

Mary S. Clarke
RECORDER HAMILTON CO., IN

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DECLARATION OF RESTRICTIONS

THIS DECLARATION made this 9th day of August, 1995 by Plum Creek Development Company, LLC. (hereinafter referred to as the "Developer" as the term applies solely to the subdivision to be known as Lynnwood).

WITNESSETH:

WHEREAS, The Plum Creek Development Company, LLC. is the owner of the lands contained in the area shown on Exhibit "A". Said Exhibit "A" attached hereto and made a part hereof, which lands will be subdivided and known collectively as Lynnwood, (hereinafter referred to as the "Development"), and will be more particularly described on the plats of the various sections thereof recorded and to be recorded in the office of the Recorder of Hamilton County, Indiana and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions, and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and compliment of the lots and lands in the Development and the future owners thereof:

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

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

A. "Committee" shall mean the Lynnwood Development Control Committee composed of three members appointed by the Developer who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Developer. The Developer may, at its sole option, at any time hereafter relinquish to the Association the power to appoint and remove one or more members of the committee.

B. "Association" shall mean the Lynnwood Property Owners Association, Inc. a not-for-profit corporation, the membership and powers of which are more fully described in Paragraph 10 of this Declaration.

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C. "Lot" shall mean any parcel of real estate excluding common areas, whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Hamilton County, Indiana.

D. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing, signed with respect to the Developer or the Association, by the President or a Vice President thereof, and with respect to the Committee, by two members thereof.

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

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every lot in the Development, unless it is otherwise designated by the Developer, is a residential lot and shall be used exclusively for single-family residential purposes. No structures shall be erected, placed or permitted to remain upon any of said residential lots except a single-family dwelling house.

B. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Committee and such decisions shall be binding on all parties. The foregoing is subject to the rules, regulations and ordinances of the City of Carmel and of its building commissioners.

C. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record appearing on the recorded plat of the subdivision, on recorded easements, rights-of-ways, and also to all governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, or garages shall be as specified in the recorded plats of the various sections of the Development. Basements shall not be included in the computation of the minimum living area.

B. Residential Set-Back Requirements.

(i) In General. Unless otherwise provided in these Restrictions or on the record plat, no dwelling house or above-grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.

(ii) Front Yards. The front building set-back lines shall be the designated number of feet from the right-of-way of the road upon which the lot abuts as set forth upon the plats of the Development.

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The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Developer, who shall be entitled to three (3) votes for each lot owned and three (3) votes for each one-fifth (1/5th) acre of land contained within any portion of the Real Estate which has not been platted as a residential subdivision at any time, on all matters requiring a vote of the members of the Corporation. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) On the date the Developer sells the last lot which it owns in the Development, and the Developer no longer owns any lots or land in the Development; or

(b) On January 1, 2002.

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

D. Professional Management. No contract or agreement for professional management of 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 without any termination fee by written notice of ninety (90) days or less.

E. Responsibilities of the Association.

(i) The Association shall procure and maintain liability insurance (including director's and officer's insurance) and such other insurance as it deems necessary or advisable.

(ii) The Association may contract for such service as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable.

(iii) The Association shall maintain in a neat, clean, presentable and safe condition any recreational facilities which may be installed by Declarant or by the Association to the extent such facilities are within the Development.

(iv) The Association shall maintain and repair any and all common areas as shown on the various plats of Lynnwood including any lakes, retention ponds, landscaping, lighting facilities or entry way structures which may be installed by the Developer or the Association within the common areas or within any landscaping easements which may appear within the various plats of Lynnwood. The Association may require those lots owners adjacent to any lake to maintain the area extending from such lot to the lake between such lot and the water surface of the lake per Paragraph 3.J.(1).

11. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot in the subdivision, except the Developer, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges pro-rated from the date of title transfer; and (2) special assessments for capital

improvements and operating deficits; such assessments to be established and collected as hereinafter provided. The annual special assessments, together with interest, cost, 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 his successors in title unless expressly assumed by them. No charge or assessment shall ever be levied by the Association against the Developer.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the properties and other purposes as specifically provided herein.

C. Special Assessments for Capital Improvements and Operating Deficits. In addition to the annual assessments authorized above, the Association may levy a special assessment 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 for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

D. Notice and Quorum for Any Action Authorized Under Section C and D. Written notice of any meeting called for the purpose of taking any action authorized under Section C and D 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 all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

E. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence for each lot on the date of conveyance to the owner by deed or on the date the owner signs a land contract to purchase a lot. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments 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 shall be established by the Board of Directors.

F. Effect of Non-Payment of Assessments: Remedies of the Association. Any charge levied or assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full and shall also be a personal obligation of the owner or owners of that lot at the time the charge fell due. Such charge shall bear interest at the rate of twelve percent (12%) per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount

owing in any court of competent jurisdiction. The owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or costs, including attorneys' fees, incurred by the Association in collecting the same. Every owner of a lot in the Development and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this subparagraph of the Restrictions.

The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

G. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not effect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof. Provided, however, 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.

H. Suspension of Privileges of Membership. Notwithstanding any other provisions contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights if any, and the services to be provided by the Association, of any member or associate member (i) for any period during which any of the Association's charges or any fines assessed under these Restrictions owed by the member or associate member remains unpaid, (ii) during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association; and (iii) during the period of any violation of the Articles of Incorporation, By-Laws or regulations of the Association.

12. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing wither to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by

INSTR. # 9546838

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 9th day of August, 1995.

PLUM CREEK DEVELOPMENT COMPANY, LLC.

An Indiana Limited Liability Corporation

By: [Signature]
Corby D. Thompson, Chief Operating Officer

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me, a Notary Public in and for said County and State, personally appeared Corby D. Thompson, President of Dominion Development Co., Inc., a Member of Plum Creek Development Company, LLC., an Indiana Limited Liability Corporation, who acknowledged the execution of the above and foregoing for and on behalf of said Corporation, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 9th day of August, 1995.

[Signature]
Donna Hansen
Notary Public

My Commission Expires:

May 19, 1999

HAMILTON
My county of Residence

This Instrument was prepared by Corby D. Thompson

INSTR # 95112070

Exhibit "A"

Part of the Northwest Quarter of Section Thirty-four (34) in Township Eighteen (18) North, Range Four (4) East in Hamilton County, Indiana, described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 34; thence North 89 degrees 53 minutes 43 seconds West (assumed bearing) along the North line of the Northwest Quarter of said Section 34 a distance of 158.81 feet to the POINT OF BEGINNING; thence continuing North 89 degrees 53 minutes 43 seconds West along said north line a distance of 325.06 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 279.50 feet; thence South 19 degrees 00 minutes 00 seconds West a distance of 281.40 feet; thence South 12 degrees 23 minutes 01 seconds West a distance of 62.26 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 223.94 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 60.00 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 422.94 feet; thence North 86 degrees 00 minutes 00 seconds West a distance of 285.70 feet; thence North 74 degrees 04 minutes 53 seconds West a distance of 301.40 feet; thence South 00 degrees 08 minutes 48 seconds West a distance of 1216.87 feet to a point on the North line of Northwood Hills, First Section, the plat of which was recorded November 14, 1955 in Plat Book 2, page 38 and 39 in the Office of the Recorder of Hamilton County, Indiana, said point being 298.00 feet North of the South line of said Northwest Quarter of Section 34; thence South 89 degrees 31 minutes 07 seconds East along the north line of said Northwood Hills a distance of 859.66 feet; thence North 22 degrees 00 minutes 00 seconds East a distance of 284.97 feet; thence North 17 degrees 00 minutes 00 seconds West a distance of 417.45 feet; thence North 08 degrees 48 minutes 22 seconds East a distance of 255.51 feet; thence North 87 degrees 30 minutes 00 seconds West a distance of 220.00 feet to a curve having a radius of 625.00 feet, the radius point of which bears North 87 degrees 30 minutes 00 seconds West; thence Northerly along said curve an arc distance of 27.27 feet to a point which bears North 90 degrees 00 minutes 00 seconds East; thence North 00 degrees 00 minutes 00 seconds West a distance of 364.17 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 10.00 feet; thence North 00 degrees 00 minutes 00 seconds West a distance of 343.00 feet to a curve having a radius of 590.00 feet, the radius point of which bears South 90 degrees 00 minutes 00 seconds East; thence Northerly along said curve an arc distance of 195.65 feet to a point which bears North 71 degrees 00 minutes 00 seconds West; thence North 18 degrees 00 minutes 00 seconds East a distance of 194.15 feet to a curve having a radius of 860.00 feet, the radius point of which bears North 71 degrees 00 minutes 00 seconds West; thence Northerly along said curve an arc distance of 135.27 feet to a point which bears South 82 degrees 44 minutes 36 seconds East; thence North 07 degrees 15 minutes 24 seconds East a distance of 81.44 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 38.17 feet to a curve having a radius of 25.00 feet, the radius point of which bears South 90 degrees 00 minutes 00 seconds East; thence Northeasterly along said curve an arc distance of 39.52 feet to a point which bears North 00 degrees 08 minutes 15 seconds East; thence North 00 degrees 00 minutes 00 seconds West a distance of 45.00 feet to the BEGINNING POINT. Containing 32.468 acres, more or less.

improvements and operating deficits; such assessments to be established and collected as hereinafter provided. The annual special assessments, together with interest, cost, 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 his successors in title unless expressly assumed by them. No charge or assessment shall ever be levied by the Association against the Developer.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the properties and other purposes as specifically provided herein.

C. Special Assessments for Capital Improvements and Operating Deficits. In addition to the annual assessments authorized above, the Association may levy a special assessment 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 for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

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owing in any court of competent jurisdiction. The owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or costs, including attorneys' fees, incurred by the Association in collecting the same. Every owner of a lot in the Development and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an owner of a lot in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this subparagraph of the Restrictions.

The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

G. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not effect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof. Provided, however, 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.

H. Suspension of Privileges of Membership. Notwithstanding any other provisions contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights if any, and the services to be provided by the Association, of any member or associate member (i) for any period during which any of the Association's charges or any fines assessed under these Restrictions owed by the member or associate member remains unpaid, (ii) during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association; and (iii) during the period of any violation of the Articles of Incorporation, By-Laws or regulations of the Association.

12. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing wither to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall beheld to be a waiver by

The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Developer, who shall be entitled to three (3) votes for each lot owned and three (3) votes for each one-fifth (1/5th) acre of land contained within any portion of the Real Estate which has not been platted as a residential subdivision at any time, on all matters requiring a vote of the members of the Corporation. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) On the date the Developer sells the last lot which it owns in the Development, and the Developer no longer owns any lots or land in the Development; or

(b) On January 1, 2002.

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

D. Professional Management. No contract or agreement for professional management of 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 without any termination fee by written notice of ninety (90) days or less.

E. Responsibilities of the Association.

(i) The Association shall procure and maintain liability insurance (including director's and officer's insurance) and such other insurance as it deems necessary or advisable.

(ii) The Association may contract for such service as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable.

(iii) The Association shall maintain in a neat, clean, presentable and safe condition any recreational facilities which may be installed by Declarant or by the Association to the extent such facilities are within the Development.

(iv) The Association shall maintain and repair any and all common areas as shown on the various plats of Lynnwood including any lakes, retention ponds, landscaping, lighting facilities or entry way structures which may be installed by the Developer or the Association within the common areas or within any landscaping easements which may appear within the various plats of Lynnwood. The Association may require those lots owners adjacent to any lake to maintain the area extending from such lot to the lake between such lot and the water surface of the lake per Paragraph 3.J.(i).

11. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot in the subdivision, except the Developer, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges pro-rated from the date of title transfer; and (2) special assessments for capital

INSTR. #

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Notary Public

Before me, a Notary Public in and for the County of Hamilton and State of Indiana, personally appeared Corby D. Thompson, Chief Operating Officer of Plum Creek Development Company, LLC, an Indiana Limited Liability Corporation and acknowledged his signature to the foregoing document for and in behalf of said Corporation.

Witness my hand and Notarial Seal this 22nd day of September, 1995.

Donna Hansen
Notary Public - Donna Hansen



Commission Expires
May 18, 1999

Residing in Hamilton County, Indiana

This instrument Prepared by Corby D. Thompson, Chief Operating Officer, Plum Creek Development Company, LLC

100①

Instrument
9709702084

AMENDMENT TO DECLARATION OF RESTRICTIONS

This document is an Amendment to the Declaration of Restrictions dated August 9, 1995, and recorded on August 9, 1995, in the office of the Recorder of Hamilton County as Instrument #9546838.

WITNESSETH:

WHEREAS, the Declaration of Restrictions by Plum Creek Development Company, LLC, an Indiana Corporation dated August 9, 1995, and recorded on August 9, 1995, as Instrument #9546838 in the office of the Recorder of Hamilton County, Indiana contains certain errors of omission, and

WHEREAS, the Developer, Plum Creek Development Company, LLC, having discovered such omissions agree to now cure same.

Now, THEREFORE, the Developer, Plum Creek Development Company, LLC declares that the following is intended to be a "Nunc Pro Tunc" style Amendment to the Declaration above identified, to have same effect as if the following had been contained in the Declaration dated August 9, 1995, to-wit:

PARAGRAPH 8. A. (i) - Generally. - is amended by inserting at line 1 after the word "Committee", except for original home construction and landscaping installation by a homebuilder who has entered into a contract with the Developer to purchase lot(s).

The foregoing concludes the Amendment to the herein above referenced Declaration of Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Developer herein has hereunto affixed its duly authorized signature this 13th day of January, 1997.

PLUM CREEK DEVELOPMENT COMPANY, LLC

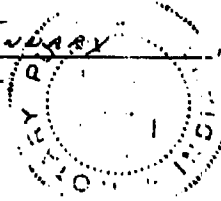
Corby D. Thompson
Corby D. Thompson,
Chief Operating Officer

Before me, a Notary Public in and for the County of Hamilton and State of Indiana, personally appeared Corby D. Thompson Chief Operating Officer of Plum Creek Development Company, LLC, an Indiana Corporation and acknowledged their signatures to the foregoing document for and in behalf of said corporation.

Witness my hand and Notarial Seal this 13th day of January, 1997.

Donna Hansen
Donna Hansen - Notary Public
County of Hamilton

Commission Expires: 05/18/99



This instrument was prepared by: Corby D. Thompson,
Chief Operating Officer,
Plum Creek Development, LLC

9709702084
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 01-21-1997 At 02:03 pm.
AMEND DECL 10.00