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HENDRICKS COUNTY RECORDER
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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR**

WELLINGTON AT SARATOGA

PL7/30/IAB
2007-29623

THIS Declaration of Covenants, Conditions and Restrictions for Wellington at Saratoga ("Declaration") is made this 6th day of October 2007 by LARRY GOOD PATIO HOMES, LLC, an Indiana limited liability company ("Developer").

Recitals

1. Developer is the owner of the real estate located in Hendricks County, Indiana and being particularly described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate").
2. The Real Estate is a part of the overall tract of real property constituting the planned unit development commonly known as "Saratoga in the Town of Plainfield," and, in addition to this Declaration, is also subject to that certain Declaration of Easements, Covenants and Restrictions of Saratoga in the Town of Plainfield, recorded June 6, 1995 in Book 147, pages 667-702, in the office of the Recorder of Hendricks County, Indiana (the "Master Covenants").
3. Developer intends to subdivide the Real Estate into residential lots in order to create a residential community to be known as "Wellington at Saratoga," which community will consist of both detached and attached single family residences.
4. In connection with subdividing the Real Estate, Developer desires to subject the Real Estate to certain covenants, conditions and restrictions for the purpose of preserving and protecting the value and desirability of the Real Estate for the benefit of each owner of any part thereof.
5. Developer further desires to create an organization to which shall be assigned the responsibility for maintaining and administering the common areas and certain other areas of the Real Estate following subdivision thereof and of administering and enforcing the covenants and restrictions contained in this Declaration and the subdivision plat(s) of the Real Estate as heretofore or hereafter recorded in the office of the Recorder of Hendricks County, Indiana and of collecting and disbursing assessments and charges as herein provided.

NOW, THEREFORE, Developer hereby declares that the Real Estate is and shall be

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acquired, held, transferred, sold, hypothecated, leased, rented, improved, used and occupied subject to the following covenants, conditions and restrictions, each of which shall run with the land and shall be binding upon, and inure to the benefit of, Developer and any other person or entity hereafter acquiring or having any right, title or interest in or to the Real Estate or any part thereof, and their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

The following terms, when used in this Declaration with initial capital letters, shall have the following respective meanings:

- 1.1 "Adjoining Neighborhood Property" has the meaning set forth in section 3.1 of this Declaration.
- 1.2 "Applicable Date" means the date determined pursuant to section 5.3 of this Declaration.
- 1.3 "Association" means the Wellington at Saratoga Homeowners Association, Inc., or an organization of similar name, formed, or to be formed, as an Indiana not-for-profit corporation, and its successors and assigns.
- 1.4 "Architectural Review Committee" means the architectural review committee established pursuant to section 6.1 of this Declaration.
- 1.5 "Board of Directors" means the Board of Directors of the Association.
- 1.6 "By-Laws" means the By-Laws of the Association.
- 1.7 "Common Areas" means (i) all portions of the Real Estate shown on any plat of the Real Estate or any part thereof as a "Common Area" or which are otherwise not located in Lots and are not dedicated to the public; (ii) all facilities, structures, buildings, improvements and personal property owned or leased by the Association from time to time; and (iii) all other areas designated as "Common Area" in this Declaration.
- 1.8 "Common Expenses" means (i) expenses of administration of the Association; (ii) expenses of and in connection with the improvement, maintenance, repair or replacement of the Common Areas (including any improvements therein or thereon) and the performance of any other responsibilities and duties of the Association provided herein, including, without limitation, expenses in connection with the Association's maintenance of lawns or landscaping on Lots or of snow removal, if required by the Association, all in accordance with the provisions of this Declaration; (iii) assessments imposed by the Master Covenants with respect to the Real Estate, including, without limitation, "Neighborhood Assessments" as provided in Article VI of the Master Covenants; (iv) all expenses incurred to procure liability, hazard and any other insurance provided for herein; (v) all sums lawfully assessed against the Owners by the Association; and (vi) all

sums declared by this Declaration to be Common Expenses.

- 1.9 "Developer" means Larry Good Patio Homes, LLC, an Indiana limited liability company, and any successors or assigns whom it designates in one or more written recorded instruments to have the rights of Developer hereunder, including (but not limited to) any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Larry Good Patio Homes, LLC, its successors or assigns.
- 1.10 "Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the date Developer or its affiliates no longer own any Lot within the Real Estate, but in no event shall the Development Period extend beyond the date ten (10) years after the date this Declaration is recorded.
- 1.11 "Lake" means Red Bud Lake located along the western portion of the Real Estate and separating the Real Estate from West Bay at Saratoga to the west, as the same may be renamed or otherwise known from time to time in the future.
- 1.12 "Lake Lot" means and shall refer to each of Lots numbered 40 through 57, being the Lots that adjoin the Lake.
- 1.13 "Lot" means any parcel of land shown and identified as a lot on a Plat of any part of the Real Estate.
- 1.14 "Master Covenants" is defined in paragraph 2 of the Recitals to this Declaration.
- 1.15 "Mortgagee" means the holder of a duly recorded first mortgage lien on any Lot or Residence Unit.
- 1.16 "Non-Lake Lot" means any Lot that does not adjoin the Lake. Specifically, such term shall refer to Lots numbered 1 through 39, including each part of such Lots in the area of the Subdivision (hereinafter defined) in which attached Residence Units (hereinafter defined) are constructed.
- 1.17 "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding for all purposes those persons or entities having an interest merely as security for the performance of an obligation unless specifically indicated to the contrary in the applicable security instrument. The term Owner as used herein shall include Developer so long as Developer shall own any Lot; provided, however, that referring to Developer as an "Owner" shall not affect Developer's non-liability for assessments or other responsibilities from which Developer is relieved elsewhere in this Declaration.
- 1.18 "Plat" means a duly approved final plat of any part of the Real Estate as hereafter or heretofore recorded in the office of the Recorder of Hendricks County, Indiana.

- 1.19 "Pool" means the swimming pool that Developer intends to construct in the southern portion of the Subdivision (as hereinafter defined). The Pool, and all appurtenant facilities such as a hot tub, showers and bathrooms, if any, shall be part of the Common Areas. Developer will construct the Pool upon the sale of ten (10) Lots with homes or in 2010, whichever first occurs.
- 1.20 "Residence Unit," when used in connection with Lots developed for detached, single family dwellings, means the single family dwelling located on any such Lot. "Residence Unit," when used in connection with Lots developed for attached, "duplex" style dwellings, means one-half (1/2) of any such building generally designed for residential occupancy and constructed on any such Lot (including one-half (1/2) of the party wall separating such Residence Unit from the adjoining, attached Residence Unit contained within the same building), which attached units may be acquired, held, transferred, sold, hypothecated, leased, rented, improved, used and occupied as separate and distinct parcels of real property subject to the provisions of this Declaration.
- 1.21 "Subdivision" means the residential subdivision heretofore or hereafter created by the Developer on the Real Estate pursuant to the recording of a Plat and to be known as Wellington at Saratoga.
- 1.22 "Drainage Easement," "Utility Easement," "Lake Maintenance Easement," "Tree Preservation Easement" or any other designation of an "Easement," or any combination of the foregoing (for instance, "Drainage and Utility Easement") means those areas of ground so designated on a Plat of any part of the Real Estate.

ARTICLE II **APPLICABILITY**

All Owners, their tenants, contract purchasers, guests, invitees and mortgagees, and any other person using or occupying a Lot, Residence Unit or any other part of the Real Estate shall be subject to and shall observe and comply with the applicable covenants, conditions and restrictions set forth in this Declaration and any rules and regulations adopted or established as herein provided, as the same may be amended from time to time.

The Owner of any Residence Unit, (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the Developer or its affiliates, any builder or any other Owner of the Residence Unit, or (ii) by the act of occupancy of the Residence Unit, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the covenants, conditions and restrictions of this Declaration. By acceptance of a deed, execution of a contract or undertaking of such occupancy, each Owner covenants, for such Owner and such Owner's heirs, personal representatives, successors and assigns, with Developer and the other Owners from time to time, to keep, observe, comply with and perform the covenants, conditions and restrictions of this Declaration.

ARTICLE III
PROPERTY RIGHTS

3.1 Owners' Easement of Enjoyment of Common Areas. Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas. Such easement shall run with and be appurtenant to each Lot and related Residence Unit, subject to the following provisions:

- (i) Common Area C, located between Lot 48 and Lot 49, shall not be utilized by any Owner(s) for access to the Lake, other than the Owners of Lot 48 and Lot 49. Common Area C is intended to provide access to the Lake for maintenance purposes only.
- (ii) The right of the Developer (prior to conveyance of the Common Areas to the Association) to grant nonexclusive easements appurtenant to and for the benefit of other real estate in the vicinity of the Real Estate ("Adjoining Neighborhood Property") for the use and enjoyment of the Common Areas by the owners from time to time of all or any part of such Adjoining Neighborhood Property upon and subject to the terms and conditions of such grant, which terms and conditions shall include an obligation to contribute to the cost of the maintenance and repair of such Common Areas;
- (iii) The right of the Developer (prior to conveyance of the Common Areas to the Association) to grant easements in and to the Common Areas to any political subdivision or governmental authority or public utility company;
- (iv) The right of the Association (after conveyance of the Common Areas to the Association by Developer) to dedicate or transfer all or any part of the Common Areas to any political subdivision or governmental authority or public utility company for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer, upon approval of two-thirds (2/3) in the aggregate of both classes of members of the Association;
- (v) Any other easements declared, created, granted or reserved elsewhere in this Declaration, in the Master Covenants, or in any Plat of any part of the Real Estate; and
- (vi) The terms and provisions of this Declaration and the Master Covenants, as applicable.

Neither Developer nor the Association shall be responsible for any loss, damage or injury to property or injury or death to persons arising out of the use of the Common Areas and/or any equipment and facilities installed by Developer or the Association therein or thereon. The Common Areas, including the Lake and Pool areas, and all appurtenant equipment and facilities, shall be used at the sole risk of the user.

- 3.2 Permissive Use. Any Owner may permit his or her family members, guests, tenants or contract purchasers who reside in the Residence Unit to use his or her right of use and enjoyment of the Common Areas, subject to the terms of this Declaration and the Master Covenants, as well as any rules and regulations promulgated by the Developer or the Association from time to time.
- 3.3 Conveyance of Common Areas. Developer may at any time and from time to time convey all of its right, title and interest in and to any of the Common Areas to the Association by quitclaim deed, and such Common Areas so conveyed shall then be the property of the Association. The Association is required to accept any such deed of conveyance from Developer.
- 3.4 Easements for Inexactness of Construction. With regard to Lots developed for attached Dwelling Units, the boundary lines separating each such Lot shall be as shown on the Plat, and it is intended that the center of the party wall separating each such Residence Unit from the adjoining Residence Unit shall be physically located exactly on the center of the boundary line separating the two adjoining Lots upon which such attached Residence Units are constructed. However, in the event that, because of inexactness of staking or construction, settling or shifting during or after construction or any other reason, the center of any such party wall shall not coincide with the center of the associated boundary line, then a permanent easement shall exist on the Lot onto which the encroaching Residence Unit encroaches for the exclusive benefit of the Owner of the encroaching Residence Unit for purposes of occupancy, possession, maintenance, use and enjoyment, and such easement shall run with the land and shall be binding upon, and inure to the benefit of any person or entity then or thereafter acquiring or having any right, title or interest in or to the encumbered or benefited Lot or any part thereof, including, without limitation, Mortgagees. The portion of the encumbered Lot subjected to such an easement shall be limited to the exact area onto which the encroaching Residence Unit encroaches upon such Lot. This provision does not apply to Lots developed for detached single family Residence Units and in no way grants any easement to the Owner of a detached Residence Unit based upon the encroachment of such detached Residence Unit upon an adjoining Lot.
- 3.5 Easements for Association Maintenance. There shall exist on every Lot in the Subdivision a permanent easement benefiting the Association and its authorized representatives for the purpose of granting the Association and/or such representatives full right, power and authority to come onto such Lot at all reasonable times to perform the maintenance described in section 5.6 (ix) below.
- 3.6 Developer's Reserved Rights. Notwithstanding any provisions contained in this Declaration to the contrary, Developer hereby reserves the nonexclusive right, privilege and easement in, on, over, under and across the entirety of the Real Estate to tie into and/or otherwise connect to and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services, including (without limitation) cable television service and drainage lines and facilities constructed or installed in, on, under and/or over all or any portion of the Real

Estate.

- 3.7 Rules and Regulations. The Board of Directors may establish reasonable rules and regulations (not inconsistent with the provisions of this Declaration) concerning the use of the Common Areas and the facilities located thereon. Copies of the rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of any such rules and regulations. Such rules and regulations shall be binding upon the Owners, their family members, tenants, guests, invitees and agents until and unless such rules or regulations shall be specifically overruled, cancelled or modified by the Board of Directors or by the Association in a regular or special meeting by the vote of members holding a majority of the total votes of the Association.

ARTICLE IV
USE RESTRICTIONS

- 4.1 Use Restrictions Contained in Master Covenants. The Master Covenants contain restrictions on the use and ownership of Lots and other areas within the Subdivision, as well as the Lake. The covenants, conditions and restrictions contained in the Master Covenants are hereby incorporated by reference as though fully set forth herein.
- 4.2 Lake Use. Notwithstanding any provision(s) found elsewhere in this Declaration, the Owners of Non-Lake Lots shall be limited in their use of the Lake in accordance with Article III of the Master Covenants. Additionally, access to the Lake by Owners of Non-Lake Lots shall NOT be obtained via the private yards of Lake Lots. Lake Lot property lines in the Subdivision extend to the Lake; therefore, only the specific Owners of the various Lake Lots shall have the right to access the Lake from the private yards of such Lake Lots. In connection with the foregoing provision, any "Lake Access Easement(s)" located on individual Lake Lots and abutting the Lake shall be for maintenance purposes only and for the sole benefit of the individual(s) or entity(ies) responsible for maintenance of the Lake pursuant to the Master Covenants. Such "Lake Access Easement(s)" are not intended to benefit individual Owners in the Subdivision and shall not be utilized by Owners other than the Owner of the Lot on which a particular portion of a "Lake Access Easement" lies. Owners of Lake Lots may use the Lake in accordance with the provisions of the Master Covenants. In addition, Lake Lot Owners may utilize the Lake for boating purposes in accordance with the following terms and conditions, as stipulated by that certain letter, dated November 28, 2006, from the Saratoga Owners Association, Inc. to the Developer, a copy of which is attached to this Declaration as Exhibit "B":
- (i) Boating shall be limited to small, two-person paddle boats (no motor of any kind may be attached or used) of a particular model, design, color and manufacturer to be specified by the Developer as the one style/choice for paddle boats for use by Lake Lot Owners. In the event the particular style/choice of paddle boat chosen by the Developer later becomes obsolete, the Developer (prior to the Applicable Date, as defined in section 5.3 (i)) or

the Association (following the Applicable Date) shall specify the one particular style/choice of approved paddle boat for future paddle boats to be used on the Lake; provided that the chosen style/model shall conform as much as reasonably possible to the original style/model chosen;

- (ii) Boating may only occur during daylight hours;
- (iii) Boating may only occur between the dates of April 15 and October 31;
- (iv) Prior to being able to use an approved paddle boat on the Lake, the applicable Lake Lot Owner shall first install a ground level mooring improvement, being at least five (5) feet higher than the average Lake elevation, made of such materials, design and placement in the rear yard of the applicable Lake Lot as shall be specified and approved by the Architectural Review Committee for the Subdivision. Such mooring improvement shall be maintained by the applicable Owner in a good, workmanlike, attractive condition at all times. Such Owner's paddle boat shall, throughout the period of time during which boating is allowed on the Lake, be stored on (if the approved mooring improvement includes a platform) or attached to (if the approved mooring improvement does not include a platform) the mooring improvement; in such Owner's residence or garage; or off-site to the Subdivision. Paddle boats shall not be stored in any outdoor location on a Lot or any other outdoor location within the Subdivision, other than on or attached to (as applicable in accordance with the design of the mooring improvement) the mooring improvement located on such paddle boat Owner's Lake Lot, designed for such purpose and approved by the Subdivision's Architectural Review Committee;
- (v) During the time period that boating is not allowed (i.e. November 1 through April 14 of the following year) all paddle boats must be stored in the Owner's garage or residence, or at a location off-site to the Subdivision. At no time may a paddle boat be stored on an Owner's driveway, within a sideyard or in any other outdoor Lot location, regardless of such Owner's intent to cover or otherwise hide the appearance of the paddle boat;
- (vi) Any and all boating activities conducted on the Lake shall be at the sole and absolute risk of the applicable owner of the boat and the operator thereof. All boaters, by exercising the right to boat on the Lake, expressly agree to hold the Saratoga Owner's Association, the Developer, the Association and the Architectural Review Committee harmless from any and all claim, liability, cost, damage or expense arising from or in connection with such boating activity.

4.3 Use of Common Areas. Subject to sections 4.1 and 4.2 above, the Common Areas shall be used only for recreational purposes and other purposes permitted or sanctioned by the Association.

- 4.4 Lot Use. All Lots shall be used exclusively for residential purposes and for occupancy by a single family. No business building shall be erected on any Lot, and no trade or business of any kind may be conducted on any Lot. Nothing in this section shall be deemed to preclude an Owner from maintaining an office in his/her Residence Unit for use in connection with the conduct of his/her business, as long as members of the public are not invited to the office for business purposes, no sign is erected in connection therewith and no employees of the Owner's business use the Residence Unit for purposes related to the Owner's business.
- 4.5 Building Size. The ground floor area of any detached Residence Unit, exclusive of open porches, basements and garages, shall not be less than 1600 square feet. The ground floor area of any attached Residence Unit, exclusive of open porches, basements and garages, shall not be less than 1300 square feet.
- 4.6 Building Height: Roof Pitch. The maximum building height of any Residence Unit shall not exceed 35 feet. The building height of the Residence Unit for purposes of the foregoing restriction shall be the vertical distance measured from the highest point of the proposed finished grade at the perimeter of the Residence Unit to the highest point of the roof of the Residence Unit. All Residence Units shall have a minimum 8/12 roof pitch.
- 4.7 Building Placement. Building setback lines are established on the Plat(s) of the Real Estate. No building shall be erected or maintained between the established setback lines and the Lot lines of any Lot. With regard to Lots developed for detached Residence Units, no building shall be erected closer to the side of any Lot than 6 feet (unless a greater setback line is established on the Plat).
- 4.8 Mailboxes. The Architectural Review Committee will designate a standard mailbox and mailbox post design for all Lots. Each Owner of a Lot shall cause such standard mailbox and mailbox post to be installed and maintained at such Owner's expense.
- 4.9 Driveway Lighting. The Architectural Review Committee shall designate a standard driveway or coach light fixture for all Lots and may designate a standard location for such driveway or coach light fixtures. Each Owner of a Lot shall cause such standard driveway or coach light fixture to be installed and maintained at such Owner's expense. Driveway or coach light fixtures shall be on and illuminated from dusk to dawn, unless the Association shall provide otherwise by rule or regulation.
- 4.10 Driveways. All driveways shall be hard-surfaced with 100% concrete from the point of connection with the abutting street to the point of connection with the garage apron and shall be totally completed prior to occupancy of the Residence Unit to which such driveway appertains.
- 4.11 Swimming Pools. No above-ground swimming pools shall be permitted on any Lot, other than "baby" pools not exceeding 5 feet in diameter or 18 inches in height. All such "baby" pools shall be stored indoors when not in actual use. All "in-ground" pools shall

be approved by the Architectural Review Committee and shall be properly and completely fenced so as to provide for the safety of others in the Subdivision. Any such fence shall be first approved by the Architectural Review Committee as to design, height, color, etc. No hard pool cover, whether or not motorized, shall be deemed to meet the need for a "fence" pursuant to this section. For safety purposes, it is required that all approved pools shall be completely enclosed by vertical fencing approved by the Architectural Review Committee. The Architectural Review Committee may require a reasonable level of landscaping around the fenced perimeter of an approved pool, so as to soften the visual effect of the pool and/or required fence.

- 4.12 Garages and Accessory Structures. The garage of any detached Residence Unit shall be a minimum of 420 square feet. The garage of any attached Residence Unit shall be a minimum of 400 square feet. Notwithstanding any other provision in this Declaration or any conflict(s) between this provision and any other provision herein, no structures, including but not limited to detached storage structures such as minibarns or similar structures, shall be erected, placed or permitted to remain upon any Lot, except for a single-family Residence Unit.
- 4.13 Exterior Materials. The colors of exterior building materials used on the buildings on any Lot may be limited by the Architectural Review Committee to a certain color range or palette. Loud or garish colors of brick, trim, siding or roofing are prohibited. Exterior colors on existing structures, including the color of roofing/shingles, brick, soffit and siding, shall not be changed without the express, prior and written approval of the Architectural Review Committee.
- 4.14 Diligence in Construction. Every building, the construction or placement of which is begun on any Lot, shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement which has been partially or totally destroyed by fire or otherwise shall be allowed to remain in such state for more than forty-five (45) days from the time of such destruction or damage.
- 4.15 Maintenance of Lots and Improvements. The Owner of a Lot shall at all times maintain the Lot and the exterior of any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly. Specifically, such Owner shall:
- (i) Subject to the duties of the Association specified elsewhere in this Declaration, mow and water the grass on the Lot and provide fertilizer and weed control at such times as may be reasonably required in order to prevent the growth of weeds or other unsightly vegetation and to prevent the lawn on such Lot from becoming excessively dry or brown;
 - (ii) Remove all debris or rubbish from the Lot;
 - (iii) Cut down dead or diseased trees from the Lot;

- (iv) Keep the exterior of all improvements on the Lot in good repair and condition; and
- (v) Prevent the existence of any other condition on the Lot that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate.

In the event the Owner of any Lot fails to perform his maintenance obligations pursuant to this section, the Association shall have the right (but not the obligation), through its agents, employees and contractors, to perform such obligations at the Owner's expense. Any costs incurred by the Association shall constitute a special assessment against such Lot and the Owner thereof, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable to the Owner for any damage which may result from any work performed pursuant to this section.

- 4.16 Nuisances. No noxious or offensive activities shall be conducted on any Lot, nor shall anything be done on any Lot that shall become or be an unreasonable annoyance or nuisance to the Owner of any other Lot. Any violation of this paragraph constitutes a nuisance that may be abated by the Association in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees, shall constitute a special assessment against such Lot and the Owner thereof, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable to the Owner for any damage that may result from any work performed hereunder.
- 4.17 Occupancy of Partially Completed Residence Units Prohibited. No Residence Unit shall be occupied or used for residential purposes until it shall have been substantially completed. The determination of whether the Residence Unit shall have been substantially completed shall be made by the Architectural Review Committee, and such decision shall be binding on all parties.
- 4.18 Signs. No signs or advertisements shall be displayed or placed on any Lot without the express, prior and written approval of the Architectural Review Committee, other than signs provided by Developer or the Association and/or one (1) sign of not more than six (6) square feet for the purpose of advertising the Lot and/or Residence Unit thereon for sale.
- 4.19 Decorative Lawn Ornaments. Decorative lawn ornaments shall not be placed in the front or side yards of any Lot.
- 4.20 Play/Sports Equipment. All play or sports equipment, swings, or other play facilities are permitted only in the rear yard, provided that a glass basketball backboard (black pole/support) may be allowed along a driveway in the front or side yard. Exterior lighting of play or sports equipment/facilities is not permitted. No play or sports equipment may be placed at anytime in the sidewalk area or street.

- 4.21 Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that up to a total of three (3) normal, domestic household pets may be kept subject to reasonable rules and regulations established by the Association, provided that such pets are not kept, bred or maintained for any commercial purpose.
- 4.22 Vehicle Parking. No motor homes, campers, boats, trailers, recreational vehicles or similar vehicles shall be parked or stored on any Lot, unless the same are parked in a garage. No vehicle shall be repaired or restored on any Lot, except in a garage. Inoperable vehicles shall not be allowed to remain on any Lot or street, except only to the extent necessary to enable movement to a proper repair facility. To the extent permitted by applicable laws and ordinances, parking is prohibited at all times within the cul-de-sac loops of any street within and upon the Real Estate, and overnight parking is prohibited on all streets.
- 4.23 Garbage, Trash and Other Refuse. No Owner shall burn garbage or other refuse on his/her Lot, nor shall any Owner accumulate out-of-doors any such refuse on his/her Lot. Rubbish, garbage or other waste shall at all times be kept in sanitary containers.
- 4.24 Outside Storage. Except for construction materials and equipment used by the builder during the construction of the Residence Unit on a Lot, all construction materials and equipment, lawn equipment and similar items shall be stored at all times when not in use in enclosed storage areas.
- 4.25 Temporary Structures. No trailers or temporary storage sheds shall be erected or situated on any Lot, except that used by the builder during the construction of the Residence Unit on a Lot.
- 4.26 Satellite Dishes and Outside Speakers. No satellite dishes or outside speakers shall be installed or permitted on any Lot, except satellite dishes eighteen (18) inches or less in diameter which may be installed only at locations approved by the Architectural Review Committee.
- 4.27 Antennas and Solar Heat Panels. Except as approved by the Architectural Review Committee as provided in Article VI, no exposed antennas or solar heat panels shall be installed or permitted on any Lot.
- 4.28 Awnings. No metal, fiberglass or similar type material awnings or patio covers shall be permitted on any Lot.
- 4.29 Fences. No fence shall be installed in front of the front corner of a Residence Unit that is furthest back from the street that serves as access to such Residence Unit. No fences shall be installed on any Lot abutting Saratoga Parkway closer than thirty (30) feet to the right-of-way line for such road. Any fences not prohibited by the foregoing provisions of this subsection shall be installed only with the express, prior and written approval, as to design, materials, height, color and/or other elements, of the Architectural Review

Committee as provided in Article VI. All approved fences shall include a minimum seventy-two (72) inch wide gate (or two gates the combined width of which opening totals at least seventy-two (72) inches), which shall remain unlocked, in order to provide access to the Association or its agent(s) for the purpose of conducting maintenance in accordance with Section 5.6 (ix) below, at such times that the Association or its agent(s) deem it necessary or convenient to conduct such maintenance.

- 4.30 Lot Access. All Lots shall be accessed from the interior street areas of the Subdivision. No Lot access is permitted from Saratoga Parkway.
- 4.31 Tree Preservation. No trees, other than dead or diseased trees, shall be removed from any Lot without the express, prior and written approval of the Architectural Review Committee as provided in Article VI.
- 4.32 Prohibition Against Granting Other Easements. Without the express, prior and written approval of the Architectural Review Committee, an Owner shall not grant any easements to any third party, including public utility companies, political subdivisions or governmental authorities, for the purposes of providing water, sanitary sewer or storm water drainage for a property other than such Owner's Lot; provided, that nothing in this paragraph shall be deemed to restrict or otherwise limit Developer's rights elsewhere stipulated in this Declaration.
- 4.33 Street Lighting. Developer or the Town of Plainfield, Indiana, may (but shall not be obligated to) provide street lighting for any streets located within the Real Estate in connection with the initial development of the Real Estate. If Developer or the Town of Plainfield provides such street lighting, any additional street lighting desired by the Owners shall be installed by the Association at its cost, which cost shall be paid by the Owners as a Common Expense.

ARTICLE V ASSOCIATION

- 5.1 Membership. Each Owner shall automatically become a member of the Association and shall remain a member of the Association so long as he or she owns a Lot.
- 5.2 Classes of Membership and Vote. The Association shall have two (2) classes of membership, as follows:
- (i) Class A Members. Class A members shall be all Owners other than Developer (unless Class B membership has been converted to Class A membership as provided in the immediately following subparagraph).
 - (ii) Class B Members. The Class B member shall be the Developer. The Class B membership shall cease and be converted to Class A membership upon the Applicable Date (as defined in section 5.3 below).

5.3 Voting Rights. Each class of membership of the Association shall have the respective voting rights set forth in this section 5.3.

- (i) As used herein, the term "Applicable Date" shall mean the date which is the earlier of (i) the date on which the written resignation of Developer as a Class B member is delivered to the Secretary of the Association or (ii) the date on which Developer no longer owns any Lot.
- (ii) Except for matters which this Declaration expressly provides shall be approved by both classes of members of the Association and until the Applicable Date, the Class B membership shall exercise all voting rights with respect to any matter submitted to a vote of the members of the Association and shall have one (1) vote for each Lot of which Developer is the Owner. For those matters which this Declaration expressly provides shall be approved by both classes of members of the Association and until the Applicable Date, the Class B membership shall have three (3) votes for each Lot of which the Developer is the Owner.
- (iii) From and after the Applicable Date and, prior to the Applicable Date for each matter which this Declaration expressly provides shall be approved by both classes of members of the Association, each Class A member shall be entitled to one (1) vote for each Lot of which such member is the Owner. Where more than one person, or an entity, or more than one entity constitutes the Owner of a Lot, all such persons or entities shall be members of the Association, but the single vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves; provided, that in no event shall more than one vote be cast with respect to such Lot, and no vote may be split between multiple Owners. Until the Applicable Date, except for each matter which this Declaration expressly provides shall be approved by both classes of members of the Association, the Class A members shall have no votes with respect to any matter submitted to a vote of the members of the Association.

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

5.5 Professional Management. No contract or agreement for professional management of the Association, nor any contract between Developer and the Association, shall be for a term in excess of one (1) year. Any such agreement or contract shall provide for termination by either party with or without cause, without any termination penalty, on written notice as provided therein, but in any event, with at least ninety (90) days prior written notice.

5.6 Responsibilities of the Association. The responsibilities of the Association shall include, but shall not be limited to:

- (i) The administration and enforcement of the covenants and restrictions

contained in this Declaration;

- (ii) The maintenance and upkeep of the Common Areas (including the improvements located thereon, if any, and including any landscape islands located in any public right-of-way within and upon the Real Estate), asphalt pathways, sidewalks, the entry signs and lighting, all as the Association deems appropriate or as required elsewhere in this Declaration or the Master Covenants;
- (iii) Procuring and maintaining for the benefit of the Association, its Board of Directors and the Owners, the insurance coverages required by this Declaration and such other insurance as the Association deems necessary or advisable;
- (iv) Payment of taxes, if any, assessed against and payable with respect to the Common Areas;
- (v) Assessment and collection from the Owners of the Common Expenses and collection of expenses associated with the maintenance and repair of the Common Areas from the owners of the Adjoining Neighborhood Property if such owners have been granted the right to use the Common Areas by Developer as provided in section 3.1;
- (vi) Contracting for such services as management, lawn and landscaping maintenance, snow removal, security control, trash removal or other services as the Association deems necessary or advisable. Nothing contained herein shall be construed to require the Association to provide any such services, unless required elsewhere in this Declaration;
- (vii) From time to time, adopting, amending or rescinding such reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the use and enjoyment of the Common Areas and the management and administration of the Association, as the Association deems necessary or advisable. As part of such rules and regulations, the Association may provide for reasonable interest and late charges on past due installments of any assessments or other charges against any Lot. Copies of such rules and regulations shall be furnished by the Association to the Owners prior to the time when the same shall become effective;
- (viii) Enforcing the rules and regulations of the Association and the requirements of this Declaration and any applicable zoning or other recorded covenants, in each case, as the Association deems necessary or advisable and without obligation on the Association to take enforcement action in any such instance;
- (ix) Lot lawn and landscaping maintenance. Lot lawns and landscaping shall

be considered part of the Common Areas for purposes of maintenance only. The Association's maintenance responsibilities with regard to Lot lawns and landscaping shall be limited solely to the mowing and bi-annual "weed and feed" of lawns; mulching one (1) time each year of those areas for which the Developer provided mulch in the standard landscape package included with the original Lot/home purchase from Developer (the "Standard Landscape Package"); and the trimming of trees, plants, shrubs and bushes provided by the Developer in the Standard Landscape Package. Association maintenance shall not include the watering of Lot lawns, including without limitation the maintenance or repair of the irrigation system located on any Lot, all of which shall be the sole responsibility of the applicable Lot Owner. The Owner of any Lot shall be solely responsible for the trimming of all trees, plants, shrubs and/or bushes on such Lot that were not provided by the Developer in the Standard Landscape Package (all of which "additional" landscaping shall be approved, prior to installation, by the Architectural Review Committee in accordance with Article VI below), as well as the maintenance and upkeep associated with all flowers. In addition, Owners shall be solely responsible for edging around fences, trees, plants, shrubs and bushes.

- 5.7 Compensation. No director or officer of the Association shall receive compensation for his or her services as such director or officer, except to the extent expressly authorized by a majority vote of the Owners present at a duly constituted meeting of the Association members called for the purpose of voting on director or officer compensation.
- 5.8 Non-Liability of Directors and Officers. The directors and officers of the Association shall not be liable to the Owners or any other persons or entities for any error or mistake of judgment in carrying out their duties and responsibilities as directors or officers of the Association, except for their own individual willful misconduct or gross negligence. It is intended that the directors and officers of the Association shall have no personal liability with respect to any contract made by them on behalf of the Association except in their capacity as Owners.

ARTICLE VI **ARCHITECTURAL REVIEW COMMITTEE**

- 6.1 Creation. There shall be, and hereby is, created and established an Architectural Review Committee to perform the functions provided for herein. At all times during the Development Period, the Architectural Review Committee shall consist of the Developer. After the end of the Development Period, the Architectural Review Committee shall be a standing committee of the Association, consisting of three (3) persons appointed, from time to time, by the Board of Directors of the Association. The three (3) persons appointed by the Board of Directors to the Architectural Review Committee shall consist of Owners of Lots but need not be members of the Board of Directors. The Board of Directors may at any time after the end of the Development Period remove any member

of the Architectural Review Committee upon a majority vote of the members of the Board of Directors.

6.2 Purposes and Powers of Architectural Review Committee. The Architectural Review Committee shall review and approve the design, appearance and location of all residences, structures or any other improvements placed or modified by any person on any Lot and the installation and removal of any trees, bushes, shrubbery and other landscaping on any Lot, in such a manner as to preserve the value and desirability of the Real Estate and the harmonious relationship among Residence Units and the natural vegetation and topography.

- (i) In General. No residence, building, structure, antenna, walkway, fence, deck, pool, tennis court, basketball goal, wall, patio, landscaping (other than annual flowers, which shall be allowed without approval) or other improvement of any type or kind shall be erected, constructed, placed or modified, changed or altered on any Lot without the express, prior and written approval of the Architectural Review Committee. Such approval shall be obtained only after written application has been made to the Architectural Review Committee by the Owner of the Lot requesting authorization from the Architectural Review Committee. Such written application shall be in the manner and form prescribed from time to time by the Architectural Review Committee and, in the case of construction or placement of any improvement, shall be accompanied by two (2) complete sets of plans and specifications for the proposed improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Architectural Review Committee may reasonably require. Unless otherwise permitted by the Architectural Review Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect.
- (ii) Power of Disapproval. The Architectural Review Committee may refuse to approve any application (a "Requested Change") made to it when:
 - (a) The plans, specifications, drawings or other materials submitted are inadequate or incomplete, or show the Requested Change to be in violation of any of the applicable terms of this Declaration or the Master Covenants;
 - (b) The design or color scheme of a Requested Change is not in harmony with the general surroundings of the Lot or with the adjacent Residence Units or related improvements; or
 - (c) The Requested Change, in the reasonable opinion of the Architectural Review Committee, would not preserve or enhance the value and

desirability of the Real Estate or would otherwise be contrary to the interests, welfare or rights of the Developer or any other Owner.

- (iii) Rules and Regulations. The Architectural Review Committee, from time to time, may promulgate, amend or modify additional rules and regulations or building policies or procedures as it may deem necessary or desirable to guide Owners as to the requirements of the Architectural Review Committee for the submission and approval of Requested Changes.
- 6.3 Duties of Architectural Review Committee. If the Architectural Review Committee does not approve a Requested Change within forty-five (45) days after all required information on the Requested Change shall have been submitted to it, then such Requested Change shall be deemed denied. Whether a Requested Change is approved or denied, one (1) copy of submitted material pertaining to the Requested Change shall be retained by the Architectural Review Committee for its permanent files.
- 6.4 Liability of the Architectural Review Committee. Neither the Architectural Review Committee, the Association, the Developer nor any agent or member of any of the foregoing, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done in connection with a Requested Change or for any decision made by it unless made in bad faith or by willful misconduct.
- 6.5 Inspection. The Architectural Review Committee or its designee may, but shall not be required to, inspect work being performed to assure compliance with this Declaration and the materials submitted to the Architectural Review Committee pursuant to this Article, and may require any work not consistent with an approved Requested Change, or not approved, to be stopped and removed at the offending Owner's expense.
- 6.6 Nonapplication to Developer. Notwithstanding the provisions of this Article or any other provisions of this Declaration requiring the approval of the Architectural Review Committee, the Developer, or any entity related to the Developer, shall not be required to apply for or secure the approval of the Committee in connection with any construction, modification or alteration on the Real Estate by Developer or any entity related to Developer.

ARTICLE VII **ASSESSMENTS**

- 7.1 Creation of Lien and Personal Obligation. Each Owner of a Lot, by acceptance of a deed therefore and whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association (i) regular assessments for Common Expenses ("Regular Assessments") and (ii) special assessments for capital improvements and operating deficits and for special maintenance and repairs (collectively, "Special Assessments"). The Regular Assessments may include an amount to be set aside or

otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements which the Association is required to maintain. All such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided and shall be due and payable without relief from valuation and appraisal laws. Such assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time such assessment became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successors in title unless expressly assumed by them. The Association, upon request of or on behalf of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Lot, shall, without charge therefor, furnish to such Mortgagee or purchaser or other party making such request on behalf of such Mortgagee or purchaser, a statement setting forth the amount of any unpaid Regular Assessments, Special Assessments or other charges against the Lot. Such statement shall be binding upon the Association as of the date of such statement.

7.2 Regular Assessments. The Board of Directors of the Association shall have the right, power and authority, without any vote of the members of the Association, to fix from time to time the Regular Assessment against each Lot at any amount not in excess of the "Maximum Regular Assessment" as follows:

- (i) Until December 31 of the year immediately following the year of conveyance of the first Lot to an Owner for residential use, the Maximum Regular Assessment on any Lot for any calendar year shall not exceed One Hundred Fifteen Dollars (\$115.00).
- (ii) From and after December 31 of the year immediately following the year of conveyance of the first Lot to an Owner for residential use, the Maximum Regular Assessment on any Lot for any calendar year may be increased by not more than ten percent (10%) per year above the Regular Assessment for the previous calendar year without a vote of the members of the Association.
- (iii) From and after the Applicable Date, the Board of Directors may fix the Regular Assessment at an amount in excess of the maximum amount specified in subparagraph (ii) above only with the approval of sixty-seven percent (67%) of the Association who cast votes in person or by proxy at a meeting of the members of the Association duly called and held for such purpose.
- (iv) Each Lot shall be assessed an equal amount for any Regular Assessment, excepting any proration for ownership during only a portion of the applicable assessment period.

- 7.3 Special Assessments. In addition to Regular Assessments, the Board of Directors may make Special Assessments against each Lot for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement that the Association is required to maintain, or the cost of special maintenance and repairs, or to recover any deficits (whether from operations or any other loss) which the Association may from time to time incur, but only with the assent of sixty-seven percent (67%) in the aggregate of both classes of members of the Association who cast votes in person or by proxy at a duly constituted meeting of the members of the Association called and held for such purpose.
- 7.4 Uniform Rate of Assessment. The Regular Assessments and Special Assessments levied by the Association shall be uniform for all Lots.
- 7.5 Date of Commencement of Regular Assessments or Special Assessments; Due Dates. The Regular Assessments shall commence for each Lot on the first day of the first calendar month following the conveyance of such Lot by Developer; provided, however, that Developer may in its sole and absolute discretion delay the starting date for Regular Assessments for any Lot for as long as Developer deems appropriate, but Regular Assessments shall in all events be payable commencing on the first day of the first calendar month following the date the Lot is occupied for residential purposes. Such first Regular Assessment for such Lot shall be prorated based on the number of calendar months then remaining in the annual assessment period. Thereafter, such Lot shall be subject to annual Regular Assessments payable in installments at such times as established by the Association; provided that installment payments are made no less frequently than quarterly. Until the Applicable Date, and notwithstanding anything else contained herein, no Regular Assessments or Special Assessments shall be owed or payable by Developer with respect to any Lot or shall become a lien on any Lot while such Lot is owned by Developer, but Developer shall be obligated to pay any operating deficits the Association may incur prior to the Applicable Date. The Board of Directors of the Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of the annual assessment period. Written notice of the Regular Assessment, any Special Assessments, and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. All assessments shall be due and payable in such manner and on such schedule as the Board of Directors may provide. The Board of Directors may provide for reasonable interest and late charges on past due assessments.
- 7.6 Failure of Owner to Pay Assessments.
- (i) No Owner may exempt himself from paying Regular Assessments and Special Assessments due to such Owner's nonuse of the Common Areas or abandonment of the Residence Unit or Lot belonging to such Owner. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the lien for such assessment may be foreclosed by the Board of Directors of the Association for and on behalf of the Association as a

mortgage on real property or as otherwise provided by law. The Board of Directors of the Association, at its option, may in the alternative bring suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors of the Association, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot costs and expenses of such action incurred (including but not limited to attorneys fees) and interest from the date such assessments were due until paid.

- (ii) Notwithstanding any provision contained in this section or elsewhere in this Declaration, any sale or transfer of a Residence Unit or Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Residence Unit, or the purchaser thereof, at such foreclosure sale, or the grantee in the event of conveyance in lieu thereof, from liability for any assessments thereafter becoming due or from the lien therefor.

- 7.7 Expense Incurred to Clear Drainage, Utility or Sanitary Sewer Easement Deemed a Special Assessment. The Owner of any Lot subject to a Drainage, Utility or Sanitary Sewer Easement, including any builder, shall be required to keep the portion of said Drainage, Utility or Sanitary Sewer Easement on his Lot free from obstructions so that the storm water drainage will not be impeded and will not be changed or altered without a permit from the applicable local governmental authority and the express, prior and written approval of the Association and, during the time in which Developer owns any Lot in the Subdivision, the Developer. Also, no structures or improvements, including without limitation decks, patios, pools, fences, walkways or landscaping of any kind, shall be erected or maintained upon said easements, and any such structure or improvement so erected shall, at Developer's or the Association's written request, be promptly removed by the Owner at the Owner's sole cost and expense. If, within thirty (30) days after the date of such written request, such Owner shall not have commenced and diligently and continuously effected the removal of any obstruction of storm water drainage or any prohibited structure or improvement, Developer or the Association may enter upon the applicable Lot and cause such obstruction, structure or improvement to be removed so that the Drainage, Utility or Sanitary Sewer Easement is returned to its original designed condition. In such event, Developer or the Association shall be entitled to recover the full cost of such work from the offending Owner and such amount shall be deemed a special assessment against the Lot owned by such Owner which, if unpaid, shall constitute a lien against such Lot and may be collected by the Association pursuant to this Article in the same manner as any Regular Assessment or Special Assessment may be collected.

ARTICLE VIII
INSURANCE

- 8.1 **Casualty Insurance.** The Association shall purchase and maintain fire and extended coverage insurance in an amount equal to the full insurable replacement cost of any improvements owned by the Association or required by the terms of this Declaration to be maintained by the Association. The Association shall also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable. Such insurance policy or policies shall name the Association as the insured. The insurance policy or policies shall, if practicable, contain provisions that the insurer (i) waives its rights to subrogation as to any claim against the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors and all Owners and their respective agents and guests, and (ii) waives any defense to payment based on invalidity arising from the acts of the insured. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried.
- 8.2 **Liability Insurance.** The Association shall also purchase and maintain a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of One Million Dollars (\$1,000,000.00) per occurrence. Such comprehensive public liability insurance shall cover all of the Common Areas and easement areas and shall insure the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate, all Owners and all other persons entitled to occupy any Lot. Such public liability insurance policy shall include a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners.
- 8.3 **Other Insurance.** The Association shall also purchase and maintain any other insurance required by law to be maintained, including but not limited to workers compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including but not limited to officers' and directors' liability insurance.
- 8.4 **Miscellaneous.** The premiums for the insurance described above shall be paid by the Association as Common Expenses.

ARTICLE IX
MAINTENANCE

- 9.1 **Maintenance of Lots and Improvements.** Except to the extent such maintenance shall be the responsibility of the Association under any of the foregoing provisions of this

Declaration, it shall be the duty of the Owner of each Lot, including any builder during the building process, to keep the grass on the Lot properly cut and keep the Lot, including any Drainage, Utility or Sewer Easements located on the Lot, free of weeds, trash or construction debris and otherwise neat and attractive in appearance, including without limitation, the proper maintenance of the exterior of any structures on such Lot. If the Owner of any Lot fails to do so in a manner reasonably satisfactory to the Association, the Association shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and clean, repair, maintain or restore the Lot, as the case may be, and the exterior of the improvements erected thereon. The cost of any such work shall be and constitute a special assessment against such Lot and the owner thereof, whether or not a builder, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable to the offending Owner for any damage which may result from any maintenance work performed hereunder.

- 9.2 Damage to Common Areas. In the event of damage to or destruction of any part of the Common Areas or any improvements which the Association owns or is required to maintain hereunder, including without limitation any Subdivision improvement, such as fences or columns erected by the Developer in right-of-way areas, the Association shall repair or replace the same from the insurance to the extent of the availability of such insurance proceeds. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds. Notwithstanding any obligation or duty of the Association hereunder to repair or maintain the Common Areas and other improvements if, due to the willful, intentional or negligent acts or omissions of any Owner (including any builder) or of a member of his family or of a guest, subcontractor, employee, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas or any other improvements maintained by the Association pursuant to this section, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then the Association shall cause such repairs to be made and such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall constitute a special assessment against such Owner, whether or not a builder, and its Lot, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

ARTICLE X AMENDMENTS

- 10.1 By Association. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

- (i) A proposed amendment to this Declaration by the Association shall be considered only at a meeting of the members of the Association duly called for such purpose.
- (ii) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting of the members of the Association at which the proposed amendment is to be considered.
- (iii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or by the Owners having in the aggregate at least a majority of votes of all Owners.
- (iv) Meeting. The resolution concerning a proposed amendment must be adopted by the applicable designated vote at a meeting of the members of the Association duly called and held in accordance with the provisions of the Association's By-Laws.
- (v) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than three-quarters (3/4) in the aggregate of both classes of members of the Association; provided, however, that any such amendment shall require the express, prior and written approval of Developer so long as Developer or any entity related to Developer owns any Lot or Residence Unit within and upon the Real Estate.
- (vi) Amendments of a Material Nature. No amendment to this Declaration shall be adopted pursuant to this section 10.1 which constitutes an Amendment of a Material Nature (as such term is hereinafter defined) unless approved by a vote of three-quarters (3/4) in the aggregate of both classes of members of the Association. For purposes of this section 10.1 (vi), the term "Amendment of a Material Nature" means any amendment to this Declaration that:
 - (a) Changes or reduces the voting rights of the Class A members;
 - (b) Allows the Board of Directors to increase the maximum Regular Assessment on a Lot for any calendar year prior to the calendar year in which the Applicable Date occurs by more than twenty-five percent (25%) above the Regular Assessment for the previous calendar year;
 - (c) Changes the procedure for making Special Assessments;
 - (d) Releases the Association from its obligations to maintain and repair the Common areas;
 - (e) Terminates the rights of the Owners to use any of the Common Areas;
 - (f) Changes the boundaries of any Lot;

- (g) Permits the convertibility of Lots into Common Areas;
- (h) Allows the Developer to withdraw real property from the Real Estate;
- (i) Changes hazard insurance requirements;
- (j) Imposes any new restrictions on an Owner's right to sell or lease its Lot;
or
- (k) Permits the repair or restoration of any improvements to the Common Areas other than to their original condition.

10.2 By Developer. Developer hereby reserves the right, so long as Developer or any entity related to Developer owns any Lot or Residence Unit within the Subdivision, to make any technical amendments to this Declaration without the approval of any other person or entity, for any purpose reasonably deemed necessary or appropriate by the Developer, including without limitation: (i) to bring Developer or this Declaration into compliance with the requirement of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof; (ii) to conform with zoning covenants and conditions; (iii) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration or any other governmental agency, or to induce any of such agencies to make, purchase, sell, insure or guarantee first mortgages; or (iv) to correct clerical or typographical errors in this Declaration or any amendment or supplement hereto; provided, however, that in no event shall Developer be entitled to make any amendment which has a material adverse effect on the rights of any Mortgagee, or which substantially impairs the rights granted by this Declaration to any Owner or substantially increases the obligations imposed by this Declaration on any Owner.

10.3 Recording. Each amendment to this Declaration need be executed only by Developer in any case where Developer has the right to amend this Declaration without any further consent or approval, and otherwise by the President or Vice President of the Association and the Secretary of the Association; provided, however, that any amendment requiring the consent of Developer pursuant to provisions contained elsewhere in this Declaration shall contain Developer's signed consent. All amendments shall be recorded in the office of the Recorder of Hendricks County, Indiana, and no amendment shall become effective until so recorded.

ARTICLE XI **PARTY WALLS**

11.1 General Rules of Law Apply. Each wall that is designed and built for the purpose of separating two attached Residence Units shall constitute a party wall and, to the extent

not inconsistent with the terms and provisions of this Declaration, the general rules of common law regarding party walls shall apply.

- 11.2 Sharing of Repair and Maintenance. The reasonable cost of normal repair and maintenance of a party wall shall be shared equally by the two Owners who make use of such wall and, for purposes of this section, the term "party wall" shall include that portion of the roof connecting the two attached Residence Units.
- 11.3 Destruction by Fire or Other Casualty. If a party wall is damaged or destroyed by fire or other casualty, either Owner who has made use of the wall may repair or restore the wall and the other Owner shall contribute equally to the cost of such repair or restoration, without prejudice, however, to the right of either Owner to seek a disproportionate contribution from another Owner on the grounds of such other Owner's negligence or willful misconduct.
- 11.4 Right to Contribution Runs with the Land. The right of any Owner to seek contribution from any other Owner pursuant to this Article XI shall run with the land and shall be binding upon, and inure to the benefit of, such Owners and any person(s) or entity(ies) then or thereafter acquiring or having any right, title or interest in or to such Owners' Lots.

ARTICLE XII MISCELLANEOUS

- 12.1 Right of Enforcement. Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration or in a Plat of any part of the Real Estate now or hereafter recorded in the office of the Recorder of Hendricks County, Indiana, shall be grounds for an action by Developer, the Association, any Owner and/or any or all persons or entities claiming under any of the foregoing, against the person or entity violating or threatening to violate any such covenants, conditions or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys fees reasonably incurred by any party successfully enforcing such covenants, conditions and restrictions; provided, however, that neither Developer nor any Owner nor the Association shall be liable for damages of any kind to any person or entity for failing or neglecting for any reason to enforce any such covenants, conditions or restrictions.
- 12.2 Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party, including without limitation the Association and the Developer, to invoke any available remedy with respect to any violation or threatened violation of any covenants, conditions or restrictions enumerated in this Declaration or in a Plat of any part of the Real Estate shall constitute a waiver by that party of, or an estoppel of that party to assert, any right available to it upon the occurrence, recurrence or continuance of such violation.

- 12.3 Duration. These covenants, conditions and restrictions and all other provisions of this Declaration (as the same may be amended from time to time as herein provided) shall run with the land comprising the Real Estate and shall be binding on all persons and entities from time to time having any right, title or interest in the Real Estate or any part thereof, and on all persons claiming under them, until December 31, 2030, and thereafter shall continue automatically until terminated or modified by vote of a majority of all Owners at any time thereafter; provided, however, that no termination of this Declaration shall terminate or otherwise affect any easement hereby created and reserved unless all persons and entities entitled to the beneficial use of such easement shall consent thereto.
- 12.4 Severability. Invalidation of any of the covenants, conditions or restrictions 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.
- 12.5 Section Headings. The underlined section headings preceding the various sections of this Declaration are for the 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.
- 12.6 Applicable Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Indiana.

ARTICLE XIII
DEVELOPER'S RIGHTS

- 13.1 Access Rights. Developer hereby declares, creates and reserves an access license over and across all of the Real Estate for the use of Developer and its representatives, agents, designees, contractors and affiliates during the Development Period. Notwithstanding the foregoing, the area of the access license created hereby shall be limited to that part of the Real Estate which is not in, on, under, over, across or through a building or the foundation of a building properly located on the Real Estate. The parties for whose benefit this access license is herein created and reserved shall exercise such access rights only to the extent reasonably necessary and appropriate and such parties shall, to the extent reasonably practicable, repair any damage or destruction caused by reason of such parties' exercise of this access license.
- 13.2 Signs; Developer Changes. Subject to the provisions of the Master Covenants, Developer and its designees shall have the right to use signs of any size during the Development Period, and the Developer and its designees shall also have the right to construct or change any building, improvement or landscaping on the Real Estate without obtaining the approval of the Architectural Review Committee at any time during the Development Period.
- 13.3 Sales Offices and Models. Subject to the Master Covenants, and notwithstanding any

FIDELITY NATIONAL TITLE

provision to the contrary contained in this Declaration or a Plat of any part of the Real Estate now or hereafter recorded in the office of the Recorder of Hendricks County, Indiana, Developer, any entity related to Developer and any other person or entity with the prior written consent of Developer, during the Development Period, shall be entitled to construct, install, erect and maintain such facilities upon any portion of the Real Estate owned by Developer, the Association or such person or entity as, in the sole opinion of Developer, may be reasonably required or convenient or incidental to the development of the Real Estate or the sale of Lots and the construction or sale of Residence Units thereon. Such facilities may include, without limitation, storage areas or tanks, parking areas, signs, model residences, construction offices or trailers and sales offices or trailers.

**END OF DOCUMENT, OTHER THAN FOR DEVELOPER'S SIGNATURE ON
FOLLOWING PAGE.**

IN WITNESS WHEREOF, this Declaration has been executed by Developer as of the date first above written.

LARRY GOOD PATIO HOMES, LLC
an Indiana limited liability company

Larry K. Good
Larry K. Good, Member



STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared LARRY K. GOOD, as a Member of LARRY GOOD PATIO HOMES, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Declaration, for and on behalf of LARRY GOOD PATIO HOMES, LLC.

WITNESS my hand and seal this 6th day of October 2007.

My Commission Expires:

5/08

County of Residence:

HENDRICKS

[Signature]
Signature of Notary Public
JAY RENO
Printed Name of Notary Public

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 (Andrew P. Kult).

This instrument was prepared by Andrew P. Kult, Attorney-at-Law, COMER LAW OFFICE, P.O. Box 207, Danville, Indiana 46122.

FIDELITY NATIONAL TITLE

Exhibit A

Legal description of "Real Estate"

A part of the Southeast and Southwest Quarters of Section 28, Township 15 North, Range 1 East of the Second Principal Meridian, Hendricks County, Indiana, more particularly described as follows:

Commencing at a stone found marking the Southwest Corner of the Southeast Quarter of said Section 28, Township 15 North, Range 1 East; thence North 00 degrees 30 minutes 55 seconds West 272.71 feet (Basis of Bearings assuming the West Line of said Southeast Quarter to be North 00 degrees 30 minutes 55 seconds West as per the Final Plat for Yorktown at Saratoga, ("Yorktown plat") (recorded as Instrument Number 200500027771, Plat Cabinet 6, Slide 78, pages A, B, C, D, E and F in the Office of the Recorder of Hendricks County, Indiana) to a point lying 30.00 feet (measured northwesterly in a perpendicular direction) from the former centerline of the Consolidated Rail Corporation Railroad and being on the northern line of the 5.131-acre tract of land granted to the Town of Plainfield ("Town tract") (recorded as Instrument Number 200200037520 in said Recorder's Office); thence North 75 degrees 26 minutes 42 seconds East 98.40 feet along the northern line of said Town tract to the southwestern corner of said Yorktown plat; thence North 00 degrees 30 minutes 55 seconds West 872.69 feet (872.67 feet - Plat) along the western line of said Yorktown plat to the northwestern corner thereof, being on the southwestern line of Saratoga Parkway ("Parkway") (recorded as Deed Book 342, pages 49 through 54, Instrument Number 8907 in said Recorder's Office) and the point of curvature of a non-tangent curve concave to the north, said point lying South 13 degrees 58 minutes 04 seconds West 1415.00 feet from the radius point thereof; thence westerly and northwesterly 436.05 feet along the southwestern line of said Parkway to the northeastern corner of a 13.87-acre tract of land granted to Saratoga Owners Association, Inc. ("Pond") (recorded as Instrument Number 9900008329 in said Recorder's Office), said corner lying South 31 degrees 37 minutes 26 seconds West 1415.00 feet from said radius point (the following four (4) courses are along the eastern boundary of said Pond); (one) thence South 30 degrees 40 minutes 28 seconds West 280.49 feet; (two) thence South 53 degrees 20 minutes 26 seconds West 266.65 feet; (three) thence South 26 degrees 47 minutes 11 seconds West 321.48 feet; (four) thence South 05 degrees 27 minutes 15 seconds West 607.39 feet to the northwestern line of said Town tract (the following two (2) courses are along the boundary of said Town tract); (one) thence North 75 degrees 20 minutes 08 seconds East 519.39 feet (519.37' - Deed); (two) thence North 75 degrees 26 minutes 42 seconds East 380.99 feet to the POINT OF BEGINNING, containing 19.793 acres, more or less.

Exhibit B

Saratoga Owners Association, Inc.
3815 River Crossing Parkway
Suite 160
Indianapolis, IN 46240
Tel: (317) 472-0040
Fax: (317) 472-0037

November 28, 2006

Mr. Jay Arnold
Larry Good Patio Homes, LLC
4000 Clarks Creek Road
Plainfield, IN 46168

Re: Access to Redbud Lake, Wellington Neighborhood

Dear Jay:

We understand that as part of the development of the lake lots within the Wellington neighborhood you would like to offer the owners of these lake lots the opportunity to have a small (two person) paddle boat. As you know, Section 3.17 of the Declaration of Easements, Covenants and Restrictions for the overall Saratoga development ("Master Association Covenants") states that: "No swimming or boating shall be permitted in the lake without prior approval of the Board of Directors".

This letter confirms the approval of the Board of Directors for boating by residents in Wellington who own lots abutting Redbud Lake upon the following terms and conditions:

- A. Boating shall be strictly limited to small, two person paddle boats (no motor of any kind to be attached or used) of a design, color and manufacturer to be specified by Wellington Homeowners Association as the one style/choice for paddle boats for use by lake lot owners in Wellington;
- B. Boating shall only occur during daylight hours;
- C. The use of paddle boats shall be for a certain warm weather period as specified by the Wellington Neighborhood Association (but in no event shall such period commence prior to April 15 or extend beyond October 31);
- D. A lake lot owner wanting to have and use an approved paddle boat must first install a ground level platform, being at least twelve feet (12') higher than the average lake elevation, made of such decking materials, design and placement in the rear yard as specified by the Architectural Review Committee for the Wellington Homeowners Association. Such platform shall be maintained in a good, attractive condition at all times. The paddle boat must be placed on the


platform during the period of time that boating is allowed, or stored in the lake lot owner's garage or stored off site to Wellington;

- E. During the time period that boating is not allowed, the paddle boat must be stored in the lake lot owner's garage, or at an off site location. At no time may the paddle boat be stored on a resident's driveway, sideyard or lot location, other than within such owner's garage; and
- F. The plat covenants for Wellington shall include a specific section incorporating these conditions for boating on Redbud Lake and shall provide that any boating is expressly at the sole risk of the lot owner, and that such lot owner shall hold the Wellington Homeowner's Association and the Saratoga Owner's Association harmless from any claim, expense or liability arising from such lot owners boating activity.

Please do not hesitate to be in touch with any questions regarding this approval letter. Thank you for your assistance and cooperation in securing compliance with these terms and conditions.

Sincerely,

Saratoga Owners Association, Inc.

By: 
Harry F. McNaught, Jr., President

MASSE
* 20081932914 *
HENDRICKS COUNTY RECORDER
08/13/2008 10:48:22AM

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WELLINGTON AT SARATOGA**

This instrument (this "Amendment") amends that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WELLINGTON AT SARATOGA, recorded November 19, 2007, as Instrument Number 200729622, in the office of the Recorder of Hendricks County, Indiana (the "Declaration").

Recitals

WHEREAS, the Declaration was executed by Larry K. Good, as a Member of LARRY GOOD PATIO HOMES, LLC, an Indiana limited liability company, referred to in the Declaration as the "Developer" of the residential community commonly known as Wellington at Saratoga; and

WHEREAS, the Declaration contains an error related to regular assessments to be charged by Wellington at Saratoga Homeowners' Association, Inc. ("HOA"), being the established homeowners' association for the Wellington at Saratoga community. Specifically, the Declaration provides that the initial Maximum Regular Assessment (as defined in the Declaration) on any Lot for any calendar year shall not exceed \$115.00. The Developer's intent in executing the Declaration was that the initial Maximum Regular Assessment on any Lot shall not exceed \$115.00 per month and not per year. Therefore, the intended initial Maximum Regular Assessment on any Lot for any calendar year was \$1,380.00 (\$115.00 per month X 12 months = \$1,380.00); and

WHEREAS, the Developer, LARRY GOOD PATIO HOMES, LLC, desires to correct the above-referenced error in the Declaration; and

WHEREAS, the undersigned individuals have purchased Lots in Wellington at Saratoga since the recording of the Declaration, and each of them acknowledge the error in the Declaration with regard to the initial Maximum Regular Assessment. The undersigned Lot owners acknowledge that, notwithstanding the error in the Declaration, each of them was expressly advised by the Developer, prior to purchasing their respective Lot, that the initial Regular Maximum Assessment would total \$115.00 per month, or \$1,380.00 per year. The undersigned Lot owners acknowledge and agree that the HOA cannot possibly conduct all maintenance required by the Declaration based upon a regular assessment of \$115.00 per year, and they each acknowledge that the intended assessment amount was \$115.00 per month. The undersigned Lot owners each desire, by executing this instrument, to amend the Declaration, as hereinafter set forth, in order to correct the subject error.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned individuals and entities do hereby amend the Declaration, in the manner set forth below.

*1443
2*


Amendment

1. The above Recitals are hereby incorporated as if fully set forth herein.
2. Article VII, Section 7.2 (i), is hereby replaced in its entirety with the following:
 - (i) Until December 31 of the year immediately following the year of conveyance of the first Lot to an Owner for residential use, the Maximum Regular Assessment on any Lot for any calendar year shall not exceed One Thousand Three Hundred Eighty and No/100 Dollars (\$1,380.00).

All other terms, conditions, covenants and restrictions of the Declaration shall remain in full force and effect as written. In the event of a conflict between any term or terms in the Declaration and any term or terms in this Amendment, the provisions of this Amendment shall prevail. It is the intent of the undersigned that the provisions of the Declaration shall be interpreted so as to harmonize as closely as possible with the provisions of this Amendment.

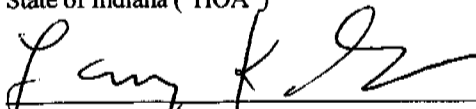
The Declaration is so AMENDED, as witnessed by the signatures of the undersigned on the dates indicated below.

LARRY GOOD PATIO HOMES, LLC
an Indiana limited liability company ("Developer")



Larry K. Good, Member

WELLINGTON AT SARATOGA HOMEOWNERS' ASSOCIATION, INC.
a corporation organized and existing under and by virtue of the laws of the
State of Indiana ("HOA")



Larry K. Good, President



Brian K. Good, Vice President



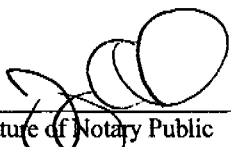
STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared LARRY K. GOOD, Member of LARRY GOOD PATIO HOMES, LLC, who acknowledged the execution of the foregoing Amendment, for and on behalf of such entity and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of JULY 2008.

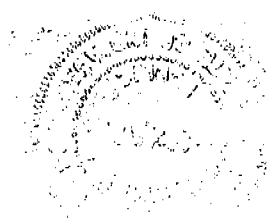
My Commission Expires:
5/17/16

County of Residence:
HENDRICKS



Signature of Notary Public
JAY ARNOLD

Printed Name of Notary Public



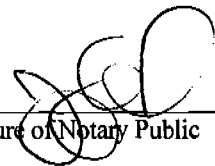
STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared LARRY K. GOOD, President, and BRIAN K. GOOD, Vice President, of WELLINGTON AT SARATOGA HOMEOWNERS' ASSOCIATION, INC., who each acknowledged the execution of the foregoing Amendment, for and on behalf of such entity and each of whom, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of JULY 2008.

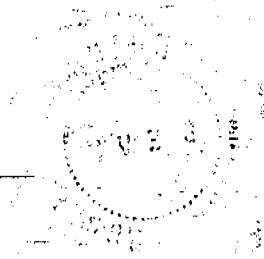
My Commission Expires:
5/16 5/17/16
MK

County of Residence:
HENDRICKS



Signature of Notary Public
JAY ARNOLD

Printed Name of Notary Public



Owner, Lot 34

[Signature] 7-18-08
Brent E. Miller Date

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared BRENT E. MILLER, who acknowledged the execution of the foregoing Amendment and who, having been duly sworn, stated that any representations therein contained are true.

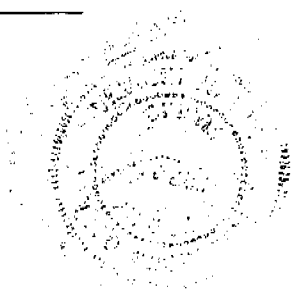
Witness my hand and Notarial Seal this 18th day of JULY 2008.

My Commission Expires:
5/16 5/17/16 RL

County of Residence:
HENDRICKS

[Signature]
Signature of Notary Public

JAY ARNOLD
Printed Name of Notary Public



Owners, Lot 40

William H. Fouty 7-22-08
William H. Fouty Date

Ruth Fouty 7-22-08
Ruth J. Fouty Date

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared WILLIAM H. FOUTY and RUTH J. FOUTY, who each acknowledged the execution of the foregoing Amendment and each of whom, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 22nd day of JULY 2008.

My Commission Expires:
5/16

County of Residence:
HENDRICKS

JAY ARNOLD
Signature of Notary Public
JAY ARNOLD
Printed Name of Notary Public



Owners, Lot 48

James B. Hildebrand 7/19/08
James B. Hildebrand Date

Marcie M. Hildebrand 7/19/08
Marcie M. Hildebrand Date

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared JAMES B. HILDEBRAND and MARCIE M. HILDEBRAND, who each acknowledged the execution of the foregoing Amendment and each of whom, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 19th day of JULY 2008.

My Commission Expires:
5/16/10 5/17/16
mr.

County of Residence:
HENDRICKS

Jay Arnan
Signature of Notary Public
JAY ARNAN
Printed Name of Notary Public



Owners, Lot 50

Donald E. Sanders 7/19/08
Donald E. Sanders Date

Carol J. Sanders 7/19/08
Carol J. Sanders Date

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

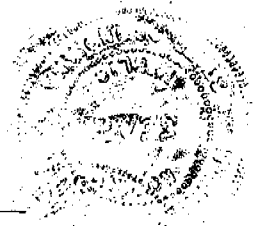
Before me, a Notary Public in and for said County and State, personally appeared DONALD E. SANDERS and CAROL J. SANDERS, who each acknowledged the execution of the foregoing Amendment and each of whom, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 19th day of JULY 2008.

My Commission Expires:
5/10 5/17/16
MTC

County of Residence:
HENDRICKS

JAY ARNOLD
Signature of Notary Public
JAY ARNOLD
Printed Name of Notary Public



Owners, Lot 51

Roy Edward Newby 7-29-08
Roy Edward Newby Date

Sharon Kaye Newby 7/29/08
Sharon Kaye Newby Date

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

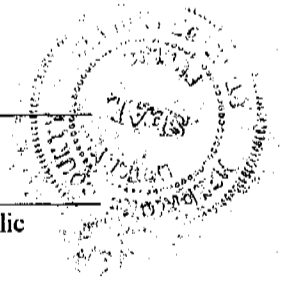
Before me, a Notary Public in and for said County and State, personally appeared ROY EDWARD NEWBY and SHARON KAYE NEWBY, who each acknowledged the execution of the foregoing Amendment and each of whom, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 29th day of JULY 2008.

My Commission Expires:
5/16 5/17/16
MR

County of Residence:
HENDRICKS

[Signature]
Signature of Notary Public
JAY R. RYAN
Printed Name of Notary Public



Owners, Lot 55

Mark A. Pickett 7/20/08
Mark A. Pickett Date

Judith Pickett 7-20-08
Judith Pickett Date

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared MARK A. PICKETT and JUDITH PICKETT, who each acknowledged the execution of the foregoing Amendment and each of whom, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 20 day of JULY 2008.

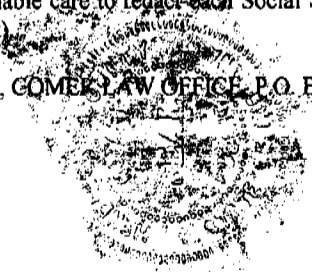
My Commission Expires:
SAC 5/17/16
MC

County of Residence:
HENDRICKS

JAY ARNOLD
Signature of Notary Public
Printed Name of Notary Public

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 (Andrew P. Kult)

This instrument was prepared by Andrew P. Kult, Attorney-at-Law, COMER LAW OFFICE, P.O. Box 207, Danville, Indiana 46122.



Owners, Ept 36

[Signature] 7/19/2008
Donald D. Olvey Date

[Signature] 7-19-2008
Nina L. Olvey Date

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

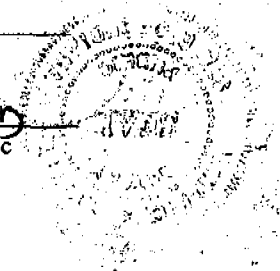
Before me, a Notary Public in and for said County and State, personally appeared DONALD D. OLVEY and NINA L. OLVEY, who each acknowledged the execution of the foregoing Amendment and each of whom, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 19th day of JULY 2008.

My Commission Expires:
5/16 5/17/16
MA

County of Residence:
HENDRICKS

[Signature]
Signature of Notary Public
JAY ARNOLD
Printed Name of Notary Public



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 (Andrew P. Kult).

This instrument was prepared by Andrew P. Kult, Attorney-at-Law, COMER LAW OFFICE, P.O. Box 207, Danville, Indiana 46122.

Owners, Lot 47

J B Arnold 8/8/08
Jay B. Arnold Date

Karen L. Arnold 8/8/08
Karen L. Arnold Date

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared JAY B. ARNOLD and ~~PATY~~ KAREN L. ARNOLD, who each acknowledged the execution of the foregoing Amendment and each of whom, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 8th day of August 2008.

My Commission Expires:
June 18, 2015

County of Residence:
Hendricks

Steven D. Blocketer
Signature of Notary Public
Steven D. Blocketer
Printed Name of Notary Public

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 (Andrew P. Kult).

This instrument was prepared by Andrew P. Kult, Attorney-at-Law, COMER LAW OFFICE, P.O. Box 207, Danville, Indiana 46122.

Owners, Lot 33

Barry Papke 7-20-08
Barry Papke Date

Patty Papke 07/20/08
Patty Papke Date

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)



Before me, a Notary Public in and for said County and State, personally appeared BARRY PAPKE and PATTY PAPKE, who each acknowledged the execution of the foregoing Amendment and each of whom, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 20th day of JULY 2008.

My Commission Expires:
5/16 5/17/16
MK

County of Residence:
HENDRICKS

JAY ARNOLD
Signature of Notary Public
JAY ARNOLD
Printed Name of Notary Public

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 (Andrew P. Kult).

This instrument was prepared by Andrew P. Kult, Attorney-at-Law, COMER LAW OFFICE, P.O. Box 207, Danville, Indiana 46122.