individual Owner, the Association, the Board of Directors, and any managing agent or company acting on behalf of the Association. The individual Owners, as well as any lessees of any Owners, shall have the right to recover losses insured for their benefit.

D. The Association shall obtain a fidelity bond indemnifying the Association, the Board of Directors, and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee or officer of the Association or of any other person handling the funds of the Association or the Owners. The coverage must equal the maximum amount of funds in the Association's custody at any one time but must be no less than the sum of three (3) months of assessments on the entire project plus reserves.

E. All policies of insurance maintained by the Association pursuant to this section shall provide such coverages and be in such amounts as may be required from time to time by FNMA, FHLMC, FHA or VA. All policies shall contain a clause whereby the insurer agrees to provide written notice to the Association, to FHLMC, and to any other lending institution or agency requesting or requiring the same, prior to any cancellation or material modification thereof. The Association shall notify all Mortgagees of which it has notice of any lapse, cancellation, or material modification of any insurance policy.

F. The Association shall also carry any additional coverage commonly required by private mortgage investors for developments similar in construction, location, and use, including the following where applicable and available:

- (i) contingent liability from operation of building laws;
- (ii) comprehensive automobile liability;
- (iii) bailee's liability;
- (iv) elevator collision liability;
- (v) garage keeper's liability;
- (vi) host liquor liability;
- (vii) workers' compensation and employer's liability; and
- (viii) contractual liability.

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G. A professional management firm must provide insurance to the same extent as the Association would be required to provide if it were managing its own operation and must submit evidence of such coverage to the Association.

H. Each Owner shall be solely responsible for loss of or damage to the improvements and his personal property located on his Lot, however caused. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk.

I. Insurance policies required to be carried by the Association by this paragraph shall be subject to the following additional requirements:

(i) (a) the insurer has a current Best's Insurance Reports rating of A/V or better; (b) the insurer must be reinsured by a company rated B/VI or better by Best's Insurance Reports. In this case, both the insurer and reinsurer must execute an Assumption of Liability Agreement or a similar endorsement providing for one hundred percent (100%) reinsurance of the issuer's policy and requiring the reinsurer to give the borrower, mortgagees, and the insurer at least ninety (90) days' written notice before cancelling or otherwise terminating the reinsurance (this agreement must be attached to the insurance policy); or (c) coverage must be underwritten by Lloyd's of London or by a Fair Access to Insurance Requirements (FAIR) or beach and windstorm plan.

(ii) Each insurer and any reinsurer shall be specifically licensed or authorized by law to transact business within the State of Indiana.

(iii) Policy contracts shall provide that no assessments may be made against the Federal Home Loan Mortgage Association (or its designee) and that any other assessments may not become a lien on the Development superior to the first mortgage.

(iv) All policies of hazard insurance shall contain or have attached the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the Development is located. The mortgagee clause must provide that the insurance carrier will notify the first mortgagee (or trustee) named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

#### 4. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within Champions Village, as the same may be platted from time to time, and promoting the health, safety, and welfare of the Owners, users, and occupants of the same and, in particular, for the improvement, fencing, repairing, operating, and maintenance of the Common Area, including, but not limited to, the payment of taxes and insurance thereon, for the cost of labor, equipment, material, and management furnished with respect to the Common Area, and any and all other Common Expenses. Each Owner hereby covenants and agrees to pay to the Association:

(i) A Pro-rata Share (as hereinafter defined) of the annual Assessments fixed, established, and determined from time to time as hereinafter provided.

(ii) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

B. Pro-rata Share. The pro-rata share of each Owner for purposes of this paragraph shall be the percentage obtained by dividing one by the total number of Lots shown on the plat or plats of Champions Village, as the same may be recorded from time to time.

C. Liability for Assessments. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot and shall constitute a lien upon each Lot from and after the due date thereof in favor of the Association. Each such Assessment, together with any

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interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Lot at the time when the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. The lien for any Assessment shall for all purposes be subordinate to the lien of any Mortgagee whose mortgage was recorded prior to the date such Assessment first became due and payable. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

**D. Basis of Annual Assessments.** The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all anticipated Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves for periodic repair and replacement of the Common Area. A copy of this budget shall be delivered to each Owner within thirty (30) days prior to the beginning of each fiscal year of the Association.

**E. Basis of Special Assessments.** Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied for such year may be insufficient to pay the Common Expenses for such year, the Board of Directors shall call a special meeting of the Association to consider imposing such special Assessments as may be necessary for meeting the Common Expenses for such year. A special Assessment shall be imposed only with the approval of two-thirds (2/3) of the Owners, and shall be due and payable on the date(s) determined by such Owners, or if not so determined, then as may be determined by the Board of Directors.

**F. Fiscal Year; Date of Commencement of Assessments; Due Dates.** The fiscal year of the Association shall be the calendar year and may be changed from time to time by action of the Association. The annual Assessments on each Lot in Champions Village shall commence on the first day of the first month following the month in which Declarant first conveys ownership of any Lot in such section to an Owner; provided, that if any Lot is first occupied for residential purposes prior to being conveyed by Declarant, full Assessments shall be payable with respect to such Lot commencing on the first day of the first month following the date of such occupancy. However, the Declarant shall be liable for and shall make up any deficit in the budget for the Common Expenses for any year in which Declarant controls the Association subject to its right to be reimbursed therefor as provided herein. The first annual Assessment within each section shall be made for the balance of the fiscal year of the Association in which such Assessment is made and with respect to particular Lots shall become due and payable on the date of initial transfer of title to a Lot to the Owner thereof. The annual Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Board of Directors may from time to time by resolution authorize the payment of such Assessments in monthly, quarterly, or semi-annual installments.

**G. Duties of the Association.**

(1) The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept in the office of the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Association shall cause audited financial statements to be prepared at least annually for each fiscal year of the Association, and shall furnish copies of the same to any Owner or Mortgagee upon request. The Board of Directors of the Association shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed to the Owners or their designated representatives. Notices of the amounts of the annual Assessments and the amounts of the installments thereof shall be sent annually within thirty (30) days following

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the determination thereof. Notices of the amounts of special Assessments shall be sent as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice.

(ii) The Association shall promptly furnish upon request to any Owner, prospective purchaser, title insurance company, or Mortgagee a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to any Lot in which the requesting party has a legitimate interest. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(iii) The Association shall notify any Mortgagee from which it has received a request for notice: (a) of any default in the performance of any obligation under this Declaration by any Owner which is not cured within sixty (60) days; (b) of any condemnation or casualty loss that affects either a material portion of Champions Village or the Lot securing its mortgage; (c) of any lapse, cancellation, or material modification of any insurance policy or fidelity bond required to be maintained by the Association; and (d) and proposed action which requires the consent of the Mortgagees or a specified percentage thereof, as set forth in the Declarations.

#### H. Non-payment of Assessments; Remedies of Association.

(i) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

(ii) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at a rate of eighteen percent (18%) per annum and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys' fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

I. Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year, except that so long as the Declarant controls the Association, Declarant shall be responsible for such deficit; provided, however that Declarant shall be reimbursed by the Association for such deficits, together with interest at 8% per annum until so reimbursed, from available surpluses in later years or through a special assessment at the time of transfer of control of the Association to Owners. Thereafter, such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special Assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common Expenses for that fiscal year, a Pro-rata Share of such excess shall be a credit against the Assessment(s) due from each Owner for the next fiscal year(s); provided, that Declarant shall first be reimbursed for deficits previously paid as required above before such excess shall be so credited to Owners.

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J. Initial Assessments. During the first year following the date of recordation of the Declaration for Section I of Champions Village, the total Assessments per Lot per year shall not exceed One Hundred (\$100.00). In each year thereafter, the total Assessments per Lot per year shall not be increased by more than the twelve percent (12%) over the prior year, until such time as the Declarant relinquishes control of the Association. In no event shall the annual Assessments exceed One Hundred (\$100.00) per year per Lot without the approval of a majority of the Owners; provided, however, that said maximum amount may be increased by no more than five percent (5%) per year by the Board of Directors without such consent.

K. Notice and Quorum for Any Action to Increase Assessments. Written notice of any meeting called for the purpose of increasing the regular or special assessments of the Association shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Nothing contained in this paragraph shall be construed to limit the ability of the Developer or the Board of Directors to increase Assessments up to the amounts permitted by paragraph 3(J) hereof.

L. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

#### 5. EXPANSION OF SUBDIVISION.

A. Method and Scope of Expansion. Developer, at its option, and from time to time, may expand Champions Village to include all or any parts of the tract described in the attached Exhibit A, by the addition of further sections consisting of one (1) or more Lots and any Common Property which in the discretion of Developer is appropriate for addition with such sections. Such further sections, if added, shall be added by the recordation of a plat of such section, consistent in detail and layout with the plats of sections previously recorded, and by the recordation of a declaration imposing upon such section covenants substantially similar in form and substance to the Declarations, either by incorporating the provisions hereof by reference or otherwise. Developer hereby covenants that the total number of Lots in Champions Village shall not exceed one hundred twenty (120), and that no real estate shall be added thereto which is not within that described in Exhibit A.

B. Time for Expansion. No additional sections shall be added after the date which is seven (7) years after the date on which the plat for Champions Village - Section I was recorded.

C. Future Improvements. The streets, sewage system, drainage system, and utility lines and mains within each section shall be substantially constructed or installed prior to recordation of the plat and declaration for such section. All buildings, streets, and other improvements in all additional sections shall be consistent in quality of construction with the section(s) already in Champions Village as of the date of the filing of the original Supplemental Declaration.

#### 6. REMEDIES.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, Association and any Owner within Champions Village, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither Developer nor Association shall be liable

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for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

D. Government Enforcement. The Metropolitan Development Commission of Marion County, Indiana, its successors and assigns, shall have no right, power, or authority, to enforce any covenants, commitments, restrictions, or other limitations contained herein other than those covenants, commitments, restrictions, or limitations that expressly run in favor of the Metropolitan Development Commission, provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance 58-AO-3, as amended, or any conditions attached to approval of the plats of Champions Village by the Plat Committee.

C. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

7. EFFECT OF BECOMING AN OWNER. The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of the such contract, the Owner acknowledges the rights and powers of Developer with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with Developer and to and with the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

8. TITLES. The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

9. DURATION AND AMENDMENT. This Supplemental Declaration shall be effective for an initial term of twenty (20) years and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless as of the end of any term both the Owners of ninety percent (90%) of the Lots and the Mortgagees of at least ninety percent (90%) of the Lots vote to terminate this Supplemental Declaration, in which case this Supplemental Declaration shall terminate as of the end of the term during which such vote was taken. Notwithstanding the preceding sentence, all easements created or reserved by this Supplemental Declaration shall be perpetual unless otherwise expressly indicated herein.

A. The Association shall have the right to amend this Supplemental Declaration at any time, and from time to time, upon the recommendation of an amendment to the Association by its Board of Directors, and the subsequent approval of such amendment by both the Owners of at least seventy-five percent (75%) of the Lots and ninety percent (90%) of the Mortgagees; provided, however, that any such amendment of this Declaration shall require prior written approval of the Developer so long as Developer owns any Lots within Champions Village. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Developer when their approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the office of the Recorder of Marion County.

B. Developer hereby reserves the right to make such amendments to this Supplemental Declaration as may be deemed necessary or appropriate by Developer without the approval of any other person or entity, in order to bring these Restrictions or Champions Village into compliance with the requirements of any public agency having jurisdiction thereof or of any agency guaranteeing, insuring, or approving mortgages, so long as Developer owns any Lots within Champions Village;

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provided that Developer shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of these Restrictions to any Owner or substantially increases the obligations imposed by these Restrictions on any Owner.

C. Subject to the other requirements of this paragraph 10, unless at least two-thirds (2/3) of the Mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Developer) of the Lots have given their prior written approval, the Association shall not be entitled to:

(i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Property (the granting of easements for public utilities or for other public purposes consistent with the Intended use of the Common Property by the Association shall not be deemed a transfer within the meaning of this clause);

(ii) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(iii) by act or omission change, waiver or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of the residences, the exterior maintenance of the residences, the maintenance of the Common Property, or the upkeep of lawns and plantings in the Development;

(iv) fail to maintain fire and extended coverage on the Common Property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

(v) use hazard insurance proceeds for losses to any of the Common Property other than for the repair, replacement or reconstruction of the Common Property.

10. **RIGHTS OF MORTGAGEES.** Except to the extent otherwise provided in paragraph 3(K), no breach of these Restrictions shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the Development; provided, however, that if all or any portion of said Development is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to these Restrictions. Notwithstanding any other provision of these Restrictions, neither the Owner nor the Association shall have any right to make any amendment to the Declarations or Articles and By-Laws of the Association which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Development at the time of such amendment.

11. **SEVERABILITY.** Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN TESTIMONY WHEREOF, witness the signature of Developer this 6th day of April, 1988.

SCM REAL ESTATE DEVELOPMENT CORP.

By:   
Sol C. Miller, President

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Part of the Southeast Quarter and a part of the Southwest Quarter of Section 13, Township 17 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Southwest Quarter; thence South 89 degrees 23 minutes 25 seconds West along the South line of said Southwest Quarter 654.50 feet to the Southward prolongation of an existing North-South fence line running near the West line of the East Half of the East Half of said Southwest Quarter; thence North 00 degrees 01 minutes 30 seconds East along said North-South fence line 964.60 feet to the Point of Beginning; thence continuing North 00 degrees 01 minutes 30 seconds East along said North-South fence line 112.24 feet to a point being 1076.77 feet North of the South line of said Southwest Quarter Section as measured perpendicular to said South line; thence North 89 degrees 23 minutes 25 seconds East parallel with said South line a distance of 8.99 feet to a point that is 2052.52 feet East of the West line of said Southwest Quarter Section; thence North 00 degrees 23 minutes 32 seconds East parallel with the West line of said Southwest Quarter Section, a distance of 280.05 feet to a point on the North line extended of Champions Village Section 1, the plat of which is recorded as Instrument No. 86-31875 in the Office of the Recorder of said county, also being a point on the South line line extended of Cape Cod Village Section 1 the plat of which is recorded as Instrument No. 86-82487 in said Office of the Recorder, thence North 90 degrees 00 minutes 00 seconds East along said North line extended of Champions Village Section 1, and along said South line and said South line extended a distance of 629.43 feet to the Northwest corner of Common Area Lake #3 of said Champions Village Section 1; thence on the following five (5) courses along the Westerly line of said Champions Village Section 1: 1) South 29 degrees 40 minutes 12 seconds East 142.71 feet; 2) South 21 degrees 06 minutes 09 seconds East 55.00 feet; 3) South 12 degrees 37 minutes 02 seconds East 84.58 feet; 4) South 49 degrees 38 minutes 26 seconds East 42.85 feet; 5) South 28 degrees 26 minutes 42 seconds West 121.96 feet; thence North 90 degrees 00 minutes 00 seconds East 724.95 feet to the Point of Beginning.

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ALSO:

Part of the Southeast Quarter and the Southwest Quarter of Section 13, Township 17 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of said Southwest Quarter of Section 13, thence South 89 degrees 23 minutes 25 seconds West along the South line of said Quarter Section 654.50 feet to the Southward prolongation of an existing North-South fence line, running near the West line of the East Half of the East Half of said Southwest Quarter Section; thence North 00 degrees 01 minute 30 seconds East along said North-South fence line 964.60 feet; thence North 90 degrees 00 minutes 00 seconds East 724.95 feet; thence North 28 degrees 26 minutes 42 seconds East 11.96 feet; thence North 49 degrees 58 minutes 26 seconds West 42.85 feet; thence North 12 degrees 57 minutes 02 seconds West 84.58 feet; thence North 21 degrees 06 minutes 09 seconds West 55.00 feet; thence North 29 degrees 48 minutes 12 seconds West 142.71 feet; thence North 90 degrees 00 minutes 00 seconds East 535.59 feet; thence South 00 degrees 00 minutes 00 seconds East 110.49 feet to the point of curvature of a curve concave Westerly having a central angle of 28 degrees 48 minutes 15 seconds and a radius of 236.00 feet; thence Southerly and Southwesterly along said curve an arc distance of 128.70 feet (said arc being subtended by a chord bearing South 14 degrees 24 minutes 07 seconds West and having a length of 127.35 feet); thence South 28 degrees 48 minutes 15 seconds West 219.15 feet to the point of curvature of a curve concave Easterly having a central angle of 40 degrees 08 minutes 52 seconds and a radius of 344.00 feet; thence Southerly along said curve an arc distance of 381.19 feet (said arc being subtended by a chord bearing South 08 degrees 43 minutes 49 seconds West and having a length of 373.44 feet); thence South 11 degrees 20 minutes 37 seconds East 146.34 feet to the point of curvature of a curve concave Westerly having a central angle of 31 degrees 32 minutes 36 seconds and a radius of 177.00 feet; thence Southerly along said curve an arc distance of 97.44 feet (said arc being subtended by a chord bearing South 04 degrees 25 minutes 41 seconds West and having a length of 96.22 feet); thence South 20 degrees 11 minutes 59 seconds West 105.16 feet to the point of curvature of a curve concave Easterly having a central angle of 20 degrees 48 minutes 56 seconds and a radius of 223.00 feet; thence Southerly along said curve an arc distance of 81.02 feet (said arc being subtended by a chord bearing South 09 degrees 47 minutes 31 seconds West and having a length of 80.57 feet); thence South 00 degrees 36 minutes 57 seconds East 134.30 feet to the South line of said Southeast Quarter Section; thence South 89 degrees 23 minutes 03 seconds West along said South line 300.95 feet to the Southwest corner of said Quarter Section and the point of beginning.

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Part of the Southeast Quarter and a part of the Southwest Quarter of Section 13, Township 17 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Southwest Quarter; thence South 89 degrees 23 minutes 25 seconds West along the South line of said Southwest Quarter 654.50 feet to the Southward prolongation of an existing North-South fence line running near the West line of the East Half of the East Half of said Southwest Quarter; thence North 00 degrees 01 minutes 30 seconds East along said North-South fence line 964.60 feet to the Point of Beginning; thence continuing North 00 degrees 01 minutes 30 seconds East along said North-South fence line 112.24 feet to a point being 1076.77 feet North of the South line of said Southwest Quarter Section as measured perpendicular to said South line; thence North 89 degrees 23 minutes 25 seconds East parallel with said South line a distance of 8.99 feet to a point that is 2052.52 feet East of the West line of said Southwest Quarter Section; thence North 00 degrees 25 minutes 32 seconds East parallel with the West line of said Southwest Quarter Section, a distance of 280.05 feet to a point on the North line extended of Champions Village Section 1, the plat of which is recorded as Instrument No. 86-31875 in the Office of the Recorder of said county, also being a point on the South line line extended of Cape God Village Section I the plat of which is recorded as Instrument No. 86-82487 in said Office of the Recorder, thence North 90 degrees 00 minutes 00 seconds East along said North line extended of Champions Village Section I, and along said South line and said South line extended a distance of 629.43 feet to the Northwest corner of Common Area Lake #3 of said Champions Village Section I; thence on the following five (5) courses along the Westerly line of said Champions Village Section I: 1) South 29 degrees 48 minutes 12 seconds East 142.71 feet; 2) South 21 degrees 06 minutes 09 seconds East 55.00 feet; 3) South 12 degrees 57 minutes 02 seconds East 84.58 feet; 4) South 49 degrees 58 minutes 26 seconds East 42.85 feet; 5) South 28 degrees 26 minutes 42 seconds West 121.96 feet; thence North 90 degrees 00 minutes 00 seconds West 724.95 feet to the Point of Beginning.

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ALSO:

Part of the Southeast Quarter and the Southwest Quarter of Section 13, Township 17 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of said Southwest Quarter of Section 13, thence South 89 degrees 23 minutes 23 seconds West along the South line of said Quarter Section 654.50 feet to the Southward prolongation of an existing North-South fence line, running near the West line of the East Half of the East Half of said Southwest Quarter Section; thence North 00 degrees 01 minute 30 seconds East along said North-South fence line 964.60 feet; thence North 90 degrees 00 minutes 00 seconds East 724.95 feet; thence North 28 degrees 26 minutes 42 seconds East 121.96 feet; thence North 49 degrees 58 minutes 26 seconds West 42.85 feet; thence North 12 degrees 57 minutes 02 seconds West 84.58 feet; thence North 21 degrees 06 minutes 09 seconds West 55.00 feet; thence North 29 degrees 48 minutes 12 seconds West 142.71 feet; thence North 90 degrees 00 minutes 00 seconds East 535.59 feet; thence South 00 degrees 00 minutes 00 seconds East 110.49 feet to the point of curvature of a curve concave Westerly having a central angle of 28 degrees 48 minutes 15 seconds and a radius of 256.00 feet; thence Southerly and Southwesterly along said curve an arc distance of 128.70 feet (said arc being subtended by a chord bearing South 14 degrees 24 minutes 07 seconds West and having a length of 127.35 foot); thence South 20 degrees 48 minutes 15 seconds West 219.15 feet to the point of curvature of a curve concave Easterly having a central angle of 40 degrees 08 minutes 52 seconds and a radius of 544.00 feet; thence Southerly along said curve an arc distance of 381.19 feet (said arc being subtended by a chord bearing South 08 degrees 43 minutes 49 seconds West and having a length of 373.44 feet); thence South 11 degrees 20 minutes 37 seconds East 146.34 feet to the point of curvature of a curve concave Westerly having a central angle of 31 degrees 32 minutes 36 seconds and a radius of 177.00 feet; thence Southerly along said curve an arc distance of 97.44 feet (said arc being subtended by a chord bearing South 04 degrees 25 minutes 41 seconds West and having a length of 96.22 feet); thence South 20 degrees 11 minutes 59 seconds West 105.16 feet to the point of curvature of a curve concave Easterly having a central angle of 20 degrees 48 minutes 56 seconds and a radius of 223.00 feet; thence Southerly along said curve an arc distance of 81.02 feet (said arc being subtended by a chord bearing South 09 degrees 47 minutes 31 seconds West and having a length of 80.57 feet); thence South 00 degrees 36 minutes 57 seconds East 134.30 feet to the South line of said Southeast Quarter Section; thence South 89 degrees 23 minutes 03 seconds West along said South line 300.95 feet to the Southwest corner of said Quarter Section and the point of beginning.

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(1)

ANNEXUM

RULES AND REGULATIONS OF THE  
CHAMPIONS VILLAGE HOMEOWNERS ASSOCIATION, INC.

This revision of Section 3, Part C of the Declaration was promulgated by the Champions Villages Homeowners Association, Inc., ("Association") on the 20th day of April, 1994.

WITNESSETH THAT:

WHEREAS, a Planned Unit Development known as Champions Village was established by a certain Declaration recorded on April 17, 1986 as Instrument No. 860031876 in the Office of the Recorder of Marion County, Indiana (hereafter "Declaration"), together with supplements and amendments thereto; and

WHEREAS, Section 3.06(g) of the By-Laws of the Association empowers the Board of Directors of the Association to promulgate Rules and Regulations with respect to use, occupancy, operation, and enjoyment of the Property; and

WHEREAS, a new policy is to be effective within 15 days of this notice. In order to preserve the natural quality and aesthetic appearance of existing geographical areas within the development, no more fencing will be allowed on lake area properties.

NOW, THEREFORE, the Board of Directors of the Champions Village Homeowners Association, Inc., hereby promulgates the following Rule and Regulation:

1. There are hereby added to the Association's Rules Regulations a new policy pertaining to the building of fences along lake area property:

1. In order to preserve the natural quality and aesthetic appearance of existing geographical areas within the development, no more fencing will be allowed on lake area properties.

2. All terms appearing as defined terms herein, unless otherwise expressly defined herein, shall have the respective meanings assigned to such terms in the Declaration.

3. The Association hereby represents and certifies that the facts set forth in the foregoing recitals are true and correct, that the Association is authorized to execute these Rules and Regulations, and that the person executing these Rules and Regulations has been fully authorized and empowered to act on behalf of the Association for such purpose.

IN WITNESS WHEREOF, the Association has executed these Rules and Regulations as of the date first above written.

CHAMPIONS VILLAGE HOMEOWNERS ASSOCIATION, INC.

Date: May 18, 1994

By: Jay B. Atchell  
*(President)*

Attest:  
By: Jay B. Atchell

M. Jane Herbers  
Name

County \_\_\_\_\_  
M. Jane Herbers  
Notary Public State of Indiana  
Marion County  
My Commission Expires \_\_\_\_\_  
Commission Expires \_\_\_\_\_

07/19/94 03:25PM JAW H. RENEIL MARION COY RECORDER BAK 7.00 PAGES: 1  
Inst # 1994-0111727

(49) FILED

MARTHA A. WOMACKS

FILED (7)  
MAY 25 1999  
LAWRENCE TOWNSHIP  
ASSESSOR

MAY 26 1999  
AMENDED, RESTATED AND CONSOLIDATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR CHAMPIONS VILLAGE

*Martha A. Womacks*

This Amended, Restated and Consolidated Declaration of Covenants and Restrictions for Champions Village was executed this 22 day of APRIL, 1999

WITNESSETH:

WHEREAS, the Champions Village subdivision located in Marion County was established by a certain Declaration of Covenants and Restrictions of Champions Village which was recorded on April 18, 1986, as Instrument No. 86-31876 in the Office of the Recorder of Marion County, Indiana (hereafter, "Declaration"); and a certain Supplemental Declaration of Covenants and Restrictions of Champions Village which was recorded on March 3, 1987, as Instrument No. 87-22807 in the Office of the Recorder of Marion County, Indiana (hereafter, "Supplemental Declaration"), and

WHEREAS, Plats filed with the Office of the Recorder of Marion County, Indiana established two (2) sections of Champions Village consisting of a total of one hundred twenty (120) Lots, plus Common Areas; and

WHEREAS, the Supplemental Declaration was amended by the developer by a certain First Amended and Restated Supplemental Declaration of Covenants and Restrictions of Champions Village which was recorded on April 11, 1988, as Instrument No. 88-32397 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the original developer of Champions Village desired to provide for the preservation and enhancement of the values and amenities in such community and the Common Areas therein contained, and to this end, the original developer subjected the property to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent provided in the Declaration and Supplemental Declaration, for the benefit of Champions Village and each Owner; and

WHEREAS, under the terms of the Declaration and Supplemental Declaration, the Champions Village Real Estate was, 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 set forth in the Declaration and the Supplemental Declaration, all of which were and are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate, and were and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and of each of the Lots situated therein, and ran and shall continue to run with the land and be binding upon all parties having any right, title or interest in the Real Estate, and upon their heirs, successors and assigns; and

WHEREAS, the Owners within Champions Village desire to amend the Declaration and the Supplemental Declaration, and to restate and consolidate the same into this single document for the convenience of the Owners; and

WHEREAS, after written notice was duly given, the Annual Meeting of the Owners and the Champions Village Homeowners Association, Inc ("Corporation") was held on January 19, 1998; and

Whereas, one of the purposes of said Annual Meeting as stated in the notice for the meeting was for the Corporation's members to discuss the following amendments, restatement and consolidation of the Declaration and the Supplemental Declaration ; and

WHEREAS, the Owners of One-Hundred-Three (103) Lots have subsequently voted in favor of amending, restating and consolidating the Declaration and the Supplemental Declaration pursuant to the terms below; and

WHEREAS, such Owners constitute more than seventy-five percent (75%) of all Owners of the one hundred twenty (120) Lots in Champions Village; and

NOW, THEREFORE, the Declaration and the Supplemental Declaration which are applicable to all Owners and residents within Champions Village are hereby amended, restated and consolidated as follows:

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## ARTICLE I

### Definitions

**Section 1.1. Words and Terms.** The following words and terms, when used herein, or in the Articles of Incorporation, or the By-Laws, or in any supplements or amendments to these stated documents, unless the context clearly requires otherwise, shall have the following meanings:

- (a) "Act" shall mean and refer to the Indiana Nonprofit Corporation Act of 1991, as amended;
- (b) "Articles" shall mean and refer to the Articles of Incorporation of the Corporation, as the same may be amended from time to time;
- (c) "Assessment" shall mean and refer to the share of the Common Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of this Declaration;
- (d) "Board" or "Board of Directors" shall mean and refer to the governing body of the Corporation, elected, selected or appointed as provided in the By-Laws;
- (e) "By-Laws" shall mean and refer to the By-Laws of the Corporation, as the same may be amended from time to time;
- (f) "Common Area" shall mean and refer to those areas designated on the plats as such, and which are owned by the Corporation;
- (g) "Common Expenses" shall mean and refer to expenses of administration of the Real Estate and the expenses for maintenance, repair, upkeep and replacement of the Common Property, (including Real Estate taxes and utilities), and all sums lawfully assessed against the Owners of the Corporation, and all sums, costs and expenses declared by this Declaration or the By-Laws to be Common Expense;
- (h) "Common Property" shall mean and refer to all real and personal property which is in the nature of common or public improvements or areas, and which is located in, upon, or under the Common Areas, easements, or streets within Champions Village Without limiting the generality thereof, Common Property shall include, to the extent not publicly dedicated, all streets, curbs, water mains, fire hydrants, the drainage system, the sewage system, street lights and street signs, public sidewalks, lakes, retention ponds, parks, and open spaces;
- (i) "Condition" shall mean anything required before the performance or completion of something else, or a provision stipulating some specific thing;
- (j) "Corporation" shall mean and refer to the Champions Village Homeowners Association, Inc , an Indiana nonprofit corporation, its successors and assigns;
- (k) "Covenant" shall mean a provision limiting the use of property and prohibiting certain use;
- (l) "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants and Restrictions, as the same may be amended from time to time;
- (m) "Dual Corporation" and "Dual Board" shall mean and refer to the Cape Cod - Champions Village Homeowners Association, Inc , an Indiana nonprofit corporation, its successors and assigns, and the board of directors who are responsible its for administration, respectively;
- (n) "Lot" shall mean and refer to each Lot as so designated on the Plats of Champions Village as recorded in the Office of the Recorder of Marion County, Indiana, including any residential dwelling constructed thereon;
- (o) "Managing Agent" and "Property Manager" shall mean and refer to the Person designated by the Board to assist in the administration of their duties and obligations, as provided in the By-Laws;
- (p) "Mortgage" shall mean and refer to any holder, insurer or guarantor of any first mortgage on a Lot;

(q) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot in Champions Village, but in any event shall not include or mean to refer to a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any Lot, but upon so acquiring title to any Lot, a mortgagee or tenant shall be an Owner. It also excludes those persons having such interest merely as security for the performance of an obligation;

(r) "Person" shall mean and refer to an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof;

(s) "Real Estate" shall mean and refer to the parcel(s) of real estate in Marion County, Indiana as set forth in Exhibit 1 to this Declaration. It encompasses all of the 120 Lots, and the Common Property of the Corporation;

(t) "Restriction" shall mean and refer to the agreements, covenants, conditions, restrictions, easements, assessments, charges, liens and all other provisions set forth in this Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations adopted by the Board of Directors, as the same may be amended from time to time;

## **ARTICLE II**

### **Purpose**

**Section 2.1 This Document.** This Declaration establishes the Covenants, Conditions and Restrictions intended to control, insure and protect the integrity of Champions Village, protect the rights of Owners, regulate certain activities conducted on an Owner's Lot to preserve, to the extent possible, the peace and tranquility which should be afforded to all Owners and residents, protect and enhance Real Estate values, insofar as possible, and to preserve the natural quality and aesthetic appearance of the existing geographical areas within such development. It also sets forth certain obligations and responsibilities of Owners of Lots, and provides the method of funding the activities of the Corporation.

**Section 2.2. Related Documents.** Separate, but related documents: the Articles of Incorporation, defines the basic corporate structure of the Corporation; the By-Laws further define the corporate and operational structure and contain other provisions relating to the business of the Corporation, the conduct of its affairs, and the rights and powers of the Owners, Directors and Officers.

## **ARTICLE III**

### **Interpretation**

**Section 3.1. Captions and Titles.** The captions and titles of the various articles, sections, subsections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

## **ARTICLE IV**

### **Declaration; Acceptance and Ratification**

**Section 4.1. Declaration.** Each of the Owners within Champions Village shall automatically and mandatorily be members of the Corporation, and shall be entitled to all of the privileges and subject to all of the obligations thereof. The Corporation hereby expressly declares that the Real Estate was and shall be held, transferred and occupied subject to the Restrictions set forth herein.

**Section 4.2. Acceptance and Ratification.** All present and future Owners, Mortgagees, tenants and occupants of the Lots, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles, the By-Laws and the Rules and Regulations as adopted by the Board of Directors, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, the Articles, the By-Laws and the Rules and Regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be Covenants running with the land and shall bind any Person having at any time any interest or estate in a Lot or the Real Estate, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may occupy, use or enjoy or control a Lot or any part of the Real Estate in any manner shall be

subject to this Declaration, the Articles, the By-Laws, and the Rules and Regulations applicable thereto as each may be amended or supplemented from time to time.

## ARTICLE V

### Character of Development; Restrictions

**Section 5.1. General Description.** Champions Village is platted as a zero Lot line development. Each Lot in the development is a residential Lot and shall be used exclusively for single family dwelling purposes. All Lots shall be subject to the easements, Restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

**Section 5.2. Type of Structures.** No structure shall be erected, placed or permitted to remain on any Lot except a single story residential dwelling with a two car attached garage. Such dwelling shall have a minimum of one thousand two hundred (1,200) square feet of living area. All roof pitches will be four to twelve (4:12) or greater. The word "structure", as used in this context, shall mean: (1) that which is built or constructed; an edifice or building of any kind, and (2) a combination of materials to form a construction for occupancy, use or ornamentation whether installation on, above or below the surface of the parcel of land. Therefore:

- (a) No accessory outbuilding, such as a mini-barn, gazebo, or similar structure shall be erected or permitted on any Lot.
- (b) No used structures shall be relocated or placed on any Lot, nor shall modular or like structures be erected or placed on any Lot.
- (c) No dwelling, which has been partially or totally destroyed by fire or other disaster, shall be allowed to remain on any Lot in such state for more than three (3) months from the time of such destruction or damage.
- (d) No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any Lot.

**Section 5.3. Setback Requirements.** Specific setback lines concerning front, rear, and boulevard setbacks are set forth in the Plats of the development, which govern the placement of buildings on the Lots. The side yard setback lines shall maintain a minimum distance between buildings of not less than ten (10) feet. Site plans submitted for Improvement Location Permit on each Lot, and any site plan required to be submitted to the Development Control Committee with a Request For Improvement And Alteration Approval form, shall show the building line of improvements on adjacent Lots, if any.

**Section 5.4. Streets, Street Signs, Sewers and Sidewalks.** All streets, street signs, sewers (both sanitary and surface drainage), and sidewalks were dedicated to the City of Indianapolis, and as such, maintenance is the responsibility of this municipal entity. However, snow removal shall be provided by the Corporation.

**Section 5.5. Utility Facilities.** All utility facilities shall be underground except when required to be placed above ground for reasons of access or use. All utility meters and HVAC units shall be located in a place unseen or screened from the fronts of dwellings.

**Section 5.6. Improvements.** No change shall be made in or to the exterior of a dwelling or the appearance of a Lot unless and until such change is approved by the Development Control Committee except as set forth in ARTICLE X, or other rules and regulations adopted by the Board of Directors, from time to time.

**Section 5.7. Maintenance of Lots.** The Owner of any Lot in the Development shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly, or if neglected, might adversely affect any other Lot or dwelling or any part of the Common Properties; and specifically, such Owner shall:

- (a) mow the Lot and trim shrubbery and trees at such times as may reasonably be required in order to prevent infringement on another Lot or against another Owner's dwelling, or to prevent the unsightly growth of vegetation and noxious weeds;
- (b) cut down and remove dead shrubbery and trees on the Lot;
- (c) remove all debris, rubbish or trash on a timely basis and not accumulate or permit the accumulation, out-of-doors, of such refuse on the Lot;

(d) keep the exterior of all improvements on the Lot in such a state of repair or maintenance as to avoid their becoming unsightly;

(e) if on a corner Lot, keep trees or shrubs maintained (trimmed) at a sufficient height to prevent an obstruction of sight lines. This Restriction shall mean that:

(1) no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the adjoining street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street lot lines and the line connecting points twenty-five (25) feet from the intersection of said street Lot lines (or in the case of a rounded property corner, from the intersection of the street Lot lines extended to form a corner); and

(2) for any trees located within the above stated sight line areas on the Lot, the foliage of such trees shall be maintained at sufficient height to prevent obstruction of such sight lines;

(f) if in a Lot on which any part of an open storm drainage ditch or swale is situated, keep such portion thereof as may be situated on the Lot continuously mowed, unobstructed and in good repair, and

(g) prevent the existence of any other condition on the Lot that reasonably tends to detract from or diminish the aesthetic appearance of the development.

Section 5.8. Other Restrictions. In addition to the more general Restrictions set forth in the preceding sections, Owners of Lots and/or their tenants are subject to and bound by the following specific Restrictions:

(a) Driveways shall be concrete and shall not exceed the width of the side boundaries of the garage door

(b) Garage doors shall be of masonite or wood construction, of the standard style and design currently in place in the Development. An exception to this restriction may be made to permit the installation of an aluminum or metal insulated door, providing approval is obtained, in advance, from the Development Control Committee, and further providing that such insulated door is of a style and design similar to existing doors in the development. Garage doors shall be painted the same as the base (siding) color of the dwelling.

(c) Windows shall be painted the base (siding) color of the dwelling. This restriction does not apply to vinyl windows since they cannot be painted, however, the color of such vinyl windows shall harmonize with the base (siding) color of the dwelling. No raw aluminum windows shall be permitted.

(d) Gutters and downspouts shall be painted the base (siding) color of the dwelling.

(e) Heating and plumbing vent stacks shall be placed in an inconspicuous place and shall not be visible from the street.

(f) Fencing shall be approved as to size, location, height, and composition, before installation, by the Development Control Committee and is subject to the following conditions:

(1) No fence will be higher than six (6) feet;

(2) Wood fencing shall be of a type that does not detract from the appearance or sight line of the adjacent dwellings;

(3) Metal fencing shall have a factory finish, either black or brown; and

(4) No fence shall extend forward of the back corner of the dwelling, except where an open porch is located on the back corner, in which case such fence may be positioned at the forward edge of such porch.

(g) A standard yard light and post shall be in place on each Lot within the Development. All replacements of such lights or posts shall conform to this standard. Both the light and post shall be painted black.

(h) A standard mailbox and post exists within the Development. All replacements of such mailboxes and posts shall conform to this standard. The posts may be left natural or may be painted the base (siding) color of the dwelling. The mailbox shall be painted gray to match other mailboxes.



- i) The placement, installation, use and maintenance of antennas, including satellite dishes, shall be subject to rules and regulations promulgated by the Board
- (j) Solar panels shall not be allowed
- (k) Awnings or patio covers shall not be permitted, except with the prior written approval of the Development Control Committee.
- (l) Signs or advertisements shall not be displayed on any Lot or dwelling without prior approval of the Development Control Committee. This restriction does not apply to generally accepted real estate signs. However, only one (1) such sign shall be permitted per Lot, and no such signs shall be placed on any of the Common Property without prior approval of the Property Manager or the Development Control Committee.
- (m) No parking shall be permitted on any Lot other than in the existing driveway. Campers, trailers, recreational vehicles, boats, snowmobiles, or other similar type vehicles shall not be parked on a driveway on any Lot for a period of more than twenty-four (24) hours, unless the same shall be parked in a garage or in such a manner that it is not visible to the occupants of other Lots. Additionally, no vehicle of the type referred to herein shall be permanently parked on any street in such a manner that it restricts use of such street, or in any way prohibited by City Ordinance.
- (n) Lawn furniture, picnic tables, barbecue grills, etc., are permitted providing such objects are confined to rear porches, patios, or decks
- (o) Ornamental or decorative yard objects, made of concrete, plastic, wood, wrought iron, or similar material such as a flag pole, figurine, bird bath, trellis, etc., a reflective pool or rock garden, etc., may be permitted providing that such objects: (1) enhance the value of the Lot, or surrounding Lots, (2) does not detract from the aesthetic appearance of the Lot, or surrounding lots, and (3) is not objectionable to Owners of adjoining Lots. Objects more than three (3) feet in height, reflective pools, rock gardens and other similar improvements must be approved, prior to installation, by the Development Control Committee
- (p) No basketball goal shall be mounted or affixed to any dwelling (including the garage) on any Lot, nor shall such goal be set in the ground or placed in any other way on any Lot in such a manner that it is not readily or easily movable or portable. Placement of movable or portable basketball goals, and/or the size, placement, height, and composition of any swing set or similar structure shall be approved, prior to installation, by the Development Control Committee and shall be subject to the Rules and Regulations promulgated by the Board or any Restrictions imposed by the Development Control Committee. The word "structure" as used in this context, shall mean any construction, or any production or piece of work artificially built up or composed of parts joined together in some definite manner
- (q) No above-ground, or in-ground swimming pool shall be placed, constructed or erected on any Lot. This Restriction shall not be construed to prohibit small, portable pools designed to be used by small children, providing the use of such pool is temporary
- (r) Hot tubs and outdoor spas may be permitted providing they are located on a back porch, or within an enclosed area where such tub or spa is not readily visible from any street, or a neighbor's dwelling, or where unauthorized access is limited. All such installations shall be approved, in advance, by the Development Control Committee.
- (s) Water wells shall not be drilled on any Lot without advance approval of the Development Control Committee
- (t) No animals shall be kept or maintained on any Lot, except the usual household pets such as dogs, cats, etc., and in such case such pets shall be kept contained so as not to become a nuisance. The word "contained" as used in this context shall mean the pet: (1) shall be housed indoors, (2) shall not be allowed to infringe on another Owner's Lot, and (3) shall be kept on a leash or contained within an approved fence when outside. It is the responsibility of the pet Owner to "clean-up" after their pet
- (u) Out-of-doors burning of leaves, refuse or any other type of trash or materials is prohibited
- (v) Receptacles for ashes, garbage, rubbish, trash, etc., shall be placed and kept inside the garage or another location where they are not visible from the street or adjoining Lots, except at times when refuse collection is to be made. Such refuse shall be placed at the curb the night before or the morning of such pickup

(w) Except for LP gas supply cylinders (tanks) not exceeding twenty (20) lbs of Propane for portable gas grills, no outside storage of combustible fuel such as gasoline, oil, solvents, etc., shall be permitted on any Lot. This restriction does not apply to the temporary storage of firewood for the dwelling fireplace. However, such firewood shall not be placed within five (5) feet of an adjoining dwelling or where it is readily visible from the street

(x) Out-of-doors clothes drying shall not be permitted

(y) No electronic insect killing devices (commonly called "bug lights" or "bug zappers") shall be operated and placed, erected, or located within twenty-five (25) feet of another Owner's dwelling unit, including patios, decks, porches, or similar structures. Furthermore, there shall be allowed only one (1) such device per Lot. Any violation of this Restriction shall be deemed a nuisance

(z) Any permanently affixed or attached exterior stereo speakers or similar devices must be approved, in advance, by the Development Control Committee. Regardless of whether the speakers are permanently affixed or attached or are portable, no Owner, resident, or guest may use such exterior speakers between the hours of 10:00 p.m. and 8:00 a.m. on weekdays, and between the hours of 11:00 p.m. and 9:00 a.m. on weekends. During the time periods for which the operation or use of said speakers or devices is permitted, the Owner, resident, or guest of a Lot containing such speakers shall not operate the speakers loudly so as to interfere with the peaceful enjoyment of another Owner or resident within the development. In setting the standard for which noise or music is excessive, the Corporation adopts the standard set forth in the City of Indianapolis Ordinance No. 18-2(2) such that if the music or noise is plainly audible within fifty (50) feet of its source, it shall constitute prima facie evidence of a violation of this Restriction. Any violation of this Restriction shall be deemed a nuisance

(aa) No noxious or offensive activities shall be carried on at or on any Lot in the Development, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot in the Development

Section 5.9. Remedies for Failure to Comply. In the event that any Owner fails to fully observe the Restrictions and perform the obligations set forth in Sections 5.2, 5.3, 5.6, 5.7 and 5.8, herein above, and in the further event that such failure is not cured within thirty (30) days after written notice of the same is given by the Corporation, the Corporation or any Owner shall have the right to commence judicial proceedings to abate or enjoin such failure, and to take such further action as may be allowed at law or in equity to correct such failure. In the event that such failure causes or threatens to cause immediate and substantial harm to any property outside of such defaulting Owner's Lot or to any Person, the Corporation shall have the right to enter upon such Lot for the purpose of correcting such failure and any harm or damage caused thereby, without any liability whatsoever on the part of the Corporation. All costs incurred by the Corporation in connection with any act or proceeding undertaken to abate, enjoin or correct such failure shall be payable by the defaulting Owner upon demand by the Corporation, and shall immediately become a lien against his or her Lot, subject to the payment and collection in the manner provided for collection of Assessments by the Corporation. The rights of the Owners and the Corporation under this paragraph shall be in addition to all other enforcement rights hereunder at law or in equity

## ARTICLE VI

### Common Property; Easements; Casualty and Condemnation

Section 6.1. Common Property. All rights, titles and interests in and to the Common Areas as shown on the plats of Champions Village and as recorded in the Office of the Recorder of Marion County, Indiana, were conveyed to and are owned in fee simple title by the Corporation. These include:

(a) Common Areas designated as Lake #1, Lake #2, Lake #3, and Lake # 4; and

(b) Common Areas containing approximately 1.95 acres (the mound or berm) running along the south side of the east/west portion of Champions Drive, then extending along the west side of Village Way to 86th Street, and then along the north side of 86th Street to the westmost boundary of Champions Village

Section 6.2. Easement to Corporation. The Corporation has reserved for its benefit, a non-exclusive easement in favor of the Corporation for the maintenance, repairs, replacement and upkeep of the Common Property, as a part of its duties. The cost thereof shall constitute a part of the Common Expenses.

(a) Rules and Regulations. The Board of Directors may adopt such Rules and Regulations concerning maintenance, repair, use and enjoyment of the Common Property as it deems necessary. It may also adopt such Rules and Regulations

affecting the Owners Lots and dwellings thereon to control events, conditions or situations which are, or might be, contrary to the interests, welfare or rights of all or any part of the other Owners

(b) Transfer to Public Agency or Utility. The Corporation reserves the right to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Owners. No such dedication or transfer shall be effective unless or until an instrument of agreement to such dedication or transfer, signed by a majority of the Owners, has been recorded.

Section 6.3. Easements on Lake Property and Other Lots. The plats of Champions Village specify a ten (10) foot easement on all Lots abutting any part of the lakes and an easement on certain other Lots for the purpose of maintenance by the Corporation or utilities, and for ease of use and enjoyment by all Owners of Lots.

Section 6.4. Utility Easements. There is hereby reserved for the purpose of installing and maintaining municipal and public utility facilities, to be perpetual hereof, full right and authority to lay, operate and maintain such drainage facilities, sanitary sewer and water lines, gas and electric lines, communication lines (which includes cable television), and such other further public service facilities as is deemed necessary by the Board. Provided, however, that such utility shall restore the disturbed area as nearly as is possible to the condition in which it was found. No permanent structure, including fences, shall be constructed within such easement area.

Section 6.5. Easement to Owners. Each Owner has a non-exclusive easement for the use, enjoyment and benefit of the Common Property and amenities, subject to all of the Restrictions of this Declaration, other Rules and Regulations adopted by the Board of Directors and/or the Dual Board. Such easement shall be an easement running with and appurtenant to each Lot. No Owner's use of any part of the Common Property or the amenities shall materially interfere with any other Owner's use thereof. Also, such easement is subject to the following Conditions:

(a) Owner's Obligations. Notwithstanding any obligation or duty of the Corporation to repair or maintain any of the Common Property, if, due to the willful, intentional, or negligent acts or omissions of an Owner or a member of his or her family, or a guest, tenant, or invitee, or other occupant or visitor of such Owner, damage shall be caused to the Common Property, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Corporation, unless such loss is covered by the Corporation's insurance with such policy having a waiver of subrogation clause. If not paid by the Owner upon demand by the Corporation, the cost of repairing such damage shall be added to and become a part of the Assessment to which such Owner's Lot is subject.

(b) Suspension of Owner's Rights. The Board reserves the right to suspend the voting rights of any Owner and his or her rights to use the amenities for any period during which any Assessment against his or her Lot remains unpaid; and for any period during which there is an infraction of the Restrictions.

(c) Delegation of Use. Any Owner may delegate his or her rights of enjoyment to the Common Property to members of his family, his or her tenants, or contract purchasers who reside on any Lot.

(d) Owner's Liability for Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement of any part or portion of the Common Property rendered necessary by his or her negligence, or by that of any member of his or her family, their guests, employees, agents, invitees, or tenants, to the extent that such expense is not covered by the proceeds of insurance with such insurance policy having a waiver of subrogation clause.

(e) Limited Common Area. There is hereby reserved, for the benefit of the Owner of any Lot, a limited common area for the purpose of entering and encroaching upon an adjoining Lot as designated on the plat hereof. Said limited common area is reserved for the limited purpose of performing maintenance and repair work on the dwelling benefited by such area, and for the encroachment, if any, of the roofs, gutters, overhangs or other improvements resulting from the original construction of the adjacent dwelling. The owner of any dwelling built within three (3) feet of a side-yard property line, shall have an express right of access and use for the limited purposes described above, in the limited common area as measured from the side-yard property line. Said area shall be five (5) feet in width as measured from said side-yard property line and as designated on the plat hereof. Any Persons entering upon a Lot under the rights granted hereunder shall be responsible for repair of any damage resulting from the use of the area.

Section 6.6. Casualty and Condemnation. In the event of damage to or destruction of any of the Common Property due to fire or any other casualty or disaster, the Corporation shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Corporation, if any, shall be applied to the cost of such repair and reconstruction.

If the insurance proceeds, if any, received by the Corporation as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing any Common Property so damaged or destroyed (or the cost thereof in excess of insurance proceed received, if any) shall be assessed by the Corporation against all of the Owners in equal shares without any approval from any Owners. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein. However, notwithstanding the above, if the cost for restoring the damage and repairing and reconstructing any Common Property exceeds the amount of anticipated insurance proceeds by the greater of: (1) twenty percent (20%) of the total estimated costs of repair, or (2) the amount of \$2,500.00, this will require a Special Assessment to be proposed and voted upon by the Owners as provided in Article IX, Section 9.4. If the Owners do not approve such Special Assessment, the repairs to the damaged portion of the Common Property shall not be performed.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the improvement so damaged to as near as possible the same condition as it existed immediately prior to the damage or destruction. Immediately after a fire or other casualty or disaster causing damage to any property for which the Board or Corporation has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board may deem necessary.

In the event of the condemnation of all or any part of the Common Property, the Board is hereby authorized to negotiate with the condemning authority and/or to contest an award made for the appropriation of such Common Property.

## ARTICLE VII

### Amenities

Section 7.1. Ownership and Maintenance. All rights, title and interests in and to the amenities are owned in fee simple title by the Dual Corporation and are maintained by such corporation. These amenities are available for the joint use and enjoyment of Owners of Lots in both Champions Village and Cape Cod, and are subject to the rules and regulations adopted by the Dual Board, as they may be amended from time to time. The amenities include:

- (a) a clubhouse with meeting room, party room with kitchen, exercise room and dressing rooms;
- (b) an outdoor swimming pool and hot tub;
- (c) a tennis court; and
- (d) such other amenities as may be deemed desirable by the Dual Corporation.

Section 7.2. Owner's Obligation. Each Owner of a Lot in Champions Village is automatically a member of the Dual Corporation and shall pay mandatory dues and/or assessments to the Dual Corporation for the administration, maintenance and repair of the above amenities. Collection of such dues and assessments shall be made in accordance with Section 9.7. Such dues and/or assessments are in addition to the Owner's obligations to the Champions Village Homeowners Association, Inc., (the "Corporation")

Section 7.3. Authority to Record Declaration pertaining to the "Dual Corporation" and the Common Amenities. The Owners hereby authorize and empower the Board of Directors of Cape Cod-Champions Homeowners Association, Inc. ("Dual Corporation"), an Indiana nonprofit corporation, acting for and on behalf of all Owners within Champions Village, and for their heirs, personal representatives, successors and assigns, to execute a certain "Declaration of Covenants, Conditions and Restrictions of Cape Cod-Champions Village Common Amenities" (hereafter referred to as the "Dual Corporation Declaration") and then to record the same with the Office of the Recorder of Marion County, Indiana. The Owners are already mandatory members of the Dual Corporation pursuant to its Articles of Incorporation as filed with the Indiana Secretary of State and the Dual Corporation's Code of By-Laws, as amended, and the Owners agree to be subject to the Dual Corporation Declaration on behalf of themselves, their heirs, personal representatives, successors and assigns. The purpose of recording the Dual Corporation Declaration will be to correct a mistake which the Champions Village developer made when it failed, through apparent oversight, to record that document. The Dual Corporation Declaration will reaffirm the rights and obligations of the Champions Village Owners and residents, and the Owners and residents of homes within the Cape Cod subdivision, as to the common amenities which are shared by the Owners within both communities and as acquiesced to by the payment of assessments therefor since 1986. The common amenities consist of real estate and improvements thereon such as a clubhouse, swimming pool, and tennis

court The Dual Corporation's real estate is situated between Cape Cod Village and Champions Village and has a common street address of 8830 Champions Drive, Indianapolis, Indiana 46256.

## ARTICLE VIII

### Insurance

Section 8.1. Public Liability. The Corporation shall purchase, and maintain in force, a master comprehensive public liability insurance policy in such amount(s) as the Board shall deem appropriate from time to time; provided, such coverage shall be for at least One Million Dollars (\$1,000,000 00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover all of the Common Property and shall insure the Corporation, the Board of Directors, the Officers, any committee or organ of the Corporation or Board, any Managing Agent approved or employed by the Corporation, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate or Common Property. Such public liability insurance policy shall contain a "severability of interest" clause of endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or the other Owners.

Section 8.2. Casualty. The Corporation shall purchase, and maintain in force, a casualty insurance policy with an "agreed amount and inflation guard endorsement" affording fire and extended insurance coverage insuring all Common Property owned by the Corporation including an amount consonant with full replacement value of such property, and improvements (if any). Such insurance coverage shall be for the benefit of each Owner, and if applicable, the Mortgagee of each Owner.

Section 8.3. Annual Review. The Board shall be responsible for reviewing, at least annually, the amount and type of insurance and shall purchase additional insurance as is necessary to provide the coverage required. If deemed advisable by the Board, a qualified insurance appraiser may be employed to determine the full replacement value of the Common Property. The cost of such appraisal shall be a Common Expense of all Owners.

Section 8.4. Casualty Loss Proceeds. All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Corporation as hereinabove set forth shall be paid to it or the Board. In the event that the Board has not posted surety bonds for the faithful performance of their duties as such Directors, or if such bonds do not exceed the funds which will come into its hands, and there is damage to all or part of the Common Property resulting in a loss, the Board shall obtain and post a bond for the faithful performance of its duties in an amount to be determined by the Board, but not less than 150% of the loss, before the Board shall be entitled to receive the proceeds of insurance payable as a result of such loss. The sole duty of the Board in connection with any such insurance proceeds shall be to receive such proceeds as are paid and to hold the same for the purposes elsewhere stated herein, and for the benefit of the Owners of the Corporation. The proceeds shall be disbursed or used by the Corporation or the Board, as appropriate, only in accordance with these By-Laws or the Declaration.

Section 8.5. Right to Subrogation. Casualty insurance policies, and "all risk" coverage, if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer: (1) waives its right to subrogation as to any claim against the Corporation, the Board, the Officers, its agents and employees, Owners, their respective heirs, successors and assigns against the invalidity arising from the acts of the insured, and providing further, if the Board is able to obtain such insurance upon reasonable terms, (2) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners, and (3) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Corporation does not elect to restore.

Section 8.6. Other Insurance. The Corporation shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation and occupational disease insurance, and such other insurance as the Board shall from time to time deem necessary, advisable or appropriate, including but not limited to liability insurance on vehicles owned or leased by the Corporation and officers' and directors' liability policies. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Corporation, the Board and any Managing Agent acting on behalf of the Corporation. Each Owner shall be deemed to have delegated to the Board his or her right to adjust with the insurance companies all losses under the policies purchased by the Board, the proceeds of which are payable to the Board or the Corporation.

Section 8.7. General Provisions. The premiums for all insurance hereinabove described shall be paid by the Corporation as part of the Common Expense.

Section 8.8. Owner's Responsibility. Each Owner shall be solely responsible for the loss or damage to the improvements and his or her personal property located on his or her Lot, however caused. Each Owner shall be solely responsible for obtaining his or her own insurance to cover any such loss and risk.

## ARTICLE IX

### Assessments

Section 9.1. Purpose of Assessments. The Assessments levied by the Corporation shall be used for the administration, maintenance, repair and improvement of the Common Property, including, but not limited to, the payment of taxes and insurance thereon, for the cost of labor, equipment, material, and management furnished with respect to the Common Property, and any and all other Common Expenses.

Section 9.2. Annual Budget. Annually, on or before the date of the annual meeting of the Corporation, the Board of Directors shall prepare, or cause to be prepared, a proposed annual budget for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time of the notice of such annual meeting is mailed or delivered to such Owners.

The annual budget shall be submitted to the Owners at the annual meeting of the Corporation for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the Owners; provided that any increase of more than ten percent (10%) must be approved by a vote of two-thirds (2/3) of the Owners who are voting in person or by proxy at which a quorum is represented, provided further, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended.

Further, the annual budget, the Regular Assessments and all other sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Property, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Property. Such replacement reserve fund shall be maintained by the Corporation in an interest bearing account with one or more banks or savings and loan associations authorized to conduct business in Marion County, Indiana and insured by a Federal depository agency selected by the Board.

The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as provided, whenever determined.

Section 9.3. Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year as set forth in said budget, contain a proposed assessment against each Lot, which shall be computed by dividing all estimated Common Expenses by the total number of lots in Champions Village, and the quotient shall be the Regular Assessment for each Lot. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided.

Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his or her respective Lot (herein called the "Regular Assessment"). Regular Assessments for the current fiscal year of the Corporation shall become a lien on each separate Lot as of the first day of each fiscal year of the Corporation.

The Regular Assessment against each Lot shall be paid, in advance, in equal quarterly installments commencing on the first day of the first month of each fiscal year and quarterly thereafter through and including the first day of the last quarter of such fiscal year. Such installments shall be due and payable automatically on their respective due dates without notice from the Corporation and neither the Board or the Corporation shall be responsible for providing any notice or statements to Owners for the same. Payment of the quarterly installments of the Regular Assessment shall be made to the Board or a Managing Agent, as directed by the Board, provided, however, Owners may elect to pay assessments semiannually or annually, in advance.

**Section 9.4. Special Assessments.** From time to time, Common Expenses of an unusual or extraordinary nature, or not otherwise anticipated, may arise. At such time, unless otherwise provided in this Declaration, the Articles, the By-Laws, or the Act, the Board shall have the full right, power and authority to make Special Assessments which, upon resolution of the Board, shall become a lien on each Lot, prorated in equal shares (herein called "Special Assessment"); provided, that any such Assessment shall have the assent of two-thirds (2/3) of the votes of Owners who are voting in person or by proxy, at a meeting duly called for this purpose at which a quorum is represented. Without limiting the generality of the foregoing provisions, Special Assessments also may be made by the Board from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration.

**Section 9.5. Failure of Owner to Pay Assessments.** No Owner may exempt himself or herself from paying Regular Assessments and Special Assessments, or from contributing toward the expense of administration and of maintenance and repair of the Common Property, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Property or by abandonment of the Lot belonging to him or her. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one Person, the liability of such Persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments or Special Assessments when due, the lien for such Assessment on the Owner's Lot may be filed and foreclosed by the Board for and on behalf of the Corporation as a mortgage on real property or as otherwise provided by law. Upon the failure of an Owner to make payments of any Regular or Special Assessments within ten (10) days after such are due, the Board, in its discretion, may:

- (a) impose a late charge, which will be considered an addition to the Assessment, in an amount to be determined by the Board of up to twenty-five percent (25%) of the amount of the Assessment;
- (b) accelerate the entire balance of the unpaid Assessments for the remainder of the fiscal year and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary;
- (c) suspend such Owner's right to use the amenities as provided in the Act; and
- (d) suspend such Owner's right to vote as provided in the Act.

In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Lot shall be jointly and severally liable for the payment to the Corporation of reasonable rental for such Lot and the Board shall be entitled to appointment of a receiver for the purpose of preserving the Lot and to collect the rentals and other profits therefrom for the benefit of the Corporation to be applied to the unpaid Regular Assessments or Special Assessments. The Board may, at its option, bring suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Corporation, shall be entitled to recover from the Owner of the respective Lot, costs and expense of such action incurred (including, but not limited to, reasonable attorneys' fees).

The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Notwithstanding anything contained in this Section or elsewhere in this Declaration, the Articles or the By-Laws, any sale or transfer of a Lot to a Mortgagee pursuant to a foreclosure on its mortgage or a conveyance in lieu thereof, or a conveyance to any Person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installments which become due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such a lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Lot from which it arose).

**Section 9.6. Annual Accounting.** Annually, after the close of the fiscal year of the Corporation, the Board shall cause a financial statement to be prepared by a certified public accountant. Such financial statement will be made available to any Owner upon written request.

**Section 9.7. Optional Collection and Enforcement.** All Regular Assessments and Special Assessments for Common Expenses incurred by the Dual Corporation may be collected from the Owners of Lots by the Champions Village Homeowners Association, Inc., (the "Corporation"), at the same time as, and in the same manner as, and along with the periodic assessments payable to such Association. Such manner of collection shall not be mandatory, but instead shall be at the discretion and election of the Boards of Directors of the two associations. Upon such election, all provisions for and obligations of the Owners with

respect to the enforcement, payment and collection of Regular and Special Assessments for the Common Expenses of the Dual Corporation and liens resulting therefrom shall be enforceable by the Champions Village Homeowners Association, Inc. (the "Corporation") or by the Dual Corporation. The Corporation is authorized and empowered by the Declaration of the Dual Corporation to sue any Owner in law and/or equity in any proper venue and court having jurisdiction, or to take any other legal or equitable action of any nature whatsoever for and on behalf of the Dual Corporation.

## ARTICLE X

### Development Control Committee

**Section 10.1. Purpose of Committee.** This is a standing committee of the Corporation and the Board of Directors. Its main purpose is to control, and ensure, that changes in Owner's dwellings and Lots comply with all of the Restrictions set forth in this Declaration. Further, it shall ensure that all such changes do not detract from the values of existing Real Estate; will maintain a harmonious relationship among the dwellings and/or other structures, improvements and the natural vegetation and topography; and, will preserve the natural quality and aesthetic appearance of existing geographical areas within the development.

**Section 10.2. Membership.** This committee shall consist of three (3) members. One member, the Chairperson, shall be a member of the Board of Directors, and elected by such Board. The other two members shall be appointed by the Board and may be members of the Board or the Owner of a Lot, as determined by the Board. Members serve at the complete discretion of the Board.

**Section 10.3. Powers of Committee.** In general, no dwelling, structure or improvement of any type or kind shall be constructed, changed, or placed on any Lot; no exterior of a dwelling or structure shall be repainted; no exterior change in, addition to, or alteration of a dwelling, or structure shall be made; and no change in the appearance of a Lot such as changes in landscaping (including the addition or removal of trees) shall be made unless and until prior approval is obtained from the Committee, except where a specific provision is made in an individual Restriction in Section 5.8 of this Declaration. Requests for approval shall be submitted as follows:

(a) **Repainting of Exterior of Dwelling.** Owners shall have the right to repaint their dwelling without approval providing the color (siding or trim) does not change. If, however, a change in the color (siding or trim) is to be made, the Owner shall submit a Request For Improvement And Alteration Approval form to the Committee and obtain approval before initiating such change. The type and color shall be specified and a paint sample (of the proposed color) shall be attached. An Exterior Paint Sample Guide has been prepared to assist Owners in their paint selection. The Sample Guide and Approval forms are available at the Clubhouse office.

(b) **Changes, Additions or Alterations in Landscaping.** For major (hereinafter defined) changes, additions or alterations to the Lot, including but not limited to landscaping, Owners shall prepare and submit a Request For Improvement and Alteration Approval form to the Committee. This form will identify the specific change, addition or alteration being proposed. A site plan clearly showing the scope of such change or addition shall be attached. The term "major", as used in this context, shall include by example, the addition, removal or replacement of ornamental or shade trees or large shrubs (which are currently three (3) feet or more in height or will reach that height at maturity), establishment of large, new planting beds, the addition of ornamental or decorative yard objects in excess of three (3) feet in height such as a flag pole, a trellis, etc., or a reflective pool or rock garden, etc. No approval is required, however, for the addition of flowers, plants or small shrubs, in original planting beds, which are intended to enhance the beauty or value of the Lot.

(c) **Changes, Additions or Alterations in Exterior of Dwelling.** Owners shall prepare and submit a Request For Improvement and Alteration Approval form to the Committee. This form will identify the specific change, alteration or addition being proposed, as stated below:

(1) If replacement of, or change in, exterior doors (including garage doors), windows, shutters, etc., Owner must provide a sample of the manufacturer's literature clearly showing the style and design of the item(s) to be installed.

(2) If enclosing a porch, making an addition to a porch, adding a patio or deck or making any other exterior structural modification, Owner shall provide two (2) complete sets of plans (scale 1" equals 10 feet) and specifications clearly showing the scope of the change or addition. In the case of an addition, such plans shall include site plans showing the location of all such improvements upon the Lot. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with



any other material or information which may aid the committee in its decision making process. There shall also be submitted, where applicable, copies of the permits or plat plans required by law

(d) **Power of Disapproval** The Committee may refuse to grant permission to remove trees, repaint, construct, place or make requested improvement, when:

- (1) the plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of any of the Restrictions;
- (2) the design or color scheme of a proposed repainting or improvement is not in harmony with the general surroundings of the Lot, or with other dwellings in the development, or would, in the opinion of the Committee, adversely affect the aesthetic appearance of the development
- (3) the proposed improvement, or any part thereof, or proposed tree removal, would, in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of the other Owners.

(e) **Action by the Committee** The Committee shall approve or disapprove proposed improvements within fifteen (15) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval

(f) **Right of Owners.** In the event an Owner is not satisfied with the decision of the Committee, he or she may appeal the such decision to the Board of Directors at their next scheduled meeting. However, the Secretary of the Board or the Property Manager shall be notified at least seven (7) days in advance of the meeting date, of such intentions.

(g) **Liability of Committee.** Neither the Committee nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto

(h) **Inspection.** The Committee may inspect any work being performed with its permission to assure compliance with the Restrictions and applicable regulations

(i) **Owner's Responsibility.** Each Owner shall be solely responsible for loss or damage to the improvements and his personal property located on his Lot, however caused. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk

## **ARTICLE XI**

### **Duration; Benefit and Enforcement**

**Section 11.1. Duration.** This Declaration and the Restrictions shall run with and bind the Real Estate for a term commencing on the date this Declaration is recorded in the Office of the Recorder of Marion County, Indiana, and expiring December, 31, 2020, after which time they shall be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then Owners of the Lots it is agreed to change this Declaration or the Restrictions in whole or in part, or to terminate the same.

**Section 11.2. Benefit and Enforcement.** In the event of a violation, or threatened violation, of any of the Covenants, Conditions or Restrictions set forth in this Declaration, the Corporation or any Owner shall have the right to enforce the Covenants, Conditions and Restrictions contained herein and to pursue any and all remedies at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the Covenants, Conditions and Restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof. The failure or delay at any time of the Corporation, the Owners, or any other Person entitled to enforce this Declaration and the Restrictions, to enforce any of the same shall in no event be deemed a waiver of the same, or of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

**Section 11.3. Government Enforcement.** The Metropolitan Development Commission of Marion County, Indiana, its successors and assigns, shall have no right, power, or authority to enforce any covenants, commitments, restrictions, or other limitations contained herein other than those covenants, commitments, restrictions, or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan

Development Commission from enforcing any provisions of the Subdivision Control Ordinance 58-AO-3, as amended, or any conditions attached to approval of the plats of Champions Village by the Plat Committee.

**ARTICLE XII**

**Other Associations**

Section 12.1. Owner's Other Obligations. The Villages Umbrella Homeowners Association, Inc, an Indiana not-for-profit corporation was formed under provisions of the Umbrella Declaration of Covenants and Restrictions for the Villages Communities. The "Villages Communities" encompass the Cape Cod, Champions Village, Fountain Village, Village Gate and Village Woods developments. Owners of Lots in each of these developments are automatically members of, and shall pay mandatory dues and/or assessments to, this association. Its purpose is to provide for the maintenance and control of landscaping (such as the boulevard on Village Way) and drainage systems common to, integrated with and benefiting the stated developments. The covenants, conditions and restrictions, contained within the above stated document, are separate and distinct from the Restrictions included in this Declaration.

**ARTICLE XIII**

**Amendment**

Section 13.1. Right to Amend. The Corporation shall have the right to amend this Declaration at any time, and from time to time, upon the recommendation of an amendment to the Corporation by its Board, and the subsequent approval of such amendment by both the Owners of at least sixty-six and two-thirds percent (66 2/3%) of the Lots and seventy-five percent (75%) of the Mortgagees who have made their mortgage interests known to the Board. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Corporation, setting forth facts sufficient to indicate compliance with this Article, and such amendment shall not be effective until recorded in the Office of the Recorder of Marion County, Indiana. The procedure for amendment as set forth in the By-Laws

**ARTICLE XIV**

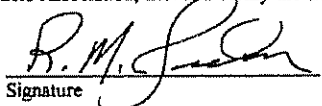
**Severability**

Section 14.1. Statement of Fact. Each of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every combination of the Restrictions. The invalidity of any Covenant, Condition, Restriction, limitation or other provisions of this Declaration, the Articles of Incorporation, or the By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles or the By-Laws and each shall be enforceable to the greatest extent permitted by law.

**ARTICLE XV**

**Certification**

IN WITNESS WHEREOF, I, the undersigned, do hereby execute these Amended, Restated and Consolidated Declaration of Covenants and Restrictions of Champions Village Homeowners Association, Inc. and certify the truth of the facts herein stated, this 22<sup>nd</sup> day of April, 1999.



Signature

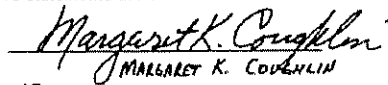
R. M. Jordan

Printed

President

Title

I affirm, under the penalties for perjury, that the above statements are true and correct to the best of my knowledge and belief.

  
MARGARET K. COUGHLIN

STATE OF INDIANA )  
 )  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared B.M. Jordan  
the President of Champions Village Homeowners Association, Inc., who acknowledged execution of the foregoing Amended,  
Restated and Consolidated Declaration of Covenants and Restrictions for and on behalf of the Champions Village Homeowners  
Association, Inc., and who having been sworn, stated that the regulations contained herein are true

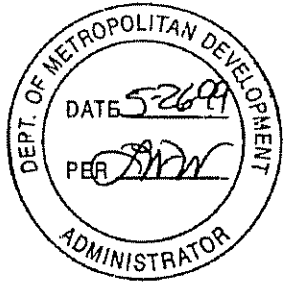
Pamela Young  
Notary Public  
Pamela J. Young  
Printed

Witness my hand and Notarial Seal this 22<sup>nd</sup> day of April, 1999

My commission expires:

PAMELA YOUNG  
NOTARY PUBLIC IN THE STATE OF INDIANA  
IN MARION COUNTY  
COMMISSION EXP. JAN. 2000

Residence County Hamilton



★ This instrument prepared by, and should be returned to, P. Thomas Murray, Jr, EADS & MURRAY, P C, Attorneys at law, 7351  
Shadeland Station, Suite 185, Indianapolis, IN 46256. (317) 842-8550

**AMENDED, RESTATED AND CONSOLIDATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
CHAMPIONS VILLAGE**

**EXHIBIT 1**

Part of the Southeast Quarter and a part of the Southwest Quarter of Section 13, Township 17 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Southwest Quarter; thence South 89 degrees 23 minutes 25 seconds West along the South line of said Southwest Quarter 654.50 feet to the Southward prolongation of an existing North-South fenceline running near the West line of the East Half of the East Half of said Southwest Quarter; thence North 00 degrees 01 minutes 30 seconds East along said North-South fenceline 964.60 feet to the Point of Beginning; thence continuing North 00 degrees 01 minutes 30 seconds East along said North-South fenceline 112.24 feet to a point being 1076.77 feet North of the South line of said Southwest Quarter Section as measured perpendicular to said South line; thence North 89 degrees 23 minutes 25 seconds East parallel with said South line a distance of 8.99 feet to a point that is 2052.52 feet East of the West line of said Southwest Quarter Section; thence North 00 degrees 25 minutes 32 seconds East parallel with the West line of said Southwest Quarter Section, a distance of 280.05 feet to a point on the North line extended of Champions Village Section 1, the plat of which is recorded as Instrument No. 86-31875 in the Office of the Recorder of said county, also being a point on the South line extended of Cape Cod Village Section I the plat of which is recorded as Instrument No. 86-82487 in said Office of the Recorder, thence North 90 degrees 00 minutes 00 seconds East along said north line extended of Champions Village Section I, and along said South line and said South line extended a distance of 629.43 feet to the Northwest corner of Common Area :Lake #3 of said Champions Village Section I; thence on the following five (5) courses along the Westerly line of said Champions Village Section I: 1) South 29 degrees 48 minutes 12 seconds East 142.71 feet; 2) South 21 degrees 06 minutes 09 seconds East 55.00 feet; 3) South 12 degrees 57 minutes 02 seconds East 84.58 feet; 4) South 49 degrees 58 minutes 26 seconds East 42.85 feet; 5) South 28 degrees 26 minutes 42 seconds West 121.96 feet; thence North 90 degrees 00 minutes 00 seconds West 724.95 feet to the Point of Beginning.

ALSO:

Part of the Southeast Quarter and the Southwest Quarter of Section 13, Township 17 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of said Southwest Quarter of Section 13, thence South 89 degrees 23 minutes 25 seconds West along the South line of said Quarter Section 654.50 feet to the Southward prolongation of an existing North-South fenceline, running near the West line of the East Half of the East Half of said Southwest Quarter Section; thence North 00 degrees 01 minutes 30 seconds East along said North-South fenceline 964.60 feet; thence North 90 degrees 00 minutes 00 seconds East 724.95 feet; thence North 28 degrees 26 minutes 42 seconds East 121.96 feet; thence North 49 degrees 58 minutes 26 seconds West 42.85 feet; thence North 12 degrees 57 minutes 02 seconds West 84.58 feet; thence North 21 degrees 06 minutes 09 seconds West 55.00 feet; thence North 29 degrees 48 minutes 12 seconds West 142.71 feet; thence North 90 degrees 00 minutes 00 seconds East 535.59 feet; thence South 00 degrees 00 minutes 00 seconds East 110.49 feet to the point of curvature of a curve concave Westerly having a central angle of 28 degrees 48 minutes 15 seconds and a radius of 256.00 feet; thence Southerly and Southwesterly along said curve an arc distance of 128.70 feet (said arc being subtended by a chord bearing South 14 degrees 24 minutes 07 seconds West and having a length of 127.35 feet); thence South 28 degrees 48 minutes 15 seconds West 219.15 feet to the point of curvature of a curve concave Easterly having a central angle of 40 degrees 08 minutes 52 seconds and a radius of 544.00 feet; thence southerly along said curve an arc distance of 381.19 feet (said arc being subtended by a chord bearing South 08 degrees 43 minutes 49 seconds West and having a length of 373.44 feet); thence South 11 degrees 20 minutes 37 seconds East 146.34 feet to the point of curvature of a curve concave Westerly having a central angle of 31 degrees 32 minutes 36 seconds and a radius of 177.00 feet; thence Southerly along said curve an arc distance of 97.44 feet (said arc being subtended by a chord bearing South 04 degrees 25 minutes 41 seconds West and having a length of 96.22 feet); thence South 20 degrees 11 minutes 59 seconds West 105.16 feet to the point of curvature of a curve concave Easterly having a central angle of 20 degrees 48 minutes 56 seconds and a radius of 223.00 feet; thence Southerly along said curve an arc distance of 81.02 feet (said arc being subtended by a chord bearing South 09 degrees 47 minutes 31 seconds West and having a length of 80.57 feet); thence South 00 degrees 36 minutes 57 seconds East 134.30 feet to the South line of said Southeast Quarter Section; thence South 89 degrees 23 minutes 03 seconds West along said South line 300.95 feet to the Southwest corner of said Quarter Section and the point of beginning

**JOINT MAINTENANCE AGREEMENT**

This Joint Maintenance Agreement ("Agreement") is effective as of the 1st day of January, 2000, by and among Villages Umbrella Homeowners Association, Inc ("Umbrella Association"), Fountain Village Homeowners Association, Inc. ("Fountain Village"), Village Woods Homeowners Association, Inc. ("Village Woods"), Champions Village Homeowners Association, Inc. ("Champions Village"), Village Gate Homeowners Association, Inc. ("Village Gate") and Cape Cod Village Homeowners Association, Inc. ("Cape Cod Village "), all collectively referred to as the "Associations".

**RECITALS**

WHEREAS, the Umbrella Association is an umbrella or master homeowners association responsible for certain maintenance, repair and replacement of certain Community Facilities of all of the Villages hereinafter mentioned, pursuant to the Umbrella Declaration of Covenants and Restrictions for The Village Communities, dated December 30, 1986, and recorded March 3, 1987, in the Office of the Recorder of Marion County, Indiana, as Instrument No 87-0022806, with said Umbrella Declaration being applicable to the real estate described in Exhibit "A" hereto; and

WHEREAS, Fountain Village is a homeowners association responsible for certain maintenance, repair and replacement of certain Common Areas within the Marion County subdivision known as Fountain Village, pursuant to the Declaration of Covenants and Restrictions of Fountain Village, dated September 11, 1987, and recorded October 20, 1987, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 87-0120928, and the Supplemental Declaration of Covenants and Restrictions of Fountain Village, dated September 11, 1987, and recorded October 20, 1987, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 87-0120929; and

WHEREAS, Village Woods is a homeowners association responsible for certain maintenance, repair and replacement of certain Common Areas within the Marion County subdivision known as Village Woods, pursuant to the Declaration of Covenants and Restrictions of Village Woods, dated June 10, 1987, and recorded June 12, 1987, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 87-0067928, and the Supplemental Declaration of Covenants and Restrictions of Village Woods, dated April 6, 1988, and recorded April 11, 1988, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 88-32396; and

WHEREAS, Champions Village is a homeowners association responsible for certain maintenance, repair and replacement of certain Common Areas within the Marion County subdivision known as Champions Village, pursuant to the Amended, Restated and Consolidated Declaration of Covenants and Restrictions for Champions Village, dated April 22, 1999, and recorded May 26, 1999, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 1999-0103566; and

09/12/00 11:11AM WANDA MARTIN MARION CTY RECORDER JAN 17.00 PAGES: 5

Inst # 2000-0143188

WHEREAS, Cape Cod Village is a homeowners association responsible for certain maintenance, repair and replacement of certain Common Areas within the Marion County subdivision known as Cape Cod Village, pursuant to the Declaration of Covenants, Conditions and Restrictions of Wildridge Development Co., Inc., dated August 26, 1986, and recorded August 27, 1986, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 86-0082486; and

WHEREAS, Village Gate is a homeowners association responsible for certain maintenance, repair and replacement of certain Common Areas within the Marion County subdivision known as Village Gate, pursuant to the Declaration of Covenants, Conditions and Restrictions of Village Gate, Section I, dated April 17, 1986, and recorded April 17, 1986, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 86-0031874, the Declaration of Covenants, Conditions and Restrictions of Village Gate, Section II, dated August 25, 1986, and recorded August 26, 1986, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 86-0081953, and the Declaration of Covenants, Conditions and Restrictions of Village Gate, Section III, dated June 10, 1987, and recorded June 12, 1987, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 87-0067929; and

WHEREAS, the Associations have historically exercised their respective responsibilities in a cooperative manner within the intent of the Declarations with respect to the lakes and drainage system and are desirous of memorializing their cooperative efforts and division of responsibilities in writing; and

WHEREAS, the above-stated communities are sometimes referred to herein separately and collectively as "Village" or "Villages", respectively.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other valuable consideration, the Associations hereby agree:

1. The above Recitals are hereby incorporated herein and made a part hereof by reference
2. The lakes within each of the Villages are connected and, with all pipes and conduits connecting same, constitute a single drainage system, commonly discharging outside of the property of any of the Villages, serving all the Villages separately and collectively.
3. Each Association owns the fee simple title to the common areas that encompass and lie under each of the respective lake, lakes or any parts thereof in their respective Villages as shown by the plats filed with the Marion County Recorder's Office
4. The Umbrella Association shall be responsible for all chemical treatments and processes applied to and in connection with all lakes within all the Villages and shall be responsible for the maintenance, repair and replacement of all pipes and conduits connecting all

lakes within the Villages and used in connection with the drainage system and the discharge thereof, except to the extent that any such maintenance, repair or replacement is or becomes the responsibility of any governmental entity.

5. As to each lake or lakes, or any parts thereof lying with each respective Village, each Association of such respective Village shall be responsible for erosion control, including but not limited to the repair, maintenance, placement and replacement of rip rap, and for the eradication of all animal pests, including but not limited to muskrats.

6. The cost and expense of such above-stated maintenance, repair or replacement and other responsibilities incurred by each Association, shall be a part of and included in any common expenses of such Association and collected along with and in the same manner as any common expenses for such Association.

EXECUTED on the 28<sup>th</sup> day of July, 2000, but effective as of January 1, 2000.

Villages Umbrella Homeowners  
Association, Inc

By Donald R. Hueber  
\* Donald R. Hueber, President

Fountain Village Homeowners  
Association, Inc

By Donald Runkle  
Donald Runkle, President

Village Woods Homeowners  
Association, Inc.

By William Scruggs  
William Scruggs, President

Champions Village Homeowners  
Association, Inc.

By Donald R. Hueber  
Donald R. Hueber, President

Village Gate Homeowners  
Association, Inc.

By David Mount  
David Mount, President

Attest: Kimberly S. Huff  
Kimberly S Huff, Secretary

Cape Cod Village Homeowners  
Association, Inc.

By Lawrence Metzelaar  
Lawrence Metzelaar, President

Attest: Kimberly S. Huff  
Kimberly S Huff, Secretary

ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Donald R. Hueber, the President of Villages Umbrella Homeowners Association, Inc. and Champions Village Homeowners Association, Inc., Donald Runkle, the President of Fountain Village Homeowners Association, Inc., William Scruggs, the President of Village Woods Homeowners Association, Inc., David Mount, the President of Village Gate Homeowners Association, Inc., and Lawrence Metzelaar, the President of Cape Cod Village Homeowners Association, Inc. who acknowledged execution of the foregoing agreement for and on behalf of said corporations, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 28<sup>th</sup> day of July, 2000.

My Commission Expires

7-29-06

Residing in Marietta  
County, Indiana

M. Jane Hurler  
Signature

M. JANE HURLER  
Printed  
Notary Public

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., Esq., Eads & Murray, P.C., 7321 Shadeland Station, Suite 250, Indianapolis, IN 46256 (317) 842-8550

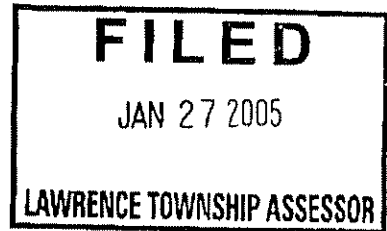


EXHIBIT A

Land being a part of the Southeast Quarter and the Southwest Quarter of Section 13, Township 17 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of said Southwest Quarter of Section 13; thence South 89°23'25" West along the South line of said Quarter-Section 654.50 feet to the southward prolongation of an existing north-south fence line, running near the West line of the East half of the East half of said Southwest Quarter; thence North 00°01'30" East along said north-south fence line 2651.22 feet to the east-west half-section line of said Section 13; thence North 89°18'19" East along said east-west half-section line 2706.40 feet to the Northwest corner of Hunters Glen 5th Section, as per plat thereof recorded as Instrument No. 79-58107 in the Office of the Recorder of Marion County; thence on the following four courses along the West line of Hunters Glen 5th Section: (1) South 00°25'45" East 205.28 feet (South 00°02'58" West 206.92 feet plat); (2) South 00°09'16" West (South 00°43'00" West plat) 700.00 feet; (3) South 00°41'57" West (South 01°15'41" West plat) 300.01 feet; (4) South 02°53'40" West (South 03°27'24" West plat) 62.73 feet to the Southwest corner of said Hunters Glen 5th Section, being also the Northwest corner of Hunters Glen 3rd Section, as per plat thereof recorded as Instrument No. 78-80695 in said Office of the Recorder; thence on the following two courses along the West line of Hunters Glen 3rd Section: (1) South 02°53'40" West (South 03°27'24" West plat) 37.97 feet; (2) South 00°45'19" West (South 01°19'03" West plat) 380.08 feet to the Southwest corner of said Hunters Glen 3rd Section, being also the Northwest corner of Hunters Glen 4th Section, as per plat thereof recorded as Instrument No. 76-53965 in said Office of the Recorder; thence on the following nine courses along the West line of Hunters Glen 4th Section: (1) South 00°36'16" West (South 01°10'00" West plat) 19.93 feet; (2) South 00°19'05" West (South 00°52'49" West plat) 250.00 feet; (3) South 00°49'40" East (South 00°15'56" East plat) 99.96 feet; (4) South 00°15'18" East (South 00°18'26" West plat) 100.07 feet; (5) South 00°19'05" West (South 00°52'49" West plat) 100.00 feet; (6) South 01°27'50" West (South 02°01'34" West plat) 100.02 feet; (7) South 00°01'54" West (South 00°35'38" West plat) 100.00 feet; (8) South 01°23'24" West (South 01°58'08" West plat) 78.96 feet; (9) South 00°19'05" West (South 00°52'49" West plat) 121.06 feet to the South line of said Southeast Quarter section; thence South 89°23'03" West along said South line 2033.47 feet to the Southwest corner of said Quarter-Section and the Point of Beginning, containing 164.394 acres, more or less; subject to highways, rights-of-way and easements.

EXCEPT, all that part of subject real estate lying North of a line 1076.77 feet north of the South line of the Southwest Quarter of Section 13, Township 17 North, Range 4 East and West of a line 2052.52 feet East of the West line of said Quarter Section.



Cross-Reference: 1986-31876; 1987-22807;  
1999-103566

**SECOND AMENDED, RESTATED AND CONSOLIDATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR CHAMPIONS VILLAGE**

This Second Amended, Restated and Consolidated Declaration of Covenants and Restrictions for Champions Village was executed the day set forth below.

**WITNESSETH:**

WHEREAS, the Champions Village subdivision located in Marion County was established by a certain Declaration of Covenants and Restrictions of Champions Village which was recorded on April 18, 1986, as **Instrument No. 1986-31876** in the Office of the Recorder of Marion County, Indiana (hereafter, "Declaration"); and a certain Supplemental Declaration of Covenants and Restrictions of Champions Village which was recorded on March 3, 1987, as **Instrument No. 1987-22807** in the Office of the Recorder of Marion County, Indiana (hereafter, "Supplemental Declaration"); and

WHEREAS, Plats filed with the Office of the Recorder of Marion County, Indiana established two (2) sections of Champions Village consisting of a total of one hundred twenty (120) Lots, plus Common Areas; and

WHEREAS, the Supplemental Declaration was amended by the developer by a certain First Amended and Restated Supplemental Declaration of Covenants and Restrictions of Champions Village which was recorded on April 11, 1988, as **Instrument No. 1988-32397** in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the original developer of Champions Village desired to provide for the preservation and enhancement of the values and amenities in such community and the Common Areas therein contained, and to this end, the original developer subjected the property to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent provided in the Declaration and Supplemental Declaration, for the benefit of Champions Village and each Owner; and

WHEREAS, under the terms of the Declaration and Supplemental Declaration, the Champions Village Real Estate was, 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 set forth in the Declaration and the Supplemental Declaration, all of which were and are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate, and were and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and of each of the Lots situated

therein, and ran and shall continue to run with the land and be binding upon all parties having any right, title or interest in the Real Estate, and upon their heirs, successors and assigns; and

WHEREAS, in 1999, the Owners within Champions Village desired to further amend the Declaration and the Supplemental Declaration, and to restate and consolidate the same into a single document for the convenience of the Owners; and

WHEREAS, after approval by the Owners, the Amended, Restated and Consolidated Declaration of Covenants and Restrictions for Champions Village was recorded on May 26, 1999, as **Instrument No. 1999-103566** in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Board of Directors of Champions Village Homeowners Association, Inc. ("Corporation") and the Owners within Champions Village desired to further amend the Declaration; and

WHEREAS, after written notice was duly given, the Annual Meeting of the Owners and the Corporation was held on November 16, 2004; and

WHEREAS, one of the purposes of said Annual Meeting as stated in the notice for the meeting was for the Corporation's members to discuss and vote upon amendments pertaining to leasing restrictions that would result in a new Article XV being added to the end of the Declaration; and

WHEREAS, the Owners of Eighty-Four (84) Lots voted in favor of amending the Declaration by adding a new Article XV to the end thereof, including Sections 15.1 through 15.8, pursuant to the terms below; and

WHEREAS, such Owners constitute more than sixty-six and two-thirds percent (66 2/3%) of all Owners of the one hundred twenty (120) Lots in Champions Village.

NOW, THEREFORE, the Amended, Restated and Consolidated Declaration of Covenants and Restrictions which is applicable to all Owners and residents within Champions Village is hereby further amended, restated and consolidated as follows:

**ARTICLE I**  
**Definitions**

Section 1.1. Words and Terms. The following words and terms, when used herein, or in the Articles of Incorporation, or the By-Laws, or in any supplements or amendments to these stated documents, unless the context clearly requires otherwise, shall have the following meanings:

(a) "Act" shall mean and refer to the Indiana Nonprofit Corporation Act of 1991, as amended;

- (b) "Articles" shall mean and refer to the Articles of Incorporation of the Corporation, as the same may be amended from time to time;
- (c) "Assessment" shall mean and refer to the share of the Common Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of this Declaration;
- (d) "Board" or "Board of Directors" shall mean and refer to the governing body of the Corporation, elected, selected or appointed as provided in the By-Laws;
- (e) "By-Laws" shall mean and refer to the By-Laws of the Corporation, as the same may be amended from time to time;
- (f) "Common Area" shall mean and refer to those areas designated on the plats as such, and which are owned by the Corporation;
- (g) "Common Expenses" shall mean and refer to expenses of administration of the Real Estate and the expenses for maintenance, repair, upkeep and replacement of the Common Property, (including Real Estate taxes and utilities), and all sums lawfully assessed against the Owners of the Corporation, and all sums, costs and expenses declared by this Declaration or the By-Laws to be Common Expense;
- (h) "Common Property" shall mean and refer to all real and personal property which is in the nature of common or public improvements or areas, and which is located in, upon, or under the Common Areas, easements, or streets within Champions Village. Without limiting the generality thereof, Common Property shall include, to the extent not publicly dedicated, all streets, curbs, water mains, fire hydrants, the drainage system, the sewage system, street lights and street signs, public sidewalks, lakes, retention ponds, parks, and open spaces;
- (i) "Condition" shall mean anything required before the performance or completion of something else, or a provision stipulating some specific thing;
- (j) "Corporation" shall mean and refer to the Champions Village Homeowners Association, Inc., an Indiana nonprofit corporation, its successors and assigns;
- (k) "Covenant" shall mean a provision limiting the use of property and prohibiting certain use;
- (l) "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants and Restrictions, as the same may be amended from time to time;
- (m) "Dual Corporation" and "Dual Board" shall mean and refer to the Cape Cod - Champions Village Homeowners Association, Inc., an Indiana nonprofit corporation, its

successors and assigns, and the board of directors who are responsible its for administration, respectively;

(n) "Lot" shall mean and refer to each Lot as so designated on the Plats of Champions Village as recorded in the Office of the Recorder of Marion County, Indiana, including any residential dwelling constructed thereon;

(o) "Managing Agent" and "Property Manager" shall mean and refer to the Person designated by the Board to assist in the administration of their duties and obligations, as provided in the By-Laws;

(p) "Mortgagee" shall mean and refer to any holder, insurer or guarantor of any first mortgage on a Lot;

(q) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot in Champions Village, but in any event shall not include or mean to refer to a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any Lot, but upon so acquiring title to any Lot, a mortgagee or tenant shall be an Owner. It also excludes those persons having such interest merely as security for the performance of an obligation;

(r) "Person" shall mean and refer to an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof;

(s) "Real Estate" shall mean and refer to the parcel(s) of real estate in Marion County, Indiana as set forth in Exhibit 1 to this Declaration. It encompasses all of the 120 Lots, and the Common Property of the Corporation;

(t) "Restriction" shall mean and refer to the agreements, covenants, conditions, restrictions, easements, assessments, charges, liens and all other provisions set forth in this Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations adopted by the Board of Directors, as the same may be amended from time to time;

## **ARTICLE II**

### **Purpose**

Section 2.1 This Document. This Declaration establishes the Covenants, Conditions and Restrictions intended to control, insure and protect the integrity of Champions Village, protect the rights of Owners, regulate certain activities conducted on an Owner's Lot to preserve, to the extent possible, the peace and tranquility which should be afforded to all Owners and residents, protect and enhance Real Estate values, insofar as possible, and to preserve the natural quality and aesthetic appearance of the existing geographical areas within such development. It also sets forth certain obligations and responsibilities of Owners of Lots, and provides the method of funding the activities of the Corporation.

Section 2.2. Related Documents. Separate, but related documents: the Articles of Incorporation, defines the basic corporate structure of the Corporation; the By-Laws further define the corporate and operational structure and contain other provisions relating to the business of the Corporation, the conduct of its affairs, and the rights and powers of the Owners, Directors and Officers.

**ARTICLE III**  
**Interpretation**

Section 3.1. Captions and Titles. The captions and titles of the various articles, sections, subsections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

**ARTICLE IV**  
**Declaration; Acceptance and Ratification**

Section 4.1. Declaration. Each of the Owners within Champions Village shall automatically and mandatorily be members of the Corporation, and shall be entitled to all of the privileges and subject to all of the obligations thereof. The Corporation hereby expressly declares that the Real Estate was and shall be held, transferred and occupied subject to the Restrictions set forth herein.

Section 4.2. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Lots, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles, the By-Laws and the Rules and Regulations as adopted by the Board of Directors, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, the Articles, the By-Laws and the Rules and Regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be Covenants running with the land and shall bind any Person having at any time any interest or estate in a Lot or the Real Estate, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may occupy, use or enjoy or control a Lot or any part of the Real Estate in any manner shall be subject to this Declaration, the Articles, the By-Laws, and the Rules and Regulations applicable thereto as each may be amended or supplemented from time to time.

**ARTICLE V**  
**Character of Development; Restrictions**

Section 5.1. General Description. Champions Village is platted as a zero Lot line development. Each Lot in the development is a residential Lot and shall be used exclusively for single family dwelling purposes. All Lots shall be subject to the easements, Restrictions and

limitations of record, and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

Section 5.2. Type of Structures. No structure shall be erected, placed or permitted to remain on any Lot except a single story residential dwelling with a two car attached garage. Such dwelling shall have a minimum of one thousand two hundred (1,200) square feet of living area. All roof pitches will be four to twelve (4:12) or greater. The word "structure", as used in this context, shall mean: (1) that which is built or constructed; an edifice or building of any kind, and (2) a combination of materials to form a construction for occupancy, use or ornamentation whether installation on, above or below the surface of the parcel of land. Therefore:

- (a) No accessory outbuilding, such as a mini-barn, gazebo, or similar structure shall be erected or permitted on any Lot.
- (b) No used structures shall be relocated or placed on any Lot, nor shall modular or like structures be erected or placed on any Lot.
- (c) No dwelling, which has been partially or totally destroyed by fire or other disaster, shall be allowed to remain on any Lot in such state for more than three (3) months from the time of such destruction or damage.
- (d) No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any Lot.

Section 5.3. Setback Requirements. Specific setback lines concerning front, rear, and boulevard setbacks are set forth in the Plats of the development, which govern the placement of buildings on the Lots. The side yard setback lines shall maintain a minimum distance between buildings of not less than ten (10) feet. Site plans submitted for Improvement Location Permit on each Lot, and any site plan required to be submitted to the Development Control Committee with a Request For Improvement And Alteration Approval form, shall show the building line of improvements on adjacent Lots, if any.

Section 5.4. Streets, Street Signs, Sewers and Sidewalks. All streets, street signs, sewers (both sanitary and surface drainage), and sidewalks were dedicated to the City of Indianapolis, and as such, maintenance is the responsibility of this municipal entity. However, snow removal shall be provided by the Corporation.

Section 5.5. Utility Facilities. All utility facilities shall be underground except when required to be placed above ground for reasons of access or use. All utility meters and HVAC units shall be located in a place unseen or screened from the fronts of dwellings.

Section 5.6. Improvements. No change shall be made in or to the exterior of a dwelling or the appearance of a Lot unless and until such change is approved by the Development Control Committee except as set forth in ARTICLE X, or other rules and regulations adopted by the Board of Directors, from time to time.

Section 5.7. Maintenance of Lots. The Owner of any Lot in the Development shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly, or if neglected, might adversely affect any other Lot or dwelling or any part of the Common Properties; and specifically, such Owner shall:

- (a) mow the Lot and trim shrubbery and trees at such times as may reasonably required in order to prevent infringement on another Lot or against another Owner's dwelling, or to prevent the unsightly growth of vegetation and noxious weeds;
- (b) cut down and remove dead shrubbery and trees on the Lot;
- (c) remove all debris, rubbish or trash on a timely basis and not accumulate or permit the accumulation, out-of-doors, of such refuse on the Lot;
- (d) keep the exterior of all improvements on the Lot in such a state of repair or maintenance as to avoid their becoming unsightly;
- (e) if on a corner Lot, keep trees or shrubs maintained (trimmed) at a sufficient height to prevent an obstruction of sight lines. This Restriction shall mean that:
  - (1) no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the adjoining street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street lot lines and the line connecting points twenty-five (25) feet from the intersection of said street Lot lines (or in the case of a rounded property corner, from the intersection of the street Lot lines extended to form a corner); and
  - (2) for any trees located within the above stated sight line areas on the Lot, the foliage of such trees shall be maintained at sufficient height to prevent obstruction of such sight lines;
- (f) if in a Lot on which any part of an open storm drainage ditch or swale is situated, keep such portion thereof as may be situated on the Lot continuously mowed, unobstructed and in good repair; and
- (g) prevent the existence of any other condition on the Lot that reasonably tends to detract from or diminish the aesthetic appearance of the development.

Section 5.8. Other Restrictions. In addition to the more general Restrictions set forth in the preceding sections, Owners of Lots and/or their tenants are subject to and bound by the following specific Restrictions:

- (a) Driveways shall be concrete and shall not exceed the width of the side boundaries of the garage door.



(b) Garage doors shall be of masonite or wood construction, of the standard style and design currently in place in the Development. An exception to this restriction may be made to permit the installation of an aluminum or metal insulated door, providing approval is obtained, in advance, from the Development Control Committee, and further providing that such insulated door is of a style and design similar to existing doors in the development. Garage doors shall be painted the same as the base (siding) color of the dwelling.

(c) Windows shall be painted the base (siding) color of the dwelling. This restriction does not apply to vinyl windows since they cannot be painted, however, the color of such vinyl windows shall harmonize with the base (siding) color of the dwelling. No raw aluminum windows shall be permitted.

(d) Gutters and downspouts shall be painted the base (siding) color of the dwelling.

(e) Heating and plumbing vent stacks shall be placed in an inconspicuous place and shall not be visible from the street.

(f) Fencing shall be approved as to size, location, height, and composition, before installation, by the Development Control Committee and is subject to the following conditions:

(1) No fence will be higher than six (6) feet;

(2) Wood fencing shall be of a type that does not detract from the appearance or sight line of the adjacent dwellings;

(3) Metal fencing shall have a factory finish, either black or brown; and

(4) No fence shall extend forward of the back corner of the dwelling, except where an open porch is located on the back corner, in which case such fence may be positioned at the forward edge of such porch.

(g) A standard yard light and post shall be in place on each Lot within the Development. All replacements of such lights or posts shall conform to this standard. Both the light and post shall be painted black.

(h) A standard mailbox and post exists within the Development. All replacements of such mailboxes and posts shall conform to this standard. The posts may be left natural or may be painted the base (siding) color of the dwelling. The mailbox shall be painted gray to match other mailboxes.

(i) The placement, installation, use and maintenance of antennas, including satellite dishes, shall be subject to rules and regulations promulgated by the Board.

- (j) Solar panels shall not be allowed.
- (k) Awnings or patio covers shall not be permitted, except with the prior written approval of the Development Control Committee.
- (l) Signs or advertisements shall not be displayed on any Lot or dwelling without prior approval of the Development Control Committee. This restriction does not apply to generally accepted real estate signs. However, only one (1) such sign shall be permitted per Lot, and no such signs shall be placed on any of the Common Property without prior approval of the Property Manager or the Development Control Committee.
- (m) No parking shall be permitted on any Lot other than in the existing driveway. Campers, trailers, recreational vehicles, boats, snowmobiles, or other similar type vehicles shall not be parked on a driveway on any Lot for a period of more than twenty-four (24) hours, unless the same shall be parked in a garage or in such a manner that it is not visible to the occupants of other Lots. Additionally, no vehicle of the type referred to herein shall be permanently parked on any street in such a manner that it restricts use of such street, or in any way prohibited by City Ordinance.
- (n) Lawn furniture, picnic tables, barbecue grills, etc., are permitted providing such objects are confined to rear porches, patios, or decks.
- (o) Ornamental or decorative yard objects, made of concrete, plastic, wood, wrought iron, or similar material such as a flag pole, figurine, bird bath, trellis, etc., a reflective pool or rock garden, etc., may be permitted providing that such objects: (1) enhance the value of the Lot, or surrounding Lots, (2) does not detract from the aesthetic appearance of the Lot, or surrounding lots, and (3) is not objectionable to Owners of adjoining Lots. Objects more than three (3) feet in height, reflective pools, rock gardens and other similar improvements must be approved, prior to installation, by the Development Control Committee.
- (p) No basketball goal shall be mounted or affixed to any dwelling (including the garage) on any Lot, nor shall such goal be set in the ground or placed in any other way on any Lot in such a manner that it is not readily or easily movable or portable. Placement of movable or portable basketball goals, and/or the size, placement, height, and composition of any swing set or similar structure shall be approved, prior to installation, by the Development Control Committee and shall be subject to the Rules and Regulations promulgated by the Board or any Restrictions imposed by the Development Control Committee. The word "structure" as used in this context, shall mean any construction, or any production or piece of work artificially built up or composed of parts joined together in some definite manner.

- (q) No above-ground, or in-ground swimming pool shall be placed, constructed or erected on any Lot. This Restriction shall not be construed to prohibit small, portable pools designed to be used by small children, providing the use of such pool is temporary.
- (r) Hot tubs and outdoor spas may be permitted providing they are located on a back porch, or within an enclosed area where such tub or spa is not readily visible from any street, or a neighbor's dwelling, or where unauthorized access is limited. All such installations shall be approved, in advance, by the Development Control Committee.
- (s) Water wells shall not be drilled on any Lot without advance approval of the Development Control Committee.
- (t) No animals shall be kept or maintained on any Lot, except the usual household pets such as dogs, cats, etc., and in such case such pets shall be kept contained so as not to become a nuisance. The word "contained" as used in this context shall mean the pet: (1) shall be housed indoors, (2) shall not be allowed to infringe on another Owner's Lot, and (3) shall be kept on a leash or contained within an approved fence when outside. It is the responsibility of the pet Owner to "clean-up" after their pet.
- (u) Out-of-doors burning of leaves, refuse or any other type of trash or materials is prohibited.
- (v) Receptacles for ashes, garbage, rubbish, trash, etc., shall be placed and kept inside the garage or another location where they are not visible from the street or adjoining Lots, except at times when refuse collection is to be made. Such refuse shall be placed at the curb the night before or the morning of such pickup.
- (w) Except for LP gas supply cylinders (tanks) not exceeding twenty (20) lbs. of Propane for portable gas grills, no outside storage of combustible fuel such as gasoline, oil, solvents, etc., shall be permitted on any Lot. This restriction does not apply to the temporary storage of firewood for the dwelling fireplace. However, such firewood shall not be placed within five (5) feet of an adjoining dwelling or where it is readily visible from the street.
- (x) Out-of-doors clothes drying shall not be permitted.
- (y) No electronic insect killing devices (commonly called "bug lights" or "bug zappers") shall be operated and placed, erected, or located within twenty-five (25) feet of another Owner's dwelling unit, including patios, decks, porches, or similar structures. Furthermore, there shall be allowed only one (1) such device per Lot. Any violation of this Restriction shall be deemed a nuisance.
- (z) Any permanently affixed or attached exterior stereo speakers or similar devices must be approved, in advance, by the Development Control Committee. Regardless of whether the speakers are permanently affixed or attached or are portable, no Owner, resident, or

guest may use such exterior speakers between the hours of 10:00 p.m. and 8:00 a.m. on weekdays, and between the hours of 11:00 p.m. and 9:00 a.m. on weekends. During the time periods for which the operation or use of said speakers or devices is permitted, the Owner, resident, or guest of a Lot containing such speakers shall not operate the speakers loudly so as to interfere with the peaceful enjoyment of another Owner or resident within the development. In setting the standard for which noise or music is excessive, the Corporation adopts the standard set forth in the City of Indianapolis Ordinance No. 18-2(2) such that if the music or noise is plainly audible within fifty (50) feet of its source, it shall constitute prima facie evidence of a violation of this Restriction. Any violation of this Restriction shall be deemed a nuisance.

(aa) No noxious or offensive activities shall be carried on at or on any Lot in the Development, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot in the Development.

Section 5.9. Remedies for Failure to Comply. In the event that any Owner fails to fully observe the Restrictions and perform the obligations set forth in Sections 5.2, 5.3, 5.6, 5.7 and 5.8, herein above, and in the further event that such failure is not cured within thirty 30 days after written notice of the same is given by the Corporation, the Corporation or any Owner shall have the right to commence judicial proceedings to abate or enjoin such failure, and to take such further action as may be allowed at law or in equity to correct such failure. In the event that such failure causes or threatens to cause immediate and substantial harm to any property outside of such defaulting Owner's Lot or to any Person, the Corporation shall have the right to enter upon such Lot for the purpose of correcting such failure and any harm or damage caused thereby, without any liability whatsoever on the part of the Corporation. All costs incurred by the Corporation in connection with any act or proceeding undertaken to abate, enjoin or correct such failure shall be payable by the defaulting Owner upon demand by the Corporation, and shall immediately become a lien against his or her Lot, subject to the payment and collection in the manner provided for collection of Assessments by the Corporation. The rights of the Owners and the Corporation under this paragraph shall be in addition to all other enforcement rights hereunder at law or in equity.

## **ARTICLE VI**

### **Common Property; Easements; Casualty and Condemnation**

Section 6.1. Common Property. All rights, titles and interests in and to the Common Areas as shown on the plats of Champions Village and as recorded in the Office of the Recorder of Marion County, Indiana, were conveyed to and are owned in fee simple title by the Corporation. These include:

- (a) Common Areas designated as Lake #1, Lake #2, Lake #3, and Lake # 4; and
- (b) Common Areas containing approximately 1.95 acres (the mound or berm) running along the south side of the east/west portion of Champions Drive, then extending along

the west side of Village Way to 86th Street, and then along the north side of 86th Street to the westmost boundary of Champions Village.

Section 6.2. Easement to Corporation. The Corporation has reserved for its benefit, a non-exclusive easement in favor of the Corporation for the maintenance, repairs, replacement and upkeep of the Common Property, as a part of its duties. The cost thereof shall constitute a part of the Common Expenses.

(a) Rules and Regulations. The Board of Directors may adopt such Rules and Regulations concerning maintenance, repair, use and enjoyment of the Common Property as it deems necessary. It may also adopt such Rules and Regulations affecting the Owners Lots and dwellings thereon to control events, conditions or situations which are, or might be, contrary to the interests, welfare or rights of all or any part of the other Owners.

(b) Transfer to Public Agency or Utility. The Corporation reserves the right to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Owners. No such dedication or transfer shall be effective unless or until an instrument of agreement to such dedication or transfer, signed by a majority of the Owners, has been recorded.

Section 6.3. Easements on Lake Property and Other Lots. The plats of Champions Village specify a ten (10) foot easement on all Lots abutting any part of the lakes and an easement on certain other Lots for the purpose of maintenance by the Corporation or utilities, and for ease of use and enjoyment by all Owners of Lots.

Section 6.4. Utility Easements. There is hereby reserved for the purpose of installing and maintaining municipal and public utility facilities, to be perpetual hereof, full right and authority to lay, operate and maintain such drainage facilities, sanitary sewer and water lines, gas and electric lines, communication lines (which includes cable television), and such other further public service facilities as is deemed necessary by the Board. Provided, however, that such utility shall restore the disturbed area as nearly as is possible to the condition in which it was found. No permanent structure, including fences, shall be constructed within such easement area.

Section 6.5. Easement to Owners. Each Owner has a non-exclusive easement for the use, enjoyment and benefit of the Common Property and amenities, subject to all of the Restrictions of this Declaration, other Rules and Regulations adopted by the Board of Directors and/or the Dual Board. Such easement shall be an easement running with and appurtenant to each Lot. No Owner's use of any part of the Common Property or the amenities shall materially interfere with any other Owner's use thereof. Also, such easement is subject to the following Conditions:

(a) Owner's Obligations. Notwithstanding any obligation or duty of the Corporation to repair or maintain any of the Common Property, if, due to the willful, intentional, or negligent acts or omissions of an Owner or a member of his or her family, or a guest,

tenant, or invitee, or other occupant or visitor of such Owner, damage shall be caused to the Common Property, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Corporation, unless such loss is covered by the Corporation's insurance with such policy having a waiver of subrogation clause. If not paid by the Owner upon demand by the Corporation, the cost of repairing such damage shall be added to and become a part of the Assessment to which such Owner's Lot is subject.

(b) Suspension of Owner's Rights. The Board reserves the right to suspend the voting rights of any Owner and his or her rights to use the amenities for any period during which any Assessment against his or her Lot remains unpaid; and for any period during which there is an infraction of the Restrictions.

(c) Delegation of Use. Any Owner may delegate his or her rights of enjoyment to the Common Property to members of his family, his or her tenants, or contract purchasers who reside on any Lot.

(d) Owner's Liability for Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement of any part or portion of the Common Property rendered necessary by his or her negligence, or by that of any member of his or her family, their guests, employees, agents, invitees, or tenants, to the extent that such expense is not covered by the proceeds of insurance with such insurance policy having a waiver of subrogation clause.

(e) Limited Common Area. There is hereby reserved, for the benefit of the Owner of any Lot, a limited common area for the purpose of entering and encroaching upon an adjoining Lot as designated on the plat hereof. Said limited common area is reserved for the limited purpose of performing maintenance and repair work on the dwelling benefited by such area, and for the encroachment, if any, of the roofs, gutters, overhangs or other improvements resulting from the original construction of the adjacent dwelling. The owner of any dwelling built within three (3) feet of a side-yard property line, shall have an express right of access and use for the limited purposes described above, in the limited common area as measured from the side-yard property line. Said area shall be five (5) feet in width as measured from said side-yard property line and as designated on the plat hereof. Any Persons entering upon a Lot under the rights granted hereunder shall be responsible for repair of any damage resulting from the use of the area.

Section 6.6. Casualty and Condemnation. In the event of damage to or destruction of any of the Common Property due to fire or any other casualty or disaster, the Corporation shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Corporation, if any, shall be applied to the cost of such repair and reconstruction.

If the insurance proceeds, if any, received by the Corporation as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or

in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing any Common Property so damaged or destroyed (or the cost thereof in excess of insurance proceed received, if any) shall be assessed by the Corporation against all of the Owners in equal shares without any approval from any Owners. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein. However, notwithstanding the above, if the cost for restoring the damage and repairing and reconstructing any Common Property exceeds the amount of anticipated insurance proceeds by the greater of: (1) twenty percent (20%) of the total estimated costs of repair, or (2) the amount of \$2,500.00, this will require a Special Assessment to be proposed and voted upon by the Owners as provided in Article IX, Section 9.4. If the Owners do not approve such Special Assessment, the repairs to the damaged portion of the Common Property shall not be performed.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the improvement so damaged to as near as possible the same condition as it existed immediately prior to the damage or destruction. Immediately after a fire or other casualty or disaster causing damage to any property for which the Board or Corporation has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board may deem necessary.

In the event of the condemnation of all or any part of the Common Property, the Board is hereby authorized to negotiate with the condemning authority and/or to contest an award made for the appropriation of such Common Property.

## **ARTICLE VII** **Amenities**

Section 7.1. Ownership and Maintenance. All rights, title and interests in and to the amenities are owned in fee simple title by the Dual Corporation and are maintained by such corporation. These amenities are available for the joint use and enjoyment of Owners of Lots in both Champions Village and Cape Cod, and are subject to the rules and regulations adopted by the Dual Board, as they may be amended from time to time. The amenities include:

- (a) a clubhouse with meeting room, party room with kitchen, exercise room and dressing rooms;
- (b) an outdoor swimming pool and hot tub;
- (c) a tennis court; and
- (d) such other amenities as may be deemed desirable by the Dual Corporation.

Section 7.2. Owner's Obligation. Each Owner of a Lot in Champions Village is automatically a member of the Dual Corporation and shall pay mandatory dues and/or assessments to the Dual Corporation for the administration, maintenance and repair of the above amenities. Collection of such dues and assessments shall be made in accordance with Section 9.7. Such dues and/or assessments are in addition to the Owner's obligations to the Champions Village Homeowners Association, Inc. (the "Corporation").

Section 7.3. Authority to Record Declaration pertaining to the "Dual Corporation" and the Common Amenities. The Owners hereby authorize and empower the Board of Directors of Cape Cod-Champions Homeowners Association, Inc. ("Dual Corporation"), an Indiana nonprofit corporation, acting for and on behalf of all Owners within Champions Village, and for their heirs, personal representatives, successors and assigns, to execute a certain "Declaration of Covenants, Conditions and Restrictions of Cape Cod-Champions Village Common Amenities" (hereafter referred to as the "Dual Corporation Declaration") and then to record the same with the Office of the Recorder of Marion County, Indiana. The Owners are already mandatory members of the Dual Corporation pursuant to its Articles of Incorporation as filed with the Indiana Secretary of State and the Dual Corporation's Code of By-Laws, as amended, and the Owners agree to be subject to the Dual Corporation Declaration on behalf of themselves, their heirs, personal representatives, successors and assigns. The purpose of recording the Dual Corporation Declaration will be to correct a mistake which the Champions Village developer made when it failed, through apparent oversight, to record that document. The Dual Corporation Declaration will reaffirm the rights and obligations of the Champions Village Owners and residents, and the Owners and residents of homes within the Cape Cod subdivision, as to the common amenities which are shared by the Owners within both communities and as acquiesced to by the payment of assessments therefor since 1986. The common amenities consist of real estate and improvements thereon such as a clubhouse, swimming pool, and tennis court. The Dual Corporation's real estate is situated between Cape Cod Village and Champions Village and has a common street address of 8830 Champions Drive, Indianapolis, Indiana 46256.

## ARTICLE VIII

### Insurance

Section 8.1. Public Liability. The Corporation shall purchase, and maintain in force, a master comprehensive public liability insurance policy in such amount(s) as the Board shall deem appropriate from time to time; provided, such coverage shall be for at least One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover all of the Common Property and shall insure the Corporation, the Board of Directors, the Officers, any committee or organ of the Corporation or Board, any Managing Agent approved or employed by the Corporation, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate or Common Property. Such public liability insurance policy shall contain a "severability of interest" clause of endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or the other Owners.



Section 8.2. Casualty. The Corporation shall purchase, and maintain in force, a casualty insurance policy with an "agreed amount and inflation guard endorsement" affording fire and extended insurance coverage insuring all Common Property owned by the Corporation including an amount consonant with full replacement value of such property, and improvements (if any). Such insurance coverage shall be for the benefit of each Owner, and if applicable, the Mortgagee of each Owner.

Section 8.3. Annual Review. The Board shall be responsible for reviewing, at least annually, the amount and type of insurance and shall purchase additional insurance as is necessary to provide the coverage required. If deemed advisable by the Board, a qualified insurance appraiser may be employed to determine the full replacement value of the Common Property. The cost of such appraisal shall be a Common Expense of all Owners.

Section 8.4. Casualty Loss Proceeds. All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Corporation as hereinabove set forth shall be paid to it or the Board. In the event that the Board has not posted surety bonds for the faithful performance of their duties as such Directors, or if such bonds do not exceed the funds which will come into its hands, and there is damage to all or part of the Common Property resulting in a loss, the Board shall obtain and post a bond for the faithful performance of its duties in an amount to be determined by the Board, but not less than 150% of the loss, before the Board shall be entitled to receive the proceeds of insurance payable as a result of such loss. The sole duty of the Board in connection with any such insurance proceeds shall be to receive such proceeds as are paid and to hold the same for the purposes elsewhere stated herein, and for the benefit of the Owners of the Corporation. The proceeds shall be disbursed or used by the Corporation or the Board, as appropriate, only in accordance with these By-Laws or the Declaration.

Section 8.5. Right to Subrogation. Casualty insurance policies, and "all risk" coverage, if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer: (1) waives its right to subrogation as to any claim against the Corporation, the Board, the Officers, its agents and employees, Owners, their respective heirs, successors and assigns against the invalidity arising from the acts of the insured, and providing further, if the Board is able to obtain such insurance upon reasonable terms, (2) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners, and (3) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Corporation does not elect to restore.

Section 8.6. Other Insurance. The Corporation shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation and occupational disease insurance, and such other insurance as the Board shall from time to time deem necessary, advisable or appropriate, including but not limited to liability insurance on vehicles owned or leased by the Corporation and officers' and directors' liability policies. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the

Corporation, the Board and any Managing Agent acting on behalf of the Corporation. Each Owner shall be deemed to have delegated to the Board his or her right to adjust with the insurance companies all losses under the policies purchased by the Board, the proceeds of which are payable to the Board or the Corporation.

Section 8.7. General Provisions. The premiums for all insurance hereinabove described shall be paid by the Corporation as part of the Common Expense.

Section 8.8. Owner's Responsibility. Each Owner shall be solely responsible for the loss or damage to the improvements and his or her personal property located on his or her Lot, however caused. Each Owner shall be solely responsible for obtaining his or her own insurance to cover any such loss and risk.

## ARTICLE IX Assessments

Section 9.1. Purpose of Assessments. The Assessments levied by the Corporation shall be used for the administration, maintenance, repair and improvement of the Common Property, including, but not limited to, the payment of taxes and insurance thereon, for the cost of labor, equipment, material, and management furnished with respect to the Common Property, and any and all other Common Expenses.

Section 9.2. Annual Budget. Annually, on or before the date of the annual meeting of the Corporation, the Board of Directors shall prepare, or cause to be prepared, a proposed annual budget for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time of the notice of such annual meeting is mailed or delivered to such Owners.

The annual budget shall be submitted to the Owners at the annual meeting of the Corporation for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the Owners; provided that any increase of more than ten percent (10%) must be approved by a vote of two-thirds (2/3) of the Owners who are voting in person or by proxy at which a quorum is represented, provided further, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended.

Further, the annual budget, the Regular Assessments and all other sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Property, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Property. Such replacement reserve fund shall be maintained by the Corporation in an interest bearing account with one or more banks or savings and loan associations authorized to

conduct business in Marion County, Indiana and insured by a Federal depository agency selected by the Board.

The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as provided, whenever determined.

Section 9.3. Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year as set forth in said budget, contain a proposed assessment against each Lot, which shall be computed by dividing all estimated Common Expenses by the total number of lots in Champions Village, and the quotient shall be the Regular Assessment for each Lot. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided.

Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his or her respective Lot (herein called the "Regular Assessment"). Regular Assessments for the current fiscal year of the Corporation shall become a lien on each separate Lot as of the first day of each fiscal year of the Corporation.

The Regular Assessment against each Lot shall be paid, in advance, in equal quarterly installments commencing on the first day of the first month of each fiscal year and quarterly thereafter through and including the first day of the last quarter of such fiscal year. Such installments shall be due and payable automatically on their respective due dates without notice from the Corporation and neither the Board nor the Corporation shall be responsible for providing any notice or statements to Owners for the same. Payment of the quarterly installments of the Regular Assessment shall be made to the Board or a Managing Agent, as directed by the Board, provided, however, Owners may elect to pay assessments semiannually or annually, in advance.

Section 9.4. Special Assessments. From time to time, Common Expenses of an unusual or extraordinary nature, or not otherwise anticipated, may arise. At such time, unless otherwise provided in this Declaration, the Articles, the By-Laws, or the Act, the Board shall have the full right, power and authority to make Special Assessments which, upon resolution of the Board, shall become a lien on each Lot, prorated in equal shares (herein called "Special Assessment"); provided, that any such Assessment shall have the assent of two-thirds (2/3) of the votes of Owners who are voting in person or by proxy, at a meeting duly called for this purpose at which a quorum is represented. Without limiting the generality of the foregoing provisions, Special Assessments also may be made by the Board from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration.

Section 9.5. Failure of Owner to Pay Assessments. No Owner may exempt himself or herself from paying Regular Assessments and Special Assessments, or from contributing toward

the expense of administration and of maintenance and repair of the Common Property, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Property or by abandonment of the Lot belonging to him or her. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one Person, the liability of such Persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments or Special Assessments when due, the lien for such Assessment on the Owner's Lot may be filed and foreclosed by the Board for and on behalf of the Corporation as a mortgage on real property or as otherwise provided by law. Upon the failure of an Owner to make payments of any Regular or Special Assessments within ten (10) days after such are due, the Board, in its discretion, may:

- (a) impose a late charge, which will be considered an addition to the Assessment, in an amount to be determined by the Board of up to twenty-five percent (25%) of the amount of the Assessment;
- (b) accelerate the entire balance of the unpaid Assessments for the remainder of the fiscal year and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary;
- (c) suspend such Owner's right to use the amenities as provided in the Act; and
- (d) suspend such Owner's right to vote as provided in the Act.

In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Lot shall be jointly and severally liable for the payment to the Corporation of reasonable rental for such Lot and the Board shall be entitled to appointment of a receiver for the purpose of preserving the Lot and to collect the rentals and other profits therefrom for the benefit of the Corporation to be applied to the unpaid Regular Assessments or Special Assessments. The Board may, at its option, bring suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Corporation, shall be entitled to recover from the Owner of the respective Lot, costs and expense of such action incurred (including, but not limited to, reasonable attorneys' fees).

The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Notwithstanding anything contained in this Section or elsewhere in this Declaration, the Articles or the By-Laws, any sale or transfer of a Lot to a Mortgagee pursuant to a foreclosure on its mortgage or a conveyance in lieu thereof, or a conveyance to any Person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installments which become due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such a lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any

installments of Regular Assessments or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which ties has been divested as aforesaid, shall be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Lot from which it arose).

Section 9.6. Annual Accounting. Annually, after the close of the fiscal year of the Corporation, the Board shall cause a financial statement to be prepared by a certified public accountant. Such financial statement will be made available to any Owner upon written request.

Section 9.7. Optional Collection and Enforcement. All Regular Assessments and Special Assessments for Common Expenses incurred by the Dual Corporation may be collected from the Owners of Lots by the Champions Village Homeowners Association, Inc., (the "Corporation"), at the same time as, and in the same manner as, and along with the periodic assessments payable to such Association. Such manner of collection shall not be mandatory, but instead shall be at the discretion and election of the Boards of Directors of the two associations. Upon such election, all provisions for and obligations of the Owners with respect to the enforcement, payment and collection of Regular and Special Assessments for the Common Expenses of the Dual Corporation and liens resulting therefrom shall be enforceable by the Champions Village Homeowners Association, Inc. (the "Corporation") or by the Dual Corporation. The Corporation is authorized and empowered by the Declaration of the Dual Corporation to sue any Owner in law and/or equity in any proper venue and court having jurisdiction, or to take any other legal or equitable action of any nature whatsoever for and on behalf of the Dual Corporation.

## ARTICLE X Development Control Committee

Section 10.1. Purpose of Committee. This is a standing committee of the Corporation and the Board of Directors. Its main purpose is to control, and ensure, that changes in Owner's dwellings and Lots comply with all of the Restrictions set forth in this Declaration. Further, it shall ensure that all such changes do not detract from the values of existing Real Estate; will maintain a harmonious relationship among the dwellings and/or other structures, improvements and the natural vegetation and topography; and, will preserve the natural quality and aesthetic appearance of existing geographical areas within the development.

Section 10.2. Membership. This committee shall consist of three (3) members. One member, the Chairperson, shall be a member of the Board of Directors, and elected by such Board. The other two members shall be appointed by the Board and may be members of the Board or the Owner of a Lot, as determined by the Board. Members serve at the complete discretion of the Board.

Section 10.3. Powers of Committee. In general, no dwelling, structure or improvement of any type or kind shall be constructed, changed, or placed on any Lot; no exterior of a dwelling or structure shall be repainted; no exterior change in, addition to, or alteration of a dwelling, or structure shall be made; and no change in the appearance of a Lot such as changes in landscaping (including the addition or removal of trees) shall be made unless and until prior approval is

obtained from the Committee, except where a specific provision is made in an individual Restriction in Section 5.8. of this Declaration. Requests for approval shall be submitted as follows:

(a) Repainting of Exterior of Dwelling. Owners shall have the right to repaint their dwelling without approval providing the color (siding or trim) does not change. If, however, a change in the color (siding or trim) is to be made, the Owner shall submit a Request For Improvement And Alteration Approval form to the Committee and obtain approval before initiating such change. The type and color shall be specified and a paint sample (of the proposed color) shall be attached. An Exterior Paint Sample Guide has been prepared to assist Owners in their paint selection. The Sample Guide and Approval forms are available at the Clubhouse office.

(b) Changes, Additions or Alterations in Landscaping. For major (hereinafter defined) changes, additions or alterations to the Lot, including but not limited to landscaping, Owners shall prepare and submit a Request For Improvement and Alteration Approval form to the Committee. This form will identify the specific change, addition or alteration being proposed. A site plan clearly showing the scope of such change or addition shall be attached. The term "major", as used in this context, shall include by example, the addition, removal or replacement of ornamental or shade trees or large shrubs (which are currently three (3) feet or more in height or will reach that height at maturity), establishment of large, new planting beds, the addition of ornamental or decorative yard objects in excess of three (3) feet in height such as a flag pole, a trellis, etc., or a reflective pool or rock garden, etc. No approval is required, however, for the addition of flowers, plants or small shrubs, in original planting beds, which are intended to enhance the beauty or value of the Lot.

(c) Changes, Additions or Alterations in Exterior of Dwelling. Owners shall prepare and submit a Request For Improvement and Alteration Approval form to the Committee. This form will identify the specific change, alteration or addition being proposed, as stated below:

(1) If replacement of, or change in, exterior doors (including garage doors), windows, shutters, etc., Owner must provide a sample of the manufacturer's literature clearly showing the style and design of the item(s) to be installed.

(2) If enclosing a porch, making an addition to a porch, adding a patio or deck or making any other exterior structural modification, Owner shall provide two (2) complete sets of plans (scale 1" equals 10 feet) and specifications clearly showing the scope of the change or addition. In the case of an addition, such plans shall include site plans showing the location of all such improvements upon the Lot. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which may aid the committee in its decision making process. There

shall also be submitted, where applicable, copies of the permits or plat plans required by law.

(d) Power of Disapproval. The Committee may refuse to grant permission to remove trees, repaint, construct, place or make requested improvement, when:

(1) the plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of any of the Restrictions;

(2) the design or color scheme of a proposed repainting or improvement is not in harmony with the general surroundings of the Lot, or with other dwellings in the development, or would, in the opinion of the Committee, adversely affect the aesthetic appearance of the development.

(3) the proposed improvement, or any part thereof, or proposed tree removal, would, in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of the other Owners.

(e) Action by the Committee. The Committee shall approve or disapprove proposed improvements within fifteen (15) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

(f) Right of Owners. In the event an Owner is not satisfied with the decision of the Committee, he or she may appeal the such decision to the Board of Directors at their next scheduled meeting. However, the Secretary of the Board or the Property Manager shall be notified at least seven (7) days in advance of the meeting date, of such intentions.

(g) Liability of Committee. Neither the Committee nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

(h) Inspection. The Committee may inspect any work being performed with its permission to assure compliance with the Restrictions and applicable regulations.

(i) Owner's Responsibility. Each Owner shall be solely responsible for loss or damage to the improvements and his personal property located on his Lot, however caused. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk.

**ARTICLE XI**  
**Duration; Benefit and Enforcement**

Section 11.1. Duration. This Declaration and the Restrictions shall run with and bind the Real Estate for a term commencing on the date this Declaration is recorded in the Office of the Recorder of Marion County, Indiana, and expiring December, 31, 2020, after which time they shall be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then Owners of the Lots it is agreed to change this Declaration or the Restrictions in whole or in part, or to terminate the same.

Section 11.2. Benefit and Enforcement. In the event of a violation, or threatened violation, of any of the Covenants, Conditions or Restrictions set forth in this Declaration, the Corporation or any Owner shall have the right to enforce the Covenants, Conditions and Restrictions contained herein and to pursue any and all remedies at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the Covenants, Conditions and Restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof. The failure or delay at any time of the Corporation, the Owners, or any other Person entitled to enforce this Declaration and the Restrictions, to enforce any of the same shall in no event be deemed a waiver of the same, or of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

Section 11.3. Government Enforcement. The Metropolitan Development Commission of Marion County, Indiana, its successors and assigns, shall have no right, power, or authority to enforce any covenants, commitments, restrictions, or other limitations contained herein other than those covenants, commitments, restrictions, or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance 58-AO-3, as amended, or any conditions attached to approval of the plats of Champions Village by the Plat Committee.

**ARTICLE XII**  
**Other Associations**

Section 12.1. Owner's Other Obligations. The Villages Umbrella Homeowners Association, Inc., an Indiana not-for-profit corporation was formed under provisions of the Umbrella Declaration of Covenants and Restrictions for the Villages Communities. The "Villages Communities" encompass the Cape Cod, Champions Village, Fountain Village, Village Gate and Village Woods developments. Owners of Lots in each of these developments are automatically members of, and shall pay mandatory dues and/or assessments to, this association. Its purpose is to provide for the maintenance and control of landscaping (such as the boulevard on Village Way) and drainage systems common to, integrated with and benefiting the stated developments. The covenants, conditions and restrictions, contained within the above stated document, are separate and distinct from the Restrictions included in this Declaration.



**ARTICLE XIII**  
**Amendment**

Section 13.1. Right to Amend. The Corporation shall have the right to amend this Declaration at any time, and from time to time, upon the recommendation of an amendment to the Corporation by its Board, and the subsequent approval of such amendment by both the Owners of at least sixty-six and two-thirds percent (66 2/3%) of the Lots and seventy-five percent (75%) of the Mortgagees who have made their mortgage interests known to the Board. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Corporation, setting forth facts sufficient to indicate compliance with this Article, and such amendment shall not be effective until recorded in the Office of the Recorder of Marion County, Indiana. The procedure for amendment as set forth in the By-Laws.

**ARTICLE XIV**  
**Severability**

Section 14.1. Statement of Fact. Each of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every combination of the Restrictions. The invalidity of any Covenant, Condition, Restriction, limitation or other provisions of this Declaration, the Articles of Incorporation, or the By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles or the By-Laws and each shall be enforceable to the greatest extent permitted by law.

**ARTICLE XV**  
**Leasing of Lots and Maximum Number of Lots Owned**

Section 15.1. Limits on the Number of Leased Lots ("Rental Cap"). In order to insure that the residents within Champions Village share the same proprietary interest in and respect of the Lots and the Common Areas, no more than ten percent (10%) of the one hundred twenty (120) Lots in Champions Village may be leased or rented to non-owner occupants at any given time, except as may be otherwise provided in this Article XV. The Lots described in the next paragraph of this Section 15.1 shall count towards the ten percent (10%) "cap". If at any time such percentage of Lots are leased or rented, an Owner who wants to rent or lease his or her Lot which is not already rented shall be placed upon a waiting list by the Board of Directors. Prior to the execution of any lease, and in addition to the requirements set forth below, the Owner must notify the Board of Directors or the Managing Agent as to that Owner's intent to lease his or her Lot. After receiving such notice, the Board of Directors or the Managing Agent shall advise the Owner if Lots may be leased or whether the maximum number of Lots within Champions Village is currently being leased. If the maximum number of Lots is being leased, the Board of Directors or the Managing Agent shall also notify the Owner of that Owner's position on the waiting list.

Notwithstanding the foregoing, the "rental cap" described above shall not prohibit an Owner to continue to rent or lease a Champions Village Lot that is already being rented or leased

as of December 1, 2004, if said Owner provides written proof thereof to the Corporation's Managing Agent by that date. Such proof shall include a copy of each executed lease by such Owner which identifies the tenant (but which may have the rental amount deleted). However, the Owners of record of such currently-rented Lots shall be subject to the remaining provisions of this Article XV. When the legal Owners of record of any of the above-described Lots sell, transfer or convey such Lot(s) to another Owner after December 1, 2004, such Lot(s) shall immediately become subject to this Section 15.1. Thus, after such a conveyance, the new Owner would not be able to rent or lease the Lot if the maximum number of Lots are then being rented, and would be put on the waiting list.

Section 15.2. Hardship Exceptions and Waiver. Notwithstanding Section 15.1 above, if an Owner wishes to rent or lease his or her Lot, but the maximum number of Lots is currently being leased, the Owner may request the Board of Directors to waive the "rental cap" and approve a proposed lease if the Owner establishes to the Board's satisfaction that the "rental cap" will cause undue hardship. If a majority of the entire Board of Directors approves in writing of the Owner's request, the Board of Directors shall permit the Owner to rent or lease said Lot, subject to any further conditions or limitations imposed by the Board in the Board's discretion, but only if the Owner satisfies all other requirements of this Article XV. Such decision shall be at the sole discretion of the Board. Examples of an undue hardship include:

- (1) death, dissolution or liquidation of an Owner;
- (2) divorce or marriage of an Owner;
- (3) necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Champions Village due to a change of employment or retirement of at least one (1) of such Owners;
- (4) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;
- (5) other similar circumstances.

Section 15.3. General Lease Conditions. All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board of Directors. No portion of any Lot other than the entire Lot shall be leased for any period. No subleasing shall be permitted. All leases shall be made expressly subject and subordinate in all respects to the terms of this Declaration, the By-Laws, Articles of Incorporation, and any rules and regulations promulgated by the Board of Directors, as amended, to the same extent as if the tenant were an Owner and a member of the Corporation; and shall provide for direct action by the Corporation and/or any Owner against the tenant with or without joinder of the Owner of such Lot. If such provision is not in the lease, it will be deemed to be in such lease. The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease. In addition, the Board of Directors shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or

appropriate concerning leasing. All Owners who do not reside in the home shall provide the Board of Directors with the name of the tenant(s) and any other residents living in the home.

Section 15.4. Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Corporation and the other Owners for compliance with the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and any rules and regulations promulgated by the Board of Directors, or from the Owner's liability to the Corporation for payments of assessments or any other charges.

Section 15.5. Corporation's Copy of Lease. A copy of each executed lease by an Owner which identifies the tenant (but which may have the rental amount deleted) shall be provided to the Managing Agent by the Owner within thirty (30) days after execution.

Section 15.6. Violations. Any lease or attempted lease of a Lot in violation of the provisions of this Article XV shall be voidable at the election of the Corporation's Board of Directors or any other Champions Village Owner, except that neither party to such lease may assert this provision of this Article XV to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Corporation, or any Champions Village Owner, shall have the right to exercise any and all available remedies at law or equity.

Section 15.7. Maximum Number of Lots Owned by a Single Owner. In order to encourage Champions Village being and remaining a community where the Owners reside on the property, no Owner may own more than four (4) Lots within Champions Village at any time. This restriction shall not apply to any Owner who owns more than four (4) Lots which were purchased or with respect to which there was a binding purchase agreement prior to the recording of this restriction.

As defined in Section 1.1(q) of this Declaration, "Owner" means the record owner of the fee simple title to a Lot. As used in this Section 15.7 above, "Owner" also means those persons or entities who comprise less than all persons or entities who own in any form or manner the fee simple title or any part thereof to any Lot and those persons or entities who have any interest in any form or manner in the fee simple title or any part thereof to any Lot. As an example, if any person or entity owns or has any interest in the ownership of four (4) Lots, whether in his, her or its name only, as joint tenants, as life tenant or by or through any corporation, partnership, trust, limited liability company, or any other entity, that person cannot own a fifth Lot, whether in his, her or its name only, as joint tenants, as life tenant or by or through a corporation, partnership, trust, limited liability company, or any other entity.

Any purchase agreement, conveyance or lease or rental agreement executed subsequent to the recording of this restriction which violates any provision of this Section 15.7 shall be voidable at the election of the Corporation's Board of Directors or any Champions Village Owner, except that neither party to such agreement, conveyance or lease may assert this provision of this Article XV to avoid its obligations thereunder. In the event of a violation, the



**SECOND AMENDED, RESTATED AND CONSOLIDATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
CHAMPIONS VILLAGE**

**EXHIBIT 1**

Part of the Southeast Quarter and a part of the Southwest Quarter of Section 13, Township 17 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Southwest Quarter; thence South 89 degrees 23 minutes 25 seconds West along the South line of said Southwest Quarter 654.50 feet to the Southward prolongation of an existing North-South fenceline running near the West line of the East Half of the East Half of said Southwest Quarter; thence North 00 degrees 01 minutes 30 seconds East along said North-South fenceline 964.60 feet to the Point of Beginning; thence continuing North 00 degrees 01 minutes 30 seconds East along said North-South fenceline 112.24 feet to a point being 1076.77 feet North of the South line of said Southwest Quarter Section as measured perpendicular to said South line; thence North 89 degrees 23 minutes 25 seconds East parallel with said South line a distance of 8.99 feet to a point that is 2052.52 feet East of the West line of said Southwest Quarter Section; thence North 00 degrees 25 minutes 32 seconds East parallel with the West line of said Southwest Quarter Section, a distance of 280.05 feet to a point on the North line extended of Champions Village Section 1, the plat of which is recorded as Instrument No. 86-31875 in the Office of the Recorder of said county, also being a point on the South line extended of Cape Cod Village Section 1 the plat of which is recorded as Instrument No. 86-82487 in said Office of the Recorder, thence North 90 degrees 00 minutes 00 seconds East along said north line extended of Champions Village Section 1, and along said South line and said South line extended a distance of 629.43 feet to the Northwest corner of Common Area :Lake #3 of said Champions Village Section 1; thence on the following five (5) courses along the Westerly line of said Champions Village Section 1: 1) South 29 degrees 48 minutes 12 seconds East 142.71 feet; 2) South 21 degrees 06 minutes 09 seconds East 55.00 feet; 3) South 12 degrees 57 minutes 02 seconds East 84.58 feet; 4) South 49 degrees 58 minutes 26 seconds East 42.85 feet; 5) South 28 degrees 26 minutes 42 seconds West 121.96 feet; thence North 90 degrees 00 minutes 00 seconds West 724.95 feet to the Point of Beginning.

ALSO:

Part of the Southeast Quarter and the Southwest Quarter of Section 13, Township 17 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of said Southwest Quarter of Section 13, thence South 89 degrees 23 minutes 25 seconds West along the South line of said Quarter Section 654.50 feet to the Southward prolongation of an existing North-South fenceline, running near the West line of the East Half of the East Half of said Southwest Quarter Section; thence North 00 degrees 01 minutes 30 seconds East along said North-South fenceline 964.60 feet; thence North 90 degrees 00 minutes 00 seconds East 724.95 feet; thence North 28 degrees 26 minutes 42 seconds East 121.96 feet; thence North 49 degrees 58 minutes 26 seconds West 42.85 feet; thence North 12 degrees 57 minutes 02 seconds West 84.58 feet; thence North 21 degrees 06 minutes 09 seconds West 55.00 feet; thence North 29 degrees 48 minutes 12 seconds West 142.71 feet; thence North 90 degrees 00 minutes 00 seconds East 535.59 feet; thence South 00 degrees 00 minutes 00 seconds East 110.49 feet to the point of curvature of a curve concave Westerly having a central angle of 28 degrees 48 minutes 15 seconds and a radius of 256.00 feet; thence Southerly and Southwesterly along said curve an arc distance of 128.70 feet (said arc being subtended by a chord bearing South 14 degrees 24 minutes 07 seconds West and having a length of 127.35 feet); thence South 28 degrees 48 minutes 15 seconds West 219.15 feet to the point of curvature of a curve concave Easterly having a central angle of 40 degrees 08 minutes 52 seconds and a radius of 544.00 feet; thence southerly along said curve an arc distance of 381.19 feet (said arc being subtended by a chord bearing South 08 degrees 43 minutes 49 seconds West and having a length of 373.44 feet); thence South 11 degrees 20 minutes 37 seconds East 146.34 feet to the point of curvature of a curve concave Westerly having a central angle of 31 degrees 32 minutes 36 seconds and a radius of 177.00 feet; thence Southerly along said curve an arc distance of 97.44 feet (said arc being subtended by a chord bearing South 04 degrees 25 minutes 41 seconds West and having a length of 96.22 feet); thence South 20 degrees 11 minutes 59 seconds West 105.16 feet to the point of curvature of a curve concave Easterly having a central angle of 20 degrees 48 minutes 56 seconds and a radius of 223.00 feet; thence Southerly along said curve an arc distance of 81.02 feet (said arc being subtended by a chord bearing South 09 degrees 47 minutes 31 seconds West and having a length of 80.57 feet); thence South 00 degrees 36 minutes 57 seconds East 134.30 feet to the South line of said Southeast Quarter Section; thence South 89 degrees 23 minutes 03 seconds West along said South line 300.95 feet to the Southwest corner of said Quarter Section and the point of beginning.

**FILED**  
DEC 23 2005  
LAWRENCE TOWNSHIP ASSESSOR

MARTHA A. WOMACKS  
MARION COUNTY AUDITOR  
615340 JAN 19 98  
CITY CLERK FOR ASSASSATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

Cross-Reference: 1986-31876; 1987-22807;  
1999-103566; 2005-20524

**AMENDMENT TO THE  
SECOND AMENDED, RESTATED AND CONSOLIDATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR CHAMPIONS VILLAGE**

(5)  
M

Amendment to the Second Amended, Restated and Consolidated Declaration of Covenants and Restrictions for Champions Village was executed the day set forth below.

**WITNESSETH:**

WHEREAS, the Champions Village subdivision located in Marion County was established by a certain Declaration of Covenants and Restrictions of Champions Village which was recorded on April 18, 1986, as **Instrument No. 1986-31876** in the Office of the Recorder of Marion County, Indiana (hereafter, "Declaration"); and a certain Supplemental Declaration of Covenants and Restrictions of Champions Village which was recorded on March 3, 1987, as **Instrument No. 1987-22807** in the Office of the Recorder of Marion County, Indiana (hereafter, "Supplemental Declaration"); and

WHEREAS, Plats filed with the Office of the Recorder of Marion County, Indiana established two (2) sections of Champions Village consisting of a total of one hundred twenty (120) Lots, plus Common Areas; and

WHEREAS, the original developer of Champions Village desired to provide for the preservation and enhancement of the values and amenities in such community and the Common Areas therein contained, and to this end, the original developer subjected the property to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent provided in the Declaration and Supplemental Declaration, for the benefit of Champions Village and each Owner; and

WHEREAS, under the terms of the Declaration and Supplemental Declaration, the Champions Village Real Estate was, 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 set forth in the Declaration and the Supplemental Declaration, all of which were and are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate, and were and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and of each of the Lots situated therein, and ran and shall continue to run with the land and be binding upon all parties having any right, title or interest in the Real Estate, and upon their heirs, successors and assigns; and

WHEREAS, after approval by the Owners, the Second Amended, Restated and Consolidated Declaration of Covenants and Restrictions for Champions Village was recorded on

February 9, 2005, as **Instrument No. 2005-20524** in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Board of Directors of Champions Village Homeowners Association, Inc. ("Corporation") and the Owners within Champions Village desired to further amend the Declaration and the By-Laws of the Corporation by changing the date of the Annual Meeting of the Corporation from January to November; and

WHEREAS, the Corporation sent written ballots to all members of the Corporation in the manner as set forth in the Indiana Nonprofit Corporations Act of 1991 to vote on such change, with the deadline for responses being July 14, 2003; and

WHEREAS, as of July 14, 2003, the Owners of more than sixty-six and two-thirds percent (66 2/3%) of all Owners of the one hundred twenty (120) Lots in Champions Village had returned their written ballots to the Corporation signifying their agreement to the amendments set forth below, as well as to certain amendments to the By-Laws.

NOW, THEREFORE, the Second Amended, Restated and Consolidated Declaration of Covenants and Restrictions which is applicable to all Owners and residents within Champions Village is hereby amended as follows:

1. Section 9.2 of the Second Amended, Restated and Consolidated Declaration of Covenants and Restrictions is deleted in its entirety and replaced with the following:

Section 9.2. Annual Budget. Annually, before the date of the annual meeting of the Corporation, the Board of Directors shall prepare, or cause to be prepared, a proposed annual budget for the immediately following calendar year and shall furnish a copy of such proposed budget to each Owner at or prior to the time of the notice of such annual meeting is mailed or delivered to such Owners.

The annual budget shall be submitted to the Owners at the annual meeting of the Corporation for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the immediately following calendar year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the Owners; provided that any increase of more than ten percent (10%) must be approved by a vote of two-thirds (2/3) of the Owners who are voting in person or by proxy at which a quorum is represented, provided further, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended.

Further, the annual budget, the Regular Assessments and all other sums assessed by the Corporation shall be established by using generally accepted

accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Property, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Property. Such replacement reserve fund shall be maintained by the Corporation in an interest bearing account with one or more banks or savings and loan associations authorized to conduct business in Marion County, Indiana and insured by a Federal depository agency selected by the Board.

The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as provided, whenever determined.

2. All other provisions of the Second Amended, Restated and Consolidated Declaration of Covenants and Restrictions for Champions Village shall remain unchanged and in full force and effect.

#### Certification

IN WITNESS WHEREOF, we, the undersigned, do hereby execute this Amendment to the Second Amended, Restated and Consolidated Declaration of Covenants and Restrictions of Champions Village Homeowners Association, Inc. and certify the truth of the facts herein stated, this 20 day of December, 2005.

CHAMPIONS VILLAGE HOMEOWNERS  
ASSOCIATION, INC., by:

Margaret K. Coughlin  
Margaret K. Coughlin, President

Attest:

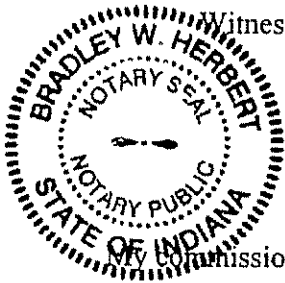
Melba E. Heller  
Melba<sup>M</sup>Heller, Secretary  
E.



STATE OF INDIANA )  
 )  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Margaret K. Coughlin and Melba<sup>E</sup> Heller, the President and Secretary, respectively, of Champions Village Homeowners Association, Inc., who acknowledged execution of the foregoing for and on behalf of the Champions Village Homeowners Association, Inc., and who having been sworn, stated that the statements contained herein are true.

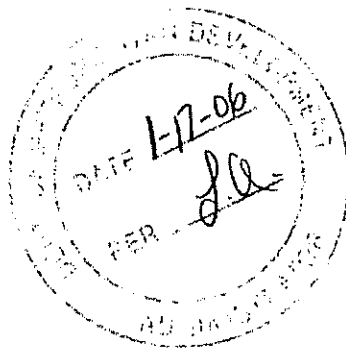
Witness my hand and notarial seal this 20<sup>th</sup> day of December, 2005.



Bradley W Herbert  
Notary Public  
Bradley W Herbert  
Printed

My commission expires: 10-30-2011 Residence County Hancock

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS  
MURRAY & PUGH, P.C., Attorneys at law, 7321 Shadeland Station, Suite 250, Indianapolis,  
IN 46256. (317) 842-8550.




Declaration

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

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

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

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

  
\_\_\_\_\_  
Signature of Declarant

Ann Delehanty  
\_\_\_\_\_  
Printed Name of Declarant