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**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
WEAVER'S LANDING**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEAVER'S LANDING** is made this 6<sup>th</sup> day of December, 2019 by Weaver's Landing Partners, LLC, an Indiana limited liability company (the "Declarant");

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain property, located in McCordsville, Hancock County, Indiana, which is more particularly described in what is attached hereto and incorporated herein by reference as Exhibit "A" (the "Real Estate"); and

**WHEREAS**, the word "Property" as used throughout this Declaration shall mean the Real Estate and the Additional Real Estate that may be made subject to this Declaration per the terms of Article III below;

**WHEREAS**, Declarant desires to subdivide and develop the Property and in connection therewith, to impose certain covenants, conditions and restrictions on the Property.

**NOW, THEREFORE**, the Declarant hereby declares that all of the Lots (defined below), as they are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved, are subject to the following covenants, conditions, and restrictions, all of which are declared to be in furtherance of a plan of the improvement and sale of the Property and each Lot situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and each of the Lots situated therein. This Declaration shall run with the Property and shall be binding upon and inure to the benefit of the Declarant and upon the parties having or acquiring any interest in the Property or any part or parts thereof.

**ARTICLE I**

**DEFINITIONS**

The following are the definitions of the terms as they are used in this Declaration:

Section 1.1 "Applicable Laws" means all federal, state and local laws, statutes, regulations and ordinances that are applicable to the Property.

Section 1.2 “Architectural Control Committee” or “ACC” shall mean the Architectural Control Committee, as more fully described in Article VII of this Declaration.

Section 1.3 “Association” shall mean the *Weaver’s Landing Homeowners Association, Inc.*, a not-for-profit corporation, the membership and power of which are more fully described in Article X of this Declaration.

Section 1.4 “Board” or “Board of Directors” shall mean the Board of Directors of the Weaver’s Landing Homeowners Association, Inc. and “Director” shall mean any member of the Board of Directors.

Section 1.5 “Builder” means a Person or entity regularly engaged in the business of constructing single-family residences for sale and responsible for the original construction of a residence on a Lot.

Section 1.6 “Common Area” shall mean those areas (i) designated on current or future Plats as a “Block”, “Common Area”, “CA,” and (ii) any other areas designated by the Declarant for the common use and enjoyment of the residents of the Property.

Section 1.7 “Declarant” shall mean Weaver’s Landing Partners, LLC, and any successors and assigns of it that it designates in one or more written recorded instruments to have the rights of Declarant (or any portion or portions thereof) under the Declaration.

Section 1.8 “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions of Weaver’s Landing, as from time to time amended.

Section 1.9 “Development Period” means the period of time commencing with Declarant's acquisition of the Property and ending on the termination of the Class B Membership in the manner set forth in Section 10.3(B) below.

Section 1.10 “Guidelines” shall mean any standards or restrictions pertaining to various Lot Improvements that have been established by the Architectural Control Committee.

Section 1.11 “Landscape or Landscaping” shall mean any design element (whether structural, floral, or earthen) that modifies the visible features of the Lot, and which may or may not be physically connected to a Residence.

Section 1.12 “Lot” shall mean any home site, for the construction of a Residence, identified on a Plat that is recorded in the Office of the Recorder of Hancock County, Indiana.

Section 1.13 “Lot Improvement” shall mean any addition to or modification of any part of the Lot, including the exterior of the Residence.

Section 1.14 “Official Zoning Ordinance” shall mean the Weaver’s Landing Planned Unit Development by the Town of McCordsville, Indiana, as amended from time to time.

Section 1.15 “Owner” shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term “Owner” shall include the Declarant.

Section 1.16 “Person” shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 1.17 “Plat” shall mean the subdivision plats of the Property which are recorded with the Recorder of Hancock County, Indiana.

Section 1.18 “Pond Area” or “Wet Pond Area” means any Common Area, or portion thereof, on which a Pond or Wet Pond now exists or is later constructed by Declarant, and “Pond” and “Wet Pond” means an area designed to retain water but may be dry at times of the year which now exists or is later constructed by Declarant in a Pond Area or Wet Pond Area.

Section 1.19 “Property” shall mean the real estate described in Exhibit “A”, as well as additions as may be allowed herein, including specifically the Additional Real Estate.

Section 1.20 “Residence” shall mean any structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including private garage and recreational facilities usual and incidental to the use of a single-family residential lot.

Section 1.21 “Special Use” shall mean any use defined or identified in any applicable zoning ordinance as a “Special Use”.

## ARTICLE II

### CHARACTER OF THE DEVELOPMENT

Section 2.1. In General. Lots may be used only for residential purposes. All Property located within a Plat that has not been designated by numbering shall be used in a manner determined by the Declarant. Lots may be used only for single-family 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 the Property than the number of Lots depicted on the Plat. Notwithstanding any provision in the Official 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.

Section 2.2. Other Restrictions. All Property shall be subject to the easements, restrictions, and limitations of record and rights-of-way, and also to all Applicable Laws.

## ARTICLE III

### ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY

Section 3.1 Additional Real Estate. As of the date of the execution of this Declaration: (i) the Property consists solely of the Real Estate; and (ii) Declarant is under contract to purchase the property immediately adjacent to the Real Estate, which adjacent property is more particularly described and depicted on Exhibit "B", attached hereto and incorporated herein by this reference ("Additional Real Estate"). Upon Declarant's, or Declarant's assignee's, purchase of the Additional Real Estate: (i) the Additional Real Estate shall be added to the Property and be subject to the terms and provisions of this Declaration, including all rights, obligations, and privileges herein contained; and (ii) Declarant, or Declarant's assignee, shall place of record in Hancock County, Indiana, a written instrument or written statement so declaring the Additional Real Estate to be part of the Property, which written instrument or written statement shall be an amendment or supplement to this Declaration. Upon recording of such instrument described in the immediately preceding sentence, the Additional Real Estate described herein shall be subject to the terms and provision of this Declaration, including, without limitation, the following: (a) the Additional Real Estate shall be deemed to be included within the Property; (b) all references in this Declaration to the "Property" shall be deemed to include the Additional Real Estate; (c) all references in this Declaration to "Lots" shall be deemed to include all parcels of land shown on a Plat within the Additional Real Estate designed for construction of a Residence thereon; (d) all references in this Declaration to "Owner(s)" shall be deemed to include all owners of a Lot within the Additional Real Estate; (e) all easements created by this Declaration shall bind, benefit, burden, and run with the Additional Real Estate, as provided in Article IV of this Declaration; and (f) the Owners of any Lots within the Additional Real Estate shall be deemed for all purposes, to have and be subject to all of the rights, duties, privileges, and obligations of Owners of Lots within the Property.

Section 3.2 Withdrawals. Subject to the terms of Section 3.1, during the Development Period, Declarant reserves the unilateral right in its sole discretion to amend this Declaration for the purpose of removing any portion of the Property, which has not yet been improved with Residences, 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.

## ARTICLE IV

### EASEMENTS AND RESTRICTED AREAS

Section 4.1 Designated Easements. The following are easements designated or to be designated, in the Declarant's sole discretion, upon a Plat:

(A) Designated Drainage, Utility, Sewer, Sanitary Sewer, Storm Sewer Easements. There are strips of ground designated on the Plat as drainage easements, utility easements, sewer easements, sanitary sewer easements, storm sewer easements, or any combination thereof, which are hereby reserved to the appropriate governmental entities, public utilities, and private utilities for the installation and maintenance of swales, ditches,

pipes, drains, electric lines, gas lines, telephone lines, fiber optic cable, high speed internet lines, sanitary sewers, manholes, detention and retention areas or other drainage facilities. Purchasers of Lots shall take title subject to such easements hereby created and subject at all times to the rights of proper authorities to service and maintain such drainage facilities and easements, and no permanent structure of any kind and no part thereof, except fences which do not retard or impede the flow of drainage water and which are approved by any entity to which the easement is dedicated, shall be built, erected or maintained on said drainage easements, except by the Declarant or its assigns. It shall be the responsibility of the Association and the Owners of the areas enclosed within such drainage easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the Owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper governmental agency or department or any private or public utility. All proper governmental agencies or departments and public and private utilities are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the Plat by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat issued by those agencies. Failure to so comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage. Further, there are hereby created easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of other land contained within the Plat, upstream and downstream. It shall be the responsibility of the Association and the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

(B) Designated Mounding, Landscaping, and Screening and Sign Easements. Any strips of ground shown or designated on the Plat for landscaping including, but not limited to, landscape easements, landscape maintenance easements, or landscape maintenance access easements are hereby reserved unto Declarant, during the Development Period, and, thereafter, unto the Association, for the purposes of (i) providing and maintaining signs which either advertise the Property and the availability of Lots or identify the Property and (ii) installing and maintaining landscaping, mounding, fencing, masonry walls, and screening. Declarant reserves unto itself during the Development Period and thereafter unto the Association, the exclusive and sole right to erect signs and install landscaping, mounding, and screening within these strips of ground. Notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences or other improvements shall be erected in the area of such easements, except by the Declarant during the Development Period, and thereafter by the Association or as approved by the Architectural Control Committee. Furthermore, notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences,

structures, or other improvements shall be erected between (i) any landscape easement or landscape maintenance easement and (ii) any perimeter roadway, public highway or right-of-way along the perimeter or boundary of the Property, except by the Declarant during the Development Period and thereafter by the Association or as approved by the Architectural Control Committee.

(C) Tree Preservation Easements. Any strips of ground shown or designated on the Plat as tree preservation easement or tree conservation area are hereby reserved unto Declarant, during the Development Period, and, thereafter, unto the Association, for the purposes of preserving existing trees and underbrush. No trees or underbrush shall be removed from the tree preservation easement areas except (i) where drainage, utilities, streets and other infrastructure is required to be installed as approved by all applicable government agencies or utility service providers, (ii) where multi-use or mulch paths are designated, (iii) for trees that are dead or dying due to storm damage, disease or other natural causes, and (iv) where approved by the municipality.

(D) Pedestrian Access Easements. There are areas of ground designated on a Plat as Mulch Path or Multi-Use Path which are created for the use and enjoyment of the Owners and their family members and their guests.

(E) Easement Work. Notwithstanding any architectural approval under Article VII below, during the course of any maintenance, service, repair or work upon any easement, the Declarant, the Association, any private utility, any public utility, and any governmental entity shall have the right and the authority, without any obligation, liability or obligation of replacement, whatsoever to any Owner, to remove, damage, or destroy any fence or other structure or landscaping built, erected, maintained or planted in any easement described in Section 4.1 (A) above.

Section 4.2 General Drainage, Utility, Sewer and other Development Easements. The following rights reserved in this Section 4.2 shall not be exercised, after the conveyance of any Lot, in a manner that (i) unreasonably and adversely affects any Residence or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section 4.2 shall run with the land, and Declarant's right to further alter or grant easements shall automatically terminate and pass to the Association upon the expiration of any Development Period.

(A) General Easement. Declarant hereby reserves unto itself during the Development Period, and thereafter unto the Association and any public or private utility, a general easement ("General Drainage, Utility and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area and any Lot, so as to permit the installation and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sewer, television (including but not limited to cable and/or satellite) transmission facilities, security systems and other utility services (including all necessary lines, pipes, wires, cables, ducts, antennae and other equipment and facilities) to serve any Residence. Any General Drainage, Utility and Sewer Easement include all areas of the Property

outside any Residence. By virtue hereof, Declarant reserves the right to install a Pond(s) on any Common Area. The rights hereunder and easements hereby reserved survive the conveyance, by the Declarant to the Association, of any Common Area. This easement shall be in addition to any easement identified upon a Plat as a drainage, sewer, utility, cable, landscape, sign, transmission, flowage or similar type easement.

(B) Pond Easement. Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement (“Pond Easement”) and right-of-way in and to any Wet Pond Areas or areas now or hereafter shown on the Plat as a “Proposed Wet Pond” or “Common Area” or “Wet Pond” or “Pond” any other Common Area within the Property used as a water retention or detention area, or on which a Pond now exists or is later constructed, for the purpose of fulfilling any maintenance obligations set forth in this Declaration and establishing and maintaining proper surface water drainage throughout the Property, including dewatering or aquatic maintenance, and an easement of ingress and egress through so much of the remainder of the Property as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, which such actions shall include the construction, repair and maintenance of retention and detention ponds or Ponds in accordance with all Applicable Laws.

(C) Sign and Facility Easement. Declarant reserves unto itself during the Development Period, and thereafter unto the Association, a general sign and facilities easement (“Sign and Facilities Easement”) giving it the right to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs advertising and/or identifying the Property or the Lots therein, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property (except upon any Lot after the first conveyance thereof). Any such signs and other improvements shall comply with any Applicable Laws and all such signs and other improvements shall be maintained by the Association as a part of its Common Area maintenance obligations.

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

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

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

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

(E) The title of (i) the Declarant or the Association to the Common Area owned during the Development Period and (ii) any Owner of any Lot, shall be subject to the rights and easements reserved herein.

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

## ARTICLE V

### **ADDITIONAL PROVISIONS RESPECTING SANITARY SEWER UTILITY**

Section 5.1 Easements. Sanitary sewer utility easements allow for the construction, extension, operation, inspection, maintenance, reconstruction, and removal of sanitary sewer facilities and also give utility companies, whether public or private, as well as any governmental authorities, the right of ingress/egress.

Section 5.2 Trees. No trees shall be planted directly over building sewers or laterals. Any landscaping placed within easements or right-of-ways may be removed, damaged, or destroyed by the applicable utilities without any obligation of repair or replacement.

Section 5.3 Other Obstructions. No mounding, lighting, fencing, signs, retaining walls, landscaping walls, entrance walls, irrigation lines, or other improvements shall be placed within ten (10) feet of the center of the sanitary sewer infrastructure. Any of these which are placed within easements or right-of-ways may be removed by the applicable utilities without any obligation of repair or replacement.

Section 5.4 Discharge. The discharge of clear water sources, including, but not limited to, foundation drains, sump pumps, and roof drains into the sanitary sewers is prohibited.

Section 5.5 Grade Changes. Grade changes across sanitary sewer facilities must be approved in writing by the applicable utilities, and must comply with Applicable Laws.

## ARTICLE VI



## **COVENANTS AND RESTRICTIONS**

**Section 6.1 Land Use.** Lots may be used only for single-family residential purposes and only one Residence, not to exceed the maximum height permitted by and measured pursuant to the Applicable Laws, may be constructed thereon. No portion of any Lot may be sold or subdivided such that there will be thereby a greater number of Residences, located in any particular platted area, than the number of Lots depicted on the Plat of such area. Notwithstanding any provision in the Official Zoning Ordinances to the contrary, no Lot may be used for any “Special Use” that is not clearly incidental and necessary to single family dwellings.

**Section 6.2 Lot Improvements.** No Lot Improvement of any type or kind, except minor vegetative landscaping, shall be constructed or placed on any Lot without the prior approval of the Architectural Control Committee and, when necessary, the approval of the Town of McCordsville. In addition, all Lot Improvements must comply with all municipal codes and easement restrictions. The Architectural Control Committee’s determination may be obtained only after the Owner of the Lot requesting authorization from the Architectural Control Committee has made written application to the Committee. Such written application shall include: (i) a completed Architectural Approval Request Form; (ii) a copy of the Plot Plan or Surveyor Location Report prepared for the Lot by a professional Engineer or Land Surveyor depicting the location of the proposed improvement; (iii) any combination of representative pictures, digital renderings, architectural drawings, or scaled sketches sufficient enough to articulate the intent of the proposed improvement(s); and (iv) any other clarifying document that may be required by the Architectural Control Committee. Notwithstanding anything to the contrary in the foregoing, upon receipt of any written application which is in form and content acceptable to the Architectural Control Committee in the Architectural Control Committee’s sole and absolute discretion, the Architectural Control Committee may pre-approve a Builder’s plans and specifications for the original construction of a Residence and, in the event of such pre-approval, the Builder shall then be authorized to construct the pre-approved Residence on different Lots without further approvals from the Architectural Control Committee. While not strictly required, it is the Architectural Control Committee’s preference that all approval requests be submitted digitally and in PDF format. An approval shall neither be considered obtained nor binding without a signature of one of the Architectural Control Committee members. If an approval is not received within thirty (30) days after submission, the request shall be considered DENIED. Prior to installation of approved improvements, it will be each Owner’s responsibility to verify the boundaries of their Lot by obtaining a staked survey. It will also be each Owner’s responsibility to verify where easements may encumber their Lot (while identified on the Plot Plan, a governing agency will often physically locate their easement on a Lot if requested) and obtain any necessary permissions or permits to encroach upon such easements regardless of the Association approving improvements that may be located there. Furthermore, the Association will not be responsible for any encroachments that may be committed by an Owner or Person acting on behalf of an Owner.

**Section 6.3 Address Identification.** The numbers representing the address of each Residence will be of a uniform appearance and will be displayed in a uniform location and manner, as determined by the Architectural Control Committee.

Section 6.4 Lighting. In the Declarant's sole discretion, street lights may be installed by Declarant in the utility easements on Lots, in the Common Areas, and in public rights-of-way. During the Development Period, and in the Declarant's sole discretion, street lights may be operated and maintained by the Association.

Section 6.5 Temporary Structures. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a dwelling or Residence, temporary or permanent, nor may any structure of a temporary character be used as a dwelling or Residence. No temporary structure, trailer, or other outbuilding shall be placed or erected on any Lot, except by Declarant or a Builder. Any such temporary structure, trailer, garage, or other outbuilding shall be removed immediately upon completion of the primary Residence.

Section 6.6 Driveways, Walkways, Steps and Ramps. All driveways in the Property shall be concrete in material. Exterior walks, steps and ramps must be masonry, stone pavers or poured concrete.

Section 6.7 Water Systems. Each Owner shall connect to the water main maintained by a private or public water utility to provide water for domestic use on the Lot and shall pay all connection, or other charges lawfully established with respect to connections thereto.

Section 6.8 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 downstream 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 municipality or local governmental board having jurisdiction, "Drainage Easements" shall exist in drainage swales and 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. The elevation of a Lot shall not be changed so as to materially affect the surface elevation or grade of surrounding Lots. Perimeter foundation drains and sump pump drains shall be connected whenever feasible into a subsurface drainage tile. Down spouts and drains shall be designed to disperse runoff for overland flow to street or swale collection systems. 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.

Section 6.9 Signs. Except for such signs as Declarant or Builder may in its sole discretion display in connection with the identification of development of the Property and the sale of Lots therein, no sign of any kind shall be displayed to the public view of any Lot except that one (1) sign of not more than four (4) square feet may be displayed by an Owner at any time for the purpose of advertising a Lot or Residence thereon for sale.

Section 6.10 Fencing. This Section 6.10 is applicable to all Lots except those Lots which are used for a sales office or model home by the Declarant or a Builder. No fence, wall, hedge, or shrub planting shall be permitted between the front property line and the front building set back line except where such planting is part of Residence landscaping approved by the Architectural

Control Committee. Trees shall not be deemed “shrubs” unless planted in such a manner as to constitute a “hedge”. In addition to the aforementioned the fencing standards shall be:

(A) No fences or screening of any kind shall be erected or maintained on any Lot without the prior written consent of the Architectural Control Committee. Application for approval, must contain a copy of the plot plan for the Lot designating the exact location of the fence. The application must designate the material and height of the fence. Fence construction shall be comprised of black-coated chain link or black wrought iron or other similar appearing material, such as extruded aluminum or composite material. The decision of the Architectural Control Committee to approve or reject a fence shall be conclusive. Nothing herein contained herein shall prevent placement of fences by the Association or Declarant on the Common Properties.

(B) Except as approved by the Architectural Control Committee as provided in subsection (A) above, all fences shall adhere to the following standards and requirements.

(1) No front yard fences shall be permitted.

(2) Maximum height of 60" for rear yard fences.

(3) Rear yard fencing shall be full perimeter and no fencing shall be erected or maintained on any Lot between the rear of the Dwelling Unit constructed upon such Lot and the street upon which such Lot fronts. Fencing must start at the rear corners of the residence constructed. Fencing must be within four inches (4") of the Lot lines and Lot comers. Except as required or permitted pursuant to Applicable Laws, codes, ordinances, or any final recorded subdivision plat of the Property, no “double fences” shall be permitted (i.e., only one line of fence shall be permitted at any intersection of two lots). With respect to corner lots, fencing along the side of the rear yard facing the street shall not be placed any nearer to said street than four inches (4") of the building line limit established by the subdivision plat. Lots may have exceptions at the sole discretion of the Architectural Control Committee.

(4) The Architectural Control Committee, in their sole discretion, may, but shall not be obligated to, require that all Lots be professionally surveyed to assure proper fence locations prior to installation thereof.

(5) The Architectural Control Committee may allow a variance from these fence requirements for swimming pool and patio privacy fencing as necessary in the Architectural Control Committee’s discretion to comply with laws and code and to prevent hardship.

(6) All installations must comply with applicable local zoning requirements and building codes.

Section 6.11 Nuisances. If the Board determines that a noxious or offensive activity is carried on upon any Lot that the Board deems to be an unreasonable annoyance or nuisance to any other Owners, then the Owner of the Lot causing the annoyance or nuisance shall immediately discontinue such noxious or offensive activity. Nothing which could cause embarrassment, discomfort, annoyance or nuisance to the occupants of other Lots in the Property or which result in a cancellation of any insurance for any portion of the Property, or which would be in violation of any law or governmental code or regulation shall be permitted anywhere in the Property. Excessive barking of dogs and/or vicious animals shall constitute a nuisance and such dogs may be ordered by the Board to be removed from the property.

Section 6.12 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 approved sanitary containers out of public view from the street and out of view of neighbors (either within the garage or behind a Committee-approved fence or screen as may be further defined in the Guidelines), except for a period of time not more than 24 hours prior to, and 12 hours after the removal thereof, when it may be placed at the curb of the Lot. All equipment for storage or disposal of such materials shall be kept clean and sanitary.

Section 6.13 Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that two (2) dogs, cats or other domestic household pets traditionally kept in residences may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Any such permitted pet shall not be permitted to roam at large within the community and shall be confined to the Owner's Lot. The Owners of such permitted pets shall keep them in accordance with all municipal codes and ordinances. No dangerous or potentially dangerous pets, such as exotic animals (large wild cats, wolves, alligators, snakes which are poisonous or longer than two feet, poisonous spiders, and so on) shall be permitted to exist in a Residence or on a Lot without the unanimous consent of the Board of Directors; provided, however, that the decision of the Board of Directors to permit such animal or animals may be overturned by a majority vote of the members of the Association at any meeting. No pet shall be allowed to spend the night outside the dwelling unit on a Lot.

Section 6.14 Outside Burning. No trash, leaves, or other materials shall be burned upon a Lot unless it is in compliance with all Applicable Laws for outside burning.

Section 6.15 Antennae Systems. To the extent not inconsistent with federal law, exterior television and other antennae, including satellite dishes greater than two (2) feet in diameter, are prohibited, unless approved in writing by the Architectural Control Committee. The Architectural Control Committee may adopt rules for the installation of antennae and/or satellite systems, which rules shall require that antennae and satellite dishes be placed as inconspicuously as possible from public view from the street. It is the intent of this provision that the Architectural Control Committee shall be able to strictly regulate exterior antennae and satellite dishes to the fullest extent of the law and should any regulations adopted herein or by the Architectural Control Committee conflict with federal law, such rules as do not conflict with federal law shall remain in full force and effect.

Section 6.16 Exterior Lights. Except on Lots on which there is maintained a sales office or model home by the Declarant or a Builder, no permanent 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.

Section 6.17 Common Areas Entrances, Street Signs, and Landscape Easements. None of the following shall be installed or constructed without prior written approval thereof by the Architectural Control Committee: (i) any landscaping, fences, structures, lighting, walking trails, sidewalks, or other improvements located in any Common Area, landscape maintenance access easement, landscape easement or sign easement, (ii) any entrance monument or signage identifying the Property or any section thereof, and (iii) street signage.

Section 6.18 Association's Right to Perform Certain Maintenance. In the event that the Owner of any Lot shall fail to maintain his or her Lot and any improvements situated thereon in accordance with the provisions of this Declaration, the Association shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The Owner hereby grants to Association the right to enter upon Owner's property to perform said repair or act. The corresponding costs incurred by the Association shall be assessed to the Owner and shall constitute a lien on such Owner's Lot. The Owner of such Lot shall reimburse the Association within thirty (30) days of the date on which the Owner is invoiced by the Association. The Association shall have the right to collect any amounts due and owing under this Section 6.18 in the same manner as assessments are collected per the terms of Article XI below, together with reasonable attorney's fees and costs of collection. Neither the Association nor any of its agents, employees, or contractors shall be liable for any trespass or damage that may result from any maintenance work performed hereunder.

Section 6.19 Awnings. Except on Lots on which there is maintained a sales office or model home by the Declarant or a Builder, or as approved by the Architectural Control Committee, no metal, wood, fabric, fiberglass or similar type material awnings or patio covers are permitted anywhere on the Property.

Section 6.20 Diligence in Construction. Subject to inclement weather, every Residence shall be completed within fifteen (15) months after the commencement of the construction thereof. For cause shown, this fifteen (15) month period may be extended by the Architectural Control Committee. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months after the time of such destruction or damage or, if approval of the applicable casualty insurance is pending, then within three (3) months after such approval is forthcoming.

Section 6.21 HVAC Units. No heat pumps, air conditioning units or gas meters shall be installed in the front of the Residence. Window units are prohibited.

Section 6.22 Mailboxes. All mailboxes and posts must be approved by the Architectural Control Committee and shall be uniform as to size, location, post, design, height, material,

composition and colors. The Builder shall install the initial mailbox for each Lot, meeting the above criteria, at the Lot Owner's expense. The Owner shall, at the Owner's expense, maintain, repair, replace and paint said mailbox and post in conformance with all other mailboxes.

Section 6.23 Maintenance of Lots and Improvements. Each Owner shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically, such Owner shall:

- (A) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds. Additionally, all Lots shall be free of weeds and properly irrigated in order to maintain a good and healthy appearance;
- (B) Remove all debris or rubbish from the Lot;
- (C) Prevent the existence of any other condition that tends to detract from or diminish the aesthetic appearance of the Property;
- (D) Cut down and remove dead trees from the Lot; and,
- (E) Within sixty (60) days following completion of a Residence, or an alternative date approved by the Architectural Control Committee in writing, or unless delayed by adverse weather conditions, the Owner shall landscape the Lot in accordance with the provisions set forth in this Declaration, in the Architectural Guidelines and in the Owner's Lot development plan approved by the Architectural Control Committee.

Section 6.24 Clothes Lines. No clotheslines may be erected on any Lot.

Section 6.25 No Accessory Buildings. Any and all forms of outbuildings, including but not limited to, sheds, mini-barns, storage sheds, and dog houses, are prohibited, unless the same are necessary or incident to the Declarant's, Builder's or Association's business or activities upon the Property and provided the structures are removed by the Declarant or Builder when the Lot is sold.

Section 6.26 Play Equipment. Children's play equipment such as sandboxes, temporary swimming pools without pump and filter equipment having a depth of eighteen (18) inches or less, and swing and slide sets shall not require approval by the Architectural Control Committee, provided that (i) such play equipment is not more than eight (8) feet high (to the highest point of the structure) and is properly painted and maintained by the Owner in good repair, (ii) such equipment is located in the rear yard of the Lot between the parallel lines defined by extending the side lines of the residence into the rear yard of the Lot, (iii) swing and slide sets are constructed of wood, and (iv) no more than two (2) items of children's play equipment may be placed on a Lot. Metal play equipment of any size must be approved by the Architectural Control Committee. Prior approval by the Architectural Control Committee of the design, location, color, material and use of any equipment greater than eight (8) feet in height shall be required. Trampolines are prohibited.

Section 6.27 Plumbing. All plumbing vent stacks are to be located on the rear of the Residence unless an alternative location is approved by the Architectural Control Committee.

Section 6.28 Sump Pump Discharges. All maintenance and repair of all sump pump discharge lines shall be the responsibility of each Lot Owner.

Section 6.29 Swimming Pools and Hot Tubs. Only permanent, in-ground, professionally constructed pools, which are approved by the Architectural Control Committee, shall be permitted upon a Lot. All submittals to the Architectural Control Committee shall include landscape plans. All backyard pools shall be oriented to minimize the potential effect on neighboring Lots, shall be enclosed by a fence which obstructs unauthorized access or shall have an automatic pool cover, and shall comply with all other Applicable Laws. All fencing shall conform to county or municipal regulations and shall be of harmonious design and subject to Architectural Control Committee approvals. Hot Tubs must be approved by the Architectural Control Committee.

Section 6.30 Tennis Courts, Racquetball Courts, Paddleball Courts and so on. Tennis courts, racquetball courts, paddle ball courts, basketball courts, squash courts, and other recreational facilities or sporting facilities are not permitted. Basketball goals require prior Architectural Control Committee approval and must be permanent and have clear fiberglass or glass backboards supported by black posts. No basketball goal or backboard shall be permitted to hang from or be affixed to the Residence or garage or be installed by a street. Temporary or portable basketball goals and courts are not permitted.

Section 6.31 Vents. All metal and PVC roof or range vents shall be painted to blend with roof color and shall not be visible from the front elevation.

Section 6.32 Windows, Doors. Storm doors must be painted to match or compliment the exterior of the Residence, and must be approved by the Architectural Control Committee. No unfinished aluminum doors or windows are allowed. All curtains, blinds or other window coverings shall be tasteful and commensurate with the architecture, design and appearance of Residences on the Property.

Section 6.33 Street Signs. Decorative street signs that do not conform to applicable municipal standards may be installed by Declarant in the Declarant's sole discretion. Such decorative street signs, if any, shall be maintained by the Association, and shall be repaired or replaced by the Association, if damaged, in accordance with Applicable Laws.

Section 6.34 Fuel Tanks. All above or below ground storage tanks, with the exception of small gas storage tanks used solely in connection with gas grills for the purpose of grilling or cooking food, are prohibited.

Section 6.35 Garbage and Other Refuse. No Lot Owner in the Property shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse, including compost, on such Owner's Lot.

Section 6.36 Home Occupations. No Lot or Lots shall be used by an Owner, other than a Builder or Declarant, for any purpose other than as a single-family residence. The foregoing notwithstanding, the Declarant and Builders shall be permitted to operate sales and construction trailers, model homes, and sales offices.

Section 6.37 Open Drainage Ditches and Swales. The following shall apply to open ditches and swales (ditches) along dedicated roadways or within rights of way or established drainage easements:

(A) Drainage swales (ditches) along dedicated roadways or within rights-of-way or established drainage easements, shall not be altered, dug out, filled in, tiled, or otherwise changed, without the written permission of the appropriate jurisdictional agency and the Association. Owners must maintain these swales as grass ways or other non-eroding surfaces. Any damage to swales or drainage structures must be repaired or replaced by the Owner causing such damages.

(B) Any Owner or Builder altering, changing, or damaging such drainage swales or ditches shall be responsible for such action. The appropriate jurisdictional agency, the Declarant or the Association may cause said repairs to be accomplished and the invoice for such repairs shall be sent to the responsible Owners for immediate payment. If immediate payment is not received by the Association, the amount owed, together with reasonable attorney's fees, shall be a lien on the subject Lot and the Association shall have all the rights and remedies to collect any outstanding amounts as outlined hereafter in Article XI of this Declaration.

Section 6.38 Roofing Materials. The roofing materials on all Residences shall be dimensional shingles of a quality, style, color and composition acceptable to the Architectural Control Committee.

Section 6.39 Solar Panels. Solar panels shall not be permitted on any Residence unless the solar panel is approved in advance and in writing by the Architectural Control Committee. The Architectural Control Committee, in reviewing a request for a solar panel, shall consider landscaping, location, size, aesthetics, and the visibility of the solar panel.

Section 6.40 Parking of Vehicles. Commercial vehicles and trucks are prohibited, unless such commercial vehicles or trucks are kept in the garage and completely out of view. No trucks one (1) ton or larger in size, unlicensed vehicles, RVs, campers, trailers, motor homes, fuel tanks, boats, boat trailers, snowmobiles, wave runners, junk or inoperable vehicles, or similar vehicles shall be parked or stored on any street or Lot in the Property except within a closed garage. No vehicle shall be regularly parked upon unpaved areas. At no time shall any vehicle be parked in such a way as to block pedestrian access along the public sidewalk adjacent to the street, or prevent mail delivery, or prevent access to any driveway. Each Owner shall be responsible for his or her own vehicles as well as those vehicles belonging to the Owner's guests. Recreational vehicles shall be kept in the garage, residence or storage shed, except while in use.



Section 6.41 Wells. Water wells must be approved by the Architectural Control Committee and may be used only for irrigating lawns and landscaping. Water wells may be drilled on Lots and Common Areas so long as the water from such wells will not discolor sidewalks or concrete and, in the event of such discoloration, the responsible Owner shall be liable and responsible for all clean-up costs. All wells must comply with all Applicable Laws. All well equipment, tanks, pumps and other related infrastructure shall be underground. Well heads shall not be located in front yards or side yards, and shall be properly screened and landscaped.

Section 6.42 Occupancy or Residential Use of Partially Completed Residence Prohibited. No Residence constructed on any Lot shall be occupied or used for residential purposes or human habitation until a certificate of occupancy therefore has been issued.

Section 6.43 Sidewalks. Each Builder or Owner, at their expense, shall be responsible for installing sidewalks along and within the segment of the Street adjacent to their Lot.

Section 6.44 Construction and Landscaping; Time Requirements; Divestiture; Penalties. All construction upon, landscaping of, and other improvements to a Lot shall be completed strictly in accordance with a Lot development plan approved by the Architectural Control Committee. All landscaping specified on the landscaping plan approved by the Committee shall be installed on the Lot strictly in accordance with such approved plan within sixty (60) days following substantial completion of the Residence, unless delayed due to adverse weather conditions.

Section 6.45 Septic Systems. No septic tank, absorption field, or any other on-site sewage disposal system shall be installed or maintained on any Lot.

Section 6.46 Electric Bug Killers. Electric Bug Killers, “zappers”, and other similar devices shall be prohibited.

Section 6.47 Garage and Yard Sales; Holiday Lights. There shall be no more than two (2) garage or yard sales held by the Owner or residents of any Lot during any twelve (12) month period, unless sanctioned by the Association. Christmas lights and other holiday or occasion-themed decorations may be erected no sooner than five (5) weeks prior to, and removed not later than two (2) weeks after, such holiday or occasion.

Section 6.48 Gardens. Vegetable, wild flower, and other gardens may be located only in the rear yard of a Lot and may not exceed one hundred (100) square feet in size. Vegetation within the garden area may not exceed three feet (3’) in height.

Section 6.49 Window Coverings. All interior window coverings shall be specifically designed as window treatments, including but not limited to: blinds, shutters, or drapes. No sheets, towels, paper or other similar items, not expressly designed as window treatments, shall be used to cover a window.

Section 6.50 Motor Vehicle Repair. The repair or alteration of motor vehicles shall not be permitted on any Lot, unless located entirely within a garage.

Section 6.51 Pond and Pond Area(s). Except as otherwise provided, no individual using a Pond, if any, has the right to cross another Lot or trespass upon shoreline not within a Common Area owned by the Association, subject to the rights of the Declarant, the Association, their employees, heirs, successors and assigns as set forth in the Declaration. No one shall do or permit any action or activity which could result in pollution of any Pond, diversion of water, elevation of any Pond level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper Pond management, except as provided in this Declaration. A Pond may not be used for swimming, ice skating, boating, or for any other purpose, except for drainage of the Property Ponds and Pond Areas, and the reference throughout this Declaration to Ponds and Pond Areas is made in order to address Ponds and Pond Areas, if any, which now exist or are later constructed upon the Property. The installation on the Property of any Pond or Pond Area shall be Declarant's responsibility, as required under Applicable Laws and/or the Plat. Only the Declarant and the Association shall have the right to store items or develop recreational facilities upon any Common Area including, without limitation, Common Areas on which a Pond exists.

Section 6.52 Additional Architectural Requirements. Additional architectural requirements are contained in the Official Zoning Ordinance adopted by the Town of McCordsville on September 11, 2018, designating the Property as zoned to the PUD designation, as it may be amended from time, and are incorporated herein as if set forth herein. Further architectural requirements will be contained in Weaver's Landing Architectural Guidelines, once adopted by the Architectural Control Committee.

## ARTICLE VII

### ARCHITECTURAL CONTROL COMMITTEE

Section 7.1 Approvals. Approvals, determinations, permissions, or consents required herein shall be deemed given only if they are given in writing and signed by an authorized member of the Declarant with respect to approvals to be obtained from the Declarant, by an officer of the Association with respect to approvals to be obtained from the Association, or by a member of the Architectural Control Committee with respect to approvals to be obtained from the Architectural Control Committee. The Architectural Control Committee has promulgated written architectural and design standards ("Architectural Guidelines") which shall be binding upon the Owners and may be amended from time to time by the Architectural Control Committee in its sole discretion. Copies of the Architectural Guidelines shall be made available to all Owners.

Section 7.2 Architectural Control Committee. An Architectural Control Committee, composed of at least two (2) members, shall exist and shall be appointed by the Declarant until the end of the Development Period, and appointed by the Board of Directors thereafter. Such members shall be subject to removal by the Declarant at any time, with or without cause, until the end of the Development Period, and subject to removal by the Board of Directors at any time, with or without cause, thereafter. Any vacancies from time to time shall be filled by appointment by the Declarant until the end of the Development Period, and by appointment by the Board of Directors thereafter.

Section 7.3 Duties of Architectural Control Committee. The Architectural Control Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information has been submitted to the Architectural Control Committee. The Architectural Control Committee, for its permanent files, shall retain one copy of submitted material. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, the requesting applicant may re-apply with changes. If, however, approval has not been received by the applicant in writing within thirty (30) days, then said request shall be deemed denied.

Section 7.4 Exercise of Discretion. Declarant intends that the members of the Architectural Control Committee shall exercise discretion in the performance of their duties consistent with the provisions of this Declaration, and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members of the Architectural Control Committee. In any judicial proceeding challenging a determination by the Architectural Control Committee and in any action initiated to enforce this Declaration in which an abuse of discretion by the Architectural Control Committee is raised as defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Architectural Control Committee, could only conclude that such determination constituted an abuse of discretion.

Section 7.5 Inspection. The Architectural Control Committee may enter upon an Owner's Lot to inspect work being performed or upon completion of the work performed without the Owner's permission to verify compliance with the Declaration.

Section 7.6 Liability of Architectural Control Committee, Declarant and Association. Neither the Architectural Control Committee or Board nor any agent thereof, nor the Declarant, Builder, or the Association shall be liable in any way for any costs, fees, damages, delays, or any charges or liability whatsoever relating to the approval or disapproval of any plans submitted to it, nor shall the Architectural Control Committee, Declarant or Association be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto. Further, the Architectural Control Committee, Declarant and Association make no representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, whether the improvements result in any encroachments, the compliance of proposed plans with Applicable Laws, or the materials to be used. All parties should seek professional construction advice, engineering, and inspections of each Lot prior to purchasing the Lot, commencing original construction on said Lot or installing any fences, landscaping, additions, remodeling or other improvements on said Lot.

Section 7.7 Power of Disapproval. The Architectural Control Committee may refuse to grant permission to construct, place or make the requested improvement with or without cause. By way of example only, common grounds for denial include, but are not limited to, a deficiency in or absence of the following:

- (A) The required plans, specifications or plot plan showing where the improvement is to be located; and

(B) The consistency of the design, color scheme, and square footage of a proposed improvement with the general surroundings of the Lot or with adjacent buildings or structures.

Section 7.8 Power to Grant Variances. The Architectural Control Committee may allow reasonable variances or adjustments of this Declaration where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of this Declaration, no variance or adjustment shall be granted which is materially detrimental or injurious to other Lots, and any such variance granted shall not be considered as precedent setting.

Section 7.9 Statement of Purposes and Powers. Subject to this Declaration and the restrictions contained herein, the Architectural Control Committee shall regulate the external design, appearance, use, location and maintenance of lands and improvements thereon in such a manner as to preserve and enhance values and maintain a harmonious relationship among structures and the natural vegetation and topography.

## ARTICLE VIII

### CONTIGUOUS LOTS

Section 8.1 Rules Governing Building on Contiguous Lots Having One Owner. Whenever two or more contiguous Lots shall be owned by the same Person, and such Owner shall desire to use two or more of said Lots as a site for one, single Residence, such Owner must apply in writing to the Architectural Control Committee for permission to so use said Lots. If permission for such a use shall be granted, the Lots constituting the site for such one, single Residence shall be treated as a single Lot for the purpose of applying this Declaration to said Lots, so long as the Lots remain improved with only one, single Residence; provided, however, that with respect to the combined Lots, the Owner of the combined Lots shall be obligated to pay Annual Assessments, Working Capital Assessments, Pool and Amenity Center Capital Contributions (as defined herein and as applicable), and Special Assessments for each originally platted Lot constituting the combined Lots, and such Annual Assessments, Working Capital Assessments, Pool and Amenity Center Capital Contribution (as applicable), and Special Assessments shall be a lien on the combined Lots, all per the terms and conditions of Article XI below. In addition, the Owner must obtain all requisite and necessary permits and approvals required pursuant to Applicable Laws.

## ARTICLE IX

### USE AND OWNERSHIP OF COMMON AREA

Section 9.1 Ownership. A license, upon such terms, conditions, rules and regulations as the Board of Directors shall from time to time promulgate, for the use and enjoyment of the Common Areas, is hereby granted to the Owners and their family, guests, tenants or contract purchasers. Every Owner shall have a nonexclusive right and easement of enjoyment in common

with all other Owners, in and to the Common Areas, which nonexclusive right and easement of enjoyment shall be appurtenant to and pass with the title to every Lot. However, the Board of Directors may revoke the right to use the Common Areas in the event an Owner violates any terms of this Declaration, the By-Laws, the Rules and Regulations, or Architectural Guidelines.

Section 9.2 Use. All Common Areas shall be used for such purposes deemed appropriate by the Declarant until the end of the Development Period and following the end of the Development Period, all Common Areas shall be used for such purposes as deemed appropriate by the Association.

Section 9.3 Non-dedication. Neither the Declarant's execution nor recording of the Plats nor the doing of any other act by the Declarant is, or is intended to become or shall be construed as, a dedication to the public of any Common Area.

## ARTICLE X

### WEAVER'S LANDING HOMEOWNERS ASSOCIATION, INC.

Section 10.1 Association Duties. The duties of the Association shall include the following: (i) the promotion of the recreation, health, safety, and welfare of the residents in the Property, (ii) the maintenance and repair of the Common Areas including, but not limited to, any and all lighting, landscaping, swimming pool, pool house, and sidewalks located thereon, (iii) the maintenance and repair of any and all entrance monuments, water features, signage, wanderways and multi-use paths within the association's boundaries, and the landscaping surrounding such entrances monuments and signage, (iv) maintenance and repair of all street signage, street lighting, and all improvements and landscaping existing in any landscape maintenance access easement and any sign landscape easement, (v) contracting for snow removal of the streets as determined by the Board, and (vi) the performance of any other obligations and duties of the Association specified in this Declaration. The foregoing provisions of this Section 10.1 notwithstanding, an Owner shall be responsible and liable for any damage to any Common Areas or improvements thereon caused by such Owner or such Owner's agent, contractor, or guest, and the costs of repair or replacement necessitated by such damage shall be immediately paid by the Owner to the Association and may be assessed as a Violation Assessment and enforced per the terms of Article XI below.

Section 10.2 Board of Directors. Prior to the end of the Development Period, members of the Board of Directors shall be appointed by the Declarant, vacancies in the Board of Directors shall be filled by the Declarant, and members of the Board of Directors may be removed and replaced by the Declarant, at any time and for any reason. After the end of the Development Period, the Owners shall elect a Board of Directors as prescribed by the Association's Articles of Incorporation, and the Association's Bylaws. The Board of Directors shall manage the affairs of the Association. After the end of the Development Period, Directors must be members in good standing of the Association.

Section 10.3 Classes of Membership and Voting Rights. The Association shall have the following two classes of voting membership:

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

(B) Class B. The Class B member shall be the Declarant. At all times prior to expiration of the Class B Membership, as provided below in this Section 10.3 (B), the Class B member shall have the same number of votes at any meeting in which votes are to be taken as is held collectively by all Class A members, plus one hundred (100) additional votes. The Class B Membership shall terminate and be converted to Class A Membership and the Development Period shall expire upon the happening of the earlier of the following:

(i) When the Class B member no longer owns any portion of the Property or the Additional Real Estate; or

(ii) December 31, 2050; or

(iii) When, in its sole discretion, the Declarant expressly specifically terminates and waives in writing its right to Class B Membership. The Declarant reserves the right to assign some of its rights and obligations under this Declaration without terminating the Development Period and without terminating or waiving its right to Class B Membership.

Section 10.4 Membership. Initially, the person(s) who serve as incorporator(s) of the Association shall be member(s) of the Association (the "Initial Member(s)"). The Initial Member(s) shall remain member(s) of the Association until the Association's Articles of Incorporation are accepted by the Indiana Secretary of State, at which time the Initial Member(s) shall cease to be member(s) unless they also qualify as Class A or Class B members. Every Owner of a Lot shall be a member of the Association. Apart from the Initial member(s), a membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 10.5 Professional Management. No contract or agreement for professional management of the Association, nor any other contract to which the Association is a party, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days or less.

## ARTICLE XI

### ASSESSMENTS

Section 11.1 Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot, except the Declarant or a Builder, by acceptance of a deed therefore for any portion of the Property, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following (collectively the “Assessments”):

- (A) Annual Assessments (hereafter defined);
- (B) Working Capital Assessment (hereafter defined);
- (C) Pool and Amenity Center Capital Contribution (hereinafter defined and as applicable);
- (D) Special Assessments (hereafter defined); and
- (E) Violation Assessments (hereafter defined)

Section 11.2 Annual Budget. By majority vote of the Board of Directors, the Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for the allocation of expenses in such a manner that the obligations imposed by the Declaration (the “Annual Budget”).

Section 11.3 Annual Assessment.

(A) Amount and Due Dates. The “Annual Assessment” provided for herein shall be per calendar year, shall commence for each Lot on the date of closing of the sale of such Lot to an Owner other than the Declarant or a Builder. The Annual Assessment, commencing during the calendar year in which the first Lot is conveyed to an Owner other than the Declarant or a Builder, shall be Six Hundred and 00/100 dollars (\$600.00), or the then prevailing amount of the Annual Assessment, per Lot, per year and shall be pro-rated to year-end. The Board of Directors shall fix any increase in the amount of the Annual Assessment at least thirty (30) days in advance of the effective date of such increase. Unless pro-rated as set forth above for the first Annual Assessment due with respect to the sale of a Lot to an Owner other than the Declarant or a Builder, the due date for Annual Assessments shall be the 1<sup>st</sup> of the first month for each calendar year, and such Assessment shall be subject to collection fees, administrative fees, interest and late charges beginning on the 31<sup>st</sup> of first month of each calendar year.

(B) Purpose of Assessments. The Annual Assessment levied by the Association shall be used in the reasonable discretion of the Board of Directors to fulfill the duties and obligations of the Association specified in this Declaration including, without limitation, (i) the obligation to maintain and repair all Common Areas and all improvements located therein, (ii) the establishment of a reserve fund for replacement, to be separately maintained in an FDIC insured account with a financial institution, to fund significant capital expenditures, maintenance, repair and replacement of all Common Areas, including, without limitation, all water features, landscaping, signs, lighting and other improvements within the Common Areas, (iii) to pay insurance premiums for liability insurance, property insurance insuring the improvements in the Common Area, and for any other insurance applicable to the Association deemed necessary by the Board of Directors, and (iv) the costs of professional management to manage the Association, if engaged.

(C) Method of Assessment. Prior to the end of the Development Period, the Board shall, by a vote of a majority of the Board without notice to or approval or a vote by the members of the Association, and on the basis specified above, fix the Annual Assessment for each assessment year of the Association at an amount sufficient to meet the Annual Budget. The Board shall establish the date(s) and frequencies the Annual Assessment shall become due, and the manner in which it shall be paid. As set forth above, the initial Annual Assessment shall be Six Hundred and 00/100 dollars (\$600.00) and the Annual Assessment may increase or decrease each year in order to satisfy the Annual Budget as determined by the Board of Directors in its sole discretion.

After the end of the Development Period, the Annual Budget must reflect the estimated revenues and expenses for the budget year, and the estimated surplus or deficit as of the end of the current budget year. The Association shall provide each Owner with: (1) a copy of the proposed Annual Budget; or (2) written notice that a copy of the proposed Annual Budget is available upon request at no charge to the Owner. At the same time, the Association shall provide each Owner with a written notice of the amount of any increase or decrease in the Annual Assessment paid by the Owners that would occur if the proposed Annual Budget is approved. After all of the foregoing take place, the Association shall hold a meeting pursuant to the following subparagraph (i) and (ii):

(i) After the end of the Development Period, and subject to subparagraph (ii) below, the Annual Budget must be approved at a meeting of the members of the Association by a majority of the members of the Association in attendance at a meeting called and conducted in accordance with the requirements of this Declaration, the Association's Articles of Incorporation and the Association's By-Laws. For purposes of this meeting, a member of the Association is considered to be in attendance at the meeting if such member attends: (1) in person; (2) by proxy; or (3) by any other means allowed under Indiana law or under this Declaration, the Association's Articles of Incorporation or the Association's Bylaws.

(ii) If the number of members of the Association in attendance at the meeting held under subparagraph (i) above does not constitute a quorum as defined in the Association's By-Laws, the Board may adopt an Annual Budget for the Association for the ensuing year in an amount that does not exceed one hundred ten percent (110%) of the amount of the last approved annual budget last approved by the Association.

Section 11.4 Working Capital Assessment; Pool and Amenity Center Capital Contribution.

(A) Working Capital Assessment. At the closing of every transfer of title, other than the Declarant or a Builder, the purchaser of such Lot and/or Residence shall pay to the Association, in addition to any other amounts then owed or due to the Association, as a contribution to its working capital, a "Working Capital Assessment" in an amount of



Two Hundred Fifty dollars (\$250.00) against such Lot, which payment shall be non-refundable and shall not be considered as an advance payment of any Assessment or other charge owed the Association with respect to such Lot. Such working capital shall be held and used by the Association for payment of, or reimbursement to Declarant for advances made to pay, expenses of the Association for its early period of operation, to enable the Association to have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary by the Board.

(B) Pool and Amenity Center Capital Contribution. As of the date set forth on page 1 of this Declaration, Declarant, as seller, is under contract with D.R. Horton – Indiana, LLC, a Delaware limited liability company, d/b/a Westport Homes (“Westport”), as buyer, to sell all of the Lots within the Property (specifically including the Real Estate and Additional Real Estate) to Westport (such purchase contract being referred to herein as the “Westport Contract”). Pursuant to the Westport Contract, Westport is obligated, at Westport’s cost and expense, to build and construct the pool and amenity center for the Property (specifically including the Real Estate and the Additional Real Estate), benefiting the Owners and the Lots therein (“Pool and Amenity Center”). It is hereby acknowledged and agreed that, for purposes of this Declaration, Westport is a “Builder”. Provided that Westport owns or at one time owned at least one (1) Lot within the Property (specifically including the Real Estate and the Additional Real Estate), in the event that Declarant sells any Lot within the Real Estate or Additional Real Estate (or any un-platted portion thereof that becomes a Lot) to any Person that is not Westport or an affiliated entity of Westport (a “Third Party Buyer”), then, at the closing of every transfer of title to a Third Party Buyer, the Third Party Buyer for each such Lot and/or Residence shall pay to the Association, in addition to any other amounts then owed or due to the Association, as a contribution to Westport’s construction of the Pool and Amenity Center, the amount of the actual cost to construct the Pool and Amenity Center (as agreed upon by Westport and Declarant) multiplied by a fraction, the numerator of which is the number of Lots purchased by such Third Party Buyer, the denominator of which is the total number of Lots in the Property (including specifically the Real Estate and the Additional Real Estate) (such amount paid by a Third Party Buyer being the “Pool and Amenity Center Capital Contribution”). For the avoidance of doubt, a Builder other than Westport or its affiliates would be a Third Party Buyer. All Pool and Amenity Center Capital Contributions shall be received by the Association and paid to Westport for reimbursement of Westport’s construction of the Pool and Amenity Center, which indebtedness by the Association to Westport for construction by Westport of the Pool and Amenity Center is evidenced by that certain promissory note executed by the Association in favor of Westport. Notwithstanding the foregoing, or anything to the contrary contained in this Declaration, the term “Declarant” as used in this Section 11.4(B) shall refer only to Weaver’s Landing Partners, LLC, an Indiana limited liability company, notwithstanding any assignment of Declarant’s rights and obligations under this Declaration.

Section 11.5 Special Assessment. In addition to such other Special Assessments as may be authorized herein, the Board of Directors may levy in any year a “Special Assessment(s)” for the purpose of enforcing these covenants and restrictions, for legal expenses, for collection expenses, for the costs of undertaking other activity that is the responsibility of an Owner

hereunder but which such Owner has not undertaken as required hereunder, for defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain and for operating deficits which the Association may from time to time incur.

Section 11.6 Violation Assessment. In addition to all other Assessments authorized herein, the Board of Directors may levy a “Violation Assessment” to an Owner, for damages if any portion of the Common Area that the Association is obligated to maintain, repair and/or replace is damaged due to the willful or negligent act or omission of such Owner or Owner's guest, invitee, tenant or contract purchaser. In the event of such damage, the Board shall have the right to undertake the necessary maintenance, repair or replacement. The choice between repair or replacement is in the sole discretion of the Board.

Section 11.7 Basis for Assessment.

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

(B) Lots Owned by Declarant or Builder. The Declarant or Builder shall not be required to pay any Annual Assessments, Working Capital Assessments, Pool and Amenity Center Capital Contributions (provided, however, that if a Builder is a Third Party Buyer, then such Builder/Third Party Buyer shall be obligated to pay any Pool and Amenity Center Capital Contribution pursuant to the terms of Section 11.4(B)), or Special Assessments, so long as any Residence constructed upon a Lot by Declarant or Builder has not been either conveyed to an Owner intending to occupy or rent said Residence as a residence.

Section 11.8 Notice and Due Date. Written notice of Special Assessments and such other Assessment notices as the Board of Directors shall deem appropriate shall be delivered to every Owner subject to such Assessment. The due dates for all Assessments shall be established by the Board of Directors.

Section 11.9 Assessment Liens. All Assessments, together with interest thereon, attorney's fees, and other costs of collection permitted by this Declaration to be collected, shall be a charge on the land and shall be a continuing lien, until paid in full, upon the Lot against which each Assessment is made. Each Assessment, together with interest thereon and costs of collection thereof, including reasonable attorney fees, shall also be the personal obligation of the Owner of the Lot at the time when the Assessment became due.

Section 11.10 Failure of Owner to Pay Assessments. No Owner, by waiver of the use or enjoyment of the Common Areas, or by abandonment of the Residence belonging to such Owner, may exempt himself or herself from paying Annual Assessments, Working Capital Assessments, Pool and Amenity Center Capital Contributions (as applicable), Special Assessments, or Violation Assessments, or from contributing toward the expenses of administration or maintenance and repair of the Common Areas, or from any other expense lawfully agreed upon. Each Owner

shall be personally liable for the payment of all Annual Assessments, Working Capital Assessments, Pool and Amenity Center Capital Contributions (as applicable), Special Assessments, Violation Assessments and all other charges applicable to such Owner and such Owner's Lot. Where the Owner constitutes more than one Person, the liability of such Persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Annual Assessments, Working Capital Assessments, Pool and Amenity Center Capital Contributions (as applicable), Special Assessments, or Violation Assessments when due, the lien for such Assessment on the Owner's Residence may be foreclosed by the Association in the same manner as mortgages are foreclosed in the State of Indiana or as otherwise specified under the Applicable Laws. Upon the failure of an Owner to make payments of any Annual Assessments, Working Capital Assessments, Pool and Amenity Center Capital Contributions (as applicable), Special Assessments, or Violation Assessments within ten (10) days after such are due, the Board of Directors, in its sole discretion and regardless of whether litigation is commenced, may:

- (1) impose a uniform late charge, which will be considered an addition to the Assessment, in an amount to be determined by the Board of Directors of up to twenty-five percent (25%) of the amount of the Assessment;
- (2) accelerate the entire balance of the unpaid Assessments for the remainder of the fiscal year and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary;
- (3) require that, in addition to the delinquent Assessment and any applicable late charges and interest, the Owner of the respective Residence also pay (i) any attorney's fees incurred incident to the collection of the delinquent Assessment and (ii) collection costs incurred by the Association to the managing agent for processing delinquent Owners' accounts;
- (4) suspend such Owner's right to use the Common Areas as provided in the Indiana Nonprofit Association Act of 1991, as amended;
- (5) suspend such Owner's right to vote without notice, if such Owner is more than six (6) months delinquent; and/or
- (6) deny such Owner the right to serve in any official capacity for the Association, including the right to be an officer or serve on the board of directors.

In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Residence shall be jointly and severally liable to the Association for the reasonable rental for such Residence and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Residence and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to any unpaid Annual Assessments, Working Capital Assessments, Pool and Amenity Center Capital Contributions (as applicable), Special Assessments, or Violation Assessments. The Board of Directors may, at its option, bring a suit to recover a money judgment for any unpaid Annual Assessments, Working Capital Assessments, Pool and Amenity Center Capital Contribution (as applicable), Special Assessments, or Violation

Assessments without foreclosing or waiving the lien securing the same. In any action to recover an Annual Assessment, Working Capital Assessment, Pool and Amenity Center Capital Contribution (as applicable), Special Assessment, and Violation Assessment, whether by foreclosure or otherwise, the Board of Directors, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to collection costs incurred by the Association to the managing agent for processing delinquent Owners' accounts and reasonable attorney's fees, from the Owner of the respective Residence.

Section 11.11 Certificates. The Association shall, upon reasonable request by an Owner, at any time, furnish a letter in writing signed by an officer of the Association, indicating the accounting status of Assessments on a Lot, and showing the balance due the Association, if any.

Section 11.12 Subordination of the Lien to Mortgages. The sale or transfer of any Lot shall not affect the lien of Assessments levied under this Article XI; provided, however, (i) that the lien of the Assessments provided for herein against a Lot shall be subordinate to the lien of any recorded, first mortgage covering such Lot and (ii) that the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding or deed in lieu thereof, while not relieving the Owner at the time the Assessment was due of personal liability therefore, shall extinguish the lien of such Assessments which became due or are attributable to the period of time prior to such sale or transfer. No such sale or transfer, however, shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

## **ARTICLE XII**

### **REMEDIES**

Section 12.1 Delay or Failure to Enforce. No delay or failure on the part of the Declarant, the Association, an Owner or any aggrieved party to invoke any available remedy with respect to a violation of any one or more of covenants, conditions, and restrictions in this Declaration shall be held to be a waiver by that party or an estoppel of that party of any right available to such party upon the occurrence, reoccurrence or continuation of such violation or violations of this Declaration.

Section 12.2 In General. The Association, the Declarant and/or any Owner, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, or to compel compliance with these restrictions and covenants, and shall be entitled to recover costs of collection and reasonable attorney's fees; however, neither the Declarant, nor the Association, shall be liable for damages of any kind to any person for failing either to abide by, enforce, or carry out any terms, conditions, or restrictions contained in this Declaration.

## **ARTICLE XIII**

### **EFFECT ON BECOMING AN OWNER**

Section 13.1 Acceptance of Covenants. The Owner(s) of any Lot subject to this Declaration, by acceptance of a deed conveying title thereto, or by virtue of the execution of a contract for the purchase thereof, whether from Declarant, a Builder, or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every covenant, condition, and restriction contained in this Declaration. By acceptance of such deed or execution of such contract, each Owner acknowledges the rights and powers of the Declarant, the Architectural Control Committee, and the Association contained in this Declaration, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owner(s) covenant and agree and consent to and with the Declarant, the Architectural Control Committee, and the Association to keep, observe, comply with and perform such covenants, conditions, and restrictions contained in this Declaration.

Section 13.2 Notice to Lot Owners. Notices to be sent to Owners, whether required or not by the Declaration or By-Laws, such as notices of upcoming meetings, notices for violations of the Declaration, invoices for assessments, etc. shall be deemed appropriate and delivered if mailed by prepaid first class U.S. mail to the address of the Residence, unless the Owner has provided written notice to the Declarant or Association of an alternate mailing address or unless the mail sent to the address of the Residence is returned to the sender as undeliverable. Each Lot Owner shall have the duty to notify the Association in writing of his current mailing address for notice purposes and all notices duly mailed or delivered to that address shall be proper notice hereunder. The Association shall have no duty to send notice to any other address of a Lot Owner not provided in writing to the Association by the Lot Owner or to a Lot Owner whom the Association has no address.

## **ARTICLE XIV**

### **TITLES**

Section 14.1 The titles preceding the various Sections and paragraphs of this Declaration are for convenience of reference only and none of them shall be used as an aid to the construction of any provisions 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.

## **ARTICLE XV**

### **MISCELLANEOUS**

Section 15.1 Severability. Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

Section 15.2 Statute of Frauds. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against

perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George Herbert Walker Bush, former President of the United States of America.

Section 15.3 Duration. This Declaration and its covenants and restrictions are for the mutual benefit and protection of the present and future Owners, the Association, and Declarant, and shall run with the land and shall be binding on all parties and all Persons claiming under them until January 1, 2070, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed per the terms of Article XVII below.

Section 15.4 Rules and Regulations. The Board of Directors may from time to time promulgate rules and regulations concerning the use of individual Lots and the Common Areas owned by the Association. A majority of those Owners entitled to vote at a meeting called for the purpose may rescind or modify any rule or regulation adopted by the Board of Directors. Copies of all rules and regulations shall be made available by the Board to all Owners.

## ARTICLE XVI

### DECLARANT'S RIGHTS

Section 16.1 Any and all of the rights and obligations of the Declarant set forth in this Declaration may be transferred, in whole or in part, to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded with the Recorder of Hancock County, Indiana. Upon request by Builder and at such time Declarant no longer owns any portion of the Property, Declarant will transfer and assign its rights and obligations as Declarant to the Builder, providing Builder is current with its obligations to Declarant and to the association.

Section 16.2 Nothing in this Declaration shall be construed or applied in a manner that limits or restricts the Declarant or the Builder in the development of the Property or the construction of Residences within the Property. Therefore, notwithstanding anything in this Declaration to the contrary, the Declarant and Builder may maintain and carry out upon any portion of the Property, including any Common Area, Lot, and/or such facilities and activities as, in the opinion of the Declarant or Builder, may be reasonably required, convenient, or incidental to the development of the Property and the construction or sale of Residences including, without limitation, business offices, signs, model units, sales offices, and sales and construction trailers.

## ARTICLE XVII

### AMENDMENT TO THIS DECLARATION

Section 17.1 Except as expressly prohibited in this Declaration, this Declaration may be amended or modified from time to time and at any time by an instrument recorded in the Office of

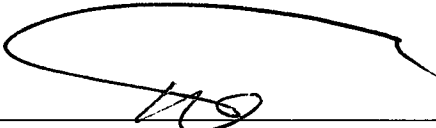
the Recorder of Hancock County, Indiana, approved and signed by at least sixty-seven percent (67%) of the then Owners; provided, however, that so long as the Declarant owns one (1) or more Lots and not more than seven (7) years have passed since the date of recording of this Declaration, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. Until the end of the Development Period, this Declaration may also be amended unilaterally, from time to time and at any time, without notice or vote, by Declarant in the Declarant's sole discretion.

(signature page follows)

IN TESTIMONY WHEREOF, witness the signature of the Declarant of this Declaration as of the date first above written.

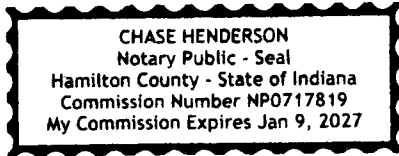
**DECLARANT:**

**WEAVER'S LANDING PARTNERS, LLC**, an Indiana limited liability company

By:   
Mark Todd Roberts, Member

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF Marion        )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Mark Todd Roberts, Member of Weaver's Landing Partners, LLC who executed the foregoing Declaration for and on behalf of said this 6th day of December, 2019.



Chase Henderson  
Notary Public

Pursuant to IC 36-2-11-15(b)(2), 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. *Taylor Hackett.*

This Instrument Prepared by: Taylor Hackett.



## EXHIBIT "A"

### The Real Estate – Legal Description

#### Parcel I:

That portion of the South Half of the South Half of the Northwest Quarter of Section 35, Township 17 North, Range 5 East of the Second Principal Meridian in Hancock County, Indiana, being described as follows:

Commencing at a boat spike found marking the southwest corner of said Northwest Quarter; thence North 00 degrees 10 minutes 21 seconds East along the west line thereof 166.00 feet to the northwest corner of the land of Maxwell Klapak as described in Instrument Number 201702494 in the Office of the Recorder of said county and the POINT OF BEGINNING; thence continue North 00 degrees 10 minutes 21 seconds East along said west line 489.42 feet to the northwest corner of the South Half of the South Half of said Northwest Quarter; thence North 89 degrees 11 minutes 40 seconds East along the north line thereof 1380.42 feet; thence South 23 degrees 21 minutes 48 seconds West 134.12 feet; thence South 22 degrees 28 minutes 54 seconds West 57.65 feet; thence South 11 degrees 29 minutes 27 seconds West 77.69 feet; thence North 89 degrees 11 minutes 26 seconds East 85.40 feet; thence South 00 degrees 48 minutes 34 seconds East 130.00 feet; thence North 89 degrees 11 minutes 26 seconds East 18.55 feet; thence South 00 degrees 48 minutes 34 seconds East 274.00 feet to the south line of said Northwest Quarter; thence South 89 degrees 11 minutes 26 seconds West along said south line 1138.90 feet to the southeast corner of said land of Klapak; thence North 00 degrees 10 minutes 21 seconds East along the east line of said land 166.00 feet; thence South 89 degrees 11 minutes 26 seconds West along the north line of said land 262.44 feet to the POINT OF BEGINNING, containing 19.577 acres, more or less.

#### Parcel II:

That portion of the North Half of the South Half of the Northwest Quarter of Section 35, Township 17 North, Range 5 East of the Second Principal Meridian in Hancock County, Indiana, being described as follows:

Commencing at a boat spike found marking the southwest corner of said Northwest Quarter; thence North 00 degrees 10 minutes 21 seconds East along the west line thereof 915.42 feet to the northwest corner of the land of Robert Scott as described in Instrument Number 130013978 in the Office of the Recorder of said county and the POINT OF BEGINNING; thence continue North 00 degrees 10 minutes 21 seconds East along said west line 395.52 feet to the southwest corner of Austin Trace, Section 2 as per plat thereof recorded as Instrument Number 010000799 in said county records, also being the northwest corner of said South Half of the Northwest Quarter; thence North 89 degrees 12 minutes 37 seconds East along the north line thereof 1470.41 feet; thence South 00 degrees 47 minutes 23 seconds East 184.00 feet; thence South 89 degrees 12 minutes 37 seconds West 5.00 feet; thence South 00 degrees 47 minutes 23 seconds East 136.65 feet; thence South 03 degrees 35 minutes 37 seconds West 72.51 feet; thence South 10 degrees 22 minutes 57 seconds West 72.51 feet; thence South 16 degrees 32 minutes 07 seconds West 70.86 feet; thence

South 23 degrees 21 minutes 48 seconds West 135.16 feet to the south line of the North Half of the South Half of said Northwest Quarter; thence South 89 degrees 11 minutes 40 seconds West along said south line 1151.76 feet; thence North 00 degrees 10 minutes 21 seconds East parallel with the west line of said Northwest Quarter 260.00 feet to a point on the easterly extension of the north line of said land of Scott; thence South 89 degrees 11 minutes 40 seconds West along the north line thereof and said extension 228.66 feet to the POINT OF BEGINNING, containing 20.517 acres, more or less.

## EXHIBIT "B"

### The Additional Real Estate – Legal Description

#### PARCEL I:

The North Half of the South Half of the Northwest Quarter of Section 35, Township 17 North, Range 5 East in Hancock County, Indiana, containing 40 acres, more or less.

#### EXCEPTING THEREFROM:

That part of the above described property by Warranty Deed, recorded November 6, 1956, as Instrument Number 6290, at Deed Record 121, page 579, in the Office of the Recorder of Hancock County, Indiana, described as follows:

Part of the North Half of the South Half of the Northwest Quarter of Section 35, Township 17, Range 5 in Hancock County, Indiana, described as follows:

Beginning at the Southwest Corner of the North Half of the South Half of the Northwest Quarter of Section 35, Township 17, Range 5; thence running North along and upon the West line of said Section, a distance of 260 feet to a point; thence East and parallel with the North line of said Section, a distance of 200 feet to a point; thence South and parallel with the West line of said Section a distance of 260 feet to a point; thence West and parallel with the North line of said Section, a distance of 200 feet to the place of beginning, containing 1.194 acres, more or less.

#### ALSO EXCEPTING THEREFROM:

That portion of the North half of the South half of the Northwest quarter of Section 35, Township 17 North, Range 5 East of the Second Principal Meridian in Hancock County, Indiana, being described as follows;

Commencing at a boat spike found marking the southwest corner of said Northwest Quarter; thence North 00 degrees 10 minutes 21 seconds East along the west line thereof 655.42 feet to the southwest corner of the land of Robert Scott as described in Instrument number 130013978 in the Office of the Recorder of said county; thence North 89 degrees 11 minutes 40 seconds East along the south line thereof 200.00 feet to the southeast corner of said land and the POINT OF BEGINNING; thence continue North 89 degrees 11 minutes 40 seconds East 28.66 feet; thence North 00 degrees 10 minutes 21 seconds East parallel with said west line 260.00 feet to a point on the easterly extension of the north line of said land of Scott; thence South 89 degrees 11 minutes 40 seconds West along said extension 28.66 feet to the northeast corner of said land of Scott; thence South 00 degrees 10 minutes 21 seconds West along the east line thereof 260.00 feet to the POINT OF BEGINNING, containing 0.171 acres, more or less.

#### ALSO EXCEPTING THEREFROM:

That portion of the North Half of the South Half of the Northwest Quarter of Section 35, Township 17 North, Range 5 East of the Second Principal Meridian in Hancock County, Indiana, being described as follows:

Commencing at a boat spike found marking the southwest corner of said Northwest Quarter; thence North 00 degrees 10 minutes 21 seconds East along the west line thereof 915.42 feet to the northwest corner of the land of Robert Scott as described in Instrument Number 130013978 in the Office of the Recorder of said county and the POINT OF BEGINNING; thence continue North 00 degrees 10 minutes 21 seconds East along said west line 395.52 feet to the southwest corner of Austin Trace, Section 2 as per plat thereof recorded as Instrument Number 010000799 in said county records, also being the northwest corner of said South Half of the Northwest Quarter; thence North 89 degrees 12 minutes 37 seconds East along the north line thereof 1470.41 feet; thence South 00 degrees 47 minutes 23 seconds East 184.00 feet; thence South 89 degrees 12 minutes 37 seconds West 5.00 feet; thence South 00 degrees 47 minutes 23 seconds East 136.65 feet; thence South 03 degrees 35 minutes 37 seconds West 72.51 feet; thence South 10 degrees 22 minutes 57 seconds West 72.51 feet; thence South 16 degrees 32 minutes 07 seconds West 70.86 feet; thence South 23 degrees 21 minutes 48 seconds West 135.16 feet to the south line of the North Half of the South Half of said Northwest Quarter; thence South 89 degrees 11 minutes 40 seconds West along said south line 1151.76 feet; thence North 00 degrees 10 minutes 21 seconds East parallel with the west line of said Northwest Quarter 260.00 feet to a point on the easterly extension of the north line of said land of Scott; thence South 89 degrees 11 minutes 40 seconds West along the north line thereof and said extension 228.66 feet to the POINT OF BEGINNING, containing 20.517 acres, more or less.

PARCEL II:

The South Half of the South Half of the Northwest Quarter of Section 35 Township 17 North, Range 5 East, Hancock County, Indiana, containing 40 acres, more or less.  
EXCEPTING THEREFROM:

That part of the above described property conveyed by Warranty Deed, recorded August 25, 2004, as Instrument Number 040012833, in the Office of the Recorder of Hancock County, Indiana, described as follows:

Part of the Northwest Quarter of Section 35, Township 17 North, Range 5 East, In Hancock County, Indiana, described as follows:

Beginning at a Boat spike found at the Southwest Corner of the said Northwest Quarter; thence North 00 degrees 10 minutes 21 seconds East (assumed bearing) along the West line thereof a distance of 166.00 feet to a mag nail; thence North 89 degrees 11 minutes 26 seconds East parallel with the South line of said Quarter Section a distance of 262.44 feet to a five eighths (5/8) inch rebar with cap marked C2LS firm Number 35; thence South 00 degrees 10 minutes 21 seconds West parallel with the said West line a distance of 166.00 feet to a mag nail on the said South line, thence South 89 degrees 11 minutes 26 seconds West along the said South line thereof a distance of 262.44 feet to the Point of Beginning, containing 1.00 acre, more or less.

ALSO EXCEPTING THEREFROM:

## END OF DOCUMENT

That portion of the South Half of the South Half of the Northwest Quarter of Section 35, Township 17 North, Range 5 East of the Second Principal Meridian in Hancock County, Indiana, being described as follows:

Commencing at a boat spike found marking the southwest corner of said Northwest Quarter; thence North 00 degrees 10 minutes 21 seconds East along the west line thereof 166.00 feet to the northwest corner of the land of Maxwell Klapak as described in Instrument Number 201702494 in the Office of the Recorder of said county and the POINT OF BEGINNING; thence continue North 00 degrees 10 minutes 21 seconds East along said west line 489.42 feet to the northwest corner of the South Half of the South Half of said Northwest Quarter; thence North 89 degrees 11 minutes 40 seconds East along the north line thereof 1380.42 feet; thence South 23 degrees 21 minutes 48 seconds West 134.12 feet; thence South 22 degrees 28 minutes 54 seconds West 57.65 feet; thence South 11 degrees 29 minutes 27 seconds West 77.69 feet; thence North 89 degrees 11 minutes 26 seconds East 85.40 feet; thence South 00 degrees 48 minutes 34 seconds East 130.00 feet; thence North 89 degrees 11 minutes 26 seconds East 18.55 feet; thence South 00 degrees 48 minutes 34 seconds East 274.00 feet to the south line of said Northwest Quarter; thence South 89 degrees 11 minutes 26 seconds West along said south line 1138.90 feet to the southeast corner of said land of Klapak; thence North 00 degrees 10 minutes 21 seconds East along the east line of said land 166.00 feet; thence South 89 degrees 11 minutes 26 seconds West along the north line of said land 262.44 feet to the POINT OF BEGINNING, containing 19.577 acres, more or less.

Cross-Reference Instrument Number: 201913693

**ASSIGNMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEAVER'S LANDING**

This Assignment of Declaration of Covenants, Conditions and Restrictions of Weaver's Landing (this "Assignment"), is entered into and made effective as of December 19, 2019 (the "Effective Date"), by and between **WEAVER'S LANDING PARTNERS, LLC**, an Indiana limited liability company ("Assignor"), and **D.R. HORTON – INDIANA, LLC**, a Delaware limited liability company, d/b/a **WESTPORT HOMES** ("Assignee").

**RECITALS:**

WHEREAS, Assignor, as "Declarant", executed that certain Declaration of Covenants, Conditions and Restrictions of Weaver's Landing, dated as of December 6, 2019, and recorded in the Hancock County Recorder's Office on December 6, 2019, as Instrument Number 201913693 ("Declaration");

WHEREAS, pursuant to the Declaration, Assignor created a planned residential community to be known as "Weaver's Landing" with open spaces, streets, roads, and other common ground and facilities;

WHEREAS, Assignor desires to assign its rights as "Declarant" under the Declaration to Assignee, subject to the terms of this Assignment; and

WHEREAS, Assignee desires to accept Assignor's rights as "Declarant" under the Declaration, subject to the terms of this Assignment.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the promises and the conditions contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals; Capitalized Terms. The Recitals, as set forth above, are hereby incorporated by this reference and made a part hereof. Unless otherwise defined in this Assignment, all capitalized terms used in this Assignment shall have the meanings ascribed to such terms in the Declaration.

2. Assignment. Effective as of the Effective Date, Assignor hereby assigns to Assignee all of Assignor's rights, duties and obligations under the Declaration as "Declarant", and Assignee hereby accepts and assumes all of Assignor's rights, duties and obligations under

the Declaration as “Declarant”, including, without limitation, Declarant’s right to control the Association and appoint the Board of Directors for the Association.

3. Limitation on Assignment. Notwithstanding anything in this Assignment to the contrary: (i) the obligations of Declarant set forth in Section 3.1 of the Declaration shall not be assigned to Assignee pursuant to this Assignment such that upon the acquisition of the Additional Real Estate by Assignor, or its assignee outside of this Assignment, the Additional Real Estate shall be deemed to be part of the Property and subject to the terms, provisions, and obligations of the Declaration as more fully set forth in Section 3.1 of the Declaration; provided that Assignee shall be “Declarant” with respect to such Additional Real Estate upon the Additional Real Estate being acquired by Assignor (or its assignee outside of this Assignment) and added to the Property pursuant to Section 3.1 of the Declaration; and (ii) any reference to “Declarant” in Section 11.4(B) of the Declaration shall refer only to Assignor (Weaver’s Landing Partners, LLC, an Indiana limited liability company).

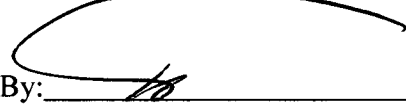
4. Counterparts. This Assignment may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

**WEAVER'S LANDING PARTNERS, LLC, an Indiana limited liability company**

By: 

Printed: Mark Todd Roberts

Title: Partner

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF Marion        )

Before me, a Notary Public in and for said County and State, personally appeared Mark Todd Roberts, Member of Weaver's Landing Partners, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing instrument for and on behalf of said company.

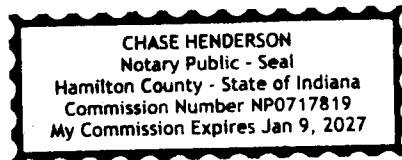
Witness my hand and Notarial Seal this 11th day of December, 2019.

My Commission Expires:  
1/9/2027

My County of Residence:  
Hamilton

Chase Henderson  
Signature of Notary Public

Chase Henderson  
Printed Name of Notary Public





**ASSIGNEE:**

**D.R. HORTON – INDIANA, LLC**, a Delaware limited liability company, d/b/a **WESTPORT HOMES**

By: **D.R. Horton, Inc. – Midwest**, a California corporation, its sole member

By: *Matthew*  
Name: *Matt Dunn*  
Its: *DIVISION President*

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MARION        )

Before me, a Notary Public in and for said County and State, personally appeared *Matthew*, the *Division President* of D.R. Horton, Inc. – Midwest, a California corporation, the sole member of D.R. Horton – Indiana, LLC, a Delaware limited liability company, d/b/a Westport Homes, who acknowledged the execution of the foregoing instrument for and on behalf of said company.

Witness my hand and Notarial Seal this *18<sup>th</sup>* day of December, 2019.

My Commission Expires:  
*08/24/2025*

My County of Residence:  
*Marion*

*Lisa Martinez Claghorn*  
Signature of Notary Public

*Lisa Martinez Claghorn*  
Printed Name of Notary Public



LISA MARTINEZ CLAGHORN  
Resident of Marion County, IN  
Commission Expires: August 24, 2025  
Commission # 704548

This instrument was prepared by Samuel E. Swafford, Esq., Faegre Baker Daniels LLP, 600 East 96th Street, Suite 600, Indianapolis, Indiana 46240.

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. Samuel E. Swafford, Esq.