

CERTIFICATE OF ASSUMED BUSINESS NAME

For persons (sole proprietorships, associations, or general partnerships)
engaged in business under a name other than their own (DBA)
(Please print)

Name of business Glen Maven West Homeowners Association
Nature of business Homeowners Association
Address of business PO Box 175 Plainfield IN 46168

NAME & RESIDENCES OF BUSINESS MEMBERS:

1. Jeff Singleton 6393 Matcumbe Way Plainfield IN
2. Devin Brennan 5906 Remrod Dr. Plainfield IN 46168
3. Staci Andrews 6400 Matcumbe Way Plainfield IN 46168
4. Jason Humphrey 6436 Oyster Key Ln Plainfield IN
5. Vicki Wilhelm 6408 Matcumbe Way Plainfield IN

(Section to be completed in presence of County Recorder)

I hereby certify that I have personal knowledge of the facts stated above and that each of them is true.

Prepared by:
Signature John D. Brennan 

Printed name John Devin Brennan

Capacity Treasurer

Date 8-6-07

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law."

John Devin Brennan
(printed name)

HENDRICKS COUNTY RECORDER - Paul T. Hardin Paul T. Hardin

GLEN HAVEN WEST, SECTION 1 PART OF THE E 1/2 SW 1/4 SEC. 3-T14N-R1E. TOWN OF PLAINFIELD, HENDRICKS COUNTY, INDIANA SHEET 2 OF 2

SURVEYOR CERTIFICATION

I, Brian L. Haggard hereby state that:
The within Plat is a representation of the lands surveyed, subdivided and platted under my direct supervision and control and that it is true and correct to the best of my knowledge and belief.

SEE LAND DESCRIPTION TO RIGHT

This Subdivision consists of 64 lots numbered 1 through 64 inclusive, together with Common Areas, Easements and Public Ways as shown on the within Plat.
The size of the Lots and Common Areas and widths of Street and Easements are shown in figures denoting feet and decimal parts thereof.
All monuments shown on the within Plat actually exist and their location, size, type and material are correctly shown.
The boundary survey of the plat is in conformity with 863 IAC 1-12, and is hereby given reference in instrument No. 2002-12200 in the Office of the Recorder of Hendricks County, Indiana.

The within Plat complies with the provisions of the Public Subdivision Control Statute.

Witness my signature this 22nd day of OCTOBER, 2002

Signature: *Brian L. Haggard*
Brian L. Haggard
Registered Land Surveyor - Indiana - # LS20000001



PLANNING COMMISSION APPROVAL

The Director of the Department of Planning and Zoning has reviewed the Plat for technical conformity with the standards set in the Planning Zoning Ordinance and the Public Subdivision Control Statute and hereby certifies that this Plat meets all of the minimum requirements of the ordinance and complies with the Town of Plainfield, Hendricks County, Indiana.

Signature: *J. Haggard*
J. Haggard
Director, Department of Planning and Zoning
Date: 15 November 2002

We, the undersigned do hereby certify that, under authority provided by the Indiana Planning Law, 12-30-14, et seq., enacted by the General Assembly of the State of Indiana, and all other applicable laws, the Plat depicted herein is the Plat which was given approval by the Town of Plainfield Planning Commission at a meeting held on the 19th day of NOVEMBER, 2002.

Witness my signature this 19th day of NOVEMBER, 2002
Signature: *Richard A. Adams*
Richard A. Adams
Mayor
Signature: *Michael P. Haggard*
Michael P. Haggard
President



The location of the subdivision appears to be classified as Zone "C" (area of original flood) per the Flood Insurance Rate Map (FIRM) for Hendricks County, Indiana, community 180415 DTED B, effective date March 18, 1981, Federal Emergency Management Agency, Federal Emergency Administration. For more information, the subdivision does not appear to be within the boundary of the 100-year flood zone. The accuracy of any flood hazard statement is subject to map scale uncertainty.
In accordance with the Hendricks County Drainage Board and under the authority of the Indiana Drainage Code, an assessment has been submitted for this subdivision. This subdivision is not a water body or open ditch and is not subject to underground drainage. This subdivision is not subject to a drainage assessment under the authority of the Indiana Drainage Code.

DEDICATION STATEMENT

We, Don Brown, Inc., do hereby certify that we are the owners of the real property in the Town of Plainfield, Hendricks County, Indiana, according to deed recorded as instrument No. 2001-03123 in Book 306, Page 1023-1024, of the official records of the Recorder of Hendricks County, Indiana, and further described as follows:

LAND DESCRIPTION

That portion of the Southeast Quarter of the Southeast Quarter of Section 3, Township 14 North, Range 1 East of the Second Principal Meridian, Town of Plainfield, Hendricks County, Indiana, described as follows:
Containing the south line of said Southeast Quarter of bearing South 89 degrees 14 minutes 45 seconds West with all bearings contained herein being relative thereto:

BEGINNING at a stone found with a cut "X" at the southeast corner of said Southeast Quarter; thence South 89 degrees 14 minutes 45 seconds West along said south line 102.28 feet; thence North 00 degrees 00 minutes 12 seconds West 265.97 feet to a point on the easterly boundary of the North 1/2 of Block 6, Agency, Section 1 and 2 on the plat instrument recorded in Plat Book 6, Page 170 and 171 of the official records of the Recorder of Hendricks County, Indiana, to wit: 102.28 seconds West along said north line 543.80 feet; thence North 00 degrees 00 minutes 12 seconds West 102.28 feet; thence South 89 degrees 14 minutes 45 seconds West 2.57 feet; thence North 00 degrees 00 minutes 12 seconds West 112.70 feet; thence North 00 degrees 00 minutes 12 seconds East 102.28 feet; thence North 00 degrees 00 minutes 12 seconds West 266.00 feet; thence North 00 degrees 00 minutes 12 seconds East 102.28 feet to the east line of said Southeast Quarter; thence South 00 degrees 00 minutes 12 seconds East 102.28 feet to the POINT OF BEGINNING, more or less.

We therefore show as persons by these presents that we do hereby by, sell, plat and dedicate said Real Estate in accordance with the within Plat.

This Subdivision shall be known as the "GLEN HAVEN WEST - SECTION 1", an addition to the Town of Plainfield, Hendricks County, Indiana.

All streets and public open spaces shown on the within Plat are heretofore dedicated to the public and hereby dedicated to the Town of Plainfield for public use and maintenance.

From building setbacks, lines are hereby established as shown on the within Plat, between which lines and special improved way, there is no building or structure and no streets or sidewalks.

All storm water, drainage, water, and sanitary sewer easements shown on this Plat are hereby dedicated to the Town of Plainfield. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may obstruct or interfere with the location and maintenance of utilities.

The easement area of each lot shall be continuously maintained on a year-to-year basis by the Owner of the Lot, except for those improvements which are the responsibility of a public authority or utility company to maintain.

Within drainage easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The drainage easement of each lot shall be continuously maintained on a year-to-year basis by the Owner of the Lot, except for those improvements which are the responsibility of a public authority or utility to maintain.

The first five (5) feet of any utility easement which is located along a street right-of-way shall be reserved for use as a right of Public Utility easement for water and sewer, and shall be subject to the jurisdiction and maintenance of the respective water or sewer utility. Any other utility easement shall be subject to the jurisdiction and maintenance of the respective utility. No other utility easement shall be placed or permitted to remain without the written approval of the Town Engineer.

This subdivision is subject to the provisions of Covenants, Conditions and Restrictions recorded as Instrument Number _____ in Book _____ Page _____ of the official records of the Recorder of Hendricks County, Indiana, regarding this subdivision.

Violation of any one of the foregoing plat covenants by judgment or court order shall in no way affect any of the other plat covenants which shall remain in full force and effect.

The right to enforce these covenants by injunction, together with the right to cause the removal by the removal of any structure or material or to maintain or replace in violation hereof, is hereby dedicated to the public, and reserved to the several Owners of the several Lots in the Subdivision and its heirs and assigns.

Witness my hand and seal this 22nd day of OCTOBER, 2002

Signature: *Donald A. Stafford*
Donald A. Stafford
Title: **ELDEN HAVEN, INC.**

State of **INDIANA**
County of **HENDRICKS**

Before me, a notary public in and for said County and State, personally appeared **Donald A. Stafford**, Owner of the Real Estate, who acknowledged the execution of the foregoing instrument and who, having been duly sworn, affirmed the truth of the statements made by him.

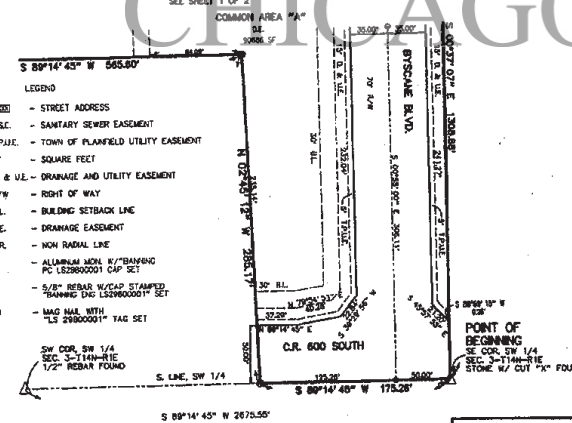
Witness my hand and notarial seal this 22nd day of OCTOBER, 2002

Signature: *Mark A. Szymanski*
Mark A. Szymanski
Title: **Notary Public**

County of Residence: **Madison**
My Commission Expires: **June 11, 2008**



CHICAGO TITLE



CURVE TABLE				
#	Radius	Delta	Length	Chord
1	200.00'	55°23'30"	183.18'	105.75'
2	230.00'	52°20'30"	220.98'	123.22'
3	165.00'	59°20'30"	189.37'	86.52'
4	75.00'	90°00'00"	117.81'	106.07'
5	100.00'	08°58'12"	15.66'	7.84'
6	100.00'	23°23'18"	51.54'	52.80'
7	50.00'	90°00'00"	70.71'	80.00'
8	75.00'	90°00'00"	117.81'	106.07'
9	100.00'	90°00'00"	141.42'	100.00'
10	50.00'	90°00'00"	70.71'	80.00'
11	15.00'	90°00'00"	23.56'	21.21'
12	15.00'	90°00'00"	23.56'	21.21'
13	15.00'	90°00'00"	23.56'	21.21'
14	15.00'	90°00'00"	23.56'	21.21'
15	15.00'	64°13'42"	16.81'	15.82'
16	15.00'	64°13'42"	16.81'	15.82'

BANNING ENGINEERING
688 TOWER ROAD, SUITE #100
PLAINFIELD, IN 46160
BUS. (317) 836-2261, FAX (317) 838-9171
E-MAIL: banning@banning-eng.com

PRELIMINARY PLAT	FINAL PLAT		RECORDING		Drawn
	Checked	Date	Checked	Date	
BLN	04/09/02	MS	10/24/02		ENC

Date: 4/1/2002
Project: DD-188
Sheet 2 of 2

200200040327
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
11-21-2002 At 10:46 AM.
COVENANTS 70.00
OR Book 375 Page 905 - 934

RECORDING REQUESTED BY:
AND WHEN RECORDED, MAIL TO:

Stephen A. Backer, Esq.
BACKER & BACKER, P.C.
8710 North Meridian Street
Indianapolis, IN 46240

Instrument Book Page Type
200200040326 0 0 PLAT

(Space Above for Recorder's Use)

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
GLEN HAVEN WEST**



CHICAGO TITLE

05/09/02

3013

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR GLEN HAVEN WEST

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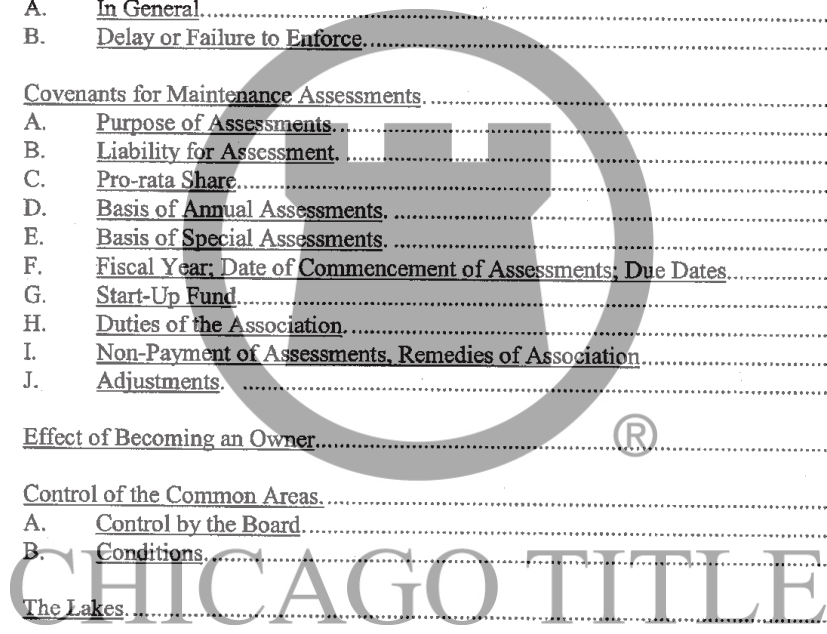
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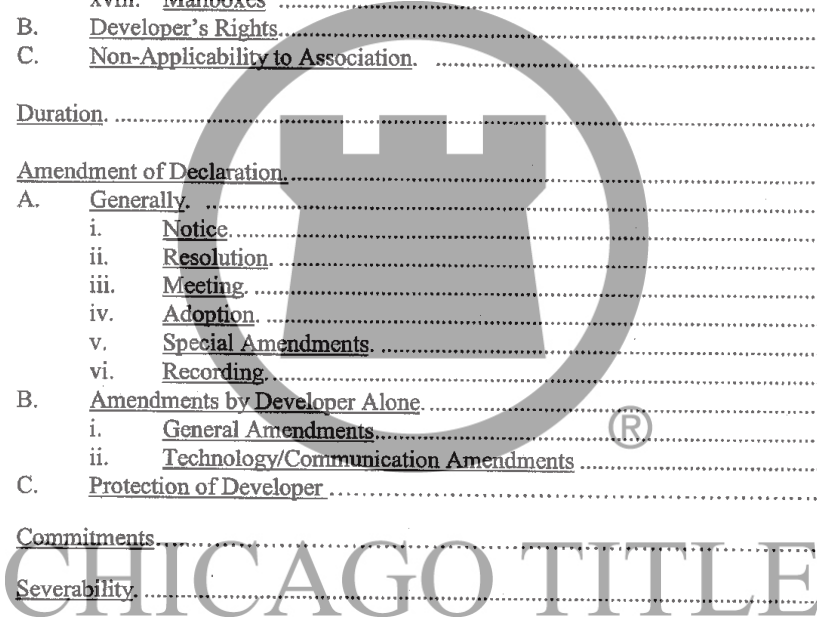
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CHICAGO TITLE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GLEN HAVEN WEST

THIS DECLARATION, dated October 22, 2002, is by Stafford Development, Inc., an Indiana corporation ("Developer").

Recitals:

A. Developer is the purchaser and owner of all of the lands contained in the area shown on Exhibit "A", attached hereto and made a part hereof, which lands will be subdivided for development of Glen Haven West, a single family housing development in Hendricks County, Indiana (the "Development"), and will be more particularly described on the plats of the various sections thereof recorded and to be recorded in the Office of the Recorder of Hendricks County, Indiana (the "Plats").

B. Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges contained herein and as set forth in the Plats (the "Declaration" or "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and future owners thereof.

Terms:

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

CHICAGO TITLE

1. **Definitions.** The following are the definitions of the terms as they are used in this Declaration:

A. "Assessment" shall mean the share of the Common Expenses imposed on each Lot or other special assessments, as determined and levied pursuant to the provisions of Section 5 hereof.

B. "Applicable Date" shall mean the date upon which the Class B membership in the Association shall cease and terminate as provided in Section 2Aiii(b) herein.

C. "ARC" shall mean the Architectural Review Committee as provided in Section 3 herein.

D. "Association" shall mean Glen Haven West Homeowners' Association, Inc., an Indiana nonprofit corporation formed or to be formed under the Indiana Nonprofit Corporation Act of 1991, as amended.

E. "Board" shall mean the Board of Directors of the Association.

F. "Common Area(s)" shall mean those areas and all improvements located thereon set aside for recreation areas, related facilities, theme structures or landscaped areas or mounds at street entrances, lights, park areas, street landscaping, the Lakes, and any other areas so designated on the Plats. The Common Areas shall include, but not be limited to, the walking paths and tot playground.

G. "Common Expenses" shall mean the actual and estimated cost to the Association of the costs for maintenance, management, operation, repair, improvement and replacement of the Common Areas, and any other cost or expense incurred by the Association for the benefit of the Common Areas or for the benefit of the Association, including but not limited to real estate taxes, and other municipal or governmental assessments.

H. "Development Period" shall mean the period of time during which Developer owns at least one (1) Lot.

I. "Improvements" shall mean all structures and appurtenances thereto of every type and kind, including but not limited to, buildings, walkways, sprinkler pipes, roads, driveways, fences, screening walls, block walls, retaining walls, awnings, patio covers, stairs, decks, landscaping, antennae, satellite dishes, solar equipment, hedges, windbreaks, pools, spas, recreational equipment, trampolines, entry gates, if any, planted trees and shrubs, poles, and signs.

J. "Lake" or "Lakes" shall mean and refer to the water detention pond(s) or lake(s) and common area portion of the shoreline area as shown on the Plats which serves or shall serve as part of the storm and surface water drainage system serving the Development, as such are or in the future shall be more particularly described on the Plats.

K. "Lake Access Easement" shall mean the area designated on the plat as a means of access to a Lake.

L. "Landscape Easement" shall mean a portion of a Lot designated on the Plat as an area to be landscaped and maintained by the Association as a Common Area.

M. "Lot" or "Lots" shall mean any parcel(s) of real estate, whether residential or otherwise, described by the Plats.

N. "Member" shall mean any person or entity holding membership in the Association as provided in this Declaration.

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

P. "Plat" shall mean the recorded or unrecorded Plat for all or any portion of the property as may be amended from time to time.

Q. "Property" shall mean the real estate described in the attached Exhibit A.

R. "Quorum" shall be defined in Article III, Section 2 of the Bylaws of the Association and may be amended by the Association from time to time. At the time of the execution of this Declaration, the term quorum is defined in the Bylaws as follows: The presence of Members or of proxies entitled to cast thirty percent (30%) of the total number of votes entitled to be cast (Class A and Class B votes combined). If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half of the required quorum for the preceding meeting.

S. "Residence" shall mean a residential single family housing residence designed and intended as living quarters for one (1) family or housekeeping residence.

T. "Resident" shall mean any person who is physically residing in a Residence, for so long as said person is so residing, including, but not limited to, an Owner or a tenant.

2. Organization and Duties of Association. ®

A. Organization of Association. The Association is or shall be incorporated under the name of Glen Haven West Homeowners' Association, as a nonprofit corporation organized under the laws of the State of Indiana.

i. Membership. Every Owner of a Lot, except as herein provided to the contrary, shall be entitled and required to be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be a member. An Owner of more

than one Lot shall be entitled to, and there shall be required, one membership for each such lot. Each such membership shall be appurtenant to the Lot upon which it is based and shall transfer automatically by voluntary or involuntary conveyance of the title of that Lot. Except as herein otherwise expressly provided, no person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot.

ii. Transfer. A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of the record title of a Lot and then only to such transferee, by assignment, intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. It shall be the responsibility of each Owner, upon becoming entitled to membership, to so notify the Association in writing, and until so notified, the Association may continue to carry the name of the former Owner as a member, in its sole discretion. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the transferee of title of such Lot, the Association may issue a new membership to the transferee, and thereupon the old membership outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

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

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

b. Class B. Class B members shall be the Developer and all successors and assigns of the Developer designated by the Developer as Class B members in a written notice mailed or delivered to the resident agent of the Association. Each class B member shall be entitled, on all matters requiring a vote of the membership of the Association, to five (5) votes for each Lot, platted or unplatted, owned by them or it and five (5) votes for each single numbered parcel of land shown upon and identified as a Lot on any recorded or unrecorded plat of the Development. The Class B membership shall cease and terminate upon the first to occur of (1) the date upon

which the written resignation of the Class B members as such is delivered to the resident agent of the Association; (2) expiration of the Development Period; (3) ten (10) years after the date of recording of the first conveyance of a Lot to an Owner other than Developer. Developer shall each be entitled to one (1) Class A

membership for each Lot of which it is the Owner on or after the termination of the Class B membership.

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

v. Board of Directors. Following the Applicable Date, the Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and Bylaws. The Board of Directors shall manage the affairs of the Association. Until the Applicable Date, the Board shall consist of not less than three (3) nor more than five (5) persons designated by Developer, as long as it shall own one or more lots. From and after the Applicable Date, the Board shall consist of five (5) persons elected by the Members.

vi. Proxies. Every Member entitled to vote or execute statements of consent shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed and dated by such Person or his duly authorized agent; provided, however, that the form of any proxy must be reviewed and approved by the Board prior to the meeting for which the proxy is being submitted; and provided further, that no such proxy shall be valid after the expiration of one (1) year from the date of its execution unless the proxy specifies a shorter term. A Member's proxy shall automatically terminate upon conveyance by that member of his fee title interest in all Lots owned by the Member. An Owner may revoke a proxy pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. Actual notice, in this provision, means a written statement signed by the Owner and delivered to Secretary prior to the meeting or attendance at the meeting by the Owner. A proxy is void if it is not dated or purports to be revocable without notice.

vii. Actions. If a quorum is present, as set forth in the Bylaws, the affirmative vote on any matter of the majority of the votes represented at the meeting (or, in the case of elections in which there are more than two candidates, a plurality of the votes cast) shall be the act of the Members, unless the vote of a greater number is required by law or by the Restrictions.

B. 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 Areas, the determination of Common Expenses, and the collection of annual and special Assessments. The Association shall also have the right, but not the obligation to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in the Restrictions. 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.

C. Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, in accordance with Section 11 of this Declaration.

D. Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury. The Association shall maintain in force adequate officers and directors insurance covering the officers and directors of the Association. If appropriate, the Association shall also maintain in force adequate fire and extended coverage insurance, insuring all Common Areas 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 improvements and property. 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 Developer, any property manager, their respective employees and agents, the 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 parties against other insured parties.

The Association may maintain a fidelity bond indemnifying the Association, the Board and the 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 one (1) years' assessment on all Lots in the Development, 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.

E. Condemnation, Destruction. In the event that any of the Common Areas 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 Areas 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 Areas or turned over to the Owners prorata 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 Areas. The Association shall notify all Mortgagees of which it has notice of any condemnation, damage, or destruction of any Common Areas.

F. Mortgagee's Rights. Any mortgagees of any Owners 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 Areas and to pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Common Areas, and mortgagees making such payment shall be owed immediate reimbursement therefor from the Association. In addition, neither the Owners nor the Association shall materially impair the right of any mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate.

3. Architectural Review Committee.

A. Members of ARC. The ARC shall be comprised of not less than three (3) nor more than five (5) members, the number of which may be increased by a majority vote of the Board. The initial members of the ARC shall be representatives of Developer until three (3) years after the first Closing of the sale of a Lot ("Third Anniversary"). After the Third Anniversary the Board may appoint and/or remove one (1) member of the ARC, and Developer shall have the right and power at all times to appoint and remove a majority of the members of the ARC or to fill any vacancy of such majority, until the expiration of the Development Period, after which the Board shall have the power to appoint and remove all of the members of the ARC. The Developer may voluntarily surrender the right to appoint and release members of the ARC before termination of the above referenced time period. In that event, the Developer may require, for the duration of the period, that specified actions of the ARC be approved by the Developer before they become effective. ARC members appointed by the Board shall be from the Membership of the Association, but ARC members appointed by Developer need not be Members of the Association. The ARC shall have the right and duty to promulgate reasonable standards against which to examine any request made pursuant to this Article, in order to ensure that the proposed plans conform harmoniously to the exterior design and existing materials of the buildings in the Development. Board members may also serve as ARC members.

B. Review of Plans and Specifications. The ARC shall consider and act upon any and all plans and specifications submitted for its approval under this Declaration and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the ARC. No construction, alteration, removal, location, relocation, repainting, demolishing, addition, installation,

modification, decoration, redecoration or reconstruction of Improvements, including landscaping, in the Development shall be commenced or maintained, until the plans and specifications therefor showing the nature, kind, shape, height, width, color, materials and location of the same shall have been submitted to the ARC and approved in writing by the ARC; provided, however, that any Improvement may be repainted without ARC approval so long as the Improvement is repainted the identical color which it was last painted. This provision applies to any Improvement, including furniture or furnishings, located on the exterior of the Lot.

It shall be the responsibility of the Owner to submit the written plans and specifications (the "Applicant") to an authorized agent of the ARC. Until changed by the Board, the address for the submission of such plans and specifications shall be the principal office of the Association. The ARC shall approve plans and specifications submitted for its approval only if it deems that the installation, construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area or the Development as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, that the construction thereof will not detract from the beauty, wholesomeness and attractiveness of the Common Areas or the enjoyment thereof by the Members, and that the upkeep and maintenance thereof will not become a burden on the Association. Developer, and any person or entity to which Developer may assign all or a portion of its exemption hereunder, need not seek or obtain ARC approval of any Improvements constructed on the Development by Developer or such person or entity, as the case may be.

The ARC may condition its approval of proposals or plans and specifications for any Improvement (1) upon the Applicant's furnishing the Association with security acceptable to the Association against any mechanic's lien or other encumbrance which may be Recorded against the Development as a result of such work, (2) on such changes therein as it deems appropriate, (3) upon the Applicant's agreement to complete the proposed work within a stated period of time, or (4) all of the above, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARC may also issue rules or guidelines setting forth procedures for the submission of plans for approval, requiring a fee to accompany each application for approval, or stating additional factors which it will take into consideration in reviewing submissions. The ARC may provide that the amount of the fee shall be uniform, or that it be determined in any other reasonable manner, such as by the reasonable cost of the construction, alterations or additions contemplated. All plans and specifications for any construction or other Improvement (other than walls, fences, curbs, asphalt or cement areas, landscaping and non-structural alterations, modifications or additions) shall be prepared by a designer or licensed architect and shall include a site development plan showing existing and proposed topographic elevations, the pattern of surface water drainage on and over the Lot, proposed construction staging areas, the location of the Improvements on the Lot (including proposed front, rear and side setback lines, relationship to other Improvements, the location thereof with reference to structures on adjoining Lots, the number and location of all driveways on the Lot and all exterior trash container areas to be utilized by the Residents on the Lot); a building floor plan; a building elevation and roof plan showing dimensions, exterior color scheme and specification of the principal exterior materials for all outside walls and the roof of the structure; a detailed landscape and exterior lighting plan, which

shall include designation of the number, location, type, size and maturity level of all landscaping to be placed on the Lot; and a detailed description of the location of all utility lines and connections, as may be applicable to the proposed construction or Improvement.

Notwithstanding the foregoing provisions of this Section, Improvements which are damaged or destroyed may be repaired, restored, replaced and/or reconstructed in conformance with previously approved plans, specifications and materials without the necessity of submitting additional plans and specifications to the Board or obtaining the Board's approval.

Until receipt by the ARC of any required plans and specifications, the ARC may postpone review of any plans submitted for approval. Decisions of the ARC and the reasons therefor shall be transmitted by the ARC to the Applicant at the address set forth in the application for approval within sixty (60) days after receipt by the ARC of all materials required by the ARC. Any application submitted pursuant to this Section 3B shall be deemed approved unless written disapproval or a request for additional information or materials by the ARC shall have been transmitted to the Applicant within sixty (60) days after the date of receipt by the ARC of all required materials. The Applicant shall meet any review or permit requirements of the ARC and the City or County prior to making any alterations or Improvements permitted hereunder. Applicant shall be required to send requests, information or materials to the ARC in compliance with Section 14 herein. Provided, however, regardless of how approval is obtained, the applicant shall be obligated to conform and abide by the architectural rules, standards, covenants and restrictions contained in this Declaration, and as amended and adopted by the ARC, from time to time.

C. Meetings of the ARC. The ARC shall meet from time to time as necessary to perform its duties hereunder. The Board may from time to time, by resolution unanimously adopted in writing, designate a ARC representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARC, except the granting of variances pursuant to Section 3 H. In the absence of such designation, the vote or written consent of a majority of the ARC shall constitute an act of the ARC.

D. No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

E. Compensation of Members. The members of the ARC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

CHICAGO TITLE

F. Inspection of Work. The ARC or its duly authorized representative may at any time inspect any work for which approval of plans is required under this Section 3 ("Work"), which right to inspect shall include the right to require any Owner to take such action as may be necessary to remedy any noncompliance with the ARC-approved plans for the work or with the requirements of this Declaration ("Noncompliance").

i. Time Limit. The ARC's right to inspect the Work and notify the responsible Owner of any Noncompliance shall terminate sixty (60) days after the latest to occur of the following events: (i) submittal of the plans for the Work to the ARC for its approval as provided in this Section 3; (ii) completion of the Work as provided in the ARC-approved plans; and (iii) written notice from the Owner to the ARC that the Work has been completed.

This time limit for inspection and notification by the ARC shall be extended indefinitely if any of these conditions has not occurred. If the ARC fails to send a notice of Noncompliance to an Owner before this time limit expires, the Work shall be deemed to comply with the approved plans.

ii. Remedy. If an Owner fails to remedy any Noncompliance within thirty (30) days from the date of notification from the ARC, the ARC shall notify the Board in writing of such failure. Upon Notice and Hearing, as provided in the Bylaws, the Board shall determine whether there is a Noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a Noncompliance exists, the Owner shall remedy or remove the same within a period of not more than thirty (30) days from the date that notice of the Board ruling is given to the Owner. If the Owner does not comply with the Board ruling within that period, the Board, at its option, may Record a Notice of Noncompliance and commence a lawsuit for damages or injunctive relief, as appropriate, to remedy the Noncompliance.

G. Scope of Review. The ARC shall review and approve, conditionally approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of aesthetic considerations, consistency with this Declaration, and the overall benefit or detriment which would result to the immediate vicinity and the Development generally. The ARC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. The ARC's approval or disapproval shall be based solely on the considerations set forth in this Section 3, and the ARC shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. The ARC may consider the impact of views from other Residences or Lots and reasonable privacy right claims as factors in reviewing, approving or disapproving any proposed landscaping, construction or other Improvement. However, Developer does not warrant any protected views within the Development and no Residence or Lot is guaranteed the existence or unobstructed continuation of any particular view.

H. Variations. The ARC may recommend and the Board may authorize variations from compliance with any of the architectural provisions of this Declaration, including without limitation restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variations must be evidenced in writing, must be signed by a majority of the ARC, and shall become effective upon recordation. After Developer has lost the right to appoint a majority of the members of the ARC, the Board must approve any variation recommended by the ARC before any such variation shall become effective. If such variations are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variation was granted. The granting of such a variation shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variation, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of his Residence.

I. Appeals. For so long as Developer has the right to appoint and remove a majority of the members of the ARC, decisions of the ARC shall be final, and there shall be no appeal to the Board. When Developer is no longer entitled to appoint and remove a majority of the members of the ARC the Board may, at its discretion, adopt policies and procedures for the appeal of ARC decisions for reconsideration by the Board. The Board shall have no obligation to adopt or implement any such appeal procedures, and in the absence of Board adoption of appeal procedures, all decisions of the ARC shall be final.

4. Remedies.

A. In General. Any party to whose benefit the Restrictions inure, including Developer, any Owner, the Association, or any applicable governmental authority, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but Developer or the Association shall not be liable for damages of any kind to any person for failing either to enforce or carry out any of the Restrictions.

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

5. Covenants for Maintenance Assessments.

A. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within the Development and promoting the health, safety, and welfare of the Owners, users, and occupants of the Development and, in particular, for the Association's obligations relating to the improvement, repairing, operating, and maintenance of the Common Areas, including, but not limited to, the payment of taxes and

insurance thereon, enforcement of the Restrictions, and for the cost of labor, equipment, material, and management furnished with respect to the Common Areas; provided that the Association shall not be responsible for the replacement, repair or maintenance of any Common Areas which are or hereafter may be dedicated to the public. Each Owner (except the Developer) hereby covenants and agrees to pay to the Association:

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

The Developer may, but is not obligated, to pay to the Association during the Development Period an amount equal to the difference, if any, between the expenditures of the Association made pursuant to this Section 5.A and the aggregate amount of the annual Assessments collected by the Association.

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

C. Pro-rata Share. The Pro-rata Share of each Owner for purposes of this Section 5 shall be the percentage obtained by dividing one by the total number of Lots shown on the Plats of the Development ("Pro-rata Share"), except, as provided in Section 3F herein.

D. Basis of Annual Assessments. The Board shall establish an annual budget prior to the beginning of each fiscal year, setting forth estimates of 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 mailed or delivered to each Owner prior to the beginning of each fiscal year of the Association.

E. Basis of Special Assessments. Should the Board at any time during the fiscal year determine that the Assessment levied with respect to such year are insufficient to pay the Common Expenses for such year, the Board 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 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.

F. 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. At the election of the Developer, the annual Assessments of each Lot in each section of the Development shall commence on the date upon which the Developer first conveys ownership of any Lot in such section to an Owner. The amount of the first annual Assessment due and payable for each Owner shall be prorated to the end of the assessment year from the date of the closing of the Owner's Lot and shall be paid at the time of the closing of the Owner's Lot. The first annual Assessment within each section of the Development shall be made for the balance of the Association's fiscal year 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.

G. Start-Up Fund.

Upon the closing of the initial conveyance of each Lot to an Owner other than the Developer, the Purchaser of such Lot shall pay to the Association, in addition to any other amounts then owed or due to the Association, as a contribution to its start-up fund, an amount equal to one-sixth (1/6th) of the then current annual Assessment against such Lot, which payment shall be non-refundable and shall not be considered as an advance payment of any Assessment or other charge owed to the Association with respect to such Lot. *In addition, each Owner shall pay upon the closing of a Lot, a fifty dollar (\$50.00) fee to fund the start-up of the management of the Association.*

The start-up fund shall be used by the Association for the payment of, or reimbursement to, Developer for advances to the Association and initial and set-up expenses of the Association.

H. Duties of the Association.

i. The Board shall keep proper books and records of the levy and collection of each annual and special Assessment, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept by 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 shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed or delivered 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 or delivered 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 or delivery of such notice.

ii. The Association shall promptly furnish to any Owner or any mortgagee of any Owner 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. The Association shall have the right, in its sole discretion, to charge a fee for the issuance of the certificate.

iii. 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.

I. Non-Payment of Assessments, Remedies of Association.

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

ii. If any Assessment upon any Lot is not paid within thirty (30) days after the due date, the Owner shall pay a late charge in the amount of Twenty-five Dollars (\$25.00) for the first thirty (30) day period and an additional Twenty-five Dollars (\$25.00) for any subsequent thirty (30) day period. 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.

J. 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

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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, the Board, at its discretion, shall either retain the excess amount as a reserve for future expenditures or shall credit a Pro-Rata Share of such excess against the Assessment(s) due from each Owner for the next fiscal year(s).

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

7. **Control of the Common Areas.**

A. **Control by the Board.** The Board shall regulate the Common Areas and shall provide for the maintenance thereof in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures in the vicinity thereof and the natural or other vegetation and topography of the Common Areas.

B. **Conditions.** No improvements, excavation, changes in grade or other work shall be done upon the Common Areas by any Owner, nor shall the Common Areas be changed by any Owner from its natural or improved existing state, without the prior written approval of the Board.

8. **The Lakes.** Developer shall convey title to the Lakes to the Association. The Association shall be responsible for maintaining the Lakes. Maintenance costs of the Lakes shall be assessed as a general assessment against Lots subject to assessment. Each Owner of a Lot that abuts a Lake shall be responsible at all times for maintaining so much of the bank of the Lake above the Lake level as constitutes a part of, or abuts, its Lot and shall keep that portion of the Lake abutting his Lot free of debris and otherwise in reasonably clean condition.

No boats shall be permitted on any part of a Lake and no dock, pier, wall or other structure may be extended into the Lake without the prior written consent of the Architectural Review Committee and such governmental authority as may have jurisdiction there over. No swimming will be permitted in any Lake except and to the extent authorized by the Board of Directors. Each Owner of a Lot abutting a Lake shall indemnify and hold harmless Developer, the Association and each other Owner against any loss or damage incurred as a result of injury to any person or damage to any property, or as a result of any other cause or thing, arising from or related to use of, or access to, a Lake by any person who gains access thereto from, over, or across such Owner's Lot. Developer

shall have no liability to any person with respect to a Lake, the use thereof or access thereto, or with respect to any damage to any Lot resulting from a Lake or the proximity of a Lot thereto, including damage from erosion.

9. **Restrictions, Covenants and Regulations**

A. **Restrictions on Use.** The following covenants and restrictions on the use and enjoyment of the Lots and the Common Areas, and shall be in addition to any other covenants or restrictions contained herein or in the Plats. All such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner or the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any of such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

i. **Use of Common Areas.** No one other than Owners who are Members in good standing with the Association, or such an Owner's occupant, tenants, guests or invitees, may use the Common Areas. All such persons shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Areas. No person shall be allowed to plant trees, landscape or do any gardening in any part of the Lakes, Landscape Easements, or the Common Areas, except with express permission from the Board. The Lakes and the Common Areas shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. Without limiting the generality of the foregoing, the Lakes are and will be an integral part of the storm water drainage system serving the Development, and are intended to be used for such purpose and primarily as a visual and aesthetic amenity and not as a recreational amenity. Accordingly, no use shall be made of the Lakes which in any way interferes with their proper functioning as part of such storm water drainage system. No boating, swimming, diving, skiing, ice skating or other recreational activity shall be permitted in or on the Lakes. No sewage, garbage, refuse, or other solid, liquid, gaseous or other materials or items (other than storm and surface water drainage) shall be put into the Lakes, except the Association may take steps to clean and purify the waters thereof by the addition of chemicals or other substances commonly used for such purposes or by providing therein structures and equipment to aerate the same. Fishing from the shoreline area of the Lakes by an Owner, his occupants, his invited guests and family, shall be permitted subject to rules determined by the Association and abeyance and compliance with all applicable fishing and game laws, ordinances, rules and regulations. No Owner or other person shall take or remove any water from or out of the Lakes, or utilize the water contained therein for any purposes, including, without limitation, connection with any sprinkler or irrigation systems. No piers, docks, retaining walls, rafts or other improvements shall be built,

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constructed or located on any Lot or on the Properties, except by Developer and/or the Association, which extend into, or to within twenty-five (25) feet from the shoreline of the Lakes.

ii. Nuisance. No nuisance shall be permitted to exist on any Lot and no waste shall be committed on any Lot which shall or might damage or cause injury to the Common Areas.

iii. Setback Lines. Building setback lines shall be established on the Plat and shall be subject to the regulations of the Town of Plainfield, Indiana for the R-4 zoning classification.

iv. Utility Easements and Drainage. "Utility Easements" as shown on the Plat shall be reserved for the use of public utilities for the installation of water, sewer, gas, tile and/or electric lines, poles, ducts, pipes, etc., on, over, under, and to said easement for local public use. These easements are not for the use of, and shall not be used for, high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the Association. "Drainage Easements" shall be reserved as drainage swales, and said swales are to be maintained by the Owner of any Lot affected. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions of drainage easements. No permanent or other structures are to be erected or maintained upon any easements shown upon the Plat and Owners of Lots shall take their titles subject to the rights of the above-described easements.

v. Land Use and Building Type. No Lot shall be used except for residential purposes, nor shall any Lot be subdivided. No buildings shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling. All dwellings shall have and maintain house number identifications and mail boxes which are uniform throughout the Development.

vi. Building Location. No building shall be located on any Lot nearer to the front line, nor nearer to the side street lines than the minimum set back lines referenced herein. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the building, provided that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

vii. Pools. No above-ground pools shall be permitted in the Development. In-ground swimming pools, hot tubs, spas or associated structures shall not be erected or placed on any Lot until the construction plans, including a plot plan, have been approved by the Committee.

viii. Temporary and Outbuilding Structures. No structures of a temporary character, trailer, basement, tent, or garage, shall be used on any Lot as a residence, or for any other purpose, either temporarily or permanently. No outbuildings of any type, including

mini-barns, sheds or barns, shall be located anywhere on a Lot. For the purpose of this covenant, structures needed and used by the Developer shall be allowed to remain during the Development Period and for a reasonable time thereafter.

ix. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except family pets, which may be kept, provided they are not kept, bred or maintained for commercial purposes and do not to create or constitute a nuisance, as determined in the sole discretion of the Board.

x. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept except in sanitary containers.

xi. Fences. Ornamental fences or continuous shrub plantings which would in any way serve the purpose of a fence shall not be erected until approved by the Committee. There shall be no fences permitted in front yards. Fences in the side and rear yards shall be forty-two inches (42") in height and made of black vinyl-covered chain link.

xii. Signs. No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than five square feet, advertising the property for sale or for rent, or signs used by the Developer to advertise, market, sell, or otherwise in connection with the Development, the Lots or other related purposed during the Development Period.

xiii. Satellite Dishes/Antennae. No antennae, satellite dishes, or other signal receiving devices, shall be placed or erected on any Lot; provided, however, one (1) satellite dish with a diameter two (2) feet or less shall be permitted on a Lot if such is not visible from the street.

xiv. Parking and Prohibited Vehicles.

a. Parking. Vehicles shall be parked only in the garages or on the driveways, if any, serving the Lots or in appropriate spaces or designated areas in which parking may be assigned and then subject to such reasonable rules and regulations as the Board may adopt. Garages shall be used for parking of vehicles and no other use or modification thereof shall be permitted which would reduce the number of vehicles which may be parked therein below the number for which the garage was originally designed. The Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules.

No Owners or other occupants of any Lot shall repair or restore any vehicles of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or workshops, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

b. Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, buses, school buses, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other water craft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Development except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Development during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas. Any vehicles parked in violation of this Section or parking rules promulgated by the Board may be towed.

xv. Sight Distance. No fence, wall, hedge, tree or shrub planting or other similar item which obstructs sight lines at elevation between 2.5 and 9 feet above the street, shall be permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting points 25 feet from the intersection of said street lines (25 feet for minor streets and 50 feet for arterial streets), or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any Lot within 10 feet from the intersection of a street right-of-way line with the edge of a driveway pavement or alley line.

xvi. Leases. An Owner shall not lease its Residence for a term greater than one (1) year without the prior approval of the Association.

xvii. Entryway Parking. No parking shall be permitted along the main entryway into the development from County Road 600 South (Hadley Road).

xviii. Mailboxes. All Residences shall have uniform mailboxes as well as uniform street numbers. The form and style of the mailboxes and street numbers shall be determined by the Developer. After the Development Period, the determination shall be made by the ARC.

B. Developer's Rights. Developer shall have the same rights as any other Owner as to Lots owned by it from time to time, except as otherwise specified herein. In addition, until the expiration of the Development Period, or until the Applicable Date (whichever event shall first occur), Developer shall have the right and easement over the Common Area for the completion of improvements and making repairs to improvements (whether on the Common Area, or upon unsold Lots, or upon other portions of the Real Estate and the right to maintain signs upon the Common Area and any other portions of the Development other than Lots owned by an Owner other than Developer) for the purpose of marketing homes, and to invite and escort the public thereon for such purpose.

C. Non-Applicability to Association. Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth in subsection A of this Section 9 shall not apply to or be binding upon the Association in its management, administration, operation, maintenance, repair, replacement and upkeep of the Lakes and Common Areas to the extent the application thereof could or might hinder, delay or otherwise adversely affect the Association in the performance of its duties, obligations and responsibilities as to the Lakes Landscape Area and Common Areas.

10. Duration. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period commencing on the date this Declaration is recorded and expiring December 31, 2019, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Changes or amendments in these covenants, conditions and restrictions may be made by Owners in accordance with paragraph 11 hereof.

11. Amendment of Declaration.

A. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

i. Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

ii. Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

iii. Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws of the Association.

iv. Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; provided, however, that during the Development Period, any amendment to this Declaration shall require the prior written approval of Developer. In the event any Lot is subject to a first mortgage, the mortgagee thereunder shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the mortgagee has given prior written notice of its mortgage interest to the Association.

v. Special Amendments. No amendment to this Declaration shall be adopted

which changes the applicable share of an Owner's liability for assessments, or the method of determining the same, without, in each and any of such circumstances, the unanimous approval of all Owners and all mortgagees whose mortgage interests have been made known to the Association.

vi. Recording. Each amendment to this Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Hendricks County, Indiana, and such amendment shall not become effective until so recorded.

B. Amendments by Developer Alone.

i. General Amendments. Notwithstanding the foregoing or anything elsewhere contained herein, the Developer shall have and hereby reserves the right and power acting alone, and without the consent or approval of any of the Owners, the Association, Board of Directors, any mortgagees or any other person, except as provided below, to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots, (c) to bring this Declaration into compliance with any statutory requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) functions similar to those performed by such agencies or entities, (e) to annex additional real estate to the Development, (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto or, (g) to provide for, and coordinate construction and maintenance and to enter into utility or ingress and egress easements with the adjacent Glen Haven Development. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by, and granted by each Owner to the Developer to vote in favor of, make, or consent to any amendments described in this subsection B on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to vote in favor of, make, execute and record any such amendments. The right of the Developer to act pursuant to rights reserved or granted under this subsection B shall terminate upon the completion of the Development Period.

ii. Technology/Communication Amendments. The Developer shall have the right and power acting alone and without the consent or approval of any of the Owners, the

Association, Board of Directors, any mortgagees or any other person to amend, restate or supplement this Declaration at any time and from time to time in order to subject the Development to certain easements and access restrictions to facilitate obtaining enhanced technological capabilities and to provide for the preservation and enhancement of the amenities in the Development including, but not limited to, the technological infrastructure, and communication and utility services to and within the Development.

C. Protection of Developer. Until the expiration of the Development Period, or until the Applicable Date, whichever occurs first, the prior written approval of Developer, as developer of the Development, will be required before any amendment which would impair or diminish the rights of Developer to complete the Development or sell or lease Lots therein in accordance with this Declaration shall become effective. Notwithstanding any other provisions of the Restrictions, until the expiration of the Development Period, the Association shall not take any action to significantly reduce the Association maintenance or other services without the prior written approval of the Developer.

12. Commitments. This Declaration and the use and enjoyment of the Lots and Common Areas are subject to the Commitments Concerning the Use or Development of Real Estate made in conjunction with a Development Plan approval, zone map change required by the town of Plainfield Zoning Ordinance dated December 10, 2001 and recorded as instrument number 2001-37398 in the office of the Recorder of Hendricks County, Indiana. In the event of a conflict between the Terms and Conditions of this Declaration and the Commitment, the Terms of the Commitment shall prevail

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

14. Notices. Except as otherwise provided in this Declaration, notice to be given to an Owner shall be in writing and may be delivered personally to the Owner. Personal delivery of such notice to one (1) or more co-Owners of a Lot or to any general partner of a partnership owning a Lot shall be deemed delivery to all co-Owners or to the partnership, as the case may be. Personal delivery of such notice to any officer or agent for the service of process on a corporation shall be deemed delivery to the corporation. In lieu of the foregoing, such notice may be delivered by regular United States mail, postage prepaid, addressed to the Owner at the most recent address furnished by such Owner to the Association or, if no such address shall have been furnished, to the street address of such Owner's Lot. Such notice shall be deemed delivered three (3) business days after the time of such mailing, except for notice of a meeting of Members or of the Board in which case the notice provisions of the Bylaws shall control. Any notice or other delivery pursuant to Section 3 herein to be given to the Association shall be in writing and shall be delivered in person or by overnight express carrier or by United States registered or certified mail with return receipt requested or by

telecopier with confirmation of receipt.

15. **Withdrawal of Property.** Developer hereby reserves the right and option, to be exercised in its sole discretion and without further approval by any party, until the Applicable Date to withdraw and remove any portion of the Property from the control and provisions of this Declaration. Such removal by Developer shall be carried out generally by the execution and filing of a Supplemental Declaration or other document which may be filed in the public records of Johnson County, Indiana, together with a legal description of the Property being withdrawn.

16. **Costs and Attorney Fees.** In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provision of this Declaration, the Articles of Incorporation, the Bylaws, of the rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its reasonable attorney fees incurred in connection with such default or failure.

17. **Rules and Regulations.** The Board shall have the right to promulgate and establish rules and regulations relating to the requirements for maintenance of the Common Area and the Lots and any other part of the Property.

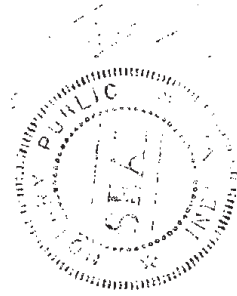
18. **Delivery of Declaration.** A copy of this Declaration of Covenants, Conditions and Restrictions shall be provided by the Declarant or the Association to an Owner upon the initial purchase of a Residence in the Development.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants, Conditions and Restrictions for Glen Haven West to be executed as of the date written above.

STAFFORD DEVELOPMENT, INC., an Indiana Corporation

By: *Doreen St*
Its: *Pres.* (R)

CHICAGO TITLE



STATE OF INDIANA)
) SS:
COUNTY OF MARION)

On this 22 day of October, 2002, personally appeared before me, a notary public, Don Stafford, the President of Stafford Development, Inc., personally known or proved to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he executed the above instrument.

WITNESS my hand and official seal.

Mack A. Swynenberg
Mack A. SWYNEBERG, Notary Public

My Commission Expires:
June 11, 2008

County of Residence:
Marion

This Instrument was prepared by: Stephen A. Backer, Esq., Backer & Backer, P.C., 8710 North Meridian Street, Indianapolis, IN 46260

CHICAGO TITLE

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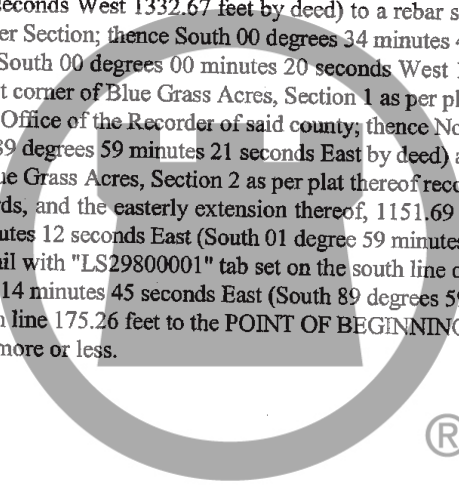
EXHIBIT "A"

LAND DESCRIPTION
(Per Survey)

That portion of the Southeast Quarter of the Southwest Quarter of Section 3, Township 14 North, Range 1 East of the Second Principal Meridian, Town of Plainfield, Hendricks County, Indiana, described as follows:

Considering the south line of said Southwest Quarter as bearing North 89 degrees 14 minutes 45 seconds East with all bearings contained herein being relative thereto.

BEGINNING at a stone found with a cut "X" at the southeast corner of said Southwest Quarter; thence North 00 degrees 55 minutes 00 seconds West (North 00 degrees 09 minutes 06 seconds West by deed) 1308.85 feet to a 5/8 rebar with "BANNING ENG LS29800001" cap set (herein referred to as "rebar set"); thence South 89 degrees 00 minutes 02 seconds West 1330.08 feet (South 89 degrees 45 minutes 56 seconds West 1332.67 feet by deed) to a rebar set on the west line of said Southeast Quarter Quarter Section; thence South 00 degrees 34 minutes 42 seconds East along said west line 1018.16 feet (South 00 degrees 00 minutes 20 seconds West 1018.14 feet by deed) to a rebar set at the northwest corner of Blue Grass Acres, Section 1 as per plat thereof recorded in Plat Book 6, Page 170 in the Office of the Recorder of said county; thence North 89 degrees 14 minutes 45 seconds East (South 89 degrees 59 minutes 21 seconds East by deed) along the north line of said plat, the north line of Blue Grass Acres, Section 2 as per plat thereof recorded in Plat Book 8, Page 103 in said county records, and the easterly extension thereof, 1151.69 feet to a rebar set; thence South 02 degrees 45 minutes 12 seconds East (South 01 degree 59 minutes 18 seconds East by deed) 285.17 feet to a MAG nail with "LS29800001" tab set on the south line of said Southwest Quarter; thence North 89 degrees 14 minutes 45 seconds East (South 89 degrees 59 minutes 21 seconds East by deed) along said south line 175.26 feet to the POINT OF BEGINNING, containing 32.422 acres (32.838 acres by deed), more or less.



CHICAGO TITLE

THIS PLAN HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING DATE: 1-17-05

HENDRICKS COUNTY ENGINEERS

FINAL PLAT GLEN HAVEN WEST- SECTION 2 PART OF THE S.E. 1/4 S.W. 1/4 SEC. 3-T14N-R1E TOWN OF PLAINFIELD, HENDRICKS COUNTY, INDIANA

LEGEND:

33 LOT NUMBER
17200 S.F. LOT SQUARE FOOTAGE
D.M.C. DRAINAGE AND UTILITY EXHIBIT
D.E. DRAINAGE EXHIBIT
B.S.L. BUILDING STRUCK LINE
T.O.U. TOWN OF PLAINFIELD UTILITY EXHIBIT
R/W RIGHT-OF-WAY

JAN 11 2005
DAILY ENTERED FOR TAXATION

LOT CURVE DATA
GOVERNMENT CURVE DATA
CURVE DATA
CONCRETE MONUMENT
SECTION CORNER
LOT ADDRESS



200500000763
Filed for Record in
HENRICKS COUNTY IN
THERESA D LYNCH
01-11-2005 At 09:46 am.
COVENANTS 76.00

RECORDING REQUESTED BY:
AND WHEN RECORDED, MAIL TO:

Stephen A. Backer, Esq.
BACKER & BACKER, P.C.
8710 North Meridian Street
Indianapolis, IN 46240

(Space Above for Recorder=s Use)

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
GLEN HAVEN WEST**



CHICAGO TITLE

05/09/02

1

22 13

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR GLEN HAVEN WEST

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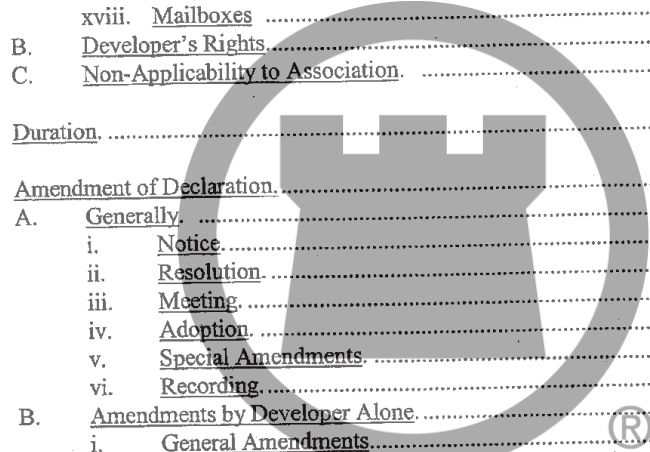
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CHICAGO TITLE

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CHICAGO TITLE

L. "Landscape Easement" shall mean a portion of a Lot designated on the Plat as an area to be landscaped and maintained by the Association as a Common Area.

M. "Lot" or "Lots" shall mean any parcel(s) of real estate, whether residential or otherwise, described by the Plats.

N. "Member" shall mean any person or entity holding membership in the Association as provided in this Declaration.

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

P. "Plat" shall mean the recorded or unrecorded Plat for all or any portion of the property as may be amended from time to time.

Q. "Property" shall mean the real estate described in the attached Exhibit A.

R. "Quorum" shall be defined in Article III, Section 2 of the Bylaws of the Association and may be amended by the Association from time to time. At the time of the execution of this Declaration, the term quorum is defined in the Bylaws as follows: The presence of Members or of proxies entitled to cast thirty percent (30%) of the total number of votes entitled to be cast (Class A and Class B votes combined). If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half of the required quorum for the preceding meeting.

S. "Residence" shall mean a residential single family housing residence designed and intended as living quarters for one (1) family or housekeeping residence.

T. "Resident" shall mean any person who is physically residing in a Residence, for so long as said person is so residing, including, but not limited to, an Owner or a tenant.

2. **Organization and Duties of Association.**

A. **Organization of Association.** The Association is or shall be incorporated under the name of Glen Haven West Homeowners' Association, as a nonprofit corporation organized under the laws of the State of Indiana.

i. **Membership.** Every Owner of a Lot, except as herein provided to the contrary, shall be entitled and required to be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be a member. An Owner of more than one Lot shall be entitled to, and there shall be required, one membership for each such lot. Each such membership shall be appurtenant to the Lot upon which it is based and shall

A. "Assessment" shall mean the share of the Common Expenses imposed on each Lot or other special assessments, as determined and levied pursuant to the provisions of Section 5 hereof.

B. "Applicable Date" shall mean the date upon which the Class B membership in the Association shall cease and terminate as provided in Section 2Aiii(b) herein.

C. "ARC" shall mean the Architectural Review Committee as provided in Section 3 herein.

D. "Association" shall mean Glen Haven West Homeowners' Association, Inc., an Indiana nonprofit corporation formed or to be formed under the Indiana Nonprofit Corporation Act of 1991, as amended.

E. "Board" shall mean the Board of Directors of the Association.

F. "Common Area(s)" shall mean those areas and all improvements located thereon set aside for recreation areas, related facilities, theme structures or landscaped areas or mounds at street entrances, lights, park areas, street landscaping, the Lakes, and any other areas so designated on the Plats. The Common Areas shall include, but not be limited to, the walking paths and tot playground.

G. "Common Expenses" shall mean the actual and estimated cost to the Association of the costs for maintenance, management, operation, repair, improvement and replacement of the Common Areas, and any other cost or expense incurred by the Association for the benefit of the Common Areas or for the benefit of the Association, including but not limited to real estate taxes, and other municipal or governmental assessments.

H. "Development Period" shall mean the period of time during which Developer owns at least one (1) Lot.

I. "Improvements" shall mean all structures and appurtenances thereto of every type and kind, including but not limited to, buildings, walkways, sprinkler pipes, roads, driveways, fences, screening walls, block walls, retaining walls, awnings, patio covers, stairs, decks, landscaping, antennae, satellite dishes, solar equipment, hedges, windbreaks, pools, spas, recreational equipment, trampolines, entry gates, if any, planted trees and shrubs, poles, and signs.

J. "Lake" or "Lakes" shall mean and refer to the water detention pond(s) or lake(s) and common area portion of the shoreline area as shown on the Plats which serves or shall serve as part of the storm and surface water drainage system serving the Development, as such are or in the future shall be more particularly described on the Plats.

K. "Lake Access Easement" shall mean the area designated on the plat as a means of access to a Lake.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GLEN HAVEN WEST

THIS DECLARATION, dated ^{Dec. 29, 2004} ~~May~~ 2002, is by Stafford Development, Inc., an Indiana corporation ("Developer").

Recitals:

A. Developer is the purchaser and owner of all of the lands contained in the area shown on Exhibit "A", attached hereto and made a part hereof, which lands will be subdivided for development of Glen Haven West, a single family housing development in Hendricks County, Indiana (the "Development"), and will be more particularly described on the plats of the various sections thereof recorded and to be recorded in the Office of the Recorder of Hendricks County, Indiana (the "Plats").

B. Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges contained herein and as set forth in the Plats (the "Declaration" or "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and future owners thereof.

Terms:

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

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

A. "Assessment" shall mean the share of the Common Expenses imposed on each Lot or other special assessments, as determined and levied pursuant to the provisions of Section 5 hereof.

B. "Applicable Date" shall mean the date upon which the Class B membership in the Association shall cease and terminate as provided in Section 2Aiii(b) herein.

C. "ARC" shall mean the Architectural Review Committee as provided in Section 3 herein.

D. "Association" shall mean Glen Haven West Homeowners' Association, Inc., an Indiana nonprofit corporation formed or to be formed under the Indiana Nonprofit Corporation Act of 1991, as amended.

E. "Board" shall mean the Board of Directors of the Association.

F. "Common Area(s)" shall mean those areas and all improvements located thereon set aside for recreation areas, related facilities, theme structures or landscaped areas or mounds at street entrances, lights, park areas, street landscaping, the Lakes, and any other areas so designated on the Plats. The Common Areas shall include, but not be limited to, the walking paths and tot playground.

G. "Common Expenses" shall mean the actual and estimated cost to the Association of the costs for maintenance, management, operation, repair, improvement and replacement of the Common Areas, and any other cost or expense incurred by the Association for the benefit of the Common Areas or for the benefit of the Association, including but not limited to real estate taxes, and other municipal or governmental assessments.

H. "Development Period" shall mean the period of time during which Developer owns at least one (1) Lot.

I. "Improvements" shall mean all structures and appurtenances thereto of every type and kind, including but not limited to, buildings, walkways, sprinkler pipes, roads, driveways, fences, screening walls, block walls, retaining walls, awnings, patio covers, stairs, decks, landscaping, antennae, satellite dishes, solar equipment, hedges, windbreaks, pools, spas, recreational equipment, trampolines, entry gates, if any, planted trees and shrubs, poles, and signs.

J. "Lake" or "Lakes" shall mean and refer to the water detention pond(s) or lake(s) and common area portion of the shoreline area as shown on the Plats which serves or shall serve as part of the storm and surface water drainage system serving the Development, as such are or in the future shall be more particularly described on the Plats.

K. "Lake Access Easement" shall mean the area designated on the plat as a means of access to a Lake.

L. "Landscape Easement" shall mean a portion of a Lot designated on the Plat as an area to be landscaped and maintained by the Association as a Common Area.

M. "Lot" or "Lots" shall mean any parcel(s) of real estate, whether residential or otherwise, described by the Plats.

N. "Member" shall mean any person or entity holding membership in the Association as provided in this Declaration.

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

P. "Plat" shall mean the recorded or unrecorded Plat for all or any portion of the property as may be amended from time to time.

Q. "Property" shall mean the real estate described in the attached Exhibit A.

R. "Quorum" shall be defined in Article III, Section 2 of the Bylaws of the Association and may be amended by the Association from time to time. At the time of the execution of this Declaration, the term quorum is defined in the Bylaws as follows: The presence of Members or of proxies entitled to cast thirty percent (30%) of the total number of votes entitled to be cast (Class A and Class B votes combined). If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half of the required quorum for the preceding meeting.

S. "Residence" shall mean a residential single family housing residence designed and intended as living quarters for one (1) family or housekeeping residence.

T. "Resident" shall mean any person who is physically residing in a Residence, for so long as said person is so residing, including, but not limited to, an Owner or a tenant.

2. Organization and Duties of Association.

A. Organization of Association. The Association is or shall be incorporated under the name of Glen Haven West Homeowners' Association, as a nonprofit corporation organized under the laws of the State of Indiana.

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i. Membership. Every Owner of a Lot, except as herein provided, to the contrary, shall be entitled and required to be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be a member. An Owner of more than one Lot shall be entitled to, and there shall be required, one membership for each such lot. Each such membership shall be appurtenant to the Lot upon which it is based and shall

transfer automatically by voluntary or involuntary conveyance of the title of that Lot. Except as herein otherwise expressly provided, no person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot.

ii. Transfer. A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of the record title of a Lot and then only to such transferee, by assignment, intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. It shall be the responsibility of each Owner, upon becoming entitled to membership, to so notify the Association in writing, and until so notified, the Association may continue to carry the name of the former Owner as a member, in its sole discretion. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the transferee of title of such Lot, the Association may issue a new membership to the transferee, and thereupon the old membership outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

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

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

b. Class B. Class B members shall be the Developer and all successors and assigns of the Developer designated by the Developer as Class B members in a written notice mailed or delivered to the resident agent of the Association. Each class B member shall be entitled, on all matters requiring a vote of the membership of the Association, to five (5) votes for each Lot, platted or unplatted, owned by them or it and five (5) votes for each single numbered parcel of land shown upon and identified as a Lot on any recorded or unrecorded plat of the Development. The Class B membership shall cease and terminate upon the first to occur of (1) the date upon which the written resignation of the Class B members as such is delivered to the resident agent of the Association; (2) expiration of the Development Period; (3) ten

(10) years after the date of recording of the first conveyance of a Lot to an Owner other than Developer. Developer shall each be entitled to one (1) Class A

membership for each Lot of which it is the Owner on or after the termination of the Class B membership.

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

v. Board of Directors. Following the Applicable Date, the Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and Bylaws. The Board of Directors shall manage the affairs of the Association. Until the Applicable Date, the Board shall consist of not less than three (3) nor more than five (5) persons designated by Developer, as long as it shall own one or more lots. From and after the Applicable Date, the Board shall consist of five (5) persons elected by the Members.

vi. Proxies. Every Member entitled to vote or execute statements of consent shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed and dated by such Person or his duly authorized agent; provided, however, that the form of any proxy must be reviewed and approved by the Board prior to the meeting for which the proxy is being submitted; and provided further, that no such proxy shall be valid after the expiration of one (1) year from the date of its execution unless the proxy specifies a shorter term. A Member's proxy shall automatically terminate upon conveyance by that member of his fee title interest in all Lots owned by the Member. An Owner may revoke a proxy pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. Actual notice, in this provision, means a written statement signed by the Owner and delivered to Secretary prior to the meeting or attendance at the meeting by the Owner. A proxy is void if it is not dated or purports to be revocable without notice.

vii. Actions. If a quorum is present, as set forth in the Bylaws, the affirmative vote on any matter of the majority of the votes represented at the meeting (or, in the case of elections in which there are more than two candidates, a plurality of the votes cast) shall be the act of the Members, unless the vote of a greater number is required by law or by the Restrictions.

B. 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 Areas, the determination of Common Expenses, and the collection of annual and special Assessments. The Association shall

also have the right, but not the obligation to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in the Restrictions. 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.

C. Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, in accordance with Section 11 of this Declaration.

D. Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury. The Association shall maintain in force adequate officers and directors insurance covering the officers and directors of the Association. If appropriate, the Association shall also maintain in force adequate fire and extended coverage insurance, insuring all Common Areas 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 improvements and property. 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 Developer, any property manager, their respective employees and agents, the 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 parties against other insured parties.

The Association may maintain a fidelity bond indemnifying the Association, the Board and the 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 one (1) years' assessment on all Lots in the Development, 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.

E. Condemnation, Destruction. In the event that any of the Common Areas 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 Areas 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 Areas or turned over to the Owners prorata 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 Areas. The Association shall notify all Mortgagees of which it has notice of any condemnation, damage, or destruction of any Common Areas.

F. Mortgagee's Rights. Any mortgagees of any Owners shall have the right, at their option, jointly or severally, to pay taxes or other charges which are in default or which may have become a charge against the Common Areas and to pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Common Areas, and mortgagees making such payment shall be owed immediate reimbursement therefor from the Association. In addition, neither the Owners nor the Association shall materially impair the right of any mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate.

3. Architectural Review Committee.

A. Members of ARC. The ARC shall be comprised of not less than three (3) nor more than five (5) members, the number of which may be increased by a majority vote of the Board. The initial members of the ARC shall be representatives of Developer until three (3) years after the first Closing of the sale of a Lot ("Third Anniversary"). After the Third Anniversary the Board may appoint and/or remove one (1) member of the ARC, and Developer shall have the right and power at all times to appoint and remove a majority of the members of the ARC or to fill any vacancy of such majority, until the expiration of the Development Period, after which the Board shall have the power to appoint and remove all of the members of the ARC. The Developer may voluntarily surrender the right to appoint and release members of the ARC before termination of the above referenced time period. In that event, the Developer may require, for the duration of the period, that specified actions of the ARC be approved by the Developer before they become effective. ARC members appointed by the Board shall be from the Membership of the Association, but ARC members appointed by Developer need not be Members of the Association. The ARC shall have the right and duty to promulgate reasonable standards against which to examine any request made pursuant to this Article, in order to ensure that the proposed plans conform harmoniously to the exterior design and existing materials of the buildings in the Development. Board members may also serve as ARC members.

B. Review of Plans and Specifications. The ARC shall consider and act upon any and all plans and specifications submitted for its approval under this Declaration and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the ARC. No construction, alteration, removal, location, relocation, repainting, demolishing, addition, installation, modification, decoration, redecoration or reconstruction of Improvements, including landscaping, in the Development shall be commenced or maintained, until the plans and specifications therefor showing the nature, kind, shape, height, width, color, materials and location of the same shall have

been submitted to the ARC and approved in writing by the ARC; provided, however, that any Improvement may be repainted without ARC approval so long as the Improvement is repainted the identical color which it was last painted. This provision applies to any Improvement, including furniture or furnishings, located on the exterior of the Lot.

It shall be the responsibility of the Owner to submit the written plans and specifications (the "Applicant") to an authorized agent of the ARC. Until changed by the Board, the address for the submission of such plans and specifications shall be the principal office of the Association. The ARC shall approve plans and specifications submitted for its approval only if it deems that the installation, construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area or the Development as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, that the construction thereof will not detract from the beauty, wholesomeness and attractiveness of the Common Areas or the enjoyment thereof by the Members, and that the upkeep and maintenance thereof will not become a burden on the Association. Developer, and any person or entity to which Developer may assign all or a portion of its exemption hereunder, need not seek or obtain ARC approval of any Improvements constructed on the Development by Developer or such person or entity, as the case may be.

The ARC may condition its approval of proposals or plans and specifications for any Improvement (1) upon the Applicant's furnishing the Association with security acceptable to the Association against any mechanic's lien or other encumbrance which may be Recorded against the Development as a result of such work, (2) on such changes therein as it deems appropriate, (3) upon the Applicant's agreement to complete the proposed work within a stated period of time, or (4) all of the above, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARC may also issue rules or guidelines setting forth procedures for the submission of plans for approval, requiring a fee to accompany each application for approval, or stating additional factors which it will take into consideration in reviewing submissions. The ARC may provide that the amount of the fee shall be uniform, or that it be determined in any other reasonable manner, such as by the reasonable cost of the construction, alterations or additions contemplated. All plans and specifications for any construction or other Improvement (other than walls, fences, curbs, asphalt or cement areas, landscaping and non-structural alterations, modifications or additions) shall be prepared by a designer or licensed architect and shall include a site development plan showing existing and proposed topographic elevations, the pattern of surface water drainage on and over the Lot, proposed construction staging areas, the location of the Improvements on the Lot (including proposed front, rear and side setback lines, relationship to other Improvements, the location thereof with reference to structures on adjoining Lots, the number and location of all driveways on the Lot and all exterior trash container areas to be utilized by the Residents on the Lot); a building floor plan; a building elevation and roof plan showing dimensions, exterior color scheme and specification of the principal exterior materials for all outside walls and the roof of the structure; a detailed landscape and exterior lighting plan, which shall include designation of the number, location, type, size and maturity level of all landscaping to be placed on the Lot; and a detailed description of the location of all utility lines and connections, as may be applicable to the proposed construction or Improvement.

Notwithstanding the foregoing provisions of this Section, Improvements which are damaged or destroyed may be repaired, restored, replaced and/or reconstructed in conformance with previously approved plans, specifications and materials without the necessity of submitting additional plans and specifications to the Board or obtaining the Board's approval.

Until receipt by the ARC of any required plans and specifications, the ARC may postpone review of any plans submitted for approval. Decisions of the ARC and the reasons therefor shall be transmitted by the ARC to the Applicant at the address set forth in the application for approval within sixty (60) days after receipt by the ARC of all materials required by the ARC. Any application submitted pursuant to this Section 3B shall be deemed approved unless written disapproval or a request for additional information or materials by the ARC shall have been transmitted to the Applicant within sixty (60) days after the date of receipt by the ARC of all required materials. The Applicant shall meet any review or permit requirements of the ARC and the City or County prior to making any alterations or Improvements permitted hereunder. Applicant shall be required to send requests, information or materials to the ARC in compliance with Section 14 herein. Provided, however, regardless of how approval is obtained, the applicant shall be obligated to conform and abide by the architectural rules, standards, covenants and restrictions contained in this Declaration, and as amended and adopted by the ARC, from time to time.

C. Meetings of the ARC. The ARC shall meet from time to time as necessary to perform its duties hereunder. The Board may from time to time, by resolution unanimously adopted in writing, designate a ARC representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARC, except the granting of variances pursuant to Section 3 H. In the absence of such designation, the vote or written consent of a majority of the ARC shall constitute an act of the ARC.

D. No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

E. Compensation of Members. The members of the ARC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

F. Inspection of Work. The ARC or its duly authorized representative may at any time inspect any work for which approval of plans is required under this Section 3 ("Work"), which right to inspect shall include the right to require any Owner to take such action as may be necessary to remedy any noncompliance with the ARC-approved plans for the work or with the requirements of this Declaration ("Noncompliance").

i. Time Limit. The ARC's right to inspect the Work and notify the responsible Owner of any Noncompliance shall terminate sixty (60) days after the latest to occur of the following events: (i) submittal of the plans for the Work to the ARC for its approval as provided in this Section 3; (ii) completion of the Work as provided in the ARC-approved plans; and (iii) written notice from the Owner to the ARC that the Work has been completed. This time limit for inspection and notification by the ARC shall be extended indefinitely if any of these conditions has not occurred. If the ARC fails to send a notice of Noncompliance to an Owner before this time limit expires, the Work shall be deemed to comply with the approved plans.

ii. Remedy. If an Owner fails to remedy any Noncompliance within thirty (30) days from the date of notification from the ARC, the ARC shall notify the Board in writing of such failure. Upon Notice and Hearing, as provided in the Bylaws, the Board shall determine whether there is a Noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a Noncompliance exists, the Owner shall remedy or remove the same within a period of not more than thirty (30) days from the date that notice of the Board ruling is given to the Owner. If the Owner does not comply with the Board ruling within that period, the Board, at its option, may Record a Notice of Noncompliance and commence a lawsuit for damages or injunctive relief, as appropriate, to remedy the Noncompliance.

G. Scope of Review. The ARC shall review and approve, conditionally approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of aesthetic considerations, consistency with this Declaration, and the overall benefit or detriment which would result to the immediate vicinity and the Development generally. The ARC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. The ARC's approval or disapproval shall be based solely on the considerations set forth in this Section 3, and the ARC shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. The ARC may consider the impact of views from other Residences or Lots and reasonable privacy right claims as factors in reviewing, approving or disapproving any proposed landscaping, construction or other Improvement. However, Developer does not warrant any protected views within the Development and no Residence or Lot is guaranteed the existence or unobstructed continuation of any particular view.



CHICAGO TITLE

H. Variances. The ARC may recommend and the Board may authorize variances from compliance with any of the architectural provisions of this Declaration, including without limitation restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be signed by a majority of the ARC, and shall become effective upon recordation. After Developer has lost the right to appoint a majority of the members of the ARC, the Board must approve any variance recommended by the ARC before any such variance shall become effective. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of his Residence.

I. Appeals. For so long as Developer has the right to appoint and remove a majority of the members of the ARC, decisions of the ARC shall be final, and there shall be no appeal to the Board. When Developer is no longer entitled to appoint and remove a majority of the members of the ARC the Board may, at its discretion, adopt policies and procedures for the appeal of ARC decisions for reconsideration by the Board. The Board shall have no obligation to adopt or implement any such appeal procedures, and in the absence of Board adoption of appeal procedures, all decisions of the ARC shall be final.

4. Remedies.

A. In General. Any party to whose benefit the Restrictions inure, including Developer, any Owner, the Association, or any applicable governmental authority, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but Developer or the Association shall not be liable for damages of any kind to any person for failing either to enforce or carry out any of the Restrictions.

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

5. Covenants for Maintenance Assessments.

A. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within the Development and promoting the health, safety, and welfare of the Owners, users, and occupants of the Development and, in particular, for the Association's obligations relating to the improvement, repairing, operating, and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon, enforcement of the Restrictions, and for the cost of labor, equipment, material,

and management furnished with respect to the Common Areas; provided that the Association shall not be responsible for the replacement, repair or maintenance of any Common Areas which are or hereafter may be dedicated to the public. Each Owner (except the Developer) hereby covenants and agrees to pay to the Association:

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

The Developer may, but is not obligated, to pay to the Association during the Development Period an amount equal to the difference, if any, between the expenditures of the Association made pursuant to this Section 5.A and the aggregate amount of the annual Assessments collected by the Association.

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

C. Pro-rata Share. The Pro-rata Share of each Owner for purposes of this Section 5 shall be the percentage obtained by dividing one by the total number of Lots shown on the Plats of the Development ("Pro-rata Share"), except, as provided in Section 3F herein.

D. Basis of Annual Assessments. The Board shall establish an annual budget prior to the beginning of each fiscal year, setting forth estimates of 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 mailed or delivered to each Owner prior to the beginning of each fiscal year of the Association.

E. Basis of Special Assessments. Should the Board at any time during the fiscal year determine that the Assessment levied with respect to such year are insufficient to pay the Common Expenses for such year, the Board 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 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.

F. 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. At the election of the Developer, the annual Assessments of each Lot in each section of the Development shall commence on the date upon which the Developer first conveys ownership of any Lot in such section to an Owner. The amount of the first annual Assessment due and payable for each Owner shall be prorated to the end of the assessment year from the date of the closing of the Owner's Lot and shall be paid at the time of the closing of the Owner's Lot. The first annual Assessment within each section of the Development shall be made for the balance of the Association's fiscal year 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.

G. Start-Up Fund.

Upon the closing of the initial conveyance of each Lot to an Owner other than the Developer, the Purchaser of such Lot shall pay to the Association, in addition to any other amounts then owed or due to the Association, as a contribution to its start-up fund, an amount equal to one-sixth (1/6th) of the then current annual Assessment against such Lot, which payment shall be non-refundable and shall not be considered as an advance payment of any Assessment or other charge owed to the Association with respect to such Lot. *In addition, each Owner shall pay upon the closing of a Lot, a fifty dollar (\$50.00) fee to fund the start-up of the management of the Association.*

The start-up fund shall be used by the Association for the payment of, or reimbursement to, Developer for advances to the Association and initial and set-up expenses of the Association.

H. Duties of the Association.

i. The Board shall keep proper books and records of the levy and collection of each annual and special Assessment, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept by 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 shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed or delivered 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 or delivered 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 or delivery of such notice.

ii. The Association shall promptly furnish to any Owner or any mortgagee of any Owner 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. The Association shall have the right, in its sole discretion, to charge a fee for the issuance of the certificate.

iii. 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.

I. Non-Payment of Assessments, Remedies of Association.

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

ii. If any Assessment upon any Lot is not paid within thirty (30) days after the due date, the Owner shall pay a late charge in the amount of Twenty-five Dollars (\$25.00) for the first thirty (30) day period and an additional Twenty-five Dollars (\$25.00) for any subsequent thirty (30) day period. 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.

J. 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, the Board, at its discretion, shall either retain the excess amount as a reserve for future expenditures or shall credit a Pro-Rata Share of such excess against the Assessment(s) due from each Owner for the next fiscal year(s).

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

7. **Control of the Common Areas.**

A. **Control by the Board.** The Board shall regulate the Common Areas and shall provide for the maintenance thereof in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures in the vicinity thereof and the natural or other vegetation and topography of the Common Areas.

B. **Conditions.** No improvements, excavation, changes in grade or other work shall be done upon the Common Areas by any Owner, nor shall the Common Areas be changed by any Owner from its natural or improved existing state, without the prior written approval of the Board.

8. **The Lakes.** Developer shall convey title to the Lakes to the Association. The Association shall be responsible for maintaining the Lakes. Maintenance costs of the Lakes shall be assessed as a general assessment against Lots subject to assessment. Each Owner of a Lot that abuts a Lake shall be responsible at all times for maintaining so much of the bank of the Lake above the Lake level as constitutes a part of, or abuts, its Lot and shall keep that portion of the Lake abutting his Lot free of debris and otherwise in reasonably clean condition.

No boats shall be permitted on any part of a Lake and no dock, pier, wall or other structure may be extended into the Lake without the prior written consent of the Architectural Review Committee and such governmental authority as may have jurisdiction there over. No swimming will be permitted in any Lake except and to the extent authorized by the Board of Directors. Each Owner of a Lot abutting a Lake shall indemnify and hold harmless Developer, the Association and each other Owner against any loss or damage incurred as a result of injury to any person or damage to any property, or as a result of any other cause or thing, arising from or related to use of, or access to, a Lake by any person who gains access thereto from, over, or across such Owner's Lot. Developer shall have no liability to any person with respect to a Lake, the use thereof or access thereto, or with respect to any damage to any Lot resulting from a Lake or the proximity of a Lot thereto, including

damage from erosion.

9. **Restrictions, Covenants and Regulations**

A. **Restrictions on Use.** The following covenants and restrictions on the use and enjoyment of the Lots and the Common Areas, and shall be in addition to any other covenants or restrictions contained herein or in the Plats. All such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner or the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any of such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

i. **Use of Common Areas.** No one other than Owners who are Members in good standing with the Association, or such an Owner's occupant, tenants, guests or invitees, may use the Common Areas. All such persons shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Areas. No person shall be allowed to plant trees, landscape or do any gardening in any part of the Lakes, Landscape Easements, or the Common Areas, except with express permission from the Board. The Lakes and the Common Areas shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. Without limiting the generality of the foregoing, the Lakes are and will be an integral part of the storm water drainage system serving the Development, and are intended to be used for such purpose and primarily as a visual and aesthetic amenity and not as a recreational amenity. Accordingly, no use shall be made of the Lakes which in any way interferes with their proper functioning as part of such storm water drainage system. No boating, swimming, diving, skiing, ice skating or other recreational activity shall be permitted in or on the Lakes. No sewage, garbage, refuse, or other solid, liquid, gaseous or other materials or items (other than storm and surface water drainage) shall be put into the Lakes, except the Association may take steps to clean and purify the waters thereof by the addition of chemicals or other substances commonly used for such purposes or by providing therein structures and equipment to aerate the same. Fishing from the shoreline area of the Lakes by an Owner, his occupants, his invited guests and family, shall be permitted subject to rules determined by the Association and abeyance and compliance with all applicable fishing and game laws, ordinances, rules and regulations. No Owner or other person shall take or remove any water from or out of the Lakes, or utilize the water contained therein for any purposes, including, without limitation, connection with any sprinkler or irrigation systems. No piers, docks, retaining walls, rafts or other improvements shall be built, constructed or located on any Lot or on the Properties, except by Developer and/or the Association, which extend into, or to within twenty-five (25) feet from the shoreline of the Lakes.

ii. Nuisance. No nuisance shall be permitted to exist on any Lot and no waste shall be committed on any Lot which shall or might damage or cause injury to the Common Areas.

iii. Setback Lines. Building setback lines shall be established on the Plat. The minimum setback lines shall be as follows:

a. The front yard setback from street rights of way shall be a minimum of:

- primary arterial street - sixty (60) feet
- secondary arterial street - forty (40) feet
- collector street - thirty (30) feet, and
- local street/cul-de sac street - thirty (30) feet

b. A minimum rear yard of twenty (20) feet will be provided for each Lot within the Development.

c. The minimum side yard setback within the Development will be no less than six (6) feet and an aggregate of twelve (12) feet.

iv. Utility Easements and Drainage. "Utility Easements" as shown on the Plat shall be reserved for the use of public utilities for the installation of water, sewer, gas, tile and/or electric lines, poles, ducts, pipes, etc., on, over, under, and to said easement for local public use. These easements are not for the use of, and shall not be used for, high voltage electric transmission lines or high pressure liquid transmission pipe lines, except by written permission of the Association. "Drainage Easements" shall be reserved as drainage swales, and said swales are to be maintained by the Owner of any Lot affected. All easements shown as "Utility Easements" are also to be considered drainage easements and are subject to all restrictions of drainage easements. No permanent or other structures are to be erected or maintained upon any easements shown upon the Plat and Owners of Lots shall take their titles subject to the rights of the above-described easements.

v. Land Use and Building Type. No Lot shall be used except for residential purposes, nor shall any Lot be subdivided. No buildings shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling. All dwellings shall have and maintain house number identifications and mail boxes which are uniform throughout the Development.

vi. Building Location. No building shall be located on any Lot nearer to the front line, nor nearer to the side street lines than the minimum set back lines referenced herein. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the building, provided that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

vii. Pools. No above-ground pools shall be permitted in the Development. In-ground swimming pools, hot tubs, spas or associated structures shall not be erected or placed on any Lot until the construction plans, including a plot plan, have been approved by the Committee.

viii. Temporary and Outbuilding Structures. No structures of a temporary character, trailer, basement, tent, or garage, shall be used on any Lot as a residence, or for any other purpose, either temporarily or permanently. No outbuildings of any type, including mini-barns, sheds or barns, shall be located anywhere on a Lot. For the purpose of this covenant, structures needed and used by the Developer shall be allowed to remain during the Development Period and for a reasonable time thereafter.

ix. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except family pets, which may be kept, provided they are not kept, bred or maintained for commercial purposes and do not to create or constitute a nuisance, as determined in the sole discretion of the Board.

x. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept except in sanitary containers.

xi. Fences. Ornamental fences or continuous shrub plantings which would in any way serve the purpose of a fence shall not be erected until approved by the Committee. There shall be no fences permitted in front yards. Fences in the side and rear yards shall be forty-two inches (42") in height and made of black vinyl-covered chain link.

xii. Signs. No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than five square feet, advertising the property for sale or for rent, or signs used by the Developer to advertise, market, sell, or otherwise in connection with the Development, the Lots or other related purposed during the Development Period.

xiii. Satellite Dishes/Antennae. No antennae, satellite dishes, or other signal receiving devices, shall be placed or erected on any Lot; provided, however, one (1) satellite dish with a diameter two (2) feet or less shall be permitted on a Lot if such is not visible from the street.

xiv. Parking and Prohibited Vehicles.

a. Parking. Vehicles shall be parked only in the garages or on the driveways, if any, serving the Lots or in appropriate spaces or designated areas in which parking may be assigned and then subject to such reasonable rules and regulations as the Board may adopt. Garages shall be used for parking of vehicles and no other use or modification thereof shall be permitted which would reduce the number of vehicles

which may be parked therein below the number for which the garage was originally designed. The Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules.

No Owners or other occupants of any Lot shall repair or restore any vehicles of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or workshops, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

b. Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, buses, school buses, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other water craft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Development except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Development during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas. Any vehicles parked in violation of this Section or parking rules promulgated by the Board may be towed.

xv. Sight Distance. No fence, wall, hedge, tree or shrub planting or other similar item which obstructs sight lines at elevation between 2.5 and 8 feet above the street, shall be permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting points 25 feet from the intersection of said street lines (25 feet for minor streets and 50 feet for arterial streets), or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any Lot within 10 feet from the intersection of a street right-of-way line with the edge of a driveway pavement or alley line.

xvi. Leases. An Owner shall not lease its Residence for a term greater than one (1) year without the prior approval of the Association.

xvii. Entryway Parking. No parking shall be permitted along the main entryway into the development from County Road 600 South (Hadley Road).

xviii. Mailboxes. All Residences shall have uniform mailboxes as well as uniform street numbers. The form and style of the mailboxes and street numbers shall be determined by the Developer. After the Development Period, the determination shall be made by the ARC.

B. Developer's Rights. Developer shall have the same rights as any other Owner as to

Lots owned by it from time to time, except as otherwise specified herein. In addition, until the expiration of the Development Period, or until the Applicable Date (whichever event shall first occur), Developer shall have the right and easement over the Common Area for the completion of improvements and making repairs to improvements (whether on the Common Area, or upon unsold Lots, or upon other portions of the Real Estate and the right to maintain signs upon the Common Area and any other portions of the Development other than Lots owned by an Owner other than

Developer) for the purpose of marketing homes, and to invite and escort the public thereon for such purpose.

C. Non-Applicability to Association. Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth in subsection A of this Section 9 shall not apply to or be binding upon the Association in its management, administration, operation, maintenance, repair, replacement and upkeep of the Lakes and Common Areas to the extent the application thereof could or might hinder, delay or otherwise adversely affect the Association in the performance of its duties, obligations and responsibilities as to the Lakes Landscape Area and Common Areas.

10. Duration. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period commencing on the date this Declaration is recorded and expiring December 31, 2019, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Changes or amendments in these covenants, conditions and restrictions may be made by Owners in accordance with paragraph 11 hereof.

11. Amendment of Declaration.

A. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

i. Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

ii. Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

iii. Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws of the Association.

iv. Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the

votes of all Owners; provided, however, that during the Development Period, any amendment to this Declaration shall require the prior written approval of Developer. In the event any Lot is subject to a first mortgage, the mortgagee thereunder shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the mortgagee has given prior written notice of its mortgage interest to the Association.

v. Special Amendments. No amendment to this Declaration shall be adopted which changes the applicable share of an Owner's liability for assessments, or the method of determining the same, without, in each and any of such circumstances, the unanimous approval of all Owners and all mortgagees whose mortgage interests have been made known to the Association.

vi. Recording. Each amendment to this Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Hendricks County, Indiana, and such amendment shall not become effective until so recorded.

B. Amendments by Developer Alone.

i. General Amendments. Notwithstanding the foregoing or anything elsewhere contained herein, the Developer shall have and hereby reserves the right and power acting alone, and without the consent or approval of any of the Owners, the Association, Board of Directors, any mortgagees or any other person, except as provided below, to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots, (c) to bring this Declaration into compliance with any statutory requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) functions similar to those performed by such agencies or entities, (e) to annex additional real estate to the Development, (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto or, (g) to provide for, and coordinate construction and maintenance and to enter into utility or ingress and egress easements with the adjacent Glen Haven Development. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by, and granted by each Owner to the Developer to vote in favor of, make, or consent to any amendments described in this subsection B on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot

and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to vote in favor of, make, execute and record any such amendments. The right of the Developer to act pursuant to rights reserved or granted under this subsection B shall terminate upon the completion of the Development Period.

ii. Technology/Communication Amendments. The Developer shall have the right and power acting alone and without the consent or approval of any of the Owners, the Association, Board of Directors, any mortgagees or any other person to amend, restate or supplement this Declaration at any time and from time to time in order to subject the Development to certain easements and access restrictions to facilitate obtaining enhanced technological capabilities and to provide for the preservation and enhancement of the amenities in the Development including, but not limited to, the technological infrastructure, and communication and utility services to and within the Development.

C. Protection of Developer. Until the expiration of the Development Period, or until the Applicable Date, whichever occurs first, the prior written approval of Developer, as developer of the Development, will be required before any amendment which would impair or diminish the rights of Developer to complete the Development or sell or lease Lots therein in accordance with this Declaration shall become effective. Notwithstanding any other provisions of the Restrictions, until the expiration of the Development Period, the Association shall not take any action to significantly reduce the Association maintenance or other services without the prior written approval of the Developer.

12. Commitments. This Declaration and the use and enjoyment of the Lots and Common Areas are subject to the Commitments Concerning the Use or Development of Real Estate made in conjunction with a Development Plan approval, zone map change required by the town of Plainfield Zoning Ordinance dated _____ and recorded with the Recorder of Hendricks County, Indiana. In the event of a conflict between the Terms and Conditions of this Declaration and the Commitment, the Terms of the Commitment shall prevail

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

14. Notices. Except as otherwise provided in this Declaration, notice to be given to an Owner shall be in writing and may be delivered personally to the Owner. Personal delivery of such notice to one (1) or more co-Owners of a Lot or to any general partner of a partnership owning a Lot shall be deemed delivery to all co-Owners or to the partnership, as the case may be. Personal delivery of such notice to any officer or agent for the service of process on a corporation shall be deemed delivery to the corporation. In lieu of the foregoing, such notice may be delivered by regular

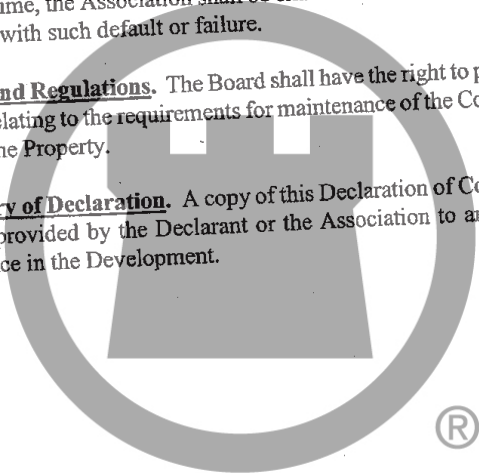
United States mail, postage prepaid, addressed to the Owner at the most recent address furnished by such Owner to the Association or, if no such address shall have been furnished, to the street address of such Owner's Lot. Such notice shall be deemed delivered three (3) business days after the time of such mailing, except for notice of a meeting of Members or of the Board in which case the notice provisions of the Bylaws shall control. Any notice or other delivery pursuant to Section 3 herein to be given to the Association shall be in writing and shall be delivered in person or by overnight express carrier or by United States registered or certified mail with return receipt requested or by telecopier with confirmation of receipt.

15. **Withdrawal of Property.** Developer hereby reserves the right and option, to be exercised in its sole discretion and without further approval by any party, until the Applicable Date to withdraw and remove any portion of the Property from the control and provisions of this Declaration. Such removal by Developer shall be carried out generally by the execution and filing of a Supplemental Declaration or other document which may be filed in the public records of Johnson County, Indiana, together with a legal description of the Property being withdrawn.

16. **Costs and Attorney Fees.** In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provision of this Declaration, the Articles of Incorporation, the Bylaws, of the rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its reasonable attorney fees incurred in connection with such default or failure.

17. **Rules and Regulations.** The Board shall have the right to promulgate and establish rules and regulations relating to the requirements for maintenance of the Common Area and the Lots and any other part of the Property.

18. **Delivery of Declaration.** A copy of this Declaration of Covenants, Conditions and Restrictions shall be provided by the Declarant or the Association to an Owner upon the initial purchase of a Residence in the Development.



CHICAGO TITLE

This Instrument was prepared by: **Stephen A. Backer, Esq., Backer & Backer, P.C., 8710 North Meridian Street, Indianapolis, IN 46260**

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CHICAGO TITLE

EXHIBIT "A"

LAND DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 14 NORTH, RANGE 1 EAST OF THE SECOND PRINCIPAL MERIDIAN, TOWN OF PLAINFIELD, HENDRICKS COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF SAID SOUTHWEST QUARTER AS BEARING SOUTH 89 DEGREES 14 MINUTES 45 SECONDS WEST WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO.

COMMENCING AT A STONE FOUND WITH A CUT "X" AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 14 MINUTES 45 SECONDS WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION 175.26 FEET; THENCE NORTH 02 DEGREES 45 MINUTES 12 SECONDS WEST 285.17 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE NORTH LINE OF BLUE GRASS ACRES, SECTIONS 1 AND 2 AS PER PLATS THEREOF RECORDED IN PLAT BOOK 6, PAGE 170 AND PLAT BOOK 8, PAGE 103, RESPECTIVELY; THENCE SOUTH 89 DEGREES 14 MINUTES 45 SECONDS WEST ALONG SAID NORTH LINE 565.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 14 MINUTES 45 SECONDS WEST ALONG SAID NORTH LINE 586.09 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER QUARTER SECTION; THENCE NORTH 00 DEGREES 34 MINUTES 42 SECONDS WEST ALONG SAID WEST LINE 1018.16 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 02 SECONDS EAST 571.04 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 58 SECONDS EAST 266.00 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES 02 SECONDS WEST 1.04 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 58 SECONDS EAST 262.00 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES 02 SECONDS WEST 0.96 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 58 SECONDS EAST 312.00 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 02 SECONDS EAST 9.57 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 58 SECONDS EAST 180.64 FEET TO THE POINT OF BEGINNING, CONTAINING 13.462 ACRES, MORE OR LESS.



CHICAGO TITLE



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201118545

PAUL T HARDIN
HENDRICKS COUNTY RECORDER
08/26/2011 02:08:34PM

AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GLEN HAVEN WEST

WHEREAS, on December 29, 2004, Declarant executed a certain Declaration of Covenants, Conditions and Restrictions for Glen Haven West, filed of record in the Office of the Recorder of Hendricks County, Indiana on January 11, 2005 as Instrument No. 200500000763 (the "Declaration"); and,

WHEREAS, Section 11 of the Declaration requires the affirmative vote of not less than seventy-five percent (75%) of the Owners to amend the Declaration; and,

WHEREAS, at least seventy-five percent (75%) of the Owners, in person or by proxy, have, at a meeting duly noticed and called pursuant to the provisions of the Bylaws, approved the following amendments to the Declaration;

NOW THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Glen Haven West is amended to read as follows:

1. Section 9(A)(v) is amended to read as follows: (v) **Land Use and Building Type**. No Lot shall be used except for residential purposes, not shall any Lot be subdivided. No buildings shall be erected, altered placed or permitted to remain on nay Lot other than one single family dwelling and approved outbuildings. All Residences shall have and maintain house number identification and mail boxes which are uniform throughout the Property.

2. Section 9(A)(viii) is amended to read as follows: (viii) **Temporary and Outbuilding Structures**. No structures of a temporary character, trailer, basement, tent or garage shall be used on any Lot as a residence, or for any other purpose, either temporarily or permanently. The ARC may approve mini barns or storage sheds subject to the following conditions: The structure shall be placed as close as possible to the back property line, the furthest point back from the road front, except as provided in the municipal code for the Town of Plainfield. The structure shall be allowed within the Drainage, Utility and Sewer Easement. The Public Utilities and

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443

Drainage Easements shall remain as granted for ingress and egress in, along and through the property so reserved. Nothing in this subsection negates the obligation of the Owner to maintain the property within the easements. Drainage easements shall be free of obstructions to allow the unimpeded flow of surface water. No permanent structures shall be erected or maintained on the easement.

The structure, not more than one (1) per Lot, shall be no larger than 10 feet by 12 feet by 8 feet (length, width and height) and shall be constructed of wood materials on a runner type base and painted or otherwise covered with material the same color, or as near as possible to, the primary color of the Residence. The structure shall be covered with a shingled roof, with or as near as possible to the same color as the roofing on the Residence. There will be no roll-up or sliding metal doors permitted. The walls may not be of metal construction. No metal sheds, metal barns or lean-to structures will be permitted.

Any optional electrical service to the structure must meet the requirements of all national, state and local codes or ordinances governing such. The Association, through any Lot improvements approvals granted by the ARC, does not convey any approvals, permits or inspection of said electrical services, nor does it convey any approvals or permits as may be required by state or local codes or ordinances governing such.

3. Section 9(A)(xi) is amended to read as follows: (xi) Fences. Ornamental fences or continuous shrub plantings which would in any way serve the purpose of a fence shall not be erected until approved by the ARC. No fencing shall be installed on any Lot without the prior review and approval of the ARC, provided that nothing in this section shall apply to any fencing installed by the Developer. No fence shall be higher than six (6) feet unless such fence is proposed for the rear yard of a Lot which abuts or is adjacent to a Lake or detention pond, in which event such fence shall not be higher than four (4) feet; provided however that in the discretion of the ARC, the portion of such fence closest to the rear side of the Residence may be six (6) feet in height but may not, at the six (6) foot height extend more than ten (10) feet from the rear corners(s) of the Residence. In exercising its discretion, the ARC shall take into account the effect such proposed fence would have on the use and enjoyment of the Lakes or pond areas by other Owners within the Property. Notwithstanding the foregoing, no fence may be constructed within fifteen (15) feet of the shoreline of any Lake or detention pond. No fencing shall extend forward at a point, which is ten (10) feet behind the front corner of the Residence. All fencing shall be constructed of wood, vinyl or black vinyl chain coated link. Chain link fencing cannot exceed four (4) feet in height. No fences, except those fences installed initially by the Developer, shall be erected without the prior written consent of the ARC.

No enclosures, structures or "runs" which are designed primarily for the outside keeping of pets and which are made in whole or part form chain link fencing material, including but not limited to dog runs, kennels, or other similar enclosures shall be permitted; provided however, the ARC shall have the discretion to approve such an enclosure or structure if such is surrounded by a wooden privacy fence which minimizes the visibility of such structures by adjoining property owners.

GLEN HAVEN WEST HOMEOWNERS ASSOCIATION, INC.

By: Jason P. Humphrey
Jason Humphrey, President

ATTEST:

Michael Wilhelm
Michael Wilhelm, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

I, Vicki L. Wilhelm, a Notary Public in and for the County and State aforesaid, do hereby certify that Glen Haven West Homeowners Association, Inc., by and through its President, Jason Humphrey and its Secretary, Michael Wilhelm, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as his/their own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal this 17 day of August 2011.

I reside in Hendricks
County, Indiana

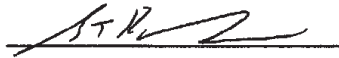
Vicki L. Wilhelm
Notary Public (Signed)

My Commission Expires:

7/17/19
VICKI L. WILHELM
Notary Public, State of Indiana
SEAL
My Commission Expires 7/17/2019

Vicki L Wilhelm
Notary Public (printed)

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.



STEPHEN R. BUSCHMANN

Printed

This document prepared by Stephen R. Buschmann, Thrasher Buschmann & Voelkel, P. C., 151 N. Delaware Street, Suite 1900, Indianapolis, Indiana 46204



CHICAGO TITLE