

CROSS REFERENCE

83 78888

CROSS REFERENCE

SUPPLEMENTAL DECLARATION OF COVENANTS
AND RESTRICTIONS FOR SCM COPPERFIELD



FILED
OCT 27 1983
LAWRENCE TOWNSHIP
ASSESSOR

APPROVAL
OCT 27 1983
BY [Signature]

RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER OF DEEDS CO.

OCT 27 2 11 PM '83

CHICAGO TITLE

DECLARANT: SCM REAL ESTATE
DEVELOPMENT CORPORATION

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
I. General Purpose of This Declaration	1
II. Definitions For All Purposes of This Declaration	2
Sec. 1. Assessment	2
Sec. 2. Association	2
Sec. 3. Common Areas	2
Sec. 4. Common Expense	2
Sec. 5. Common Property	2
Sec. 6. Copperfield	2
Sec. 7. Declarant	2
Sec. 8. Drainage System	2
Sec. 9. Easements	3
Sec. 10. Lot	3
Sec. 11. Mortgagee	3
Sec. 12. Owner	3
Sec. 13. Sewage System	3
Sec. 14. Streets	3
III. Use and Bulk Restrictions	3
Sec. 1. Use Restriction	3
Sec. 2. Types of Structures	3
Sec. 3. Accessory or Temporary Buildings	3
Sec. 4. Setback Lines	3
Sec. 5. Manner of Use	4
IV. General Restrictions	4
Sec. 1. Nuisances	4
Sec. 2. Animals	4
Sec. 3. Boats, Trucks, etc	4
Sec. 4. Trash and Garbage Containers	4
Sec. 5. Clothes Drying Area	4
Sec. 6. Site Visibility	4
Sec. 7. Fences; Sight Obstructions	4
Sec. 8. Common Drives	5
Sec. 9. Signs	5
Sec. 10. Maintenance of Premises	5
Sec. 11. Oil and Gas Tanks; Air Conditioners	5
Sec. 12. Easements for Utilities and Public and Quasi-Public Vehicles	5
Sec. 13. Utility Easements	5
Sec. 14. Utility Lines and Antennas	5
Sec. 15. Lot Access	6
Sec. 16. Obstruction of Common Property	6
Sec. 17. Outdoor Lighting	6
Sec. 18. Remedies for Failure to Comply	6
Sec. 19. Construction Easements	6
V. Covenants for Maintenance Assessments	6
Sec. 1. Purpose of the Assessments	6
Sec. 2. Liability for Assessments	7
Sec. 3. Pro-rata Share	7
Sec. 4. Basis of Annual Assessments	7
Sec. 5. Basis of Special Assessments	7
Sec. 6. Fiscal Year; Date of Commencement of Assessments; Due Dates	7
Sec. 7. Duties of the Association	8
Sec. 8. Non-payment of Assessments; Remedies of Association	8
Sec. 9. Adjustments	9
VI. Construction Approvals	9

<u>Article</u>	<u>Page</u>
VII. Organization and Duties of Association	9
Sec. 1. Organization of Association	9
Sec. 2. General Duties of the Association	10
Sec. 3. Amendment of Declaration	10
Sec. 4. Insurance	10
Sec. 5. Condemnation, Destruction	11
Sec. 6. Transfer of Control of Owner's Association	11
Sec. 7. Mortgagees' Rights	12
VIII. Expansion of Subdivision	12
Sec. 1. Method and Scope of Expansion	12
Sec. 2. Time for Expansion	12
Sec. 3. Future Improvements	12
IX. Term	12
X. General Provisions	12
Sec. 1. Covenants Run With the Land	12
Sec. 2. Scope of Covenants	12
Sec. 3. Attorneys' Fees	13
Sec. 4. Failure to Enforce Not a Waiver of Rights	13
Sec. 5. Rights of Mortgagees	13
Sec. 6. Effect of Invalidation	13
Sec. 7. Section Headings	13
Sec. 8. Notices	13
Sec. 9. Limitations on Declarant's Rights	13
Sec. 10. Deed Clause to Implement Declaration	13
Sec. 11. Provision Against Merger	14
Sec. 12. Reservations of Declarant	14
Sec. 13. Rights to Common Property	14

CHICAGO TITLE

83 78888

SUPPLEMENTAL DECLARATION OF COVENANTS AND
RESTRICTIONS FOR COPPERFIELD

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR COPPERFIELD ("Declaration"), made this 21 day of October, 1983, by SCM Real Estate Development Corporation, an Indiana corporation, (hereinafter referred to as "Declarant"),

WITNESSETH THAT:

WHEREAS, Declarant is the sole owner in fee simple of certain real estate located in Marion County, Indiana, more particularly described in the attached Exhibit A ("Real Estate"); and,

WHEREAS, Declarant is developing the Real Estate and certain surrounding lands within the tract described in the attached Exhibit B, upon which Declarant may, but is not obligated to, construct residential facilities, which shall be known as "Copperfield" and which shall be platted by Declarant in sections from time to time:

WHEREAS, the Real Estate has been platted by Declarants as Section I of Copperfield on October 4, 1983 as Instrument No. 83-72633 in the Office of the Recorder of Marion County, Indiana along with a Declaration of Covenants and Restrictions which run with the Real Estate; and

WHEREAS, Declarant desires to subject the Real Estate to certain additional covenants and restrictions ("Covenants") in order to further ensure that the development and use of the various Lots on the Real Estate are harmonious and do not adversely affect the value of surrounding Lots on the Real Estate or within Copperfield; and

WHEREAS, Declarant desires to provide for maintenance of the Streets, Common Areas, and other improvements located or to be located in Copperfield, 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 Copperfield;

NOW, THEREFORE, Declarant hereby declares that all of the Real Estate as it is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following Covenants. All of the Covenants shall run with the Real Estate and shall be binding upon the Declarant and upon the parties having or acquiring any right, title, or interest, legal or equitable, in and to the Real Estate or any part or parts thereof and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to the Real Estate or any part or parts thereof.

83 78888

ARTICLE I.

General Purpose Of This Declaration

The Real Estate is hereby subjected to the Covenants herein declared to preserve the value of the Real Estate, to ensure proper use and appropriate improvement of the Real Estate, to encourage the construction of attractive buildings and other attractive improvements at appropriate locations on the Real Estate, to prevent haphazard development thereof which may be inharmonious with other improvements on the Real Estate or

within Copperfield, to preserve and maintain proper setbacks from streets and adequate free space between structures, to provide for adequate and proper maintenance of the Real Estate so as to ensure a high quality appearance and condition of the Real Estate, all for the purpose of preserving the values of all Lots within Copperfield and to ensure desired high standards of maintenance of the Real Estate, to the benefit of all Owners within Copperfield.

ARTICLE II.

Definitions For All Purposes Of This Declaration

The following terms, whenever used in this Declaration, shall have the meanings assigned to them by this Article II:

Section 1. Assessment. "Assessment" means the share of the Common Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of Article V.

Section 2. Association. "Association" means SCM Copperfield Homeowners' Association, Inc., an Indiana not-for-profit corporation, formed or to be formed for the purpose of determining and collecting the Assessments and overseeing and enforcing the terms of this Declaration.

Section 3. Common Areas. "Common Areas" means certain areas not amenable to development which may be designated by Declarant as lakes, parks or Common Area on the plat or plats of Copperfield, as the same may be recorded from time to time, and which is intended for the common benefit of all Lots.

Section 4. Common Expense. "Common Expense" means the actual and estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of Common Property, and any other cost or expense incurred by the Association for the benefit of the Common Property; provided, however, that there shall not be included in Common Expenses any costs or expenses incurred in connection with the initial installation or completion of the Streets, utility lines and mains, street lights, or other improvements constructed by Declarant.

Section 5. Common Property. "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 Copperfield. Common Property shall include (without limitation) all Streets, curbs, water mains, fire hydrants, the Drainage System, the Sewage System, street lights and signs upon the Streets, public sidewalks, landscaping, lakes, parks, and open spaces.

Section 6. Copperfield. The term "Copperfield" means and includes all sections thereof as shall have been platted and recorded from time to time by Declarant in accordance with the provisions of this Declaration.

Section 7. Declarant. "Declarant" means SCM Real Estate Development Corporation, an Indiana corporation, or any other person, firm, corporation or partnership which succeeds to the interest of SCM Real Estate Development Corporation as developer of Copperfield.

83 78888

Section 8. Drainage System. "Drainage System" means the storm sewers, subsurface drainage tiles, pipes and structures, and other structures, fixtures, properties, equipment and facilities located in, upon, or under the Common Areas, Easements, or Streets and designed for the purpose of

expediting the drainage of surface and subsurface waters from, over, and across Copperfield.

Section 9. Easements. "Easements" refer to those areas reserved as easements on the plat or plats of Copperfield, as the same may be recorded from time to time.

Section 10. Lot. "Lot" means any of the separate parcels numbered and identified on the plat or plats of Copperfield, as the same may be recorded from time to time.

Section 11. Mortgagee. The term "Mortgagee" means any holder, insurer, or guarantor of any first mortgage on any Lot.

Section 12. Owner. "Owner" means any person or persons who acquire, after the date of this Declaration, legal and/or equitable title to any Lot; provided, however, that "Owner" shall not include any holder of any mortgage of all or any part of any Lot, so long as such holder does not hold both legal and equitable title thereto.

Section 13. Sewage System. "Sewage System" means any sanitary sewer lines, lift stations, equipment, or facilities located in, upon, or under the Common Areas, Easements, or Streets and designed to provide for the discharge of sanitary sewage from any or all Lots, as the same are or may be constructed at any time, and any replacement thereof or substitute therefor.

Section 14. Streets. "Streets" means all of the public and private roadways to the respective right-of-way lines thereof, as shown on the plat or plats of Copperfield, as the same may be recorded from time to time, which have been or hereafter are constructed for the purpose of providing common access for Owners, occupants and their guests and invitees, to any or all Lots.

ARTICLE III.

Use and Bulk Restrictions

Section 1. Use Restriction. No use shall be permitted on the Real Estate other than the uses permitted in the Zoning Ordinance of Marion County, Indiana, provided, however, that thirty (30) days' notice be given to the Declarant of any hearing before the Metropolitan Plan Commission on any proposed use and site development plan for the Real Estate.

Section 2. Types of Structures. Any attached garage, attached tool shed, attached storage building, or any other attached accessory building erected or used as an accessory to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of said residence. No trailers, shacks, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any Lot, except such as may be used by the builder during the construction of a residential building thereon. No structure of a temporary character may be placed upon any Lot or used as a residence.

Section 3. Accessory or Temporary Buildings. No tents and no accessory or temporary buildings or structures shall be permitted.

83 78888

Section 4. Setback Lines. Front building setback lines are hereby established as set forth on the recorded plat or plats as the same may be recorded from time to time; no building shall be erected or maintained between the established setback lines and the property lines of the streets. No

sideline setback restrictions apply to this zero Lot development as long as a minimum distance of 10.0 feet is maintained between adjacent residences.

Section 5. Manner of Use. Each Owner shall use and occupy his respective Lot and all Easements and rights-of-way appertaining thereto, in a careful, safe, and proper manner and keep his Lot in a clean and safe condition in accordance with this Declaration, applicable zoning ordinances, all health, fire, and police requirements and regulations, state statutes, local ordinances, and the lawful directions of proper public officials. No Owner shall conduct, or permit any person to permit, any unlawful activity on the Real Estate.

ARTICLE IV.

General Restrictions

Section 1. Nuisances. No nuisance shall be permitted to exist or operate upon the Real Estate.

Section 2. Animals. No farm animals, fowls or domestic animals for commercial purposes shall be permitted on the Real Estate. Generally recognized house pets are permitted in reasonable numbers; all pets when outside must be kept under control by their owners and must not become a nuisance to other residents.

Section 3. Boats, Trucks, etc. No boats, campers, trailers of any kind, recreational vehicles or commercial vehicles of any kind shall be permitted to park on the Real Estate for more than four (4) hours unless fully enclosed inside a building.

Section 4. Trash and Garbage Containers. All trash and garbage containers must be placed in walled-in areas so that they shall not be visible from any street or adjacent properties except on days of collection.

Section 5. Clothes Drying Area. No outdoor clothes drying area or apparatus shall be allowed.

Section 6. Site Visibility. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded Lot corner, from the intersection of the street lines extended. The same sightline limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

83 78888

Section 7. Fences; Sight Obstructions. No fence shall be erected on or along any Lot line, nor on any Lot, the purpose or result of which will be to obstruct reasonable vision, light or air to adjoining Lots. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without hinderance, encroachment, or obstruction to any Easement, Street right-of-way line, or adjoining Lot. No fence shall be erected between the front Lot lines and the building setback line other than a fence of a decorative nature not exceeding three (3) feet six (6) inches in height. 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.

Section 8. Common Drives. The undersigned reserves the right to construct drives along and over the common Lot line of the various Lots. Further, the undersigned hereby reserves for the owners of the Lots containing such common drives the right to use such common drives, when constructed in common with the owner of the adjacent Lot. No fence, barrier or other obstruction of any kind shall be erected on or along any common Lot line or any part of such common drive. The conditions and restrictions for all common drive maintenance will be as set forth by the Association.

Section 9. Signs. No billboards or advertising signs of any character shall be exhibited in any way on or above the property or any part hereof or on any improvement thereon without the written approval of Declarant, except one profession sign of not more than one (1) square foot, or one sign of not more than six (6) square feet advertising the parcel for sale or rent.

Section 10. Maintenance of Premises. In order to maintain the standards of the property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant, the Department of Metropolitan Development of Marion County, Indiana or the Association to cut weeds or clear the refuse from the Lot at the expense of the Owner, and there shall be a lien against said Lot for the expense thereof.

Section 11. Oil and Gas Tanks; Air Conditioners. All oil tanks and bottled gas tanks must be underground. No above or below storage of gasoline will be allowed. Any stationary air conditioning units must be similarly walled-in, screened or appropriately landscaped.

Section 12. Easements for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles, including, but not limited to police, fire, ambulance and other emergency vehicles, trash and garbage collection, post office vehicles, and privately owned delivery vehicles shall have the right to enter upon the Real Estate and any Lot therein in performance of their duties.

Section 13. 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 Declarant, its successors and assignees, 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 TV), and such other further public service facilities as Declarant may deem necessary. Provided, however, Declarant 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.

83 78888

Section 14. Utility Lines and Antennas. All electrical service, telephone and other utility lines shall be placed underground, but this restriction may be waived in writing by Declarant. No outside antennas, poles, masts or towers shall be permitted unless approved in writing by Declarant. No approvals may be granted for antennas extending more than 5 feet above the roof peak.

Section 15. Lot Access. All Lots shall be accessed from the interior streets of this subdivision. No access is permitted from 75th Street or Hague Road.

Section 16. Obstruction of Common Property. No Owner shall unreasonably interfere with, damage, or obstruct the use or maintenance of any Common Property.

Section 17. Outdoor Lighting. All outdoor lighting on any Lot shall be subject to the approval of Declarant or the Association and all applications for such approval shall be in writing.

Section 18. Remedies for Failure to Comply. In the event that any Owner fails to fully observe and perform the obligations set forth in Article III or this Article IV, 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 in Article V for collection of Assessments. The rights in the Owners and the Association under this Section shall be in addition to all other enforcement rights hereunder or at law or in equity.

Section 19. Construction Easements. An easement, not to exceed five (5) feet from the perimeter of any Lot upon which a building is being constructed, is hereby reserved by Declarant and granted to each builder who is constructing a home upon such Lot, for the sole purpose of entering upon such adjacent Lot if and to the extent necessary to perform such construction. No such entry by any builder shall unreasonably interfere with any Owner's use of his Lot. As soon as construction work has been completed, the builder must promptly restore the easement property to its condition prior to such entry. Such easements shall expire after houses have been constructed upon all Lots.

ARTICLE V.

Covenants For Maintenance Assessments

Section 1. 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 Copperfield, 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 Property, including, but not limited to, the payment of taxes and insurance thereon and for the cost of labor, equipment, material, and management furnished with respect to the Common Property; provided that the Association shall not be responsible for the replacement, repair or maintenance of any Common Property which is or hereafter may be dedicated to the public. Each Owner hereby covenants and agrees to pay to the Association:

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

Section 2. 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 from and after the due date thereof in favor of the Association upon each Lot. 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. 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.

Section 3. Pro-rata Share. The Pro-rata Share of each Owner for purposes of this Article V shall be the percentage obtained by dividing one by the total number of Lots shown on the plat or plats of Copperfield, as the same may be recorded from time to time ("Pro-rata Share").

Section 4. 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 Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. 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.

Section 5. Basis of Special Assessments. Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied with respect to such year are insufficient to pay the Common Expenses for such year, the Board of Directors of the Association may, at any time, and from time to time, levy such special Assessments as it may deem necessary for meeting the Common Expenses. In addition, the Board of Directors of the Association shall have the right to levy at any time, and from time to time, one or more special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Common Expense not provided for by the Annual Assessments.

83 78888

Section 6. Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. The annual Assessments on each Lot in each section of Copperfield shall commence on the first day of the second month following the month in which Declarant first conveys ownership of any Lot in such section to an Owner. 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 shall become due and payable commencing on any date fixed by the Association. 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 Association may from time to time by resolution authorize the payment of such Assessments in installments.

Section 7. Duties of the Association.

- (a) 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 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 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.
- (b) The Association shall promptly furnish to any Owner or Mortgagee upon request 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 such requesting Owner's or Mortgagee's Lot. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.
- (c) The Association shall notify any Mortgagee from which it has received a request for notice of any default in the performance by any owner of any obligation under the By-Laws or this Declaration which is not cured within sixty (60) days.

Section 8. Non-payment of Assessments; Remedies of Association.

- (a) 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.
- (b) 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 an annual rate which is two times the rate in effect for ninety-day U.S. Treasury Bills at the time such Assessment is due, but in no

event greater than the maximum rate allowable under any applicable usury laws, 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.

Section 9. 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. 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).

ARTICLE VI.

Construction Approvals

No building or structure of any kind, including additions, alterations, fences, screens and walls shall be erected or altered on the property until the plans and specifications, location and plot plan thereof, in detail and to scale, shall have been submitted to and approved by Declarant in writing before any construction begins. The plans and specifications of and location of all construction shall be in compliance with the building, plumbing and electrical requirements of all applicable regulatory codes, and shall also comply to all zoning covenants and restrictions which are applicable to the Real Estate. Refusal of approval of plans and specifications, location and plot plan by Declarant may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of Declarant. Declarant shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

The construction of two attached residential units to form a single building to be referred to as a "double" will be permitted on any two adjacent Lots. All restrictions applying to single Lots will apply to doubles as a single building consisting of two residential units.

The plans and specifications submitted to Declarant shall contain a plot plan to scale with adequate provision for landscaping, including the planting of trees and shrubs. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of Declarant. The required landscaping and all parking strips and driveways shall be completed at the time of completion of the building, or as soon as weather and season permit.

83 7888

ARTICLE VII.

Organization and Duties of Association

Section 1. Organization of Association. The Association shall be organized as a not-for-profit corporation under the laws of the State of Indiana, to be operated in accordance with

the Articles of Incorporation which have been filed or will be filed by Declarant. The membership of the Association shall consist of one class of voting members, with each member having equal voting rights. The members of the Association shall consist of the Owners of Lots in Copperfield, as the same may be platted from time to time, provided that, in the event that any one Lot shall be owned by more than one person, partnership, trust, corporation, or other entity, they shall be treated collectively as one member for voting purposes, so that as to any matter being considered by the Association, only one vote appertains to each Lot.

Section 2. General Duties 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 Property, 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 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 Article III and Article IV of 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.

Section 3. Amendment of Declaration. The Association shall have the right to amend this 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 two-thirds of the Lots and the Mortgagees of at least two-thirds of the Mortgagees requesting notice of such action; provided, however, that any such amendment of this Declaration shall require prior written approval of Declarant so long as Declarant owns at least six (6) Lots within Copperfield. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Declarant when its 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. Sections 1, 3 and 4 of Article III, Sections 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 13, 14 and 15 of Article IV and all sections of Article VI, shall be subject to amendment, provided that all of the above procedures for amendment are observed, and provided further, that a petition for approval or similar petition be filed and approved by the Department of Metropolitan Development of Marion County as a modification of zoning covenants or commitments undertaken in connection with rezoning case No. 83-2-83 (83-DP-1).

83 78888

Section 4. Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury with the amount of such coverage, but in no event to be less than One Million Dollars (\$1,000,000) for any single occurrence, occurring on or in connection with any and all Common Property. The Association shall also maintain in force adequate fire and extended coverage insurance, insuring all Common Property 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, but in no event such coverage shall be less than One Million Dollars (\$1,000,000). The Association shall notify all Mortgagees of which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All 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, Board members, the Declarant, any property manager, their respective employees and agents, the Lot Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more insured parties against other insured parties.

The Association shall maintain a fidelity bond indemnifying the Association, the Board of Directors and the Lot Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of three (3) months' assessments on all Lots in Copperfield, plus the Association's reserve funds.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days written notice to the Association, and all Mortgagees who have requested such notice, before the insurance policies or fidelity bonds can be cancelled or substantially modified for any reason. The Association shall cause the provisions of all insurance policies and fidelity bonds to comply with the Federal National Mortgage Association lending guide Chapter 3, Part 5, as established on January 3, 1983, as amended on June 30, 1983, or as such guide lines may be amended thereafter from time to time.

Section 5. Condemnation, Destruction. In the event that any of the Common Property shall be condemned or taken by any competent public authority, or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interests of the Owners in any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied, first, to the restoration and repair of any Common Property condemned, damaged, or destroyed, to the extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Common Property or turned over to the Owners in proportion to their Pro-Rata Shares, whichever may be determined by a majority vote of the members of the Association. Each Owner shall be responsible for pursuing his own action for damages to his Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Common Property; provided, however, that upon request of any Owner(s), the Association shall pursue such claims on such requesting Owners' behalf, and shall turn any recoveries for such Owners over to such Owners directly. The Association shall notify all Mortgagees of which it has notice of any condemnation, damage, or destruction of any Common Property.

83 78888

Section 6. Transfer of Control of Owner's Association. Declarant must transfer control of the Owner's Association to the Lot Owners no later than the earlier of (a) four (4) months after three-fourths (3/4) of the Lots in Copperfield have been conveyed to Lot purchasers or (b) five (5) years after the first Lot is conveyed in Copperfield.

Section 7. Mortgagees' Rights. The Mortgagees shall have the right, at their option, jointly or severally, to pay taxes or other charges which are in default or which may or have become a charge against the Common Property and to pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Common Property, and Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE VIII.

Expansion of Subdivision

Section 1. Method and Scope of Expansion. Declarant, at its option, and from time to time, may expand Copperfield to include all or any parts of the tract described in the attached Exhibit B, by the addition of further sections consisting of one or more Lots and any Common Property which in the discretion of Declarant is appropriate for addition with such section. Such further sections, if added, shall be added by the recordation of a plat of such section, consistent in detail and layout with plats of sections previously recorded, and by the recordation of a declaration imposing upon such section covenants substantially similar in form and substance to this Declaration. Declarant hereby covenants that the total number of Lots in Copperfield shall not exceed 144, and that no real estate shall be added thereto which is not within that described in Exhibit B.

Section 2. 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 Copperfield - Section I was recorded.

Section 3. 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 Copperfield as of the date of this Declaration.

ARTICLE IX.

Term

This Declaration shall be effective until January 1, 2000, and shall automatically renew for terms of ten (10) years each, in perpetuity, unless as of the end of any term the Owners of two-thirds (2/3) of the Lots and two-thirds (2/3) of the Mortgagees requesting notice of such action 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.

ARTICLE X.

83 78888

General Provisions

Section 1. Covenants Run With the Land. The covenants created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy, or possession of any portion of the Real Estate.

Section 2. Scope of Covenants. Declarant and each Owner of any Lot by acceptance of a deed therefor, whether or not it

shall be so expressed in such deed, are deemed to have agreed to each and every one of the various terms, Covenants, conditions, contained in this Declaration, and the same shall be of mutual and reciprocal benefit to Declarant and each Owner of each Lot. Declarant and each Owner shall be entitled to enforce this Declaration against any Owner to the full extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement at law or in equity. Each Owner shall be liable for any failure to fully comply with all of the terms, Covenants, and conditions, contained in this Declaration only so long as each such Owner shall have any interest in any Lot; provided, however, that the relinquishing of all of such interest shall not operate to release any Owner from liability for a failure to comply with this Declaration which occurred while said Owner had such interest.

Section 3. Attorneys' Fees. As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Declaration or any provision thereof, if the party bringing such action is successful in obtaining any remedy against any defaulting Owner, such defaulting Owner shall pay the reasonable attorneys' fees of such successful party, in such amount as may be fixed by the Court in such proceedings.

Section 4. Failure to Enforce Not a Waiver of Rights. The failure of Declarant, the Association, or any Owner to enforce any term, Covenant, or condition, herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other such term, Covenant, or condition.

Section 5. Rights of Mortgagees. Except to the extent otherwise provided in Article V, no breach of this Declaration 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 this Declaration. The provisions of Article VII hereinabove notwithstanding, neither the Owners nor the Association shall have any right to make any amendment to this Declaration 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.

Section 6. Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Section 7. Section Headings. Section headings used herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular sections to which they refer.

83 78889

Section 8. Notices. All notices in connection with this Declaration shall be made in writing and shall be deemed delivered (a) upon personal delivery to the individual person, if any, designated in writing by the Owner, as listed in the roster of Owner's names and addresses referred to in Article V; or (b) seventy two hours after the deposit thereof in any United States main or branch post office, first class postage prepaid, properly addressed to the addressee thereof at the address listed in the said roster.

Section 9. Limitations and Declarant's Rights. Any notice to or approval by Declarant under any provision of this Declaration shall not be necessary after such time as Declarant owns fewer than six (6) Lots within Copperfield.

Section 10. Deed Clause to Implement Declaration. Each Owner covenants and agrees that it will not execute or deliver any deed or conveyance of a fee title interest in any Lot, or any portion thereof, unless such deed or conveyance contains a clause substantially as follows:

"By acceptance and recording of this conveyance, the Grantee herein covenants and agrees to be bound by the Supplemental Declaration of Covenants and Restrictions For Copperfield pertaining to the real estate hereby granted, which is recorded as Instrument No. _____, in the Office of the Recorder of Marion County, Indiana",

and properly identifying the instrument number therein. However, the failure to include such clause shall not have any effect on this Declaration or the enforceability thereof against any Owner of any interest in any portion of the Real Estate.

Section 11. Provision Against Merger. Declarant hereby intends that the Real Estate shall be subject to this Declaration, that the Covenants contained herein shall not be merged into the title of the Declarant regardless of whether Declarant is the fee title owner of all or any part of the Real Estate at the time this Declaration is executed or recorded.

Section 12. Reservations of Declarant. Declarant hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Declarant, so long as Declarant owns at least six (6) Lots within SCM Copperfield; provided that Declarant 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 this Declaration to any Owner, or substantially increases the obligations imposed by this Declaration on any Owner.


Section 13. 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 the Streets, the right to the use of all Common Areas as parks or open spaces and the right of access thereto over the Streets, and the right of access to and use of the Drainage System, the Sewage System, and all utility lines and mains abutting or adjacent to his Lot; provided, however, that no Owner's use of any Common Property shall materially interfere with any other Owner's use thereof. In the event that any Owner's use of any Common Property causes such an interference, the Association or any Owner shall have all rights and remedies provided in Section 18 of Article IV of this Declaration, or at law or in equity, for such interference.

IN WITNESS WHEREOF, SCM Real Estate Development Corporation has executed this Supplemental Declaration of Covenants and Restrictions for Copperfield this 27 day of October, 1983.

SCM REAL ESTATE DEVELOPMENT
CORPORATION


Sol C. Miller, President

ATTEST:


Greg Catbough

83 78888

Legal Description

Copperfield - Section I

A part of the Southwest Quarter of the Northwest Quarter of Section 25, Township 17 North, Range 4 East, in Marion County, Indiana, more particularly described as follows, to-wit:

Commencing at the Southwest Corner of said Quarter Section; thence North 00°13'12" East (assumed bearing) along the west line of said Quarter Section 403.56 feet to the Point of Beginning of this description; thence continuing North 00°13'12" East along said west line 918.29 feet to the Northwest Corner of the Southwest Quarter of said Quarter Section; thence North 89°35'32" East along the north line of the Southwest Quarter of said Quarter Section, 465.03 feet, said line being contiguous with the south line of Eaglenest Subdivision, Section VIII West, a subdivision in Marion County, Indiana, recorded as Instrument #78055886 in the office of the Recorder of said county; thence South 00°13'12" West parallel with the west line of said Quarter Section 100.00 feet; thence South 15°03'52" West 97.59 feet; thence South 00°13'12" West parallel with the west line of said Quarter Section 35.00 feet; thence South 89°46'48" East 250.00 feet; thence South 00°13'12" West parallel with the west line of said Quarter Section 310.00 feet; thence South 89°46'48" East 20.00 feet; thence South 04°11'06" East 170.50 feet; thence South 10°48'06" West 55.82 feet; thence South 41°11'09" West 106.30 feet; thence South 19°20'34" West 54.97 feet; thence South 87°44'58" West 596.13 feet to the west line of parcel granted to City of Indianapolis and recorded as Instrument #76-70750 in the office of the Recorder of Marion County, Indiana, (the next three [3] courses along said parcel); thence North 02°16'10" West 105.48 feet; thence South 89°43'41" West parallel with the south line of said Quarter Section 10.00 feet; thence South 00°13'12" West parallel with the west line of said Quarter Section 105.92 feet; thence South 87°44'58" West 15.00 feet to the Point of Beginning, containing 13.15 acres, more or less; subject to all easements, highways and rights-of-way. ®

CHICAGO TITLE

83 78888

EXHIBIT A

Legal Description

A part of the Southwest Quarter of the Northwest Quarter of Section 25, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows, to-wit:

Beginning on the West line of the Northwest Quarter of Section 25, Township 17 North, Range 4 East 403.56 feet North 00°13'12" East (assumed bearing) from the Southwest corner of said Northwest Quarter; thence North 87°44'58" East 15.00 feet to the West line of a parcel of real estate conveyed to the City of Indianapolis by a Warranty Deed recorded as Instrument #76-70750 in the office of the Recorder of Marion County, Indiana; thence North 00°13'12" East on said West line parallel with the West line of said Northwest Quarter 105.92 feet to the North line of said real estate; thence North 89°43'41" East on said North line being parallel with the South line of said Northeast Quarter 10.00 feet to the East line of said real estate; thence South 02°16'10" East on said East line 105.48 feet to a point North 87°44'58" East from the place of beginning; thence North 87°44'58" East 596.13 feet; thence South 02°27'19" East 410.45 feet to a point 15.00 feet North of the South line of said Northwest Quarter; thence North 89°43'41" East parallel with said South line 699.53 feet to the East line of the Southwest Quarter of said Northwest Quarter; thence North 00°19'16" East on said East line 1310.07 feet to the North line of the Southwest Quarter of said Northwest Quarter; thence South 89°35'32" West on said North line 1346.21 feet to the West line of said Northwest Quarter; thence South 00°13'12" West on said West line 918.29 feet to the place of beginning, containing 34.519 acres, more or less,

Subject to all highways, rights-of-way and easements.

83 78888 CHICAGO TITLE

83 78887

26

CODE OF BY-LAWS OF
SCM COPPERFIELD HOMEOWNERS ASSOCIATION, INC.
A NOT-FOR-PROFIT INDIANA CORPORATION

ARTICLE I

Identification and Applicability

All of the Owners, tenants, or their guests and invitees, or any other person that might now or hereafter use or occupy a Lot or any part of Copperfield, shall be subject to the rules, restrictions, terms and conditions set forth in the Declaration, Supplemental Declaration, and these By-Laws, as the same may be amended from time to time.

ARTICLE II

Definitions For All Purposes Of These By-Laws

The following terms, whenever used in these By-Laws, shall have the meanings assigned to them by this Article II:

Section 2.01. Association. "Association" means SCM Copperfield Homeowners' Association, Inc., an Indiana not-for-profit corporation.

Section 2.02. Common Areas. "Common Areas" means certain areas which may be designated by Declarant as lakes, parks, or as common area on the plat or plats of Copperfield, as the same may be recorded from time to time, and which is intended for the common benefit of all Lots.

Section 2.03. Common Expense. "Common Expense" means the actual and estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of common property, and any other cost or expense incurred by the Association for the benefit of the common property; provided, however, that there shall not be included in Common Expenses any costs or expenses incurred in connection with the initial installation or completion of the streets, utility lines and mains, street lights, or other improvements constructed by Declarant.

Section 2.04. Copperfield. The term "Copperfield" means and includes all sections thereof as shall have been platted and recorded from time to time by Declarant in accordance with the provisions of the Declaration and Supplemental Declaration.

RECEIVED FOR RECORD
BETH CHAMBERLAIN
REC'D

OCT 27 2 10 PM

CHICAGO TITLE

Section 2.05. Declarant. "Declarant" means SCM Real Estate Development Corporation, an Indiana corporation, or any other person, firm, corporation or partnership which succeeds to the interest of SCM Real Estate Development Corporation as developer of Copperfield.

Section 2.06. Lot. "Lot" means any of the separate parcels numbered and identified on the plat or plats of Copperfield, as the same may be recorded from time to time.

Section 2.07. Mortgagee. The term "Mortgagee" means any holder, insurer, or guarantor of any first mortgage on any Lot.

Section 2.08. Owner. "Owner" means any person or persons who acquire, after the date of the Declaration, legal and/or equitable title to any Lot; provided, however, that "Owner" shall not include any holder of any mortgage of all or any part of any Lot, so long as such holder does not hold both legal and equitable title thereto.

ARTICLE III

Meetings of Association

Section 3.01. Purpose of Meetings. At least annually and at such other times as may be necessary or appropriate, a meeting of the Owners shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of Common Expenses, and for such other purposes as may be required by the Declaration, Supplemental Declaration or these By-Laws.

Section 3.02. Annual Meetings. The annual meeting of the members of the Association shall be held on the second Tuesday of January of each calendar year. The first annual meeting shall not be held until the time of turnover of control of the Association by Declarant, or at such earlier time or times as may be determined by the Declarant, and the date or dates thereof shall be set by Declarant. At each annual meeting, the Owners shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 3.03. Special Meetings. A special meeting of the members of the Association may be called by resolution of the Board of Directors or upon a written petition of the Owners who have not less than a majority of the Owners. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 3.04. Notice and Place of Meetings. All meetings of the members of the Association shall be held at such location within Marion County, Indiana as may be designated by the Board of Directors. Written notice stating the date, time, place of any meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Owner and, if applicable, to any Mortgagee not less than fourteen (14) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at their respective addresses as the same shall appear upon the records of the Association, and to the Mortgagees at their respective addresses as they shall appear on the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 3.05. Voting.

(a) Number of Votes. Each Owner shall be entitled to cast one vote on each matter submitted for voting at any meeting. The total number of votes for or against any matter shall then be divided by the number of Lots then in the Copperfield to determine the respective proportions of Owners supporting or opposing such matter. In voting for directors, each Owner (or his representative) shall be entitled to cast one vote for each directorship being filled at that meeting, and the candidate(s) receiving the highest number of votes shall fill the available directorship(s); provided that no Owner shall be allowed to accumulate his votes.

(b) Multiple Owners. When the Owner of a Lot constitutes more than one person or entity, or is a partnership, there shall be only one voting representative entitled to cast the vote allocable to that Lot. At the time of acquisition of title to a Lot by a multiple Owner or a partnership, those persons constituting such Owner or the partners shall file with the Secretary of the Association an irrevocable proxy appointing one of such persons or partners as the voting representatives for such Lot, which shall remain in effect until such appointed representative relinquishes such appointment in writing, becomes incompetent, dies, or such appointment is otherwise rescinded by order of a court of competent jurisdiction. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings pursuant to paragraph (d) of this Section 3.05, which shall constitute relinquishment of his right to act as voting representative for the Lot at such meeting or meetings.

83 78887

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustees may cast the vote on behalf of the trust, and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled.

(d) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to the Association prior to the commencement of the meeting.

(e) Quorum. Except where otherwise expressly provided in the Declaration, Supplemental Declaration or these By-Laws, the presence of Owners or their duly authorized representatives holding a majority of the total vote shall constitute a quorum at all meetings. The terms "majority of Owners" and "majority of the vote", as used in these By-Laws, shall mean, unless otherwise expressly indicated, not less than fifty-one percent (51%) of the total vote as determined by the applicable provisions set forth in the Supplemental Declaration or in these By-Laws, and shall not mean a majority of the persons or votes present or represented at such meeting.

(f) Conduct of Meeting. The Chairman of the meeting shall be the President of the Association. He shall call the meeting to order at the duly designated time, and business will be conducted in the following order:

- (1) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.
- (2) Treasurer's Report. The Treasurer shall report to the Owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.
- (3) Budget. The proposed budget for the current calendar year shall be presented to the Owners for approval or amendment.
- (4) Election of Board of Directors. Nominations for the Board of Directors may be made by an

Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least ten (10) days prior to the annual meeting. Voting for Board of Directors will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast the total number of votes to which he is entitled for as many nominees as are to be elected; however, he shall not be entitled to accumulate his votes. Those persons receiving the highest number of votes shall be elected.

- (5) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a majority of the vote.
- (6) Committee Reports. Reports of committees designated to supervise and advise on the respective segments of maintenance and operations assigned by the Board of Directors shall be presented.
- (7) Adjournment.

Section 3.06. Control During Development. Notwithstanding any other provision of the Declaration, Supplemental Declaration or these By-Laws, from and after the date of the Declaration until the date when Declarant turns over control of the Association to the Owners, as determined by Declarant within the limitations set forth in Article VII Section 6 of the Supplemental Declaration, the Association shall be governed by the initial Board of Directors appointed by Declarant. Said initial Board of Directors shall exclusively hold all rights and powers which a Board of Directors or the Association would have under the Declaration, Supplemental Declaration or these By-Laws, except as specifically limited in this Section 3.06. Said initial Board of Directors may appoint from time to time from among the Owners committees to advise and assist it in the performance of its functions. The rights and powers of said initial Board of Directors shall be limited as follows:

83 78887

- (a) The power of assessment shall be limited in that the total yearly assessments against any Lot during the first year after the date of the Declaration shall not exceed One Hundred Dollars (\$100.00) per year and shall not be increased in any subsequent year prior to turnover by more than twelve percent (12%) over the assessment in the preceding year.
- (b) Said initial Board shall not take any action requiring the vote or consent of any Mortgagee unless the vote or consent of such Mortgagee is obtained in accordance with the provisions of the Supplemental Declaration and these By-Laws.

Declarant shall have the right to waive, on behalf of the Association, the annual meetings and annual accountings provided for in this Article III. At the time of turnover of control by Declarant, the first annual meeting of the Association will be called, at which time the rights and powers of the initial Board of Directors shall terminate and the Association shall thereafter be governed in accordance with the provisions of the Declaration, Supplemental Declaration and these By-Laws other than this Section 3.06.

ARTICLE IV

Board of Directors

Section 4.01. Qualifications. The affairs of the Association shall be governed and managed by the Board of Directors (herein sometimes collectively called "Board" and individually called "Directors"). The initial Board shall be composed of three (3) persons appointed by Declarant. After the expiration of the term of the initial Board as provided in Section 3.06 hereinabove, the constituency of such Board may be increased to, but shall not exceed, nine (9). The number of Directors shall be increased in accordance with this Section 4.01 only if the increase is properly brought before the Association at an annual meeting or special meeting called for such purpose and approved by a majority of the vote. No person shall be eligible to serve as a Director unless he is an Owner or is an attorney, agent, or employee of Declarant.

Section 4.02. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then the person entitled to cast the vote on behalf of such multiple Owners shall be eligible to serve on the Board.

83 78887

Section 4.03. Term of Office and Vacancy. The Board of Directors shall be elected at each annual meeting of the Association subject to the limitations set forth in Section 3.06 above. Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Directors or by vote of the Owners if a Director is removed in accordance with Section 4.04 of this Article IV.

Section 4.04. Removal of Directors. After the tenure of the initial Board of Directors has expired, a Director or Directors may be removed with or without cause by a majority of the vote at a special meeting of the Owners duly called and constituted. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director selected shall serve until the next annual meeting of the Owners or until his successor is duly elected and qualified.

Section 4.05. Duties of the Board of Directors. The Board of Directors shall provide for the administration of the Association, the maintenance, upkeep, and replacement of the Common Areas, and the collection and disbursement of the Common Expenses. These duties include, but are not limited to:

- (a) Repair and replacement of the Common Areas;
- (b) Procuring of utilities, removal of garbage and waste, and snow removal from the Common Areas;
- (c) Landscaping, painting, decorating, and furnishing of the Common Areas;
- (d) Assessment and collection from the Owners of the Owner's pro-rata share of the Common Expenses.
- (e) Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (f) Preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred during each year, which accounting shall be delivered to each Owner simultaneously with delivery of the annual budget;
- (g) Keeping a current, accurate, and detailed record of receipts and expenditures affecting the Common Areas, specifying and itemizing the Common

Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours.

- (h) Procuring and maintaining in force all insurance coverage required by the Supplemental Declaration to be maintained for the Association.

Section 4.06. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonably necessary or appropriate to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) To employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties; however, the initial Board of Directors shall not directly or indirectly enter into any contract which binds the Association for a period of more than three (3) years; and if the Board of Directors enters into a contract with the Declarant or an affiliate of the Declarant, any such contract shall include a provision which allows the Association to terminate such contract at any time, and such right of termination shall not require payment of any penalty or advance notice of termination of more than ninety (90) days;
- (b) To purchase for the benefit of the Owners such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors;
- (c) To procure for the benefit of the Owners fire and extended coverage insurance covering the Common Areas to the full insurable value thereof and to procure public liability and property damage insurance and Workmen's Compensation insurance, if necessary, for the benefit of the Owners and the Association;
- (d) To employ legal counsel, architects, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;
- (e) To include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;

83 78887

- (f) To open and maintain a bank account or accounts in the name of the Association; and
- (g) To adopt, revise, amend, and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the Common Areas.

Section 4.07. Limitations on Board Action. After the tenure of the initial Board of Directors, the authority of the Board of Directors to enter into contract shall be limited to contracts involving a total expenditure of less than \$3,000.00, unless the prior approval of a two-thirds (2/3) majority of Owners is obtained, except in the following cases:

- (a) Supervision and management of the replacement or restoration of any portion of the Common Areas damaged or destroyed by fire or other casualty, where the cost thereof is payable out of insurance proceeds actually received; and,
- (b) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting.

Section 4.08. Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a two-thirds (2/3) majority of the Owners.

Section 4.09. Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. The Secretary shall give notice of regular meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meetings. At any time after the tenure of the initial Board of Directors has expired, a special meeting of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary, who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place as shall be designated in the notice.

83 78887

Section 4.10. Waiver of Notice. Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place, and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.11. Non-Liability of Directors. The Directors shall not be liable to the Owners for any action or inaction in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the Directors against any and all liability to any person, firm, or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to these provisions of the Declaration, Supplemental Declaration or these By-Laws. It is intended that the Directors shall have no personal liability with respect to the contracts made by them on behalf of the Association and that in all matters, the Board is acting for and on behalf of the Owners and as their agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Directors shall be limited to such percentage of the total liability or obligation thereunder as is equal to one divided by the total number of Lots in the Association. Every contract made by the Board or the Managing Agent on behalf of the Association shall provide that the Board of Directors and the Managing Agent, as the case may be, is acting as agent for the Owners and shall have no personal liability thereunder, except in their capacity as Owners and then only to the extent of their percentage interest in the Association.

Section 4.12. Additional Indemnity of Directors. The Association shall indemnify any person and such person's heirs, assigns, and legal representatives, who shall be made a party to any action, suit, or proceeding by reason of the fact that he is or was a Director of the Association, against the reasonable expenses, including attorney's fees, actually and reasonably incurred by him in connection with the defense of such action, suit, or proceeding, or in connection with any appeal therein, and including the reasonable amount of any of settlement of, or judgment rendered in, any action, suit or proceeding, unless it shall be found by a two-thirds (2/3) majority of the Owners that such Director was guilty of misconduct, or unless it is expressly admitted or determined in any action, suit, or proceeding that said Director acted in bad faith. No Director shall be considered or deemed to be guilty of or liable for misconduct in the performance of his duties where such Director reasonably relied on the books and records of the Association or statements or advice made by or prepared by the

Managing Agent of the Association or any officer or employee thereof, or any accountant, attorney or other person, firm, or corporation employed by the Association to render advice or service, unless such Director had actual knowledge of the falsity or incorrectness thereof. In no case shall a Director be deemed guilty of or liable for misconduct solely by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

ARTICLE V

Officers

Section 5.01. Officers of the Association. The principal officers of the Association shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 5.02. Election of Officers. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each election thereof. Upon recommendation of a majority of all members of the Board and upon an affirmative vote of a majority of all Owners, any officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 5.03. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. After the tenure of the initial Board of Directors, he shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of the president or chief executive officer of a corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from among the Owners as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 5.04. The Vice-President. The Vice-President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice-President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed upon him by the Board or by the President.

83 78887

Section 5.05. The Secretary. The Secretary shall be elected from among the Owners or Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 5.06. The Treasurer. The Board shall elect from among the Owners or Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. He shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name and for the exclusive benefit of the Association.

Section 5.07. Assistant Officers. The Board of Directors may from time to time designate and elect from among the Owners an Assistant Secretary and Assistant Treasurer, who shall have such powers and duties as the Officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Directors may prescribe.

ARTICLE VI

Section 6.01. Obligations of Owners. Each of the Owners within Copperfield shall automatically and mandatorily be members in the Association and be entitled to all of the privileges and subject to all of the obligations thereof. All Owners, by their acceptance of their respective deeds to their Lots, covenant and agree to be bound by the conditions, restrictions, and obligations contained in the Articles of Incorporation and regulations of the Owners' Association and of the provisions hereof.

Section 6.02. Annual Accounting. Annually, after the close of each calendar year and prior to the date for notice of the annual meeting of the Association, the Board shall cause to be prepared and furnished to each Owner a financial Statement, which statement shall show all receipts and expenses received, incurred, and paid during the preceding calendar year. At such time the Association has fifty or more members, the Board of

Directors shall cause an audit of the annual financial statements to be performed by a Certified Public Accountant licensed to practice in the State of Indiana.

Section 6.03. Proposed Annual Budget. Annually, on or before the date for notice of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses for the ensuing year, and furnish a copy of such proposed budget to each Owner prior to the annual meeting. The proposed annual budget shall be submitted to the Owners at the meeting of the Association for adoption, and if so adopted, shall be the basis for the annual assessments for the ensuing calendar year. At the annual meeting of the Owners, the proposed annual budget may be approved in whole or in part, or may be amended in whole or in part by a majority of the vote; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved at such meeting.

Section 6.04. Annual Assessments. The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses in the ensuing year as set forth in said budget, contain a proposed assessment against each Lot based on the percentage interest of each Lot within Copperfield.

Section 6.05. Working Capital Assessments. To insure that the Association will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, the Association will have a working capital fund at least equal to two months estimated common charges for each Lot, which is to be established by the Declarant. Any amounts paid into this fund will not be considered as advance payments of regular assessments. Each Lot's share of the working capital fund will be collected at the time the sale of the Lot is closed and will be transferred to the Association for deposit in the working capital fund. Within sixty (60) days after closing has been held for the first Lot, the Declarant will pay each unsold Lot's share of the working capital fund to the Association. The Declarant will reimburse itself for this payment from the funds collected at closing when the unsold Lots are sold.

ARTICLE VII

Section 7.01. Right of Entry. An Owner or occupant of a Lot shall be deemed to have granted the right of entry to the Managing Agent or any person authorized by the Board in case of any emergency, in order to remedy any circumstance threatening his Lot or the Building which is located thereon, whether the Owner is present at the time or not. Any Owner shall permit other persons or their representatives when so required, to

83 78887

enter upon his Lot for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergencies, such right or entry shall be immediate.

Section 7.02. Right of Board to Adopt Rules and Regulations. The Board may promulgate such additional rules and regulations regarding the operation of the Common Areas, including but not limited to, the use of the Common Areas, as it may deem necessary from time to time and such rules as are adopted may be amended by a vote of a two-thirds (2/3) majority of the Board, and the Board shall cause copies of such rules to be delivered or mailed promptly to all Owners. Any rule or regulation promulgated by the Board may be altered, amended, or repealed by a two-thirds (2/3) majority of the Owners at any annual meeting or any special meeting called for such purpose.

ARTICLE VIII

Amendment to By-Laws

Section 8.01. These By-Laws may be amended by Declarant in the same manner and to the same extent as the Declaration and Supplemental Declaration; in addition, these By-Laws may be amended by a two-thirds (2/3) majority of the vote of the Owners and a two-thirds (2/3) majority of the Mortgagees requesting notice of such action in a duly constituted meeting called for such purpose, except that the right of amendment is exclusively reserved to the initial Board of Directors during the period set out in Section 3.06 above, and except as prohibited by any provision of the Declaration, Supplemental Declaration or these By-Laws, as the same may be amended from time to time.

ARTICLE IX

Mortgages

Section 9.01. Notice to Association. Any Owner who places a first mortgage lien upon his Lot or the Mortgagee shall notify the Secretary of the Association and provide the name and address of the Mortgagee. A record of such Mortgagee and notice required to be given to the Mortgagee pursuant to the terms of the Declaration, Supplemental Declaration or these By-Laws shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgages and the name and address of Mortgagee are furnished to the Secretary, either by Owner or by the Mortgagee, no notice to any Mortgagee as may

83 78887

be otherwise required by the Declaration, Supplemental Declaration or these By-Laws shall be required, and no Mortgagee shall be entitled to vote on any matter on which he otherwise may be entitled to vote by virtue of the Declaration, Supplemental Declaration or these By-Laws or proxy granted to such Mortgagee in connection with the Mortgage.

Section 9.02. Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed mortgagee, or purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Annual or Special Assessments against the Lot, which statement shall be binding upon the Association and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments in excess of the amount set forth in such statements.

CERTIFICATION

The undersigned, being first duly sworn, hereby certifies that the within and foregoing Code of By-Laws of SCM Copperfield Homeowners Association, Inc. are true and correct.

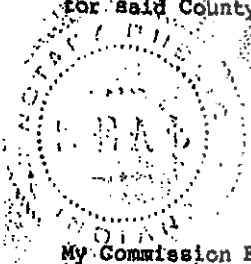


Sol C. Miller

83 78887

STATE OF INDIANA)
COUNTY OF MARION) SS:

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 27 day of October, 1983.



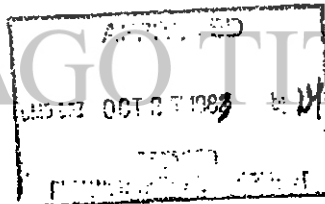
Gregory P. Brown
Signature
Gregory P. Brown
Printed Notary Public

My Commission Expires:
6/14/87

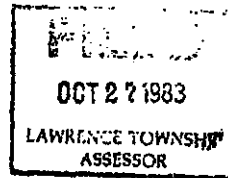
My County of Residence:
Marion

This instrument was prepared by Zeff A. Weiss, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282.

CHICAGO TITLE



83 78887



83 83158

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT
OF REAL ESTATE MADE IN CONNECTION WITH A
REZONING OF PROPERTY

FILED
JUL 22 1983
DEPT. METRO DEVELOPMENT
By _____

83
1600

In accordance with IND. CODE § 36-7-4-607, GEORGE BENKO, JR., and DORIS JEAN BENKO, husband and wife, the owners and vendors, and LAWRENCE NORTH ASSOCIATES, the vendee (collectively, the "Owners"), of the real estate located in Marion County, Indiana, which is described below (the "Real Estate"), make the following COMMITMENTS concerning the use and development of the Real Estate:

Legal description: See Exhibit A, attached hereto and made a part hereof.

Statement of COMMITMENTS:

1. The Real Estate will be developed in a manner that is consistent with the preliminary plat attached hereto and made a part hereof as Exhibit B and the preliminary plan (which, to the extent inconsistent therewith, supersedes such preliminary plat) attached hereto and made a part hereof as Exhibit C (collectively, the "Preliminary Plan"), which provides for the use and development of the Real Estate for one hundred forty-four (144) zero-lot-line single-family dwellings (the "Homes") comprising a development known as "Copperfield" (the "Development").

2. All of the Development will be platted in accordance with the requirements and standards set forth in the Subdivision Control Ordinance of Marion County, Indiana. Any covenants set forth in the plat of the Developments are hereby incorporated by reference into these Commitments.

3. All streets within the Development will be constructed in accordance with the requirements and standards for public street construction established by the Department of Transportation of the City of Indianapolis, Indiana ("DOT"); will be dedicated to the public; and will be maintained by DOT.

4. The storm water drainage plan for the Development will comply with the requirements and standards set forth in Chapter 10-1/2 of the Code of Indianapolis and Marion County, Indiana, and all drainage facilities will be constructed for acceptance and maintenance by the Department of Public Works of the City of Indianapolis, Indiana.

5. A landscaping plan will be developed for the common and public areas within the Development. The landscaping plan will be prepared in accordance with design parameters established by the

RECEIVED FOR RECORD
BETH O'NEIGHAN
RECORDER, MARION CO.

9 25 AM '83
Nov 11

83-2-83

1

staff of the Division of Development Services of the Department of Metropolitan Development of the City of Indianapolis, Indiana, and will be submitted for approval by the Administrator of that Division (the "Administrator").

6. All existing buffer areas along the north and east property lines of the Real Estate will be maintained where possible, as shown on the Preliminary Plan.

7. Park-like areas will be constructed for the use of the residents of the Development, as shown on the Preliminary Plan.

8. A homeowners' association will be formed for the purpose of maintaining all common areas in the Development. All owners of Homes will become members of the homeowners' association and will continue to be members for so long as they are owners.

9. A standard mailbox and post will be adopted for the Development and will be installed by the builder of the Homes (the "Builder").

10. The Development will be divided into five (5) phases or sections, as shown on the Preliminary Plan, with phase/section 1 commencing at the Hague Road entrance and phase/section 4 commencing at the 75th Street entrance. Phase/section 5 will be the northeasternmost section, including the wooded area, and will be developed last.

11. All utility facilities in the Development will be underground.

12. The Builder will install permanent signage at each entrance to the Development. The Builder may also install temporary signage during the development or building process, provided that the maximum height of such signage will not exceed ten (10) feet and provided, further, that there will be no large billboard-type signs. All temporary and permanent signage will be subject to approval by the Castleton East Civic Organization ("CECO").

13. Each Home will have no less than (i) one (1) 2" deciduous shade tree, (ii) two (2) 6' pines, (iii) one hundred eighty-five (185) square feet of planting bed area containing no less than fourteen (14) foundation-type plants, and (iv) 2" of shredded bark mulching in all bed areas, all of which will be provided by the Builder at a cost of not less than three percent (3%) of the gross selling price of the Home.

33 83158

14. Each driveway in the Development will be of a concrete or asphalt material and will not exceed in width the side boundaries of the garage. No additional parking will be permitted on a lot other than the existing driveway.

15. Each lot in the Development will be finish graded and seeded by the Builder.

16. Each Home will have a continuous concrete sidewalk from the driveway to the front porch.

17. All garage doors in the Development will be of a Masonite or wood material.

18. All exposed antennas in the Development will be subject to approval by the homeowners' association. In no event will antenna height above roof peak exceed five (5) feet.

19. All model Homes will be constantly maintained by the Builder. Parking for model Homes will be provided within the boundaries of the Development.

20. All utility meters and HVAC units in the Development will be located in places unseen from the fronts of the Homes. No outside fuel storage tanks will be permitted above ground, and no gasoline storage will be permitted above or below ground, in the Development.

21. 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.

22. All gutters and downspouts in the Development will be painted or of a colored material other than grey galvanized.

23. 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 4/12 or greater.

24. The Builder will keep all streets within the Development cleaned of excessive dirt and material caused by construction of the Homes.

25. All Home construction sites will be kept free of any unnecessary trash and equipment, and in a clean and orderly fashion.

26. Every effort will be used to place plumbing vent stacks in the Development in inconspicuous locations.

83 83158

27. No two Homes with the same elevation will be placed side-by-side.

28. All Homes will have 3 or 4 bedrooms, a 2-car garage and a minimum of thirteen hundred (1,300) square feet of living area except that no more than twenty-five percent (25%) of the Homes may have two bedrooms, a 2-car garage and a minimum of twelve hundred (1,200) square feet of living area.

29. No metal, fiberglass or similar type material awnings or patio covers will be permitted in the Development.

30. 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 front corner of the Home; and all wood fencing will match the Home color.

31. No outbuildings or storage sheds will be permitted in the Development.

32. No above-ground swimming pools will be permitted in the Development.

33. No solar heat panels will be permitted on roofs of Homes. All such panels will be enclosed within fenced areas no larger than the lot boundaries.

34. Modular-type construction will not be permitted in the Development.

34. Before any development takes place, the Administrator shall approve a detailed plan specifying the location, composition and general engineering features of all lots, drainage, sewage, water supply facilities, recreational facilities, site perimeter treatment and other pertinent site development features including general locations and architectural features of proposed buildings. Such approval shall be conditioned upon a finding by the Administrator that the detailed plan is consistent with the Preliminary Plan.

These COMMITMENTS shall be binding on the Owners, subsequent owners of the Real Estate and other persons acquiring an interest therein, specifically including, but not limited to, all owners of Homes. These COMMITMENTS may be modified or terminated by a decision of the Metropolitan Development Commission made at a public hearing after proper notice has been given.

83 83158

The COMMITMENTS contained in this instrument shall be effective upon the adoption of rezoning petition no. 83-Z-83 by the City-County Council changing the zoning classification of the Real Estate from a D-P zoning classification to a D-P zoning classification; and shall continue in effect for as long as the Real Estate remains zoned to the D-P zoning classification.

These COMMITMENTS may be enforced jointly or severally by:

1. The Metropolitan Development Commission;
2. Owners of all parcels of ground adjoining the Real Estate to a depth of two (2) ownerships, but not exceeding six hundred sixty (660) feet from the perimeter of the Real Estate. The identity of owners shall be determined from the records of the Washington Township Assessor which list the current owners of record; and
3. The Castleton East Civic Organization (CECO).

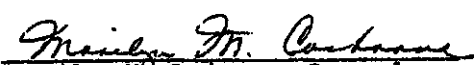
The undersigned hereby authorize the Division of Development Services of the Department of Metropolitan Development to record this instrument in the Office of the Recorder of Marion County, Indiana, upon final adoption of the rezoning petition no. 83-Z-83.

IN WITNESS WHEREOF, the Owners have executed this instrument this 22 day of July, 1983.


George Benko, Jr.


Doris Jean Benko

LAWRENCE NORTH ASSOCIATES

By 
Marilyn M. Cochrane, General
Partner

83 83158

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared George Benko, Jr., and Doris Jean Benko, husband and wife, the owners and vendors of the Real Estate, who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 20th day of July, 1983.

Ben J. Weaver
Notary Public

BEN J. WEAVER
(printed)

My Commission Expires: January 27, 1989

My County of Residence: MARION

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Marilyn M. Cochran, known to me and known by me to be a General Partner of Lawrence North Associates, an Indiana limited partnership, the vendee of the Real Estate, who acknowledged the execution of the foregoing instrument for and on behalf of said limited partnership and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 3 day of June, 1983.

John T. Rupp
Notary Public

John T. Rupp
(printed)

My Commission Expires: June 6, 1985

My County of Residence: Marion

83 53158

This instrument was prepared by Bruce R. Karr, Attorney-at-Law, 1313 Merchants Bank Building, Indianapolis, Indiana 46204.

Exhibit A
(to Commitments)

LAND DESCRIPTION

Part of the Southwest Quarter of the Northwest Quarter of Section 25, Township 17 North, Range 4 East in Marion County, Indiana, described as follows:

Beginning on the West line of the Northwest Quarter of Section 25, Township 17 North, Range 4 East 403.56 feet North $00^{\circ}13'12''$ East (assumed bearing) from the Southwest corner of said Northwest Quarter; thence North $87^{\circ}44'58''$ East 15.00 feet to the West line of a parcel of real estate conveyed to the City of Indianapolis by a Warranty Deed recorded as Instrument #76-70750 in the Office of the Recorder of Marion County, Indiana; thence North $00^{\circ}13'12''$ East on said West line parallel with the West line of said Northwest Quarter 105.92 feet to the North line of said real estate; thence North $89^{\circ}43'41''$ East on said North line being parallel with the South line of said Northeast Quarter 10.00 feet to the East line of said real estate; thence South $02^{\circ}16'10''$ East on said East line 105.48 feet to a point North $87^{\circ}44'58''$ East from the place of beginning; thence North $87^{\circ}44'58''$ East 596.13 feet; thence South $02^{\circ}27'19''$ East 410.45 feet to a point 15.00 feet North of the South line of said Northwest Quarter; thence North $89^{\circ}43'41''$ East parallel with said South line 699.53 feet to the East line of the Southwest Quarter of said Northwest Quarter; thence North $00^{\circ}19'16''$ East on said East line 1310.07 feet to the North line of the Southwest Quarter of said Northwest Quarter; thence South $89^{\circ}35'32''$ West on said North line 1346.21 feet to the West line of said Northwest Quarter; thence South $00^{\circ}13'12''$ West on said West line 918.29 feet to the place of beginning, containing 34.549 acres, more or less.

CHICAGO TITLE

83 83158

JOHN R. VON ARX
MARION COUNTY AUDITOR

078823 MAR 25 6

DAILY RECORDATION
SUBJECT TO LITIGAL ACCEPTANCE
FOR TRANSFER

**AMENDED & RESTATED SUPPLEMENTAL
DECLARATION OF COVENANTS
AND RESTRICTIONS FOR COPPERFIELD**

28
4

This Amended & Restated Supplemental Declaration of Covenants and Restrictions for Copperfield was executed this 17th day of March, 1997.

WITNESSETH:

WHEREAS, the Copperfield subdivision located in Marion County was established by a certain "Supplemental Declaration of Covenants and Restrictions for SCM Copperfield" which was recorded on October 27, 1983, as **Instrument No. 83-78888** in the Office of the Recorder of Marion County, Indiana, said Declaration together with all amendments and/or supplements thereto being hereafter referred to as the "Original Supplemental Declaration"; and

WHEREAS, the Final Plat for Copperfield Section One was filed with the Office of the Recorder of Marion County, Indiana on October 4, 1983, as **Instrument No. 83-72633** and established forty-eight (48) Lots numbered one (1) through forty-eight (48) and Common Areas comprising Section I of the Copperfield subdivision; and

WHEREAS, the Final Plat for Copperfield Section Two was filed with the Office of the Recorder of Marion County, Indiana on August 3, 1984, as **Instrument No. 84-60355** and established fifteen (15) Lots numbered forty-nine (49) through sixty-three (63) and Common Areas comprising Section II of the Copperfield subdivision; and

WHEREAS, the Final Plat for Copperfield Section Three was filed with the Office of the Recorder of Marion County, Indiana on August 3, 1984, as **Instrument No. 84-60358** and established twenty-two (22) Lots numbered sixty-four (64) through eighty-five (85) and Common Areas comprising Section III of the Copperfield subdivision; and

WHEREAS, the Final Plat for Copperfield Section Four was filed with the Office of the Recorder of Marion County, Indiana on November 9, 1984, as **Instrument No. 84-88194** and established twenty-one (21) Lots numbered eighty-six (86) through one hundred six (106) and Common Areas comprising Section IV of the Copperfield subdivision; and

WHEREAS, the Final Plat for Copperfield Section Five was filed with the Office of the Recorder of Marion County, Indiana on December 17, 1984, as **Instrument No. 84-98476** and established thirty-eight (38) Lots numbered one hundred seven (107) through one hundred forty-four (144) and Common Areas comprising Section V of the Copperfield subdivision; and

WHEREAS, the Final Plats described above for Copperfield Sections I through V constitute all of the planned community known as Copperfield and includes all of the Real Estate which is subject to the Original Supplemental Declaration; and

FILED
MAR 24 1997
LAWRENCE TOWNSHIP
ASSESSOR

DEPT. OF METROPOLITAN DEVELOPMENT
DATE 3/25/97
PER [Signature]
ADMINISTRATOR

03/25/97 01:57PM JOHN N. KIMMEL MARION CITY RECORDER CMC 64.00 PAGES: 28
Inst # 1997-0044866

WHEREAS, the Final Plats described above for Copperfield Sections I through V included certain terms and restrictions under the heading "Declaration of Covenants and Restrictions" (hereafter, the "Plat Restrictions"); and

WHEREAS, the original developer of Copperfield 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 Original Supplemental Declaration and the Plat Restrictions, for the benefit of the Real Estate and each Owner of all or part thereof; and

WHEREAS, the original developer of Copperfield deemed it desirable for the efficient preservation of values and amenities in the community to create an agency to which would be delegated and assigned the powers of owning, maintaining and administering the common facilities located on the Property, administering and enforcing the covenants and restrictions contained in the Original Supplemental Declaration, collecting and disbursing the assessments and charges imposed and created by the Original Supplemental Declaration, performing certain maintenance, repairs and replacement of certain landscaping and other improvements as provided in the Original Supplemental Declaration and Plat Restrictions, and promoting the health, safety, and welfare of the owners of the Real Estate, and all parts thereof; and

WHEREAS, the original developer of Copperfield caused to be incorporated under the laws of the State of Indiana a nonprofit corporation under the name "SCM Copperfield Homeowners Association, Inc." as such agency for the purpose of exercising such functions (hereafter, "Association"); and

WHEREAS, the Original Supplemental Declaration no longer needs to reflect the special rights of the developer; and

WHEREAS, the Owners of the Lots within Copperfield desire to amend certain provisions of the Original Supplemental Declaration, to incorporate into this Amended & Restated Supplemental Declaration certain of the Plat Restrictions, and to restate the same for the convenience of the Owners in a single document; and

WHEREAS, Article VII, Section 3 of the Original Supplemental Declaration states that any proposed amendment to the Original Supplemental Declaration must be approved by a vote of the Owners of not less than two-thirds (2/3) of the total number of Lots; and

WHEREAS, after written notice was duly given, the Annual Meeting of the Owners and the Association was held on February 26, 1997; and

WHEREAS, one of the purposes of said Annual Meeting as stated in the notice for the meeting was for the Association's members to consider and vote upon the following Amended & Restated Supplemental Declaration; and

WHEREAS, at said meeting, the Owners of one hundred six (106) Lots, in person or by proxy, voted in favor of amending and restating the Original Supplemental Declaration pursuant to the terms below; and

WHEREAS, the Owners of the one hundred six (106) Lots who voted in favor of amending the Original Supplemental Declaration pursuant to the terms and conditions below constitute more than two-thirds (2/3) of all Owners of the one hundred forty-four (144) Lots in Copperfield; and

WHEREAS, another purpose of said Annual Meeting as stated in the notice thereof was for the Owners to vote upon the Amended & Restated Code of By-Laws of the Association, which is incorporated herein as Exhibit "B"; and

WHEREAS, at said Annual Meeting, the Owners, in person or by proxy, of more than two-thirds (2/3) of all Owners of the one hundred forty-four (144) Lots in Copperfield voted to approve and adopt the Amended & Restated Code of By-Laws of the Association as set forth in Exhibit "B" hereto; and

NOW, THEREFORE, the Owners hereby declare that the Real Estate, is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which 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 which ran and shall continue to run with the Real Estate and be binding upon all parties having any right, title or interest in the Real Estate, their heirs, successors and assigns.

ARTICLE I DEFINITIONS

The following terms, whenever used in this Declaration shall have the following meanings:

Section 1.1. Assessment. "Assessment" means the share of the Common Expenses imposed upon each Lot.

Section 1.2. Association. "Association" means SCM Copperfield Homeowners Association, Inc., an Indiana not-for-profit corporation, formed for the purpose of determining

and collecting the Assessments, upkeep of the common property, and overseeing and enforcing the terms of these Covenants and Restrictions.

Section 1.3. By-Laws. "By-Laws" means the Code of By-Laws for the Association, a true and accurate copy of which is attached hereto as Exhibit "B" and incorporated herein.

Section 1.4. Common Areas. "Common Areas" means certain areas which are designated as lakes, parks, or as common areas on the plats of Copperfield as the same are recorded, and are intended for the common benefit of all Lots.

Section 1.5. Limited Common Area. "Limited Common Areas" refers to those areas owned by a Lot owner but reserved for the limited benefit of an adjacent Lot, as designated by the Final Plats of Copperfield.

Section 1.6. Common Property. "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 Copperfield. Common Property may, for example, include signs, street lights, the Drainage System, landscaping, lakes, parks and open spaces.

Section 1.7. Common Expense. "Common Expense" means the actual and estimated cost to the Association for maintenance, management, improvement and replacement of Common Property, and any other cost or expense incurred by the Association for the benefit of the Common Property and the running of the Association.

Section 1.8. Copperfield or Real Estate. "Copperfield" or "Real Estate" means lots one (1) through one hundred forty-four (144), the Common Areas and all other property depicted in the Final Plats for Copperfield Sections I through V as filed with the Marion County Recorder, the legal description for which is attached hereto as Exhibit "A".

Section 1.9. Drainage System. "Drainage System" means that part of the Common Property which includes storm sewers, subsurface drainage tiles, pipes and structures, and other structures, fixtures, properties, equipment and facilities located in, upon, or under the Common Areas, Easements, or Streets and designed for the purpose of expediting the drainage of surface and subsurface waters from, over and across Copperfield.

Section 1.10. Easements. "Easements" refer to those areas designated as easements on the plats of Copperfield.

Section 1.11. Lot. "Lot" means any of the separate parcels numbered and identified on the plats of Copperfield as the same are recorded.

Section 1.12. Owner. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of Copperfield.

Section 1.13. Voting Representative. The "Voting Representative" is the one person chosen by the Lot Owner or Owners to cast the vote for that Lot.

ARTICLE II GENERAL PROVISIONS

Section 2.1. Covenants Run With the Land. The covenants created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy, or possession of any portion of the Real Estate.

Section 2.2. Scope of Covenants. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to have agreed to each and every one of the various terms, covenants, conditions and restrictions contained in this Declaration and the same shall be of mutual and reciprocal benefit to each Owner of each Lot. Each Owner and/or the Association shall be entitled to enforce this Declaration against any Owner to the fullest extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement at law or in equity. Each Owner shall be liable for any failure to fully comply with all of the terms, covenants, and conditions, contained in this Declaration; provided, however, that the relinquishing of all legal interest in a Lot shall not operate to release any Owner from liability for a failure to comply with this Declaration which occurred while said Owner had such interest.

Section 2.3. Attorneys' Fees. As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Declaration or any provision thereof, if any party bringing such action is successful in obtaining any remedy against any defaulting Owner, such defaulting Owner shall pay the reasonable attorneys' fees of such successful party, in such amount as may be fixed by the Court in such proceedings.

Section 2.4. Failure to Enforce Not a Waiver of Rights. The failure of the Association, or any Owner to enforce any term, covenant or condition, herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other such term, covenant, or condition.

Section 2.5. Rights of Mortgagees. No breach of this Declaration 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 this Declaration. The provisions hereinabove notwithstanding, neither the Owners nor the Association shall have any right to make any amendment to this Declaration 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 without the consent of a majority of the Mortgagees.

Section 2.6. Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Section 2.7. Section Headings. Section headings used herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular sections to which they refer.

Section 2.8. Notices. All notices in connection with this Declaration shall be made in writing and shall be deemed delivered (a) upon delivery to the individual address as listed in the roster of Owner's names and addresses, or (b) seventy-two hours after the deposit thereof in any United States main or branch post office, first class postage prepaid, properly addressed to the addressee thereof at the address listed in the said roster

Section 2.9. Deed Clause to Implement Declaration. Each Owner covenants and agrees that it will not execute or deliver any deed or conveyance of a fee title interest in any Lot, or any portion thereof, unless such deed or conveyance contains a clause substantially as follows:

"By acceptance and recording of this conveyance, the Grantee herein covenants and agrees to be bound by the Declaration of Covenants and Restrictions for Copperfield pertaining to the real estate hereby granted and the By-Laws of the Copperfield Homeowners Association."

However, the failure to include such clause shall not have any effect on this Declaration or the enforceability thereof against any Owner of any interest in any portion of the Real Estate.

Section 2.10. Rights to Common Property. Title to all Common Property shall be held in the Association, and each Owner shall have, as a non-exclusive, reciprocal easement appurtenant to his Lot, a right of access to his Lot over the streets, the right to the use of all Common Areas as parks or open spaces and the right of access thereto over the streets and the right of access to and use of the Drainage System, the Sewage System, and all utility lines and mains abutting or adjacent to his Lot; provided, however, that no Owner's use of any Common Property shall materially interfere with any other Owner's use thereof. In the event that any Owner's use of any Common Property causes such an interference, the Association or any Owner shall have all rights and remedies provided in this Declaration, or at law or in equity for such interference.

Section 2.11. Architectural Committee. The Board of Directors shall appoint an Architectural Committee composed of five (5) members, only one of whom shall be a Board

member but not an officer. The Board member shall act as chairman of the committee and as liaison with the Board. This committee is to be consulted by the Owners prior to:

(a) any change of color or composition of siding and garage doors, or replacement of shingles on the roof. The committee shall have a booklet of paint colors and a sample of the shingles. The colors shall be consistent with those used by the original developer and can be used as a guide by owners. The roof shingles will be such as to allow our area to all have the same color roofs as it always has.

(b) any exterior improvements to the Lot including, but not restricted to, additions, alterations, fences, screens, sidewalks, drives, mailboxes. The plans and specifications of and location of all construction shall be in compliance with the building, plumbing, and electrical requirements of all applicable regulatory codes, and shall also comply to all zoning covenants and restrictions which are applicable to Copperfield as a whole and this Declaration.

The committee or the Association shall not be responsible for any structural defects in such plans or specifications or in any building or structure. When a request is personally delivered to a member of the Architectural Committee by an Owner, the Committee shall have ten (10) days to respond to the Owner's request. Failure to respond within ten (10) days will be considered as an approval. The Architectural Committee can approve changes that are clearly routine and nondebtable. Where a question exists, they can respond with a non-approval and inform the Owner that they are referring the matter to the Board with their findings. The Owner can then take this matter up with the Board which will reach a decision within two (2) weeks of receiving the matter.

Section 2.12. Compliance Committee. The Board of Directors shall appoint a Compliance Committee. The Compliance Committee may consist of the same five (5) members on the Architectural Committee. The Compliance Committee shall inform the Board of problems and concerns of the Lot Owners, work with the Lot Owners in order to help them comply with this Declaration, and seek counsel, if necessary, in order to have all Lot Owners maintain their homes in a good state of repair and appearance for the benefit of the Association as a whole.

ARTICLE III GENERAL RESTRICTIONS

Section 3.1. Types of Structures. Subject to the approval of the Architectural Committee, any attached garage, attached tool shed, attached storage building, or any other attached accessory building erected or used as an accessory to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of said residence. No trailers, shacks, outhouses, detached sheds or tool sheds of any kind shall be erected or situated on any Lot. No tents, outbuildings, "mini-barns", accessory or temporary buildings or structures shall be permitted.

No above-ground swimming pools will be permitted.

No solar heat panels will be permitted on roofs of homes. All such panels will be enclosed within fenced areas.

Each driveway will be of concrete and will not exceed in width the side boundaries of the garage. No additional parking will be permitted on a lot other than the existing driveway. Each lot owner will maintain a continuous sidewalk from the driveway to the front porch.

The construction of two attached residential units to form a single building referred to as a "double" will not be permitted.

All roofing 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 4/12 or greater.

All mail box posts shall be made of wood in the same style as the original and painted a color consistent with the original color or the color of the house.

Section 3.2. Setback Lines. Front building setback lines are hereby established as set forth on the recorded plats; no building shall be erected or maintained between the established setback lines and the property lines of the streets. No sideline setback restrictions apply to this zero Lot development as long as a minimum distance of 10.0 feet is maintained between adjacent residences.

Section 3.3. Manner of Use. Each Owner shall use and occupy his/her respective Lot and all Easements and rights-of-way appertaining thereto, in a careful, safe, and proper manner and keep his/her Lot in a clean and safe condition in accordance with these restrictions, applicable zoning ordinances, all health, fire, and police requirements and regulations, state statutes, local ordinances, and the lawful directions of proper public officials. No Owner shall conduct, or permit any person to conduct, any unlawful activity on the Copperfield property.

Section 3.4. Nuisances. No nuisance shall be permitted to exist or to be operated. Whatever is injurious to health, or indecent, or offensive to the senses, or an unreasonable obstruction to the free use of property, so as essentially to interfere with the comfortable enjoyment of life or property, is a nuisance and the subject of action.

Section 3.5. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any part of the Real Estate, except that dogs, cats or customary household pets in reasonable numbers may be kept in a home; provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. All pets (including cats) shall be taken outdoors only under leash or other restraint and while attended by its owner, and an Owner shall be fully liable for any injury or damage to persons or property, including the Common Areas or Limited Common Areas, caused by his or her pet. The Owner shall be

responsible for the cleaning of any area made dirty by his or her pet's excrement. The Association may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Real Estate upon written notice from the Board to the respective Owner.

Section 3.6. Boats, Trucks, & Other Vehicles. Except for parking for no more than one week in a three (3) month period, no boats or other watercraft, campers, recreational vehicles, trailers of any kind, buses, mobile homes, commercial or business trucks or vans, motorcycles, mini-bikes, or any other vehicles of any description other than normal passenger trucks less than one ton, vans or automobiles, shall be permitted, parked or stored anywhere within the Real Estate; provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage. Owners or other residents shall be allowed to repair or restore any vehicle of any kind only within the garage. "Commercial" vehicles are vehicles on which commercial lettering or equipment is visible or which are larger than normally used for noncommercial purposes. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept on the Real Estate.

Section 3.7. Trash and Garbage Containers. All trash and garbage containers must be placed in walled-in or landscaped areas so that they shall not be visible from any street or adjacent properties except on days of collection.

Section 3.8. Clothes Drying Area. No outdoor clothes drying area or apparatus shall be allowed.

Section 3.9. Sight Visibility. No fence, wall, hedge or shrub planting, or tree which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded Lot corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 3.10. Fences. A fence up to six feet (6') in height may be erected upon prior approval of the Architectural Committee on or along any Lot line. No fence shall be erected on any Lot, the result of which will be obstruction of reasonable vision, light, or air to adjoining Lots. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without hindrance, encroachment, or obstruction to any Easement or adjoining Lot. No fence shall be erected between the front Lot line and the building setback line (front line of the house). All metal fencing will have a factory coating of either brown or black vinyl.

Section 3.11. Awnings and Patio Covers. No metal, fiberglass or similar type material awnings, patio or deck covers will be permitted.

Section 3.12. Windows, Gutters and Downspouts. All metal windows will be factory painted; no raw aluminum windows will be permitted. The Architectural Committee can provide guidance in the choice of a new style of window. All gutters and downspouts will be painted or of a colored material other than grey galvanized.

Section 3.13. Signs. The only sign permitted is one sign of not more than six (6) square feet advertising the parcel for sale.

Section 3.14. Maintenance of Premises. In order to maintain the standards of the property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Association to cut weeds or clear the refuse from the Lot at the expense of the Owner, and there shall be a lien against said Lot for the expense thereof. Each Lot Owner shall maintain their home in a good state of repair and finish.

Section 3.15. Heat Pumps, Air Conditioners, Gasoline. All heat pumps or air conditioners should be screened or appropriately landscaped. No gasoline or propane storage over five (5) gallons will be allowed. Gasoline or propane storage of five (5) gallons or less shall only be permitted if stored inside a secured area or attached to a grill.

Section 3.16. Utility Easements. The Utility Easements are reserved for the purpose of installing and maintaining municipal and public utility facilities and they have full right and authority to lay, operate and maintain such drainage facilities, sanitary sewer and water lines, gas and electric lines, communication lines, and such other public service facilities as may be deemed necessary. No permanent structures shall be constructed within an easement area.

Section 3.17. Utility Lines and Antennas. All electrical service, telephone and other utility lines shall be placed underground. Outside antennas, satellite dishes, poles, masts or towers will be permitted only in the rear of the house and only after approval by the Architectural Committee.

Section 3.18. Obstruction of Common Property. No Owner shall unreasonably interfere with, damage, or obstruct the use or maintenance of any Common Property.

Section 3.19. Outdoor Lighting. All outdoor lighting on any Lot shall be subject to the approval of the Architectural Committee and all applications for such approval shall be in writing.

Section 3.20. Commercial Mowing Services. Any mowing or other lawn care which is performed on an Owner's Lot or on Common Areas by a commercial mowing or lawn care service shall be done only between the hours of 9:00 a.m. and 6:00 p.m.

Section 3.21. Limited Common Areas. There is 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 plats of Copperfield. 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 roofs, gutters, and overhangs. This easement area shall be five (5) feet in width as measured from the side-yard property line and as designated on the plats of Copperfield. Any person entering upon a lot under the rights granted hereunder shall be responsible for repair of any damage resulting from the use of the area granted under this section. Within this easement area all plants must be kept trimmed so that no part of them touch any aspect of the adjoining house.

Section 3.22. Leasing Restrictions. In order to insure that the residents within Copperfield share the same proprietary interest in and respect of the Lots and Common Areas the following rules shall apply.

(a) For a period of twelve (12) months after an Owner's acquisition of a Lot, said Owner cannot lease such Lot. In its sole discretion, the Board of Directors may grant exceptions to this section upon an Owner's showing of undue hardship.

(b) No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association and the other Owners for compliance with the provisions of this Declaration, the Articles of Incorporation, or the By-Laws.

Section 3.23. Single Family. All Lots shall be used exclusively for residential purposes and the occupancy of a single family, all as permitted under local zoning ordinances. "Single Family" is defined as a single housekeeping unit, operating on a nonprofit, non-commercial basis between its occupants with a common kitchen and dining area.

Section 3.24. Remedies for Failure to Comply. In the event that any Owner fails to fully observe and perform the obligations set forth in this Declaration, 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 Board, the Board may assess up to one-hundred dollars (\$100.00) per violation. Also, the Board and/or any Owner shall have the right to commence judicial proceedings to abate or enjoin 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 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. Such costs if not paid by defaulting owner, shall immediately become a lien against his/her Lot. The rights of the Owners and the Association under this Section shall be in addition to all other enforcement rights hereunder or at law or in equity. No delay or failure by any person or the Association to enforce any of the restrictions herein or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person or the Association to assert any right available to them upon the occurrence, recurrence or continuation of any violation or violations of the restrictions herein. In the event that the Association shall deem it necessary to enforce any restriction herein, the Owner shall pay reasonable attorneys' fees and court costs if the Association shall prevail in said litigation.

Section 3.27. Severability. Every one of the restrictions herein 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 herein shall be held to be invalid or to be unenforceable, or shall lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other of the restrictions herein.

ARTICLE IV ASSESSMENTS

Section 4.1. Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Regular Assessments; and (2) Special Assessments, such assessments to be established and collected as provided for in the By-Laws.

ARTICLE V GENERAL MATTERS

Section 5.1. General Duties 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 Property, 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 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.

Section 5.2. Amendment of Declaration. The Owners, voting through the Voting Representatives, shall have the right to amend this 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 two-thirds (2/3) of the Lots and the Mortgagees of at least two-thirds of the Mortgagees requesting notice of such action. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, 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. A petition for approval of the amendments shall be filed with the Department of Metropolitan Development of Marion County as a modification of zoning covenants or commitments undertaken in connection with rezoning case No. 83-Z-83 (83-DP-1)

Section 5.3. Condemnation. Destruction. In the event that any of the Common Property shall be condemned or taken by any competent public authority, or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interests of the Owners in any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied, first to the restoration and repair of any Common Property condemned, damaged, or destroyed, to the extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Common Property or turned over to the Owners in proportion to their Pro-Rata Shares, whichever may be determined by a majority (73) vote of the Voting Representatives of the Association. Each Owner shall be responsible for pursuing his own action for damages to his Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Common Property; provided, however, that upon request of any Owner(s), the Association may pursue such claims on such requesting Owners' behalf, and shall turn any recoveries (minus costs) for such Owners over to such Owners directly. The Association shall notify all Mortgagees of which it has notice of any condemnation, damage, or destruction of any Common Property.

**ARTICLE VI
TERM**

This Declaration shall be effective in perpetuity unless the Voting Representatives of not less than two-thirds (2/3) of the Lots (96) vote to terminate this Declaration.

CHICAGO TITLE

LEGAL DESCRIPTION

Copperfield

A part of the Southwest Quarter of the Northwest Quarter of Section 25, Township 17 North, Range 4 East, in Marion County, Indiana, more particularly described as follows, to-wit:

Commencing at the Southwest Corner of said Quarter Section; thence North $00^{\circ} 13' 12''$ East (assumed bearing) along the west line of said Quarter Section 403.56 feet to the Point of Beginning of this description; thence continuing North $00^{\circ} 13' 12''$ East along said West line 918.29 feet to the Northwest Corner of the Southwest Quarter of said Quarter Section; thence North $89^{\circ} 35' 32''$ East along the north line of the Southwest Quarter of said Quarter Section, 465.03 feet, said line being contiguous with the south line of Eaglenest Subdivision, Section VIII West, a Subdivision in Marion County, Indiana, recorded as Instrument #78055886 in the office of the Recorder of said county; thence South $00^{\circ} 13' 12''$ West parallel with the west line of said Quarter Section 100.00 feet; thence South $15^{\circ} 03' 52''$ West 97.59 feet; thence South $00^{\circ} 13' 12''$ West parallel with the west line of said Quarter Section 35.00 feet; thence South $89^{\circ} 46' 48''$ East 250.00 feet; thence South $00^{\circ} 13' 12''$ West parallel with the west line of said Quarter Section 310.00 feet; thence South $89^{\circ} 45' 48''$ East 20.00 feet; thence South $04^{\circ} 11' 06''$ East 170.50 feet; thence South $10^{\circ} 48' 06''$ West 55.82 feet; thence South $41^{\circ} 11' 09''$ West 106.30 feet; thence South $19^{\circ} 20' 34''$ West 54.97 feet; thence South $87^{\circ} 44' 58''$ West 596.13 feet to the west line of parcel granted to City of Indianapolis and recorded as Instrument #76-70750 in the office of the Recorder of Marion County, Indiana, (the next three [3] courses along said parcel); thence North $02^{\circ} 16' 10''$ West 105.48 feet; thence South $89^{\circ} 43' 41''$ West parallel with the south line of said Quarter Section 10.00 feet; thence South $00^{\circ} 13' 12''$ West parallel with the west line of said Quarter Section 105.92 feet; thence South $87^{\circ} 44' 58''$ West 15.00 feet to the Point of Beginning, containing 13.15 acres, more or less; AND

A part of the Southwest Quarter of the Northwest Quarter of Section 25, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows, to-wit:

Beginning on the West line of the Northwest Quarter of Section 25, Township 17 North, Range 4 East 403.56 feet North $00^{\circ} 13' 12''$ East (assumed bearing) from the Southwest corner of said Northwest Quarter; thence North $87^{\circ} 44' 58''$ East 15.00 feet to the West line of a parcel of real estate conveyed to the City of Indianapolis by a Warranty Deed recorded as Instrument #76-70750 in the office of the Recorder of Marion County, Indiana; thence North $00^{\circ} 13' 12''$ East on said West line parallel with the West line of said Northwest Quarter 105.92 feet to the North line of said real estate; thence North $89^{\circ} 43' 41''$ East on said North line being parallel with the South line of said Northeast Quarter 10.00 feet to the East line of said real estate; thence South $02^{\circ} 16' 10''$ East on said East line 105.48 feet to a point North $87^{\circ} 44' 58''$ East from the place of beginning; thence North $87^{\circ} 44' 58''$ East 596.13 feet; thence South $02^{\circ} 27' 19''$ East 410.45 feet to a point 15.00 feet North of the South line of said Northwest Quarter; thence North $89^{\circ} 43' 41''$ East parallel with said South line 699.53 feet to the East line of the Southwest Quarter of said Northwest Quarter; thence North $00^{\circ} 19' 16''$ East on said East line 1310.07 feet to the North line of the Southwest Quarter of said Northwest Quarter; thence South $89^{\circ} 35' 32''$ West on said North line 1346.21 feet to the West line

EXHIBIT "A"

of said Northwest Quarter, thence South 00° 13' 12" West on said West line 918.29 feet to the place of beginning, containing 34.549 acres, more or less,

Subject to all highways, rights-of-way and easements.



CHICAGO TITLE

**REVISED AND RESTATED CODE OF BY-LAWS OF
SCM COPPERFIELD HOMEOWNERS ASSOCIATION, INC.**
An Indiana Nonprofit Corporation

**ARTICLE I
NAME**

Section 1.1. Name. The name of this corporation is SCM Copperfield Homeowners Association, Inc. (hereinafter referred to as "Association").

**ARTICLE II
IDENTIFICATION AND APPLICABILITY**

Section 2.1. Identification and Adoption. These By-Laws shall constitute the By-Laws of the Association and shall apply to the administration and conduct of the affairs of the Association.

Section 2.2. Individual Application. Each of the Owners within the Copperfield subdivision shall automatically and mandatorily be Members in the Association and shall be entitled to all the privileges and subject to all of the obligations thereof. All Owners, by acquiring their respective deeds to their Lots, covenant and agree to be bound by the conditions, restrictions and obligations as set forth in these By-Laws and the Covenants and Restrictions for Copperfield. All Owners, tenants, their guests or any other person who might use or occupy a Lot or any part of the Common Areas shall be subject to the rules, restrictions, terms and conditions as set forth in these By-Laws, the Declaration of Covenants and Restrictions, the Articles of Incorporation ("Articles") and the Indiana Nonprofit Corporation Act of 1991 ("Act"), all as the same may be amended.

Section 2.3. Definitions. The following terms, whenever used in these By-Laws, shall have the meanings assigned to them by this Section.

Assessment means the share of the Common Expenses imposed upon each Lot.

Association means SCM Copperfield Homeowners Association, Inc., an Indiana not-for-profit corporation, formed for the purpose of determining and collecting the Assessments and overseeing and enforcing the terms of the Covenants and Restrictions.

Common Areas means certain areas which are designated as lakes, parks, or as common areas on the plats of Copperfield as the same are recorded and are intended for the common benefit of all Lots.

Common Expense means the actual and estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of common property, and any other cost or expense incurred by the Association for the benefit of the common property and the running of the Association.

Copperfield means and includes all sections thereof as they have been platted and recorded.

Fiscal Year of the Association is the same as the calendar year.

Lot means any of the separate parcels numbered and identified on the plats of Copperfield as the same are recorded.

Owner means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of Copperfield.

Voting Representative is the one person chosen by each Lot Owner or Owners to cast the vote for that Lot.

ARTICLE III **MEETINGS OF THE ASSOCIATION**

Section 3.1. Purpose of Meetings. At least annually, and at such other times as may be appropriate, a meeting of the Members shall be held for such purposes as may be required by these Bylaws, the Declaration of the Covenants and Restrictions, the "Articles", or the "Act".

Section 3.2. Annual Meeting. The annual meeting for the Members of the Association shall be held in the month of January or February in each calendar year, with the date and time to be determined by the Board of Directors. At each annual meeting, the Voting Representatives shall elect the Directors of the Association, approve an annual budget which determines the annual assessment against each Lot, and transact such other business as may properly come before this meeting.

Section 3.3. Special Meetings. A special meeting of the Members of the Association may be called by resolution of the Board of Directors or upon a written petition of the Owners of not less than fifteen (15) Lots. The resolution or petition shall be presented to the President or Secretary of the Board of Directors and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 3.4. Notice and Place of Meetings. All meetings of the Members of Association, including annual meetings and special meetings, shall be held at a location as may be designated by the Board of Directors, within three (3) miles of Copperfield and in a place large enough to

accommodate all Members. Written notice stating the date, time, place of any meeting, and a notice of all business that is planned to come before such meeting, shall be sent to each Voting Representative not less than fourteen (14) days prior to the date of such meeting. All notices shall be mailed by first-class U.S. Mail or delivered by the Secretary of the Board to all Voting Representatives as the same shall appear upon the records of the Association.

Section 3.5. Voting.

(a) **Votes per Lot.** Each Member shall be entitled to cast one (1) vote as the Voting Representative for each Lot of which such Member is the sole Owner. When the Owner of a Lot is composed of more than one person or entity, there shall be only one Voting Representative entitled to cast the one (1) vote allocable to that Lot. This Voting Representative shall be named on an irrevocable proxy filed with the Secretary of the Association at the time of acquisition of a Lot, and will remain in effect until relinquished by this Voting Representative or until rescinded by a court of competent jurisdiction.

(b) **Proxy.** Each Lot is entitled to one proxy which may be used if the Voting Representative for that Lot is not in attendance at the meeting for which the proxy is issued. The Voting Representative should designate an attorney-in-fact to cast his/her vote. This attorney-in-fact may be anyone so long as the Voting Representative specifically names this person on the proxy. The proxy must be delivered to the Secretary of the Association prior to the commencement of the meeting.

(c) **Voting by Corporation or Trust.** Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustees may cast the vote on behalf of the trust, and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled. The secretary of such corporation or a trustee of such trust so entitled to vote shall deliver or cause to be delivered prior to the commencement of the meeting a certificate to the Secretary of the Association stating who is authorized to vote as the Voting Representative on behalf of said corporation or trust.

(d) **Voting for Directors.** In voting for Directors, each Lot's Voting Representative (or his or her proxy designated representative) shall be entitled to one printed ballot listing all the candidates. The directorship(s) will be filled by the candidate(s) receiving the highest number of votes. No Voting Representative shall be allowed to accumulate his votes for any one candidate.

(e) **Quorum.** Except where otherwise expressly provided in these Bylaws, the Covenants and Restrictions, the "Act or the "Articles", the presence of Voting Representatives of not less than the majority of the number of Lots (73 lots) shall establish a quorum.

Section 3.6. Conduct of Annual Meeting. The Chairman of the meeting shall be the President of the Association. The President shall call the meeting to order at the duly designated time, and business will be conducted in the following order:

- (1) **Reading of Minutes.** The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto, unless such reading is waived by a majority of the Voting Representatives.
- (2) **Appointment of Tellers.** The President or the Board of Directors shall appoint three (3) tellers to count the ballots or votes which are cast by the Voting Representatives at the meeting. The tellers shall be selected from individuals who are not on the Board of Directors.
- (3) **Treasurer's Report.** The Treasurer shall report to the Members concerning the financial condition of the Association and answer relevant questions concerning the Common Expenses and the financial report for the prior year and the proposed budget for the current fiscal year.
- (4) **Budget.** The proposed budget for the current fiscal year shall be discussed and voted upon by the Voting Representatives using the paper ballots provided for that purpose.
- (5) **Election of Board of Directors.** The candidates for the Board of Directors shall be introduced. Voting for the Board of Directors shall be by paper ballot containing the names of all nominees in alphabetical order. Only one vote per candidate may be indicated on the ballot; no cumulative voting.
- (6) **Committee Reports.** Reports of committees, designated by the Board of Directors to supervise and advise on the respective segments of maintenance and operations, shall be presented.
- (7) **Other Business.** Business which was included in the notice of the meeting sent to Members may be brought before the meeting and voted upon. Other matters not included in the notice may be discussed and a consensus of the wishes of those present may be obtained. This consensus shall provide guidance to the Board but is in no way binding on future action.
- (8) **Adjournment.** No annual meeting shall be adjourned until a budget is approved and a Board of Directors elected by the Voting Representatives.

Section 3.7. Conduct of Special Meeting. The President of the Association shall act as Chairman of any special meetings of the Association. The Chairman shall call the meeting to order at the duly designated time and place. The only business to be considered at such a

meeting shall be discussion of and voting on the matters for which the meeting was called, as set forth in the notice of such special meeting.

Section 3.8. Written Ballots. No action may be taken by written ballot in lieu of a meeting.

ARTICLE IV **BOARD OF DIRECTORS**

Section 4.1. Qualifications. The affairs of the Association shall be governed and managed by the Board of Directors. The Board shall consist of nine (9) members. No person shall be eligible to serve as a Director unless he or she is an Owner. No single Lot may be represented on the Board of Directors by more than one person at a time.

Section 4.2. Term of Office and Vacancy. The Board of Directors shall be elected at each annual meeting of the Association. Nomination for the Board of Directors must be presented in writing to the Secretary of the Board at least ten (10) days prior to the annual meeting. No Owner should be nominated who has not expressed his/her willingness to serve. No Director shall serve for more than three (3) consecutive years. Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Directors at the next meeting of the Board of Directors and shall serve until the next annual meeting.

Section 4.3. Removal of Directors. A Director or Directors may be removed with or without cause by a majority of the vote at a special Association meeting duly called and constituted of the Voting Representatives. In such case, the successor(s) may be elected at the same meeting from eligible Owners nominated at the meeting. Director(s) so selected shall serve for the remainder of the term of the removed Director.

Section 4.4. Duties of the Board of Directors. The Board of Directors shall provide for the administration of the Association, the maintenance, upkeep, and replacement of the Common Areas, and the collection and disbursement of the Common Expenses. These duties include, but are not limited to, the following items:

- (a) The upkeep and repair of the Common Areas, and landscaping thereon. ®
- (b) The removal of snow from the streets when three inches have accumulated.
- (c) The assessment and collection from the Owners of the pro-rata share of the Common Expenses as provided in Article VII of these By-Laws. The pro-rata share of each Lot's Owner or Owners shall be the percentage obtained by dividing one by the total number of Lots shown on the plats of Copperfield (1/144 = 0.694%), and shall be the "Regular Assessment". This amount is established based on the budget approved at the Annual Meeting of the Association. Written notice of the assessment applicable to each Lot, the

Treasurer's address, and the due date shall be included in the notice of assessments mailed or delivered to the Owners after the annual meeting.

(d) This annual maintenance budget shall set forth all expected Common Expenses for the coming fiscal year, a reasonable allowance for contingencies, and a reserve fund equal to a two (2) months portion of the total budget, and any budgeted accruing funds designated for a specific use (i.e., any capital improvement fund). Wherever applicable, competitive bids will be obtained for items within the budget. 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 the Common Expenses for that fiscal year, a pro-rata share of such excess shall be a credit against the Assessment due from each Lot Owner for the next fiscal year.

(e) The proposed budget, the final accounting of all receipts and expenses incurred during the year, and the notice of the Annual Meeting shall personally be delivered to each Lot Owner either by the block captain or by First Class U.S. mail at least two weeks prior to the Annual Meeting .

(f) Upon the Association receiving a request, the Treasurer shall provide to any Owner, Mortgagee, prospective Mortgagee, title insurance company, purchaser, or other prospective transferee of a Lot, a written statement setting forth the amount of all unpaid assessments, if any, with respect to the subject Lot, together with the amount of the current assessments for Common Expenses and the date such assessments became due and payable. Any such written statement shall be binding upon the Association in favor of any person relying thereon in good faith, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to any lien for any unpaid assessments in excess of the amount set forth in such statement.

(g) Keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Areas, specifying and itemizing the Common Expenses including those of the running of the Association. All records and vouchers shall be available for examination by an Owner at any reasonable time. A copy of the audit shall be made available to any Owner upon request within ninety (90) days after the close of the Association's fiscal year.

(h) Procuring and maintaining in force adequate public liability insurance protecting the Association against liability for property damage and personal injury, with the amount of such coverage in no event to be less than One Million Dollars (\$1,000,000) for any single occurrence, occurring on or in connection with any and all Common Property. The Association will also maintain adequate fire and extended coverage insurance, insuring all Common Property 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. All 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, Board members, any property manager, the Lot Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more insured parties against other insured parties.

The Association shall maintain a fidelity bond indemnifying the Association, the Board of Directors and the Lot Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, or anyone else who either handles or is responsible for funds held or administered by the Association. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten days written notice to the Association, and all Mortgagees who have requested such notice, before the insurance policies or fidelity bonds can be canceled or substantially modified for any reason. The Association shall cause the provisions of all insurance policies and fidelity bonds to comply with the Federal National Mortgage Association lending guidelines.

Section 4.5. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonably necessary or appropriate to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) To purchase for the benefit of the Owners such equipment, materials, labor, and services as may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas;
- (b) To procure for the benefit of the Owners public liability and property damage insurance and Worker's Compensation insurance, if necessary, for the benefit of the Owners and the Association;
- (c) To employ legal or other counsel, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;
- (d) To include the costs of all of the above and foregoing as Common Expenses of the Association and to pay all of such costs therefrom;
- (f) To open and maintain a bank account or accounts in the name of the Association and to designate the signatories thereto as the Treasurer and at least one other member of the Board of Directors.

(g) To require that all contracts and agreements entered into by the Association and all checks, drafts and bills of exchange and orders for the payment of money shall, in the conduct of the ordinary course of business of the Association, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by the Treasurer and the President of the Association.

Section 4.6. Limitations on Board Action. The authority of the Board of Directors to enter into contract shall be limited to contracts involving a total expenditure of an amount no greater than \$3,500.00, unless the prior approval of a majority of Voting Representatives is obtained, except in the following cases:

- (a) Supervision and management of the replacement or restoration of any portion of the Common Areas damaged or destroyed by fire or other casualty, where the cost thereof is payable out of insurance proceeds actually received; and,
- (b) Proposed contracts and proposed expenditures expressly set forth in the proposed annual allocations and appropriations contained in the budget as approved by the Voting Representatives at the annual meeting.

Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied with respect to such year are insufficient to pay the Common Expenses for such year, the Board of Directors may, without the Owners' approval, levy a Special Assessment no greater than \$3,500.00 annually. This amount may be indexed annually according to the U.S. CPI. A complete explanation of the need for this action, including an up-to-date report of the financial situation of the Association, will immediately be delivered or mailed to all Lot Owners.

Section 4.7. Compensation. No Director shall receive any compensation for his or her services. The Directors shall be reimbursed for expenses incurred on the Association's behalf.

Section 4.8. Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. The Secretary shall give notice of regular meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meetings. A special meeting of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary, who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such time and place as shall be designated in the notice.

Section 4.09. Waiver of Notice. Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving

of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place, and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.10. Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and any decision of the Board must be ratified by at least five (5) Directors.

Section 4.11. Bond. The Board of Directors shall require the Treasurer and such other officers as the Board deems necessary and all others having check signing authority to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bond shall be a Common Expense.

Section 4.12. Informal Action by Directors. Any emergency action required and/or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the Board and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 4.13. Standards of Conduct and Liability of Directors and Officers. The standard and duty of conduct for and the standard or requirements of the Directors and Officers of the Association shall be as set forth in the Indiana Nonprofit Corporation Act of 1991, as the same may be amended from time to time.

ARTICLE V OFFICERS

Section 5.1. Officers of the Association. The principal officers of the Association shall be the President, Vice-President, Secretary and Treasurer. The Directors may appoint such other officers as in their judgment may be necessary. No Director shall hold more than one office.

Section 5.2. Election of Officers. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following the annual meeting. Each officer shall hold office for one (1) year or until his successor shall have been duly elected, unless earlier removed by the Board of Directors. Upon recommendation of a majority of all members of the Board or upon an affirmative vote of a majority of the Voting Representatives, any officer may be removed either with or without cause and his or her successor elected at any regular meeting of the Board or at any Special Meeting of the Association called for such purpose.

Section 5.3. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association and the President shall preside at all meetings of the Association and of the Board. The President shall be responsible for executing the decisions of the Board.

Section 5.4. The Vice-President. The Vice-President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice-President shall also perform such other duties as these Bylaws may prescribe or as shall from time to time, be imposed upon him or her by the Board or by the President.

Section 5.5. The Secretary. The Secretary shall be elected from among the Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of proceedings of such meetings, shall authenticate the Association's records, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these Bylaws.

Section 5.6. The Treasurer. The Board shall elect from among the Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and perform such other duties incident to the office of Treasurer. The Treasurer shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Association. He or she shall immediately deposit all funds of the Association coming into his or her hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name and for the exclusive benefit of the Association.

Section 5.7. Assistant Officers. The Board of Directors may from time to time designate and elect from among the Owners an Assistant Secretary and/or Assistant Treasurer, who shall have such powers and duties as these By-Laws or the Board of Directors may prescribe.

ARTICLE VI INDEMNIFICATION

Section 6.1. Indemnification. To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was a Director of the Association shall be indemnified by the Association as provided in the Act. In addition, every person (and the heirs and personal representatives of such person) who is or was an officer of the Association shall be indemnified by the Corporation to the same and fullest extent that directors are indemnified by the Association as provided for in the Act.

ARTICLE VII
ASSESSMENTS

Section 7.1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Regular Assessments; and (2) Special Assessments, such assessments to be established and collected as hereinafter provided. The Regular and Special Assessments, together with interest, late fees, costs, reasonable attorney's fees, and any other obligation which may be charged to an Owner pursuant to these By-Laws, shall be a charge on the Lot, and shall be a continuing lien upon the property against which each such assessment or charge is made. Each such assessment or charge, together with interest, late fees, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 7.2. Failure of Owner to Pay Assessments. No Owner may exempt himself or herself from paying Regular or Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas, or by abandonment of the Lot belonging to such Owner. 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. Failure to timely pay the Regular Assessment and any Special Assessments shall result in a late fee of fifteen percent (15%) of the Owner's pro-rata share of the assessment. In the event such assessment and late fee is not paid by the Owner(s) within ninety (90) days from the original due date for the assessment, an additional late fee will be one and one-half percent (1 ½%) of the original assessment per month until paid in full. If any Owner shall fail to pay the total amount due, the lien for such assessment on the Owner's Lot may be filed and foreclosed by the Association as provided by law. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular or Special Assessments 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 Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorney's fees, from the Owner of the respective Lot.

Section 7.3. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the property subject to assessment. Notwithstanding anything contained in this section or elsewhere in these By-Laws, any sale or transfer of a Lot to a mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provide by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular or Special Assessment as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the

extinguishment of such 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 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).

ARTICLE VIII
AMENDMENT TO BY-LAWS

Section 8.1. Amendment. These By-Laws may be amended by an affirmative vote in favor by a minimum of seventy-three (73) Voting Representatives of the Lots (with at least 73 Lots represented) in a duly constituted meeting called for such purpose, except as prohibited by any provision of the Declaration of Covenants and Restrictions, the Act, or these By-Laws, all as the same may be amended from time to time.

supp1.txt



CHICAGO TITLE



FILED
JAN 24 2000
LAWRENCE TOWNSHIP
ASSESSOR

8

**AMENDMENTS TO THE
AMENDED & RESTATED SUPPLEMENTAL
DECLARATION OF COVENANTS
AND RESTRICTIONS FOR COPPERFIELD**

These Amendments to the Amended & Restated Supplemental Declaration of Covenants and Restrictions for Copperfield was executed this 22 day of December, 1999.

WITNESSETH:

WHEREAS, the Copperfield subdivision located in Marion County was established by a certain "Supplemental Declaration of Covenants and Restrictions for SCM Copperfield" which was recorded on October 27, 1983, as Instrument No. 83-78888 in the Office of the Recorder of Marion County, Indiana (hereafter, "Original Supplemental Declaration"); and

WHEREAS, the Original Supplemental Declaration was amended and restated by that certain "Amended and Restated Supplemental Declaration of Covenants and Restrictions for Copperfield" which was recorded on March 25, 1997, as Instrument No. 1997-0044866 in the Office of the Recorder of Marion County, Indiana (hereafter, the Original Supplemental Declaration and the Amended and Restated Supplemental Declaration being referred to collectively as the "Supplemental Declaration"); and

WHEREAS, the Final Plat for Copperfield Section One was filed with the Office of the Recorder of Marion County, Indiana on October 4, 1983, as Instrument No. 83-72633 and established forty-eight (48) Lots numbered one (1) through forty-eight (48) and Common Areas comprising Section I of the Copperfield subdivision; and

WHEREAS, the Final Plat for Copperfield Section Two was filed with the Office of the Recorder of Marion County, Indiana on August 3, 1984, as Instrument No. 84-60355 and established fifteen (15) Lots numbered forty-nine (49) through sixty-three (63) and Common Areas comprising Section II of the Copperfield subdivision; and

WHEREAS, the Final Plat for Copperfield Section Three was filed with the Office of the Recorder of Marion County, Indiana on August 3, 1984, as Instrument No. 84-60358 and established twenty-two (22) Lots numbered sixty-four (64) through eighty-five (85) and Common Areas comprising Section III of the Copperfield subdivision; and

WHEREAS, the Final Plat for Copperfield Section Four was filed with the Office of the Recorder of Marion County, Indiana on November 9, 1984, as Instrument No. 84-88194 and established twenty-one (21) Lots numbered eighty-six (86) through one hundred six (106) and Common Areas comprising Section IV of the Copperfield subdivision; and

WHEREAS, the Final Plat for Copperfield Section Five was filed with the Office of the Recorder of Marion County, Indiana on December 17, 1984, as Instrument No. 84-98476 and

01/27/00 03:07PM HANNA MARTIN MARION CTY RECORDER
Inst # 2000-0013133
MIS 30.00 PAGES: 8

FOR TRANSFER
PLATANCE

10899 JAN 27 8

MARTIN A WIMACKS

established thirty-eight (38) Lots numbered one hundred seven (107) through one hundred forty-four (144) and Common Areas comprising Section V of the Copperfield subdivision; and

WHEREAS, the Final Plats described above for Copperfield Sections I through V constitute all of the planned community known as Copperfield and includes all of the Real Estate which is subject to the Supplemental Declaration; and

WHEREAS, the Final Plats described above for Copperfield Sections I through V included certain terms and restrictions under the heading "Declaration of Covenants and Restrictions" (hereafter, the "Plat Restrictions"); and

WHEREAS, the original developer of Copperfield 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 Supplemental Declaration and the Plat Restrictions, for the benefit of the Real Estate and each Owner of all or part thereof; and

WHEREAS, the original developer of Copperfield deemed it desirable for the efficient preservation of values and amenities in the community to create an agency to which would be delegated and assigned the powers of owning, maintaining and administering the common facilities located on the Property, administering and enforcing the covenants and restrictions contained in the Supplemental Declaration, collecting and disbursing the assessments and charges imposed and created by the Supplemental Declaration, performing certain maintenance, repairs and replacement of certain landscaping and other improvements as provided in the Supplemental Declaration and Plat Restrictions, and promoting the health, safety, and welfare of the owners of the Real Estate, and all parts thereof; and

WHEREAS, the original developer of Copperfield caused to be incorporated under the laws of the State of Indiana a nonprofit corporation under the name "SCM Copperfield Homeowners Association, Inc." as such agency for the purpose of exercising such functions (hereafter, "Association"); and

WHEREAS, the Owners of the Lots within Copperfield desire to amend further certain provisions of the Supplemental Declaration; and

WHEREAS, Article V, Section 5.2 of the Amended and Restated Supplemental Declaration states that any proposed amendment to the same must be approved by a vote of the Owners of not less than two-thirds (2/3) of the total number of Lots; and

WHEREAS, after written notice was duly given, the Annual Meeting of the Owners and the Association was held on January 28, 1999; and

WHEREAS, one of the purposes of said Annual Meeting as stated in the notice for the meeting was for the Association's members to consider and vote upon the following amendments; and

WHEREAS, at said meeting, the Owners of ninety-six (96) Lots, in person or by proxy, voted in favor of amending the Supplemental Declaration pursuant to the terms below; and

WHEREAS, the Owners of the ninety-six (96) Lots who voted in favor of amending the Supplemental Declaration pursuant to the terms and conditions below constitute two-thirds (2/3) of all Owners of the one hundred forty-four (144) Lots in Copperfield; and

WHEREAS, attached hereto as Exhibit "A" is a certified copy of the minutes of the Association meeting held on January 28, 1999.

NOW, THEREFORE, the Supplemental Declaration is amended as follows:

1. The first two sentences of Article II, Section 2.11 are deleted and replaced with the following:

Section 2.11. Architectural Committee. The Board of Directors shall appoint an Architectural Committee composed of five (5) members, three of whom shall be Board members. One of the Board members shall act as chairman of the Committee and as liaison with the full Board.

All other provisions of Article II, Section 2.11 will remain the same.

2. Article II, Section 2.12 is hereby deleted and replaced with the following:

Section 2.12. Compliance Committee. The Board of Directors shall appoint a Compliance Committee. The Compliance Committee may consist of the same five (5) members on the Architectural Committee. The Compliance Committee shall inform the Board of problems and concerns of the Lot Owners, work with the Lot Owners in order to help them comply with this Declaration, and seek counsel, if necessary, in order to have all Lot Owners maintain their homes and Lots in a good state of repair and appearance so as not to become unsightly for the benefit of the Association as a whole.

3. Certification. The undersigned persons hereby represent and certify that all requirements for and conditions precedent to the above amendments have been fulfilled and satisfied.

CHICAGO TITLE

IN WITNESS WHEREOF, we, the undersigned, do hereby execute these Amendments to the Amended and Restated Declaration of Covenants and Restrictions for Copperfield and certify the truth of the facts herein stated, this 22 day of December, 1999.

SCM Copperfield Homeowners Association, Inc., by:

Thomas B. Dixon
Thomas B. Dixon, President

Attest:

Mary Ann Cook
Mary Ann Cook, Secretary

STATE OF INDIANA)
)
COUNTY OF INDIANA)

Before me a Notary Public in and for said County and State, personally appeared Thomas B. Dixon and Mary Ann Cook, the President and Secretary, respectively, of SCM Copperfield Homeowners Association, Inc., who acknowledged execution of the foregoing Amendments to the Amended & Restated Supplemental Declaration of Covenants and Restrictions for Copperfield for and on behalf of said corporation and the Owners and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal this 22 day of December, 1999.

P. Thomas Murray, Jr.
P. Thomas Murray, Jr.
Notary Public

My Commission Expires: 12-20-01
Residence County: Marion

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

CHICAGO TITLE

ANNUAL MEETING MINUTES
OF THE
COPPERFIELD HOMEOWNERS ASSOCIATION, INC.
THURSDAY, JANUARY 28, 1999

The annual meeting of Copperfield Homeowners' Association was held at 7:00 PM at Lawrence North High School in the Little Theatre. 59 homeowners attended the meeting and 49 homeowners submitted proxies.

The meeting was called to order by President Jerry Dugan at 7:05PM. and Secretary Sherry Sawyer was asked to read the minutes from last years meeting. A motion was made by Marge Laycock to accept them as read and it was seconded by John Mitney.

We have three items to vote on tonight. All three items were explained in a letter delivered earlier to all homeowners along with a voting ballot for each item. Marge Laycock, Tom Ketchum, _____ and Steve Pickett will be our Tellers tonight and count the votes.

The Treasurer's Report, prepared by Mattie McLaughlin, was included in the Budget in the letter delivered earlier to homeowners announcing the Annual Meeting. Jerry Dugan had copies for those who wanted one.

We are within \$300 of spending all of the 1998 snow removal budget. The proposed '99 snow removal budget has been increased by \$1,000.

A homeowner asked, "What is our cash balance?" Jerry Dugan answered, "\$16,000."

A homeowner asked, "What is security (in the budget)?" Jerry Dugan answered that it is temporary security for special occasions, such as tonight. This evening we have hired a security person to patrol our neighborhood from 6:30pm to 8:30pm since many homeowners will be attending this meeting.

A motion to accept the proposed '99 Budget was made by John Slebodnik and seconded by John Davis. The motion carried. ®

Nominees for the '99 Board of Directors were introduced and asked to stand: Mary Ann Cook, Carolyn Burke, Tom Dixon, Jerry Dugan, Mike Hadley, Mattie McLaughlin, Joe O'Rourke, Sherry Sawyer, Vickie Vandivier, and Jerry Wright. Joe O'Rourke is on vacation and Carolyn Burke was still at the table in the hall waiting for latecomers.

The proposed amendment to the Covenants was discussed. There was concern that the term "unsightly" relied too heavily on opinion. Also that the phrase "so as to become unsightly" might allow the governing body to anticipate neglect on the part of a homeowner. Jerry Dugan explained that only the words "and lots" has been added to Section 2.12. The proposed change in Section 2.12 amendment was written by our lawyer. Tom _____

— **EXHIBIT "A"** —

and is the language used in other neighborhoods that Tom serves. Jerry Dugan will question him before finalizing.

There was discussion regarding the problem of having ten nominees on the ballot and having to vote for only nine. Sharon Gilmore suggested that the tenth person be an "alternate". Our Covenants clearly state, however, that there will be only nine members on the Board of Directors.

Ballots were passed out to those who did not bring theirs. Then the voted ballots were collected by the Tellers.

Jerry Dugan announced a recess at 7:15 pm during which the votes will be counted. Homeowners were treated to refreshments served in the adjoining room.

The meeting resumed at 7:45pm.

Regarding the Budget: Jerry Dugan explained that the "actual" amount listed on our Budget as spent in '98 was \$38,370.14. We did, however, have additional capital expenses for lake rip rap and street lights. These items were not included in the "Actual" Budget Expenses because capital expenses are never budgeted items.

Jerry Dugan also said that he will discuss the language in the Covenants Amendment with our attorney and will telephone the homeowners who posed the question. Mr & Mrs.

Jerry Dugan passed out extra '98 telephone directories to those who wanted one.

New members were introduced: Kathy Beal, John and Ruby Cassidy, John and Betty Davis, Becky Gibbs (not present) Edna Nelson, Susan Simons, and Mark Weigand (not present).

Lawrence North High School asked us to announce that their blood drive will be on February 28th from 8:30 am to 2:00 pm.

Betty Ward asked about the possibility of making a walking path around the lake.

Sherry Sawyer withdrew her name from the Board of Directors nominees.

Voting results were announced: The '99 Budget was accepted. We did get the 96 votes necessary to pass the amendment to the Covenants, but just barely! The new, 1999 Board of Directors is: Mary Ann Cook, Carolyn Burke, Tom Dixon, Jerry Dugan, Mike Hadley, Mattie McLaughlin, Joe O'Rourke, Vickie Vandivier, and Jerry Wright.

Jerry Dugan stressed the importance of voting either in person or by proxy. It is important to your community. Please encourage your neighbors and vote yourself... whether you are opposed or in favor, please vote!

Mike Hadley recognized our Block Captains and Temporary Block Captains and thanked them for their efforts. They are: Josephine Chastain, Margaret Cook, Jackie Debruler, Tom & Helen Dixon, Carol Dugan, Mary Everett, Sue Haley, Al Hughes, Ken & Marcella McGlothlin.

Mattie McLaughlin, Mary Alice Moon, Alice Morton, Edna Nelson, Fran O'Rourke, Vic & Alice Seiter and Jeannie Sexton.

We need additional people to be Block Captains. Call anyone on the Board to volunteer.

Mike Hadley asked everyone to pick up their dues assessment letter from Treasurer, Mattie McLaughlin, on the way out of the meeting. Those that are not picked up will be delivered by the Block Captains.

John Slebodnik thanked the crew of our snow removal company for doing a great job.

Jerry Wright noted that there are some spots where the sod was scraped off. He suggested homeowners lay the sod pieces back in place and care for it in the Spring. Hopefully, they will take root. There are eleven bad spots that he will discuss with Shane.

The cost to install street lights has changed since last year. Jerry Wright explained boring and trenching. Boring is more expensive. We cannot trench under our streets and driveways. We may be able to afford five or six new lights. Homeowners will be notified prior to placing street lights near their property.

Jeannie Sexton is going to resume editing the Capers starting next month.

Nancy Hadley asked if homeowners on Copperfield Drive and Copperfield Way think the stop signs are doing any good. Some thought so, some didn't.

The new Copperfield Board of Directors will meet this month to elect officers. New officers will be announced in the next issue of the Copperfield Capers.

With business concluded, Tom Ketchum made a motion to adjourn and it was seconded by Kathy Beall.

The meeting was adjourned at 8:15 pm, and everyone retired to the coffee room for refreshments.

Respectfully submitted,

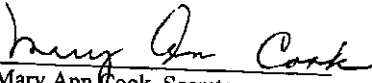
Sherry Sawyer, Secretary



CHICAGO TITLE

Secretary's Certificate

I, Mary Ann Cook, being the current Secretary of the SCM Copperfield Homeowners Association, Inc. ("Association"), hereby certify that the preceding three (3) pages constitute a true and accurate copy of the Minutes of the Association's Annual Meeting held on January 28, 1999. Said Minutes reflect the Copperfield owners' approval of the Amendments to the Amended & Restated Supplemental Declaration of Covenants and Restrictions for Copperfield.


Mary Ann Cook, Secretary
SCM Copperfield Homeowners Association, Inc

STATE OF INDIANA)
)
COUNTY OF INDIANA)

Before me a Notary Public in and for said County and State, personally appeared Mary Ann Cook, the Secretary of SCM Copperfield Homeowners Association, Inc., who acknowledged execution of the foregoing Secretary's Certificate for and on behalf of said corporation and the Owners and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal this 22 day of December, 1999.


P. Thomas Murray, Jr.
Notary Public

My Commission Expires: 12-20-01
Residence County: Marion

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

CHICAGO TITLE