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DECLARATION OF COVENANTS AND RESTRICTIONS
TWIN OAKS OF NOBLESVILLE

Noblesville, Indiana

Recorded DECEMBER 15 **2006**

Instrument No. _____

Office of the Recorder of Hamilton County

Last Deed of Record to Tract: _____

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DECLARATION OF COVENANTS AND RESTRICTIONS
TWIN OAKS

INDEX

DECLARATION OF COVENANTS AND RESTRICTIONS

TWIN OAKS OF NOBLESVILLE

This Declaration, made as of the _____ day of _____, 2006 by TWIN OAKS OF NOBLESVILLE, LLC, an Indiana limited liability company ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant owns the real estate located in Hamilton County, Indiana, described in Exhibit A, upon which Declarant intends, but is not obligated, to develop a residential community to be known as Twin Oaks of Noblesville ("Twin Oaks").

B. Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in Twin Oaks and for the maintenance of the Tract together with such additions as may hereafter be made thereto (as provided in Paragraph 31) and the improvements thereon, and to this end desires to subject the Tract to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of the Lots and lands in the Tract and the future owners thereof.

C. Declarant deems it desirable, for the efficient preservation of the values and amenities in Twin Oaks, to create an agency to which may be delegated and assigned the powers of owning, maintaining and administering the Community Area, administering and enforcing the Restrictions, collecting and disbursing the Assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the Owners of Lots in Twin Oaks.

D. Declarant has incorporated under the laws of the State of Indiana a nonprofit corporation known as Twin Oaks Homeowners Association, Inc. for the purpose of exercising such functions.

NOW, THEREFORE, Declarant hereby declares that all of the Lots and lands in the Tract, as they are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, are subject to the following Restrictions, all of which are declared to be in furtherance of a plan for the improvement and sale of Lots in the Tract, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Tract as a whole and of each of Residences, Lots and lands situated therein. The Restrictions shall run with the land and shall be binding upon Declarant, its successors and assigns, and upon the parties having or acquiring any interest in the Tract or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of Declarant and its successors in title to the Tract or any part or parts thereof.

1. Definitions. The following terms, as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

"Applicable Date" means the date when all Lots in the Tract have been improved by the construction thereon of Residences and such Residences are actually occupied by Owners other than the builder thereof.

"Architectural Control Assessment" means the assessment levied by the Corporation pursuant to Paragraph 14(d).

"Architectural Review Board" means that entity established pursuant to Paragraph 15 of this Declaration for the purposes therein stated.

"Articles" means the Articles of Incorporation of the Corporation, as amended from time to time.

"Assessments" means all sums lawfully assessed against the Members of the Corporation or as declared by this Declaration, a Supplemental Declaration, the Articles or the By-Laws.

"Board of Directors" means the governing body of the Corporation elected by the Members in accordance with the By-Laws.

"By-Laws" means the Code of By-Laws of the Corporation, as amended from time to time.

"Community Area" means (i) the Detention Areas, (ii) the Entry Ways, (iii) the Common Areas, (iv) the Paths, (v) the Drainage System, (vi) the Community Center, (vii) any utility service lines or facilities not maintained by a public utility company or governmental agency that are located on, over or below or through more the Tract, and (viii) any areas of land (l) shown on any Plat, (2) described in any recorded instrument prepared by Declarant or its agents, or (3) conveyed to or acquired by the Corporation, together with all improvements thereto, that are intended to be devoted to the use or enjoyment of some, but not necessarily all, of the Owners of Lots.

"Community Center" means the land depicted on the General Plan of Development as the site for development of a bath house (but not a community building), swimming pool, tennis courts, basketball courts and other recreational and community facilities of type and size and at the time determined by Declarant, in its sole and unfettered judgment, as provided in Paragraph 6 below, or, if such site is so developed, the land designated on a Plat as the Community Center together with all improvements thereto and structures and facilities thereon.

"Community Area Initial Assessment" means the initial assessment for the Reserve for Replacements required by Paragraph 14.

"Common Facilities" means any Common Lighting, Site Furniture and Facilities and other personal property of the Corporation.

"Common Lighting" means the light standards, wiring, bulbs and other appurtenances, if any, installed to illuminate the Community Area.

"Common Area" means the land denoted on a Plat as a "Common Area" or designated as a "Common Area" in any recorded instrument executed by Declarant.

"Corporation" means Twin Oaks Homeowners Association, Inc., an Indiana nonprofit corporation, its successors and assigns.

"Declarant" means Twin Oaks of Noblesville, LLC, its successors and assigns to its interest in the Tract other than Owners purchasing Lots or Residences by deed from Declarant (unless the conveyance indicated an intent that the grantee assume the rights and obligations of Declarant).

"Detention Area" means an area depicted on a Plat which has been engineered to accommodate from time to time surface water drainage, whether through retention or detention of such surface water, to the extent located on the Tract, including, without limitation, the Common Areas denoted on a Plat as "Common Area "___" and "Common Area "____".

"Development Area" means the Tract together with any additional land added to the Tract pursuant to Paragraph 31 of this Declaration.

"Drainage Board" means the Hamilton County Drainage Board or the Noblesville Board of Public Works, as applicable, and its successors or assigns.

"Drainage System" means the open drainage ditches and swales, the subsurface drainage tiles, pipes and structures, the dry and wet retention and/or detention ponds (including all Detention Areas), and the other structures, fixtures, properties, equipment and facilities located in the Tract and designed for the purpose of controlling, retaining or expediting the drainage of surface and subsurface waters from, over and across the Tract, including but not limited to those shown or referred to on a Plat, all or part of which may be established as legal drains subject to the jurisdiction of the Drainage Board.

"Entry Ways" means the structures constructed as an entrance to Twin Oaks or a part thereof (including signage, but exclusive of the street pavement, curbs and drainage structures and tiles), the traffic island depicted as "Common Area "___" on the Plat and any other traffic islands or medians that are to be maintained by the Corporation dividing a roadway providing access to Twin Oaks or a part thereof, and the grassy area surrounding such structures.

"Lot" means a platted lot as shown on a Plat.

"Lot Development Plan" means (i) a site plan prepared by a licensed engineer or architect, (ii) foundation plan and proposed finished floor elevations, (iii) building plans, including elevation and floor plans, (iv) material plans and specifications, (v) landscaping plan, and (vi) all other data or information that the Architectural Review Board may request with respect to the improvement or alteration of a Lot

(including but not limited to the landscaping thereof) or the construction or alteration of a Residence or other structure or improvement thereon.

"Maintenance Costs" means all of the costs necessary to keep the facilities to which the term applies operational and in good condition, including but not limited to the cost of all upkeep, maintenance, repair, replacement of all or any part of any such facility, payment of all insurance with respect thereto, all taxes imposed on the facility and on the underlying land, leasehold, easement or right-of-way, and any other expense related to the continuous maintenance, operation or improvement of the facility.

"Member" means a member of the Corporation and "Members" means all members of the Corporation.

"Mortgagee" means the holder of a first mortgage on a Residence.

"Owner" means a Person, including Declarant, who at the time has or is acquiring any interest in a Lot except a Person who has or is acquiring such an interest merely as security for the performance of an obligation.

"Parcel" means any part of the Development Area that is subject to the same Supplemental Declaration or is declared by Declarant to constitute a "Parcel".

"Paths" means those walkways and/or bikeways installed pursuant to Paragraph 6 and such other real estate or interest therein as is conveyed or granted to the Corporation for the purpose of being used for walkways and/or bikeways.

"Path Lights" means the light standards, conduits, wiring, bulbs and other appurtenances, if any, installed to illuminate the Paths.

"Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

"Plat" means a final secondary plat of a portion of the Development Area executed by Declarant and recorded in the Office of the Recorder of Hamilton County, Indiana.

"Reserve for Replacements" means a fund established and maintained by the Corporation to meet the cost of periodic maintenance, repairs, renewal and replacement of the Community Area and the Common Facilities.

"Residence" means a structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including private garage and outbuildings and recreational facilities located upon the same Lot as the Residence, that are usual and incidental to the use of a single family residential lot.

"Restrictions" means the covenants, conditions, easements, charges, liens, restrictions, rules and regulations and all other provisions set forth in this Declaration, any Supplemental Declaration and the Register of Regulations, as the same may from time to time be amended.

"Register of Regulations" means the document containing rules, regulations, policies, and procedures adopted by the Board of Directors or the Architectural Review Board, as the same may from time to time be amended.

"Section" means that portion of the Development Area that is depicted on a Plat.

"Site Furniture and Facilities" means any furniture, trash containers, sculpture or other furniture, fixtures, equipment or facilities constructed, installed or placed in the Development Area by Declarant or the Corporation and intended for the common use or benefit of some, if not all, of the Owners.

"Supplemental Declaration" means any supplemental declaration of covenants, conditions or restrictions which may be recorded and which extends the provisions of this Declaration or any previously recorded Supplemental Declaration to such other real estate as may from time to time be annexed thereto under the provisions of Paragraph 32 hereof and contains such complementary or supplementary provisions for such other real estate as are required or permitted by this Declaration.

"Street Trees" means trees, if any, planted by Declarant within the right-of-ways of public streets (including the medians thereof) within and adjacent to Twin Oaks, as the same may be replaced from time to time.

"Tract" means the land described in Exhibit A and such other real estate as may from time to time be annexed thereto under the provisions of Paragraph 31 hereof.

"Zoning Authority" with respect to any action means the Director of the Planning Department of the City of Noblesville or, where he lacks the capacity to take action, or fails to take such action, the governmental body or bodies, administrative or judicial, in which authority is vested under applicable law to hear appeals from, or review the action, or the failure to act, of the Director.

"Zoning Ordinance" means Ordinance Number ___-___-05 of the City of Noblesville, Indiana, establishing the Twin Oaks Planned Development District.

2. Declaration. Declarant hereby expressly declares that the Tract and any additions thereto pursuant to Paragraph 31 hereof shall be held, transferred, and occupied subject to the Restrictions. The Owner of any Lot subject to these Restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall accept such deed and execute such contract subject to each Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Owner acknowledges the rights and powers of Declarant and of the Corporation with respect to these Restrictions, and

also for itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Declarant, the Corporation, and the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreement.

3. Detention Areas.

(a) Development. Declarant reserves the right, subsequent to commencement of development of the Detention Areas, to determine the size and configuration thereof.

(b) Title and Maintenance. Declarant shall convey title to the Detention Areas to the Corporation no later then the Applicable Date. The Corporation shall be responsible for maintaining the Detention Areas. The Maintenance Costs of the Detention Areas shall be assessed as a General Assessment against all Lots subject to assessment. Each Owner of a Lot that abuts a Detention Area shall be responsible at all times for maintaining so much of the bank of the Detention Area above the pool level as constitutes a part of, or abuts, his Lot (exclusive of any Path) and shall keep that portion of the Detention Area abutting his Lot free of debris and otherwise in reasonably clean condition.

(c) Use. No boats shall be permitted upon any part of a Detention Area. No dock, pier, wall or other structure may be extended into a Detention Area. No swimming will be permitted in any Detention Area. Each Owner of a Lot abutting a Detention Area shall indemnify and hold harmless Declarant, the Corporation and each other Owner against all loss or damage incurred as a result of injury to any Person or damage to any property, or as a result of any other cause or thing, arising from or related to use of, or access to, a Detention Area by any Person who gains access thereto from, over or across such Owner's Lot. Declarant shall have no liability to any Person with respect to a Detention Area, the use thereof or access thereto, or with respect to any damage to any Lot resulting from a Detention Area or the proximity of a Lot thereto, including loss or damage from erosion.

(d) Water Levels. Notwithstanding anything herein, in any Supplemental Declaration or in any other document or instrument, or any marketing materials, Declarant makes no representation or warranty with respect to the level of water in any Detention Area from time to time. Without limiting the generality of the foregoing, any "pool elevation" shown on a Plat shall be as estimated for engineering purposes only and shall not be deemed a representation or warranty.

4. The Common Areas. Declarant shall convey title to the Common Areas to the Corporation not later than the Applicable Date. The Corporation shall be responsible for maintaining the Common Areas and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. Except for underground utility facilities, no permanent improvements shall be made to or installed on the Common Areas other than lighting, seating, walkways, planting structures, gazebos or other non-recreational

improvements. The use of the Common Areas shall be subject to rules and regulations adopted by the Board of Directors which are not inconsistent with the provisions of this Declaration or any Supplemental Declaration.

5. Drainage System. The Drainage System has or will be constructed for the purpose of controlling drainage within and adjacent to the Development Area and maintaining the water level in the Detention Areas. The Corporation shall maintain the Drainage System to the extent not maintained by the Drainage Board and the Maintenance Costs thereof shall be assessed against all Lots subject to assessment serviced by that part of the Drainage System with respect to which Maintenance Costs are incurred. Each Owner shall be individually liable for the cost of maintenance of any drainage system located entirely upon his Lot which is devoted exclusively to drainage of his Lot and is not maintained by the Drainage Board.

6. Community Center. Declarant intends to construct in the area designated on the General Plan of Development as the Community Center (provided the same has not been taken by eminent domain or deed-in-lieu thereof, and such is not prohibited by any governmental restriction with respect thereto) a bath house (but not a community building), swimming pool, tennis courts, basketball courts and other recreational and community facilities of type and size and at the time determined by Declarant, in its sole and unfettered judgment. Prior to the Applicable Date, Declarant shall convey the same to the Corporation free and clear of all financial encumbrances and other liens securing indebtedness of Declarant but subject to the right of Declarant to use the Community Center as provided in Paragraph 19(a). The Corporation shall be responsible for maintenance of the Community Center and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. The Board of Directors may adopt such rules and regulations with respect to the use of the Community Center as it deems appropriate and may charge reasonable fees for the use thereof, but no rule, regulation or charge shall be inconsistent with the provisions of this Declaration or any Supplemental Declaration.

7. Paths and Path Lights. Declarant may, but is not obligated to, install the Paths and Path Lights (provided Paths may be installed without Path Lights) in the Common Areas. If installed, the Corporation shall operate and maintain the Paths (and, if installed, the Path Lights) and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. The Board of Directors may adopt such rules and regulations with respect to the use thereof as it may deem appropriate including but not limited to the prohibition of the use of all or some of the Paths by bicycles, skateboards and/or motorized or non-motorized vehicles.

8. Entry Ways; Twin Oaks Signage. The Corporation shall maintain the Entry Ways and all improvements and plantings thereon, and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment. Grass, trees, shrubs and other plantings located on an Entry Way shall be kept neatly cut, cultivated or trimmed as reasonably required to maintain an attractive entrance to Twin Oaks or a part thereof. All entrance signs located on an Entry Way shall be maintained at all times in good and sightly condition appropriate to a first-class residential subdivision.

9. Common Lighting. Declarant intends to install Common Lighting at such locations as Declarant, in its sole discretion, deems appropriate, and may reserve easements for such purpose over and across Lots. Prior to and after the Applicable Date, the cost of the initial installation of any Common Lighting installed by Declarant shall be borne by the Declarant, provided that Declarant may cause the Corporation to lease Common Lighting poles and fixtures from the applicable governmental or public utility. After the Applicable Date, the cost of the initial installation of any Common Lighting installed by the Corporation shall be borne by the Corporation. Whether installed by Declarant or the Corporation, the Corporation, at its expense, shall operate and maintain the Common Lighting, including any lease payments with respect to poles and fixtures, and, unless otherwise provided in a Supplemental Declaration, the Maintenance Costs thereof shall be assessed as a General or Parcel Assessment against all Lots subject to assessment.

10. Site Furniture and Facilities. Declarant may, but is not obligated to, construct, install or place Site Furniture and Facilities in the Development Area. If it does so, title thereto shall be conveyed to the Corporation not later than the Applicable Date. After conveyance to the Corporation, the Corporation shall maintain the Site Furniture and Facilities and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment.

11. Street Trees. The Corporation shall maintain any Street Trees (including replacement of such trees as appropriate), and the Maintenance Costs thereof shall be assessed as a General Assessment against all Lots subject to assessment.

12. Land Use. Lots may be used only for residential purposes and only one Residence may be constructed on each Lot. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences in Twin Oaks than the number of original Lots depicted on the Plat. Notwithstanding any provision in the applicable zoning ordinance to the contrary, no Lot may be used for any "Special Use" that is not clearly incidental and necessary to single family dwellings. No home occupation shall be conducted or maintained on any Lot other than one which does not constitute a "special use" and is incidental to a business, profession or occupation of the Owner or occupant of such Lot and which is generally or regularly conducted at another location which is away from such Lot. No signs of any nature, kind or description shall be erected, placed, or permitted to remain on any Lot advertising a permitted home occupation.

13. Twin Oaks Homeowners Association, Inc.

(a) Membership. Each Owner shall automatically be a Member and shall enjoy the privileges and be bound by the obligations contained in the Articles and By-Laws. If a Person would realize upon his security and become an Owner, he shall then be subject to all the requirements and limitations imposed by this Declaration on other Owners, including those provisions with respect to the payment of Assessments.

(b) Powers. The Corporation shall have such powers as are set forth in this Declaration, any Supplemental Declaration and in the Articles, together with all other powers that belong to it by law.

(c) Classes of Members. The Corporation shall have a single class of members.

(d) Voting and Other Rights of Members. The voting and other rights of Members shall be as specified in the Articles and By-Laws.

(e) Reserve for Replacements. The Board of Directors shall establish and maintain the Reserve for Replacements by the allocation and payment to such reserve fund of an amount determined annually by the Board to be sufficient to meet the cost of periodic maintenance, repair, renewal and replacement of the Community Area and the Common Facilities. In determining the amount, the Board shall take into consideration the expected useful life of the Community Area and the Common Facilities, projected increases in the cost of materials and labor, interest to be earned by such fund and the advice of Declarant or such consultants as the Board may employ. The Reserve for Replacements shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. Prior to the Applicable Date, funds from the Reserve for Replacements may be withdrawn and applied at the direction of Declarant to meet the costs of periodic maintenance, repairs, renewal or replacement of the Community Area and the Common Facilities.

(f) Maintenance Standards. In each instance in which this Declaration or a Supplemental Declaration imposes on the Corporation a maintenance obligation with respect to the Community Area or a part thereof, the Corporation shall maintain the Community Area or designated part thereof in good condition, order and repair substantially comparable to its condition when originally constructed, installed or planted and compatible in appearance and utility with a first-class residential subdivision. Grass, trees, shrubs and other plantings located on the Community Area for which the Corporation has maintenance responsibility shall be kept neatly cut, cultivated or trimmed as reasonably required and otherwise maintained at all times in good and sightly condition appropriate to a first-class residential subdivision.

(g) Limitations on Action by the Corporation. Unless at least two thirds of the Mortgagees (based on one vote for each first mortgage owned) or two-thirds (2/3) of the Members (other than Declarant) have given their prior written approval, the Corporation, the Board of Directors and the Owners may not: (i) except as authorized by Paragraph 16(a), by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Community Area (but the granting of easements for public utilities or other public purposes consistent with the intended use of the Community Area shall not be deemed a transfer for the purposes of this clause); (ii) fail to maintain fire and extended coverage insurance on insurable Community Area on a current replacement cost basis in the amount of one hundred percent (100%) of the insurable value (based on current replacement cost); (iii) use hazard insurance proceeds for losses to any Community Area for

other than the repair, replacement or reconstruction of the Community Area; (iv) change the method of determining the obligations, assessments, dues or other charges that may be levied against the Owner of a Residence; (v) by act or omission change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Residences, or the maintenance and upkeep of the Community Area; or (vi) fail to maintain the Reserve for Replacements in the amount required by this Declaration.

(h) Mergers. Upon a merger or consolidation of another corporation with the Corporation, its properties, rights and obligations may, as provided in its articles of incorporation, by operation of law be transferred to another surviving or consolidated corporation or, alternatively, the properties, rights and obligations of another corporation may by operation of law be added to the properties, rights and obligations of the Corporation as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Development Area together with the covenants and restrictions established upon any other properties as one scheme. No merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Development Area except as hereinafter provided.

14. Assessments.

(a) Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Corporation the following: (1) General Assessments, (2) the Community Area Initial Assessment, (3) Architectural Control Assessments (to the extent levied) and (4) Special Assessments, such Assessments to be established and collected as hereinafter provided.

If two (2) or more Lots originally shown on a Plat are consolidated as a single Lot by virtue of partial vacation of a Plat, or if a Lot is divided by conveyance of portions thereof to owners of adjacent Lots, then, in either such event, the vacated or divided Lot(s) shall cease to be Lots for purposes of Assessments under this Paragraph 14.

All Assessments, together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made until paid in full. Each Assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment became due.

(b) General Assessment

(i) Purpose of Assessment. The General Assessment levied by the Corporation shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of Lots and for the improvement, maintenance, repair, replacement and operation of the Community Area and Common Facilities.

(ii) Basis for Assessment.

(1) Lots Generally. Each Lot owned by a Person other than Declarant shall be assessed at a uniform rate without regard to whether a Residence has been constructed upon the Lot.

(2) Change in Basis. The basis for assessment may be changed upon recommendation of the Board of Directors if such change is approved by (i) two-thirds (2/3) of the members (excluding Declarant) or two-thirds (2/3) of the Mortgagees (based on one vote for each first mortgage owned) who are voting in person or by proxy at a meeting of such members duly called for this purpose.

(iii) Method of Assessment. By a vote of a majority of the Directors, the Board of Directors shall, on the basis specified in subparagraph (ii), fix the General Assessment for each assessment year of the Corporation at an amount sufficient to meet the obligations imposed by this Declaration and all Supplemental Declarations upon the Corporation. The Board of Directors shall establish the date(s) the General Assessment shall become due, and the manner in which it shall be paid.

(iv) Allocation of Assessment. Certain of the costs of maintaining, operating, restoring or replacing the Community Area and Common Facilities have been allocated in this Declaration among Owners of Lots on the basis of the location of the lands and improvements constituting the Community Area and Common Facilities and the intended use thereof. In determining the General Assessment, costs and expenses which in accordance with the provisions of this Declaration are to be borne by all Owners shall first be allocated to all Owners. Costs and expenses which in accordance with the provisions of this Declaration are to be borne by the Owners of certain Lots shall then be allocated to the Owners of such Lots. The provisions of subparagraph (ii) for uniform assessment shall not be deemed to require that all assessments against vacant Lots or Lots improved with comparable types of Residences be equal, but only that each Lot be assessed uniformly with respect to comparable Lots subject to assessment for similar costs and expenses.

(c) Community Area Initial Assessment. On the earlier of (i) the date a Lot is first conveyed by an Owner subsequent to construction of a Residence thereon

(other than to the holder of a first mortgage on such Lot in a conveyance which constitutes a deed in lieu of foreclosure) or (ii) the date a Residence on a Lot is first occupied by an Owner subsequent to construction thereof, there shall be due and payable to the Corporation by the Owner of such Lot the sum of _____ _____ Dollars ($_____) which shall be deposited in the Reserve for Replacements maintained by the Corporation.

(a) Parcel Assessments.

(i) Purpose of Assessments. Parcel Assessments shall be used for such purposes as are authorized by the Supplemental Declaration for such Parcel.

(ii) Method of Assessment. An annual Parcel Assessment shall be levied by the Corporation against Lots in a Parcel using the basis set forth in the Supplemental Declaration for such Parcel, and collected and disbursed by the Corporation. The Board shall fix in accordance with the By-Laws and the provisions of any Supplemental Declaration the annual parcel assessment for each Parcel, the date(s) such Assessment shall become due, and the manner in which it shall be paid.

(iii) Special Assessments. In addition to the annual Parcel Assessment, the Corporation may levy in any fiscal year a special Parcel Assessment against one or more of the Lots in a Parcel for the purpose of (A) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Parcel, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of a majority of the Owners of Lots in the Parcel who are voting in person or by proxy at a meeting of such Owners duly called for this purpose or (B) defraying any Maintenance Costs incurred in satisfying any requirements imposed on the Corporation by a Supplemental Declaration relating to a Parcel.

(d) Architectural Control Assessment. If any Owner fails to comply with the requirements and provisions of Paragraphs 14 or 16 of this Declaration or any restrictive covenant or restriction specified in a Supplemental Declaration for the Parcel in which such Owner's Lot is located, then the Corporation may levy against the Lot owned by such Owner an Assessment in an amount determined by the Board of Directors which does not exceed the greater of (i) One Hundred Dollars ($100.00) for each day that such failure continues after written notice thereof is given by Declarant or the Corporation to such Owner or (ii) Ten Thousand Dollars ($10,000.00). Such Assessment shall constitute a lien upon the Lot of such Owner and may be enforced in the manner provided in subparagraph (h) below. The levy of an Architectural Control Assessment shall be in addition

to, and not in lieu of, any other remedies available to Declarant and/or the Corporation provided in this Declaration and all applicable Supplemental Declarations., at law or in equity in the case of the failure of an Owner to comply with the provisions of this Declaration and all applicable Supplemental Declarations.

(e) Special Assessment. In addition to such other Special Assessments as may be authorized herein or in a Supplemental Declaration, the Corporation may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four (4) succeeding fiscal years for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a capital improvement upon the Community Area, including fixtures and personal property relating thereto, provided that any such Assessment shall have the assent of a majority of the votes of the Members whose Lots are subject to assessment with respect to the capital improvement who are voting in person or by proxy at a meeting of such members duly called for this purpose.

(f) Date of Commencement of Assessments. The General Assessment shall commence with respect to assessable Lots within Twin Oaks on the first day of the month following conveyance of the first Lot in Twin Oaks to an Owner other than Declarant or the initial builder of a Residence on such Lot ("Builder"). The initial Assessment on any assessable Lot shall be adjusted according to the days remaining in the month in which the Lot became subject to assessment. Upon conveyance of a Lot to an Owner other than Declarant or Builder, such Owner shall pay a pro rata portion of the General Assessment for the calendar year in which the conveyance occurs. Notwithstanding the foregoing, if an Owner owns more than two (2) unimproved Lots, the General Assessment shall not commence with respect to the second or more of such unimproved Lots until the earlier of (i) the date the Owner commences construction of a Residence thereon or (ii) the first day of the sixth month following the date the Owner acquired title to the Lots.

(g) Effect of Nonpayment of Assessments; Remedies of the Corporation. Any Assessment not paid within thirty (30) days after the due date may upon resolution of the Board of Directors bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Board of Directors for each assessment year. The Corporation shall be entitled to institute in any court of competent jurisdiction any lawful action to collect a delinquent Assessment plus any expenses or costs, including attorneys' fees, incurred by the Corporation in collecting such Assessment. If the Corporation has provided for collection of any Assessment in installments, upon default in the payment of any one or more installments, the Corporation may accelerate payment and declare the entire balance of said Assessment due and payable in full. No Owner may waive or otherwise escape liability for the Assessments provided for herein or in a Supplemental Declaration by nonuse of the Community Area or the Common Facilities or abandonment of his Lot.

(h) Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein or in a Supplemental Declaration against a Lot shall be subordinate to the lien of any recorded first mortgage covering such Lot and to any valid tax or special assessment lien on such Lot in favor of any governmental taxing or assessing authority. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien of such Assessments as to payments which became due more than six (6) months 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.

(i) Certificates. The Corporation shall, upon demand by an Owner, at any time, furnish a certificate in writing signed by an officer of the Corporation that the Assessments on a Lot have been paid or that certain Assessments remain unpaid, as the case may be.

(j) Annual Budget. By a majority vote of the Directors, the Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration or any Supplemental Declaration will be met.

(k) Lots owned by Declarant. Notwithstanding the foregoing or anything else in this Declaration or any Supplemental Declaration to the contrary, no Assessment or other charges shall be owed or payable by Declarant with respect to any Lot or other portion of the Tract owned by Declarant while the same is owned by Declarant, nor shall any such Assessment or charges become a lien on any such Lot or other portion of the Tract owned by Declarant.

15. Architectural Control.

(a) The Architectural Review Board. An Architectural Review Board consisting of three (3) or more Persons as provided in the By-Laws shall be appointed by the Board of Directors.

(b) Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Development Area and of improvements thereon in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography.

(c) Conditions. Except as otherwise expressly provided in this Declaration, no improvements, alterations, repairs, change of colors, excavations, changes in grade, planting or other work that in any way alters any Lot or the exterior of the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by Declarant to another Owner shall be made or done without the prior approval by the Architectural Review Board of a Lot Development Plan therefor. Prior to the commencement by any Owner other

than Declarant of (i) construction, erection or alteration of any Residence, other building, fence, wall, swimming pool, tennis court, patio, or other structure on a Lot or (ii) any plantings or exterior lighting on a Lot, a Lot Development Plan with respect thereto shall be submitted to the Architectural Review Board, and no Residence, other building, fence, wall, swimming pool, tennis court, patio or other structure shall be commenced, erected, maintained, improved, altered, made or done, or any plantings made or exterior lighting installed, by any Person other than Declarant without the prior written approval of the Architectural Review Board of a Lot Development Plan relating to such construction, erection, alteration, plantings or lighting. Such approval shall be in addition to, and not in lieu of, all approvals, consents, permits and/or variances required by law from governmental authorities having jurisdiction over Twin Oaks, and no Owner shall undertake any construction activity within Twin Oaks unless all legal requirements have been satisfied. Each Owner shall complete all improvements to a Lot strictly in accordance with the Lot Development Plan approved by the Architectural Review Board. As used in this subparagraph (c), "plantings" does not include flowers, bushes, shrubs or other plants having a height of less than eighteen (18) inches.

(d) Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing a Lot Development Plan within sixty (60) days after notice of such plan has been duly filed with the Architectural Review Board in accordance with procedures established by Declarant or, subsequent to the Applicable Date, the Board of Directors, approval will be deemed denied. A decision of the Architectural Review Board (including a denial resulting from the failure of such Board to act on the plan within the specified period) may be appealed to the Board of Directors which may reverse or modify such decision (including approve a Lot Development Plan deemed denied by the failure of the Architectural Review Board to act on such plan within the specified period) by a two-thirds (2/3) vote of the Directors then serving.

(e) Guidelines and Standards. The Architectural Review Board shall have the power to establish and modify from time to time such written architectural and landscaping design guidelines and standards as it may deem appropriate to achieve the purpose set forth in subparagraph (b) to the extent that such design guidelines and standards are not in conflict with the specific provisions of this Declaration or a Supplemental Declaration. Any such guideline or standard may be appealed to the Board of Directors which may terminate or modify such guideline or standard by a two-thirds (2/3) vote of the Directors then serving. Notwithstanding anything is this Declaration to the contrary, in no event shall the Architectural Review Board establish guidelines or standards with respect to any Lot that are less than the Architectural Building Requirements applicable thereto pursuant to the Zoning Ordinance.

(f) Application of Guidelines and Standards. The Architectural Review Board shall apply the guidelines and standards established pursuant to subparagraph (e) in a fair, uniform and reasonable manner consistent with the

discretion inherent in the design review process. In disapproving any Lot Development Plan, the Architectural Review Board shall furnish the applicant with specific reasons for such disapproval and may suggest modifications in such plan which would render the plan acceptable to the Board if resubmitted.

(g) Design Consultants. The Architectural Review Board may utilize the services of architects, engineers and other Persons possessing design expertise and experience in evaluating Lot Development Plans. No presumption of any conflict of interest or impropriety shall be drawn or assumed by virtue of the fact that any of such consultants are affiliated with Declarant or may, from time to time, represent Persons filing Lot Development Plans with the Architectural Review Board.

(h) Existing Violations of Declaration. The Architectural Review Board shall not be required to consider any Lot Development Plan submitted by an Owner who is, at the time of submission of such Lot Development Plan, in violation of the requirements of this Paragraph 15, unless such Owner submits to the Architectural Review Board with such Lot Development Plan an irrevocable agreement and undertaking (with such surety as the Board may reasonably require) to remove from the Owner's Lot any improvements, landscaping or exterior lighting constructed and/or installed prior to the submission of a Lot Development Plan (or constructed and/or installed in violation of a previously approved Lot Development Plan) to the extent any such previously constructed and/or installed improvement, landscaping or exterior lighting is not subsequently approved by the Architectural Review Board. The Architectural Review Board shall have the power to recommend to the Board of Directors that the Corporation assess an Architectural Control Assessment against any Owner who fails to comply with the requirements of this Paragraph 15. Under no circumstances shall any action or inaction of the Architectural Review Board be deemed to be unreasonable, arbitrary or capricious if, at the time of such decision, the Person having submitted a Lot Development Plan for approval by the Architectural Review Board has violated this Paragraph 15 and such violation remains uncured.

(i) Exercise of Discretion. Declarant intends that the members of the Architectural Review Board exercise discretion in the performance of their duties consistent with the provisions of subparagraph (f), and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members. In any judicial proceeding challenging a determination by the Architectural Review Board and in any action initiated to enforce this Declaration in which an abuse of discretion by the Architectural Review Board is raised as a defense, abuse of discretion may be established only if a reasonable Person, weighing the evidence and drawing all inferences in favor of the Board, could only conclude that such determination constituted an abuse of discretion.

(j) Liability of Board. Neither the Architectural Review Board, nor any member thereof, nor any agent thereof, nor the Declarant shall be responsible in

any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Board does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

(k) Inspection. Members of the Architectural Review Board may inspect work being performed to assure compliance with these Restrictions and applicable regulations.

(l) Construction and Landscaping. All construction upon, landscaping of and other improvement to a Lot shall be completed strictly in accordance with the Lot Development Plan approved by the Architectural Review Board. All landscaping specified on the landscaping plan approved by the Architectural Review Board shall be installed on the Lot strictly in accordance with such approved plan within thirty (30) days following substantial completion of the Residence if such completion occurs between April 1 and October 15; otherwise prior to May 1.

(m) General Restrictions.

(i) Size of Residence. Each Residence shall have at least the minimum floor area, and the size thereof shall not exceed the maximum floor area ratio, applicable thereto pursuant to the Zoning Ordinance.

(ii) Temporary Structures. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a dwelling, temporary or permanent, nor may any structure of a temporary character be used as a dwelling.

(iii) Antennas and Receivers. No satellite receiver, down-link or antenna which is visible from a public way or from any other Lot, and no satellite dish greater than eighteen (18) inches in diameter shall be permitted on any Lot without the prior written consent of the Architectural Review Board. Unless consent thereto is granted by a majority of the Owners, the Architectural Review Board shall not give its consent to the installation of any exterior television antenna if television reception is available from underground cable connections serving the Lot, nor shall it give its consent to the installation of any other exterior antenna unless all Owners of Lots within 200 feet of the Lot upon which the proposed antenna would be erected consent in writing to the installation thereof.

(iv) Exterior Lights. No exterior lights shall be erected or maintained between the building line and rear lot line so as to shine or reflect directly upon another Lot.

(v) Electric Bug Killers. Electric bug killers, "zappers" and other similar devices shall not be installed at a location or locations which will

result in the operation thereof becoming a nuisance or annoyance to other Owners and shall only be operated when outside activities require the use thereof and not continuously.

(vi) Air Conditioners. No room air conditioning unit shall be installed so as to protrude from any structure located on a Lot (including but not limited to the window of any Residence or garage) if the same would be visible from a public way, a Community Area or any other Lot; provided, however, that this Restriction shall not apply to central air conditioning units.

(vii) Building Location and Finished Floor Elevation. No building may be erected between the building line shown on a Plat and the front Lot line, or within the front, side or rear yard established by the Zoning Ordinance for each Lot. The Architectural Review Board may establish a minimum finished floor elevation for each Lot and no finished floor elevation with the exception of flood protected basements shall be constructed lower than said minimum without the written consent of the Architectural Review Board. Demonstration of adequate storm water drainage in conformity with both on-Lot and overall project drainage plans shall be a prime requisite for alternative finished floor elevations.

(viii) Driveways and Sidewalks. All driveways shall be paved with either concrete or asphalt and maintained dust free. Each Owner, other than Declarant, or his builder shall install a sidewalk across the Lot in accordance with the Plat within the earlier of thirty (30) days of completion of the Residence or two (2) years after conveyance of the Lot to such Owner.

(ix) Yard Lights. If street lights are not installed in the Tract, then each Owner or his builder shall install and maintain in operable condition either (i) a pole light on the Lot at a location, having a height and of a type, style and manufacture approved by the Architectural Review Board prior to the installation thereof or (ii) two (2) carriage lights on the front of the Residence of a type, style and manufacture approved by the Architectural Review Board prior to the installation thereof. Each such light fixture shall also have a bulb of a wattage approved by Architectural Review Board to insure uniform illumination on each Lot and shall be equipped with a photo electric cell or similar device to insure automatic illumination from dusk to dawn each day.

(x) Storage Tanks. No gas or oil storage tanks shall be permitted on a Lot, except temporarily during construction of a Residence with the prior written approval of the Architectural Review Board.

(xi) Mailboxes. All mailboxes installed upon Lots shall be uniform and shall be of a type, color and manufacture approved by the

Architectural Review Board. Such mailboxes shall be installed upon posts approved as to type, size and location by the Architectural Review Board.

(xii) Accessory Buildings. No mini-barns, storage shed or other accessory building or structure other than gazebos shall be permitted on any Lot.

(xiii) Pools. No above ground swimming pool, other than a temporary children's wading pool, shall be permitted on any Lot.

(xiv) Basketball Goals. No basketball goal shall be placed or maintained in the front driveway of a Lot or within the right-of-way of any street. Unless the Architectural Review Board establishes a policy establishing other specifications, backboards of all basketball goals shall be of a translucent material such as fiberglass or Lexan and attached to a black pole or similar type of post. The location of a basketball goal on the Lot is subject to approval of the Architectural Review Board if it would be visible from a public right-of-way adjoining the Lot.

(xv) Septic Systems. No septic tank, absorption field or any other on-site sewage disposal system (other than a lateral main connected to a sanitary sewerage collection system operated by the City of Noblesville or a successor public agency or public utility) shall be installed or maintained on any Lot.

(xvi) Water Systems. No private or semi-private water supply system may be located upon any Lot which is not in compliance with regulations or procedures adopted or established by the Indiana State Board of Health, or other civil authority having jurisdiction. To the extent that domestic water service is available from a water line located within 200 feet of the lot line maintained by a public or private utility company, each Owner shall connect to such water line to provide water for domestic use on the Lot and shall pay all connection, availability or other charges lawfully established with respect to connections thereto. Notwithstanding the foregoing, an Owner may establish, maintain and use an irrigation water well on his Lot as long as the well does not adversely affect the normal pool level of a Detention Area.

(xvii) Vehicle Parking. No recreational vehicle, motor home, truck which exceeds ¾ ton in weight, trailer, boat or disabled or unlicensed vehicle may be parked or stored overnight or longer on any Lot in open public view.

(xviii) Signs. Except for such signs as Declarant may in its absolute discretion display in connection with the development of Twin Oaks or the Tract and the sale of Lots therein, such signs as may be located on the Community Area and such signs as may, with the consent of Declarant, be

displayed by a Builder to advertise the property during construction and sale of Residences and the maintenance of model homes, no sign of any kind shall be displayed to the public view on any Lot except that one sign of not more than four (4) square feet may be displayed at any time for the purpose of advertising the property for sale or for rent.

(xix) Fencing. Fences and walls shall be erected or maintained on Lots only in accordance with the Zoning Ordinance, provided that in no event may any fence or wall be erected or maintained on any Lot without the prior approval of the Architectural Review Board, which may establish design standards for fences and further restrictions with respect to fencing, including limitations on (or prohibition of) the installation of fences in the rear yard of a Lot and along the bank of any Detention Area. For approval of fencing, the following must be submitted to the Architectural Review Board: (i) plot plan, (ii) dimensions and placement of structure, (iii) photograph or brochure picture, (iv) color, and (v) vendor of fence and fence installer. Without limiting the foregoing, the following requirements shall apply to all fences in Twin Oaks:

1. No chain link, stockade or split rail fencing is permitted.

2. All proposed fences and walls must be located on the site plan. The design of all walls and fences is subject to approval by the Architectural Review Board. Fences are limited to wood picket or wrought iron (or its aluminum equivalent) not exceeding 48 inches in height, except, for purposes of affording privacy to a patio or deck area, a fence not exceeding 6 feet in height may be placed directly behind the house so that it is not visible from the street, but such fence may not extend further than one-half the distance between the rear facade of the house and the rear lot line.

3. If fences are to be painted, the color of paint must be approved by the Architectural Review Board.

4. Perimeter fences must be located on line with fences on adjacent lots and must tie to adjacent fences at lot corners.

5. No wall or fence may be constructed along the bank of any lake or pond, whether or not such lake or pond is located partially upon, or adjacent to, the lot.

6. Only masonry walls not exceeding permitted fence heights may be installed.

7. All fence and wall heights are measured from grade level.

8. All fencing must be purchased from and installed by an approved fence installer.

All fences shall be kept in good repair. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 25 feet from the intersection of said street lines, or in the case of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(n) Other Restrictions. The Architectural Review Board may adopt general rules and regulations to implement the purposes set forth in this Paragraph, including but not limited to rules to regulate animals, antennas, signs, fences, walls and screens, mailboxes, storage tanks, awnings, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, and planting, maintenance and removal of vegetation on the Development Area. Such general rules may be amended by a two-thirds (2/3) vote of the Architectural Review Board. Subsequent to the Applicable Date, any such amendment may be made only after a public hearing for which due notice to all affected Owners has been provided, and if such amendments are approved by a two-thirds (2/3) vote of the Board of Directors. All general rules and any subsequent amendments thereto shall be placed in the Register of Regulations and shall constitute Restrictions.

(o) Exceptions. The Architectural Review Board may authorize exceptions to or variances from the general rules and regulations adopted pursuant to subparagraph 15(n) if the Architectural Review Board can show good cause and acts in accordance with adopted guidelines and procedures.

16. Community Area and Common Facilities.

(a) Ownership. The Community Area and Common Facilities shall remain private, and neither Declarant's execution or recording of an instrument portraying the Community Area, nor the doing of any other act by Declarant is, or is intended to be, or shall be construed as, a dedication to the public of the Community Area or Common Facilities. Declarant or the Corporation may, however, dedicate or transfer all or any part of the Community Area or the Common Facilities to any public agency, authority or utility for use as roads, utilities, parks or other public purposes.

(b) Density of Use. Declarant expressly disclaims any warranties or representations regarding the density or extent of use of the Community Area or any facilities located thereon.

(c) Obligations of the Corporation. The Corporation, subject to the rights of Declarant and the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Community Area and all improvements

thereon (including Common Facilities and other furnishings and equipment related thereto), and, except as otherwise provided herein, shall keep the Common Facilities in good, clean, attractive and sanitary condition, order and repair.

(d) Easements of Enjoyment. No Person shall have any right or easement of enjoyment in or to the Community Area except to the extent granted by, and subject to the terms and provisions of, this Declaration and any applicable Supplemental Declaration. Such rights and easements as are thus granted shall be appurtenant to and shall pass with the title to every Lot for whose benefit they are granted. All Owners may use the Paths, the Community Center and the Common Areas subject to the reserved rights of Declarant and the Corporation. The Detention Areas may be used by all Owners, but only for fishing and such other purposes as may be authorized by the Board of Directors, provided that Owners shall only have a right of access to a Detention Area over Common Areas, except that if an Owner's Lot directly abuts a Detention Area, the Owner may access it from his Lot.

(e) Extent of Easements. The easements of enjoyment created hereby shall be subject to the following:

(i) the right of the Corporation to establish reasonable rules for the use of the Community Area and to charge reasonable admission and other fees for the use of the Community Center or any other recreational facilities located in or constituting a part of the Community Area except that no fee shall be charged to those specifically authorized to use such facilities by this Declaration unless the Corporation is specifically authorized to do so by this Declaration or a Supplemental Declaration;

(ii) the right of the Corporation to suspend the right of an Owner and all Persons whose right to use the Community Center, the Commons and Community Area derives from such Owner's ownership of a Lot to use such portions of the Community Area for any period during which any Assessment against his Lot remains unpaid after the due date thereof;

(iii) the right of the Corporation to suspend the right of an Owner or any Person claiming through the Owner to use the Paths, the Community Center, the Detention Areas or the Common Areas for a period not to exceed one hundred eighty (180) days for any other infraction of this Declaration, any Supplemental Declaration or the Register of Regulations;

(iv) the right of the Corporation to mortgage any or all of the Community Area, the facilities constructed thereon and the Common Facilities for the purposes of improvements to, or repair of, the Community Area, the facilities constructed thereon or the

Common Facilities, pursuant to approval of two-thirds (2/3) of the votes of the Members (excluding Declarant) or two-thirds (2/3) of the Mortgagees (based on one vote for each first mortgage owned), voting in person or by proxy at a regular meeting of the Corporation or a meeting duly called for this purpose;

(v) the right of the Corporation to dedicate or transfer all or any part of the Community Area and/or the Common Facilities to any public agency, authority or utility, but no such dedication or transfer shall be effective unless an instrument signed by the appropriate officers of the Corporation acting pursuant to authority granted by two-thirds (2/3) of the votes of the Members (excluding Declarant) or two-thirds (2/3) of the Mortgagees (based on one vote for each first mortgage owned), agreeing to such dedication or transfer, has been recorded;

(vi) the right of Declarant in the Plat to restrict the use of Common Facilities located in a Section to (a) Owners of Residences located in such Section or (b) to other Owners of less than all of the Lots in the Development Area; and

(vii) the right of Declarant to convey all or a portion of a Detention Area that shares facilities with land outside the Development Area to the owner of such land.

(f) Additional Rights of Use. The members of the family and the guests of every Person who has a right of enjoyment to the Community Area and the Common Facilities may use the Community Area and the Common Facilities subject to such general regulations consistent with the provisions of this Declaration and applicable Supplemental Declarations as may be established from time to time by the Corporation and included within the Register of Regulations.

(g) Damage or Destruction by Owner. In the event the Community Area or any Common Facility is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or member of his family, such Owner authorizes the Corporation to repair said damaged area; the Corporation shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Corporation in the discretion of the Corporation. An amount equal to the costs incurred to effect such repairs shall be assessed against such Owner as a Special Assessment and shall constitute a lien upon the Lot of said Owner.

(h) Conveyance of Title. Declarant may retain the legal title to the Community Area and the Common Facilities until the Applicable Date, but notwithstanding any provision herein, the Declarant hereby covenants that it shall convey the Detention Areas, the Common Areas and the Common Facilities to the

Corporation (except any part thereof that has been transferred pursuant to the other provisions set forth above), free and clear of all liens and other financial encumbrances exclusive of the lien for taxes not yet due and payable, and all easements permitted hereunder, not later than the Applicable Date. The Corporation shall unconditionally accept title upon conveyance by Declarant.

17. Maintenance of Lots.

(a) Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. Barking dogs shall constitute a nuisance.

(b) Maintenance of Development Area. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management as determined by the Architectural Review Board. In the event an Owner of any Lot in the Development Area shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Corporation, after notice to the Owner as provided by the By-Laws and approval by two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot.

(c) Drainage. In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, although no specific drainage easement for such flow of water is provided on the Plat. To the extent not maintained by the Drainage Board, "Drainage Easements" reserved as drainage swales shall be maintained by the Owner of the Lot upon which such easements are located such that water from any adjacent Lot shall have adequate drainage along such swale. Lots within the Tract may be included in a legal drain established by the Drainage Board. In such event, each Lot in the Tract will be subject to assessment by the Drainage Board for the costs of maintenance of the portion of the Drainage System and/or Detention Area included in such legal drain, which assessment will be a lien against the Lot. The elevation of a Lot shall not be changed so as to affect materially the surface elevation or grade of surrounding Lots. Each Owner shall maintain the subsurface drains and tiles located on his Lot and shall be liable for the cost of all repairs thereto or replacements thereof.

(d) Vegetation. An Owner shall not permit the growth of weeds and volunteer trees and bushes on his Lot, and shall keep his Lot reasonably clear from such unsightly growth at all times. If an Owner fails to comply with this Restriction, the Board of Directors shall cause the weeds to be cut and the Lot cleared of such growth at the expense of the Owner thereof and the Corporation shall have a lien against the cleared Lot for the expense thereof.

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

(f) Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The owners of such permitted pets shall confine them to their respective Lots such that they will not be a nuisance. Owners of dogs shall so control or confine them so as to avoid barking which will annoy or disturb adjoining Owners.

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

18. Easements.

(a) Plat Easements. In addition to such easements as are created elsewhere in this Declaration and as may be created by Declarant pursuant to written instruments recorded in the office of the Recorder of Hamilton County, Indiana, Lots and Common Areas are subject to drainage easements, sewer easements, utility easements, entry way easements, pond access easements, community area access easements, public pedestrian pathway easements and nonaccess easements, either separately or in any combination thereof, as shown on the Plats, which are reserved for the use of Declarant, Owners, the Corporation, the Architectural Review Board, public utility companies and governmental agencies as follows:

(i) Drainage Easements. (DE) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of Twin Oaks and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of each Owner to maintain the drainage across his own 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, by Declarant, and by the Architectural Review Board, but

neither Declarant nor the Architectural Review Board shall have any duty to undertake any such construction or reconstruction. Said easements are for the mutual use and benefit of the Owners.

(ii) Sanitary Sewer Easements. (SE) are created for the use of the local governmental agency having jurisdiction over any storm and sanitary waste disposal system which may be designed to serve Twin Oaks for the purpose of installation and maintenance of sewers that are a part of said system.

(iii) Utility Easements. (UE) are created for the use of Declarant, the Corporation and all public or municipal utility companies, not including transportation companies, for the installation and maintenance of mains, ducts, poles, lines and wires, as well as for all uses specified in the case of sanitary sewer easements.

(iv) Drainage and Utility Easements. (D&UE) combine Drainage Easements and Utility Easements.

(v) Non-Access Easements. (NAE) are created to preclude access from certain Lots or Common Areas to abutting rights-of-way across the land subject to such easements.

(vi) Public Pedestrian Access Easements. (PPAE) are created to delineate the location of Paths. Notwithstanding Paragraph 18(a) of this Declaration to the contrary, but without limiting the provisions of Paragraphs 6 and 16(a) of this Declaration, so long as the Paths provide direct connections with, and Owners are entitled to utilize, similar walkways and/or bikeways either in public rights-of-way or across real estate adjoining the Tract, members of the general public who are not Owners may utilize the Paths located in Public Pedestrian Access Easements for the same purposes as Owners are permitted by the Corporation pursuant to this Declaration, provided, however, that the general public's right of ingress and egress to the Paths shall be limited to the termini of the Paths at either public rights-of-way or the boundaries of real estate adjoining the Tract.

All easements mentioned herein (except Public Pedestrian Access Easements as provided above) include the right of reasonable ingress and egress for the exercise of other rights reserved. No structure, including fences, shall be built on any Drainage, Sanitary Sewer or Utility Easement if such structure would interfere with the utilization of such easement for the purpose intended or violate any applicable legal requirement or the terms and conditions of any easement specifically granted to a Person who is not an Owner by an instrument recorded in the Office of the Recorder of Hamilton County, but a paved driveway necessary to provide access to a Lot from a public street and a sidewalk installed by or at the direction of

Declarant (and replacements thereof) shall not be deemed a "structure" for the purpose of this Restriction.

(b) General Easement. There is hereby created a blanket easement over, across, through and under the Tract for ingress, egress, installation, replacement, repair and maintenance of underground utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for Declarant or the providing utility or service company to install and maintain facilities and equipment on the Tract and to excavate for such purposes if Declarant or such company restores the disturbed area as nearly as is practicable to the condition in which it was found. No sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated in the Tract except as proposed and approved by Declarant prior to the conveyance of the first Lot in the Tract to an Owner or by the Architectural Review Board thereafter. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Corporation shall have the right to grant such easement on the Tract without conflicting with the terms hereof. This blanket easement shall in no way affect any other recorded easements on the Tract, shall be limited to improvements as originally constructed, and shall not cover any portion of a Lot upon which a Residence has been constructed.

(c) Public Health and Safety Easements. An easement is hereby created for the benefit of, and granted to, all police, fire protection, ambulance, delivery vehicles, and all similar Persons to enter upon the Community Area in the performance of their duties.

(d) Drainage Board Easement. An easement is hereby created for the benefit of, and granted to, the Drainage Board to enter the Tract and all Lots therein to the extent necessary to exercise its rights with respect to any legal drain constituting a part of the Drainage System or Detention Area.

(e) Crossing Underground Easements. Easements utilized for underground service may be crossed by driveways, walkways and Paths, provided prior arrangements are made with the utility company furnishing service. Such easements as are actually utilized for underground service shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossings, driveways, walkways and Paths, and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, agents, employees, or servants to shrubbery, trees, flowers or other improvements of the Owner located on the land covered by said easements.

(f) Declarant's Easement to Correct Drainage. For a period of ten (10) years from the date of conveyance of the first Lot in a Section, Declarant reserves a blanket easement and right on, over and under the ground within that Section to

maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which Declarant shall restore the affected property to its original condition as nearly as practicable. Declarant shall give reasonable notice of its intention to take such action to all affected Owners, unless in the opinion of Declarant an emergency exists which precludes such notice.

(g) Water Retention. The Owner of each Lot, by acceptance of a deed thereto, consents to the temporary storage (detention) of storm water within the drainage easements (DE) on such Owner's Lot.

19. Use of Lots During Development.

(a) By Declarant. Notwithstanding any provisions to the contrary contained herein or in any other instrument or agreement, Declarant or its sales agents or contractors, may maintain during the period of construction and sale of Lots and Residences in the Tract or the Development Area, upon such portion thereof as is owned or leased by Declarant, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of Lots and Residences, including, but without limiting the generality thereof, a business office, storage area, construction yards, signs, model Residences and sales offices. Declarant specifically reserves the right to maintain a sales office in the Community Center during the period that it is engaged in the sale of Lots in Twin Oaks.

(b) By Builders. Notwithstanding any provisions to the contrary contained herein, a builder who has constructed a Residence in the Tract may, with the prior consent of the Board of Directors, use such Residence as a "model" home and may hold such home open to the public, either individually or as part of a "home show" approved by the Board of Directors for such reasonable period as the Board of Directors may specify. With the approval of Declarant, Lots adjacent to or in proximity to such model home may be used for parking by visitors to such model home.

20. Enforcement. The Corporation, any Owner or Declarant shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or an applicable Supplemental Declaration, but neither Declarant nor the Corporation shall be liable for damage of any kind to any Person for failure either to abide by, enforce or carry out any of the Restrictions. No delay or failure by any Person to enforce any of the Restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that Person of the right to do so thereafter, or an estoppel of that Person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the Restrictions. In any action to enforce this Declaration or a Supplemental Declaration, the Person seeking enforcement shall be entitled to

recover all costs of enforcement, including attorneys' fees, if it substantially prevails in such action.

21. Limitations on Rights of the Corporation. Prior to the Applicable Date, the Corporation may not use its resources nor take a public position in opposition to additions to the Tract or to changes to a Plat proposed by Declarant. Nothing in this paragraph shall be construed to limit the rights of the Members acting as individuals or in affiliation with other Members or groups as long as they do not employ the resources of the Corporation or identify themselves as acting in the name, or on the behalf, of the Corporation.

22. Approvals by Declarant. Notwithstanding any other provisions hereof, prior to the Applicable Date, the following actions shall require the prior approval of Declarant: the addition of real estate to the Tract; dedication or transfer of the Community Area; mergers and consolidations of the Tract with other real estate; mortgaging of the Community Area; amendment of this Declaration or any Supplemental Declaration; and changes in the basis for assessment or the amount, use and time of payment of the Community Area Initial Assessment.

23. Mortgages.

(a) Notice to Corporation. Any Owner who places a first mortgage lien upon his Residence or the Mortgagee shall notify the Secretary of the Board of Directors of such mortgage and provide the name and address of the Mortgagee. A record of such Mortgagee's name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration, the Articles or the By-Laws (the "Organizational Documents") shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Organizational Documents shall be required and no Mortgagee shall be entitled to vote by virtue of the Organizational Documents or a proxy granted to such Mortgagee in connection with the mortgage.

(b) Notices to Mortgagees. The Corporation shall promptly provide to any Mortgagee of whom the Corporation has been provided notice under subparagraph (a) above notice of any of the following:

(i) Any condemnation or casualty loss that affects a material portion of the Community Area;

(ii) Any delinquency in the payment of any Assessment owed by the Owner of any Residence on which said Mortgagee holds a mortgage or any default by an Owner under the Organizational Documents, if said delinquency or default continues for more than sixty (60) days;

(iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Corporation;

(iv) Any proposed action that requires the consent of a specified percentage of Mortgagees; and,

(v) Any proposed amendment of the Organizational Documents effecting a change in (A) the interests in the Community Area appertaining to any Residence or the liability for Maintenance Costs appertaining thereto, (B) the vote appertaining to a Residence or (C) the purposes for which any Residence or the Community Area are restricted.

(c) Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Residence, furnish to such mortgagee or purchaser a statement setting forth the amount of the unpaid Assessments against the Residence and the Owners, and any Mortgagee or grantee of the Residence shall not be liable for, nor shall the Residence conveyed be subject to a lien for, any unpaid Assessments in excess of the amount set forth in such statement.

(d) Financial Statements. Upon the request of any Mortgagee, the Corporation shall provide to said Mortgagee the most recent financial statement prepared on behalf of the Corporation.

(e) Payments by Mortgagees. Any Mortgagee may (i) pay taxes or other charges that are in default and that may or have become a lien upon the Community Area or any part thereof and (ii) pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Community Area in case of a lapse of a policy. A Mortgagee making such payments shall be entitled to immediate reimbursement from the Corporation.

24. Amendments.

(a) Generally. This Declaration may be amended at any time by an instrument signed by (i) the appropriate officers of the Corporation acting pursuant to the authority granted by not less than two-thirds (2/3) of the votes of the Members cast at a meeting duly called for the purpose of amending this Declaration and, to the extent required by Paragraph 21, (ii) Declarant.

(b) By Declarant. Declarant hereby reserves the right prior to the Applicable Date unilaterally to amend and revise the standards, covenants and restrictions contained in this Declaration. Such amendments shall be in writing, executed by Declarant, and recorded with the Recorder of Hamilton County, Indiana. No such amendment, however, shall restrict or diminish the rights or increase or expand the obligations of Owners with respect to Lots conveyed to such Owners prior to the amendment or adversely affect the rights and interests of Mortgagees holding first mortgages on Residences at the time of such amendment. Declarant shall give notice in writing to such Owners and Mortgagees of any amendments. Except to the extent authorized in Paragraph 18(b), Declarant shall not have the right at any time by amendment of this Declaration to grant or establish any

easement through, across or over any Lot which Declarant has previously conveyed without the consent of the Owner of such Lot.

(c) Effective Date. Any amendment shall become effective upon its recordation in the Office of the Recorder of Hamilton County, Indiana.

25. Interpretation. The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

26. Duration. The foregoing covenants and restrictions are for the mutual benefit and protection of the present and future Owners, the Corporation, and Declarant, and shall run with the land and shall be binding on all parties and all Persons claiming under them until January 1, 2028, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those Persons who are then the Owners of a majority of the Lots in the Tract.

27. 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.

28. Non-Liability of Declarant. Declarant shall not have any liability to an Owner or to any other Person with respect to drainage on, over or under a Lot or erosion of a Lot. Such drainage and erosion control shall be the responsibility of the Owner of the Lot upon which a Residence is constructed and of the builder of such Residence and an Owner, by an acceptance of a deed to a Lot, shall be deemed to agree to indemnify and hold Declarant free and harmless from and against any and all liability arising from, related to, or in connection with the erosion of or drainage on, over and under the Lot described in such deed. Declarant shall have no duties, obligations or liabilities hereunder except such as are expressly assumed by Declarant, and no duty of, or warranty by, Declarant shall be implied by or inferred from any term or provision of this Declaration.

29. Compliance with the Soil Erosion Control Plan.

(a) The Plan. Declarant has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5 of 327 IAC 15, Storm Water Run-Off Associated with Construction Activity. In connection with any construction activity on a Lot by an Owner, its contractor or the subcontractors of either, Owner shall take or cause to be taken all erosion control measures contained in such plan as the plan applies to "land disturbing activity" undertaken on a Lot and shall comply with the terms of Declarant's general permit under Rule 5 as well as all other applicable state, county or local erosion control

authorities. All erosion control measures shall be performed by personnel trained in erosion control and shall meet the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources.

(b) Indemnity. The Owner of each Lot shall indemnify and hold Declarant harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may arise out of or are connected with, or are claimed to arise out of or be connected with, any work done by such Owner, its contractor and their respective employees, agents, or subcontractors which is not in compliance with the erosion control plan implemented by the Declarant.

30. Assessments. The Board of Directors may make Assessments to cover any costs incurred in enforcing these covenants or in undertaking any maintenance or other activity that is the responsibility of the Owner of a Lot hereunder but which such Owner has not undertaken as required hereunder. Any such Assessment shall be assessed only against those Owners whose failure to comply with the requirements of these covenants necessitated the action to enforce these covenants or the undertaking of the maintenance or other activity.

31. Enforcement. The right to enforce each of the foregoing Restrictions by injunction, together with the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to Declarant, the Corporation, the Architectural Review Board, the Owners of the Lots in the Tract, their heirs and assigns, and to the Zoning Authority, their successors and assigns, who are entitled to such relief without being required to show any damage of any kind to Declarant, the Corporation, the Architectural Review Board, any Owner or Owners, or such Zoning Authority by or through any such violation or attempted violation. Under no circumstances shall Declarant, the Corporation or the Architectural Review Board be liable for damages of any kind to any Person for failure to abide by, enforce or carry out any provision or provisions of this Declaration or any Supplemental Declaration. There shall be no rights of reversion or forfeiture of title resulting from any violations.

32. Additions to the Tract. Declarant shall have the right to bring within the scheme of this Declaration and add to the Tract real estate that is contiguous to the Tract. In determining contiguity, public rights of way shall not be considered. The additions authorized under this Paragraph 32 shall be made by the filing of record of one or more Supplemental Declarations with respect to the additional real estate. Unless otherwise stated therein, such Supplemental Declarations shall not bind Declarant to make the proposed additions. For purposes of this Paragraph 32, a Plat depicting a Part of the Development Area shall be deemed a Supplemental Declaration.

33. Annexation. Each Owner, by the acceptance of a deed to a Lot, consents to the annexation of the Tract to the City of Noblesville and agrees not to remonstrate against any proposal for such annexation.

IN TESTIMONY WHEREOF, Declarant has executed this Declaration as of the date set forth above.

TWIN OAKS OF NOBLESVILLE, LLC

By: Joel Kruse
JOSE KRUEUTZ
CO-MANAGER

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

(name) Jon Hunt

COUNTY OF HAMILTON)
)SS:
STATE OF INDIANA)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jose Kreutz, a Co-Manager of Twin Oaks of Noblesville, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions for and on behalf of said Declarant on the date of its execution set forth above.

My Commission Expires: Scott L. Saucedo, Notary Public

[SEAL]

2/1/13 Resident of Hamilton County, Indiana

SCOTT L. SAUCEDO
NOTARY PUBLIC - INDIANA
HAMILTON COUNTY
My Commission Expires
February 1, 2013

This Instrument prepared by David R. Warshauer, Attorney at Law, 11 South Meridian Street, Indianapolis, Indiana 46204.

EXHIBIT "A"

Legal Description

The Southwest Quarter of Section 10, Township 18 North, Range 4 East, Noblesville Township, Hamilton County, Indiana.

EXCEPT:

A certain tract of parcel of land in Hamilton County, in the State of Indiana, described as follows:

A part of the Southwest Quarter of Section 10, Township 18 North, Range 4 East, located in Noblesville Township, Hamilton County, Indiana, being bounded as follows:

Beginning at the Southwest corner of the Southwest Quarter of Section 10, Township 18 North, Range 4 East; thence North 00 degrees 49 minutes 19 seconds East (assumed bearing) 953.00 feet on and along the West line of said Southwest Quarter; thence South 89 degrees 27 minutes 07 seconds East a distance of 457.08 feet parallel with the South line of Said Southwest Quarter; thence South 00 degrees 49 minutes 19 seconds West 953.00 feet parallel with the West line of said Southwest Quarter to a point on the South line of said Southwest Quarter; thence North 89 degrees 27 minutes 07 seconds West a distance of 457.08 feet to the Point of Beginning.

The entire parcel contains 150.08 acres more or less.

2008005840 AMND DECL $14.00
02/06/2008 10:35:45A 2 PGS
Jennifer J Hayden
HAMILTON County Recorder IN
Recorded as Presented

14.00 (2) 29080106S

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF TWIN OAKS OF NOBLESVILLE

THIS FIRST AMENDMENT to that certain Declaration of Covenants and Restrictions of Twin Oaks of Noblesville (the "Declaration"), is executed as of the 30th day of April, 2007 by TWIN OAKS OF NOBLESVILLE, LLC, ("Declarant"), who by the execution hereof, hereby declares that:

1. **Recitals.** The following facts are true:

(a) The Declaration was recorded in the Office of the Recorder of Hamilton County, Indiana, on December 15, 2006, as Instrument No. 2006074250.

(b) Declarant has the right unilaterally to amend and revise the Declaration pursuant to the provisions of Paragraph 24(b) of the Declaration.

(c) Capitalized terms used, but not defined, herein shall have the meaning given such terms in the Declaration.

2. **Amendment.** The following is inserted as Paragraph 34 of the Declaration:

Declarant reserves the right to amend this Declaration for the purpose of removing any portion of the Tract which is not described in or the subject of a recorded Plat from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Declarant.

3. **Effective Date.** Except as expressly amended hereby, the Declaration shall remain in full force and effect without amendment. The foregoing amendments shall be effective as of the date this First Amendment is recorded in the Office of the Recorder of Hamilton County, Indiana.

IN WITNESS WHEREOF, this First Amendment has been executed as of the date first above written.

	TWIN OAKS OF NOBLESVILLE LLC	
	By:	West Noblesville Township, LLC, its manager
	By:	Glenda S. Garrison
		GLENDA S. GARRISON, Co-Manager
		(printed)

COUNTY OF Hamilton)
)SS:
STATE OF INDIANA)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Glenda S. Garrison a Co-Manager of West Noblesville Township, LLC, an Indiana limited liability company and Manager of Twin Oaks of Noblesville LLC, an Indiana limited liability company,, who acknowledged the execution of the foregoing as such Co-Manager for and on behalf of West Noblesville Township, LLC as Manager of Twin Oaks of Noblesville LLC.

STATE OF INDIANA LADONNA G. THOMPSON NOTARY PUBLIC EXPIRES 07-08-15 HAMILTON COUNTY

Ladonna G Thompson, Notary Public

[SEAL]

(printed name)

My Commission Expires: _____

Resident of _____ County, Indiana

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

David R. Warshauer

This instrument prepared by David R. Warshauer, Attorney at Law,