

**DECLARATION OF COVENANTS
FOR ESTABLISHING**

CUMBERLAND TRAILS HOMEOWNERS ASSOCIATION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Cumberland Trails Subdivision ("Declaration"), made this 27th day of October, 1994, Williams at Whiteland, Inc., (hereinafter referred to as "Declarant"),

WITNESSETH THAT:

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

WHEREAS, Declarant intends to develop the Real Estate, by constructing residential facilities, which development shall be known as "Cumberland Trails";

WHEREAS, the Real Estate has been subdivided, platted and recorded by Declarant as the Cumberland Trails Subdivision on the 27th day of October, 1994 as Instrument No. 94023486 in the Office of the Recorder of Johnson County, Indiana, in Plat Book C Page 658 A & B;

WHEREAS, Declarant intends to sell and convey the residential facilities and Lots within Cumberland Trails and desires to subject the Real Estate to certain terms, covenants, conditions and restrictions in order to 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; and

WHEREAS, Declarant desires to provide for maintenance of the Common Area and Common Amenities which benefit Cumberland Trails Subdivision, and to that end desires to establish certain obligations on Owners of Lots within Cumberland Trails and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the operation of the Common Area and Common Amenities; and

WHEREAS, Declarant has or will incorporate under the laws of Indiana a non-profit corporation known as Cumberland Trails Owners' Association, Inc. to provide an agency for which may be delegated and assigned the powers of owning, maintaining and/or administering the Common Area and Common Amenities, enforcing the Covenants, collecting and disbursing the Assessments and other charges hereinafter created, and promoting the health, safety and welfare of the Owners of the Lots.

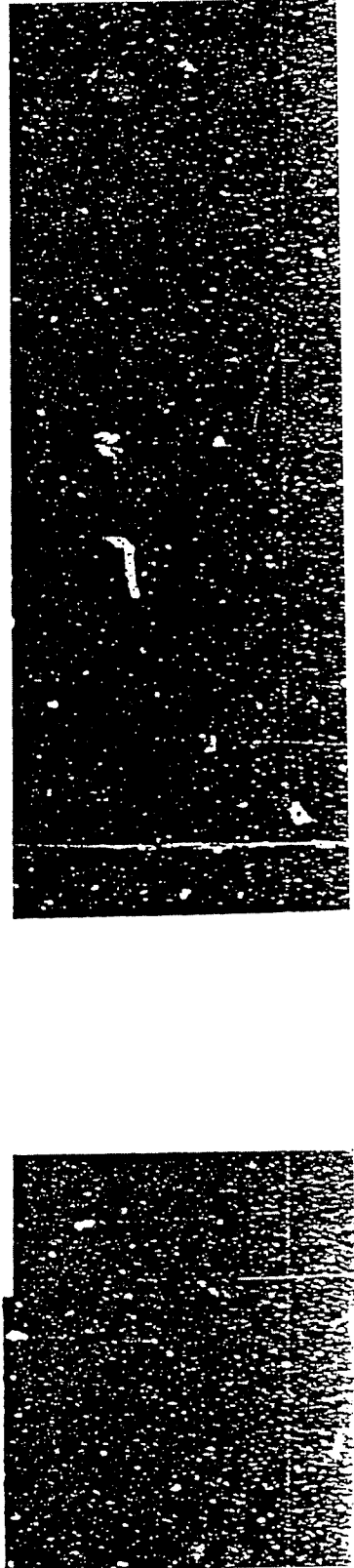
NOW, THEREFORE, Declarant hereby declares that all of the Real Estate as it is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following terms, covenants, conditions and restrictions. All of the terms, covenants, conditions and restrictions 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.

1 GENERAL PURPOSE OF COVENANTS

The Real Estate is hereby subjected to the Declarations to ensure and provide for adequate and proper maintenance of the Common Area and Common Amenities on the Real Estate so as to meet the requirements of certain governmental

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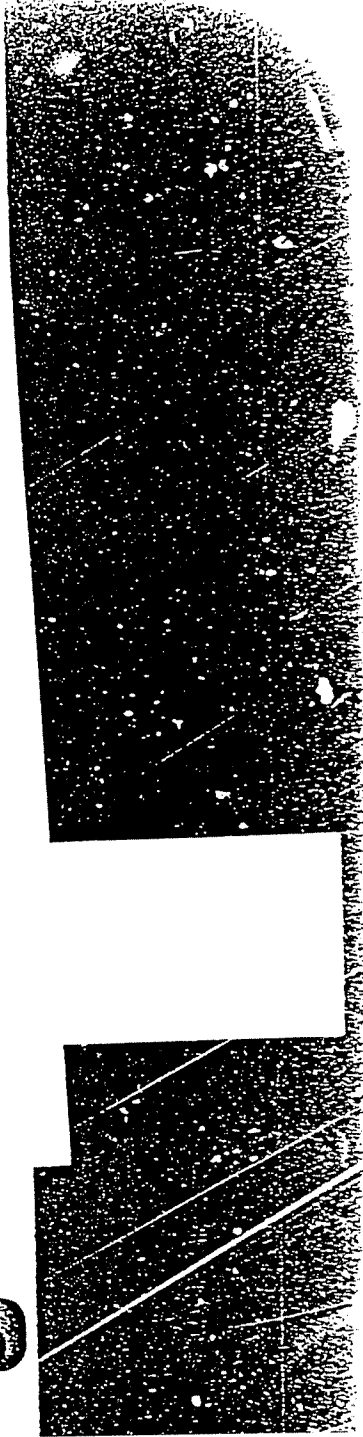
agencies, all for the purpose of benefiting all Lots within Cumberland Trails and to ensure the maintenance of the Common Area and Common Amenities on the Real Estate.

2 DEFINITIONS FOR ALL PURPOSES OF THIS DECLARATION

- The following terms, whenever used in this Declaration, shall have the meanings assigned to them by this Section 2:
- 2.1 **Assessment.** "Assessment" means the share of the Maintenance Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of this Declaration.
- 2.2 **Association.** "Association" means Cumberland Trails Owners' Association, Inc., a nonprofit Indiana Corporation, formed or to be formed for the purpose of determining and collecting the Assessments and overseeing and enforcing the terms of this Declaration.
- 2.3 **Board of Directors.** "Board of Directors" means the Board of Directors of the Association elected pursuant to the Articles and Bylaws of the Association.
- 2.4 **Declarant.** "Declarant" means Williams at Whitehall, Inc., an Indiana Corporation, or any other person, firm, corporation or partnership which succeeds to the interest as developer of Cumberland Trails.
- 2.5 **Common Amenities.** "Common Amenities" shall mean any landscaping, decorative signage, lighting or other such common amenities provided by the Association within the Streets, Easements or Common Area.
- 2.6 **Common Area.** "Common Area" shall mean those areas shown as Common Area on the Plat or Plats of Cumberland Trails, together with the improvements made thereto and facilities located thereon, which shall specifically include, without limitation, the storm water retention lakes and appurtenant drainage improvements and/or facilities located within such areas.
- 2.7 **Covenants.** "Covenants" means those covenants, conditions and restrictions affecting the Real Estate as established on the Plat and by Declarant in this Declaration.
- 2.8 **Easements.** "Easements" refer to those areas reserved as easements, on the Plat or Plats of Cumberland Trails, as the same may be recorded from time to time.
- 2.9 **Lot.** "Lot" means any of the separate parcels numbered and identified on the Plat or Plats of Cumberland Trails, as the same may be recorded from time to time.
- 2.10 **Maintenance Expense.** "Maintenance Expense" means the actual or estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of the Common Area and Common Amenities and any other cost or expense incurred by the Association for the benefit and perpetuation of the Common Area and Common Amenities.
- 2.11 **Mortgage.** The term "Mortgage" means any holder, insurer, or guarantor of any first mortgage on any Lot.
- 2.12 **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.
- 2.13 **Plat.** "Plat" means the final Plat or Plats of Cumberland Trails as the same may be recorded from time to time in the Office of the Recorder of Johnson County, Indiana.

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2.14 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 Cumberland Trails, 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.

3 GENERAL RESTRICTIONS

3.1 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. Owner shall maintain their Lot and improvements situated thereon in a manner so as to prevent the Lot or improvements from becoming unsightly, and specifically, Owner shall: (i) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds; (ii) Cut down and remove dead trees; (iii) Keep the exterior of all improvements in such state of repair or maintenance so as to avoid their becoming unsightly; and (iv) Prevent the existence of any other condition that reasonably tends to detract from or diminish the appearance of the Lot and/or Cumberland Trails.

3.1.1 Failure to Comply. Failure to comply shall warrant the Declarant, authorized agents of the City of Franklin or the Association to cut the growth or weeds, or clear the refuse from the Lot at the expense of the Owner. Failure to pay such expense shall result in a lien against the Lot.

4 LAKE AREAS.

4.1 Lake Drainage Easement. The Association shall have a permanent easement over, across and under all Lake Area(s) and the Common Area for the purpose of improving, altering, maintaining, dredging, regrading, reconstructing and/or repairing the Lake Area(s) and/or Common Area, and all facilities, improvements and appurtenances thereon, as may be necessary for the Lake Areas to properly function, serve and provide its intended storm water retention and related or drainage benefits to Cumberland Trails. ("Drainage Easement").

4.2 No Recreational Lake Use. Recreational use of the Lake Areas shall be prohibited.

5 Board of Managers. Upon the Declarant relinquishing control of the Association pursuant to this Declaration, the Lake Lot Owners shall form an association in which each Lake Lot Owner shall have one vote in the selection of a Board of Managers which shall consist of not less than three nor more than nine members. Thereafter, on the first Saturday in March of each calendar year, the voting Lake Lot Owners shall elect the Board of Managers for the ensuing year to a term commencing April 1st and expiring March 31st.

5.1 Rules and Regulations. The Declarant, and subsequent to Declarant relinquishing control of the Association, the Lake Lot Owners shall specifically adopt rules and regulations relating to landscaping, fencing, terracing, seawalls or other shoreline protection or decoration, docks, lighting and other such water and shoreline structures or facilities. No such structures or facilities shall be installed, placed or constructed without the prior approval of detailed plans submitted to the Declarant or the Board of Managers upon its formulation as provided above. The Board of Managers shall in no case approve any facilities or structures, which in any way negatively affect the drainage functions of the lake or the Drainage Easement rights held by the Association.

5.2 Non-Liability of Board of Managers. Neither the Declarant nor the Board of Managers shall not be held as an entity, collectively, individually or personally liable in the discharge of its/his/their official duties.

The Declarant of CTR
Cumberland Trails
December 3, 1984
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5.3 **Non-Disturbance of Lake Areas and Common Area.** Lake Lot Owner or third party shall do or permit to be done any action or activity which could result in pollution of the Lake Area, diversion of water, change in elevation of lake level, earth disturbance resulting in silting, or any conduct which could result in an adverse affect upon drainage of the subdivision, proper Lake Area management, or water quality.

5.4 **Enforcement of Lake Area Rules.** The Declarant, and subsequent to Declarant relinquishing control of the Association, the Board of Managers, in behalf of all Lake Lot Owners, or any individual Lake Lot Owner, shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of, or violation of, any properly promulgated, rules and regulations or damage caused to the Lake Area, recreational or aesthetic improvements together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorneys' fees.

6 COVENANTS FOR MAINTENANCE ASSESSMENTS

6.1 **Purpose of the Assessments.** The Assessments levied by the Association shall be used for the purpose of maintenance of the Common Area and Common Amenities within Cumberland Trails, as the same may be platted from time to time, including, but not limited to, the payment of any necessary insurance thereon and for the cost of labor, equipment, material, and management furnished with respect to the Common Area and Common Amenities; provided that the Association shall not be responsible for the replacement, repair or maintenance of any part of the Common Area and Common Amenities which is or hereafter may be dedicated to the public. Each Owner hereby covenants and agrees to pay to the Association:

6.1.1 A pro-rata share (as hereinafter defined) of the annual Assessments fixed, established, and determined from time to time as hereinafter provided.

6.1.2 A pro-rata share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

6.2 **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 a first lien 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 proceeds therefrom in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall 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.

6.3 **Pro-Rata Share.** The pro-rata share of each Owner for purposes of this section shall be the percentage obtained by dividing one by the total number of Lots shown on the Plat or Plats of Cumberland Trails, as the same may be recorded from time to time ("Pro-Rata Share").

6.4 **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 Maintenance 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 to the beginning of each fiscal year of the Association.

6.5 **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 Maintenance 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 Maintenance 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 Maintenance Expense not provided for by the annual Assessments.

6.6 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 provided for herein shall commence as to all Lots in Cumberland Trails on the first day of the month following the Declarant's transfer of control of the Association to the Owners pursuant to Section 16.12 below. Declarant shall not be obligated to pay any assessments prior to said transfer, but shall be obligated to pay all maintenance expenses prior to said transfer. The first annual Assessment for each Lot shall be prorated for the balance of the fiscal year of the Association in which such Assessment is made. 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.

6.7 Duties of the Association.

6.7.1 The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept in the office of the Association and shall be available for the inspection and copying by each Owner for duty 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.

6.7.2 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 persons relying thereon, such certificate shall be conclusive evidence of payment of any Assessments therein stated to have been paid.

6.7.3 The Association shall notify any Mortgagee from which it has received a written request for notice of any default in the performance by any Owner of any obligation under the By-Laws of the Association or this Declaration which is not cured within sixty (60) days.

6.8 Non-payment of Assessments; Remedies of Association.

6.8.1 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.

6.8.2 If any Assessment upon any Lot is not paid within fifteen (15) 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 the annual interest rate allowable on judgments rendered in the State of Indiana at the time such Assessment is due, 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.

6.9 Adjustments. In the event that the amounts actually expended by the Association for Maintenance Expenses in any fiscal year exceed the amounts budgeted and assessed for Maintenance 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 Maintenance Expenses in any fiscal year exceed the amount actually expended by the Association for Maintenance 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).

7 DECLARANT'S ASSOCIATION'S RIGHT TO GUARANTEE COMPLIANCE

7.1 Failure to Maintain Lot. In the event the Owner of any Lot in Cumberland Trails shall fail to maintain that Lot or any of its improvements situated therein in accordance with the provisions of these Covenants, the Association, or prior to the Association's incorporation, the Declarant, shall have the right, but not the obligation, by and through its agents and employees or contractors to enter upon said Lot, perform such acts as may be reasonably necessary to make such Lot and improvements therein, if any, conform to the requirements of these Covenants. The cost thereof to the Association or Declarant shall be collected in any reasonable manner from Owner. Neither Association/Declarant nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder at the time dwellings are constructed upon.

8 ORGANIZATION AND DUTIES OF ASSOCIATION

8.1 Organization of Association. The Declarant shall establish the Association to be organized as a mutual benefit and nonprofit 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.

8.2 Membership. The members of the Association shall consist of the Declarant and the Owners of Lots in Cumberland Trails 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.

The Association shall have two classes of voting membership:

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

Class B. The Class B members shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned, and the first Board of Directors during their respective terms, who shall have no voting rights. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class membership; or

(b) On January 1, 2010.

8.3 Board of Directors. The members shall elect a Board of Directors of the Association as prescribed by the Association By-Laws. The Board of Directors shall manage the affairs of the Association.

8.4 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 Area and Common Amenities, the determination of Maintenance Expenses, the collection of annual and special Assessments, for the perpetuation of the Common Area, Common Amenities and 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 Covenants 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 or 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.

8.5 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 actions provided, however, that any such amendment of this Declaration shall not bring about any inequitable Assessments on any particular Owner(s). 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 Johnson County. No such amendment shall substantially alter the Common Area and Common Amenities or effect a modification of any covenants or commitments undertaken in connection with any platting approvals or zoning without the prior approval of the appropriate government authorities.

8.6 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 in no event to be less than One Million Dollars (\$1,000,000.00) for any single occurrence, occurring on or in connection with the Common Area and Common Amenities. The Association shall also maintain in force adequate casualty and extended coverage insurance, insuring the Common Area and Common Amenities against casualty, vandalism and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full replacement value of such Common Area and Common Amenities improvements. The Association shall notify all Mortgagees 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 and 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 Cumberland Trails, 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 canceled or substantially modified for any reason.

Declaration of CCR
Cumberland Trails
December 31, 2009
Recorded & Returned

8.7 Condemnation; Destruction. In the event that any of the Common Area and Common Amenities 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 part of the Common Area and Common Amenities 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 Area and Common Amenities 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 Area and Common Amenities; provided, however, that upon request of any Owner(s), the Association shall pursue such claims on such requesting Owner(s) 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 part of the Common Area and Common Amenities.

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

9 CUMBERLAND TRAILS ARCHITECTURAL CONTROL COMMITTEE

9.1 Amendment. This paragraph 14 shall amend the Restrictive Covenants of the recorded plat for Cumberland Trails and recorded in the office of the Recorder of Johnson County, Indiana on October 27, 1994, as Instrument No. 94023486, Plat Book C, Page 658 A & B to delete paragraphs 25 and 26 of said Restrictive Covenants.

9.2 Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

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

9.4 Inspection. The Committee or its agent may inspect work being performed to assure compliance with the approved plans and this Declaration.

10 EXPANSION OF SUBDIVISION

10.1 Method and Scope of Expansion. Declarant, at its option, and from time to time, may expand Cumberland Trails to include all or any parts of the tract describe in the attached Exhibit B, by the addition of further sections consisting of one or more Lots and any Common Area and Common Amenities 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 supplemental declaration imposing upon such section the terms and conditions of this Declaration, together with any provisions particular to such section. Declarant hereby covenants that the total number of Lots in Cumberland Trails shall

DECLARATION OF CUMBERLAND TRAILS
CUMBERLAND TRAILS
DECEMBER 3, 1994
CUMBERLAND TRAILS

not exceed Four Hundred (400) and that no real estate shall be added thereto which is not within that described in Exhibit B.

10.2 Time for Expiration. No additional sections shall be added after the date which is fifteen (15) years after the date on which the first Plat for Cumberland Trails was recorded.

11 GENERAL PROVISIONS

11.1 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.

11.2 Scope of Covenants. Declarant and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, are deemed to have agreed to each and every one of the Covenants 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 Covenants 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.

11.3 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.

11.4 Failure to Enforce Not a Waiver of Rights. The failure of Declarant, the Association, or any Owner to enforce any Covenant 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 Covenant.

11.5 Rights of Mortgages. Except to the extent otherwise provided herein, 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. Other provisions herein 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 Mortgage holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.

11.6 Effect of Invalidity. 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.

11.7 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.

11.8 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 hereinabove; 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.

Declarations of CCR
Cumberland Trails
Recorded 2/11/09
Cumberland Trails

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In Witness Whereof, the Declarant has caused this Declaration to be executed on the date first above written

WILLIAMS AT WHITELAND

By: Mary J. Williams
Mary J. Williams, President

By: Samuel J. Williams
Samuel J. Williams, Executive Vice-President

ALLISON HOMES, INC.

By: Tom Spencil
Tom Spencil, President

BRANDYWINE BUILDERS, INC.

By: Denice Tice
Denice Tice, President

D. J. RAY CONSTRUCTION COMPANY, INC.

By: Michael A. Ray, Pres.
(Name Printed)
(Title)

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared Mary L. Williams, President, and Samuel J. Williams, Executive Vice-President, on behalf of Williams at Whiteland, who acknowledged the execution of the foregoing, and who having been duly sworn upon his oath, stated that the representations therein contained are true.

My Commission Expires: 6-13-98

Denice Tice
Notary Public, Indiana
Resident: Indianapolis County, IN

68

0000029

DESCRIPTION

Part of the Northwest Quarter of the Northwest Quarter of Section 15, Township 12 North, Range 4 East of the Second Principal Meridian, City of Franklin, Johnson County, Indiana, more particularly described as follows:

COMMENCING at the Northeast corner of said Quarter Quarter Section/ thence South 00 degrees 00 minutes 14 seconds East (previous survey bearing by Franklin Engineering on the Green Farm survey) along the East line of said Quarter Quarter Section 100.11 feet to the point of Beginning of this described tract; thence continuing South 00 degrees 00 minutes 36 seconds East along last said Quarter Quarter Section line 877.91 feet to a point on the Northerly right-of-way line of Westview Drive; the next five (5) courses follow last said Northerly right-of-way line, said point also being on a non-tangent curve to the right having a central angle of 3 degrees 37 minutes 42 seconds the radius point of said curve bears North 10 degrees 52 minutes 47 seconds West 1812.35 feet;

- 1) thence South 80 degrees 55 minutes 49 seconds West chord bearing 114.75 feet chord distance 114.77 feet arc distance;
- 2) thence South 82 degrees 44 minutes 45 seconds West 4.34 feet;
- 3) thence South 84 degrees 27 minutes 51 seconds West 500.23 feet;
- 4) thence South 79 degrees 39 minutes 29 seconds West 95.45 feet to a point on a non-tangent curve to the left having a central angle of 00 degrees 47 minutes 25 seconds the radius point of said curve bears South 08 degrees 17 minutes 22 seconds East 868.51 feet;
- 5) thence South 81 degrees 18 minutes 55 seconds West chord bearing 11.90 feet chord distance 11.98 feet arc distance; thence North 10 degrees 20 minutes 31 seconds West 6.20 feet to a point of curvature of a curve to the left having a central angle of 78 degrees 00 minutes 04 seconds the radius point of said curve bears South 49 degrees 20 minutes 29 seconds West chord bearing 50.35 feet chord distance 54.45 feet arc distance; thence North 88 degrees 20 minutes 33 seconds West 138.97 feet to a point of curvature to the right having a central angle of 101 degrees 29 minutes 48 seconds the radius point of said curve bears North 01 degree 39 minutes 25 seconds East 154.66 feet; thence North 37 degrees 35 minutes 41 seconds West chord bearing 39.53 feet chord distance 273.97 feet arc distance to a point of curvature of a curve to the right having a central angle of 16 degrees 31 minutes 42 seconds the radius point of said curve bears South 76 degrees 50 minutes 47 seconds East 428.97 feet; thence North 21 degrees 25 minutes 05 seconds East to a point of curvature of a curve to the right having a central angle of 9 degrees 24 minutes 29 seconds the radius point of said curve bears South 60 degrees 19 minutes 04 seconds East 1270.95 feet; thence North 34 degrees 23 minutes 11 seconds East chord bearing 200.26 feet chord distance 200.48 feet arc distance; thence North 39 degrees 17 minutes 59 seconds East 81.59 feet; thence North 34 degrees 13 minutes 53 seconds East 29.61 feet to a point of curvature of a curve to the left having a central angle of 27 degrees 46 minutes 44 seconds the radius point of said curve bears North 55 degrees 46 minutes 07 seconds West 765.00 feet; thence North 20 degrees 20 minutes 31 seconds West chord bearing 367.28 feet chord distance 370.90 feet arc distance; thence North 88 degrees 25 minutes 31 seconds East 690.82 feet to the point of Beginning, containing 18.463 acres, more or less.

Subject to all legal rights-of-way, easements, and restrictions.

EXHIBIT A

DESCRIPTION

Part of the West Half of the Southwest Quarter of Section 10, Township 12 North, Range 4 East of the Second Principal Meridian, Johnson County, Indiana described as follows:

BEGINNING at the Northwest corner of said Half Quarter Section; thence North 88 degrees 49 minutes 45 seconds East (bearing based on survey for Margaret E.S. Green Farm by Franklin Engineering, dated January 13, 1906) along the North thereof 1336.79 feet to the Northeast corner of said Half Quarter Section; thence South 00 degrees 01 minutes 58 seconds East along the East line thereof 2379.00 feet to a point 320.05 feet North of the Southeast corner of said Half Quarter Section; thence South 88 degrees 25 minutes 31 seconds West 1346.25 feet to a point on the West line of said Half Quarter Section said point being North 00 degrees 11 minutes 19 seconds East 328.87 feet from the Southwest corner of said Half Quarter Section; thence North 00 degrees 11 minutes 19 seconds East along the West line of said Half Quarter Section 2388.79 feet to the POINT OF BEGINNING, containing 73.394 acres, more or less. Subject to all pertinent rights-of-way, easements and restrictions.

AND

Part of the Southwest Quarter of the Southwest Quarter of Section 10, Township 12 North, Range 4 East and Part of the West Half of the Northwest Quarter of Section 15, Township 12 North, Range 4 East of the Second Principal Meridian, City of Franklin, Johnson County, Indiana, described as follows:

Beginning at an iron pin found and marking the Northeast corner of the West Half of the Northwest Quarter of said Section 15; thence South 00 degrees 03 minutes 36 seconds East (bearing based on survey for Margaret E.S. Green by Franklin Engineering, dated January 13, 1906) 1178.01 feet to an iron pin found on the North right-of-way line of Westview Drive; the next five (5) courses follow last said Westview right-of-way line of Westview Drive said point also being on a non-tangent curve to the right having a central angle of 03 degrees 37 minutes 42 seconds the radius point of said curve bears North 10 degrees 52 minutes 49 seconds West 1812.35 feet; 1) thence Southeastly along said curve 114.77 feet arc distance South 00 degrees 55 minutes 49 seconds West chord bearing 114.75 feet chord distance to a capped iron pin set; 2) thence South 82 degrees 44 minutes 45 seconds West 4.34 feet to a capped iron pin set; 3) thence South 84 degrees 27 minutes 51 seconds West 500.23 feet to a capped iron pin set; 4) thence South 79 degrees 39 minutes 29 seconds West 95.45 feet to a capped iron pin set said point also being on a non-tangent curve to the left having a radius point of said curve bears South 00 degrees 17 minutes 22 seconds East 868.51 feet; 5) thence Southwesterly along said curve 603.73 feet arc distance South 61 degrees 47 minutes 47 seconds West chord bearing 591.65 feet chord distance to a capped iron pin set; thence South 88 degrees 47 minutes 15 seconds West 122.97 feet to a capped iron pin set; thence North 00 degrees 12 minutes 36 seconds East 1507.24 feet to a capped iron pin set and marking the Northwest corner of the West Half of the Northwest Quarter of the Southwest 15 said point also being the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 10; thence North 00 degrees 11 minutes 19 seconds East along the West line of last said Quarter Section 328.87 feet; thence North 88 degrees 25 minutes 31 seconds East 1346.25 feet to a point on the East line of the Southwest Quarter of the Southwest Quarter of said Section 10; thence South 00 degrees 01 minutes 58 seconds East along last said East line 320.05 feet to the POINT OF BEGINNING, containing 50,000 acres, more or less.

EXHIBIT B

EXCEPT :

Part of the Northwest Quarter of the Northwest Quarter of Section 15, Township 12 North, Range 4 East of the Second Principal Meridian, City of Franklin, Johnson County, Indiana, more particularly described as follows:

COMMENCING at the Northeast corner of said Quarter Quarter Section; thence South 00 degrees 00 minutes 36 seconds East (previous survey bearing by Franklin Engineering on the Green Farm survey) along the East line of said Quarter Quarter Section 300.11 feet to the Point of Beginning of this described tract; thence continuing South 00 degrees 00 minutes 36 seconds East along last said Quarter Quarter Section line 877.91 feet to a point on the Northerly right-of-way line of Westvlev Drive; the next five (5) courses follow last said Northerly right-of-way line, said point also being on a non-tangent curve to the right having a central angle of 3 degrees 37 minutes 42 seconds the radius point of said curve bears North 10 degrees 52 minutes 47 seconds West 1812.35 feet;

1) thence South 80 degrees 55 minutes 49 seconds West chord bearing 114.75 feet chord distance 114.77 feet arc distance; West 4.34 feet;

2) thence South 82 degrees 44 minutes 45 seconds West 500.23 feet;

3) thence South 84 degrees 27 minutes 51 seconds West 95.45 feet to

4) thence South 79 degrees 39 minutes 29 seconds having a central angle of a point on a non tangent curve to the left having a central angle of 00 degrees 47 minutes 17 minutes 22 seconds the radius point of said curve bears South 08 degrees 17 minutes 22 seconds East 868.51 feet;

5) thence South 81 degrees 18 minutes 55 seconds West chord bearing 11.98 feet chord distance 11.98 feet arc distance; thence North 10 degrees 20 minutes 31 seconds West 6.20 feet to a point of curvature of a curve to the left having a central angle of 78 degrees 00 minutes 04 seconds the radius point of said curve bears South 79 degrees 20 minutes 29 seconds West 40.00 feet; thence North 49 degrees 20 minutes 33 seconds West chord bearing 50.35 feet chord distance 54.45 feet arc distance; thence North 80 degrees 20 minutes 35 seconds West 138.97 feet to a point of curvature to the right having a central angle of 101 degrees 29 minutes 48 seconds the radius point of said curve bears North 01 degree 39 minutes 25 seconds West chord bearing 239.53 feet chord distance 273.97 feet arc distance to a point of curvature of a curve to the right having a central angle of 16 degrees 31 minutes 42 seconds the radius point of said curve bears South 21 degrees 50 minutes 47 seconds East 428.97 feet; thence North 21 degrees 25 minutes 05 seconds East chord bearing 123.32 feet chord distance 123.76 feet arc distance to a point of curvature of a curve to the right having a central angle of 9 degrees 24 minutes 29 seconds the radius point of said curve bears South 60 degrees 19 minutes 11 seconds East 1220.95 feet; thence North 34 degrees 23 minutes 11 seconds East chord bearing 200.26 feet chord distance 200.48 feet arc distance; thence North 39 degrees 13 minutes 53 seconds East 81.59 feet; thence North 34 degrees 13 minutes 53 seconds East 29.61 feet to a point of curvature of a curve to the left having a central angle of 27 degrees 46 minutes 44 seconds the radius point of said curve bears North 55 degrees 46 minutes 07 seconds West 765.00 feet; thence North 20 degrees 20 minutes 31 seconds West chord bearing 367.28 feet chord distance 370.90 feet arc distance; thence North 88 degrees 25 minutes 31 seconds East 690.82 feet to the Point of Beginning, containing 18.463 acres, more or less.

subject to all legal rights-of-way, easements, and restrictions.

RECEIVED FOR RECORD
BOOK 68 PAGE 239
JEAN HARMON
JOHNSON COUNTY RECORDER

JUL 13 3 55 PM '95 EXHIBIT B

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