

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HEATHERMOR SECTION ONE**

**A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN THE TOWN OF AVON, HENDRICKS COUNTY, INDIANA**

The undersigned **HEATHERMOR LLC**, an Indiana limited liability company (hereinafter referred to as "Developer"), as owner and developer of real property described in Exhibit A attached hereto and known as Heathermor Section One (including lots 1 through 44 and referred to herein as the "Subdivision"), imposes the following plat restrictions and covenants on the Subdivision for the benefit of all present and future owners of any lot in the Subdivision.

DECLARATIONS

All lots within the Subdivision shall be subject to the following development standards, restrictions, covenants, conditions and assessments, which are for the benefit of all lot owners and occupants within the Subdivision and which shall run with the property and shall be binding on all owners and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after the turnover of the Association to the Building Lot owners a majority of the then owners of the lots in the Subdivision agree to change or terminate said covenants in whole or in part and on the condition that an instrument to that effect signed by the lot owners voting in favor of such change has been recorded; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

Article 1. Use Restrictions

1.01 Each lot within the Subdivision (hereinafter "Building Lot") shall be used for single-family residential purposes only. However, the Developer, its agents or assigns, may use the Building Lots for construction and sales purposes during any building and sales period.

1.02 No residence, building, shed, fence, flagpole, mailbox, light pole or fixture, swimming pool, tennis court, pavement, driveway, awning, wall or structure of any kind shall be erected, placed or altered on any Building Lot without first obtaining the written consent of the Architectural Control Committee subsequently described herein. All requests for written approvals from the Architectural Control Committee shall be in writing, shall be dated, shall specifically request approval of the contemplated improvement(s) and shall be accompanied by detailed plans and specifications for the proposed improvements showing, where applicable, the size, location, type, architectural design, spacing, quality, use, construction materials, color scheme, grading plan and finish grade elevation for said improvements.

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1.03 Each two (2) story single-family dwelling constructed on any Building Lot shall have a minimum of 1,800 square feet of living area and each single story single-family dwelling shall have a minimum living area of 1,400 square feet, exclusive of basements, open porches, garages and other unheated areas. Each dwelling shall have an attached garage with space for not less than two (2) automobiles.

1.04 All structures or improvements commenced by an owner of any Building Lot within the Subdivision must be completed within nine (9) months from the date of commencement.

1.05 Two carriage lights on the garage or a front yard light providing dusk to dawn lighting are to be installed at the time of construction of a dwelling on each Building Lot. The Building Lot owner shall maintain the lights in operating condition at all times.

1.06 No detached storage buildings shall be permitted on any building lot.

1.07 No towers of any description or satellite dish antennas greater than thirty-nine (39) inches in diameter will be permitted on any Building Lot without the written approval of the Architectural Control Committee. Said Committee may deny any such request in its sole and absolute discretion or may attach such conditions as it deems necessary or appropriate. Any satellite dish antenna less than thirty-nine (39) inches in diameter shall require Architectural Control Committee approval as to location, color and other aesthetic considerations.

1.08 No residence shall have a sump pump which discharges directly into the street through a curb.

1.09 No building shall be located nearer to any street than the building setback line shown on the recorded plat of the Subdivision. The setback areas designated on the recorded plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification.

1.10 No structures or materials shall be placed or permitted within the utility or drainage easement areas as designated on the recorded plat of the Subdivision. Plantings within said utility or drainage easement areas are at the Building Lot owner's sole risk of loss if such plantings, as determined solely by the applicable utility authority or the Architectural Control Committee, would damage or interfere with the installation or maintenance of utilities or would change or retard the flow of surface water from its proper course. Each Building Lot owner shall maintain such portion of any utility or drainage easement area as is located upon such owner's Building Lot.

1.11 No business activities of any kind shall be conducted on any Building Lot or open space in the Subdivision without the approval of the Homeowners' Association; provided, however, that the foregoing shall not apply to the business activities of Developer or the construction, sale or

maintenance of Building Lots and residences by authorized builders or by Developer, its agents or assigns, during the construction and sales period.

1.12 No clothesline shall be located on any Building Lot except one removable, folding, umbrella-like clothesline. Folding umbrella-like clothesline shall be permitted in the rear patio area only. No laundry articles shall be left outdoors overnight or any time on Saturdays or Sundays.

1.13 No automobile, bus, camper, motor home, trailer, boat, other watercraft, snowmobile, motorcycle or other similar vehicle shall be stored on any Building Lot unless housed within a garage building. For purposes of this section a vehicle shall be considered "stored" if inoperable, put up on blocks or covered with a tarpaulin and it remains in such condition for a period of 7 consecutive days.

1.14 No exterior portion of any Building Lot shall be used as a dumping ground or storage area for rubbish, machinery, scrap, paper, glass or other such materials. Garbage or other waste shall be kept in trash containers. All containers used for the storage or disposal of trash or recyclable materials shall be kept in a clean and sanitary condition and screened from public view. Building materials to be used in the construction of approved structures may be stored on a Building Lot, provided such building materials are incorporated into the approved improvement within ninety (90) days after their delivery to such Building Lot.

1.15 No sod, dirt or gravel, other than incidental to the construction of an approved structure or the normal maintenance of lawn areas, shall be removed from any Building Lot without the written approval of the Architectural Control Committee.

1.16 No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Building Lot within the Subdivision. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. The Homeowners' Association may regulate and control the maintenance of lawn areas by publishing rules and regulations as it deems necessary from time to time.

1.17 No geothermal or solar heating system shall be installed on any Building Lot or on any dwelling thereon without the prior approval of all applicable agencies and the Architectural Control Committee.

1.18 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Building Lot, except that dogs, cats or other usual household pets may be kept on a Building Lot, so long as such pets are not kept, bred or maintained for any commercial purpose. No animal shall be permitted to run loose or become a nuisance to any owner of any Building Lot in the Subdivision. The Homeowners' Association may regulate and control the maintenance of such household pets by publishing such rules and regulations as it deems necessary from time to time.

1.19 No sign or billboard shall be erected or displayed on any Building Lot except (a) one (1) sign of no more than five (5) square feet advertising the property for sale; (b) signs used by Developer, its successors and/or assigns, to advertise lots or residences for sale during the construction and sales period; and (c) signs approved by the Architectural Control Committee.

1.20 All tanks for the storage of propane gas, fuel or oil shall be located beneath ground level, except that propane tanks for service to the entire Subdivision or, on a temporary basis, for construction of an approved structure may be located above ground.

1.21 No well for the production of gas, water or oil, whether intended for temporary or permanent purposes, shall be drilled or maintained on any Building Lot without the written consent of the Architectural Control Committee.

1.22 No chain link fence will be permitted on any Building Lot in the Subdivision.

1.23 No above ground swimming pools in place for more than forty-eight (48) consecutive hours will be permitted on any Building Lot in the Subdivision.

1.24 Nothing shall be done, placed or stored on any Building Lot which may endanger the health or unreasonably disturb the occupants of the dwellings on neighboring Building Lots.

1.25 The owner of each Building Lot within the Subdivision, upon acquisition of title to such lot, shall automatically become a member of the Homeowners' Association created in accordance with Article 3.01 hereof. Such membership shall be an appurtenance to and shall not be separated from ownership of the Building Lot and such membership shall terminate upon the sale or other disposition by such member of such lot ownership.

1.26 Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any other provision hereof, all of which shall remain in full force and effect.

It shall be lawful for the Developer, Town of Avon, Hendricks County, the Homeowners' Association or any person or persons owning any real property within the Subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any covenant or restriction contained herein. The proceeding may seek to prevent such person or persons from violating or continuing to violate the restrictions or to recover damages for such violation together with the costs incurred in enforcement of the restrictions.

Article 2. Additional Drainage Easement Restrictions

Drainage easements shown on the recorded plat of the Subdivision may include storm water detention or retention areas designed to direct, detain or retain water. The following covenants and restrictions are for the benefit of all Building Lot owners in the Subdivision and are to run with the

land and shall be binding on all parties, on all owners, and all persons claiming under them forever, as follows:

2.01 No owner of any Building Lot in the Subdivision shall do or permit to be done any action or activity which would result in (a) the pollution of any retained water, (b) the diversion of water, (c) a change in the elevation of the water level, (d) silting or (e) an adverse effect on water quality, drainage or proper water management, or which would otherwise impair or interfere with the use of such areas for drainage and related purposes for the benefit of all Building Lot owners.

2.02 No boating, fishing, swimming, ice skating or other recreational activity shall be conducted in, on or above said drainage easement areas.

2.03 The Homeowners' Association shall have the right to establish rules regarding the use of any drainage easement areas, provided such rules are not in conflict with any other provision contained herein, and are reasonably established to protect the safety and welfare of the residents of the Subdivision and their guests, or are established to assure the continued service of the areas for the purposes for which they were designed.

2.04 The Developer, Town of Avon, Hendricks County, the Homeowners' Association or any person or persons owning any Building Lot within the Subdivision may prosecute proceedings at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions or seek restraining orders or other mandatory relief for the correction of any interference with or damage to the drainage and detention or retention system, and to recover compensation for any damages incurred by the complaining party together with the costs incurred in enforcement of the restrictions.

Article 3. Homeowners' Association

3.01 After the recording of this Declaration, Developer shall form and incorporate a Homeowners' Association (the "Association") to promote the common interest of all Building Lot owners, to handle maintenance of certain areas within the Subdivision as set forth below and to promote compliance with the covenants, conditions and use restrictions set forth in this Declaration.

The Association shall be comprised of the owners of all the Building Lots in the Subdivision. Developer reserves the right to expand the membership and duties of the Association to include other areas or sections of Willow Bend to be developed in the future on property that is not presently part of the Subdivision. Said areas or sections shall be considered "Expansion Property", the lot owners of which may, at the option of Developer, be required to become members of the Association. If the Developer elects to develop Expansion Property and elects to include the owners of lots in any portion of the Expansion Property as members in the Association and to expand the Association's responsibilities to include similar duties for such portion of the Expansion Property, Developer may do so by filing an amendment to this Declaration to include such Expansion Property within ten (10) years from the date hereof, explicitly setting forth that the lot owners within such portion of the

Expansion Property shall become members of the Association and detailing the additional rights and obligations of the Association.

3.02 The management and control of the affairs of the Association shall be vested in its board of directors. The board of directors shall be composed of three (3) members. The three (3) initial members of the board of directors shall be selected by Developer. The three (3) initial members of the board of directors shall serve until (a) that date which is ninety (90) days after 100% of all Building Lots within the Subdivision and 100% of all lots within the Expansion Property which have been developed and made a part of the Subdivision as set forth above in Article 3.01 have been sold, or (b) Developer elects to turn over control of the Association to the Building Lot owners, whichever shall first occur. Upon the incapacity, resignation or death of any initial director, a successor, who shall serve the remaining term of the departed director, shall be appointed by the remaining members of the board of directors within three (3) months after the incapacity, resignation or death of the departed director. Subsequent board members shall be elected by a majority of the Building Lot owners as more fully set forth in the Articles of Incorporation and By-Laws for the Association.

3.03 The Association, or its agents or assigns, shall have the right to enter onto any common area, open space, public right-of-way or landscape easement area as shown on the recorded plat of the Subdivision, if any, or other easement area as it from time to time deems necessary for the purpose of maintaining the same. Such maintenance may include, but shall not be limited to:

- (a) regular mowing, trimming and fertilizing of grassy areas;
- (b) periodic mulching of flower beds within the Subdivision;
- (c) regular weeding of flower beds;
- (d) flower planting within the Subdivision;
- (e) maintenance of street lighting, if any, and associated electric service billings;
- (f) repair of any permanent signs;
- (g) repair of any stone wall, wing wall or fencing;
- (h) maintenance and repair of any community pools, buildings, playgrounds or other common area amenities;
- (I) treatment of water in any detention or retention areas to limit algae and grassy growth; and
- (j) trimming, pruning, removal and replacement of trees and bushes, as necessary.

3.04 For the purpose of providing funds to carry out the responsibilities of the Association hereunder, the Association shall be empowered to levy, assess and collect from the owner of each and every Building Lot in the Subdivision an amount up to Three Hundred Dollars (\$300.00) per year, irrespective of whether the Subdivision has been completed. Provided, however, that such limit of Three Hundred Dollars (\$300.00) per Building Lot per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of December, 2002. Any fees assessed by the Association in excess of Three Hundred Dollars (\$300.00) per Building Lot per year, or its adjusted equivalent, must be approved by a majority of the Building Lot owners in the Subdivision.

3.05 Any amount assessed or levied hereunder by the Association against a Building Lot owner shall become a lien on each Building Lot until paid. Any assessments which are not paid within thirty (30) day of the due date shall be delinquent. As long as an assessment remains delinquent, a late fee of ten dollars (\$10.00) will be charged per month until the assessment is paid in full. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Association may file with the Hendricks County Recorder a Notice of Lien. The Notice of Lien shall contain a description of the Building Lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessment or assessments. The lien provided for herein shall remain valid for a period of five (5) years from the date a Notice of Lien is duly filed, unless sooner released or satisfied in the same manner provided for by law in the State of Indiana for the release and satisfaction of mortgages on real property or until discharged by the final judgment or order of the Court in an action brought to discharge the lien. The lien shall secure not only the amount of the unpaid assessments and late fees, but also the costs incurred in collection, including, but not limited to interest, attorney's fees and court costs. The lien of the assessment provided for herein shall be subject and subordinate to the lien of any duly executed mortgage on any Building Lot recorded prior to the recording of the Notice of Lien. The holder of any such mortgage which comes into possession of a Building Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure shall take the property free of claims for unpaid installments of assessments or charges against the Building Lot which become due and payable prior to the time such holder or purchaser takes title to the Building Lot.

3.07 No member of the board of directors shall be liable to the owner(s) of any Building Lot or any other person for any error or mistake of judgment exercised in carrying out his duties and responsibilities as a director, except in the case of willful misconduct or gross negligence. Further the Association shall indemnify and hold harmless and defend each of the directors against any and all liability to any person, firm or corporation arising out of any contract made by the board of directors on behalf of the Association, unless any such contract shall have been made fraudulently. It is intended that no director shall have personal liability with respect to any contract made by any board member on behalf of the Association.

3.08 The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a director of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such director is liable for gross negligence or willful misconduct in the performance of his duties.

The Association shall also reimburse to any such director the reasonable costs of settlement of, or judgment rendered in, any action, suit or proceeding, if it shall be found by a majority vote of the owners of the Building Lots that such director was not guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a director, no director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such director relied on the books and records of the Association or statements or advice made by or prepared by the managing agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service, unless such director had actual knowledge of the falsity or incorrectness thereof; nor shall a director be deemed guilty of, or liable for, negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the board of directors.

3.09 Any and all of the rights, powers, duties and obligations assumed by, reserved to, created in or given to the Association may be exercised by Developer until such time as the Association is formed and control thereof transferred to the Building Lot owners. At such time as control of the Association is transferred to the Building Lot owners, Developer may reserve the exclusive right to approve the plot plan, construction plans, color scheme and landscape plan associated with any structure on any Building Lot on which a dwelling unit has not yet been completed and occupied, so long as Developer clearly identifies the Building Lots for which it is retaining such right at the time of the turnover. Developer shall maintain said right of approval for each Building Lot until such time as a dwelling unit has been completed on that Building Lot and occupied by the homebuyer.

Article 4. Architectural Control Committee

An Architectural Control Committee (the "Committee") is hereby established as a standing committee of the Association to carry out the functions set forth for it in this Declaration. The Architectural Control Committee's procedures and duties shall be as follows:

4.01 The Committee shall be composed of three (3) members. The Developer shall appoint each of the three (3) initial members of the Committee.

4.02 The three (3) initial members of the Committee shall serve until such time as the Developer turns over control of the Homeowners' Association to the Building Lot owners, as set forth in Article 3.02 hereof. Any subsequent members shall be appointed by the Association and

shall serve for terms of three (3) years, except that the first appointed members of the Committee shall serve for staggered terms of one (1), two (2) and three (3) years as directed by the board of directors of the Association. All members of said Committee shall serve until the expiration of their terms or until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Committee, a successor, who shall serve the remaining term of the departed Committee member, shall be appointed by the board of directors of the Association within three (3) months after the incapacity, death or resignation of the departed member.

4.03 The Use Restrictions require the submission of detailed plans and specifications to the Committee prior to the erection of, placement on, or alteration of any structure or improvement on any Building Lot. The intent is to achieve an architecturally harmonious, artistic and desirable residential subdivision. Therefore, while considering the approval or disapproval of any plans and specifications submitted, the Committee is directed to consider the appropriateness of the improvement contemplated in relation to the improvements on contiguous or adjacent lots, the artistic and architectural merits of the proposed improvement, the adaptability of the proposed improvement to the Building Lot on which it is proposed to be made, and such other matters as may be deemed by the Committee members to be in the interest and benefit of the owners of the Building Lots in the Subdivision as a whole.

4.04 To assist it in making its determinations, the Committee may require that any plans and specifications submitted to the Committee be prepared by a registered architect or civil engineer. The Committee shall also have the right to require any other reasonable data including, but not limited to, grading or elevation plans, material lists, landscape plans and color scheme designations.

4.05 The Committee's decisions shall be in writing and shall be binding upon all parties in interest. The Committee shall approve, disapprove or request additional information with respect to any submitted request for approval within thirty (30) days after said request shall have been properly submitted to the Committee for approval. A properly submitted request shall be in writing and shall comply with the provisions of Article 1.02 hereto. The failure of the Committee to approve, disapprove or request additional information within said time period shall be deemed an approval of any properly submitted request.

4.06 The approval of any plans and specifications by the Committee shall not constitute a representation or warranty by it as to the quality of the workmanship, materials or architectural or engineering design covered thereunder, or the proposed work's feasibility or compliance with any applicable laws.

4.07 If, in the opinion of the Committee, the enforcement of these restrictions would constitute a hardship due to the shape, dimension or topography of a particular Building Lot in the Subdivision, the Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of the standards of the Subdivision.

Article 5. Other Conditions

5.01 All transfers and conveyances of each and every Building Lot in the Subdivision shall be made subject to these covenants and restrictions.

5.02 Any failure to enforce these restrictions shall not be deemed a waiver thereof or an acquiescence in, or consent to, any continuing, further or succeeding violation hereof.

5.03 If any covenant, condition or restriction hereinabove contained, or any portion thereof, is invalid, such invalidity shall in no way affect any other covenant, condition or restriction.

5.04 All costs of litigation and attorney's fees resulting from violation of this Declaration shall be the financial responsibility of the Building Lot owner or owners found to be in violation.

5.05 So long as Developer maintains control of the Association as set forth in Article 3 hereof, Developer reserves the right to amend this Declaration (a) to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution (including, but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar entity) (b) to the extent necessary to enable the Developer to correct any typographical error, (c) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein or to subject additional property to these restrictions, (d) to change the substance of one or more covenants, conditions, restrictions, terms or provisions hereof or (e) to meet any other reasonable need or requirement in order to complete the Subdivision, but (i) does not materially increase the obligation(s) of any owner under any covenant, condition, term or provision without such owner's consent or (ii) is necessary to comply with a governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction; all without the approval of the Building Lot owners, and each Building Lot owner, by the acceptance of a deed to a Building Lot within the Subdivision, consents to this reserved right.

5.06. Once Developer has turned over control of the Association as set forth in Article 3 hereof, this Declaration may be amended by a majority vote of the Building Lot owners in the Subdivision so long as such amendment does not materially increase the obligation(s) of any owner under any covenant, condition, term or provision without such owner's consent.

5.07 Only the Building Lots contained in the Subdivision shall be subject to and bound by the restrictions, covenants and conditions set out in this Declaration and none of said provisions shall in any manner affect or be operative in respect to any other land of the owner or its successors or assigns.

5.08 The property adjoining Heathermor to the west known as the "Wynne Property" owned by a party other than Declarant may be developed with similar or compatible zoning to Heathermor,

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but such development is beyond control of Declarant. In consideration for easements granted over the Wynne Property necessary for the development of Heathermor, Declarant and the Heathermor Homeowners' Association have agreed to not remonstrate against such development of the Wynne Property in any rezoning proceeding. Each Lot Owner by acceptance of their deed subject to this Declaration thereby acknowledge and agree to such nonremonstration by the Association and Declarant with respect to the Wynne Property rezoning.

IN WITNESS WHEREOF, said Heathermor LLC has caused this instrument to be executed by its duly authorized representative this 7th day of July, 2003.

Signed and acknowledged
in the presence of:

Cheryl L. Powell
James Heberlein

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

HEATHERMOR LLC,

By: Republic Development LLC,
an Ohio limited liability company, managing member

By: Lawrence M. Moon
Lawrence M. Moon
Executive Vice President

The foregoing instrument was acknowledged before me this 7th day of July, 2003, by Lawrence M. Moon, Executive Vice President of Republic Development LLC, an Ohio limited liability company, managing member of Heathermor LLC.

Cheryl L. Powell (Cheryl L. Miller)
Notary Public



CHERYL L. MILLER
Notary Public, State of Ohio
Commission Expires 3-25-04

SURVEYOR'S CERTIFICATE

Part of the West Half of the Southeast Quarter and part of the East Half of the Southwest Quarter of Section 25, Township 16 North, Range 1 East in Washington Township, Hendricks County, Indiana being more particularly described as follows:

COMMENCING at an aluminum disk at the Southwest Corner of the West Half of the said Southeast Quarter Section; thence on an assumed bearing of North 88 degrees 02 minutes 27 seconds East along the South Line of the said Southeast Quarter Section a distance of 21.00 feet to the BEGINNING POINT; thence continue North 88 degrees 02 minutes 27 seconds East along the said South Line a distance of 613.96 feet; thence North 07 degrees 24 minutes 54 seconds West a distance of 355.22 feet; thence North 17 degrees 21 minutes 55 seconds West a distance of 68.97 feet; thence North 55 degrees 59 minutes 12 seconds West a distance of 35.29 feet; thence North 72 degrees 34 minutes 35 seconds West a distance of 103.00 feet; thence North 81 degrees 14 minutes 16 seconds West a distance of 136.84 feet; thence North 69 degrees 12 minutes 48 seconds West a distance of 85.61 feet; thence North 33 degrees 13 minutes 24 seconds West a distance of 50.97 feet; thence North 67 degrees 14 minutes 13 seconds West a distance of 113.43 feet; thence North 24 degrees 43 minutes 45 seconds West a distance of 67.70 feet; thence North 24 degrees 36 minutes 36 seconds East a distance of 167.39 feet; thence North 65 degrees 23 minutes 24 seconds West a distance of 54.37 feet; thence North 42 degrees 45 minutes 34 seconds East a distance of 180.96 feet; thence North 38 degrees 21 minutes 01 seconds West a distance of 47.94 feet; thence North 22 degrees 35 minutes 55 seconds West a distance of 85.03 feet; thence South 68 degrees 52 minutes 47 seconds West a distance of 147.11 feet; thence North 22 degrees 35 minutes 55 seconds West a distance of 48.13 feet; thence South 67 degrees 24 minutes 05 seconds West a distance of 197.06 feet; thence North 22 degrees 35 minutes 55 seconds West a distance of 255.00 feet; thence South 67 degrees 24 minutes 05 seconds West a distance of 18.49 feet; thence South 24 degrees 58 minutes 13 seconds West a distance of 181.32 feet; thence South 41 degrees 35 minutes 24 seconds West a distance of 48.17 feet; thence South 88 degrees 54 minutes 15 seconds West a distance of 284.15 feet; thence South 01 degrees 25 minutes 47 seconds East, parallel with the West Line of the East Half of the said Southwest Quarter Section, a distance of 1075.18 feet to the South Line of the said Southwest Quarter Section; thence North 88 degrees 01 minutes 19 seconds East along the South Line of the said Southwest Quarter Section a distance of 202.68 feet to the Southwest Corner of a tract of land per D.B. 339, Pg. 496 in the office of the recorder of Hendricks County, Indiana (the next three (3) described courses being along the west, north and east lines of said tract of land); thence North 01 degrees 07 minutes 54 seconds West, parallel with the East Line of the said Southwest Quarter Section, a distance of 382.00 feet; thence North 88 degrees 01 minutes 19 seconds East, parallel with the South Line of the said Southwest Quarter Section, a distance of 266.00 feet; thence South 01 degrees 07 minutes 54 seconds East, parallel with the East Line of said Southwest Quarter Section, a distance of 134.00 feet to the Northwest Corner of a tract of land per D.B. 310, Pg. 346 in the office of the recorder of Hendricks County, Indiana; thence North 88 degrees 01 minutes 19 seconds East, parallel with the South Line of the said Southwest Quarter Section, and along the north line of said tract of land a distance of 205.00 feet to the West Line of the said Southeast Quarter Section (said point also being the Northwest Corner of a tract of land per D.B. 310, Pg. 344 in the office of the recorder of Hendricks County, Indiana)(the next two (2) described courses being along the north and east lines of said tract of land); thence continue North 88 degrees 01 minutes 19 seconds East a distance of 21.00 feet; thence South 01 degrees 07 minutes 54 seconds East, parallel with the West Line of the said Southeast Quarter Section, a distance of 248.00 feet to the BEGINNING POINT, containing 22.388 acres, more or less.

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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HEATHERMOR, SECTION 1
TO PROVIDE FOR THE ADDITION OF
HEATHERMOR, SECTION 2**

PC5/187 2 ABCDEFG

The undersigned, Heathermor LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in Washington Township, Hendricks County, Indiana, known as Heathermor, Section 1 as delineated on a plat thereof recorded as Instrument No. 200300036620 in Hendricks County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for Heathermor, Section 1, dated July 7, 2003 (the "Declaration"), which Declaration was recorded as Instrument No. 200300036621 in Hendricks County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing Heathermor, Section 2, a subdivision in Washington Township, Hendricks County, Indiana consisting of lots 45 through 111 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

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IN WITNESS WHEREOF, Heathermor LLC has caused this instrument to be executed by its duly authorized representative this 4th day of August, 2004.

Signed and acknowledged
in the presence of:

HEATHERMOR LLC, an Indiana
limited liability company

BY: REPUBLIC DEVELOPMENT LLC,
Managing Member

Kathy Henline
Cary R. Powell

By: *[Signature]*
Lawrence M. Moon
Executive Vice President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 4th day of August, 2004, by Lawrence M. Moon, Executive Vice President of Republic Development LLC, an Ohio limited liability company, Managing Member of HEATHERMOR LLC, an Indiana limited liability company, on behalf of the company.

Kathy Henline
Notary Public
Residing in Sandusky County, OH



KATHY HENLINE
Notary Public, State of Ohio
My Commission Expires 09-18-07

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Exhibit A

LAND DESCRIPTION
HEATHERMOR SECTION 2

Part of the West Half of the Southeast Quarter and part of the East Half of the Southwest Quarter of Section 25, Township 16 North, Range 1 East in Washington Township, Hendricks County, Indiana being more particularly described as follows:

COMMENCING at the Southwest Corner of the West Half of the said Southeast Quarter Section; thence on an assumed bearing of North 88 degrees 02 minutes 27 seconds East along the South Line of the said Southeast Quarter Section a distance of 634.96 feet to the BEGINNING POINT (said point also being the Southeast Corner of Heathermor Section 1, a subdivision in Hendricks County, Indiana the plat of which is recorded as Instrument No. 200300036620 in the office of the recorder of Hendricks County, Indiana)(the next nineteen (19) described courses being along the Easterly Line of said Heathermor Section 1); thence North 07 degrees 24 minutes 54 seconds West a distance of 355.22 feet; thence North 17 degrees 21 minutes 55 seconds West a distance of 68.97 feet; thence North 55 degrees 59 minutes 12 seconds West a distance of 35.29 feet; thence North 72 degrees 34 minutes 35 seconds West a distance of 103.00 feet; thence North 81 degrees 14 minutes 16 seconds West a distance of 136.84 feet; thence North 69 degrees 12 minutes 48 seconds West a distance of 85.61 feet; thence North 33 degrees 13 minutes 24 seconds West a distance of 50.97 feet; thence North 67 degrees 14 minutes 13 seconds West a distance of 113.43 feet; thence North 24 degrees 43 minutes 45 seconds West a distance of 67.70 feet; thence North 24 degrees 36 minutes 36 seconds East a distance of 167.39 feet; thence North 65 degrees 23 minutes 24 seconds West a distance of 54.37 feet; thence North 42 degrees 45 minutes 34 seconds East a distance of 180.96 feet; thence North 38 degrees 21 minutes 01 seconds West a distance of 47.94 feet; thence North 22 degrees 35 minutes 55 seconds West a distance of 85.03 feet; thence South 68 degrees 52 minutes 47 seconds West a distance of 147.11 feet; thence North 22 degrees 35 minutes 55 seconds West a distance of 48.13 feet; thence South 67 degrees 24 minutes 05 seconds West a distance of 197.06 feet; thence North 22 degrees 35 minutes 55 seconds West a distance of 255.00 feet; thence South 67 degrees 24 minutes 05 seconds West a distance of 18.49 feet; thence North 06 degrees 07 minutes 17 seconds West a distance of 107.89 feet; thence North 25 degrees 34 minutes 56 seconds West a distance of 47.44 feet; thence North 09 degrees 40 minutes 06 seconds West a distance of 48.42 feet; thence North 82 degrees 22 minutes 51 seconds East a distance of 204.72 feet to a curve having a radius of 975.00 feet, the radius point of which bears North 82 degrees 22 minutes 51 seconds East; thence Southeasterly along said curve an arc distance of 10.61 feet to a point which bears South 81 degrees 45 minutes 27 seconds West from said radius point; thence North 67 degrees 14 minutes 10 seconds East a distance of 154.32 feet; thence South 87 degrees 25 minutes 47 seconds East a distance of 142.93 feet; thence North 80 degrees 57 minutes 15 seconds East a distance of 65.99 feet;

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thence North 37 degrees 44 minutes 03 seconds East a distance of 53.18 feet; thence South 37 degrees 53 minutes 43 seconds East a distance of 87.63 feet; thence South 23 degrees 26 minutes 23 seconds East a distance of 104.44 feet; thence North 66 degrees 33 minutes 37 seconds East a distance of 120.10 feet to a curve having a radius of 15.00 feet, the radius point of which bears North 23 degrees 26 minutes 23 seconds West; thence Northeasterly along said curve an arc distance of 21.38 feet to a point which bears North 74 degrees 53 minutes 13 seconds East from said radius point; thence North 15 degrees 06 minutes 47 seconds West a distance of 1.06 feet; thence North 74 degrees 53 minutes 13 seconds East a distance of 50.00 feet to a curve having a radius of 225.00 feet, the radius point of which bears North 74 degrees 53 minutes 13 seconds East; thence Southeasterly along said curve an arc distance of 6.01 feet to a point which bears South 73 degrees 21 minutes 20 seconds West from said radius point; thence North 67 degrees 11 minutes 00 seconds East a distance of 152.20 feet; thence South 20 degrees 11 minutes 26 seconds East a distance of 56.70 feet; thence South 59 degrees 23 minutes 16 seconds East a distance of 48.77 feet; thence North 86 degrees 24 minutes 57 seconds East a distance of 31.46 feet; thence South 49 degrees 27 minutes 05 seconds East a distance of 110.62 feet; thence North 35 degrees 54 minutes 22 seconds East a distance of 20.03 feet; thence South 54 degrees 05 minutes 38 seconds East a distance of 50.00 feet; thence South 52 degrees 25 minutes 39 seconds East a distance of 132.28 feet; thence South 26 degrees 46 minutes 10 seconds West a distance of 74.38 feet; thence South 15 degrees 15 minutes 15 seconds West a distance of 68.28 feet; thence South 09 degrees 03 minutes 41 seconds West a distance of 170.00 feet; thence South 01 degrees 33 minutes 28 seconds East a distance of 60.54 feet; thence South 21 degrees 18 minutes 40 seconds East a distance of 61.65 feet; thence South 41 degrees 15 minutes 51 seconds East a distance of 61.65 feet; thence South 59 degrees 08 minutes 03 seconds East a distance of 74.23 feet; thence South 61 degrees 12 minutes 26 seconds East a distance of 85.00 feet; thence South 74 degrees 51 minutes 17 seconds East a distance of 230.35 feet to the East Line of the West Half of the Southeast Quarter of said Section 25; thence South 01 degrees 13 minutes 11 seconds East along the said East Line a distance of 654.29 feet to the Southeast Corner of the West Half of the said Southeast Quarter Section; thence South 88 degrees 02 minutes 27 seconds West along the South Line of the said Southeast Quarter Section a distance of 704.44 feet to the BEGINNING POINT, containing 32.068 acres, more or less.

This land description was prepared and is based exclusively upon record deed information and/ or prior surveys of the subject premises or its parent. For the purposes of the preparation of this description, no survey of the described real estate was performed and no monuments were set.

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