

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by CLOISTER DEVELOPMENT CO., INC., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Johnson County, Indiana, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties, their heirs, successors and assigns, having any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE IDEFINITIONS

Section 1. "Declarant" shall mean and refer to CLOISTER DEVELOPMENT CO., INC., their successors and assigns as a Declarant.

Section 2. "Association" shall mean and refer to CLOISTER HOMEOWNERS ASS'N., INC., an Indiana not-for-profit corporation, its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to that certain real property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Lot" shall mean and refer to any plot of land so designated as shown upon any recorded plat of the Properties, but excludes the balance as Common Area. With respect to any single family dwelling unit that may be constructed on a part of more than one of such plots, however, "Lot" shall mean and refer to the real estate conveyed in connection with such dwelling unit.

Section 6. "Dwelling" shall mean and refer to a single family residence erected on a Lot within the Project Real Estate.

Section 7. "Common Area" shall mean all the real estate (including improvements thereto) owned by the Association for the common use and enjoyment of the Owners; which Common Area may be conveyed by Declarant to the Association subject to the mortgage of record against same, which Declarant will keep current and non-delinquent and satisfied in full when Declarant ceases to be titled to any Lot. The conveyance of all Common Areas used for vehicular or easement purposes will occur simultaneously with the conveyance by Declarant of the first Lot to another titleowner, with the balance of Common Area to be conveyed when the Class B membership converts to Class A membership as hereafter described.

Section 8. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to promulgate reasonable rules and regulations governing the use of the Properties;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of Class A and two-thirds (2/3) of Class B members agreeing to such dedication or transfer has been recorded.

(c) The rights of Declarant reserved in this Declaration.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Association's Easement for Maintenance, Repair and Access. Certain utility lines, sewer and other facilities, and other improvements will be located on one Lot, yet serve other Lots or the Common Area. The Association and any member thereof whose enjoyment of the use and occupancy of his Lot is affected thereby, shall have an easement thereto and shall have the right, at reasonable times and at any time in case of emergency, to go upon any other Lot for the purpose of maintaining or causing to be maintained or repaired any party walls, utility lines, sewer or other facilities which serve more than one Lot. An easement is also established with respect to the Common Areas to applicable municipal government for municipal and private services such as fire and police protection, emergency medical services and trash removal.

The Association shall have an easement for access to all Lots for ingress and egress as required by its officers, directors, employees and their agents and independent contractors, in order to perform its obligations and duties as set forth in this Declaration. This easement is also reserved for the benefit of the Declarant so long as Declarant owns any Lot or is liable under any builder's warranties.

ARTICLE III

ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

Section 1. Subject to the rights of Declarant reserved herein, the operation and management of the Common Area shall be by the Association.

Section 2. The Association shall have two (2) classes of Membership.

(a) Class A. Every person, group of persons or entity, other than the Declarant, who is a record Owner of a fee interest in any Lot which is or becomes subject, by covenants of record, to assessment by the Association, shall automatically be a Class

A Member of the Association; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a Member. A Class A Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Lot, then the vote for the membership appurtenant to such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event agreement is not reached, the vote attributable to such Lot shall not be cast.

(b) Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owner. The Class B Membership shall cease and be converted to a Class A Membership on the happening of the following event:

(i) Whenever the total votes outstanding of Class A Membership totals One Hundred Twenty Percent (120%) of the total votes outstanding in Class B Membership.

Section 3. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

CLASS A & CLASS B MEMBERS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot (excluding the Declarant), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for maintaining limited common areas, and (3) special assessment for capital improvements, such assessments to be established and collected as hereinafter provided. Declarant shall only be responsible for such assessments and subject to such liens when Class B. Membership converts to Class A Membership.

All sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis and shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas and facilities, which funds shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas and facilities. This fund for capital expenditures shall be maintained in a separate interest bearing account with a bank or savings and loan association authorized to conduct business in the county in which the Association is established.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot (other than Declarant's Lots), and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but such delinquent accounts shall remain a lien upon the Lot subject to foreclosure.

Section 2. Purpose of Assessments. The assessments levied by the Association on a Lot shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the Dwellings situated upon the Properties.

Section 3. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein, shall commence as to all Lots on the first day of the month following the initial conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment on a Lot is binding upon the Association on the date of its issuance.

Section 4. Uniform Rates of Assessment. Both annual and special assessments for capital improvements shall be fixed at a uniform rate for applicable Lots. Special assessments for maintenance to limited common areas shall be uniform, but only as to Lots that are parallel to and abut such limited common area. Annual assessments may be paid on a monthly, quarterly or semi-annual basis, but, if paid on other than an annual basis, default in the payment of any one installment, shall cause the entire unpaid assessment for the year in which the delinquency occurs to become immediately due and payable. (See Exception under Article V - Section 3).

Section 5. (a). Maximum Annual Assessment. Until 1982, the maximum annual assessment shall be One Hundred and no/100 Dollars (\$ 100.00). For the ensuing three (3) calendar years, because of uncertainties in usual and ordinary Common Area expenses due to the Indiana real property reassessment, rising cost of energy and other unforeseeable operating expenses, the Board of Directors of the Association may increase the assessment by a sum not to exceed Ten Percent (10%) per annum without vote of the Membership. However, any such increases shall be documented by normal accounting procedures and distributed to the Membership to demonstrate that such increases are attributable to increases in operating expenses and no portion of such increases shall inure to the benefit of the Declarant and the moneys received shall be entirely expended on Association expense.

(b) From and after January 1, 1982 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment per Lot may be increased above the maximum percentage determined in Paragraph (a) of this Section 5 by a vote of two-thirds (2/3) of the Class A Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment per Lot at an amount not in excess of the maximum.

Section 6. Special Assessments for Maintaining Limited Common Areas and for Capital Improvements.

(a) For Maintaining Limited Common Areas. The Board of Directors may fix special assessments for maintaining Limited Common Areas where in their sole discretion, such assessments

are necessary in addition to an annual assessment allocated for such purpose.

(b) For Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of Class A Members.

Section 7. Notice and Quorum for any Action Authorized Under Section 5 and 6. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5 or 6 shall be sent to all Class A and Class B Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Class A Members or of proxies entitled to cast sixty percent (60%) of all the votes of the Class A Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment (or monthly installment of such assessment, if applicable) is not paid on the date when due (pursuant to Section 3 hereof), then the entire unpaid assessment shall become delinquent and shall become together with such interest thereon and cost of collection thereof, as hereinafter provided, a continuing lien on the relevant property, binding upon the then owner, his heirs, devisees, successors and assigns. The personal obligation of the then owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum permissible rate allowed under Indiana law, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Article shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage, foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became 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.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority, the Common Area, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Indiana shall be exempt from the assessment created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be cancelled by an affirmative vote of sixty percent (60%) of the votes of each class of the Members of the Association. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of a project of this type.

Section 12. Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings, excluding all dwellings and improvements on Lots, and shall also obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for each of the home owners in equal proportions. It shall be the individual responsibility of each Owner, at his own expense, to provide, as he sees fit, homeowners liability insurance, theft and other insurance covering personal property damage and loss relative to his dwelling and Lot. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal Governmental Agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all Owners, as established by Article IV, Section 4, above, to make up any deficiency for repair or rebuilding of the Common Area.

ARTICLE V

MAINTENANCE

Section 1. Maintenance of Common Area. The Association shall only be responsible for the maintenance, repair and replacement of all the Common Area and improvements thereon. The Association shall also be responsible for such maintenance, repairs and replacements as may be required for the bringing of utility services to the Lots. The Association's obligation shall include

snow removal from the Common Areas used as private streets. Trash removal shall be each Lot Owner's responsibility, but the Association reserves the right to assume the responsibility of contracting for a scavenger service for trash removal for all Lot Owners and/or establishing rules and regulations throughout the Properties concerning trash and its removal.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the costs of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. These covenants, conditions and restrictions may be enforced by the Association or any Owner. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be conclusive presumption that any violation or breach of any attempted restrictions cannot be adequately remedied by action at law or by recovery of damages.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a two-thirds (2/3) vote of the Class A Members and two-thirds (2/3) vote of Class B Members of the Association such covenants and conditions are amended, altered or revoked.

Section 4. Amendment. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than two-thirds (2/3) of Class A Members and two-thirds (2/3) vote of Class B Members. Any amendment must be recorded in the Office of the Recorder of Johnson County, Indiana. No such agreement to amend, in whole or in part, shall be effective unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken and not such agreement shall be effective with respect to any permanent easements or other permanent rights or interest relating to the Common Areas herein created.

Section 5. Declarant reserves the following rights in the Common Elements until Declarant ceases to have Class B Membership:

(a) An easement over and upon the Common Elements and upon lands appurtenant to the Lots for the purpose of completing improvements for which provision is made in this Declaration where access thereto is otherwise not reasonably available;

(b) An easement over and upon the Common Areas for the purpose of making repairs required pursuant to this Declaration or contracts of sale made with Lot purchasers;

(c) The right to maintain in the Common Areas sales and management offices, model units and advertising signs.

ARTICLE VII

MORTGAGEE'S RIGHTS

Section 1. Notice of Rights of Mortgagee of a Lot. Upon written request by a mortgagee to the Association, Mortgagee of a Lot shall be entitled to receive written notification of any default, not cured within sixty (60) days after its occurrence, by the Owner of the Lot of any obligation of the Owner under the Declaration, the By-Laws of the Association or the Articles of Incorporation of the Association. The request for notification can be made by any mortgagee of a Lot, its successor or assign. The notification shall be sent not later than the 65th day after the occurrence of an uncured default.

Section 2. Right to Examine Books and Records. Mortgagees, their successors or assigns, shall have the right to examine the books and records of the Association.

Section 3. First mortgagees of Dwellings may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Area and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of all first mortgagees duly executed by the Association, and an original or certified copy of such agreement shall be possessed by the Seller.

Section 4. Insurance Proceeds and Condemnation Awards. No provision of the constituent documents shall give a Lot owner or any other party, priority over any rights of first mortgagees of Dwellings with the Properties pursuant to their mortgages in the case of a distribution to Lot Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Areas.

ARTICLE VIII

HARMONY AND ENVIRONMENTAL CONTROLS

Section 1. Architectural Control Committee. Except for original construction or as otherwise in these covenants provided, no building, fence, sidewalk, drive, walk or other structure shall be created, placed, altered or maintained upon the Properties nor shall any exterior addition to or change (including any change in color) or alteration therein be made until the proposed building plans, specifications, exterior color and finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), general contractor and all subcontractors, and construction schedule shall have been submitted to and approved in writing by the Board of Directors of the Association, or by any architectural control committee composed of not less than three (3) members appointed by said Board of Directors.

Refusal of approval of plans, location or specification by said Board of Directors or architectural control committee may be based upon any ground, including, without limitation, lack of harmony of external design, color, location or relation to surrounding structures and topography and purely aesthetic considerations which, in the sole and uncontrolled discretion of said Board of Directors or architectural control committee shall seem sufficient. No alterations may be made in such plans after approval by the Board of Directors or architectural control committee is given except by and with their prior written consent. One copy of all plans, specifications and related data shall be furnished the Board of Directors or architectural control committee for its records. In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with. Notice of disapproval shall be by certified mail, return receipt requested.

Section 2. Fences. Except for original construction, no fence, hedges or wall shall be constructed upon the Properties without the prior written approval of the Architectural Control Committee.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Declarant during original construction:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot within any Dwelling situated upon a Lot, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners of the Lots.

(b) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Dwelling situated upon the Properties, except that this shall not prohibit the keeping of dogs, cats and/or caged birds or other unobjectionable domestic pets provided they are not kept, bred or maintained for commercial purposes.

(c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot.

(d) Except as hereinelsewhere provided, no junk vehicle, motorcycles, commercial vehicle, trailer truck, camper, camp truck, house trailer, boat or the like, shall be kept upon the Properties (except in enclosed garages) nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(e) In order to facilitate the free movement of passing vehicles, no automobiles belonging to Owners shall be parked on the paved portion of any of the private streets, except during bona fide temporary emergencies.

(f) Except as may be approved in writing by the Board of Directors or their designated committee, no structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any portion of the property at any time.

(g) Except for entrance signs, directional signs, community "theme" and the like, no signs of any character shall be erected, posted or displayed upon, in or about any Lot situated upon the

Properties, unless specifically permitted by a written resolution adopted by the Board of Directors.

(h) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any portion of the Properties which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

(i) Garage doors and the doors of any other storage room or the like shall be maintained in a closed position when not being used for immediate ingress and egress.

(j) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission shall be maintained upon any Lot without the prior written consent of the Board of Directors unless such structure is a part of the basic design of a Dwelling or group of Dwellings.

(k) There shall be no violation of any rules for the Common Area which may from time to time be adopted by the Board of Directors or promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the By-Laws, authorized to adopt such rules.

(l) In addition to the foregoing restrictions, all restrictions of any recordation which involves the use of the Properties are incorporated by reference herein as restrictions of this Declaration.

(m) The Property shall be developed and used only for single family attached or detached residential uses and for the use and maintenance of non-commercial recreational facilities constructed as an amenity to and owned in common by the owners of single family residences thereon.

Section 4. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of all the Owners of the Lots and after reasonable notice to the Owner, enter upon any Lot or the exterior of any Dwelling at reasonable hours on any day for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such action shall be taken without a resolution of the Board of Directors of the Association or by an architectural control committee composed of three (3) or more members appointed by the Board.

Section 5. Perpetual Easement for Encroachments. If any portion of the common area shall encroach upon any Lot, or if any Lot or any improvement, building, overhang, fixture or other structure or improvements of whatever type shall for any reason encroach upon any other Lot or upon any portion of the Common Area as a result of the construction of the building or improvements, a valid, perpetual easement for the encroachment and for its maintenance is retained by the Declarant for its benefit and for the benefit of the Association and any owner of a Lot whose Lot is affected thereby and shall exist perpetually. In the event the building or the improvement shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment shall be permitted, and a valid easement for such encroachments is hereby reserved by the Declarant for its benefit and for the benefit of the Association and any owner of a Lot whose Lot is affected thereby and shall exist perpetually.

Section 6. Construction and Sale Period. Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for the Declarant to maintain, during the period of construction and sale of Lots, upon such portion of the Properties as the Declarant may deem necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, or be convenient or incidental to the construction and sale of the Lots, including, but without limitation, storage areas, construction areas, signs, model residences, construction offices, sales offices and business offices.

ARTICLE IX

TRANSFER OR LEASE OF LOTS

(a) In the event that any person, firm or corporation who owns a Lot shall desire to sell such Lot, then the said Lot which such Owner shall desire to sell shall first be offered for sale to the Board of Directors at the same price and on the same terms under which the highest acceptable bona fide offer has been made to the Owner of the said Lot. The Owner desiring to sell a Lot shall give the Board of Directors written notice by registered or certified mail, return receipt requested, of the Owner's desire to sell such Lot or by delivering such notice in person to the President of the Association and shall further advise the Board in said offer of the name and address of the person, firm or corporation making said highest acceptable bona fide offer as well as the amount and terms of said offer and such other information concerning said offeree as the Board shall reasonably request. The giving of such notice shall constitute a warranty or representation by such Owner to the Board that said Owner believes the offer to be bona fide in all respects. The Board of Directors shall have a period of fourteen (14) days after receipt of said written notice within which to exercise its option to purchase or lease such Lot at the same price and on the same terms as the highest acceptable bona fide offer and shall have an additional period of not less than thirty (30) days within which to close the said transaction. The Board of Directors may elect to purchase such Lot on behalf of all of the remaining Owners as a group or, if the remaining Lot Owners as a group do not wish to purchase such Lot, then on behalf of any one or more individual Owners. In the event the Board of Directors shall elect to purchase a Lot offered for sale on behalf of all of the remaining Lot Owners, the cost thereof shall be shared by all of the remaining Owners in the same proportion as Common Area Expenses adjusted, however, to reflect the exclusion of the Lot purchased or leased; and any profit or loss realized upon the sale by the Board of a Lot so acquired shall likewise be shared by all of the remaining Owners.

In the event that the Board of Directors shall elect to purchase a Lot offered for sale on behalf of any one or more individual Owners, then the cost and Common Expenses thereof shall be shared by such purchasing Owners in such proportion as they shall agree upon.

In the event that the Board shall elect not to purchase such Lot within the time provided herein, the Owner may, at the expiration of said 14-day period and at any time within ninety (90) days after the expiration of said period, contract to sell such Lot to the proposed purchaser named in such notice upon the terms specified therein. In the event that such Owner shall fail to so sell such Lot to such purchaser in such 90-day period, or if during such 90-day period such Owner shall offer such Lot for sale on terms more favorable to purchaser than those set forth in such notice, then the right of first refusal to the Board shall again become effective.

The Board of Directors, upon the request of a Lot Owner who has offered his lot for sale to the Board, shall execute in recordable form an instrument indicating compliance with the terms and provisions of this Declaration by such Owner. In the event that the Board shall elect not to purchase the Lot so offered to it, the Lot Owner shall notify the Board in writing immediately upon the closing of the sale, giving the name and address of the purchaser. Such Lot Owner shall likewise notify the Board of his failure to sell such Unit within the times specified herein.

(b) No Lot Owner may mortgage his Lot or any interest therein without the prior written approval of the Board of Directors, except as to a first mortgage lien made to a bank, mortgage banker, life insurance company or savings and loan association. The Board may, and it is hereby authorized to impose reasonable conditions upon which approval as to any other mortgage will be given. No Lot Owner may mortgage or otherwise encumber his Lot or any interest therein unless such mortgage or encumbrance shall provide for not less than ten (10) days' written notice to the Board of Directors prior to any foreclosure under any such mortgage or other encumbrance; provided, however, that said Board may, in its discretion, waive said requirement for ten (10) days' notice as to any one or more mortgages. Each Lot Owner who shall mortgage or otherwise encumber his Lot or any interest therein shall furnish to the Board of Directors a copy of all such mortgages, deeds of trust or other instruments creating such encumbrance. Any sale, voluntary transfer or conveyance which is not authorized by the terms of this Declaration or for which authorization has not been obtained pursuant to the terms hereof is voidable and may be voided by certificates of the Board of Directors duly recorded in the Office of the Recorder, Johnson County, Indiana.

(c) Approval by the Board of the sale of any Lot shall not constitute a waiver of the right to approve any subsequent sale, or assignment by the purchase of such Lot.

(d) The following conveyances are specifically excluded from the provisions of this paragraph:

- (1) Conveyances of gift or such that are made without consideration;
- (2) Conveyances by Declarant;
- (3) Transfers or conveyances upon death; and
- (4) Conveyances wherein the Association has, in writing, waived its right under this paragraph.

In addition, the right of first refusal of the Board of Directors provided for in this paragraph shall not apply to transfers, sales or conveyances involving a foreclosure sale or other judicial sale or transfer to a mortgagee in lieu of foreclosure, or any transfer by a mortgagee following foreclosure or any proceeding or arrangement in lieu thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 25th day of August, 1979.

CLOISTER DEVELOPMENT CO., INC.

BY: 

(Capacity)

RICHARD C. BROWDER, President

ATTEST:

Harold A. DeCote
By Harold A. DeCote Secretary, Treasurer
(Capacity)

STATE OF INDIANA)
COUNTY OF Marion) SS:

Before me, a Notary Public in and for said county and state, personally appeared Richard C. Browder and HAROLD A. DeCote JR., the PRESIDENT and SECRETARY, respectively, of CLOISTER DEVELOPMENT CO., INC., who acknowledged execution of the foregoing Declaration of Covenants, Conditions and Restrictions, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 25th day of June, 1979.

Barbara A. Lucas
Notary Public
Barbara A. Lucas
County of Residence: Johnson

My Commission Expires:
August 28, 1979

RECEIVED
FOR RECORD
53 202
SEP 27 9 34 AM '79
S. Williams Pitts
JOHNSON COUNTY RECORDER

This Instrument Prepared by:
Raymond Good
GOOD & BERTRAM
Attorneys at Law
5972 Madison Avenue
Indianapolis, Indiana 46227
(317) 783-1321

AGREEMENT TO AND CONSENT FOR
AMENDMENTS TO PLAT, ACCOMPANYING RESTRICTIVE
COVENANTS, AND DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

WHEREAS the undersigned persons are the owners of all of the lots in a certain subdivision in Johnson County, heretofore known as "The Cloister", which lots are numbered 11-1 through 11-29 both inclusive, the plat of which is recorded in Plat Book 9, Page 84, in the records of the Recorder's Office of Johnson County, Indiana; and

WHEREAS prior to July 1, 1983, Union Federal Savings and Loan Association, hereinafter called "Association", was the owner of some of the lots and on July 1, 1983, conveyed said lots to Kenneth D. Hansen and Ward T. Horn, hereinafter referred to as "Hansen & Horn", and said Association by its execution of this instrument consents to the things done herein; and

WHEREAS certain Declarations of Covenants, Conditions and Restrictions, (hereinafter referred to as "Declarations") were duly recorded in the office of the Recorder of Johnson County, Indiana, on September 27, 1979, Book 53, Page 202, which Declarations affect the subject subdivision; and

WHEREAS certain Restrictive Covenants were placed upon the land with the plat (hereinafter referred to as "Plat Restrictions") which were duly recorded in the office of the Recorder of Johnson County, Indiana, in Plat Book 9, Page 84, and amended thereafter; and

WHEREAS certain Articles of Incorporation and by-laws were executed with respect to the Cloisters Homeowners Association, Inc., (hereinafter referred to as "Homeowners Association"); and

WHEREAS the Declarant in the "Declarations" under the authority of the Declarations and Plat Restrictions and, as owner of the real estate, created a body or Board known as the Architectural Control Committee, (hereinafter referred to as "Committee"); and

WHEREAS the owners of all of the lots in said subdivision desire to change the name of the subdivision and to amend the Articles of Incorporation, the By-laws, the Declarations and the Plat Restrictions for an orderly restructuring of the governing agreements with respect to said subdivision;

NOW, THEREFORE, the undersigned, as such owners and having all of the rights of anyone with respect to such documents and the amendments thereto, agree, consent and declare as follows:

1. The name of the subdivision is now changed to Greenbriar.
2. The name of the Homeowners Association is changed to Greenbriar Homeowners Association, Inc., and the Directors of the Association are authorized and instructed and directed to take all appropriate acts necessary to amend the Articles of Incorporation, to change the name and to file appropriate annual reports with the Indiana Secretary of State and obtain a Certificate of Good Standing.
3. The directors of the Homeowners Association shall be Kenneth D. Hansen, Ward T. Horn, and Ken Dalton. By executing this agreement, the undersigned, as all of the members of the Association, waive notice of time and place of a special meeting and declare this agreement to be the minutes of said special meeting for the purpose of taking appropriate action and election of officers and directors and do hereby nominate and elect as directors of the Homeowners Association the following persons, Kenneth D. Hansen, Ward T. Horn, and Ken Dalton, who shall, effective immediately, act in such capacity; and the Resident Agent is and shall be Kenneth D. Hansen and the office or address of the corporation shall be 1402 W. Hanna, Indianapolis, Indiana 46217, and the Directors are instructed to elect Kenneth D. Hansen as President and Ward T. Horn as Secretary.

4. The Architectural Control Committee, as heretofore constituted, is dissolved. Paragraph IX of the Plat Restrictions is hereby revoked and in its place the following shall be Paragraph IX of the restrictions to-wit:

"The Architectural Control Committee of the subdivision known as The Cloister and renamed by an agreement dated July _____, 1983, having been abolished, is now reconstituted with the following powers and authorities. The Committee shall have all of the powers and authority for the development of the subdivision as indicated in the Declarations and Plat Restrictions. The Committee shall be named by the Board of Directors of the Homeowners Association hereinafter. The Committee, as of this date, consists of the following named persons: Kenneth D. Hansen, Ward T. Horn and Paul Shoopman. A majority of the Committee shall, at all times, express the will of the Committee and the majority may designate a representative to act for it, which representative may be a person who is not a member of the Committee. In the event of a vacancy on the Committee, the vacancy shall be filled by the Board of Directors of the Homeowners Association. Until such time as Kenneth D. Hansen and Ward T. Horn no longer have any ownership interest in any lot in said subdivision, or when Hansen and Horn have sold all of the lots they own in said subdivision, whichever occurs sooner, Hansen and Horn shall hold two of the three positions on said Committee. All of the owners of lots in said subdivision grant to said Hansen and Horn said right to a majority position on said Committee as a right running with the land Hansen and Horn own."

5. The undersigned authorize and direct the Board of Directors to appoint as the first reconstituted Architectural Control Committee the following persons: Kenneth D. Hansen, Ward T. Horn and Paul Shoopman.
6. Article IX of the Declarations, in its entirety, is hereby revoked and terminated. There shall be no replacement of said Article IX which refers to transfer or lease of lots. There shall be no restriction upon any owner of any lot to seek any approval of any person other than as contained in the laws of the State of Indiana.
7. Paragraph 3 of the Plat Restrictions referring to square footage of dwellings is revoked and repealed and is replaced with the following:

"No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of open porches and garages, is at least 1500 square feet for a one-story dwelling and at least 1100 square feet for a dwelling of more than one story. No two story dwelling shall be permitted with less than 1500 total square feet of area exclusive of open porches and garages. The determination of the Architectural Control Committee, as to compliance with this condition, shall be conclusive."

8. Article VIII, HARMONY AND ENVIRONMENTAL CONTROLS, Section 1, Architectural Control Committee, is hereby amended by adding a sentence immediately following the first full sentence of said Section which will read as follows:

"A majority of such committee may designate a representative to act for it, which

representative may be a person who is not a member of the committee."

9. Article VI of the Declarations is hereby amended by adding a new section which shall be identified as Section 6, which shall read as follows:

"Any conflict between the language, provisions or interpretations of these Declarations and the Plat Restrictions, then in that event, these Declarations shall control."

10. The "common areas" in the subdivision consist of streets, easements, and other land which is used as buffer or green area. The individual owners do not have any right, title or interest in, to, or against any of said common areas by the same is owned by the Homeowners Association. The Homeowners Association is maintained and controlled by a Board of Directors which has the authority to make assessments pursuant to the Declarations and Plat Restrictions, subject to certain limitations which may be imposed by the twenty-nine (29) lot owners. It is understood and agreed that Hansen and Horn intend to make certain improvements upon the common areas in order to enhance the marketability of the lots. Such improvements made for such purpose shall be the expense of Hansen and Horn and not the Homeowners Association.

IN WITNESS WHEREOF this instrument has been executed this 28th day of July, 1983.

Lot Number

Owner

11-1, 11-2, 11-4, 11-5, 11-6, 11-7,
11-9, 11-10, 11-12, 11-13, 11-14,
11-15, 11-17, 11-18, 11-19, 11-26
and 11-27

Kenneth D. Hansen
Kenneth D. Hansen
Ward T. Horn
Ward T. Horn

11-3, 11-16

Paul Shoopman
Paul Shoopman
Shelley Shoopman
Shelley Shoopman

11-8

Clement J. Makely
Clement J. Makely
Dorothy Makely
Dorothy Makely

11-11, 11-20, 11-21, 11-22, 11-23
and 11-24

Richard C. Browder
Richard C. Browder
Glorya M. Browder
Glorya M. Browder

11-25

Ronald J. Bell
Ronald J. Bell
Cynthia A. Bell
Cynthia A. Bell

Lot Number

Owner

11-29

Jon S. Sutton
Jon S. Sutton

Peggy A. Sutton
Peggy A. Sutton

11-28

Gary Lee Fields
Gary Lee Fields

Samantha Jane Fields
Samantha Jane Fields

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION consents to and gives its approval to the foregoing instrument.

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

By Michael A. Horn, Vice President

STATE OF INDIANA)
COUNTY OF Johnson) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Kenneth D. Hansen, as tenant in common with Ward T. Horn, owners of Lots 11-1, 11-2, 11-4, 11-5, 11-6, 11-7, 11-9, 11-10, 11-12, 11-13, 11-14, 11-15, 11-17, 11-18, 11-19, 11-26, and 11-27, who acknowledged the execution of the foregoing instrument this 29th day of July, 1983.

Joe N. Van Valer
Notary Public Joe N. Van Valer
My County of Residence
Johnson

My Commission Expires:

May 13, 1987

STATE OF INDIANA)
COUNTY OF Johnson) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Ward T. Horn, as tenant in common with Kenneth D. Hansen, owners of Lots 11-1, 11-2, 11-4, 11-5, 11-6, 11-7, 11-9, 11-10, 11-12, 11-13, 11-14, 11-15, 11-17, 11-18, 11-19, 11-26, and 11-27, who acknowledged the execution of the foregoing instrument this 29th day of July, 1983.

Joe N. Van Valer
Notary Public Joe N. Van Valer
My County of Residence
Johnson

My Commission Expires:

May 13, 1987

STATE OF INDIANA }
COUNTY OF Johnson } SS:

Before me, a Notary Public, in and for said County and State, personally appeared Paul Shoopman and Shelley Shoopman, Husband and Wife, owners of Lots 11-3 and 11-16, who acknowledged the execution of the foregoing instrument this 3rd day of August, 1983.


Notary Public Joe N. Van Vaker

My County of Residence

Johnson

My Commission Expires:

May 13, 1987

STATE OF INDIANA }
COUNTY OF Johnson } SS:

Before me, a Notary Public, in and for said County and State, personally appeared Clement J. Makely and Dorothy Makely, Husband and Wife, owners of Lot 11-8, who acknowledged the execution of the foregoing instrument this 29th day of July, 1983.


Notary Public Joe N. Van Vaker

My County of Residence

Johnson

My Commission Expires:

May 13, 1987

STATE OF INDIANA }
COUNTY OF Johnson } SS:

Before me, a Notary Public, in and for said County and State, personally appeared Richard C. Browder and Gloria M. Browder, Husband and Wife, owners of Lots 11-11, 11-20, 11-21, 11-22, 11-23, and 11-24, who acknowledged the execution of the foregoing instrument this 3rd day of August, 1983.


Notary Public Joe N. Van Vaker

My County of Residence

Johnson

My Commission Expires:

May 13, 1987

STATE OF INDIANA }
COUNTY OF Johnson } SS:

Before me, a Notary Public, in and for said County and State, personally appeared Ronald J. Bell and Cynthia A. Bell, Husband and Wife, owners of Lot 11-25 who acknowledged the execution of the foregoing instrument this 29th day of July, 1983.


Notary Public Joe N. Van Vaker

My County of Residence

Johnson

My Commission Expires:

May 13, 1987

STATE OF INDIANA)
COUNTY OF Johnson) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Jon S. Sutton and Peggy A. Sutton, Husband and Wife, owners of Lot 11-29, who acknowledged the execution of the foregoing instrument this 29th day of July, 1983.

[Signature]
Notary Public Joe N. Van Vaker
My County of Residence
Johnson

My Commission Expires:
May 13, 1987

STATE OF INDIANA)
COUNTY OF _____) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Gary Lee Fields and Samantha Jane Fields, Husband and Wife, owners of Lot 11-28, who acknowledged the execution of the foregoing instrument this 2nd day of July, 1983.

[Signature]
Notary Public Joe N. Van Vaker
My County of Residence
Johnson

My Commission Expires:
5/18/87

LOT NUMBER

OWNER

11-20

[Signature]
Caryol Fitzpatrick

11-22

[Signature]
Ward T. Ecoff

[Signature]
Aletha M. Ecoff

11-7

[Signature]
Amberwood, Inc. by
Larry Walker, President

STATE OF INDIANA)
COUNTY OF Johnson) SS:

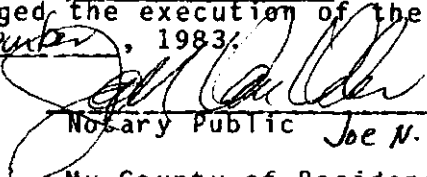
Before me, a Notary Public, in and for said County and State, personally appeared Caryol Fitzpatrick, owner of Lot 11-20, who acknowledged the execution of the foregoing instrument this 19th day of September, 1983.

[Signature]
Notary Public Sharon A. Moulder
My County of Residence
Johnson

My Commission Expires:
July 21, 1985

STATE OF INDIANA }
COUNTY OF Johnson } SS:

Before me, a Notary Public, in and for said County and State, personally appeared Ward T. Ecoff and Aletha M. Ecoff, Husband and Wife, owners of Lot 11-22, who acknowledged the execution of the foregoing instrument this 19th day of September, 1983.

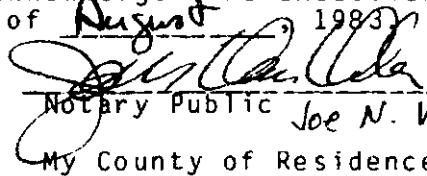

Notary Public Joe N. Van Valer
My County of Residence Johnson

My Commission Expires:
5/13/87



STATE OF INDIANA }
COUNTY OF Johnson } SS:

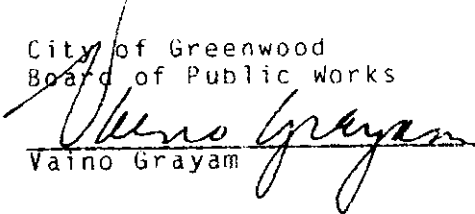
Before me, a Notary Public, in and for said County and State, personally appeared Larry Walker, President of Timberwood, Inc., Husband and Wife, owners of Lot 11-7, who acknowledged the execution of the foregoing instrument this 25th day of August, 1983.

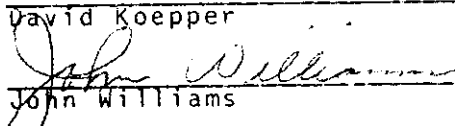

Notary Public Joe N. Van Valer
My County of Residence Johnson



My Commission Expires:
5/13/87

Approved by Resolution dated the 19th day of September, 1983.

City of Greenwood
Board of Public Works

Vaino Grayam

David Koepper

John Williams

THIS INSTRUMENT PREPARED BY:
Joe N. Van Valer, Attorney At Law
VAN VALER, WICKER & WILLIAMS
300 South Madison Ave., Suite 420
P.O. Box 405
Greenwood, Indiana 46142
(317) 888-1121

SEP 20 10 25 AM '83

RECEIVED FOR RECORD
BOOK 56 PAGE 305
S. KATHRYN PITTS
JOHNSON COUNTY RECORDER

0941

AMENDMENT TO PLAT, ACCOMPANYING RESTRICTIVE COVENANTS,
AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the undersigned persons are owners of lots in a certain subdivision in Johnson County, known as the Cloister, and also known as Greenbriar, the plat of which is recorded in Plat Book 9, page 84, in the records of the Recorder of Johnson County, Indiana; and

WHEREAS, certain declarations of covenants, conditions and restrictions (hereinafter referred to as "Declarations"), were duly recorded in the Office of the Recorder of Johnson County, Indiana, on September 27, 1979, Book 53, Page 202, which declarations affect the subject subdivision; and

WHEREAS, certain restrictive covenants were placed upon the land with the plat (hereinafter referred to as "Plat Restrictions"), which were duly recorded in the Office of the Recorder of Johnson County, Indiana, in Plat Book 9, Page 84, and amended thereafter; and

WHEREAS, a certain "Agreement to and Consent For Amendments to Plat, accompanying restricted covenants, and Declaration of Covenants, Conditions and Restrictions" was filed on September 20, 1983, as instrument #007549, in Book 56, Page 305, in the Office of the Recorder of Johnson County, which agreement to and consent for amendments modify the original plat restrictions and declarations; and

WHEREAS, pursuant to notice, a Special Meeting of the members of the Greenbriar Homeowners Association, Inc., also known as Cloister Homeowners Association, Inc., was held on December 23, 1985, and it was resolved by not less than 75% of the lot owners that the above-described agreement to and consent for amendments filed on September 20, 1983, was no longer appropriate or effective; and

WHEREAS, said lot owners desire to repeal in its entirety the agreement which was filed on September 20, 1983;

NOW, THEREFORE, the undersigned, as such owners, agree, consent and declare as follows:

The agreement to and consent for amendments to plat, accompanying restrictive covenants, and Declaration of Covenants, Conditions and Restrictions, filed on September 20, 1983, is hereby in its entirety repealed, and the original plat restrictions and Declaration of Covenants and Restrictions shall have full force and effect.

IN WITNESS WHEREOF, this instrument has been executed this 21 day of January, 1986.

Jon Sutton
Jon Sutton
Lynette Thomas
Lynette Thomas
John Swank
John Swank

OWNER
Olin Carter
Olin Carter
Ronald Bell
Ronald Bell
Laura Swank
Laura Swank

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public, personally appeared the foregoing who executed the preceding Amendment to Plat, Accompanying Restrictive Covenants, and Declaration of Covenants, Conditions and Restrictions. Witness my hand and notarial seal this 21 day of January, 1986.

My Commission Expires:
August 15, 1988
County of Residence:
Johnson

Judy C. Noble
Notary Public Signature
Judy C. Noble
Notary Public Printed Name

JAN 24 2 23 PM '86

RECEIVED FOR RECORD
BOOK 58 PAGE 213
S. KATHRYN PITTS
JOHNSON COUNTY RECORDER

THIS INSTRUMENT PREPARED BY: Douglas W. Kessler
Attorney at Law
4040 South Meridian Street
Indianapolis, Indiana 46217
Telephone: (317) 787-8307

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

WHEREAS, the undersigned persons are owners of lots in a certain subdivision in Johnson County, known as the "Cloisters", and also known as "Greenbriar", the plat of which is recorded in Plat Book 9, Page 84, in the records of the Recorder of Johnson County, Indiana;

WHEREAS, certain declarations of covenants, conditions and restrictions (hereinafter referred to as "Declaration"), were duly recorded in the office of the recorder of Johnson County, Indiana, on September 27, 1979, in book 53, page 202, which declarations affect the subject subdivision; and

WHEREAS, certain restrictive covenants were placed upon the land with the plat which were duly recorded in the office of the recorder of Johnson County, Indiana, in plat book 9, page 84, and amended thereafter; and

WHEREAS, on the 21st day of January, 1986, a certain amendment to the plat, accompanying restrictive covenants, and declaration was filed as instrument number 0941, on book 58, page 213 in the office of the Johnson County Recorder, Indiana; and

WHEREAS, pursuant to notice, a special meeting of the members of the Greenbriar Homeowners Association, Inc., also known as Cloister Homeowners Association, Inc., was held on the 6th day of April, 1986, and it was resolved by not less than 75% of the lot owners that the above-described agreements and amendment were no longer appropriate or effective;

NOW, THEREFORE, the undersigned, as such owners, agree, consent, and declare that the foregoing amended declaration of covenants, conditions and restrictions consisting of seventeen pages, shall have full force and effect.

IN WITNESS WHEREOF, the undersigned, being the lot owners of the Greenbriar Homeowners Association, Inc., herein, has hereunto set its hand and seal this 6 day of APRIL, 1986.

Greenbriar Homeowner
Association, Inc.,

By:

Barbara Carter

Olin Carter

Jon Sutton

Peggy Sutton

Ronald Bell

Cynthia Bell

Caryol Fitzpatrick

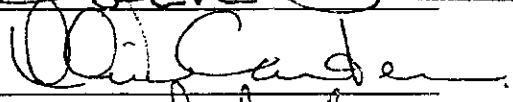
Sandra Philpot


Robert Yeager

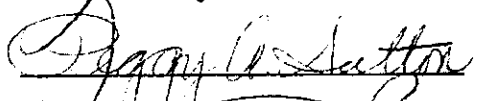
Virginia Yeager

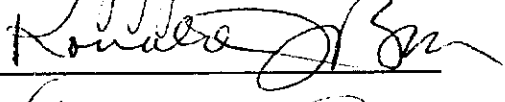
Paul Shellabarger

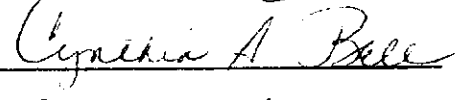


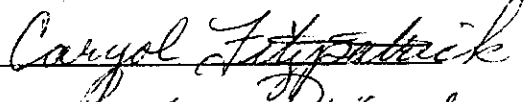


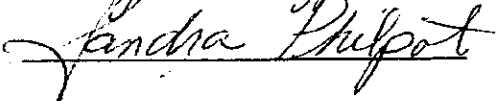


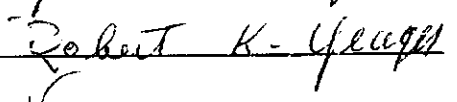


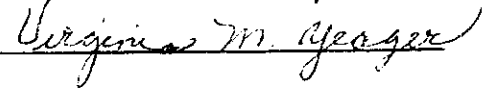


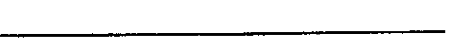












Greenbriar Homeowners
Association, Inc.,

BY:

Laura Swank

Laura Swank

John Swank

John Swank

Donald Capuano

Donald W. Capuano

Marie Capuano

Marie K. Capuano

Mark Thomas

Mark Thomas

Linette Thomas

Linette A. Thomas

Gary Fields

Gary Lee Fields

Samantha Fields

Samantha Fields

Kevin Garris

Kevin Garris

Deb Garris

Deb Garris

Robert Hamilton

Robert Hamilton

Janice Hamilton

Janice Hamilton

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, personally appeared the foregoing who executed the preceding Amendment to Declaration of Covenants, Conditions and Restrictions. Witness my hand and notarial seal this 6th day of April, 1986.

My Commission Expires:
August 15, 1988

County of Residence:
Johnson

Judy C. Noble

Notary Public Signature

Judy C. Noble

Notary Public Printed Name

THIS INSTRUMENT PREPARED BY: Douglas W. Kessler
Attorney at Law
4040 South Meridian Street
Indianapolis, Indiana 46217
Telephone: (317) 787-8307

AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by the Greenbriar Homeowners Association, Inc., hereinafter referred to, as "Association".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Johnson County, Indiana, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties, their heirs, successors and assigns, having any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Declarant" shall mean and refer to Vista Developers, Inc., their successors and assigns as a Declarant.

Section 2. "Association" shall mean and refer to Greenbriar Homeowners Ass'n, Inc., an Indiana not-for-profit corporation, its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Lot" shall mean and refer to any plot of land so designated as shown upon any recorded plat of the Properties, but excludes the balance as Common Area. With respect to any single family dwelling unit that may be constructed on a part of more than one of such plots, however, "Lot" shall mean and refer to the real estate conveyed in connection with such dwelling unit.

Section 6. "Dwelling" shall mean and refer to a single family residence erected on a Lot within the Project Real Estate.

Section 7. "Common Area" shall mean all the real estate (including improvements thereto) owned by the Association for the common use and enjoyment of the Owners; which Common Area may be conveyed by Declarant to the Association subject to the mortgage of

record against same, which Declarant will keep current and non-delinquent and satisfied in full when Declarant ceases to be titled to any Lot. The conveyance of all Common Areas used for vehicular or easement purposes will occur simultaneously with the conveyance by Declarant of the first Lot to another title owner, with the balance of Common Area to be conveyed when the Class B ownership converts to Class A membership as hereafter described.

Section 8. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

(a) The right of the Association to promulgate reasonable rules and regulations governing the use of the Properties;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.. No such dedication or transfer shall be effective unless an instrument signed by (2/3) two thirds of the total votes cast by Class A & Class B members agreeing to such dedication or transfer has been recorded.

(c) The rights to Declarant reserved in this Declaration.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Association's Easement for Maintenance, Repair and Access. Certain utility lines, sewer and other facilities, and other improvements will be located on one Lot, yet serve other Lots or the Common Area. The Association and any member thereof whose enjoyment of the use and occupancy of his Lot is affected thereby, shall have an easement thereto and shall have the right, at reasonable times and at any time in case of emergency, to go upon any other Lot for the purpose of maintaining or causing to be maintained or repaired any party walls, utility lines, sewer or other facilities which serve more than one Lot. An easement is also established with respect to the Common Areas to applicable municipal government for municipal and private services such as fire and police protection, emergency medical services and trash removal.

The Association shall have an easement for access to all Lots for ingress and egress as required by its officers, directors, employees and their agents and independent contractors, in order to perform its obligations and duties as set forth in this Declaration.

ARTICLE III

ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

Section 1. Subject to the rights of Declarant reserved herein, the operation and management of the Common Area shall be by the Association.

Section 2. The Association shall have two (2) classes of Membership.

(a) Class A. Every person, group of persons or entity, other than the Declarant, who is a record owner of a fee interest in any Lot which is or becomes subject, by covenants of record, to assessment by the Association, shall automatically be a Class A Member of the Association; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a Member. A Class A Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Class A Members shall be entitled to two (2) votes per lot owner as opposed to two votes per lot owned. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Lot, then the vote for the membership appurtenant to such Lot shall be exercised as they among themselves determine, but in no event shall more than two (2) votes be cast with respect to any Lot.

(b) Class B. The Class B Member shall be the Declarant and shall be entitled to two (2) votes per lot owner as opposed to two votes per lots owned. Class B shall terminate at such time when Declarant no longer owns any lot.

Section 3. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

CLASS A & CLASS B MEMBERS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges with respect to each and every lot owned, and (2) special assessments for maintaining limited common areas and for capital improvements, such assessments to be established and collected as hereinafter provided. Declarant shall pay in accordance with Article IV - Section I - Paragraph 3.

All sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis and shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas and facilities, which funds shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas and facilities. This fund for capital expenditures shall be maintained in a separate interest bearing account with a bank or savings and loan association authorized to conduct business in the county in which the Association is established.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the lot, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but such delinquent accounts shall remain a lien upon the Lot subject to foreclosure. Declarant shall pay an annual assessment for one lot regardless of the number of lots owned, but shall pay per each lot owned with respect to any special assessment levied.

Section 2. Purpose of Assessments. The assessments levied by the Association on the Lot shall be used exclusively to promote the Properties and for the improvement and maintenance of the Common Areas, the necessary attendant expenses including, if applicable, attorney fees, consultation fees, survey fees, ect..

Section 3. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein, shall commence as to all Lots on the first day of the month following the initial conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment on a Lot is binding upon the Association on the date of its issuance.

Section 4. Uniform Rates of Assessment. Both annual and special assessments for capital improvements shall be fixed at a uniform rate for applicable Lots. Annual assessments may be paid on a semi-annual basis, but if paid on other than a semi-annual basis, default in the payment of any one installment, shall cause the entire unpaid assessment for the year in which the delinquency occurs to become immediately due and payable. This assessment payment schedule may be adjusted during periods of hardship, with the approval of the Board of Directors. (See Exception under Article V - Par. #3).

Section 5 (a). Maximum Annual Assessment. Until 1987, the maximum annual assessment shall be Two Hundred Dollars (\$200.00) for the ensuing three (3) calendar years, because of uncertainties in usual and ordinary Common Area expenses due to the Indiana real property reassessment, rising cost of energy and other unforeseeable operating expenses, the Board of Directors of the Association may increase the assessment by a sum not to exceed Ten Percent (10%) per annum without vote of the Membership. However, any such increases are attributable to increases in operating expenses and no portion of such increase shall inure to the benefit of the Declarant and the money received shall be entirely expended on Association expenses.

(b). From and after January 1, 1982 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment per Lot may be increased above the maximum percentage determined in Paragraph (a) of this Section 5 by a vote of two-thirds (2/3) of the Class A Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c). The Board of Directors may fix the annual assessment per Lot at an amount not in excess of the maximum.

Section 6. Special Assessments for Maintaining Limited Common Areas and for Capital Improvements.

(a). For maintaining Limited Common Areas. The Board of Directors may fix special assessments for maintaining Limited Common Areas where in their sole discretion, such assessments are necessary in addition to an annual assessment allocated for such purpose.

(b). For Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of Class A Members.

Section 7. Notice and Quorum for any Action Authorized Under Section 5 & 6. Written notice of any meeting called for

the purpose of taking any action authorized under Sections 5 or 6 shall be sent to all Class A and Class B Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Class A Members or of proxies entitled to cast sixty percent (60%) of all the votes of the Class A Membership shall constitute a quorum.

If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Effect of Nonpayment of Assessments; remedies of the Association. If any assessment (or monthly installment of such assessment, if applicable) is not paid on the date when due (pursuant to Section 3 hereof), then the entire unpaid assessment shall become delinquent and shall become together with such interest thereon and cost of collection thereof, as hereinafter provided, a continuing lien on the relevant property, binding upon the then owner, his heirs, devisees, successors and assigns. The personal obligation of the then owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum permissible rate allowed under Indiana law, and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Article shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage, foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became 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.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority, the Common Area, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Indiana shall be exempt from the assessment created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all Management Agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. An annual budget shall be established and voted on by the membership at the beginning of each calendar year. The Board of Directors has the authority to spend such budget on all budgeted items for all expenses up to (\$3,000) Three Thousand Dollars; in the event expenses are over (\$3,000) Three Thousand Dollars, a special meeting shall be called to vote on same. All expenditures must

be voted on and passed by a (60%) Sixty Percent vote. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of a project of this type.

Section 12. Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings, excluding all dwellings and improvements on Lots, and shall also obtain a broad form public liability policy covering all Common Area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for each of the homeowners in equal proportions.

It shall be the individual responsibility of each Owner, at his own expense, to provide, as he sees fit, homeowners liability insurance, theft and other insurance covering personal property damage and loss relative to his dwelling and Lot. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or other financial institution are insured by a Federal Governmental Agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all Owners, as established by Article IV, Section 4, above, to make up any deficiency for repair or rebuilding of the Common Area.

ARTICLE V

MAINTENANCE

Section 1. Maintenance of Common Area. The Association shall only be responsible for the maintenance, repair and replacement of all the Common Area and improvements thereon. The Association shall also be responsible for such maintenance, repairs and replacements as may be required for the bringing of utility services to the Lots. The Association's obligation shall include snow removal from the Common Areas used as private streets. Trash removal shall be each Lot Owner's responsibility, but the Association reserves the right to assume the responsibility of contracting for a scavenger service for trash removal for all Lot Owners and/or establishing rules and regulations throughout the Properties concerning trash and its removal.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the costs of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. These covenants, conditions and restrictions may be enforced by the Association or any Owner. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure to forbearance by the Association or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be conclusive presumption that any violation or breach of any attempted restrictions cannot be adequately remedied by action at law or by recovery of damages.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration. Except where permanent easements or their permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of (10) ten years each, unless by a (2/3) two-thirds vote cast by a total of Class A and Class B members of the Association such covenants and conditions are amended, altered or revoked.

Section 4. Amendment: This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than two-thirds (2/3) of Class A Members and two-thirds (2/3) vote of Class B Members. Any amendment must be recorded in the Office of the Recorder of Johnson County, Indiana. No such agreement to amend, in whole or in part, shall be effective unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken and no such

agreements shall be effective with respect to any permanent easements or other permanent rights or interest relating to the Common Areas herein created.

Section 5. Declarant. Declarant reserves the following rights in the Common Areas until Declarant ceases to have Class B membership:

(a) An easement over and upon the Common Areas and upon lands appurtenant to the Lots for the purpose of completing improvements for which provision is made in this Declaration where access thereto is otherwise not reasonably available;

(b) An easement over and upon the Common Areas for the purpose of making repairs required pursuant to this Declaration or contracts of sale made with Lot purchasers;

(c) The right to maintain sales and management offices, model units and advertising signs. The determination of the Board of Directors, as to compliance with this condition shall be conclusive.

ARTICLE VII

MORTGAGEE'S RIGHTS

Section 1. Notice of Rights of Mortgagee of a Lot. Upon written request by a mortgagee to the Association, Mortgagee of a Lot shall be entitled to receive written notification of any default, not cured within sixty (60) days after its occurrence, by the Owner of the Lot of any obligation of the Owner under the Declaration, the By-Laws of the Association or the Articles of Incorporation of the Association. The request for notification can be made by any mortgagee of a Lot, its successor or assign. The notification shall be sent not later than the 65th day after the occurrence of an uncured default.

Section 2. Right to Examine Books and Records. Mortgagees their successors or assigns, shall have the right to examine the books and records of the Association.

Section 3. First Mortgagees. First mortgagees of Dwellings may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Area and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of all first mortgages duly executed by the Association, and an original or certified copy of such agreement shall be possessed by the Seller.

Section 4. Insurance Proceeds and Condemnation Awards. No provision of the constituent documents shall give a Lot Owner or any other party, priority over any rights of first mortgagees of Dwellings with the Properties pursuant to their mortgages in the case of a distribution to Lot Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Areas.

ARTICLE VIII

HARMONY AND ENVIRONMENTAL CONTROLS

Section 1. Architectural Control Committee. Except for original construction or as otherwise in these covenants provided, no building, fence, sidewalk, drive, walk or other structure shall be created, placed, altered or maintained upon the Properties nor shall any exterior addition to or change (including any change in color) or alteration therein be made until the proposed building plans, specifications, exterior color and finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), general contractor and all subcontractors, and construction schedule shall have been submitted to and approved in writing by the Board of Directors of the Association, or by any Architectural Control Committee composed of not less than three (3) members appointed by said Board of Directors.

Refusal of approval of plans, location or specification by said Board of Directors or Architectural Control Committee may be based upon any ground, including, without limitation, lack of harmony to external design, color, location or relation to surrounding structures and topography and purely aesthetic considerations which, in the sole and uncontrolled discretion of said Board of Directors or Architectural Control Committee shall seem sufficient. No alterations may be made in such plans after approval by the Board of Directors or Architectural Control Committee is given except by and with their prior written consent. One copy of all plans, specifications and related data shall be furnished the Board of Directors or Architectural Control Committee for its records. In the event the Board of Directors or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with. Notice of disapproval shall be by certified mail, return receipt requested.

Section 2. Fences. Except for original construction, no fence, hedges or wall shall be constructed upon the Properties without the prior written approval of the Architectural Control Committee.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Declarant during original construction:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot within any Dwelling situated upon a Lot, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners of the Lots.

(b) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Dwelling situated upon the Properties, except that this shall not prohibit the keeping of dogs, cats and/or caged birds or other unobjectionable domestic pets provided they are not kept, bred or maintained for commercial purposes.

(c) No burning of any trash and no accumulation of storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot.

(d) Except as herein elsewhere provided, no junk vehicle, motorcycles, commercial vehicle, trailer truck, camper, camp truck, house trailer, boat or the like, shall be kept upon the Properties (except in enclosed garages) nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(e) In order to facilitate the free movement of passing vehicles, no automobiles belonging to Owners shall be parked on the paved portion of any of the private streets, except during bona fide temporary emergencies.

(f) Except as may be approved in writing by the Board of Directors or their designated committee, no structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any portion of the property at any time.

(g) Except for entrance signs, directional signs, community "theme" and the like, no signs of any character shall be erected, posted or displayed upon, in or about any Lot situated upon the Properties, unless specifically permitted by a written resolution adopted by the Board of Directors.

(h) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any portion of the Properties which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

(i) Garage doors and the doors of any other storage room or the like shall be maintained in a closed position when not being used for immediate ingress and egress.

(j) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission shall be maintained upon any Lot without the prior written consent of the Board of Directors unless such structure is a part of the basic design of a Dwelling or group of Dwellings.

(k) There shall be no violation of any rules for the Common Area which may from time to time be adopted by the Board of Directors or promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the By-Laws, authorized to adopt such rules.

(L) In addition to the foregoing restrictions, all restrictions of any recordation which involves the use of the Properties are incorporated by reference herein as restrictions of this Declaration.

(m) The Property shall be developed and used only for single family attached or detached residential uses and for the use and maintenance of non-commercial recreational facilities constructed as an amenity to and owned in common by the owners of single family residences thereon.

Section 4. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of all the Owners of the Lots and after reasonable notice to the Owner, may take legal action to correct any violation or breach or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such action shall be taken without a resolution of the Board of Directors of the Association or by the Architectural Control Committee composed of three (3) or more members appointed by the Board.

Section 5. Perpetual Easement for Encroachments. If any portion of the Common Area shall encroach upon any Lot, or if any lot or any improvement, building, overhang, fixture or other structure or improvements of whatever type shall for any reason encroach upon any other Lot or upon any portion of the Common Area as a result of the construction of the building or improvements, a valid, perpetual easement for the encroachment and for its maintenance is retained by the Declarant for its benefit and for the benefit of the Association and any owner of a Lot whose Lot is affected thereby and shall exist perpetually. In the event the building or the improvement shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment shall be permitted, and a valid easement for such encroachments is hereby reserved by the Declarant for its benefit and for the benefit of the Association and any owner of a Lot whose Lot is affected thereby and shall exist perpetually.

Section 6. Construction and Sale Period. Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for the Declarant to maintain, during the period of construction and sale of Lots, upon such portion of the Properties as the Declarant may deem necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, or be convenient or incidental to the construction and sale of the Lots, including, but without limitation, storage areas, construction areas, signs, model residences, construction offices sales offices and business offices.

ARCHITECTURAL CONTROL GUIDELINES

The Greenbriar Homeowners Association shall be governed by the following Architectural Control Guidelines. The streets throughout this area are currently privately owned and shall be maintained by the lot owners and that all the lots shall be subject to the following restrictions, which restrictions shall be considered and hereby declared to be covenants running with the land, which said restrictive covenants are as follows, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling and an attached private garage that will house not less than two (2) cars. Garages shall have doors and driveways shall provide parking for two (2) cars and constructed of hard surface material such as bituminous concrete or Portland cement concrete, unless otherwise approved by the Architectural Control Committee.
2. No building shall be erected, placed or altered on any lot until the construction plan specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line, unless similarly approved. Approval shall be as provided in Part 10.
3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of open porches and garages, is at least 1500 square feet for a one-story dwelling and the ground floor area of a two story dwelling shall be at least 1300 square feet with a total requirement of 1700 square feet, exclusive of open porches and garages. The determination of the Architectural Control Committee, as to compliance with this condition, shall be conclusive.
4. Side yard setback shall be at least eight (8) feet and the rear yard setback shall be at least twenty five (25) feet unless a lesser yard setback is approved in writing by the Architectural Control Committee.

5. No dwelling shall be erected or placed on any lot having a width of less than that shown on the recorded map at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than that shown on the recorded map, with the exception of lots 11-14 and 11-15 which will be granted a variance because of the size of the lot. Side line as amended by Larry Walker variance - Timberwood: Whereas yard set back to be 25' on Royal St. Georges Drive and side yard requirements to be 8' on all remaining lots in Greenbriar. Determination of ACC will be conclusive.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map and over the rear fifteen (15) feet of each perimeter lot. Certain strips of land as designated on the accompanying map are reserved for Johnson Suburban Utilities, their successors and assigns for purposes of installing and maintaining sanitary sewers.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood. Trailers, boats, campers and similar equipment or inoperable vehicles shall be kept or stored inside. Outside storage will not be allowed. The determination of the Architectural Control Committee, as to compliance with this condition shall be conclusive.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out - building shall be used on any lot at any time as a residence either temporarily or permanently. The determination of the Architectural Control Committee, as to compliance with this condition, shall be conclusive.
9. The Architectural Control Committee is composed of three members appointed by the Board of Directors. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
10. The Architectural Control Committee approval or disapproval, as required in these covenants, shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval

will not be required and the related covenants shall be deemed to have been fully complied with.

11. With written approval of the Architectural Control Committee, and where, in the opinion of said committee, the location will not detract materially from the appearance and value of other properties. A dwelling may be located nearer to a street than above provided, but not nearer than 25 feet to any street line.
12. Signs may be displayed on each building site of not more than five (5) square feet. One professionally prepared sign of not more than 32 square feet may be erected on the Common Area for sales purposes. Builder has the right to establish said sign but Architectural Control Committee has right to request modification if needed necessary.
13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tank, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
14. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, but no external structure for the purpose of housing any animal may be maintained.
15. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage, other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
16. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six(6) feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line, and a line connecting them at points 25 feet from the intersection of the street lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. All fences, walls and hedges proposed for the North line of any lot shall be submitted to the Architectural Control Committee as provided in Item 10 above.

17. All swales, for drainage of lots, that are located on side lot lines and on rear lot lines shall be preserved and not obstructed in accordance with a general drainage plan on file with the authorities who have jurisdiction.
18. Any field tile or underground drain which is encountered in construction of any improvement within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.
19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of then (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change them in whole or in part.
20. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
21. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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