

MARTHA A. WOLKOWSKI
MARION COUNTY CLERK
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SUGGEST TO RECORD OFFICE
FOR TRANSFER



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OCT 01 2003
LAWRENCE TOWNSHIP
ASSESSOR

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LAWRENCE WOODS

PLAT-03-212506

THIS DECLARATION, made on the 22nd day of September, 2003, by DURA BUILDERS, INC., an Indiana corporation, ("Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate, located in Marion County, Indiana, which is more particularly described in Exhibit "A" (hereafter "Property") attached hereto and by this reference made a part hereof, upon which Declarant intends to develop a residential subdivision.

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

ARTICLE I

Name

The subdivision of the Property created by this Declaration shall be known and designated as Lawrence Woods (hereafter "Subdivision").

ARTICLE II

Definitions

The following terms, when used throughout this Declaration, shall have the following meanings and definitions:

Section 2.1 "Articles" means the Articles of Incorporation of the Association (as hereinafter defined) filed, or to be filed, with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 2.2 "Association" means the **LAWRENCE WOODS HOMEOWNERS ASSOCIATION, INC.**, a non-profit corporation, its successors and assigns.

Section 2.3 "Board of Directors" means the Board of Directors of the Association.

Section 2.4 "Builder" means a person or entity engaged in and responsible for the original construction of a residence on a Lot.

Section 2.5 "Common Area" means: (1) those portions of the Property, including improvements thereto, facilities and personal property owned, to-be-owned, leased or to-be-leased by the Association from time to time for the common use, benefit and enjoyment of the Owners (as hereinafter defined), (2) Lake Area, as defined below, and (3) items (if any) deemed Common Area for maintenance purposes only. Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all portions of the Property designated on the Plat (as hereafter defined) as a "Block", "Common Area", "C.A.", "Pond", or such other areas within the Property that are not otherwise identified on the Plat (as hereafter defined) as a lot or street. The Common Area to be conveyed to the Association at the time of conveyance of the first Lot to an Owner is described in the Plat (as hereinafter defined).

Section 2.6 "Common Expenses" shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of all Common Area, and all sums lawfully assessed against the Owners by the Association, and all sums, costs and expenses declared by this Declaration to be Common Expenses.

Section 2.7 "Declarant" means **DURA BUILDERS, INC.**, an Indiana corporation and its successors and assigns.

Section 2.8 "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot or any other portion of the Property.

Section 2.9 "Dwelling Unit" means any single-family residence situated upon a Lot (as hereinafter defined).

Section 2.10 "Lake Area(s)" means any Common Area on which a lake or pond now exists or is later constructed by Declarant and "Lake" means a body of water which now exists or is later constructed by Declarant in a Lake Area.

Section 2.11 "Lot" or "Lots" means, as the context requires, any parcel or parcels of land designated as such upon the Plat (as hereinafter defined) or, after construction, that parcel of land upon which there is constructed a Dwelling Unit that is conveyed to an Owner (as hereinafter defined) by the Declarant. Subject to any necessary approval of the appropriate governmental authority, a "Lot" may contain portions of real estate greater or less than its originally platted

dimensions should the Declarant deem it advisable in order to accommodate the construction of a Dwelling Unit.

Section 2.12 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant.

Section 2.13 "Plat" means the subdivision plats of the Property, which are recorded with the Recorder of the county in which the Property is located, as the same may be hereafter amended or supplemented pursuant to this Declaration.

ARTICLE III

Property Rights, Easements, and Encroachments

Section 3.1 Owners' Easements of Enjoyment of Common Area. Every Owner shall have a nonexclusive right and easement of enjoyment, in common with all Owners, in and to any Common Area, which nonexclusive right and easement or enjoyment shall be appurtenant to and shall pass with title to every Lot (in the form of a right to membership in the Association), subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, by any Owner (i) for any period during which any assessment remains unpaid and (ii) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities, if any, situated upon the Common Area owned by the Association;

(c) The rights of Declarant as provided in this Declaration, as the same may be amended from time to time;

(d) The right of the Association to promulgate reasonable rules and regulations governing the use of the Common Area owned by the Association including, without limitation, parking, swimming, boating, fishing, (including the denial thereof of any such rights) and upon improvements, additions or alterations to the Lots and the Common Area owned by the Association;

(e) The easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area owned by the Association for the benefit of its members;

(f) The right of the Association to mortgage any or all of the Common Area owned by the Association, upon the approval of two-thirds (2/3) of the membership of each class of members of the Association;

(g) If ingress or egress to any Lot is through the Common Area, any conveyance or encumbrance of such Common Area is subject to such Lot Owner's easement for ingress and egress;

(h) The right of the Association to dedicate or transfer all or any part of the Common Area owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members or otherwise allowed pursuant to this Declaration, as amended. No such dedication or transfer, except as allowed pursuant to this Declaration, shall be effective unless there is recorded an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the membership of each class of members of the Association;

(i) All other rights, obligations and duties as set forth in this Declaration, as the same may be from time to time amended or supplemented; and

(j) The right of the Declarant to erect any signs (i) advertising the sale of the Property or any Lot and/or (ii) identifying the Subdivision.

Section 3.2 Delegation of Use. In accordance with the By-Laws and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, and subject to the rights of others as set forth in this Declaration, any Owner may assign his or her right of enjoyment of the Common Area owned by the Association, to family members, guests, tenants or contract purchasers who reside on the Lot.

Section 3.3 Certain Obligations and Access Rights to the Common Area.

(a) Except as otherwise set forth in this Declaration, the Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners as provided herein, of the Common Area owned by the Association and for the maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair.

(b) The Association shall have and is hereby granted a general right of access and easement to all of the Common Area owned by the Association and across the Lots, at reasonable times and at any time in case of emergency, as reasonably required by its officers, directors, employees and their agents and independent contractors, to the full extent necessary or appropriate to perform its obligations and duties as set forth in this Declaration. The easements and rights specified herein also are reserved for the benefit of Declarant so long as Declarant owns any portion of the Property and for so long as Declarant may be liable under any builder's warranty.

Section 3.4 General Drainage, Utility, Sewer and Other Development Easement - The following rights and easements reserved in this Section 3.4 shall not be exercised with respect to a Lot, after the conveyance of such Lot, in a manner that (i) unreasonably and adversely affects any Dwelling Unit or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section 3.4 shall run with the land, and Declarant's right to further alter or grant easements shall automatically terminate and pass to the Association one (1) year after Declarant shall have conveyed the last Lot within the Property:

(a) Declarant hereby reserves unto itself, and unto any public or private utility, a general easement ("General Drainage, Utility, and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area and any Lot, so as to permit Declarant to properly install and allow to be installed and maintained all electrical, telephone, water, gas, and sanitary and storm sewer, to serve any Dwelling Unit constructed on the Property. This General Drainage, Utility, and Sewer Easement shall include all areas of the Property outside any Dwelling Units, with the exception of any areas covered by chimneys, or patios. Improvements or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair or remove any necessary facilities. By virtue hereof, Declarant reserves the right to install a lake(s) or pond(s) on any Common Area. The rights hereunder and easements hereby reserved survive the conveyance, by the Declarant to the Association, of any Common Area. This easement shall be in addition to any easement identified or designated upon a Plat as a drainage, sewer, utility, cable, landscape, sign, transmission, flowage or similar type easement.

(b) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement ("Lake Easement") and right-of-way in and to any Lake Area (s) or areas now or hereafter shown on the Plat as a "Block", "Common Area", "Lake", "Pond", or any other Common Area within the Property used as a water retention or detention area, or on which a Lake now exists or is later constructed, for the purpose of fulfilling any maintenance obligations set forth in this Declaration and/or establishing and maintaining proper surface water drainage throughout the Property, and an easement of ingress and egress through so much of the remainder of the Property as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, which such actions shall include the construction, repair and maintenance of retention and detention ponds or lakes in accordance with the requirements of applicable law and of all governmental agencies having jurisdiction (without undertaking any obligation or duty to exceed such requirements).

(c) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the right and an undefined sign and facilities easement ("Sign and Facilities Easement") to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs advertising the Property or the Lots therein, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property (except

upon any Lot after the first conveyance thereof). Any such signs shall comply with any applicable zoning requirements and the Association shall maintain all such facilities as a part of its Common Area maintenance obligations.

(d) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title and authority to:

(i) Relocate, alter or otherwise change the location of any Drainage, Flowage, Utility, Sewer and Lake, Sign and Facilities Easement, or any facility at any time located therein or thereon;

(ii) Grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress and egress, utility and similar purposes on or within any portion of the Property, for the benefit of the Property or any portion thereof; and,

(iii) Describe more specifically or to change the description of any Drainage, Flowage, Utility, Sewer, Lake, Sign and Facilities Easement or any other easement, license or right-of-way now or hereafter existing on the Property, by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of the County in which the Property is located.

(e) The title of the Association (as to the Common Area owned by the Association during the Development Period) and of any Owner of any Lot shall be subject to the rights and easements reserved herein.

Section 3.5 Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars and ambulances and emergency personnel, public and private, over and upon the Common Area.

Section 3.6 Fee Title to Lot. The fee title to any Lot described as bounded by any street, lane, walkway, park, pond, lake, or any other common property which has not been dedicated or accepted by the public and the fee title to any Lot shown on any Plat as abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to the grantor to be conveyed to the Association for the common enjoyment of all residents in the Subdivision.

Section 3.7 Designated Drainage, Utility, and Sewer Easements. There are strips of ground designated on the Plat as drainage easements, utility easements, sewer easements, sanitary sewer easements and storm sewer easements, or any combination thereof (hereafter collectively "DU&E Easements"), which are hereby reserved to the appropriate governmental entities, public utilities, private utilities and Provider(s) for the installation and maintenance of swales, ditches, pipes, drains, sanitary sewers, manholes, detention and retention areas or other drainage facilities. Purchasers of Lots in this Subdivision shall take title subject to such easements hereby created and subject at all times to the rights of proper authorities to service and

maintain such drainage facilities and easements, and no permanent structure of any kind and no part thereof except fences which do not retard or impede the flow of drainage water and which are approved pursuant to Section 4.2 below, shall be built, erected or maintained on said drainage easements, except by the Declarant or its assigns. It shall be the responsibility of the Association and the Owners of the areas enclosed within such easements to maintain such areas in such condition that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the Owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper governmental agency or department or any private or public utility. All proper governmental agencies or departments and public and private utilities are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the applicable Plat by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat issued by those agencies. Failure to so comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage.

Further, there are easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of other land contained within the Plat, upstream and downstream. It shall be the responsibility of the Association and the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

Section 3.8 Designated Easements for Landscaping, Mounding, Screening and Signage.

Within any strip of ground shown or designated on the Plat as a landscape easement, landscape maintenance easement, landscape maintenance access easement, or by any similar language indicating a landscaping purpose, Declarant hereby reserves unto itself during the Development Period and thereafter unto the Association, the exclusive and sole right to (i) erect signs which advertise the Property or availability of Lots, and/or identify the Subdivision and (ii) install landscaping, mounding, walls, and screening. Notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, signs, fences or other improvements shall be erected or maintained in the area of such easements, except by the Declarant during the Development Period and thereafter by the Association. Furthermore, notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences, structures, signs, or other improvements shall be erected between (i) the area of any such easements and (ii) any perimeter roadway, public highway or right-of-way along the perimeter or boundary of the Property, except by the Declarant.

Section 3.9 Street Dedication. All streets now or hereafter located upon the Property are hereby dedicated to the public.

Section 3.10 Easement Work. Notwithstanding any architectural approval under Section 4.2 below, during the course of any maintenance, service, repair or work upon any easement, the Declarant, the Association, any private utility, any public utility, and/or any governmental entity shall have the right and the authority, without any obligation or liability whatsoever planted, to any owner, to remove, damage, or destroy any fence or other structure or landscaping built, erected, maintained or planted in any easement described in Section 3.7 and Section 3.8 above.

Section 3.11 No Access. There may be strips of ground designated on the Plat as “no access strips”, “no access”, “no access easement”, “no access esmt”, or by other similar language. Vehicular ingress, egress, and traveling and/or the construction of improvements for such ingress, egress and/or traveling, is prohibited on, over, or across any such strips or areas.

Section 3.12 Reservation of Right to Grant Easement. The Declarant hereby reserves the right, in its discretion, to (i) grant easements upon, under, over and across the Property for the benefit of land that is adjacent to the Property and/or (ii) to obtain, for the benefit of the Property, easements upon, under, over and across the real estate that is adjacent to the Property.

ARTICLE IV

Use, Restrictions, and Architectural Control

Section 4.1 Lot Use and Conveyance. All Lots shall be used exclusively for single family detached residential purposes, except that Declarant, during the Development Period, reserves (a) the rights provided in this Declaration respecting the Property generally, and (b) the right to subdivide, dedicate or otherwise convey or designate all or any portion of any one or more Lots which it may own from time to time for recreational or other common uses and benefit of all Owners and other members of the Association. Any Lot or portion thereof so designated for common use shall become part of the Common Area owned by the Association, and reasonable rules and regulations shall be promulgated and enforced with respect thereto so that the use and enjoyment of adjacent Lots by the Owners thereof shall not be unreasonably disturbed. Except as provided in the Declaration, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions and restrictions contained herein.

Section 4.2 Architectural Control. No building, outbuilding, mailbox, fence, satellite dish, pool, wall or other structure, except original construction of Dwelling Units by or on behalf of the Declarant, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein, other than by the Declarant, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, until the end of the Development Period, and thereafter by the Board of Directors of the Association. After the Development Period, the Board of Directors may appoint three (3) or more representatives to an Architectural Control Committee. Any change in the appearance or the color of any part of

the exterior of a residence shall be deemed a change thereto and shall require the approval therefor as above provided. In the event that written approval is not received as required hereunder within thirty (30) days after complete plans and specifications have been submitted, then the request for approval shall be deemed denied.

Every Owner, by the purchase of a Lot, shall be conclusively presumed to have consented to the exercise of discretion by the Declarant, the Board of Directors, and/or the Architectural Control Committee. In any judicial proceeding challenging a determination by the Declarant, Board of Directors, and/or Architectural Control Committee and in any action initiated to enforce this Declaration in which an abuse of discretion by the Declarant, Board of Directors, and/or Architectural Control Committee is raised as defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Declarant, Board of Directors, and/or Architectural Control Committee, could only conclude that such determination constituted an abuse of discretion.

The Declarant, during the Development Period, and thereafter the Board of Directors and/or the Architectural Control Committee, may in its discretion inspect work being performed without the Owner's permission to assure compliance with these restrictions and applicable regulations. All improvements must be constructed as approved and, therefore, must be constructed per the approved plans and in the approved location. If construction of an improvement is not completed within thirty (30) days after approval, then the Declarant, during the Development Period, and thereafter the Board of Directors or the Architectural Control Committee may, in its discretion, withdraw and revoke the approval.

Under no circumstances shall the Declarant, the Board of Directors, and/or the Architectural Control Committee be liable in any way for costs, fees, damages, delays, or any charges or liability whatsoever relating to the approval or disapproval of any plans submitted to it. Under no circumstances shall the Declarant, the Board of Directors, and/or the Architectural Control Committee be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto. Further, the Declarant, the Board of Directors, and/or the Architectural Control Committee make no comment, representation or warranty as (i) to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used and/or (ii) the compliance of any intended improvements with applicable laws, statutes, zoning ordinances, and/or municipal regulations. All parties should seek professional advice, engineering, and inspections on each lot prior to proposing construction.

Section 4.3 Animal Kennels. Animal kennels or quarters that are not connected to a Dwelling Unit are prohibited. Animal quarters or kennels that are to be connected to the Dwelling Unit cannot be constructed until after the Declarant approves them, during the Development Period, and thereafter by the Board of Directors and/or the Architectural Control Committee.

Section 4.4 Animals. No animals shall be kept or maintained on any Lot except domestic, household pets traditionally kept in individual residences throughout the state of

Indiana. No more than two (2) dogs and two (2) cats may concurrently be kept at any one Dwelling Unit or Lot. All such pets shall be kept reasonably confined so as not to become a nuisance. Excessive barking of dogs or vicious animals shall constitute a nuisance and may be ordered by the Association to be removed from the property.

Section 4.5 Development and Sale Period. Nothing contained in this Article IV shall be construed or interpreted to restrict the activities of Declarant or a Builder in connection with the development of the Property and sale of Lots. During the Development Period, Declarant or a Builder shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the Property at any time owned or leased by Declarant or a Builder, as in the sole opinion of Declarant or a Builder may be reasonably required, or convenient or incidental to, the development of the Property and sale of the Lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

Section 4.6 Drains. No house footing drain or roof water drain shall be discharged into the sanitary sewers.

Section 4.7 Electric Bug Killers. Electric bug killers, "zappers", and other similar devices shall not be installed at a location or locations which will result in the operation thereof becoming a nuisance or annoyance to other Owners, and shall be operated only when outside activities require the use thereof and not continuously.

Section 4.8 Fences. No fencing, landscape screening, or walls may be constructed or installed until after architectural approval is obtained from the Declarant, during the Development Period, and thereafter the Board of Directors and/or the Architectural Control Committee. It is the goal to keep all fencing or screening harmonious with the architectural character of the community. No fence or screen will be approved which obstructs necessary sight lines for vehicular traffic. Undue obstruction of views from adjoining properties and amenity areas will be taken into consideration when reviewing fences for approval. No front yard fencing is permitted, except on a Lot on which there is maintained a sales office or model home by Declarant or Builder. If approved by the Declarant, during the Development Period, and thereafter by the Board of Directors and/or the Architectural Control Committee, fences may be privately installed but must be constructed to professional levels of quality, design, material, composition, and color as determined by the Declarant, during the Development Period, and thereafter by the Board of Directors and/or the Architectural Control Committee. Non-professionally installed fences may be inspected by the Declarant, during the Development Period, and thereafter by the Board of Directors and/or the Architectural Control Committee after completion in order to ensure that the fence is of a professional quality, and final approval of such fence shall be deemed withheld until completion of this final review. All fences shall be kept in good repair by the Owner. In general, fences shall be located on the property line, one foot within the property line, or three feet within the property line; provided, however, that no fence shall be located any closer to the front of a Dwelling Unit than six (six) feet behind the line of the face of the Dwelling Unit nearest the front line, not counting patios, terraces, entryways, or steps.

Fences are to be wrought iron, cedar, or treated pine. Front yard fences shall be limited to forty two (42) inches in height and shall be a minimum of 50% open. Fences shall be no greater than six (6) feet in height in all other yards. All wooden fences are to be dog-eared, flattop shadow box style with one (1) inch by six (6) inch vertical boards, and are to remain unpainted. Stockade fences are prohibited. No fence shall be constructed until the Declarant first approves its materials, design, and location, during the Development Period, and thereafter by the Board of Directors and/or the Architectural Control Committee. Walls above grade must be constructed of natural stone, masonry, wood or shadow box fencing. All approvals of landscape screening materials, design, and location shall be on an individual basis.

The exact location, material, color and height of the fence and rendering or photograph thereof shall be submitted to the Declarant, during the Development Period, and thereafter to the Board of Directors and/or the Architectural Control Committee for written approval at least thirty (30) days prior to proposed construction. If however, approval has not been received by applicant in writing within thirty (30) days after submitted, then said request shall be considered DENIED.

Section 4.9 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers out of public view. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

Section 4.10 Home Occupations. No Lot or Dwelling Unit located thereon shall be used for any purpose other than as a single family residence, except a home occupation which is both permitted under the applicable zoning ordinance and which also complies with the following guidelines:

- (a) Any home occupation must be conducted entirely within the residence and conducted solely by a member of the immediate family residing in said Dwelling Unit;
- (b) Any home occupation must be clearly incidental and secondary to the use of the Dwelling Unit for residential purposes;
- (c) There can be no sign or display that will indicate from the exterior of the Dwelling Unit that the Dwelling Unit is being used, in whole or in part, for any purpose other than that of a residential dwelling;
- (d) No commodity can be sold from the Lot or Dwelling Unit located thereon;
- (e) No person can be employed other than a member of the immediate family residing in the Dwelling Unit;
- (f) No manufacturer or assembly operations can be conducted; and
- (g) Customers cannot enter upon the Lot or Dwelling Unit for the purpose of conducting business.

In no event shall the following activities be conducted: child care, barber shop, styling salon, animal hospital, kennel, any form of animal care or treatment such as dog trimming, or any similar activities. The child care prohibition applies to any situation where an Owner is using their Lot to watch children unrelated to that Owner for money or other compensation.

Section 4.11 Lakes, Lake Area(s). Except as otherwise provided, no individual using a Lake, if any, has the right to cross another Lot or trespass upon shoreline not within a Common Area owned by the Association, subject to the rights of the Declarant, the Association, their employees, heirs, successors and assigns as set forth in the Declaration. No one shall do or permit any action or activity which could result in pollution of any Lake, diversion of water, elevation of any Lake level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper Lake management except as provided in the Declaration. No Owner shall pump water out of a Lake. A Lake may not be used for swimming, ice skating, boating, or for any other purpose, except for drainage of the Property, unless expressly and specifically approved by the Board of Directors in writing and allowed by law. Lakes and Lake Areas may or may not exist on the Property, and the reference throughout this Declaration to Lakes and Lake Areas is made in order to address Lakes and Lake Areas, if any, which now exist or are later constructed upon the Property. The installation on the Property of any Lake or Lake Area shall be within the sole discretion of the Declarant, and under no circumstances shall the Declarant be required or obligated to install any Lake or Lake Area. Only the Declarant and the Association shall have the right to store items or develop recreational facilities upon any Common Area owned by the Association adjacent to a Lake.

Section 4.12 Leasing. Any Lot may be leased by its Owner. Any leasee occupying a Dwelling Unit shall be subject to the terms and conditions of this Declaration as if they were the Owner of that Lot.

Section 4.13 Mailboxes. All mailboxes installed upon Lots shall be uniform and shall be of a type, color and manufacture approved by the Declarant during the Development Period and, thereafter, by the Board of Directors and/or the Architectural Control Committee.

Section 4.14 Mini Barns and Outbuildings. Mini barns, outbuildings, and other similar structures that are detached from a Dwelling Unit are prohibited.

Section 4.15 Motor Vehicle Repair. The repair of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any Lot unless entirely within a garage permitted to be constructed per the terms of the Declaration. Any inoperative motor vehicle must be kept within a garage.

Section 4.16 Nuisances. No noxious or offensive activities shall be carried on or be permitted to exist on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance. Any structure or building permitted to be constructed on any Lot by this Declaration, which may be all or in part destroyed by fire, wind, storm or any other reason, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris

accumulated in connection therewith shall be removed within a reasonable time after any such occurrence.

Section 4.17 Outside Burning. No trash, leaves, or other materials shall be burned upon a Lot if smoke therefrom would blow upon any other Lot and, then, only in acceptable incinerators and in compliance with all applicable legal requirements.

Section 4.18 Outside Storage. The use of clotheslines are prohibited. All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept from view of neighboring homes and streets. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. Trash must be stored in enclosed containers.

Section 4.19 Outside Use of Lots. Except in an individual patio area appurtenant to a Dwelling Unit, no planting or gardening shall be done, and no fences, hedges, walls or other improvements shall be erected or maintained upon the Property except such as installed in accordance with the initial construction of the buildings located thereon or as approved by the Declarant, during the Development Period, and thereafter by the Board of Directors and/or the Architectural Control Committee. Above ground swimming pools are prohibited on the Property, except for small removable kiddie pools.

Section 4.20 Permitted Uses. No use shall be made of any Lot except as permitted by the applicable zoning and subdivision control ordinances under which this Property is developed. No construction, significant earth-moving activity or excavation work of any nature may be conducted on any Lot without the prior express approval of the Declarant, during the Development Period, and thereafter by the Board of Directors and/or the Architectural Control Committee.

Section 4.21 Residential Use. Lots may be used only for residential purposes and only for one single-family dwelling, a private garage, and other such outbuildings as are usual and incidental to the use of a residential lot. All lots in this subdivision shall be designated as residential Lots.

Section 4.22 Rules and Regulations. The Board of Directors from time to time may promulgate further rules and regulations concerning the use of Lots and the Common Area owned by the Association. A majority of those Owners voting at a meeting called for the purpose may rescind or modify any rule or regulation adopted by the Board of Directors. Copies of all rules and regulations shall be furnished by the Board to all Owners, at the Owner's last known address, prior to the time when the same shall become effective. The Association shall have current copies of the Declaration, Articles and By-Laws, and other rules concerning the Property as well as its own books, records and financial statements available for inspection by Dwelling Unit Owners or by holders, insurers and guarantors of first mortgages, that are secured by Dwelling Units in the Property. These documents shall be available during normal business hours or under other reasonable circumstances.

Section 4.23 Semi-tractor trucks, trailers, etc. No semi-tractor trucks, semi-trucks, semi-tractor trailers, recreational vehicles, boats, campers, mobile homes, motor homes, disabled vehicles, and/or trailers shall be permitted to park on the Property or a Lot unless fully enclosed in a garage, or unless the same is necessary and incident to the Declarant's, Builder's or Association's business on the Property. No motor vehicle shall be parked or stored on any Lot except in a garage or driveway. Parked or stored motor vehicles in Lot yards or other non-paved areas are strictly prohibited. No more than two (2) motor vehicles may be parked in a driveway at any one time.

Section 4.24 Septic Systems. No septic tank, absorption field, or any other on-site sewage disposal system, other than a lateral main connected to a sanitary sewage collection system, shall be installed or maintained on any Lot.

Section 4.25 Sign Limitations. No sign of any kind, other than those installed by Declarant, the Association, or a Builder, may be displayed to public view on any Lot, except that one sign with an area of not more than six (6) feet may be displayed with the purpose of advertising the Lot for sale.

Section 4.26 Storage Tanks. All above or below ground storage tanks, with the exception of gas storage tanks used solely in connection with gas grills for the purpose of grilling or cooking food, shall be, and hereby are, prohibited.

Section 4.27 Temporary Structures and Outbuildings. No structure of a temporary character, such as a tent or shack shall be erected, placed, or altered upon any Lot for use as a residence either temporarily or permanently, or at any time be used for such purpose.

Section 4.28 Unsightly Growth. In order to maintain the standards of the Property, no grass exceeding six (6) inches in height, weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant or the Association to cut grass/weeds or clear the refuse from the Property at the expense of the Owner, and there shall be a lien against said Lot for the expense thereof, which lien shall be due and payable immediately. If such lien is not promptly paid, the Association or the Declarant may file suit and recover such amount together with reasonable attorneys fees and costs of collection.

Section 4.29 Lawn Ornaments. All lawn ornaments (e.g. gazing balls) are prohibited unless expressly approved by the Declarant until the end of the Development Period, and thereafter by the Board of Directors and/or Architectural Control Board.

Section 4.30 Satellite Dishes. No satellite dish may be constructed or installed until after architectural approval is obtained from the Declarant, during the Development Period, and thereafter the Board of Directors and/or the Architectural Control Committee. No satellite dish shall be approved that exceeds thirty (30) inches in diameter, or that does not meet applicable Federal Communications Commission (FCC) standards applicable.

ARTICLE V

Association Membership, Voting Rights, Board of Directors, and Professional Management

Section 5.1 Membership. Initially, the person(s) who serve as incorporator(s) of the Association shall be the member(s) (the "Initial Member(s)"). The Initial Member(s) shall remain member(s) of the Association until the Association Articles of Incorporation are accepted by the Indiana Secretary of State, at which time the Initial Member(s) shall cease to be member(s) unless they also qualify as Class A or Class B members. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Apart from the Initial Member(s), a membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 5.2 Classes of Membership and Voting Rights. The Association shall have the following two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned. For purposes of this calculation, it shall be assumed that Declarant owns all Lots, which number shall be reduced as Lots are conveyed by the Declarant to an Owner. The Class B Membership shall cease and be converted to a Class A Membership on the happening of either of the following events, whichever occurs earlier:

- (i) December 31, 2012; or
- (ii) When the total number of votes outstanding in the Class A Membership is equal to the total number of votes outstanding in the Class B Membership; provided, however, that the Class B Membership shall recommence in the event that the Declarant subsequently records a plat of part of or all of the Property and, by virtue thereof, total number of votes outstanding in the Class A Membership is no longer equal to or greater than the total number of votes outstanding in the Class B Membership; or
- (iii) The date on which the Class B Member agrees in writing to the cessation and conversion of the Class B membership.

Section 5.3 Board of Directors. The Board of Directors of the Association shall be appointed and/or elected as prescribed by the Association's Articles and By-Laws. The Board of

Directors shall manage the affairs of the Association. Directors need not be members of the Association.

Section 5.4 Professional Management. The Association may, in its sole and subjective discretion, engage or employ a professional manager or management company, possessing experience in the management of homeowners associations, to assist the Board of Directors in the management and administration of the Association. No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days or less.

Section 5.5 Fulfillment of Commitments. Notwithstanding the cessation of the Class B membership and the turnover of the Association, and notwithstanding the conveyance of any Common Area by the Declarant to the Association, the Declarant reserves the right to enter upon any Lots and/or Common Areas for the purpose of complying with any written or unwritten commitments extended to any municipality or zoning jurisdiction in connection with any zoning approvals, plat approvals, variance approvals, special use or exception approvals, and/or any other approvals granted by such municipality or zoning jurisdiction.

ARTICLE VI

Covenant for Maintenance Assessments

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot in the Subdivision, except the Declarant or Builder, 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:

- (a) Regular Yearly Assessments (for maintenance, repairs and ordinary operating expenses, including Common Expenses); and
- (b) Special Assessments for capital improvements and operating deficits and for special maintenance or repairs as provided in this Declaration; and
- (c) One-Time Assessment for purposes specified below.

Assessments against a Lot shall commence to accrue from the date each Lot is conveyed by the Declarant to an Owner and shall be collected as hereinafter provided. All such assessments, together with prejudgment interest at eight percent (8%) per annum, costs and reasonable attorneys' fees, shall be a charge on the land 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 attorneys' 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 such Owner's successors in title unless

expressly assumed by them. No charge or assessment shall ever be levied by the Association against the Declarant or Builder.

Section 6.2 Purpose of Regular Yearly Assessments. The Regular Yearly Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the recreation, health, safety and welfare of the residents in the Property, for the improvement, maintenance and repair of the Common Area, for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. As and if necessary, a portion of the Regular Yearly Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Area, and other capital improvements which the Association is required to maintain.

Section 6.3 Maximum Regular Yearly Assessments.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Regular Yearly Assessment on any Lot shall be Three Hundred Fifty Dollars (\$350.00) per Lot per year. The Regular Yearly Assessment provided for herein shall commence for each Lot on the date of conveyance of such Lot to an Owner, which assessment shall be pro-rated according to the number of days remaining in the calendar year of the conveyance. For every year thereafter a conveyance of a Lot, the Owner shall pay the Regular Yearly Assessment in full.

(b) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year not more than twenty percent (20%) above the maximum Regular Yearly Assessment for the previous year, without a vote of the membership. In addition, upon the employment and engagement by the Association of a professional manager or management company to assist the Board of Directors in the management and administration of the Association, there shall immediately and automatically, without a vote of membership, be added to the regular annual assessment the cost of such professional management.

(c) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year by more than twenty percent (20%) above the maximum Regular Yearly Assessment for the previous year, by a vote of two-thirds (2/3) of the votes entitled to be cast by members who cast votes in person or by proxy at a meeting duly called for this purpose.

(d) The Board of Directors from time to time may fix the Regular Yearly Assessment, without any vote of the membership, at any amount not in excess of the maximum.

Section 6.4 Special Assessments for Capital Improvements and Operating Deficits. In addition to the Regular Yearly Assessments authorized above, the Association may levy 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 any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may from time to time incur, provided that any such assessment shall have the

approval of two-thirds (2/3) of the votes entitled to be cast by those members who cast votes in person or by proxy at a meeting duly called for this purpose.

Section 6.5 One-Time Assessment. Upon the closing of the initial conveyance of each Lot by Declarant, the purchaser of such Lot shall pay to the Association, in addition to any other amounts then owed or due to the Association, as a contribution to its working capital and start-up fund, an amount of Two Hundred Dollars (\$200.00), which payment shall be non-refundable and shall not be considered as an advance payment of any assessment or other charge owed the Association with respect to such Lot. Such working capital and start-up fund shall be held and used by the Association for payment of, or reimbursement to Declarant for advances made to pay, expenses of the Association for its early period of operation of the Association and the Property, to enable the Association to have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary by the Board of Directors.

Section 6.6 Quorum. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all 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 Members or of proxies entitled to cast sixty percent (60%) of the total number of votes entitled to be cast (Class A and Class B votes combined) 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 6.7 Uniform Rate of Assessment. Regular Yearly Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all Lots, except that Declarant and any individual or entity purchasing a Lot or Lots solely for the purpose of construction of a for-sale Dwelling Unit thereon (a "Builder") shall pay only twenty-five percent (25%) of the Regular Yearly Assessments and Special Assessments so long as any Dwelling Unit constructed upon a Lot by Declarant or Builder has not been conveyed to an Owner intending to occupy or rent said Dwelling Unit as a residence or leased to an individual or entity for use as a residence.

Section 6.8 Date of Commencement of Yearly Assessments; Due Dates. The Regular Yearly Assessment provided for herein shall commence as to each Lot within a recorded Plat on the first day of the first month following the recording of such Plat. The Board of Directors shall fix any increase in the amount of the yearly assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Yearly Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection period (i.e., annual, monthly, lump-sum or otherwise) for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association

regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 6.9 Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established therefor pursuant to this Declaration, then the entire unpaid assessment (together with interest thereon, costs and attorneys' fees as provided in this Declaration) shall become delinquent and shall constitute a continuing lien on the Lot to which such assessment relates, binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall not pass to such Owner's successors in title unless expressly assumed by them. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. In such event, there shall be added to the amount of such assessment the costs and attorney's fees 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, costs of the action and reasonable attorneys' fees to be fixed by the court. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area owned by the Association or abandonment of his Lot.

Section 6.10 Subordination of the Lien to Mortgages; Sale or Transfer. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, and, except as hereinabove provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from the Association, issued pursuant to this Declaration, as to whether or not such assessments have been paid.

ARTICLE VII

Maintenance, Repairs and Replacements

Section 7.1 By Owners. Except as specifically provided in this Declaration, each Owner shall furnish and be responsible for the maintenance of all portions of his Lot. All fixtures and equipment installed within or as part of the Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Lot upon which said Dwelling Unit is located, shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his Lot and Dwelling Unit which, if neglected, might adversely affect any other Lot or Dwelling Unit or any part of the Common Area owned by the

Association. Such maintenance and repairs include, but are not limited to, all exterior surface, siding, roof, gutters, internal water lines, plumbing, electric lines gas lines, appliances, and all other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to his Dwelling Unit or Lot.

Section 7.2 Common Properties and Lawns by the Association.

(a) The Association, as part of its duties, and as part of the Common Expenses, shall provide for:

(i) Maintenance of the Common Area. Maintenance of the Common Area shall include, but shall not be limited to, fertilizing, treating any Lakes, mowing and replanting when necessary of the grass and trees and maintenance of any other improvement within the Common Area;

(ii) Maintenance of the entry signs, permanent subdivision identification sign, and landscaping installed by the Declarant in any Common Area, or any Landscape Easement, Landscape Maintenance Easement, Landscape Maintenance Access Easement or similar easement;

(iii) The maintenance of any street lights which are installed by Declarant and which are not located upon any Lot; and,

(iv) The maintenance of any brick surface installed by Declarant on any internal street or entryway.

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only) as it deems necessary.

(b) Notwithstanding any obligation or duty of the Association to repair or maintain any of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only), if, due to the willful, intentional or negligent acts or omissions of an Owner or a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Area owned by the Association (or any items deemed as such for purposes of maintenance only), or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Lot is subject.

(c) The authorized representatives of the Association, the Board of Directors and the Managing Agent for the Association (if any) are hereby granted an easement for access upon and to any Lot as may be required in connection with maintenance only, repairs or replacements of or to the Common Area owned by the Association or any items deemed as Common Area for purposes of maintenance only, including, but not limited to, access to any easements reserved by any Plat of any portion of the Property for such purposes.

ARTICLE VIII

Insurance

Section 8.1 Liability Insurance. The Association shall purchase a master comprehensive general liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive general liability insurance policy shall cover the Association, its Board of Directors, any committee or organ of the Association or Board of Directors, all persons acting or who may come to act as agents, or employees of any of the foregoing with respect to the Association. It shall also cover all Common Area owned by the Associations, public ways and any other areas under the Association's control or supervision. The premiums for all such liability policies shall be a Common Expense.

Section 8.2 Fidelity Bonds. The Association shall have blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The Association bonds shall name the Association as the obligee and the premium shall be paid as a Common Expense by the Association. Any management agent that handles funds for the Association shall be covered by its own fidelity bond, which must provide the same coverage required of the Association. The Association shall be named as an additional obligee in the management agent's bond. The fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. In addition, the fidelity bond coverage must at least equal one (1) years' assessments on all Dwelling Units in the Property, plus the Association's reserve funds. If available, the fidelity bonds must include a provision that calls for ten (10) days' written notice to the Association or insurance trustee before the bond can be canceled or substantially modified for any reason.

Section 8.3 Miscellaneous Insurance Provisions. The Association shall obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of the Association, its Board of Directors and any managing agent acting on behalf of the Association. The premiums for all such insurance coverage shall be a Common Expense.

Section 8.4 Casualty and Restoration. Damage to or destruction of any Common Area actually owned by the Association due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. The same obligation shall apply to an Owner, and not the Association, for damage or destruction to the Owner's Dwelling Unit. For purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding of the damaged property to as near as possible the same condition as it existed immediately prior to the damage or destruction, with the same or a similar type of architecture.

Section 8.5 Insufficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area actually owned by the Association or any improvements damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a Special Assessment against all Lots for such deficiency.

Section 8.6 Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Property. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against any Owner for committing willful or malicious damage.

ARTICLE IX

Mortgages

Section 9.1 Mortgagee Rights. In addition to any other rights provided elsewhere in this Declaration to mortgagees, any lender or lenders holding a first mortgage or first mortgages upon any Lot or Lots, jointly or singly, may pay any real estate taxes or other taxes or charges which are in default and which may or have become a charge or lien against any Common Area owned by the Association or any other property owned by the Association; and may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any policies for any such property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this Section shall be entitled to immediate reimbursement therefor from the Association along with any costs incurred, including reasonable attorneys' fees.

Section 9.2 Notice to Mortgagees. The Association, upon request, shall provide to any lender holding a first mortgage upon any Lot, a written certificate or notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-Laws or any other applicable documents, which default has not been cured within sixty (60) days. A reasonable charge may be made by the Association for the issuance of any such certificate or notice, and any such certificate properly executed by an officer of the Association shall be binding upon the Association, as provided in this Declaration.

Section 9.3 Condemnation and Insurance Awards. No provisions of this Declaration, or any amendment thereto, shall give an Owner, or any other party, priority over any rights of the first mortgagee of a Lot pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area property.

Section 9.4 Right of First Refusal. The Association DOES NOT have the "right of first refusal" to purchase any Dwelling Unit. Any right of "right of first refusal" subsequently granted to the Association through amendment of the Declaration, Association Articles, Association By-Laws or any other document governing the development and administration of the Properties must receive the prior written approval of the Federal Housing Administration or Secretary of the Department of Housing and Urban Development. Any "right of first refusal" subsequently added in the Declaration, Association Articles, Association By-Laws or any other document governing the development and administration of the Property must not impair the rights of a first mortgagee to:

(a) Foreclose or take title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgage;

(b) Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or

(c) Sell or lease a unit acquired by the mortgagee.

Section 9.5 Unpaid Dues or Charges. Any first mortgagee who obtains title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgage or through foreclosure, will not be liable for the Dwelling Unit's unpaid dues or charges accrued before the acquisition of the title to the Dwelling Unit by the mortgagee.

ARTICLE X

General Provisions

Section 10.1 Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the Association or any Owner and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 10.2 Severability and Waiver. The Declaration shall be enforceable to the fullest extent permitted at law or in equity. Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.

Section 10.3 Assignment. Declarant may at any time assign some or all of its rights and obligations under this Declaration. Such assignment shall be effective after it is executed and recorded by Declarant with the Recorder of the County in which the Property is located. After such assignment is recorded with the Recorder of the County in which the Property is located, Declarant shall have no further obligations or liabilities under the Declaration with respect to the rights or obligations assigned.

Section 10.4 Amendment. This Declaration and the covenants, conditions and restrictions set forth in this Declaration, as from time to time amended in the manner hereafter set forth, shall run with the land and shall be binding upon the persons owning

any portion of the Property and all parties closing under them. This Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of the County in which the Property is located, approved and signed by at least seventy-five percent (75%) of the then Owners. Provided, however, that none of the easements, rights, or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Except as prohibited in the paragraph immediately below, the Declarant reserves the right and power to amend this Declaration without the approval of the Owners: (i) to correct or clarify the legal description of the Property or the Additional Real Estate; (ii) to correct clerical or typographical errors; (iii) to make nominal changes in the Declaration; (iv) to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution (including 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 agency); or (v) to the extent necessary to enable the Declarant to meet any other reasonable need or requirement, including those associated with the completion of the development of the Property and to facilitate the making or marketing of first mortgages upon any lots. Any amendment must be recorded.

Neither the Association, the Owners or Declarant shall effect any of the following changes without the prior written approval of two-thirds (2/3) of the Owners of Lots (excluding Declarant or Builder):

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned directly or indirectly by the Association for the benefit of the Owners of the Dwelling Units. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area owned by the Association by the Dwelling Unit Owners is not a transfer in the meaning of this clause;

(b) Fail to maintain fire and extended coverage on insurable Common Area owned by the Association on a current replacement cost basis in an amount at least one hundred percent (100%) of the insurable value (based on current replacement costs);

(c) Use hazard insurance proceeds for losses to any Common Area owned by the Association for other than the repair, replacement, or reconstruction of the Common Area owned by the Association.

Section 10.5 HUD Amendment Approval. All other provisions of the Declaration, Association Articles, Association By-Laws or any other document governing the development and administration of the Property notwithstanding, so long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or Secretary of the Department of Housing and Urban Development:

- (a) Annexation of additional properties other than the Additional Real Estate;
- (b) Dedication or Mortgaging of Common Area; and

(c) Amendment of the Declaration of Covenants, Conditions and Restrictions.

Section 10.6 Condemnation, Destruction or Liquidation. The Association shall be designated to represent the Owners in any proceedings, negotiations, settlements or agreements for the handling of any losses or proceeds from condemnation, destruction or liquidation of all or a part of the Common Area owned by the Association, or from the termination of the development. Each Dwelling Unit Owner, by his acceptance of a deed, appoints the Association as his attorney-in-fact for this purpose. Proceeds from the settlement will be payable to the Association for the benefit of the Dwelling Unit Owners and their mortgage holders. Any distribution of funds in connection with the termination of this development shall be made on a reasonable and an equitable basis.

IN WITNESS WHEREOF, DURA BUILDERS, INC., an Indiana corporation, has caused this Declaration to be executed as of the date first written above.

DURA BUILDERS, INC.
an Indiana corporation

By: [Signature]
Paul Shoopman, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared *Paul Shoopman*, the President of Dura Builders, Inc., an Indiana corporation, and having been duly sworn, acknowledged execution of this Declaration of Covenants, Conditions and Restrictions of the Lawrence Woods Subdivision.

Witness my hand and Notarial Seal this 22nd day of SEPTEMBER, 2003.

My Commission Expires:
4/23/09

Residing in Hendricks County



CRAIG H. LINTNER
Res. of Hendricks Co.
Comm. Exp. 04-23-09

Notary Public

[Signature]

Printed Name
CRAIG H. LINTNER

Prepared By: Brian Giffin, 5740 Decatur Boulevard, Indianapolis, Indiana 46241

" EXHIBIT A "

I, the undersigned Registered Land Surveyor, hereby certify to the best of my information, knowledge and belief, that the included plat correctly represents a survey performed under my direction during October 2002 of the following described real estate:

Warranty Deed Instrument No. 99-238143

Part of Section 22, Township 17 North, Range 5 East in Marion County, Indiana, being more particularly described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of said Section 22; thence South 00 degrees 05 minutes West (Assumed Bearing) along the East line thereof a distance of 2629.12 feet to the Northeast Corner of the Southeast Quarter of said Section 22; thence South 89 degrees 23 minutes 28 seconds West along the North line of the said Southeast Quarter Section a distance of 2004.24 feet to the Northeast Corner of the West Half of the West Half of the said Southeast Quarter Section and the Beginning Point; thence South 00 degrees 07 minutes 09 seconds West along the East line of the West Half of the Southeast Quarter Section a distance of 2622.11 feet to the Southeast Corner of the West Half of the West Half of the Southeast Quarter Section; thence South 89 degrees 36 minutes 24 seconds West along the South Line of the said Southeast Quarter Section a distance of 668.62 feet to the Southwest Corner of the said Southeast Quarter Section; thence North 00 degrees 07 minutes 54 seconds East along the West Line of the said Southeast Quarter Section a distance of 2619.60 feet to the South Line of Admiral's Landing, Section 2, a subdivision in Marion County, Indiana, the plat of which is recorded as Instrument Number 88-108802 in the Office of the Recorder of Marion County, Indiana (the next three (3) described courses being along the said South Line); thence North 89 degrees 23 minutes 28 second East a distance of 180.91 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 21.12 feet; thence North 90 degrees 00 minutes 00 second East a distance of 130.00 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 19.74 feet to the North line of the said Southeast Quarter Section; thence North 89 degrees 23 minutes 28 seconds East along the said North line a distance of 357.26 feet to the Beginning Point, containing 40.271 acres, more or less.

THE ABOVE-DESCRIBED REAL ESTATE WAS FOUND BY THIS SURVEY TO BE DESCRIBED AS FOLLOWS:

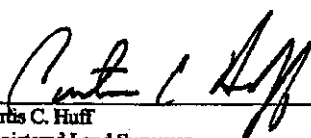
A part of Section 22, Township 17 North, Range 5 East, Marion County, Indiana, more particularly described as follows:

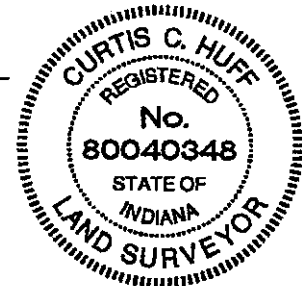
Commencing at the Northeast corner of the Northeast Quarter of said Section 22; thence South 00 degrees 00 minutes 05 seconds East (assumed bearing) along the East line thereof a distance of 2,629.12 feet to the Northeast corner of the Southeast Quarter of said Section 22; thence South 89 degrees 18 minutes 31 seconds West along the North line of the said Southeast Quarter Section a distance of 2,003.97 feet to the Northeast corner of the West Half of the West Half of the Southeast Quarter of said Section 22 and the POINT OF BEGINNING of this description; thence South 00 degrees 02 minutes 20 seconds West along the East line of said Half 2,622.04 feet to the Southeast corner of said Half; thence South 89 degrees 31 minutes 27 seconds West along the South line of said Half 668.54 feet to the Southwest corner of the Southeast Quarter Section; thence North 00 degrees 03 minutes 05 seconds East along the West line of said Quarter Section 2,619.53 feet to the Northwest corner of said Quarter Section and the South line of Admiral's Landing, Section 2, a subdivision of Marion County, Indiana, the plat of which is recorded as Instrument Number 88-108802 in the Office of the Recorder, Marion County, Indiana; thence along the South line of Admiral's Landing, Section 2, by the next three (3) calls; 1) North 89 degrees 18 minutes 31 seconds East 180.81 feet; 2) North 00 degrees 04 minutes 57 seconds West 21.12 feet; 3) North 89 degrees 55 minutes 03 seconds East 130.00 feet to the West line of Crystal Pointe, Section 4, a subdivision of Marion County, Indiana, the plat of which is recorded as Instrument Number 96-89983 in said Recorder's Office; thence South 00 degrees 04 minutes 57 seconds East 19.74 feet to the North line of said Quarter Section; thence North 89 degrees 18 minutes 31 seconds East along said North line 357.17 feet to the point of beginning, containing 40.265 acres, more or less.

I further certify that the building(s) on the above-described real estate are located on and within the boundaries of said premises and that the building(s) located on the adjoining property do not encroach upon said real estate, except as indicated.

This is to certify that the subject property is not located in a Special Flood Hazard Zone A as said tract plots by scale on Community Panel No. 180160 0089 E of the Flood Insurance Rate Maps dated January 5, 2001.

Certified: October 23, 2002


Curtis C. Huff
Registered Land Surveyor
No. 80040348



S:\44855\Legal\TSFormat10-18-02.rtf
October 18, 2002
Revised October 23, 2002
MEB(R) RJC(F)

5

1

MARTHA A. WICKACKS
MARION COUNTY RECORDER

**FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LAWRENCE WOODS**

28305 APR 21 06

NOTARY PUBLIC
SUBJECT TO FINANCIAL ACCEPTANCE
TRANSFER

THIS FIRST AMENDMENT ("First Amendment") is made as of this 29th day of March, 2006, by KB HOME Indiana Inc., a Delaware corporation ("KB").

- A. KB is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions of Lawrence Woods (the "Property") dated September 22nd, 2003 and recorded on October 7th, 2003, as Instrument Number #2003-0212505, in the Office of the Recorder of Marion County, Indiana (the "Declaration").
- B. KB wishes to modify the restrictions involving any fencing erected on home Lots within the property.

Agreement

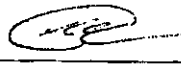
NOW THEREFORE, in consideration of the foregoing Recitals and pursuant to the terms of the Declaration, KB hereby agrees and declares as follows:

- A. Section 4.8 should be amended as follows

The text sentence "Fences are to be wrought iron, cedar or treated pine" shall be deleted and replaced in its entirety with "Fences are to be wrought iron, cedar, treated pine, or PVC"

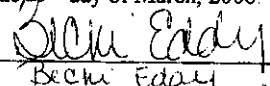
IN WITNESS WHEREOF, KB HOME Indiana Inc., by its Director of Land Acquisition and Planning has executed this Amendment as of the day and year first hereinafter set forth.

KB HOME Indiana Inc.

BY: 
Craig H. Lintner, Director
Land Acquisition and Planning

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Craig H. Lintner, Director, Land Acquisition and Planning, who acknowledged the execution of the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Lawrence Woods for and on behalf of said Company, and who, having been duly sworn, stated that any representations contained herein are true.

Witness my hand and Notarial Seal this 29th day of March, 2006.

Becki Eddy, Notary Public
Resident of Green County, Indiana
My Commission Expires: May 7, 2008

THIS INSTRUMENT PREPARED BY:
Brian Giffin, 5740 Decatur Boulevard, Indianapolis, Indiana 46241

RECEIVED

NOV 27 2006

①
Ks

**METROPOLITAN DEVELOPMENT
FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF LAWRENCE WOODS**

THIS FIRST AMENDMENT ("First Amendment") is made as of this 21st day of November, 2006, by DURA BUILDERS INC., an Indiana corporation and wholly owned subsidiary of KB HOME Indiana Inc., a Delaware corporation ("KB").

- A. KB is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions of Lawrence Woods (the "Property") dated September 22nd, 2003 and recorded on October 7th, 2003, as Instrument Number #2003-0212505; in the Office of the Recorder of Marion County, Indiana (the "Declaration").
- B. KB wishes to modify the restrictions involving any fencing erected on home Lots within the property.

Agreement

NOW THEREFORE, in consideration of the foregoing Recitals and pursuant to the terms of the Declaration, KB hereby agrees and declares as follows:

- A. Section 4.8 should be amended as follows

The text sentence "Fences are to be wrought iron, cedar or treated pine" shall be deleted and replaced in its entirety with "Fences are to be wrought iron, cedar, treated pine, or PVC"

IN WITNESS WHEREOF, KB HOME Indiana Inc., by its Land Development Manager has executed this Amendment as of the day and year first hereinafter set forth.

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

GREG FULK

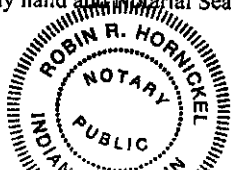
KB HOME Indiana Inc.

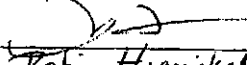
BY: 
Gregory A. Fulk
Manager, Land Development

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Gregory A. Fulk, Manager, Land Development, who acknowledged the execution of the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Lawrence Woods for and on behalf of said Company, and who, having been duly sworn, stated that any representations contained herein are true.

Witness my hand and Notarial Seal this 21st day of November, 2006.



, Notary Public
Resident of MARION County, Indiana
My Commission Expires: 5-24-09

THIS INSTRUMENT PREPARED BY:
Brian Cliffin, 5740 Decatur Boulevard, Indianapolis, Indiana 46241

FILED
NOV 27 2006
LAWRENCE TOWNSHIP ASSESSOR

11/27/06 09:13PM MARION COUNTY RECORDER
Inst # 2006-0178723
JAN 12:00 PAGES 1

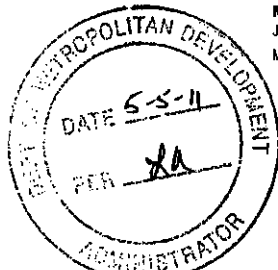


Pages: 6
Fee: \$29.50
By: SLC

A201100040562

May 09, 2011 3:00 PM
Julie L. Voorhes,
Marion County Recorder

6
SC



BILLIE J. BREAUX
MARION COUNTY RECORDER
667932 APR 29 2011
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

Cross-Reference: 2003-212505

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LAWRENCE WOODS

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Lawrence Woods was executed as of the date set forth below.

WITNESSETH:

WHEREAS, the Lawrence Woods subdivision located in Marion County was established by a certain Declaration of Covenants, Conditions and Restrictions which was recorded on October 7, 2003, as Instrument No. 2003-212505, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Plats filed with the Office of the Recorder of Marion County, Indiana established the Lots and Common Areas comprising said subdivision; and

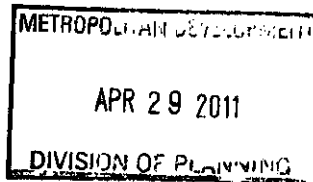
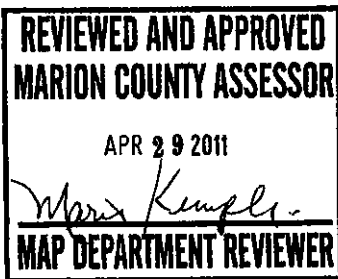
WHEREAS, the Board of Directors of the Lawrence Woods Homeowners Association, Inc. (Association) recommended that the original provision in the Declaration of Covenants that prohibits mini barns and outbuildings be amended as set forth below; and

WHEREAS, the Owners of more than seventy-five percent (75%) of the total number of Lots in Lawrence Woods approved this amendment to the Declaration; and

WHEREAS, the written approvals of the Owners are a part of the permanent records of the Association; and

WHEREAS, unless otherwise stated herein, all terms used in this Amendment shall have the same meanings as given to such terms in Article II of the Declaration of Covenants.

NOW, THEREFORE, the Declaration which is applicable to all Owners and residents within Lawrence Woods is hereby amended as follows:



1. Article IV, Section 4.14 of the Declaration of Covenants is deleted and replaced by the following:

Section 4.14. Mini Barns and Outbuildings. Mini barns, outbuildings and other similar structures are subject to the terms and conditions of Article XI below.

2. A new Article XI (including Sections 11.1 through 11.12) is added to the end of the Declaration of Covenants to read as follows:

ARTICLE XI

Storage Shed (Outbuilding) Guidelines and Specifications

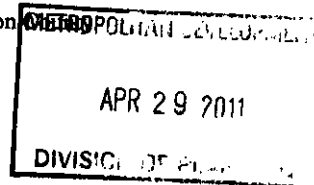
Section 11.1. Generally. As required in Article IV, Section 4.2 above, all architectural changes to a Lot must be approved in advance by the Board of Directors. The storage shed (outbuilding) guidelines and specifications included in this Article XI provide Owners wishing to build storage outbuildings the standards by which the Architectural Control Committee (ACC) will consider an application before making any recommendations to the Board. Because of the unique nature of each Lot, each application will be considered individually.

Outbuildings are visible to the general public, affect the relationships between neighbors, and impact our community appearance, and, as such, a failure to adhere to the guidelines can adversely affect our community. It is the Owner's responsibility to ensure that his or her outbuilding complies with the following provisions regarding initial construction, use, and on-going maintenance. Failure to comply will result in corrective action taken by the Board of Directors as outlined in other provisions of this Declaration.

These Guidelines and Specifications in no way replace the building codes and ordinances of City of Indianapolis and/or Marion County, which, when applicable, supersede these guidelines. It is the Owner's responsibility to ensure that any structure complies with local building codes and that all necessary permits are obtained. Lawrence Woods ACC and Board of Directors approval does not warrant or imply compliance with any local building code and/or other government requirement.

Section 11.2. Application Requirements. For consideration, all outbuilding applications must include the following:

- a. Detailed architectural drawings for the outbuilding; pictures of proposed outbuilding.
- b. List of materials/colors for the foundation, framing, exterior cladding and roof
- c. Lot survey showing proposed outbuilding placement in relation to building lines and primary residence
- d. Any permits required by City of Indianapolis and/or Marion County



Section 11.3. Quantity. A maximum of one outbuilding per lot will be approved. Outbuildings are any structure or building consisting of four or more walls with or without a roof, that is separate from the main structure (home) on a Lot used for entertainment, aesthetics, or used to store tools, equipment, chemicals, building materials, or any item used in conjunction with the main structure on the Lot, business, or any other structure, device, or property. These include sheds, greenhouses, play houses, and any free standing structure.

Section 11.4. Use. The use of outbuildings is subject to the following:

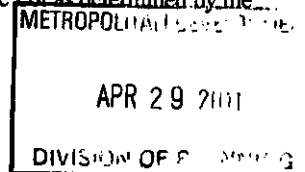
- a. Outbuildings may only be used to store the personal property of the homeowner; pets do not constitute personal property
- b. Outbuildings may not, under any circumstances, be used as living space of any kind (i.e. Animals and/or People)
- c. No items may be stored outside of, or attached to the exterior of, the outbuilding (Exception: Hose reels and decorative flower boxes)
- d. Outbuilding doors must remain closed and latched when not in use

Section 11.5. Location.

- a. Outbuildings must be located to respect the "visual rights" and aesthetic interests of neighbors; since each lot is unique, outbuilding location will be approved on a case-by-case basis
- b. In general, outbuildings should be located towards the rear of the property and visibility from the front of the home and the street should be limited. Outbuilding locations will be reviewed on a case by case basis by the ACC
- c. Outbuildings must be located within building setback lines as specified by city of Indianapolis and/or Marion County
- d. Outbuildings shall not be placed in any easements
- e. A 5' rear yard setback, 3' side lot set back and placement of a minimum of 8' from the residence
- f. Property lines are to be located by the owner prior to onsite inspection by ACC
- g. Outbuilding footprint cannot exceed more than 35% of the Lot area
- h. Outbuilding shall not be attached to the primary residence

Section 11.6. Screening.

- a. Depending on the outbuilding's visual impact, the ACC may require landscape screening
- b. Landscape screening (i.e. trees and shrubs) may need to be provided on the rear as well as the side elevation closest to the nearest Lot line
- c. Outbuildings may be exempt from landscape screening with the presence of a perimeter fence along the entire property line of the Lot as determined by the ACC.



Section 11.7. Size.

- a. The maximum footprint of an outbuilding is 144 square feet (i.e. 12' x 12')
- b. The minimum footprint of an outbuilding is 24 square feet (i.e. 6' x 4')
- c. In all cases, the maximum height of an outbuilding at its highest point may not exceed 12 feet

Section 11.8. Structure.

- a. Outbuildings must be constructed atop concrete slab foundations or rested atop concrete block foundations; in all cases, the foundation supports must not be visible above the ground level
- b. Properties that required grade build up to provide level ground shall have decorative block walls. Grade build up shall not exceed 18"
- c. All outbuildings shall be ventilated
- d. Roof slope must be pitched; flat roofs or gambrel will not be approved
- e. Doors are required; lean-to construction will not be approved
- f. All support, floor framing, decking and sill plates shall be pressure treated lumber

Section 11.9. Materials.

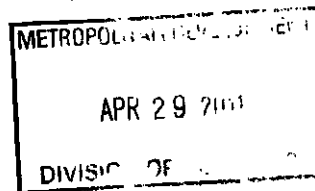
- a. Permitted building materials include lumber for the interior framing and either T-111 siding, vinyl siding or cement board for the exterior cladding; no plastic, rubber, fiberglass, particle board or metal outbuildings are allowed
- b. Exterior grade plywood beneath cladding and for roof to be primed on both sides
- c. Exterior walls and trim of the outbuilding must match the exterior walls and trim of the primary residence in color
- d. Roofs shall be shingled and must match the primary residence in color and style
- e. Windows and shutters, if present, must match the appearance of the primary residence

Section 11.10. Utilities.

- a. Any utilities servicing the outbuilding must be underground
- b. Exterior lighting may be permitted but is subject to the ACC. Location and lighting will need to be monitored as not to disturb neighboring properties.
- c. Interior lighting must remain off when the storage outbuilding is not in use

Section 11.11. Maintenance.

- a. All outbuildings must be maintained to the same standards as the primary residence



- b. Owners are responsible for the maintenance of the outbuilding and any landscaping included in the initial request which was approved by the ACC.
- c. Maintenance includes, but is not limited to:
 - Maintaining a consistent architectural design with the primary residence
 - Repair of any broken doors or windows
 - Regular painting of exterior cladding and trim (if applicable)

Section 11.12. Under-Deck Outbuildings. An under-deck storage outbuilding is allowed provided that the outbuilding is fully enclosed such that items stored under the deck cannot be seen; lattice may not be used to enclose the underside of a deck for storage

3. Except for the above amendments, all other provisions of the Declaration of Covenants shall remain unchanged and in full force and effect.

4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any one Lot shall constitute a ratification of this Amendment, together with the Declaration, and all such provisions shall be covenants running with the land and shall bind any person having at any time having any interest or estate in a Lot or the West Wayne Woods subdivision as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

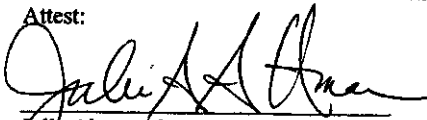
5. Certification. The undersigned persons hereby represent and certify that all requirements for and conditions precedent to the Amendment of the Declaration have been fulfilled and satisfied.

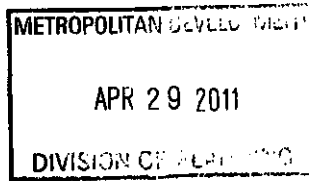
Executed this 18 day of April, 2011.

Lawrence Woods Homeowners Association, Inc., by:


Warren Barnes, President

Attest:


Julie Altman, Secretary



STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a notary public, in and for said County and State, personally appeared Warren Barnes and Julie Altman, the President and Secretary, respectively, of Lawrence Woods Homeowners Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the certifications and representations made therein are true. Witness my hand and notarial seal this 10th day of April, 2011.



Ellen Johnson
Notary Public - Signature

Ellen Johnson
Printed

My Commission Expires:
03.10

Residence County: Hamilton

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law."
P. Thomas Murray, Jr., Esq.

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.

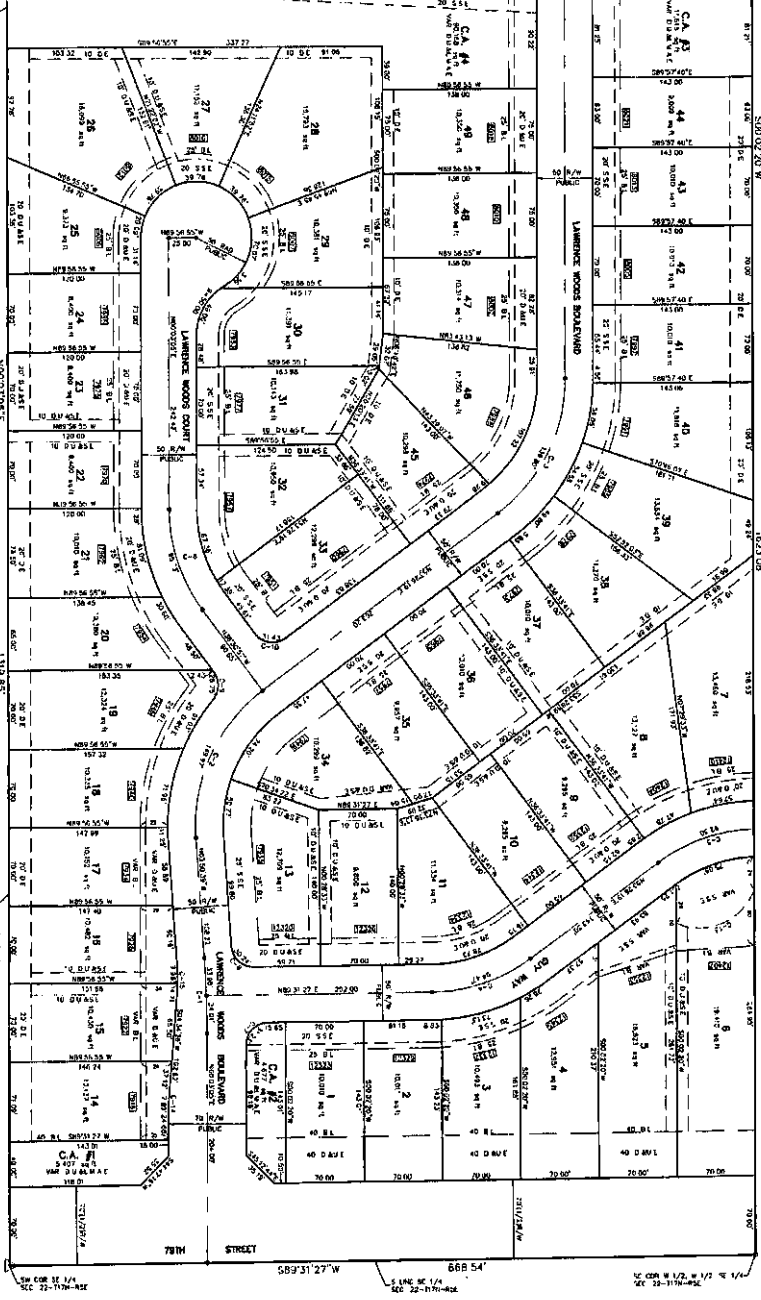
THIS INSTRUMENT REQUIRED BY
 RECORDING ACT, IN ASSOCIATION
 WITH THE STATE OF INDIANA
 PUBLIC ACT 231-19-10-1
 RECORDED 10/25/02

93409 07-18
 10/25/02

LAWRENCE WOODS SECTION 1

MARION COUNTY RECORDER
 2002-0212008
 RECORDED 10/25/02

RECORDS SET ACCORD
 10/25/02 7 AM 5:30
 MARION COUNTY RECORDER



FINAL PLAT 2002-PLT-071
 LAWRENCE WOODS, SECTION 1



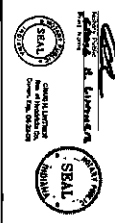
CONSULTING ENGINEERS - LAND SURVEYORS
 (317) 949-5935 1-800-728-6917 FAX (317) 840-8942

NO.	DATE	REVISIONS

STATE OF INDIANA
 COUNTY OF MARION
 I, **ROBERT A. LUBOWSKI**, County Clerk,
 do hereby certify that the foregoing is a true and correct copy of the original as the same appears on file in my office.

ROBERT A. LUBOWSKI
 County Clerk
 MARION COUNTY

2002 OCT 25 10 25 AM
 MARION COUNTY RECORDER



PREPARED FOR
DURA DEVELOPMENT COMPANY
 INDIANAPOLIS



**CONSULTING ENGINEERS
LAND SURVEYORS**

9940 Allisonville Rd. • Fishers, IN 46038
(317) 849-5935 • 1-800-728-6917 • FAX: (317) 849-5942
DIR: 44855 X-FILE: 4485551 SUB-FILE: PLAT-CORRECTION

MARTHA A. WOMACKS
698720 NOV 10 8
DUE TO BE FILED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

FILED
NOV 10 2003
LAWRENCE TOWNSHIP
ASSESSOR

3
M

JOB ID _____

CONTROL # 44855

Surveyor Correction

I, the undersigned Registered Land Surveyor, hereby certify that the plat of Lawrence Woods Section 1, recorded as Instrument No. 2003-0212506 in the Office of the Recorder of Marion County, Indiana, contains an error in the easement designations. In addition to being designated as "sanitary sewer easement" they should have included a designation of "**drainage, utility & sewer easement**". Also, the "sanitary sewer easement" for lot number 33 is shown as a "25' sanitary sewer easement" but was labeled as a "20' sanitary sewer easement". This easement should be designated as a "**25' drainage, utility & sanitary sewer easement**". The location for the later corrections are shown on page two (2) of this instrument.

Witness my signature this 10th day of November, 2003.

Dennis D. Olmstead
Registered Land Surveyor
No. 900012



STATE OF INDIANA)
)SS
COUNTY OF MARION)

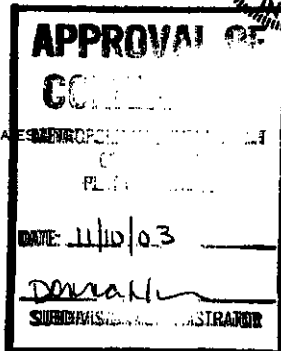
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared for Stoepelwerth & Associates, Inc. Dennis D. Olmstead who acknowledge the execution of the foregoing instrument as his voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and notarial seal, this 10th day of November, 2003.

Notary Public
MARY E. BREDLAU
Printed Name of Notary Public



My Commission expires: 09/09/2006
My County of residence: HAMILTON



THIS INSTRUMENT PREPARED BY STOEPELWERTH & ASSOCIATES, INC. OF FISHERS, INDIANA
DENNIS D. OLNSTEAD

11/10/03 09:36AM MARION COUNTY RECORDER
Inst # 2003-0240957
NLN 15:00 PAGES: 3



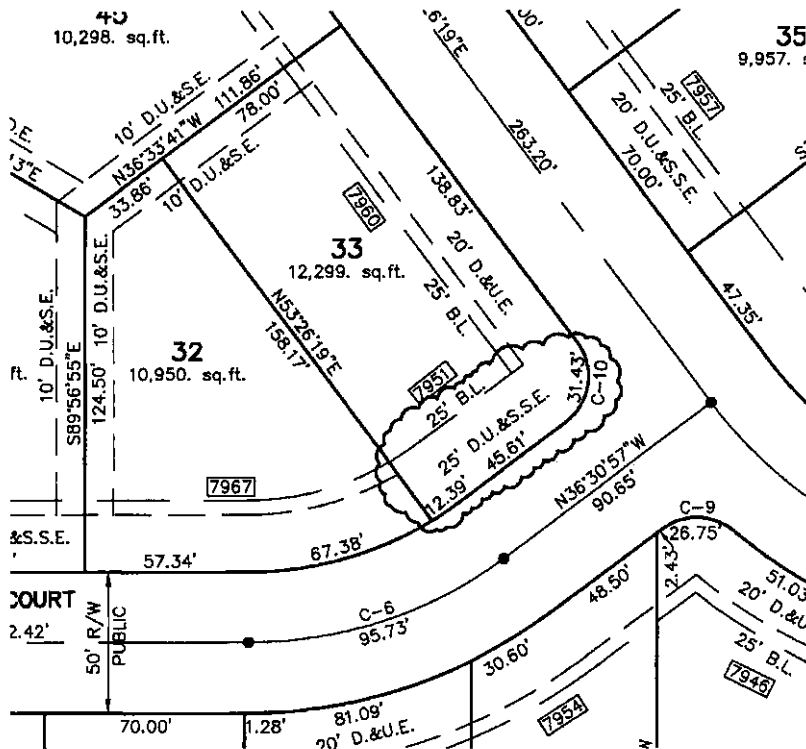
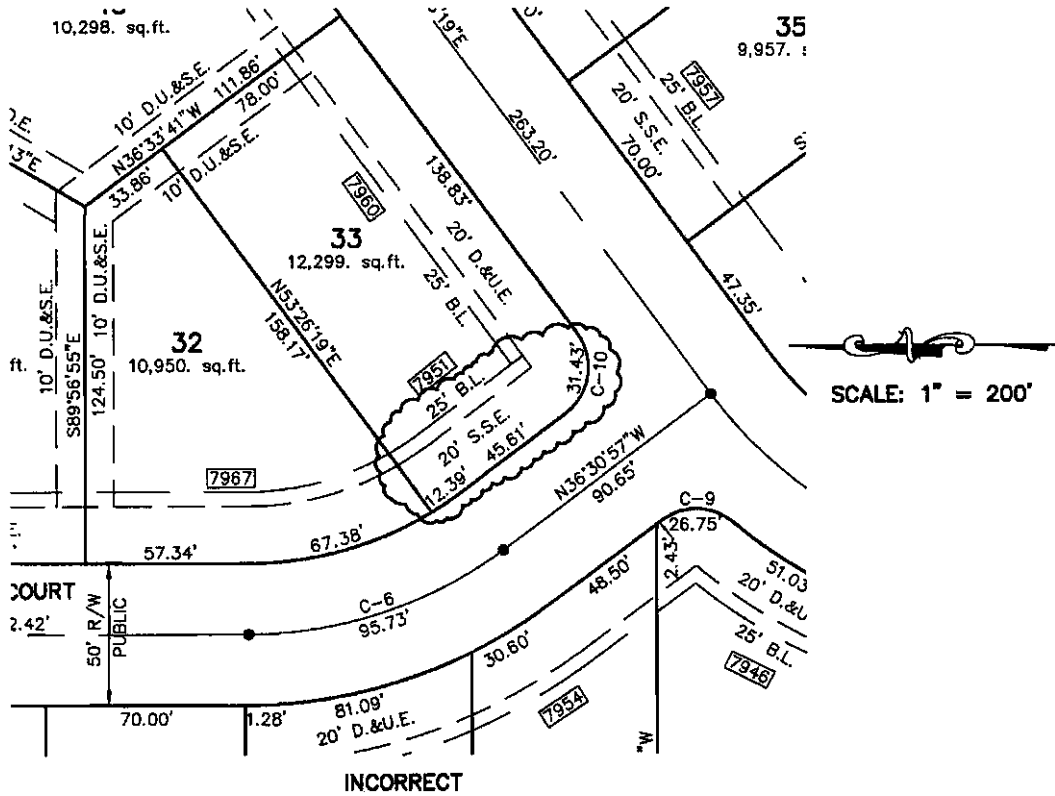
CONSULTING ENGINEERS LAND SURVEYORS

9940 Allisonville Rd. - Fishers, IN 46038
(317) 849-5935 • 1-800-728-6917 • FAX: (317) 849-5942

DR: 29750 X-FILE: 2975053 SUB-FILE: PLAT-CORRECTION1

JOB ID _____

CONTROL # 44855



921-1828



CONSULTING ENGINEERS
LAND SURVEYORS

R.M. Stoepfelwerth, PE, PLS • David J. Stoepfelwerth, PE, PLS • Curtis C. Huff, PLS • Dennis D. Olmstead, PLS • Jeffery W. Doyling, PLS

November 5, 2003

Lawrence Utilities
9001 East 59th Street
Suite 200
Lawrence, Indiana 46216

Attention: Scott Salsbery

Re: Lawrence Woods, Section 1

Dear Mr. Salsbery:

I am writing this letter to inform you of a mistake that was inadvertently made when recording the Plat for Lawrence Woods, Section 1: All of the easements encompassing the sanitary sewer lines were recorded as S.S.E. (Exclusive Sanitary Sewer Easements). We would like to change these easements to be D.U. & S.S.E. (Drainage, Utility, & Sanitary Sewer Easement)

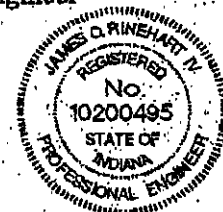
If this is acceptable I would appreciate it if you would sign the line provided below.

If you have any questions or concerns please feel free to contact me at (317) 577-3400, ext. 34.

Very truly yours,

STOEPPELWERTH & ASSOCIATES, INC.

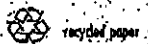
James O. Rinehart IV
Professional Engineer
No. 10200495



Scott Salsbery

Date 11/6/03

S/4485581/Agency



BY INSTRUMENT RECORDED BY
PROBATIONER'S OFFICE
STATE OF INDIANA
COUNTY OF MARSHALL
BOOK 307, PAGE 427
DATE 03/27/04

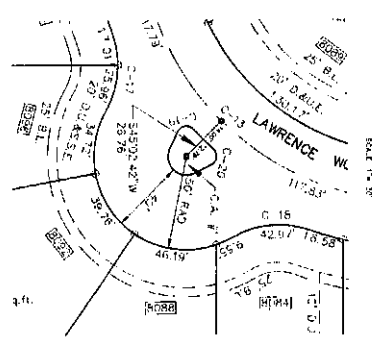
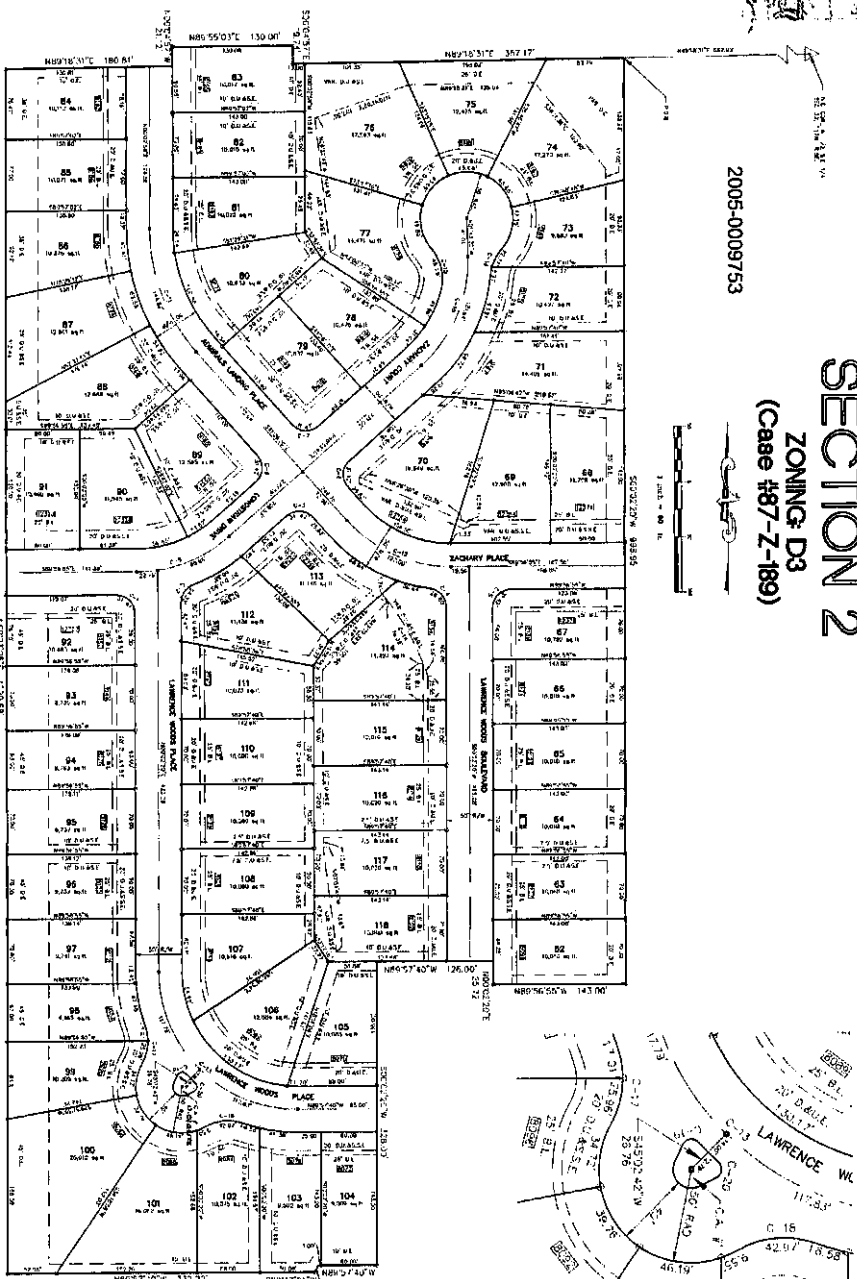
2005-0009753

1. The proposed subdivision is for the purpose of subdividing the land into lots for the purpose of...
2. The proposed subdivision is for the purpose of subdividing the land into lots for the purpose of...
3. The proposed subdivision is for the purpose of subdividing the land into lots for the purpose of...
4. The proposed subdivision is for the purpose of subdividing the land into lots for the purpose of...
5. The proposed subdivision is for the purpose of subdividing the land into lots for the purpose of...
6. The proposed subdivision is for the purpose of subdividing the land into lots for the purpose of...
7. The proposed subdivision is for the purpose of subdividing the land into lots for the purpose of...
8. The proposed subdivision is for the purpose of subdividing the land into lots for the purpose of...
9. The proposed subdivision is for the purpose of subdividing the land into lots for the purpose of...
10. The proposed subdivision is for the purpose of subdividing the land into lots for the purpose of...



SECTION 2
LAWRENCE WOODS
ZONING D3
(Case #87-Z-189)

LAWRENCE WOODS SECTION 2 ZONING D3 (Case #87-Z-189)



CHURCH TABLE

CHURCH	REMARKS	CHURCH	REMARKS
C-1	11.47	C-1	11.47
C-2	11.47	C-2	11.47
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C-5	11.47	C-5	11.47
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C-9	11.47	C-9	11.47
C-10	11.47	C-10	11.47
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C-118	11.47	C-118	11.47
C-119	11.47	C-119	11.47
C-120	11.47	C-120	11.47



FILED
JUN 18 2005

APPROVED FOR
LAWRENCE WOODS ASSessor

FILED
JUN 28 2005

FINAL PLAT 2003-PLT-079
LAWRENCE WOODS, SECTION 2



CONSULTING ENGINEERS - LAND SURVEYORS
(317) 842-5935 1-800-728-0917 FAX (317) 842-5942

CERTIFIED: 01/26/04

NO.	DATE	BY	REVISIONS
1	01/26/04	JAN	ISSUED FOR PERMITS
2	02/10/04	JAN	REVISIONS
3	02/10/04	JAN	REVISIONS
4	02/10/04	JAN	REVISIONS
5	02/10/04	JAN	REVISIONS
6	02/10/04	JAN	REVISIONS
7	02/10/04	JAN	REVISIONS
8	02/10/04	JAN	REVISIONS
9	02/10/04	JAN	REVISIONS
10	02/10/04	JAN	REVISIONS

PREPARED FOR
DURA DEVELOPMENT COMPANY
INDIANAPOLIS, INDIANA



CONSULTING ENGINEERS
LAND SURVEYORS

9940 Allisonville Rd. - Fishers, IN 46038
(317) 849-5935 • 1-800-728-6917 • FAX: (317) 849-5942
DIR: 2648552 X-FILE: 2648552 SUB-FILE: CORRECTION

FILED
JUN 29 2000
LAWRENCE TOWNSHIP
ASSESSOR

3

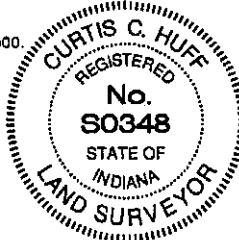
JOB ID _____
CONTROL # 264855

Surveyor Correction

I, the undersigned Registered Land Surveyor, hereby certify that the plat of Lawrence Lakes, Section 2, recorded as Instrument Number 990209219 in the office of the recorder of Marion County, Indiana contains an error with an easement. The incorrect information is shown on sheet no. 2 and the correct information is shown on sheet no. 3.

Witness my signature this 22nd day of May, 2000.

Curtis C. Huff
Curtis C. Huff
Registered Land Surveyor
No. 50348



STATE OF INDIANA)
)SS
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared for Stoepelwerth & Associates, Inc. Curtis C. Huff who acknowledge the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and notarial seal, this 23rd day of June 2000.

Nancy Brown
Notary Public
NANCY BROWN
Printed Name of Notary Public



My Commission expires: 6-9-2008
My County of residence: Marion

6-29-00
Charles D. Pechette
Charles D. Pechette

Owner:
Lots 73, 76, 78, 79, 80, 81
Founders Development Corp.

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared for Founders Development Corp. Charles D. Pechette who acknowledge the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and notarial seal, this 2nd day of June, 2000.

Nancy Brown
Notary Public
NANCY BROWN
Printed Name of Notary Public



My Commission expires: 6-9-2000
My County of residence: Marion

Owner:
Lots 71, 74, 75, 77, 78
Crossmann Communities, Inc.
Richard H. Crosser
Richard H. Crosser

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared for Crossmann Communities Inc. Richard H. Crosser who acknowledge the execution of the foregoing instrument as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and notarial seal, this 24th day of May, 2000.

Shirley S. White
Notary Public
Shirley S. White
Printed Name of Notary Public



My Commission expires: May 21, 2004
My County of residence: Hendricks

06/29/00 03:40 PM MARION COUNTY RECORDER
Inst # 2000-0102971
MARION COUNTY AUDITOR
MARTHA A. WOMACKS
330592 JUN 29 2000
SUBJECT: MARION COUNTY

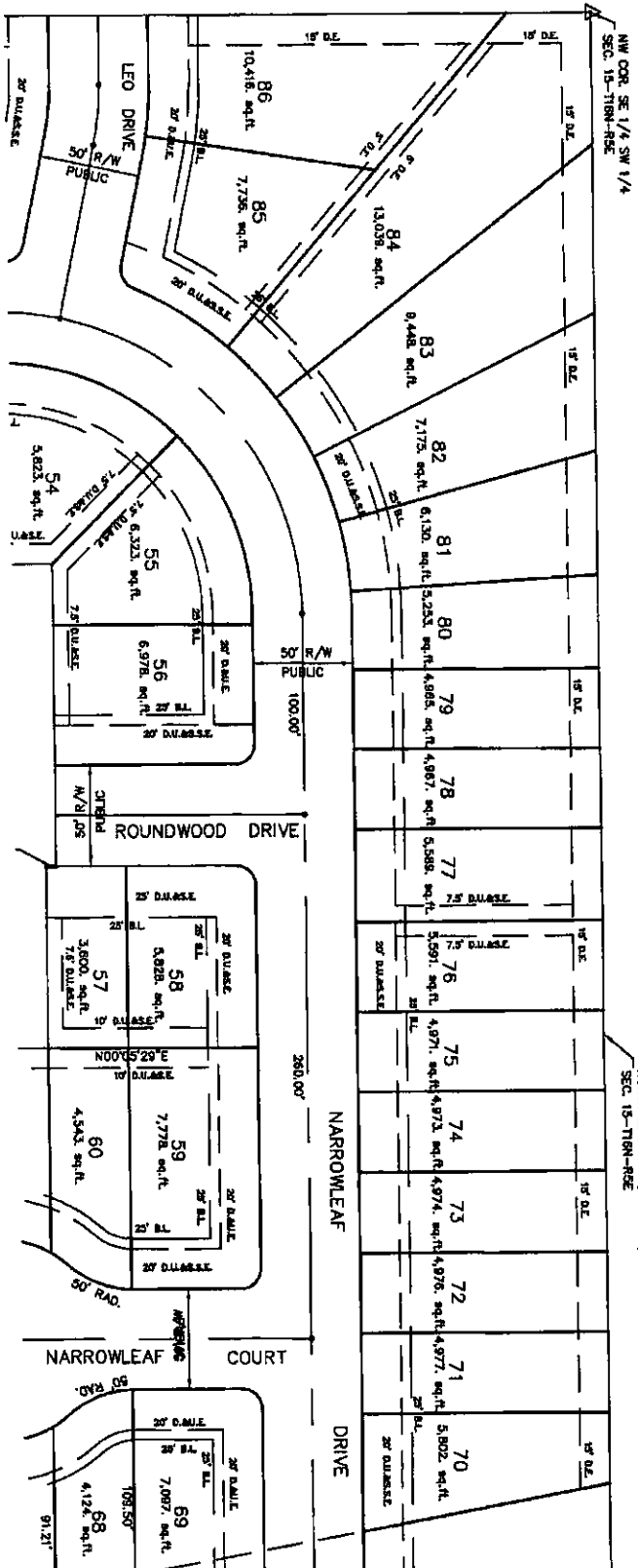


**CONSULTING ENGINEERS
LAND SURVEYORS**

9940 Allisonville Rd. • Fishers, IN 46038
(317) 849-5935 • 1-800-728-6917 • FAX: (317) 849-5842
DIR: 26485S2 X-FILE: 26485S2 SUB-FILE: CORRECTION

JOB ID _____

CONTROL # 26485S2



SCALE: 1" = 70'

BRUCE & VIVEN HAINES
MST #93-3072

NORTH LINE S.E. 1/4 SW. 1/4
SEC. 15-T16N-R5E

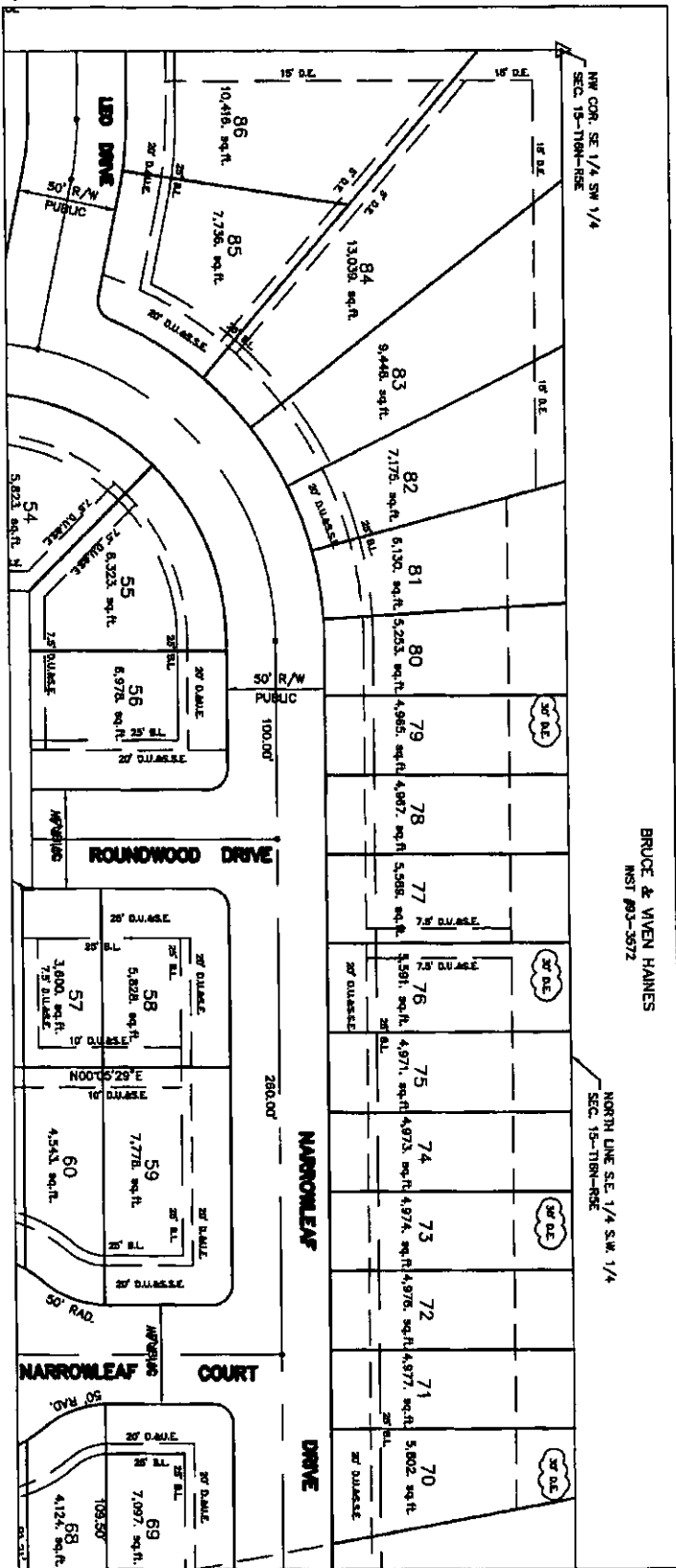
INCORRECT



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 DIR: 26485S2 X-FILE: 26485S2 SUB-FILE: CORRECTION

JOB ID _____

CONTROL # 26485S2



SCALE: 1" = 70'

CORRECT