

Summerfield Village Sect

D206B

Zero Lot Line or Near-Zero Lot Line Single-Family Dwellings Development Standards:

- a. Minimum Lot Size shall be four thousand, five-hundred (4,500) square feet.
- b. Minimum House Size shall be nine-hundred (900) square feet.
- c. Minimum Front Yard Setback shall be twenty (20) feet from back of right-of-way line.
- d. Minimum Rear Yard Setback shall be twenty (20) feet or twenty percent (20%) of depth of lot, whichever is greater.
- e. Minimum Lot Width (at Building Setback line) shall be forty-five (45) feet.
- f. Minimum Lot Frontage (at R/W line shall be thirty-five (35) feet and twenty (20) feet on Cul-de-sacs.
- g. Minimum House Separation shall be ten (10) feet (congregate Side Yard) Setback.
- h. Side Yard Setback Distances:
 1. Zero lot line side minimum shall be zero (0) feet.
 2. Zero lot line side maximum shall be six (6) feet.
 3. Opposite lot line side minimum shall be ten (10) feet.
 4. Opposite lot line side maximum shall not be applicable.
- i. Minimum Project Perimeter Building Setback shall be twenty-five (25) feet.

Lots are subject to drainage easements, sewer easements and utility easements, either separately or in any combination of the three, as shown on the plat, which are reserved for the use of lot owners, public utility companies and governmental agencies as follows: (A) Drainage Easements (D.E.) are created to provide paths and courses for area and local storm drainage, either over land or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public drainage system; and it shall be the individual responsibility of each land owner to maintain the drainage across his or her lot. Under no circumstance shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict, in any manner, the waterflow. Said areas are subject to construction or reconstruction to any extent, necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision. Said easements are for the mutual use and benefit of the owners of all lots in the addition and are a servitude upon such land for the benefit of the owners of other lands included within the Subdivision, upstream or downstream, affected by such use. (B) Sewer Easements (S.E.) are created for the use of local governmental agency having jurisdiction over the sanitary waste disposal system designated to serve the addition for the purpose of installation and maintenance of sewers that are part of said system. Each owner

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adequate drainage at any time by any governmental authority having jurisdiction over drainage or by the developer of the subdivision. Said easements are for the mutual use and benefit of the owners of all lots in the addition and are a servitude upon such land for the benefit of the owners of other lands included within the Subdivision, upstream or downstream, affected by such use. (B) Sewer Easements (S.E.) are created for the use of local governmental agency having jurisdiction over the sanitary waste disposal system designated to serve the addition for the purpose of installation and maintenance of sewers that are part of said system. Each owner of a lot must connect with any public sanitary sewer available. (C) Utility Easements (U.E.) are created for the use of public utility companies, not including transportation companies, for the installation, maintenance, repair and replacement of mains, ducts, poles, lines and wires, meters, and meter boxes. All such easements include the right of reasonable ingress and egress for the exercise of rights, including reading of the meters. No structure, including fences, shall be built on any drainage, sewer or utility easements. (D) Limited Lake Drainage Easement (L.L.D.E.) are created for detention areas that serve and benefit the proposed development. The Easement is created for the benefit of the governmental authority having jurisdiction over drainage with the right, privilege and authority to maintain and repair, at owners expense, the detention areas and all appurtenant structures and uses should the owners fail to maintain the detention areas and said structures and uses under and upon, over and across the real estate owned.

LEGAL DESCRIPTION

A part of the Southeast Quarter of Section 8, Township 13 North, Range 4 East, of the Second Principal Meridian in Pleasant Township, Johnson County Indiana, more particularly described as follows:

Commencing at the Northwest Corner of said Southeast Quarter; thence North 87 degrees 41 minutes 23 seconds East on and along the North line of said Southeast Quarter Section 1605.39 feet; thence South 00 degrees 27 minutes 04 seconds East 388.13 feet to the POINT OF BEGINNING; thence continuing South 00 degrees 27 minutes 04 seconds East 31.78 feet to a point on a curve to the left having a radius of 185.00 feet; thence on and along the arc of said curve 162.22 feet to a Point of Tangency, said arc being subtended by a chord having a bearing of South 30 degrees 42 minutes 03 seconds West and a chord distance of 157.08'; thence South 05 degrees 34 minutes 47 seconds West 111.39 feet to the Point of Curvature of a curve to the left having a radius of 603.36 feet; thence on and along the arc of said curve 282.91 feet to the Point of Tangency, said arc being subtended by a chord bearing South 07 degrees 51 minutes 10 seconds East and a chord distance of 280.32 feet; thence South 21 degrees 17 minutes 08 seconds East 57.40 feet to the Point of Curvature of a curve to the right having a radius of 500.00 feet; thence on and along the arc of said curve 162.97 feet, said curve being subtended by a chord bearing South 11 degrees 56 minutes 53 seconds East and a chord distance of 162.25 feet; thence South 42 degrees 40 minutes 36 seconds West 21.21 feet; thence South 87 degrees 41 minutes 23 seconds West 111.04 feet; thence North 02 degrees 18 minutes 37 seconds West 100.00 feet; thence South 87 degrees 41 minutes 23 seconds West 241.96 feet; thence

North 02 degrees 18 minutes 37 seconds West 390.46 feet; thence North 46 degrees 11 minutes 29 seconds West 151.98 feet; thence South 87 degrees 41 minutes 23 seconds West 378.41 feet; thence North 15 degrees 47 minutes 37 seconds East 111.72 feet to a point on a curve to the right having a radius of 125.00 feet; thence on and along the arc of said curve 70.51 feet, said arc being subtended by a chord bearing North 58 degrees 02 minutes 46 seconds West and a chord distance of 69.58 feet; thence North 48 degrees 06 minutes 52 seconds East 50.00 feet to a point on a curve to the right having a radius of 75.00 feet; thence on and along the arc of said curve 51.80 feet, said arc being subtended by a chord bearing North 22 degrees 05 minutes 53 seconds West and a chord distance of 50.78 feet; thence North 02 degrees 18 minutes 37 seconds West 25.00 feet; thence North 87 degrees 41 minutes 23 seconds East 610.00 feet; thence South 73 degrees 11 minutes 26 seconds East 123.40 feet; thence South 82 degrees 17 minutes 06 seconds East 158.01 feet to the POINT OF BEGINNING of this described tract, containing 8.524 acres more or less. **AKA SUMMERFIELD CROSSING, BLOCK E,** Subject to all legal rights-of-way, easements and restrictions of **SECTION 1** record.


SUMMERFIELD VILLAGE SUBDIVISION, SECTION 1, CONSISTS OF 44 LOTS, NUMBERED 82 THROUGH 111, ALSO LOTS 154 THROUGH 167 AND ONE (1) COMMON AREA TOGETHER WITH STREETS AND EASEMENTS AS SHOWN HEREON.

THE SIZE OF LOTS AND COMMON AREAS AND WIDTHS OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

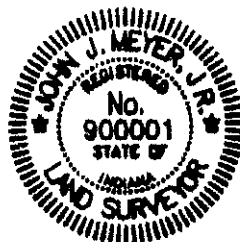
I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THE MONUMENTS AS SHOWN HEREON EXIST OR WILL EXIST, AND THAT THE WITHIN PLAT REPRESENTS A SUBDIVISION OF THE LANDS SURVEYED UNDER MY DIRECT SUPERVISION ON NOVEMBER 26, 1997, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF DEPICTS A TRUE AND ACCURATE REPRESENTATION OF THE ABOVE DESCRIBED LAND DESCRIPTION.

WITNESS MY HAND AND LAND SURVEYOR'S SEAL THIS

17 TH DAY OF MAY, 1999.



JOHN J. MEYER, JR.
REGISTERED LAND SURVEYOR, INDIANA - No. 900001

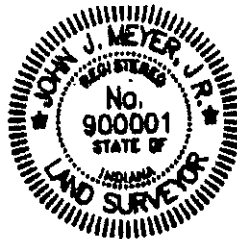


In Witness whereof, C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, have hereunto caused its and their names to be

LAND DESCRIPTION.

WITNESS MY HAND AND LAND SURVEYOR'S SEAL THIS

17TH DAY OF MAY, 1999



John J. Meyer, Jr.
JOHN J. MEYER, JR.
REGISTERED LAND SURVEYOR, INDIANA - No. 900001

In Witness whereof, C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, have hereunto caused its and their names to be

subscribed this 24th day of May, 1999
C.P. Morgan Investment Co., Inc., General Partner

Mark W. Boyce
Mark W. Boyce, Vice President
State of Indiana



County of HAMILTON } SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, and acknowledged the execution of the foregoing instrument as its voluntary act and deed and affixed their signature thereto.

Witness my signature and Notarial Seal this 24th day of

MAY, 1999

Notary Public: Michelle M. Cooper

Printed: MICHELLE M. COOPER My Commission expires: 6-17-2001

County of Residence: Marion

1. PUBLIC STREETS - The streets and public right-of-ways shown hereon, subject to construction standards and acceptance, are hereby dedicated to the public use, to be owned and maintained by the governmental body having jurisdiction.
2. No fence, wall, hedge, tree or shrub planting or other similar item which obstructs sight lines at elevation between 2.5 and 8 feet above the street, shall be permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting points 25 feet from the intersection of said street lines (25 feet for minor streets and 50 feet for arterial streets), or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street right-of-way line with the edge of a driveway pavement or alley line. No driveway shall be located

within 40 feet of the intersection of two street centerlines or within 70 feet for corner lots.

3. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Greenwood Board of Public Works and Safety. Property owners must maintain these swales as sodded grassways, 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 appropriate sized culverts or other approved structures have been permitted by the B.P.W. & S. Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the B.P.W. & S. will cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment. Failure to pay will result in a lien against the property.
4. Where the sanitary drainage system can discharge into the sewer by gravity flow, the lowest floor elevation where a plumbing fixture or floor drain is installed must be a minimum of 12 inches above the top of the lowest downstream or upstream manhole casting nearest to the subject lateral connection. Where part of the drainage system cannot be discharged to the sewer by gravity flow, this part of the system shall be discharged into a tightly covered and vented sump from which the contents shall be lifted and discharged into the building gravity drainage system a minimum of 12 inches above the top of the lowest downstream manhole casting nearest to the subject lateral connection.
5. No above ground swimming pools shall be permitted in this subdivision.
6. No detached storage sheds or mini-barns shall be installed or permitted in this subdivision.
7. A perpetual six (6) foot maintenance, fire protection (non-building), and drainage easement shall be provided on the neighboring lot adjacent to the zero lot line property line, which, with the exception of walls and/or fences, shall be kept clear of structures.
8. The foregoing Real Estate is subject to the provisions of the Declaration of Covenants and Restrictions of Summerfield Village, recorded as Instrument No. 199-018284 in the Office of the Recorder of Johnson County, Indiana.

ENTERED FOR TAXATION, this 15th day of June, 19 99

fences, shall be kept clear of structures.

8. The foregoing Real Estate is subject to the provisions of the Declaration of Covenants and Restrictions of Summerfield Village, recorded as Instrument No. 1999-018284 in the Office of the Recorder of Johnson County, Indiana.

ENTERED FOR TAXATION this 15th day of JUNE, 19 99

Deborah A. Shutta
DEBORAH A. SHUTTA, Johnson County Auditor

No. 1999-018286 RECEIVED FOR RECORD this 15th day of JUNE, 19 99, at 2:14 P.M. and Recorded in Plat Book D, Pages 206A+B

Jan Harmon
JAN HARMON, Johnson County Recorder

DEDICATION AND APPROVAL STATEMENT

This plat is hereby given secondary approval by the City of Greenwood, Johnson County, Indiana, to wit:

SECONDARY APPROVAL is hereby granted by the Greenwood Advisory Plan

Commission on the 11th day of January, 19 99

Kevin L. Downey
KEVIN L. DOWNEY - Plan Commission

Clinton E. Ferguson
CLINTON E. FERGUSON - Director

BE IT RESOLVED by the Board of Public Works and Safety, City of Greenwood, Johnson County, Indiana, that the dedications shown on

this plat are hereby approved and accepted this 10th day of JUNE 19 99

Charles E. Henderson
CHARLES E. HENDERSON, Mayor

Kevin A. Hoover
KEVIN A. HOOVER, Member

Warren E. Beville
WARREN E. BEVILLE, Member

ATTEST: Genevieve Worsham
GENEVIEVE WORSHAM, Clerk-Treasurer

SHEET 2 OF 2

THIS INSTRUMENT
PREPARED BY:
JOHN J. MEYER, JR.

KOE ENGINEERING & SURVEYING, INC.

70 EAST MAIN STREET
GREENWOOD, IN 46143
PH: (317) 881-1337

37.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SUMMERFIELD VILLAGE**

THIS DECLARATION, dated June 1, 1999, is by C.P. MORGAN COMMUNITIES, L.P., an Indiana limited partnership ("Developer").

Recitals:

A. Developer is the purchaser and owner of all of the lands contained in the area shown on Exhibit "A", attached hereto and made a part hereof, which lands will be subdivided for development of Summerfield Village, a single family housing development in Johnson County, Indiana (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 Johnson County, Indiana (the "Plats").

B. 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 contained herein contained and as set forth in the Plats (the "Declaration" or "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and future owners thereof.

Terms:

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the 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 Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to the Restrictions, and shall inure to the benefit of Developer's successors in title to any real estate in the Development. Developer specifically reserves unto itself the right and privilege to exclude any real estate from the Development, or to include additional real estate in the Development including real estate adjacent to the Development.

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

A. "Assessment" shall mean the share of the Common Expenses imposed on each Lot or other special assessments, as determined and levied pursuant to the provisions of paragraph 5 hereof.

B. "Association" shall mean the Summerfield Village Homeowners' Association, Inc., an Indiana nonprofit corporation formed or to be formed under the Indiana Nonprofit Corporation Act of 1991, as amended.

C. "Board" shall mean the Board of Directors of the Association.

D. "Committee" shall mean the Development Control Committee, composed of three (3) members of the Association appointed by the Board. The members of the Committee shall serve for one (1) year terms, but are subject to removal by the Board at any time with or without cause. Any vacancies on the Committee from time to time existing shall be filled by appointment by the Board. Notwithstanding anything herein to the contrary, Developer shall have the powers and authority of the Committee during the Development Period.

E. "Common Area(s)" shall mean those areas and all improvements located thereon set aside for recreation areas, theme structures or landscaped areas or mounds at street entrances, lights, park areas, street landscaping, the Lakes, as defined herein, the shoreline area of the Lakes as shown on the Plats and any other areas so designated on the Plats.

F. "Common Expenses" shall mean the actual and estimated cost to the Association of its proportionate share of the costs for maintenance, management, operation, repair, improvement and replacement of the Common Areas, and any other cost or expense incurred by the Association for the benefit of the Common Areas or for the benefit of the Association.

G. "Development Period" shall mean the period of time during which Developer owns at least one (1) Lot as defined herein.

H. "Lake" or "Lakes" shall mean and refer to the water detention pond(s) or lake(s) and common area portion of the shoreline area as shown on the Plats which serves or shall serve as part of the storm and surface water drainage system serving the Development, as such are or in the future shall be more particularly described on the Plats.

I. "Limited Common Area" may appear upon the Plats designated by block letter and further identified as a "cul-de-loop" which is created for the exclusive use and enjoyment of those particular lots having public street access therefrom. Each such owner shall have an easement for ingress and egress in common with the other adjacent owners to the public street across such area. Such cul-de-loop may further have a landscaped island as may be shown on the Plats therein adjacent to the public right-of-way and such Limited Common Area shall be owned and maintained by equal undivided interests as tenants in common of the lots abutting thereon and using the cul-de-loop as a means of ingress and egress to the public street. Such maintenance and repair shall be undertaken by a determination in writing of a majority of the lot owners having an undivided interest in the Limited Common Area, and upon the failure of any such lot owner to pay his equal contributive share for such maintenance or repair, the remaining lot owners or any one of them may advance the defaulting lot owner's contributive share upon thirty (30) days' written notice and such advancement shall constitute a lien upon the lot of the defaulting lot owner enforceable in the same manner and under the same terms as made and provided under the provisions of the Mechanics Lien Laws of the State of Indiana, Chapter 116 of the Acts of the 1909 Indiana General Assembly as amended to date, I.C. 32-8-3-1 et seq. Any such lien shall be

subordinate to the lien of any first mortgage and any first mortgagee taking title to a lot by foreclosure or deed in lieu thereof shall take title free and clear of any such assessments for work performed prior to such mortgagee's taking title.

J. "Lot" or "Lots" shall mean any parcel(s) of real estate, whether residential or otherwise, described by one of the Plats.

K. "Member" shall mean any person or entity holding membership in the Association as provided in this Declaration.

L. "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 (1) having such interest merely as security for the performance of an obligation, and (2) who have agreed to purchase a Lot from the Developer, but have not acquired title to such Lot.

2. Organization and Duties of Association.

A. Organization of Association. The Association shall be organized as a nonprofit corporation under the laws of the State of Indiana, to be operated in accordance with the Articles of Incorporation which have been filed or will be filed by Developer, and the Code of By-Laws of the Association. The membership of the Association shall consist of one class of voting members, with each Member having equal voting rights. In the event that any one Lot shall be owned by more than one person, partnership, trust, corporation, or other entity, they shall be treated collectively as one Member for voting purposes, so that as to any matter being considered by the Association, only one vote appertains to each Lot. Notwithstanding anything herein to the contrary, during the Development Period, all actions of the Association shall require the prior written approval of the Developer.

B. 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 Common Areas, the determination of Common Expenses, and the collection of annual and special Assessments. 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 terms, covenants, conditions and restrictions contained in the Plats. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of 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.

C. Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, in accordance with paragraph 10 of this Declaration.

D. Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury. The Association may, but need not, maintain in force adequate officers and directors insurance

covering the officers and directors of the Association. If appropriate, the Association shall also maintain in force adequate fire and extended coverage insurance, insuring all Common Areas against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value of such improvements and property. 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 Developer, any property manager, their respective employees and agents, the 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 parties against other insured parties.

The Association may maintain a fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of one (1) years' assessment on all Lots in the Development, plus the Association's reserve funds.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days written notice to the Association, and all mortgagees who have requested such notice, before the insurance policies or fidelity bonds can be canceled or substantially modified for any reason.

E. Condemnation, Destruction. In the event that any of the Common Areas 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 Common Areas 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 Common Areas or turned over to the Owners in proportion to their Pro-rata Shares (as hereinafter defined), whichever may be determined by a majority vote of the members of the Association. 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 Common Areas. The Association shall notify all Mortgagees of which it has notice of any condemnation, damage, or destruction of any Common Areas.

F. Transfer of Control of the Association. Developer shall transfer control of the Association (subject to its rights under Section 2.A. hereof) as soon as is practical upon the transfer of a number of Lots equal to eighty percent (80%) of the Lots in the Development; provided, however, that Developer may transfer control of the Association at an earlier date in its sole discretion.

G. Interim Advisory Committee. Until such time as Developer shall transfer control of the Association pursuant to paragraph 2.F. hereof, there shall exist an Interim Advisory Committee (the "Committee"). The Committee shall serve as a liaison between the Owners (other than the Developer) and the Association, and advise the Association from time to time during such period. The Committee shall consist of three (3) members, each of whom must be an Owner (other than Developer, or an officer, director or employee of Developer). The members of the Committee shall serve without compensation. The Committee shall be elected for a term of one (1) year by the Owners (other than Developer) at a meeting thereof called for such purpose. The Owners (other than Developer) may remove any member of the Committee with or without cause, and elect a successor at a meeting thereof called for such purpose.

H. Mortgagees' Rights. Any mortgagees of any Owners shall have the right, at their option, jointly or severally, to pay taxes or other charges which are in default or which may or have become a charge against the Common Areas and to pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Common Areas, and mortgagees making such payment shall be owed immediate reimbursement therefor from the Association. In addition, neither the Owners nor the Association shall materially impair the right of any mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate.

3. Powers of Committee.

A. In General. No dwelling, building structure, fencing, exterior painting (excluding repainting in the same color) or exterior improvement of any type or kind (excluding landscaping) shall be constructed or placed on any Lot without the prior written approval of the Committee. Such approval shall be obtained only after written application requesting authorization has been made to the Committee by the Owner of the Lot. Such written application shall be in the manner and form prescribed from time to time by the Committee, and the Committee may require a set of plans and specifications for any such proposed construction or improvement. The Committee may require that such plans include plot plans showing the location of all improvements existing upon the Lot and the location of the improvements proposed to be constructed or placed upon the Lot, each properly and clearly designated. The Committee may also require that such plans and specifications set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. The Committee has the authority to approve or disapprove all fences based on material, color, height and placement. Notwithstanding anything herein to the contrary, approval of the Committee will not be required for improvements, fencing or structures placed on a Lot by the Developer.

B. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(1) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvements to be in violation of these Restrictions;

(2) The design, proposed material or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures, including trim, siding, roof and brick colors, or with the Development in general;

(3) The proposed improvement or any part thereof would architecturally, in the reasonable judgment of the Committee, be contrary to the interests, welfare or rights of all or any other Owners.

C. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been received. A copy of submitted materials shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons therefor. The Committee shall further affix its signature of approval upon two (2) site plans for purposes of obtaining an Improvement Location Permit, or similar permit, from the Permits Section of the Department of Metropolitan Development, or other applicable governmental authority, if such are required.

D. Liability of Committee. Neither the Committee nor any agent or member thereof, nor Developer during the Development Period or thereafter, 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.

E. Inspection. The Committee or its designated agent may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

F. Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever two or more contiguous Lots shall be owned by the same Owner, and such Owner shall desire to use two or more of said Lots as a site for a single dwelling, he shall apply in writing to the Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single dwelling shall be treated as a single Lot for the purpose of determining the Assessment and for applying these Restrictions to said Lots, so long as such Lots remain improved with one single dwelling.

4. Remedies.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, any Owner, the Association, or any applicable governmental authority, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but Developer or the Association shall not be liable for damages of any kind to any person for failing either to 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 that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

5. Covenants for Maintenance Assessments.

A. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within the Development and promoting the health, safety, and welfare of the Owners, users, and occupants of the Development and, in particular, for the Association's obligations relating to the improvement, repairing, operating, and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon, enforcement of the Restrictions, and for the cost of labor, equipment, material, and management furnished with respect to the Common Areas; provided that the Association shall not be responsible for the replacement, repair or maintenance of any Common Areas which are or hereafter may be dedicated to the public. Each Owner (except the Developer) hereby covenants and agrees to pay to the Association:

(a) A Pro-rata Share (as hereinafter defined) of the annual Assessment fixed, established, and determined from time to time, as hereinafter provided.

(b) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

The Developer hereby covenants and agrees to pay to the Association during the Development Period an amount equal to the difference, if any, between the expenditures of the Association made pursuant to this Section 5.A and the aggregate amount of the annual Assessments collected by the Association.

B. Liability for Assessment. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot other than Lots owned by the Developer and shall constitute a lien from and after the due date thereof in favor of the Association upon each such 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 such 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 sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer 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.

C. Pro-rata Share. The Pro-rata Share of each Owner for purposes of this paragraph 5 shall be the percentage obtained by dividing one by the total number of Lots shown on the Plats of the Development ("Pro-rata Share"), except, as provided in Paragraph 3F herein.

D. Basis of Annual Assessments. The Board shall establish an annual budget prior to the beginning of each fiscal year, setting forth estimates of all Common 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 mailed or delivered to each Owner prior to the beginning of each fiscal year of the Association.

E. Basis of Special Assessments. Should the Board at any time during the fiscal year determine that the Assessment levied with respect to such year are insufficient to pay the Common Expenses for such year, the Board may, at any time, and from time to time levy such special Assessments as it may deem necessary for meeting the Common Expenses. In addition, the Board 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 Common Expense not provided for by the annual Assessments.

F. Fiscal Year. Date of Commencement of Assessments: Due Dates. 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. At the election of the Developer, the annual Assessments of each Lot in each section of the Development shall commence on the first day of the second month following the month in which Developer first conveys ownership of any Lot in such section to an Owner. The first annual Assessment within each section of the Development shall be made for the balance of the Association's fiscal year in which such Assessment is made and shall become due and payable commencing on any date fixed by the Association. 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.

G. Duties of the Association.

(i) The Board shall keep proper books and records of the levy and collection of each annual and special Assessment, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept by 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 during regular business hours of the Association. The Board shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed or delivered 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 or delivered 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 or delivery of such notice.

(ii) The Association shall promptly furnish to any Owner or any mortgagee of any Owner upon request a certificate in writing signed by an officer 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 person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(iii) The Association shall notify any mortgagee from which it has received a 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.

H. Non-payment of Assessments: Remedies of Association.

(i) 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, and shall be collected in the same manner as the Assessments described in paragraph ii hereof; 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.

(ii) If any Assessment upon any Lot is not paid within thirty (30) 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 an annual rate which is two times the rate in effect for ninety-day U.S. Treasury Bills at the time such Assessment is due, but in no event greater than the maximum rate allowable under any applicable usury laws, 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.

I. Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common 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 Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common 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).

6. **Effect of Becoming an Owner.** The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the new Owner acknowledges the rights and powers of Developer with respect to these Restrictions and also for themselves, their heirs, personal representatives, successors and assigns. Such Owners covenant and agree and consent to and with Developer and to and with the Owners and subsequent owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

7. **Control of the Lakes and Common Areas.**

A. **Control by the Board.** The Board shall regulate the Lakes and Common Areas and shall provide for the maintenance thereof in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures in the vicinity thereof and the natural or other vegetation and topography of the Lakes and Common Areas.

B. **Conditions.** No improvements, excavation, changes in grade or other work shall be done upon the Lakes or Common Areas by any Owner, nor shall the Lakes or Common Areas be changed by any Owner from its natural or improved existing state, without the prior written approval of the Board.

8. **Restrictions, Covenants and Regulations.**

A. **Restrictions on Use.** The following covenants and restrictions on the use and enjoyment of the Lots, the Lakes, and the Common Areas shall be in addition to any other covenants or restrictions contained herein or in the Plats and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any of such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

(a) No one other than Owners who are Members in good standing with the Association, or such an Owner's occupant, tenants, guests or invitees, may use the Lakes or the Common Areas.

(b) No nuisance shall be permitted to exist on any Lot and no waste shall be committed on any Lot which shall or might damage or cause injury to the Lakes or the Common Areas.

(c) All Owners and members of their families, their guests, or invitees, and all occupants of any Lot or the Properties or other persons entitled to use the same and to use and enjoy the Lakes and the Common Areas, shall observe and be

governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Lakes and the Common Areas.

(d) No Owner shall be allowed to plant trees, landscape or do any gardening in any part of the Lakes or the Common Areas, except with express permission from the Board.

(e) The Lakes and the Common Areas shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. Without limiting the generality of the foregoing, the Lakes are and will be an integral part of the storm water drainage system serving the Development, and are intended to be used for such purpose and primarily as a visual and aesthetic amenity and not as a recreational amenity. Accordingly, no use shall be made of the Lakes which in any way interferes with their proper functioning as part of such storm water drainage system. No boating, swimming, diving, skiing, ice skating or other recreational activity shall be permitted in or on the Lakes. No sewage, garbage, refuse, or other solid, liquid, gaseous or other materials or items (other than storm and surface water drainage) shall be put into the Lakes, except the Association may take steps to clear and purify the waters thereof by the addition of chemicals or other substances commonly used for such purposes or by providing therein structures and equipment to aerate the same. Fishing from the shoreline area of the Lakes by an Owner, his occupants, his invited guests and family, shall be permitted subject to rules determined by the Association and obedience and compliance with all applicable fishing and game laws, ordinances, rules and regulations. No Owner or other person shall take or remove any water from or out of the Lakes, or utilize the water contained therein for any purposes, including, without limitation, connection with any sprinkler or irrigation systems. No piers, docks, retaining walls, rafts or other improvements shall be built, constructed or located on any Lot or on the Properties, except by Developer and/or the Association, which extend into, or to within twenty-five (25) feet from the shoreline of the Lakes.

B. Non-applicability to Association. Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth in subparagraph A of this paragraph 8 shall not apply to or be binding upon the Association in its management, administration, operation, maintenance, repair, replacement and upkeep of the Lakes and Common Areas to the extent the application thereof could or might hinder, delay or otherwise adversely affect the Association in the performance of its duties, obligations and responsibilities as to the Lakes and Common Areas.

9. Duration. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period commencing on the date this Declaration is recorded and expiring on December 31, 2024, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Changes or amendments in these covenants, conditions and restrictions may be made by Owners in accordance with paragraph 10 hereof.

10. Amendment of Declaration.

A. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(i) **Notice.** Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

(ii) **Resolution.** A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

(iii) **Meeting.** The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws of the Association.

(iv) **Adoption.** Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners; provided, however, that during the Development Period, any amendment to this Declaration shall require the prior written approval of Developer. In the event any Lot is subject to a first mortgage, the mortgagee thereunder shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the mortgagee has given prior written notice of its mortgage interest to the Association.

(v) **Special Amendments.** No amendment to this Declaration shall be adopted which changes the applicable share of an Owner's liability for assessments, or the method of determining the same, without, in each and any of such circumstances, the unanimous approval of all Owners and all mortgagees whose mortgage interests have been made known to the Association.

(vi) **Recording.** Each amendment to this Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Johnson County, Indiana, and such amendment shall not become effective until so recorded.

B. Amendments by Developer Alone. Notwithstanding the foregoing or anything elsewhere contained herein, the Developer shall have and hereby reserves the right and power acting alone, and without the consent or approval of any other of the Owners, the Association, the Board of Directors, any mortgagees or any other person, except as provided below, to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities

to make, purchase, sell, insure or guarantee first mortgages covering Lots, (c) to bring this Declaration into compliance with any statutory requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) functions similar to those performed by such agencies or entities, (e) to annex additional real estate to the Development, or (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by, and granted by each Owner to the Developer to vote in favor of, make, or consent to any amendments described in this subparagraph B on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to vote in favor of, make, execute and record any such amendments. The right of the Developer to act pursuant to rights reserved or granted under this subparagraph B shall terminate upon the completion of the Development Period.

11. **HUD/VA Approval.** During the Development Period, the following actions will require the prior approval of the Department of Housing and Urban Development or the Department of Veterans Affairs: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

12. **Severability.** Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants, Conditions and Restrictions for Summerfield Village to be executed as of the date written above.

C.P. MORGAN COMMUNITIES, L.P.


By: C.P. Morgan Investment Co., Inc.,
General Partner

By: 
Mark W. Boyce, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Mark W. Boyce, the Vice President of C.P. Morgan Investment Co., Inc., the general partner of C.P. Morgan Communities, L.P., who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions for Summerfield Village on behalf of such developer, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 1st day of June, 1999.

Michelle M. Cooper
Michelle M. Cooper Notary Public


My Commission Expires: 10-17-2001 My County of Residence is: Hamilton

This Instrument was prepared by Lewis E. Willis, Jr., Attorney at Law.

X:G11VA11507.sb

EXHIBIT "A"

BLOCK E LEGAL DESCRIPTION

A part of the of the Southeast Quarter of Section 8, Township 13 North, Range 4 East of the Second Principal Meridian in Pleasant Township, Johnson County, Indiana, more particularly described as follows:

COMMENCING at the Northwest corner of the Southeast Quarter of said Section 8; thence North 87 degrees 41 minutes 23 seconds East on and along the North line of said Quarter Section a distance of 284.19 feet; thence South 02 degrees 18 minutes 37 seconds East a distance of 50.00 feet to the POINT OF BEGINNING of this described tract; thence North 87 degrees 41 minutes 23 seconds East and parallel to the North line of said Quarter Section a distance of 1319.59 feet; thence South 00 degrees 27 minutes 04 seconds East a distance of 369.88 feet to a point on a curve to the left having a radius of 185.00 feet; thence on and along the arc of said curve a distance of 162.22 feet, said arc being subtended by a chord with a bearing of South 30 degrees 42 minutes 03 seconds West and a chord distance of 157.08 feet to the Point of Tangency of said curve; thence South 05 degrees 34 minutes 47 seconds West a distance of 111.39 feet to the Point of Curvature of a curve to the left having a radius of 603.36 feet; thence on and along the arc of said curve a distance of 282.91 feet, said arc being subtended by a chord with a bearing of South 07 degrees 51 minutes 10 seconds East and a chord distance of 280.32 feet to the Point of Tangency of said curve; thence South 21 degrees 17 minutes 08 seconds East a distance of 57.40 feet to the point curvature of a curve to the right having a radius of 500.00 feet; thence on and along the arc of said curve a distance of 162.97 feet, said arc being subtended by a chord with a bearing of South 11 degrees 56 minutes 53 seconds East and a chord distance of 162.25 feet; thence South 42 degrees 40 minutes 36 seconds West a distance of 21.21 feet; thence South 87 degrees 41 minutes 23 seconds West a distance of 363.30 feet; thence South 00 degrees 00 minutes 00 seconds West a distance of 172.85 feet; thence South 87 degrees 24 minutes 03 seconds West a distance of 933.32 feet; thence North 00 degrees 35 minutes 28 seconds West a distance of 1298.00 feet to the POINT OF BEGINNING containing 36.590 acres more or less.

Subject to all legal rights-of-way, easements and restrictions of record.

21.

PLAT COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMERFIELD VILLAGE

The undersigned, C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President as Owner of the within described real estate, do hereby lay off, plat and subdivide the same into lots and streets in accordance with the within plat. The within plat shall be known and designated as Summerfield Village, a subdivision in the City of Greenwood, Johnson County, Indiana.

Public Streets:

The streets and public rights-of-way shown hereon, subject to construction standards and acceptance, are hereby dedicated to the public use, to be owned and maintained by the governmental body having jurisdiction.

Residential Uses:

All lots in this subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part hereof other than the home occupations permitted in the Zoning Ordinance of Greenwood, Indiana.

Building Location:

No building or structure shall be located on any lot nearer to the front lot line or nearer to the side street lot line (corner lots) than the minimum building setback lines as shown on the within plat.

Drainage, Utility and Sewer Easements:

There are strips of ground as shown on the within plat marked "DU&SE" (drainage utility and sewer easement) which are reserved for the nonexclusive use of public utility companies, including cable television companies but not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines, wires, sewers and drainage, subject at all times to the proper authorities and to the easements herein reserved. No permanent or other structures shall be erected or maintained on said strips except for fences, patios, decks, driveways and walkways. The owners of such lots in this addition, however, shall take their title subject to the nonexclusive rights of the public utilities and other owners of said lots in this addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

Drainage Easements:

There are areas of ground on the plat marked "drainage easements". The drainage easements are hereby created and reserved: (I) for the use of Developer during the "development period", as such term is defined in the declaration of covenants, conditions and restrictions, for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations for the real estate and adjoining property and (II) for the nonexclusive use of the Association (as defined in the declaration), the Department of Public Works or any other applicable governmental authority for access to and maintenance, repair and replacement of such drainage system and common areas; provided, however, the owner of any lot in the subdivision subject to a drainage easement shall be required to keep the portion of said drainage

easement on his lot free from obstructions so that the surface water drainage will be unimpeded. The delineation of the drainage easement areas on the plat shall not be deemed a limitation on the right of any entity for whose use of any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to by this paragraph. No permanent or other structures shall be erected or maintained on said drainage easements except for fences, patios, decks, driveways and walkways. The owners of such lots in this subdivision, however, shall take their title subject to the nonexclusive rights of the Department of Public Works and other owners of said lots in this addition to said easements herein granted for ingress and egress in, along and through the strips so reserved.

Developer's Right to Perform Certain Maintenance:

In the event that any owner of a lot shall fail to maintain his lot and any improvements situated thereon in accordance with these restrictions, Developer shall have the right, but not obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvement situated thereon, if any, conform to the requirements of these restrictions. The cost thereof shall be an expense of the lot owners and the Developer may seek collection of costs in any reasonable manner including placing a lien against said real estate for the expense thereof. Neither the Developer, nor any of its agents, employees or contractors shall be liable for any damage, which may result from any maintenance work performed hereunder. Upon completion of the development period, the Association shall succeed to the rights of the Developer.

Common Area:

There are areas of ground on the plat marked "Common Area". The common areas are hereby created and reserved:

- I. For the common visual and aesthetic enjoyment of the owners; and
- II. For the use by the Developer during the development period for the installation of retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands; and
- III. For the use as retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands; and
- IV. For the ownership and use of the Association for the management and control of retention and detention ponds or lakes, entryways, trails, playgrounds, community gardens and nature parklands, and the installation, maintenance and repair of improvements thereto.

Sight Distance at Intersections:

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and one-half (2.5) feet and eight (8) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, and a line connecting points twenty five (25) feet from the intersection of said street lines or in the case of a rounded property corner, from the intersection of the street right-of-way lines extended. The same sight line limitations shall apply to any lot within ten (10) feet of the intersections of a street right-of-

way line with the edge of the driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of the sight line.

Landscape Easement and Entry Features:

There are Landscape Easements (L.E.) located on either side of the entrances. These areas are created and reserved for installation and maintenance of landscaping and entry features such as but not limited to permanent walls, signs, fences and landscaping material. These landscaped areas and features shall be maintained by the Association and are not the responsibility of the City of Greenwood, Indiana.

Driveways:

All driveways will be paved by the builder at the time of the original construction. Maintenance of the driveways thereafter, including resurfacing or repaving, shall be the responsibility of the homeowner and conform with and be uniform to the surface provided at the time of original construction.

Sidewalks:

Each residence constructed on a lot shall have a continuous sidewalk from the driveway to the front porch.

Signs:

No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except the Developer may use larger signs during the sale and development of this subdivision.

Mailboxes:

The mailboxes that may be initially installed by the Developer may include a newspaper holder/box. No additional newspaper boxes or attachments may be added to the mailbox structure.

Animals:

No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision. No noxious, unlawful or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Motor Vehicles and Trailers:

All motor vehicles belonging to members of a household shall have permanent parking spaces in garages or driveways and no disabled vehicle shall be openly stored on any residential lot. Only passenger cars, station wagons or small trucks (pickups, vans of a size not larger than may be parked within the garage) shall be regularly parking on or adjacent to a lot. Also, no boat, trailer, camper or motor home of any kind (including, but not in limitation thereof, house trailers,

camper trailers or boat trailers) shall be kept or parked upon said lot except within a garage or other approved structure.

Trash and Waste:

No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste. All trash, rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view. All trash, rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.

Storage Tanks:

Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

Water and Sewage:

No private or semi-private water supply and/or sewage disposal system (septic tanks, absorption fields or any other method of sewage disposal) shall be located or constructed on any lot or lots in the subdivision.

Antennas:

No antenna in this subdivision shall exceed five (5) feet above a roof peak.

Satellite Dishes:

No satellite dishes shall be installed or permitted in this subdivision except those with a diameter of one (1) meter or less. No satellite dish shall be erected without the prior written approval of the Development Control Committee.

Gutters and Downspouts:

All gutters and downspouts in this subdivision shall be painted or of a colored material other than gray galvanized.

Awnings:

No metal, fiberglass or similar type material awnings or patio covers shall be permitted in this subdivision.

Swimming Pools:

No above ground swimming pools shall be permitted in this subdivision.

Solar Heat Panels:

No solar heat panels shall be permitted on roofs of any structures in this subdivision. All such panels will be enclosed within fenced areas and shall be concealed from the view of neighboring lots and the streets.

Detached Storage Sheds and Mini-Barns:

No detached storage sheds or mini-barns shall be installed or permitted in this subdivision.

Modular Homes:

Modular homes shall not be permitted in this subdivision.

Street Access:

All lots shall be accessed from the interior streets of this subdivision. There shall be no direct driveway access to County Road 750 North (Worthville Road).

Drainage Swales:

Drainage swales (ditches) along dedicated roadways and within the right-of-way or on dedicated easements are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Department of Public Works. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Department of Public Works. Culverts must be protected especially at the ends by head walls or metal end sections, and, if damaged enough to retard the water flow, must be replaced. Any property owner altering, changing or damaging these drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by registered mail, after which time, if no action is taken, the Department of Public Works or Association may cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for immediate payment.

Nonexclusive Easement:

Whenever a building is constructed so as to be substantially contiguous with a side lot line, then to the extent necessary, the owner of such lot is hereby granted a three (3) foot access easement upon the adjoining lot for maintenance and the encroachment by walls, eaves, roof overhang, gutters and the like. Said nonexclusive easement is hereby granted, as necessary or appropriate, for underground utility lines and utility services within said three (3) foot easement and said nonexclusive easement shall run in favor of the owners of said lots and to all public, private and municipal utility companies (including cable television and the like); provided, there shall be maintained a minimum distance between buildings of ten (10) feet, and a minimum distance between buildings backing up to each other of twenty (20) feet. Said nonexclusive easement is also hereby granted to the builder of such lot for the purpose of home construction or reconstruction. It shall be the builder's responsibility to replace or repair in kind to the adjoining lot those improvements disturbed by said construction.

Fencing:

No fence shall be higher than six (6) feet. No fencing shall extend forward at a point, which is ten (10) feet behind the front corner of the residence. All fencing shall be constructed of wood, vinyl, or vinyl coated chainlink. All chainlink fencing shall have a black or brown finish. No fences, except those fences installed initially by the Developer, shall be erected without the prior written consent of the Development Control Committee.

Enforcement:

Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, Association, any person or entity have any right, title or interest in the real estate (or any part thereof) and all persons or entities claiming under them against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions, provided, however, that neither the Developer nor the Association shall be liable for damages or any kind to any person for failing to enforce or carry out such covenants and restrictions.

The Greenwood Plan Commission, its successors and assigns, shall not have right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Greenwood Plan Commission; provided further that nothing herein shall be constructed to prevent the Greenwood Plan Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to approval of this plat by the Greenwood Plan Commission.

Term:

The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties claiming under them. These covenants shall be in full force and effect for a period of twenty-five (25) years from recording date. At which time said covenants shall be automatically extended for successive period of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgment of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, have hereunto caused its and their names to be subscribed this 13th day of January, 1999.

C.P. Morgan Investment Co., Inc., General Partner



Mark W. Boyce, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President, and acknowledged the execution of the foregoing instrument as its voluntary act and deed and affixed their signature thereto.

Witness my signature and Notarial Seal this 13th day of January 1999.

NOTARY PUBLIC:

Michelle M. Cooper
MICHELLE M. COOPER

My Commission Expires: 6-17-2001 My County of Residence: Newport

This Instrument prepared by C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President.

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SUMMERFIELD VILLAGE**

THIS FIRST AMENDMENT, dated August 20, 1999, is made by SUMMERFIELD VILLAGE HOMBOWNERS' ASSOCIATION, INC., an Indiana nonprofit corporation (the "Association").

Recitals:

- A. Summerfield Village is a single family housing development in Johnson County, Indiana (the "Development"), which is subject to that certain document entitled "Declaration of Covenants, Conditions and Restrictions for Summerfield Village," dated June 1, 1999, and recorded on June 15, 1999, as Instrument No. 1999-018284, in the Office of the Recorder of Johnson County, Indiana (the "Declaration").
- B. Section 2 C of the Declaration provides that the Association shall have the right to amend the Declaration at any time, and from time to time, in accordance with Section 10 thereof.
- C. The Association, having complied with the provisions of said Section 10, now desires to amend the Declaration in accordance with the terms hereof.

Terms:

NOW THEREFORE, the Association hereby amends the Declaration as follows:

1. The following is hereby added as new subsection (f) to Section 8(A) of the Declaration:

"(f) All motor vehicles utilized by any Owner of any Lot shall be kept and parked only in such Lot's garage or driveway. No motor vehicle, whether or not utilized by an Owner, shall be parked on any street or public right-of-way, except on a temporary and non-recurring basis. No disabled vehicles shall be openly stored on any Lot. Additionally, no boat, trailer, camper, motor-home, recreational vehicle, semi-tractor or trailer, or other similar vehicle, shall be kept or parked upon said Lot, except within the garage constructed for such Lot."

2. The undersigned hereby represents that the provisions governing the amendment of the Declaration, as described in Section 10 of the Declaration, have been met and satisfied.
3. Except as amended by this First Amendment, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be executed as of the date written above.


SUMMERFIELD VILLAGE
HOMEOWNERS' ASSOCIATION, INC.

By: *Mark W. Boyce*
Mark W. Boyce, President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Mark W. Boyce, President of Summerfield Village Homeowners' Association, Inc., an Indiana nonprofit corporation, who, having been duly sworn, executed the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Summerfield Village for and on behalf of said corporation and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 20th day of August, 1999.

Michelle M. Cooper
(MICHELLE M. COOPER) Notary Public


My Commission Expires:
6-17-2001

My County of Residence is:
Marion

This Instrument prepared by:

Lewis E. Willis, Jr., Esq.
Stark Doninger & Smith
50 South Meridian Street
Suite 700
Indianapolis, Indiana 46204.

(4)

17-0A

Recorded Johnson County, Indiana
Jean Harmon, Recorder
Date 02/14/2002 Time 09:32:22 1 of 4 Pgs
Inst # 2002-005894 OFF
Fee Amt: 18.00 1.00 *OCF*

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SUMMERFIELD VILLAGE**

THIS SECOND AMENDMENT, dated January 14, 2002 is made by C.P. Morgan Communities, L.P., an Indiana limited partnership (the "Developer").

Recitals:

A. Developer recorded a document entitled "Declaration of Covenants, Conditions and Restrictions for Summerfield Village" dated June 1, 1999, and recorded on June 15, 1999, as Instrument No. 1999018284, in the Office of the Recorder of Johnson County, Indiana, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Summerfield Village, dated August 20, 1999, and recorded on September 3, 1999, as Instrument No. 1999026202, in the Office of the Recorder of Johnson County, Indiana (the "Declaration").

B. Section 10 B (e) of the Declaration provides that the Developer shall have the right to amend the Declaration at any time, and from time to time, to annex additional real estate to the Development.

C. The Developer desires to submit additional real estate to the provisions of the Declaration.

Terms:

NOW THEREFORE, the Developer hereby amends the Declaration as follows:

1. The real estate in Johnson County, Indiana, more particularly described in Exhibit "A" attached hereto, shall be, and hereby is, submitted and made subject to the provisions of the Declaration, and the Declaration shall hereafter be construed as embracing such real estate and all improvements located thereon, whether now or hereafter constructed.

2. Except as provided in Section 1, above, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to Declaration of Covenants, Conditions and Restrictions for Summerfield Village to be executed as of the date written above.

C.P. MORGAN COMMUNITIES, L.P.

By: C.P. MORGAN INVESTMENT CO., INC.,
its general partner

By: [Signature]
Mark W. Boyce, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Mark W. Boyce, the Vice President of C.P. Morgan Investment Co., Inc., the general partner of C.P. Morgan Communities, L.P., an Indiana limited partnership, who, having been duly sworn, executed the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions for Summerfield Village for and on behalf of said partnership and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 14 day of January, 2002

[Signature]) Notary Public

My Commission Expires:
November 15 2009

My County of Residence is:
Hamilton

This Instrument prepared by and upon recording should be returned to:

Michelle Cooper
C.P. Morgan Communities
301 East Carmel Drive
Suite E-300
Carmel, Indiana 46032



LEGAL DESCRIPTION

A part of the Southeast Quarter of Section 8, Township 13 North, Range 4 East of the Second Principle Meridian in Pleasant Township, Johnson County, Indiana, more particularly described as follows:

COMMENCING at the Northwest corner of the Southeast Quarter of said Section 8; thence North 87 degrees 41 minutes 23 seconds East on and along the North line of said Quarter Section a distance of 285.69 feet; thence South 00 degrees 35 minutes 28 seconds East a distance of 1348.03 feet; thence North 87 degrees 24 minutes 03 seconds East a distance of 933.32 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 122.81 feet; thence North 87 degrees 41 minutes 23 seconds East a distance of 250.10 feet to the POINT OF BEGINNING of this described section; thence continuing North 87 degrees 41 minutes 23 seconds East a distance of 132.53 feet to the Point of Curvature of a curve to the right having a radius of 500.00 feet; thence on and along the arc of said curve a distance of 98.04 feet, said curve being subtended by a chord bearing South 88 degrees 41 minutes 35 seconds East and a chord distance of 97.88 feet to the Point of Tangency of said curve; thence South 81 degrees 04 minutes 32 seconds East a distance of 283.32 feet; thence South 00 degrees 02 minutes 41 seconds East a distance of 1039.97 feet; thence South 44 degrees 38 minutes 11 seconds West a distance of 168.44 feet; thence South 44 degrees 34 minutes 41 seconds West a distance of 249.97 feet; thence South 07 degrees 18 minutes 35 seconds East a distance of 76.16 feet to a point on the South line of said Southeast Quarter of Section 8; thence South 87 degrees 41 minutes 25 seconds West a distance of 477.45 feet; thence North 00 degrees 02 minutes 41 seconds West distance of 302.66 feet; thence North 89 degrees 57 minutes 19 seconds East a distance of 424.74 feet; thence North 44 degrees 22 minutes 28 seconds East a distance of 86.06 feet; thence North 43 degrees 28 minutes 02 seconds West a distance of 150.16 feet to a point on a curve to the left having a radius of 75.00 feet; thence on and along the arc of said curve a distance of 2.83 feet, said curve being subtended by a chord bearing North 45 degrees 27 minutes 12 seconds East and a chord distance of 2.83 feet to the Point of Tangency of said curve; thence North 44 degrees 22 minutes 28 seconds East a distance of 20.30 feet; thence North 45 degrees 37 minutes 34 seconds West a distance of 135.77 feet; thence North 00 degrees 02 minutes 41 seconds West a distance of 4.56 feet; thence South 89 degrees 57 minutes 19 seconds West a distance of 51.00 feet; thence North 00 degrees 02 minutes 41 seconds West a distance of 118.70 feet; thence North 02 degrees 55 minutes 38 seconds West a distance of 89.42 feet; thence North 00 degrees 02 minutes 41 seconds West a distance of 57.75 feet; thence North 06 degrees 17 minutes 44 seconds East a distance of 45.28 feet; thence North 00 degrees 02 minutes 41 seconds West a distance of 585.35 feet to the POINT OF BEGINNING of this described section, containing 16.154 acres more or less.

EXHIBIT "A"
(Page 1 of 2)

LEGAL DESCRIPTION

A part of the Southeast Quarter of Section 8, Township 13 North, Range 4 East of the Second Principle Meridian in Pleasant Township, Johnson County, Indiana, more particularly described as follows:

COMMENCING at the Northwest corner of the Southeast Quarter of said Section 8; thence North 87 degrees 41 minutes 23 seconds East on and along the North line of said Quarter Section a distance of 285.69 feet; thence South 00 degrees 35 minutes 28 seconds East a distance of 1348.03 feet; thence North 87 degrees 24 minutes 03 seconds East a distance of 933.32 feet to the POINT OF BEGINNING; thence North 00 degrees 00 minutes 00 seconds East a distance of 122.81 feet; thence North 87 degrees 41 minutes 23 seconds East a distance of 250.10 feet; thence South 00 degrees 02 minutes 41 seconds East a distance of 565.35 feet; thence South 06 degrees 17 minutes 44 seconds West a distance of 45.28 feet; thence South 00 degrees 02 minutes 41 seconds East a distance of 57.75 feet; thence South 02 degrees 55 minutes 38 seconds East a distance of 99.42 feet; thence South 00 degrees 02 minutes 41 seconds East a distance of 118.70 feet; thence North 89 degrees 57 minutes 19 seconds East a distance of 51.00 feet; thence South 00 degrees 02 minutes 41 seconds East a distance of 4.58 feet; thence South 45 degrees 37 minutes 34 seconds East a distance of 135.77 feet; thence South 44 degrees 22 minutes 26 seconds West a distance of 20.30 feet to the Point of Curvature of a curve to the right having a radius of 75.00 feet; thence on and along the arc of said curve a distance of 2.83 feet, said curve being subtended by a chord bearing South 45 degrees 27 minutes 12 seconds West and a chord distance of 2.83 feet to a point; thence South 43 degrees 28 minutes 02 seconds East a distance of 150.16 feet; thence South 44 degrees 22 minutes 26 seconds West a distance of 86.06 feet; thence South 89 degrees 57 minutes 19 seconds West a distance of 424.74 feet; North 00 degrees 02 minutes 41 seconds West a distance of 1040.00 feet to the POINT OF BEGINNING of this described section, containing 7.710 acres more or less.

EXHIBIT "A"
(Page 2 of 2)

Cross Reference: 1999-018284 and 1999-018285

Recorded Johnson County, Indiana
Jean Harmon, Recorder
Date 05/10/2002 Time 15:30:58 1 of 3 Pgs
Inst. # 2002-016033 OFF
17.00

**NOTICE OF STANDARDS
FOR DETACHED STORAGE SHEDS—
SUMMERFIELD VILLAGE HOMEOWNERS ASSOCIATION, INC.**

The Board of Directors and the Development Control Committee of the Summerfield Village Homeowners Association, Inc. ("Association") hereby give notice of Standards for Detached Storage Sheds which they have adopted and are applicable to the Summerfield Village subdivision.

WITNESSETH:

WHEREAS, the residential community in Johnson County, Indiana commonly known as Summerfield Village was established upon the recording of a certain "Declaration of Covenants, Conditions and Restrictions for Summerfield Village" with the Office of the Johnson County Recorder on June 15, 1999, as Instrument No. 1999-018284 (hereafter, "Declaration"); and

WHEREAS, the "Plat Covenants, Conditions & Restrictions for Summerfield Village" were recorded with the Office of the Johnson County Recorder on June 15, 1999, as Instrument No. 1999-018285 (hereafter, "Plat Covenants"); and

WHEREAS, the Declaration establishes the Summerfield Village Development Control Committee for the purpose of reviewing and then approving or disapproving plans submitted by Owners who wish to make exterior improvements to their Lots within the Summerfield Village; and

WHEREAS, at the time the Summerfield Village subdivision was established in 1999, the City of Greenwood, Indiana did not permit detached storage sheds in communities like Summerfield Village which were platted as "zero lot line or near-zero lot line single-family dwellings"; and

WHEREAS, in 2001, the Greenwood Common Council amended its ordinances to permit one detached accessory storage shed per lot, so long as certain criteria are satisfied; and

WHEREAS, the Association's Board of Directors and the Development Control Committee desire to permit detached storage sheds in Summerfield Village under the Standards set forth below; and

WHEREAS, a Special "Town" Meeting of the Association's members was held on February 5, 2002, at which seventy-seven percent (77%) of those members voting voted to permit detached storage sheds under the Standards set forth below; and

NOW, THEREFORE, the undersigned officer of the Association's Board of Directors and chairman of the Development Control Committee give notice of the following:

1. That the Association's Board of Directors and the Development Control Committee have adopted Standards for Detached Storage Sheds applicable to all Lots within Summerfield Village.

2. That said Standards are as follows:

- a. Any Owner wishing to install a detached storage shed must complete and submit a Development Control Committee form and receive approval prior to commencement of construction.
- b. The Owner must obtain any necessary building permit from the City of Greenwood.
- c. No metal storage sheds are permitted in Summerfield Village.
- d. An approved storage shed/mini-barn must be vinyl sided, with the vinyl siding and trim matching the color of the home on that Lot.
- e. Shingles on storage shed/mini-barn must be the same color and style as the shingles on the home on that Lot.
- f. No storage of items shall be permitted around the outside perimeter of the storage shed/mini-barn.
- g. Normal upkeep of the storage shed/mini-barn will be required.
- h. The Owner must satisfy all requirements of the Greenwood ordinance, such as:
 1. Maximum size is one hundred twenty (120) square feet in area.
 2. Maximum height shall be fourteen (14) feet from ground level.
 3. Minimum setback distance shall be five (5) feet from side or rear lot lines.
 4. Accessory storage buildings shall not be located within drainage, utility or non-buildable easements
 5. Approval shall be granted by the Association.

3. The definitions of terms as set forth in Paragraph 1 of the Declaration shall be applicable hereto.

Dated this 20 day of April, 2002.

Summerfield Village Homeowners Association, Inc., by:

Adrian D. Ross
Adrian Ross, President

Attest:

Douglas B. Gregg
Douglas B. Gregg, Chairman of the
Development Control Committee

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Adrian D. Ross, the President of Summerfield Village Homeowners Association, Inc., and Douglas B. Gregg, the Chairman of the Summerfield Village Development Control Committee, who acknowledged execution of the foregoing for and on behalf of said corporation and committee and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal this 2 day of May, 2002.

M. Jane Hurless
Notary Public--Signature

M. JANE HURLESS
Printed

My Commission Expires:

7-29-04

Residence County: Marion

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., Eads Murray & Pugh, P.C., Attorneys at Law, 7321 Shadeland Station, Suite 250, Indianapolis, IN 46256 (317) 842-8550.

27.00

14



Doc ID: 003076970014 Type: MIS
Recorded: 04/08/2006 at 03:04:15 PM
Fee Amt: \$37.00 Page 1 of 14
Workflow# 435744
Johnson County-Recorded as Presented
Sue Anne Kleiniec Recorder

Inet 2006-007917

CODE OF BY-LAWS

OF

SUMMERFIELD VILLAGE HOMEOWNERS ASSOCTATION INC.

These By-laws govern over any previously created by-laws as Dated this 6 day of April , 2006

Any By-laws Created prior to this date are null and void

ARTICLE I

Identification

Section 1) Name. The name of the corporation is "Summerfield Village Homeowners' Association, Inc." (hereinafter referred to as "the Corporation").

Section 2) Principal Office and Resident Agent.

The post-office address of the Principal Office of the Corporation is 189 Frostwood Lane Greenwood Indiana 46143; and the name of it's Resident Agent in charge of such office is Scott Milan

Section 3) Fiscal Year. The fiscal year of the Corporation shall begin at the beginning of the first day of January in each year and end at the close of the last day of December next succeeding.

ARTICLE II:

HOMEOWNERS

Section 1. Membership. Every Owner, as defined in a certain declaration of covenants, conditions and restrictions of Summerfield Village ("Declaration") as recorded or to be recorded in the office of the Recorder of Johnson County, Indiana, Upon the sale or other disposition by such lot owner of his ownership interest, such membership shall terminate at the time title to the lot transfers to a new lot owner, at which time such new lot owner automatically becomes a member of the Association. Owner shall be entitled to one (1) vote for each Lot owned. Membership in good standing in the Association is contingent upon the timely payment of dues each fiscal year and any assessments voted on by the membership and compliance with all Covenants and Restrictions.

a) **Good standing.** Any payment that is owed to the association is paid in full or that has entered into an agreement with designated payoffs with the board of directors to pay monies that are delinquent.

Section 2. Place of Meetings. Place of Meeting. All meetings of members of the Corporation shall be held at such place, in or out of the State of Indiana, as may be determined by the Board of Directors and specified in the notices or waivers of notice thereof or proxies to represent members at such meetings.

Section 3. Annual Meetings. The annual meetings of members shall be held on the first Wednesday in April of each year, if such day is not a legal holiday, or if a legal holiday, then on the next succeeding business day which is not a legal holiday, at a time established by the Board. Any member of the Association in good standing has the right to submit an item(s) for the agenda which must be presented to the Secretary no later than thirty (30) days prior to the annual meeting. The Board of Directors will meet to review submitted items and to prepare an official agenda for the annual meeting. Among the items to be discussed will be the budget and the election of officers. The Board of Directors reserves the right to make final decisions relative to the items on the official agenda. The Association may conduct only such business as is described in the notice of the annual meeting

Section 4. Special Meetings. Special meetings of members may be called at any time for the purpose of considering matters or for any other reasonable purpose which require the approval by the President of the Association, or by the majority of the Board, or by a petition signed by at least 10% of the Association membership. The notices shall specify the date, time and place of meeting and the matters to be considered. The only business that may be transacted at a special meeting is the business described in the notice of such meeting.

Section 5) Notice of meetings. The Secretary of the Association shall deliver written or printed notice of any meeting to the members of record of the Corporation entitled to vote at the meeting, at such address as appears upon the records of the Corporation not less than ten (10) days prior to the date of such meeting. However ALL members shall be entitled to attend meetings when and if they are held or called. Notices shall be delivered by the United States Mail, first class, postage paid, to each Member at the address for such Member last appearing in the records of the Association. The notice shall specify the time, place, and order of business of any meeting called and, in the case of a special meeting, shall specify the purpose of the meeting.

Section 6) Voting/Proxy/Quorum. There shall be one person with respect to each Lot; as such term is defined in the Declaration, who shall be entitled to vote at any meeting of the members. Such person shall be known as the "Voting Member." Such Voting Member may be the Owner or one of the groups comprised of all the Owners of a Lot, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Any or all of such Voting Members may be present at any meeting of the Voting Members and may vote or take any action as a Voting Member, either in person or by proxy (Provided said member is in good standing). All proxies shall be in writing and be filed with the Secretary either prior to the meeting for which the proxy was issued or at the meeting before the vote for which the proxy was issued is counted. The majority of those present and eligible to vote at any

meeting, for which proper notice has been given, shall rule and constitute a quorum. Unless at least one-third (1/3) of the voting power is present in person or by proxy, the only matters that may be voted upon at an annual or regular meeting of members are those matters that are described in the meeting notice.

Members not in good standing in the Association shall not be excluded from attendance at meetings of the general membership, but shall not be entitled to make motions from the floor, or to vote. Every proxy shall be revocable and shall be automatically void upon adjournment of the meeting for which the proxy was issued.

a.) Vote taken without meeting. Should any vote be taken in the absence of a meeting lot owners will receive a written ballot by United States Mail, first class, postage paid. Instructions will be provided for returning the ballot. Format to be followed will be similar to that of a proxy vote. The majority vote of those responding shall rule.

b.) List of Voting Members. At least five (5) days before each meeting of Voting Members, the Secretary of the Corporation shall prepare or cause to be prepared a complete list of the Voting Members of the Corporation entitled to vote at such meeting arranged in alphabetical order with the address of such Voting Members and shall be subject to inspection by a record Voting Member. The original or duplicate membership register shall be the only evidence as to the persons who are entitled as Voting Members to examine such lists or to vote at such meeting.

ARTICLE III

Directors/Officers/ Block Administrators

Section 1) Number and Term of Office. The Association shall be managed by the Board of Directors. Each member of the Board of Directors must be a member in good standing with the Association. The Board of Directors shall be elected by the Members, but the division of responsibilities and the filling of officer positions on the Board (i.e., President, Secretary, Treasurer,) will be left up to the elected Board to determine. The Board of Directors will consist of three (3) members, each of whom must be an Owner who maintains his/her principal residence on a Lot located within Summerfield Village. Directors shall serve without compensation until such compensation is approved by the Voting Members holding a majority of the votes. Each member of the Board of Directors will be elected to serve a term of two (2) years, with the terms of the Board to be staggered. No member of the Board of Directors shall serve in the same office more than two (2) consecutive terms. Membership on the Board of Directors shall be limited to one per household. If a member of the Board of Directors shall cease to meet any qualification herein required for a member of the Board, such member shall thereupon cease to be a member of the Board and his/her place on the Board shall be deemed vacant. A Director may be removed at anytime with or without cause, by a two-thirds 2/3 vote of the Board of Directors.

Section 2) Duties of Directors / Officers

a) President. The President shall be the chief executive officer of the Association, and subject to the control of the Board, shall have general supervision, direction, and control of the business and officers of the Association. He/She shall preside at all meetings of the Members and at all meetings of the Board of Directors. He/She shall be charged with implementing the policy of the Association as determined by the Membership and Board of Directors. The President shall sign with the Secretary all written instruments, i.e., leases, mortgages, deeds, and promissory notes of the Association. The President shall have full authority to execute proxies in behalf of the Corporation, and to execute, with the Secretary, powers of attorney appointing other corporations, partnerships, or individuals the agent of the Corporation, all subject to the provisions of the laws of the State of Indiana, the Declaration, the Articles of Incorporation and this Code of By-Laws. The President will delegate committee chairmanship(s) to other Directors with the approval of the Board and may assign such further duties to any of the Directors or committees as deemed appropriate.

b) Vice President. Only in the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting shall have all powers of and be subject to all the restrictions upon the President. In the absence or disability of the Treasurer, the Vice President shall sign checks of the Association. The Vice President shall also have such other powers and perform such other duties as from time to time may be assigned to

him/her by the President and the Board of Directors. Only in the absence or disability of the President, or the Treasurer shall the Vice president be able to vote at a board meeting.

c). **Treasurer.** The Treasurer shall keep and maintain adequate and correct accounts of the property and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, and surplus. The books of accounts shall at all times be open to inspection by any Homeowner.

The Treasurer shall sign all checks of the Association and shall deposit all monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board. He/She shall disburse the funds of the Association as may be ordered by the Board, shall render to the President and Board of Directors, whenever they request it, an account of all of the transactions and financial conditions of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or the By-Laws.

No person may serve as Treasurer who is not insurable under a fidelity bond. The Treasurer shall prepare an annual financial report at the close of the fiscal year.

d) **Secretary.** The Secretary shall deliver the notices of meetings of the Board and of the Association and shall record the votes and keep the minutes and proceedings of such meetings. The Secretary shall keep all appropriate current records of the Association's affairs, as required by law, the Articles of Incorporation, these By-Laws, or the Board. The records shall show the names and addresses of the owners together with such other information as may be necessary or appropriate. The Secretary will prepare and distribute the proxy votes as necessary. The Secretary shall make available to any Homeowner, upon request, the minutes of Board meetings.

f) **Assistant Secretary.** In the absence of the Secretary, the Assistant Secretary shall perform all the duties of the Secretary and when so acting shall have all powers of and be subject to all of the restrictions upon the Secretary. The Assistant Secretary will assist the Secretary during meetings on an as needed basis. The Assistant Secretary will work with the Block Representatives and be responsible for gathering, distributing information in the form of periodic newsletters, keeping an up-to-date directory of all members of the Association, and furnishing information to new members about Summerfield Village. The Assistant Secretary shall communicate with the chairperson(s) of the Social Committee concerning events that need publicizing. Only in the absence or disability of the Secretary shall the Assistant Secretary be able to vote at a board meeting.

Section 3) Block Administrators. Block Administrators are responsible for informing the Homeowners in their designated sections of the activities and functions of the Association. Block Administrators will welcome new Homeowners into the Association and provide them with a packet of information about the Association, which will include at minimum a copy of these By-Laws and a recent newsletter about the Association. A copy of the covenants and restrictions that pertain to their house lot will be made available upon request of the Homeowner. Block Administrators need to inform the Assistant Secretary or the Secretary and Treasurer of any new Homeowner in their section. They will work with the Assistant Secretary or the Secretary to produce a periodic newsletter and will distribute it to the Members in their assigned section. Block Administrators shall perform other duties from time to time as assigned by the Board of Directors. There shall be one Block Administrators from each section. Block Administrators will serve a one (1) year term. There is no term limitation on their position. A departing Block Administrators will recruit someone from his/her section for the following one (1) year term. Any Block Administrators, who cannot fulfill his /her term, should find a Homeowner from his/her section to complete the term. If a Block Administrator cannot fulfill his or her commitment to find a replacement, then the Assistant Secretary, Vice President and or The Board of Directors shall assist. Block Administrators shall serve without compensation. The subdivision shall be divided into sections as follows:

- 1) Dayspring Dr
- 2) Declaration Dr
- 3) Frostwood Lane
- 4) Harvestmoon Dr
- 5) Providence Dr
- 6) Providence Ct.
- 7) Snowflake Cr
- 8) Summerbreeze Way
- 9) Summerwood Lane
- 10) Winterwood Dr

The Board of Directors will have the right to modify block representative sections on an as needed basis without approval of the Association.

Section 4) STANDING COMMITTEES

a) **Purpose.** Standing Committees are designed to assist and make recommendations to the Board of Directors. Recommendations of the committees shall be made to the Board through the committee chairperson. Recommendations to the Board shall be arrived at by a majority vote of committee members present at a meeting called by the Board of Directors. Standing Committees are optional

Section 5) Members. Members of each Standing Committee, with the exception of the Social Committee, shall be chosen by the Board of Directors. Any Homeowner serving on a committee must be a member in good standing.

a) **Meetings.** The chairperson(s) of each committee is responsible for setting the date, time, and place for the meetings of their committee and seeing that each committee member be made known of each meeting held.

Section 6) Duties.

a) **Social Committee.** Responsibilities include planning social activities for adults, children, and families throughout the year. Membership is open to any Homeowner who wishes to serve. Chairperson(s) will be selected on a yearly basis from those homeowners involved in the committee's work. The chairperson(s) shall keep the Assistant Secretary or the Secretary up to date on all planned activities.

b) **Architectural Control Committee.** Responsibilities include noting and reporting violations of Covenants and Restrictions (except those restrictions dealing with the Common Property) to the Board and enforcing the subsequent decisions of the Board. Also serve as a review committee to approve architectural plans/changes to lots within the subdivision as per Covenants and Restrictions. This committee will represent Summerfield Village best interests in local government agencies (fire, police, etc.). The committee will consist of the Vice President, as the chairperson, and or two to four other Homeowners approved by the Board.

c) **Budget and Finance Committee.** Responsibilities include estimating expenses for operating the Homeowner's Association and recommending the amount of dues required to cover these. Also, to secure and manage contracts with outside service agencies (lawn care, pool, etc.). This committee will consist of the Treasurer, as the chairperson, and or two to four other Homeowners approved by the Board.

d) **Facilities Committee.** Responsibilities include establishing guidelines for the use of the Common Property. This committee shall also be responsible for enforcing these guidelines as well as the Covenants and Restrictions dealing with the Common Property. The Facilities Committee shall manage the maintenance and operation of all Common Property. This committee will consist of the President, as the chairperson, and two to four other Homeowners approved by the Board.

Section 7. Vacancies. Vacancies on the Board of Directors that happen during the term of office are filled by a majority vote of the remaining members of the Board. Such appointments are valid until the next calendar year. Any member of the Board of Directors may resign at any time by giving written notice to the Board of Trustees or to the President. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein.

Section 8. Meetings

a). **Annual Meetings.** The Board of Directors shall meet annually, without notice, immediately following, and at the same place as, the annual meeting of the Voting Members.

b). **Regular Meetings.** Regular meetings shall be held at such times and places, either within or without the State of Indiana, as may be determined by the President or Board of Directors. Block Administrators (SEE BLOCK ADMINISTRATORS) have the right to attend Board meetings. Block Representatives can input ideas/suggestions at Board meetings but do not have the right to vote. Block Administrators meetings will be called four (4) times a year (quarterly) by the Board to inform Block Representatives of the current status of the Association and to receive any concerns or issues which the Block Representatives may have.

c) **Special Meetings.** Special meetings of the Board of Directors may be called by the President or by any member of the Board of Directors, at any place within or without the State of Indiana, upon twenty-four (24) hours notice, specifying the time, place and general purposes of the meeting, given to each Director personally, by telephone or telegraph; or notice may be given by mail if mailed at least three (3) days before such meeting. The only business that may be transacted at a special meeting is the business described in the notice of such meeting, unless all Trustees consent to consider other matters.

d) **Notice of meetings.** Each year a schedule of the quarterly Board and Block Administrators meetings will be set and all Block Administrators will be notified of the date, time, place and order of business. All other Board meetings that are called on an as needed basis will require the notification of all Board members only.

e) **Waiver of Notice.** Any Director may waive notice of any meeting in writing. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting.

f) **Quorum.** A majority of the entire Board of Directors then qualified and acting shall constitute a quorum and be sufficient for transaction of any business, except for filling vacancies in the Board of Directors which shall require action by a majority of the remaining Directors. Any act of the majority of the Directors present at a meeting at which a quorum shall be present shall be the act of the Board unless otherwise provided for by law or by these By-Laws. A majority of the Directors present may adjourn any meeting from time to time, Notice of an adjourned meeting need not be given other than by announcement at the time of adjournment.

g) **Action by Written Consent.** Action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action, a written consent thereto is signed by ALL the members of the Board, and such written consent is filed with the minutes of the proceedings of the Board.

Section 9. Powers and duties of the Board. Except as otherwise provided by Indiana law, the Articles of incorporation, the Covenants and Restrictions, and these By-Laws, all obligations and duties of the Association shall be performed by the Board of Directors and all powers and authority of the Association shall be exercised by the Board of Directors. In addition to the powers already stated in these By-Laws, the Board of Directors shall have the authority to take these additional actions:

1) Emergency expenses not covered in the annual budget.

2) Establish additional committees and charge them with such duties as it may deem appropriate. The Board of Directors will appoint the members of all committees, except the Social Committee whose membership is open.

3) Failure to comply with the Covenants and Restrictions as to use and occupancy shall constitute a Default. In the event of any Default, the Board shall give notice to the Homeowner of the Lot involved, and a copy of such notice to any first mortgagee of the Lot, setting forth with reasonable particularity the nature of such Default, and the specific action or actions required to remedy the Default. If the Homeowner fails to take specific action or actions within thirty (30) days after the notice has been given, the Board may duly authorize agents, officers, contractors, and employees of the Association to enter into any Lot to remove, repair, maintain, or restore any portion of the Lot said to be in violation of the Covenants and Restrictions after delivering notice by certified letter of such entry to the Homeowner(s) at least seventy-two (72) hours in advance. The Board may exercise without notice any of its rights hereunder with respect to any Default if it determines that an emergency exists requiring immediate action. Costs incurred by the Association in exercising any of its rights with respect to any Lot shall be a binding personal obligation of the Homeowner thereof which shall be payable on demand. If the Homeowner fails to pay such costs within thirty (30) days after demand, the Association shall have the right to collect such amounts as if such amounts were an Association Assessment.

4) Deny access to the Common Property to any Homeowner not in good standing in the Association. The use of the Common Property is for those Homeowners in good standing only.

ARTICLE IV

Books and Records

Section 1. **Books and Records** In General. The Board of Director shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the "Development" as defined in the Declaration, specifying and itemizing the maintenance and repair expenses of the Development and other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement in recordable form of his account setting forth the amount of any unpaid assessment or other charges due and owing from such Owner, and such amount shall be binding upon the Board and the Corporation, any mortgagee or grantee of such Owner furnished with such statement shall not be liable for, and the Lot of such Owner shall not be conveyed subject to a lien for, any unpaid assessment in excess of the amount set forth in such statement.

ARTICLE V

Execution of Instruments

Section 1. **Checks, Drafts, etc.** All checks, drafts, bills of exchange or other orders for the payment of money, obligations, notes or other evidences of indebtedness of the Corporation shall be signed or endorsed by such officer or officers, employee or employees of the Corporation as shall from time to time be designated by the Board of Directors.

Section 2. **Contracts.** All contracts, agreements, deeds, conveyances, mortgages and similar instruments authorized by the Board of Directors shall be signed, unless otherwise directed by the Board of Directors or required by law, by the President and attested by the Secretary.

ARTICLE VI

Amendments and Definitions

Section 1. **Amendments.** These By-Laws may be altered, amended or repealed from time to time by a majority vote of the whole Board at any regular or special meeting if the notice or waiver of notice of said meeting shall have stated that

the By-Laws are to be amended, altered or repealed or if all members of the Board of Directors at the time are present at said meeting; provided.

Any changes to these By-Laws must be filed with the Recorder's Office, Johnson County, Indiana.

Section 2. Definitions. The terms used in these By-Laws shall have the same meaning as the same terms as defined and used in the Declaration.

ARTICLE VII

PROTECTION FROM LIABILITY

The Association shall indemnify any and every Trustee or Officer against expenses, judgment, *finas*, penalties or amounts paid in settlement in connection with the defense of any pending or threatened action, Suit or proceeding, to which such Trustee or Officer is or may be made a party by reason of being or having been such trustee or Officer provided a determination is made by the Trustees in the manner set forth in the Articles of Incorporation for Summerfield Village to the effect that such Trustee or Officer was not, and has not been adjudicated to have been, negligent or guilty of misconduct in the performance of his duty to the Association of which he is a Trustee or Officer, and (b) that he/she acted in good faith in what he/she reasonably believed to be the best interest of such Association. Such indemnification shall not be deemed exclusive of any other rights to which such Trustee or Officer may be entitled under these By-laws, the Articles of Incorporation, the Covenants and Restrictions, any agreement or any insurance purchased by this Association, or by vote of the members, or otherwise. No Trustee, Officer or Committee member shall seek the counsel of the incorporation's Attorney or Attorneys to object to a decision made by the Board of Directors as stated in the Articles of Incorporation.

ARTICLE VIII

TRANSACTIONS BETWEEN ASSOCIATION, TRUSTEES, OFFICERS, OR EMPLOYERS

A Officer of the Association shall not be disqualified by his office from dealing or contracting with the Association as a vendor, purchaser, employee, agent or otherwise; nor shall any transaction, contract or act of the Association be void or in any way affected or invalidated by reason of the fact that any Officer or any firm of which such Officer is a member, or any corporation of which such Officer is a shareholder, director or officer, is in any way interested in such transaction, contract or act. No Officer shall be accountable or responsible to the Association for or in respect to any such transaction, contract, or act or for any gains or profits realized by him or by any organization affiliated with him as a result of such transaction, contract or act. Any such Officer may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the Association which shall authorize or take vote to authorize, ratify or approve any such contract, transaction or act, with like force and effect as if he or any firm of which he is a member or a corporation of which he is a shareholder, officer or director, were not interested in such transaction, contract or act.

ARTICLE IX

Section 1. Assessments \ Budget.

a) **Dues.** The Board of Directors shall determine prior to the annual meeting the required dues for membership. The dues will be used to cover the annual operational costs and all anticipated expenses as well as reasonable provisions for contingencies and reserves as approved by the Association. The Board of Directors shall prepare a budget for the Membership at the annual meeting of the Members, which budget shall reflect:

Section 2. Annual Operating Budget.

a) Includes annual planned costs for common property maintenance (i.e., Lake Supplies and management of Lakes during season, lawn and shrubbery care of common property, real estate taxes, utilities, activities, insurances and auditing fees)

b) A contingency fund that will be 15% of annual budget for unplanned costs which occur annually (i.e., plumbing or electrical repairs, landscape refurbishing due to conditions such as worn parts, weather or vandalism). Any funds not used during a fiscal year may be rolled into the next year's budget or reserve fund to help defray costs.

Section 3. Long Term Capital Replacement Reserve Fund

a) A schedule will be established based on preset costs and life expectancy of major common property items (including but not limited to Lakes, pool(s) replacement, roofs on out buildings, resurfacing of sidewalks) that will need periodic replacement. Scheduled amounts will be deposited annually and targeted for each designated project. The intent will be to have the needed funds available when major capital expenditures arise and avert the need to raise dues dramatically in a one year period. The proportionate share of the budget shall be collected annually in the form of dues. The fiscal year of the Association is January 1 - December 31. Annual dues shall be payable on March 1st of each calendar year and cover expenses from January through December of said fiscal year. Existing homeowners of the Association who transfer ownership are responsible for negotiating their proportionate share of the dues upon closing.

b) **Special expenditures and assessments.** Special expenditures and assessments are those expenses not covered by membership dues. In the event that the need for a special expenditure arises not covered by the Annual Operating Budget or Long Term Capital Replacement Reserve Fund, a special assessment of the Members may be necessary. Special expenditures and/or assessments require approval of one-third (1/3) majority of the members in good standing.

Section 3.

a) **Lien/nonpayment.** All dues and assessments arising under these By-Laws which are not paid on a timely basis will be handled in the following manner: Example: Assessments \$115.00. Assessments billed January 15th. March 1st- assessments DUE. As of March 2nd, late fees added and liens filed. The total is now \$135.00 + cost of the lien (to file and to remove.) If assessment-late fee, and the total cost of the lien is not paid by June 1st- add 25% to late fee total. \$20.00 is now \$20.00 x 1.25% = \$25.00 + \$115.00 = \$140.00 + Total cost of Lien-(Both to file and to remove,) and any attorney fees when applicable.

\$20.00 late fee assessed if payment received after March 1st. Example \$135.00

25% penalty assessed if payment received after June 1st. Example \$ 140.00

50% penalty assessed if payment received after September 1st. Example \$ 152.50

100% penalty assessed if payment received after December 1st. Example \$ 190.00

All dues and assessments not paid 30 days after they are due constitute a lien upon said lot. The lien shall attach from its due date and will be filed with the Recorder's Office, Johnson County, Indiana. Such lien shall remain valid for a period of time as provided by Indiana law, unless sooner released or satisfied in the same manner proposed by law for the release and satisfaction of mortgages in real property or discharged by the final judgment or order of a court of competent jurisdiction in an action brought to discharge such lien. Lot owners upon which a lien has been placed are responsible for all legal fees associated with the lien.

ARTICLE X

The Indiana Nonprofit Corporation Act of 1991

The provisions of the Indiana Nonprofit Corporation Act of 1991, as amended, applicable to any of the matters not herein specifically covered by these By-Laws, are hereby incorporated by reference in and made a part of these By-Laws.

Adopted: February 25, 1999

**General
PROXY**

I, the undersigned owner of Lot _____ in SUMMERFIELD VILLAGE SUBDIVISION, am submitting this proxy vote in my absence at the (____ Annual, ____ Special, ____ General) meeting of the Association, on _____, 20__.

1. _____ for _____ against

(Information relative to the vote)

Signature _____ Date _____

Summerfield Village Homeowners Association Inc.
P.O. Box 263
Whiteland IN 46184

**PROXY
FOR ELECTION OF BOARD MEMBERS
(*PLEASE FILL OUT AND MAIL IN IF YOU WILL BE UNABLE TO ATTEND THE ANNUAL MEETING.)***

Summerfield Village Homeowners Association, Inc. _____
(Date)

With the execution of the Proxy, the undersigned, _____

Having acquired title to Lot # _____, and address at: _____

_____ in Summerfield Village, and pursuant

to the code of By-Laws, names and appoints: _____

(Or, leave blank for the President of the Board of Directors to vote,) as their proxy and attorney,

In fact, to act as the voting representative of the undersigned and to vote on any and all matters

Which come before the Annual Meeting of the Members of Summerfield Village Homeowners

Association, Inc. This proxy shall terminate upon conclusion of the Annual Meeting on such date of meeting.

This proxy will be opened and registered with the Secretary at the annual Meeting.

Mail to: Summerfield Village Homeowners Association-P.O. Box 263 Whiteland IN 46184.

SIGNATURE

DATE

Summerfield Village Homeowners Association Inc.
P.O. Box 263
Whiteland IN 46184

NOMINATION FORM FOR BOARD MEMBERS

***Candidate must be a homeowner and must sign this form consenting to serve if elected**

The undersigned hereby request the nomination of the following homeowner and resident to be a member of the Board of Directors-which is to be elected at the next annual meeting of the voting members of the association:

Name of homeowner nominated: _____

Home Address: _____

Home Phone: _____ Business Phone: _____

Professional/Business Affiliations and Occupation: _____

Special Interests/Abilities and potential contributions to the activities and functions of the board: (use back of page if needed) _____

Homeowner(s) making this nomination: (you may nominate yourself) _____

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

ADDRESS

ADDRESS

***I, THE ABOVE NOMINEE, CONSENT TO THE NOMINATION AND AGREE TO SERVE IF ELECTED:
NOMINEE (**NOMINEE MUST SIGN CONSENT FOR THIS NOMINATION TO BE VALID.)**

IN WITNESS WHEREOF, the President of Summerfield Village has caused these By-Laws for Summerfield Village to be executed as dated this 6 day of April, 2006

By: Summerfield Village Homeowners Association Inc.

By: [Signature]
Stephen L. Harmon, President

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared Stephen L. Harmon President of the Board of Directors for Summerfield Village Homeowner Association, who acknowledged the execution of the foregoing By-Laws for Summerfield Village on behalf of such community, and who, having been duly sworn, stated that the representations therein contained are true

Witness my hand and Notarial Seal this 6 day of April, 2006



Sign: [Signature]
Notary Public

Print: Melissa E. Behrens

My commission Expires: 2/18/2012

My County of Residence is: Johnson

This instrument was prepared by Stephen L. Harmon, President of Summerfield Village.