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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR IDLEBROOK SUBDIVISION AND MINGLEWOOD SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR IDLEBROOK SUBDIVISION AND MINGLEWOOD SUBDIVISION ("Declaration"), made this 14th day of SEPT, 1998, by MARK A. VORHIES, SARA J. VORHIES, and RAYE ANN MARSIKE (together referred to as "Declarant"),

WITNESSETH THAT:

WHEREAS, Declarant Mark A. Vorhies and Sara J. Vorhies are the sole owners in fee simple of certain real estate located in Johnson County, Indiana, commonly known as Kiebrook Subdivision and more particularly described in the attached Exhibit "A"; and

WHEREAS, Declarant Raye Ann Marsike is the sole owner in fee simple of certain real estate located in Johnson County, Indiana, commonly known as Minglewood Subdivision and more particularly described in the attached Exhibit "B" (together the real estate described in Exhibits "A" and "B" shall be referred to as the "Real Estate");

WHEREAS, Declarant intends to develop the Real Estate by constructing residential facilities, which developments shall be known as "Kiebrook Subdivision" and "Minglewood Subdivision";

WHEREAS, the Real Estate has been subdivided, platted, and recorded by Declarant as the Kiebrook Subdivision on 9-22-1998, as Instrument No. 98026891 in the Office of the Recorder of Johnson County, Indiana, in Plat Book D, Page 148A48 and

WHEREAS, the Real Estate has been subdivided, platted, and recorded by Declarant as the Minglewood Subdivision on 9-22-1998, as Instrument No. 98026892 in the Office of the Recorder of Johnson County, Indiana, in Plat Book D, Page 149A48 and

WHEREAS, Declarant desires to subject the Real Estate to certain covenants and restrictions ("Covenants") in order to ensure that the development and use of the various Lots on the Real Estate are harmonious and do not adversely affect the value of surrounding Lots on the Real Estate or within Kiebrook Subdivision and Minglewood Subdivision; and

WHEREAS, Declarant desires to provide for maintenance of the Lake, Lake Maintenance Easements, Pedestrian Access, Private Drive, Drainage Easements, and Ingress and Egress and Utility Easements, and other improvements located or to be located in Kiebrook Subdivision and Minglewood Subdivision, which are of common benefit to the Owners of the various Lots within said subdivisions, and to that end desires to establish certain obligations on said Owners and a

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system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the operation of Kitebrook Subdivision and Minglewood Subdivision; and

NOW, THEREFORE, Declarant hereby declares that all of the Real Estate as it is now held improved, is subject to the following Covenants. All of the Covenants shall run with the Real Estate and shall be binding upon the Declarant and upon the parties having or acquiring any right, title, or interest, legal or equitable, in and to the Real Estate or any part or parts thereof and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to the Real Estate or any part or parts thereof.

1 GENERAL PURPOSE OF THIS DECLARATION

The Real Estate is hereby subjected to the Covenants herein to provide for adequate maintenance of the Lake, Lake Maintenance Easements, Pedestrian Access, Private Drive, Drainage Basements, and Ingress and Egress and Utility Easements on the Real Estate, to ensure proper use and appropriate improvement of the Real Estate, to encourage the construction of attractive buildings and other attractive improvements at appropriate locations on the Real Estate, to prevent proper use development thereof which may be inharmonious with other improvements on the Real Estate, to prevent hazardous conditions within Kitebrook Subdivision and Minglewood Subdivision, to provide for adequate and proper maintenance of the Real Estate so as to ensure a high quality appearance and condition of the Real Estate and so as to meet the requirements of certain governmental agencies, all for the purpose of preserving the values of all Lots within Kitebrook Subdivision and Minglewood Subdivision and to ensure desired high standards of maintenance of the Real Estate, to the benefit of all Owners within Kitebrook Subdivision and Minglewood Subdivision.

2 DEFINITIONS FOR ALL PURPOSES OF THIS DECLARATION

The following terms, whenever used in this Declaration, shall have the meanings assigned to them by this Section 2:

- 2.1** Architectural Review Committee. "Architectural Review Committee" or "ARC" means the Architectural Review Committee to be appointed in accordance with Section 3 of this Declaration.
- 2.2** Assessment. "Assessment" means the share of the Common Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of this Declaration.
- 2.3** Association. "Association" means Madrona Owners' Association, Inc., an Indiana Corporation, formed for the purpose of determining and collecting the Assessments and overseeing and enforcing the terms of this Declaration.

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24 Board of Directors. "Board of Directors" means the Board of Directors of the Association appointed pursuant to the Articles and Bylaws of the Association.

25 Common Expense. "Common Expense" means the actual or estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of the Lake, Lake Maintenance Easements, Pedestrian Access, Private Drive, Drainage Easements, Ingress and Egress and Utility Easements, and any other cost or expense incurred by the Association for the benefit of the Lake, Lake Maintenance Easements, Pedestrian Access, Private Drive, Drainage Easements, and Ingress and Egress and Utility Easements.

26 Declarant. "Declarant" means Mark A. Vorhies and Sara J. Vorhies, or any other person, firm, corporation or partnership which succeeds to the interest of Mark A. Vorhies and Sara J. Vorhies, as developers of Kilebrook Subdivision, and Raye Ann Markie, or any other person firm, corporation or partnership which succeeds to the interest of Raye Ann Markie, as developer of Minglewood Subdivision.

27 Drainage System. "Drainage System" means the storm sewers, subsurface drainage lines, pipes and structures, and other structures, fixtures, properties, equipment and facilities located in, upon, or under the Lake, Lake Maintenance Easements, Pedestrian Access, Private Drive, Drainage Easements, Ingress and Egress and Utility Easements designed for the purpose of expediting the drainage of surface and subsurface waters from, over, and across Kilebrook Subdivision and Minglewood Subdivision.

28 Easements. "Easements" means those areas reserved as easements on the Plats of Kilebrook Subdivision and Minglewood Subdivision.

29 Lake. "Lake" means the area identified as "Lake" on the Plats of Kilebrook Subdivision and Minglewood Subdivision, and referred to herein as "Madeira Run," together with the improvements made thereto and facilities located thereon.

210 Lot. "Lot" means any of the separate parcels numbered 1 through 4 and identified on the Plat of Kilebrook Subdivision and any of the separate parcels numbered 1 through 4 identified on the Plat of Minglewood Subdivision.

211 Kilebrook Subdivision. "Kilebrook Subdivision" means and includes Lots 1 through 4 as platted and recorded by Declarant in accordance with the provisions of this Declaration.

212 Madeira Run. "Madeira Run" means the area identified as "Lake" on the Plats of Kilebrook Subdivision and Minglewood Subdivision, together with the improvements made thereto and facilities located thereon.

2.13 Madeira Subdivision. "Madeira Subdivision" means the real estate subdivided, platted, and recorded in the Johnson County Recorder's Office on May 17, 1990, as Instrument No. 90005646 in Plat Cabinet C, Slide 453.

2.14 Minglewood Subdivision. "Minglewood Subdivision" means and includes Lots 1 through 4 as platted and recorded by Declarant in accordance with the provisions of this Declaration.

2.15 Mortgagee. "Mortgagee" means any holder, insurer, or guarantor of any first mortgage on any Lot.

2.16 Owner. "Owner" means any person or persons who acquire, after the date of this Declaration, legal and/or equitable title to any Lot provided, however, that "Owner" shall not include any holder of any mortgage of all or any part of any Lot, so long as such holder does not hold both legal and equitable title thereto.

2.17 Pedestrian Access. "Pedestrian Access" means the area shown as "Pedestrian Access" on the Plats of Kilebrook Subdivision and Minglewood Subdivision, together with the improvements made thereto and facilities located thereon.

2.18 Plat(s). "Plat(s)" means the final Plat of Kilebrook Subdivision and Minglewood Subdivision as recorded in the Office of the Recorder of Johnson County, Indiana.

2.19 Private Drive. "Private Drive" means the area shown as "Private Drive" on the Plats of Kilebrook Subdivision and Minglewood Subdivision, together with the improvements made thereto and facilities located thereon.

3 ARCHITECTURAL REVIEW COMMITTEE

3.1 Purpose. The ARC shall regulate the external appearance, use, location and maintenance of lands subject to these restrictions, and improvements thereon, in such a manner as to preserve and enhance values as a single family residential subdivision, to maintain a harmonious relationship among structures and the natural vegetation and topography and to determine compliance with these Covenants.

3.2 Members. The Declarant shall appoint two (2) Members to act as the ARC until such time as residential dwellings have been constructed upon all Lots within Kilebrook Subdivision and Minglewood Subdivision or fifteen (15) years from the date of this Declaration, whichever is earlier, at which time, the ARC shall be composed of all Lot Owners of Kilebrook Subdivision and Minglewood Subdivision.

3.3 Voting. At such time as the ARC is composed of all Lot Owners, approval by the ARC on all matters requiring the ARC's approval shall require the approval of six (6) Owners.

3.4 Construction Approvals. No building, including additions, alterations, fences, screens and walls, shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure with all existing trees identified and ground floor elevations specified thereon, have been approved by the ARC as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations and existing trees and foliage. The ARC must also approve the Owner's plan for preserving existing trees and foliage prior to the commencement of any work on the Lot. The plans and specifications of and location of all construction shall be in compliance with the building, plumbing, and electrical requirements of all applicable regulatory codes, and shall also comply to all zoning covenants and restrictions which are applicable to the Real Estate, Lot and/or such construction addition, alteration or improvement. Refusal of approval of plans and specifications, or location and plot plan by Declarant may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the ARC.

3.5 Action. The ARC approval or disapproval as required in these Covenants shall be in writing within thirty (30) days after all required information has been submitted to the ARC. Applicants must submit two (2) copies of all materials required by the ARC and one copy of submitted material shall be retained by the ARC for its permanent files.

3.6 Building Permits. No Improvement Location Permit or Building Permit for any structure upon the Lots in Mlebrook Subdivision or Minglewood Subdivision shall be issued, nor shall any dwelling be constructed unless the building and site plans presented by the Lot Owner have been approved by and bear the approval of the ARC, which approval shall be in substantially the following form:

This site and building plan for Lot _____ in (Mlebrook/Minglewood) Subdivision has been approved by permits and construction by _____ as the building contractor for the Lot Owner, as required by the Plat of (Mlebrook/Minglewood) Subdivision.

Architectural Review Committee
By: _____

3.7 Contractor Approval. No construction shall commence upon any Lot until the ARC has approved in writing the building contractor selected by the Lot Owner for the construction.

3.8 Liability of Committee. Neither the ARC nor any agent thereof, nor Declarant, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto, or for any act it may or may not take in its discretion. Further, the ARC does not make, and shall not be deemed by virtue of any

action of approval or disapproval taken by it to have made any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

3.9 Inspection. The ARC may inspect work being performed with its permission to assure compliance with this Declaration.

4 GENERAL RESTRICTIONS

4.1 Residential Purpose. All Lots shall be used solely for single family residential purposes. No structure shall be erected, altered, placed or permitted to remain on a Lot, other than one detached single-family dwelling, and a private garage for not less than two (2) cars, residential accessory building and amenities.

4.2 Minimum Living Space. The minimum square footage of living space of dwellings within Kleebrook Subdivision and Minglewood Subdivision, exclusive of porches and garages, shall be no less than:

4.2.1 5,000 square feet for the ground floor of single story dwellings; and

4.2.2 3,500 square feet for the ground floor of two-story dwellings, with a total of 5,000 square feet of total living area.

4.3 Childcare Services. No pre-school, babysitting business or such childcare services shall be allowed to operate upon any Lot.

4.4 Commercial Purposes. No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Real Estate, except for home occupations permitted by and subject to the provisions of the applicable zoning ordinance.

4.5 Building Materials. All structures constructed or placed on any Lot shall be constructed with substantially all new material and no used structures shall be relocated or placed on any Lot.

4.6 Further Subdivision. Lots 1 through 4 may not be further subdivided nor any part, parcel or portion less than the whole thereof, conveyed, leased or otherwise transferred.

4.7 Outbuildings. All outbuildings should be of the same design and materials as the primary structure. The approval of the ARC must be obtained before any outbuilding is erected, placed or altered on any Lot. The exterior surface of all such structures shall require the written approval of the ARC.

4.8 Outdoor Residence. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be permitted to remain on any Lot or used on any Lots at any time as a residence, either temporarily or permanently.

4.9 Trash Receptacles. Outside trash burners shall not be permitted and any garbage cans or receptacles maintained outside the structure shall be screened from view of all adjacent properties.

4.10 Dust to Dawn Light. A front yard dusk to dawn low intensity light directed downward and away from adjacent Lots shall be installed and maintained on each Lot by the respective Owner. The ARC reserves the right to standardize all the outside lights in the Subdivision.

4.11 Mailboxes. No mailbox or post shall be erected, placed or altered on any Lot or within the Subdivision, unless previously approved in writing by the ARC.

4.12 Walls and Fences. No wall, fence, hedge, shrub or plant, which obstructs sight lines at elevations above two (2) feet shall be placed or permitted to remain between the front property line and the front building setback line except where such is approved by the ARC. No fences shall be allowed except where required by law and/or approved by the ARC. No chain link fences shall be permitted. The intent of the ARC shall be not to allow fences except for small privacy areas.

4.13 Habitation of Dwelling. No structure constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The structure shall be deemed substantially completed when an occupancy permit has been granted by the governmental agency granting such permits.

4.14 Construction Period. Every building whose construction or placement on any Lot is begun shall be completed within eighteen (18) months after the beginning of such construction or placement.

4.15 Damaged Structures. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage. If any improvement has been destroyed by fire or otherwise, a written intent of repair and/or demolition shall be submitted to the ARC within thirty (30) days.

4.16 Mining Operations and Tanks. No oil or water drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks (aboveground or underground), tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil,

water of natural gas shall be erected, maintained or permitted on any Lot. All propane tanks must be concealed. The existing water well on Lot #2 of Kildbrook Subdivision shall be permitted to remain and function.

4.17 Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

4.18 Construction Cleanup. During the construction period, the Lot shall be maintained in a clean and orderly manner. Loose shingles, lumber, bricks, block, drywall, insulation, or other building materials shall not be scattered about or around the building. Materials which can blow onto adjacent Lots shall not be left lying around. Construction trash shall be removed from the Lot once per week by either removing the trash from the Lot or disposing the trash into a dumpster provided by a trash disposal service.

4.19 Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. No trash or building materials may be burned or buried on any Lot within the Subdivision.

4.20 Communication Devices. Antennas, masts, towers or satellite dishes of any kind will not be permitted on any Lot or outside any residence, unless first approved by the ARC. No satellite dish having a diameter exceeding twenty-four (24) inches shall be permitted.

4.21 Utility Services. Utility services shall, to the greatest extent possible, be installed underground and in or adjacent to public rights-of-way to minimize removal of trees.

4.22 Lot Maintenance. Owners shall at all times maintain their Lots and any improvements situated thereon in a manner so as to prevent the Lot or improvements from becoming unsightly, and specifically, Owner shall:

4.22.1 Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds. Grass allowed to grow to a height in excess of six inches (6") shall be deemed unsightly;

4.22.2 Remove all debris or rubbish;

4.22.3 Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate.

4.22.4 Cut down and remove dead trees;

4.22.5 Where applicable, prevent debris and foreign material from entering drainage areas;

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4.22.6 Keep the exterior of all improvements in such state of repair or maintenance so as to avoid their becoming unsightly.

4.22.7 Failure to comply shall warrant the Declarant, the appropriate Governmental Authority of Johnson County, or the Association to cut the growth or woods, or clear the refuse from the Lot at the expense of the Owner, and there shall be a lien against said Lot for the expense thereof.

4.23 Septic Systems and Other Systems. No individual water supply system or sewage disposal system shall be permitted on any Lot without prior written approval by the ARC and the Johnson County Department of Health and will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. Geothermal systems shall be approved by all applicable agencies prior to installation. Solar heating systems of any nature must be approved by the ARC as to design and esthetic quality prior to construction. Owners are hereby advised that such systems are generally discouraged and will not be approved unless their design blends esthetically with the structure and adjacent properties. All outdoor air conditioning units shall be screened from view.

4.24 Field Tiles. Any field tile or underground drain which is encountered in construction or any improvement within this Subdivision shall be perpetuated, and all Owners and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

4.25 Inoperative Vehicles. Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any Lot.

4.26 Swimming Pools. Above-ground swimming pools shall not be permitted or constructed on any Lot. All swimming pool/hot tub pumps and equipment shall be screened from view of all adjacent properties.

4.27 Elevations and Grading. The finished yard elevations at the dwelling site on Lots in this Subdivision shall be not lower than the elevations dictated by the ARC. The Lot Owner shall be solely responsible for maintaining all finished grade elevations in accordance with all development plans approved by the ARC and shall bear the cost of all grading, seeding or other improvements necessary to bring the Lot into compliance with these Covenants and said approved development plans.

4.28 Drainage Swales. Drainage swales (ditches) or drainage retention areas along roadways and within the right-of-way, the Lake, Lake Maintenance Easements, Pedestrian Access, Private Drive, Drainage Easements, and Ingress and Egress and Utility Easements shall not be altered, dug out, filled in, tiled or otherwise changed without the written permission of the proper Johnson County authorities and the ARC. Owners must maintain these swales as sodded grass areas, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways

may be constructed over these swales or ditches only when appropriately sized culverts or other approved structures have been permitted by the ARC.

Any Owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by certified mail to repair said damage, after which time, if no action is taken, Johnson County and/or the developer or ARC, will cause said repairs to be accomplished, and the statement for costs of said repairs will be mailed to the offending Owner whose responsibility it shall be to pay all of such costs upon receipt of the statement. Upon the completion of the initial construction of a residence upon any Lot, the building contractor responsible for such construction shall be required to provide an Affidavit of Compliance with the requirements of this plan, the Indiana Drainage Code of 1965 and the applicable Johnson County Ordinances, which Affidavit shall be submitted to the ARC.

4.29 Utility and Drainage Easements. The strips of ground marked "Utility and Drainage Easement" (U. & D. E.) shown on the plan are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ditches, lines and wires necessary to service the Subdivision. Purchasers of Lots in the Subdivisions shall take their titles subject to Easements hereby created and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created, and no permanent structure of any kind, and no part thereof, except any fences and sidewalks approved by the ARC, shall be built, erected or maintained thereon.

4.30 Ingress and Egress and Utility Easement. The strip of ground as shown on the plan marked "Ingress and Egress and Utility Easement" shall be landscaped, improved and maintained as a private drive to serve all Lots. The landscaping and any improvements within the Ingress and Egress and Utility Easement shall be in accordance with a plan to be approved by the ARC. The drive, other improvements and Ingress and Egress and Utility Easement property shall be maintained and landscaping shall be provided for by assessment upon each Lot as provided in Section 6.

4.31 Nuisances. No noxious, obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This provision may be construed to prohibit extremely audible music or activities.

4.32 Signs. No advertising signs (except one per Lot of not more than four (4) square feet advertising the Lot for sale), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot.

4.33 Parking in Private Drive. For the purpose of assuring adequate ingress and egress for residents and emergency vehicles such as fire trucks, ambulances, and police vehicles, there shall be no parking on or along either side of the private drive or within the Ingress and Egress and Utility Easement.

4.34 Vehicles. All motor vehicles belonging to members of a household shall have permanent off-street parking spaces in garages or on driveways, and no disabled vehicle shall be

openly stored on any Lot. No boat, trailer, camper, all terrain vehicle, semi-truck, motorcycle, snowmobile or motor home of any kind, (including, but not limited to, house trailers, camper trailers, or boat trailers) shall be kept or parked upon any Lot unless kept from view of neighboring Lots.

4.35 Hunting. Owners, their families, guests or friends shall do no hunting, target or practice shooting of firearms or arrows within the subdivision.

5 ORGANIZATION AND DUTIES OF MADRONA OWNERS' ASSOCIATION

5.1 Organization of Association. The Association shall be organized as a not-for-profit corporation under the laws of the State of Indiana, to be operated in accordance with The Articles of Incorporation which have been filed by Declarant.

5.2 Membership. The Members of the Association shall consist of the Declarant and the Owners of Lots in Kitebrook Subdivision and Minglewood Subdivision as the same may be plotted from time to time. 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 they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

5.3 General Duties of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place and stead of, the individual Owners in all matters pertaining to the maintenance, repair and replacement, of the Lake, Lake Maintenance Easements, Pedestrian Access, Private Drive, Drainage Easements, and Ingress and Egress and Utility Easements, the determination of Common Expenses, the collection of annual and special assessments, and the granting of any approvals whenever and to the extent called for by this Declaration, for the common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the Covenants contained in this Declaration. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color or authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct.

5.4 Board Of Directors. The number of the Directors of the Association shall be three (3); one (1) from Kitebrook Subdivision, one (1) from Minglewood Subdivision, and one (1) from Madeira Subdivision. Each Lot Owner in Kitebrook Subdivision, each Lot Owner in Minglewood Subdivision, each lot owner in Madeira Subdivision shall serve as a Director on a rotating basis, chronologically by Lot number, for a term of two (2) years.

6 COVENANTS FOR MAINTENANCE ASSESSMENTS

6.1 Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within Killebrook Subdivision and Minglewood Subdivision and promoting the health, safety, and welfare of the Owners, users, and occupants of the same and, in particular, for the improvement, and gating, repairing, operating, and maintenance of the Lake, Lake Maintenance Easements, Pedestrian Access, Private Drive, Drainage Easement, and Ingress and Egress and Utility Easements, including, but not limited to, the payment of taxes and insurance thereon and for the cost of labor, equipment, material, and management furnished with respect to the Lake, Lake Maintenance Easements, Pedestrian Access, Private Drive, Drainage Easement, and Ingress and Egress and Utility Easements. Each Owner hereby covenants and agrees to pay to the Association:

6.1.1 A pro-rata share (as hereinafter defined) of the annual assessments fixed, established, and determined from time to time as hereinafter provided.

6.1.2 A pro-rata share (as hereinafter defined) of any special assessments fixed, established, and determined from time to time, as hereinafter provided.

6.2 Liability for Assessments. Each assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot and shall constitute a lien from and after the due date thereof in favor of the Association upon each Lot. Each such assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Lot at the time when the assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

6.3 Pro-rata Share. The pro-rata share of each Owner in Killebrook Subdivision and Minglewood Subdivision, and each owner in Madeira Subdivision for the improvement, repairing, operating, and maintenance of the Lake and Lake Maintenance Easements shall be one-twelfth (1/12) of the total annual assessments fixed and any special assessments fixed. The pro-rata share of each Owner in Killebrook Subdivision and Minglewood Subdivision for the improvement, gating, fencing, repairing, operating, and maintenance of the Pedestrian Access, Private Drive, Drainage Easements, and Ingress and Egress and Utility Easements shall be one-eighth (1/8) of the total annual assessments fixed and any special assessments fixed.

6.4 Basis of Annual Assessments. The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all maintenance expenses for the coming fiscal year, together with a reasonable allowance for contingencies and

reserves of the Association. A copy of this budget shall be delivered to each Owner within thirty (30) days to the beginning of each fiscal year of the Association.

6.5 Basis of Special Assessments. Should the Board of Directors of the Association at any time during the fiscal year determine that the assessments levied with respect to such year are insufficient to pay the maintenance expenses for such year, the Board of Directors of the Association may, at any time, and from time to time, levy such special assessments as it may deem necessary for meeting the maintenance expenses. In addition, the Board of Directors of the Association shall have the right to levy at any time, and from time to time, one or more special assessments for the purpose of defraying, in whole, or in part, any unanticipated maintenance expense not provided for by the annual assessments.

6.6 Fiscal Year. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. The annual assessments on each Lot in Kildebrook Subdivision and Minglewood Subdivision shall commence on the day on which Declarant first conveys ownership of the Lot to an Owner. The first annual assessment for each Lot shall be prorated for the balance of the fiscal year of the Association in which such assessment is made. The annual assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such assessments in installments.

6.7 Duties of the Association.

6.7.1 The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each assessment applicable thereto, which books and records shall be kept in the office of the Association and shall be available for the inspection and copying by each Owner, or duly authorized representative of any Owner, at all reasonable times. The Board of Directors of the Association shall cause written notice of all assessments levied by the Association upon the Lots and upon the Owners to be mailed to the Owners or their designated representatives as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such assessment or any installment thereof. In the event such notice is mailed less than thirty (30) days prior to the due date of the assessment to which such notice pertains, payment of such assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice.

6.7.2 The Association shall promptly furnish to any Owner or Mortgagee upon request a certificate in writing signed by a Director of the Association, setting forth the extent to which assessments have been levied and paid with respect to such requesting Owner's or Mortgagee's Lot. As to any persons relying thereon, such certificate shall be conclusive evidence of payment of any assessments therein stated to have been paid.

6.7.3 The Association shall notify any Mortgagee from which it has received a written request for notice of any default in the performance by any Owner of any obligation under the By-Laws or this Declaration which is not cured within sixty (60) days.

6.8 Non-payment of Assessments: Remedies of Association.

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

6.8.2 If any assessment upon any Lot is not paid within fifteen (15) days after the due date, such assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at the annual interest rate allowable on judgments rendered in the State of Louisiana at the time such assessment is due, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such assessment all costs of such action, including the Association's attorneys' fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

6.9 **Adjustments.** In the event that the amounts actually expended by the Association for maintenance of the Lake, Lake Maintenance Easements, Pedestrian Access, Private Drive, Drainage Easements, and Ingress and Egress and Utility Easements in any fiscal year exceed the amounts budgeted and assessed for maintenance expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for assessments for the following fiscal year. Such deficit may be recouped either by inclusion in the budget for annual assessments or by the making of one or more special assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for maintenance expenses in any fiscal year exceed the amount actually expended by the Association for maintenance expenses for that fiscal year, a Pro-Rata Share of such excess shall be a credit against the assessment(s) due from each Owner for the next fiscal year(s).

7 MADEIRA RUN MAINTENANCE AND RESTRICTIONS

7.1 **Madeira Run Access and Maintenance Easement.** The Association shall have an access and maintenance easement around the Lake twenty (20) feet from the edge of the Lake at "normal" lake water elevation as established on the Plans of Killebrook Subdivision and Minglewood Subdivision. The access and maintenance easement shall not be for the personal use

of any Owner except for the Owner of such Lot. The Owner of any Lot burdened by the access and maintenance easement shall not construct any improvements in the access and maintenance easement area which would hinder access to the Lake by the Association for maintenance thereof.

7.2 Madeira Run Restrictions

7.2.1 No retaining wall or sea wall shall be constructed without the prior approval of the ARC.

7.2.2 There shall be no swimming permitted at any time in the lake. Boating and fishing shall be allowed by Owners and their guests, provided that the only boats allowed shall be non-internal combustion engine propelled. Boats may contain an electric trolling motor.

7.2.3 No boat shall be permitted on the lake unless it belongs to an Owner and is registered and bears such identification as the Association may require.

7.2.4 No swimming pool shall be located on a Lot within twenty-five (25) feet from the edge of the lake at "normal" lake water elevation as established on the Plans of Kildebrook Subdivision and Minglewood Subdivision.

7.2.5 All piers, docks or other intrusions in the lake from a Lot shall conform to uniform standards for style, size and material established by the ARC. No boat houses shall be permitted. A boat dock or pier may extend into the lake a maximum distance of fifteen (15) feet providing that it does not interfere with the access to the lake from another Lot and shall be no greater than six (6) feet wide. In addition, a boat dock or pier may extend twenty (20) feet parallel to the shore line. However, the total square footage of boat dock and pier shall not exceed two hundred and ten (210) square feet per Lot. Docks or piers located on an inlet or cove shall not occupy more than fifty percent (50%) of the width of that inlet or cove in cases where the water frontages of other Lots are on that interior cove. This limitation includes space used for mooring of boats. Docks and piers shall not exceed two (2) feet in height above "normal" lake water elevation. All installation of docks and piers shall be subject to the approval of the ARC. The Owner of the Lot on which a dock or pier extends shall maintain any such boat dock or pier.

7.2.6 Fishing in the lake is reserved for Owners and their invited guests. Taking of fish by nets or traps of any sort or by spearing is strictly prohibited. No gold fish, carp or other rough fish minnow may be used as bait in the lake at any time. The minimum size bass of any kind which may be removed from the lake is fourteen (14) inches in length. The daily bag limit of bass per boat is three (3) fish.

7.2.7 The Association may establish additional rules and regulations for boating and fishing on the lake from time to time.

7.2.8 No herbicides or chemicals of any kind to control weeds or algae growth in

the water or on the land within thirty (30) feet of the shoreline are to be used without the express permission in writing from the Board of Directors.

7.2.9 No geothermal HVAC systems (open or closed loop) may access the Lake without the specific approval of the ARC.

8 INSURANCE

8.1 The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury with the amount of such coverage in no event to be less than One Million Dollars (\$1,000,000.00) for any single occurrence, occurring on or in connection with any and all the Lake, Lake Maintenance Easements, Pedestrian Access, Private Drive, Drainage Easement, and Ingress and Egress and Utility Easements. The Association shall maintain in force adequate fire and extended coverage insurance, insuring the Lake, Lake Maintenance Easements, Pedestrian Access, Private Drive, Drainage Easements, and Ingress and Egress and Utility Easements against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full replacement value of such Lake, Lake Maintenance Easements, Pedestrian Access, Private Drive, Drainage Easements, and Ingress and Egress and Utility Easements improvements. The Association shall notify all Mortgagees which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, Board Members, the Declarant, any property manager, their respective employees and agents, the Lot Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more insured parties against other insured parties.

9 GENERAL PROVISIONS

9.1 Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, upon the recommendation of an amendment to the Association by its Board of Directors, and the subsequent approval of such amendment by all Owners of the Lots; provided, however, that any such amendment of this Declaration shall require prior written approval of Declarant so long as Declarant owns any Lot within Killebrook Subdivision and Minglewood Subdivision. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Declarant when its approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the Office of the Recorder of Johnson County. No such amendment shall effect a modification of plating covenants or commitments undertaken in connection with any plating without the prior approval of the Johnson County Plan Commission.

Revised Draft September 10, 1993

9.2 Condemnation, Destruction In the event that any of the Lake, Lake Maintenance Easements, Pedestrian Access, Private Drive, Drainage Easements, and Ingress and Egress and Utility Easements shall be condemned or taken by any competent public authority, or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interests of the Owners in any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied, first, to the restoration and repair of any Lake, Lake Maintenance Easements, Pedestrian Access, Private Drive, Drainage Easements, and Ingress and Egress and Utility Easements condemned, damaged, or destroyed, to the extent such restoration and Egress and Utility Easements condemned, damaged, or destroyed, to the extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Lake, Lake Maintenance Easements, Pedestrian Access, Private Drive, Drainage Easements, and Ingress and Egress and Utility Easements or turned over to the Owners in proportion to their Pro-Rata Shares, whichever may be determined by a three-fourths (3/4) vote of the Lot Owners. Each Owner shall be responsible for pursuing his own action for damages to his Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Lake, Lake Maintenance Easements, Pedestrian Access, Private Drive, Drainage Easements, and Ingress and Egress and Utility Easements.

9.3 Covenants Run With the Land The Covenants created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy or possession of any portion of the Real Estate.

9.4 Attorneys' Fees As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of this Declaration, or any provision thereof, if the party bringing such action is successful in obtaining any remedy against any defaulting Owner, such defaulting Owner shall pay the reasonable attorneys' fees of such successful party, in such amount as may be fixed by the Court in such proceedings.

9.5 Failure to Enforce Not a Waiver of Rights The failure of Declarant, the Association, or any Owner to enforce any term, Covenant, or condition, herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other such term, Covenant or condition.

9.6 Effect of Invalidation If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

9.7 Section Headings Section headings used herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular sections to which they refer.

9.8 Notices. All notices in connection with this Declaration shall be made in writing and shall be deemed delivered (a) upon personal delivery to the individual person, if any, designated in writing by the Owner, as listed in the roster of Owner's names and addresses referred to in Section 5; or (b) seventy-two hours after the deposit thereof in any United States main or branch post office, first class postage prepaid, properly addressed to the addressee thereof at the address listed in the said roster.

9.9 Reservations of Declarant. Notwithstanding anything to the contrary contained herein or in the Articles or By-Laws, Declarant shall have the right to use and maintain any Lots and dwelling units owned by Declarant and other portions of the Real Estate (other than individual dwelling units and Lots owned by Owners other than Declarant), in any manner that as Declarant in its sole discretion may determine, as necessary to aid in the sale of Lots or for the conducting of any business or activity attendant thereto, including, but not limited to, model dwelling units, storage areas, construction yards, signs, construction offices, sales offices, management offices, and business offices. Declarant shall have the right to relocate any or all such facilities as used or maintained by Declarant and such facilities shall not be or become part of the Lake, Lake Maintenance Easements, Pedestrian Access, Private Drive, Drainage Easements, and Ingress and Egress and Utility Easements, unless so designated by Declarant, and Declarant shall have the right to remove the same from the Real Estate at any time.

The provisions of Section 9.1 herof notwithstanding, Declarant hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Declarant, so long as Declarant owns a Lot within Kitchcock Subdivision and Minglewood Subdivision without the approval or consent of the Owners or Mortgagees of the Lots provided that Declarant shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Declaration to any Owner, or substantially increases the obligations imposed by this Declaration on any Owner.

In Witness Whereof, the Declarant has caused this Declaration to be executed on the date first above written.

DECLARANT:

MARK A. VORHIES

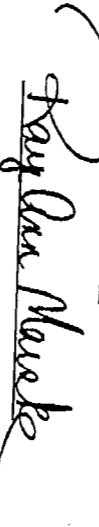


SARA J. VORHIES



DECLARANT:

RAYBANN MARSKIE



Revised Draft September 10, 1998

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared Mark A. Vorhies and Sara J. Vorhies, who acknowledged the execution of the foregoing, and who having been duly sworn upon her oath stated that the representations therein contained are true.

My Commission Expires:

010101

Lucy Hammond Butts
Notary Public: EAIN ADAMSON & BUTTS
Resident of JOHNSON

STATE OF INDIANA)

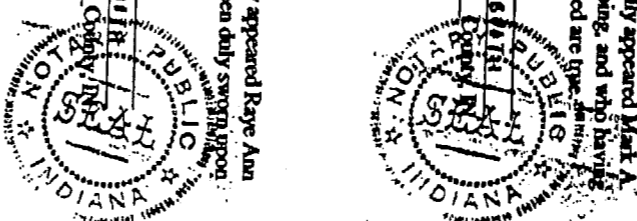
COUNTY OF JOHNSON) SS:

Before me, a Notary Public in and for said County and State, personally appeared Raye Ann Marske, who acknowledged the execution of the foregoing, and who having been duly sworn upon her oath stated that the representations therein contained are true.

My Commission Expires:

010101

Lucy Hammond Butts
Notary Public: EAIN ADAMSON & BUTTS
Resident of JOHNSON



THIS INSTRUMENT PREPARED BY:
Joyce A. Tedstrom, Attorney,
VAN VALER LAW FIRM,
299 West Main Street, P.O. Box 7575,
Greenswood, Indiana 46142.
317/881-7575

Z:\VORHIES\MARCOCH\HONOR\KJANGL001.VPD

Revised Draft September 14, 1998

Recorded Johnson County, Indiana

Jean Harmon, Recorder

Date 03/05/1999 Time 09:39:54 1 of 5 Pgs

Inst # 1999-007534 OFF

Fee Amt: 19.00

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
IDLEBROOK SUBDIVISION AND MINGLEWOOD SUBDIVISION**

THIS AMENDMENT made this 3rd day of March, 1999, by Mark A. Vorhies and Sara J. Vorhies, ("Declarant") to the Declaration of Covenants Conditions and Restrictions for Idlebrook Subdivision and Minglewood Subdivision recorded in the Office of the Recorder of Johnson County, Indiana, with the plat for Idlebrook Subdivision on September 22, 1998, as Instrument No. 9802891, Plat Book D, Page 148 A&B, and recorded in the Office of the Recorder of Johnson County, Indiana, with the plat for Minglewood Subdivision on September 22, 1998, as Instrument No. 9802892, Plat Book D, Page 149 A&B ("Declaration"),

WITNESSETH THAT:

WHEREAS, Mark A. Vorhies, Sara J. Vorhies and Raye Ann Marske were the Declarant in the above-mentioned Declaration; and

WHEREAS, Raye Ann Marske conveyed her all of her interest in Minglewood Subdivision to Mark A. Vorhies and Sara J. Vorhies on October 7, 1998, by a Quitclaim Deed recorded in the Office of the Recorder of Johnson County, Indiana, as Instrument No. 98028550; and

WHEREAS, the Declaration provides that the covenants of the Declaration "shall run with the real estate and are binding upon the Declarant and upon the parties having or acquiring any right, title, or interest legal or equitable, in and to the real estate or any part or parts thereof and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to the Real estate or any part or parts thereof"; and

WHEREAS, Section 9.9 of the Declaration reserves the right for Declarant to make amendments to the Declaration so long as Declarant owns at least one (1) Lot within Idlebrook Subdivision or Minglewood Subdivision; and

WHEREAS, Declarant owns at least one (1) Lot within Idlebrook Subdivision or

Minglewood Subdivision.

NOW, THEREFORE, pursuant to Section 9.9 of the Declaration, the Declarant hereby amends the Declaration as follows:

Section 5.2 shall be amended as follows:

Membership. The Members of the Association shall consist of the Declarant and the Owners of Lots in Madeira Subdivision, Idlebrook Subdivision and Minglewood Subdivision as the same may be platted from time to time. 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 they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Section 6.1 shall be amended as follows:

Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within Madeira Subdivision, Idlebrook Subdivision and Minglewood Subdivision and promoting the health, safety, and welfare of the Owners, users, and occupants of the same and, in particular, for the improvement, and gating, fencing, repairing, operating, and maintenance of the Lake, Lake Maintenance Easements, Pedestrian Access, Private Drive, Drainage Easements, and Ingress and Egress and Utility Easements, including, but not limited to, the payment of taxes and insurance thereon and for the cost of labor, equipment, material, and management furnished with respect to the Lake, Lake Maintenance Easements, Pedestrian Access, Private Drive, Drainage Easements, and Ingress and Egress and Utility Easements. Each Owner hereby covenants and agrees to pay to the Association:

6.1.1 A pro-rata share (as hereinafter defined) of the annual assessments fixed, established, and determined from time to time as hereinafter provided.

6.1.2 A pro-rata share (as hereinafter defined) of any special assessments fixed, established, and determined from time to time, as hereinafter provided.

6.1.3 All three (3) Directors of the Board of Directors shall determine assessments for the Lake and Lake Maintenance Easements.

6.1.4 The two (2) Directors of the Board of Directors representing Idlebrook Subdivision and Minglewood Subdivision shall determine assessments for their Pedestrian Access, Private Drive, Drainage Easements and Ingress and Egress and Utility Easements.

6.1.5 The one (1) Director of the Board of Directors who represents Madeira Subdivision shall determine assessments for their Private Drive, Drainage Easements and Ingress and Egress and utility Easements.

Section 6.3 shall be amended as follows:

Pro-rata Share. The pro-rata share of each Owner in Idlebrook Subdivision, Minglewood Subdivision and Madeira Subdivision for the improvement, repairing, operating, and maintenance of the Lake and Lake Maintenance Easements shall be one-twelfth (1/12) of the total annual assessments fixed and any special assessments fixed. The pro-rata share of each Owner in Idlebrook Subdivision and Minglewood Subdivision for the improvement, gating, fencing, repairing, operating, and maintenance of the Pedestrian Access, Private Drive, Drainage Easements, and Ingress and Egress and Utility Easements shall be one-eighth (1/8) of the total annual assessments fixed and any special assessments fixed. The pro-rata share of each Owner in Madeira Subdivision for the improvement of gating, fencing, repairing, operating and maintenance of their Private Drive, Drainage Easements, and Ingress and Egress and Utility Easements shall be one-fourth (1/4) of the total annual assessment fixed and any special assessments fixed.

Section 7.2.2 shall be amended as follows:

There shall be no swimming, ice skating or ice walking permitted at any time in or on the lake. Boating and fishing shall be allowed by Owners and their guests, provided that the only boats allowed shall be non-internal combustion engine propelled and all persons on such boats shall wear personal flotation devices. Boats may contain an electric trolling motor.

Section 7.2.6 shall be amended as follows:

Fishing in the lake is reserved for Owners and their invited guests. Taking of fish by nets or traps of any sort or by spearing is strictly prohibited. No gold fish, carp or other rough fish minnow may be used as bait in the lake at any time. The minimum size bass of any kind which may be removed from the lake is fourteen (14) inches in length. The daily bag limit of bass per Lot is two (2) fish. There is no limit on bluegill.

Section 7.2.8 shall be amended as follows:

No herbicides or chemicals of any kind to control weeds or algae growth in the water or on the land within twenty (20) feet of the shoreline are to be used without the express permission in writing from the Board of Directors.

Section 7.30 shall be added as follows:

There shall be no disturbance of soil whatsoever by the planting of trees or other plantings on the dam or spillway. Only the planting of grasses is permitted.

Section 7.31 shall be added as follows:

To prevent obstruction of the view of the Lake for Owners of Lots in Madeira Subdivision, there shall be no plantings or landscaping that attains heights greater than two (2) feet on the north side of Madeira Run Lake on Lot #s 1, 2 and 3 of Minglewood Subdivision without the approval of

all Lot Owners in Madeira Subdivision.

Section 7.32 shall be added as follows:

Upon the approval of all Lot Owners, a common meeting structure may be constructed and maintained on the knoll on the northwest side of the Lake for use and enjoyment of all Lot Owners.

Section 7.33 shall be added as follows:

No water shall be pumped from the Lake for sprinkling or irrigation or for any use without the specific approval of the ARC.

Section 7.34 shall be added as follows:


Owners of Lot #s 1, 2 and 3 of Minglewood Subdivision take their Lots with notice that Owners of Lot #s 1, 2 and 3 of Madeira Subdivision may build docks on the north shore of Madeira Run Lake behind Lot #s 1, 2 and 3 of Madeira Subdivision. The Madeira Lot Owners have unrestricted access via the Pedestrian Access Easements. These docks are subject to the same restrictions as set out in the Paragraph above.

Section 9.1 shall be amended as follows:

Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, upon the recommendation of an amendment to the Association by its Board of Directors, and the subsequent approval of such amendment by all Owners of the Lots; **provided**, however, that any such amendment of this Declaration shall require prior written approval of Declarant so long as Declarant owns any Lot within Idlebrook Subdivision and Minglewood Subdivision. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Declarant when its approval is required, and such amendment shall not be effective until recorded in the Office of the Recorder of Johnson County. No such amendment shall effect a modification of platting covenants or commitments undertaken in connection with any platting without the prior approval of the Johnson County Plan Commission.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed on this 3rd day of March, 1999.

DECLARANT:



Mark A. Vorhies

DECLARANT:



Sara J. Vorhies

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public, in and for said State and County, appeared Mark A. and Sara J. Vorhies, who acknowledged, subscribed and swore to the provisions of the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions for Idlebrook Subdivision and Minglewood Subdivision, this 31 day of March, 1999.

My Commission Expires:

11/6/2001

Seraine R. Ottlinger
Notary Public, SERAIWE R. OTTLINGER
Resident of Johnson County, IN



THIS INSTRUMENT PREPARED BY:

Joyce A. Telstrom, Attorney,
VAN VALER LAW FIRM,
299 West Main Street, P. O. Box 7575,
Greewood, Indiana 46142.
317/881-7575

FN\WORHIES.MARKCRR&HOA\DLBMNG\AMENCCR2.WPD

Recorded Johnson County, Indiana
 Jean Harrah, Recorder
 AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ^{PLAT} ~~THE~~ ~~PLAT~~ ~~FOR~~ ~~A~~ ~~SUBDIVISION~~
 IDLEBROOK SUBDIVISION AND MINGLEWOOD SUBDIVISION
 Date 05/25/1999 Time 15:00:05 1 of 2 Pgs
 Inst # 1999-016127 OFF
 15:00

THIS AMENDMENT made this 24th day of May, 1999, by Mark A. Vorhies and Sara J. Vorhies, ("Declarant" to the Declaration of Covenants Conditions and Restrictions for Idlebrook Subdivision and Minglewood Subdivision recorded in the Office of the Recorder of Johnson County, Indiana, with the plat for Idlebrook Subdivision on September 22, 1998, as Instrument No. 9802891, Plat Book D, Page 148 A&B, and recorded in the Office of the Recorder of Johnson County, Indiana, with the plat for Minglewood Subdivision on September 22, 1998, as Instrument No. 9802892, Plat Book D, Page 149 A&B ("Declaration"),

WITNESSETH THAT:

WHEREAS, Mark A. Vorhies, Sara J. Vorhies and Raye Ann Marske were the Declarant in the above-mentioned Declaration; and

WHEREAS, Raye Ann Marske conveyed her all of her interest in Minglewood Subdivision to Mark A. Vorhies and Sara J. Vorhies on October 7, 1998, by a quitclaim Deed recorded in the Office of the Recorder of Johnson County, Indiana, as Instrument No. 98028550; and

WHEREAS, the Declaration provides that the covenants of the Declaration "shall run with the real estate and are binding upon the Declarant and upon the parties having or acquiring any right, title, or interest legal or equitable, in and to the real estate or any part or parts thereof and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to the Real estate or any part or parts thereof"; and

WHEREAS, Section 9.9 of the Declaration reserves the right for Declarant to make amendments to the Declaration so long as Declarant owns at least one (1) Lot within Idlebrook Subdivision or Minglewood Subdivision; and

WHEREAS, Declarant owns at least one (1) Lot within Idlebrook Subdivision or Minglewood Subdivision.

NOW, THEREFORE, pursuant to Section 9.9 of the Declaration, the Declarant hereby amends the Declaration as follows:

10.0 NAME OF SUBDIVISION.

10.1 The Subdivision shall cease to be known as Idlebrook Subdivision and Minglewood Subdivision and shall be together known as Mirada Subdivision.

IN WITNESS WHEREOF the Declarant has caused this Amendment to be executed on this 24th day of May, 1999.

DECLARANT:

DECLARANT:

Mark A. Vorhies
Mark A. Vorhies

Sara J. Vorhies
Sara J. Vorhies

STATE OF INDIANA)
COUNTY OF JOHNSON) SS:

Before me, a Notary Public, in and for said State and County, appeared Mark A. and Sara J. Vorhies, who acknowledged, subscribed and swore to the provisions of the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions for Idlebrook Subdivision and Minglewood Subdivision, this 24 day of May, 1999.

My Commission Expires:

March 15, 2007

Shirley Forman

Notary Public, Shelby County
Resident of Marion County, IN



Prepared by Mark A. Vorhies