

92011649

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WILLOW LAKES EAST**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOW LAKES EAST ("Declaration"), made this 17th day of June, 1992, by THOMAS HOMES, INC., NORMAN R. THOMAS, PRESIDENT, an Indiana corporation, (hereinafter referred to as "Declarant"),

WITNESSETH THAT:

WHEREAS, Declarant is the sole owner in fee simple of certain real estate located in Johnson County, Indiana, more particularly described in the attached Exhibit A ("Real Estate"); and

WHEREAS, Declarant is developing the Real Estate and certain surrounding lands within the tract described in the attached Exhibit B, upon which Declarant may, but is not obligated to, construct residential facilities, which shall be known as "Willow Lakes East" and which may be Platted by Declarant in sections from time to time; and

WHEREAS, the Real Estate has been Platted by Declarant as Section One of Willow Lakes East on June 15, 1992, as Instrument No. 92011475 in the Office of the Recorder of Johnson County, Indiana, in Plat Book C Page 538 A and B; and

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

WHEREAS, Declarant desires to provide for maintenance of the Common Areas and other improvements located or to be located in Willow Lakes East, which are of common benefit to the Owners of the various Lots within said subdivision, and to that end desires to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the operation of Willow Lakes East; and

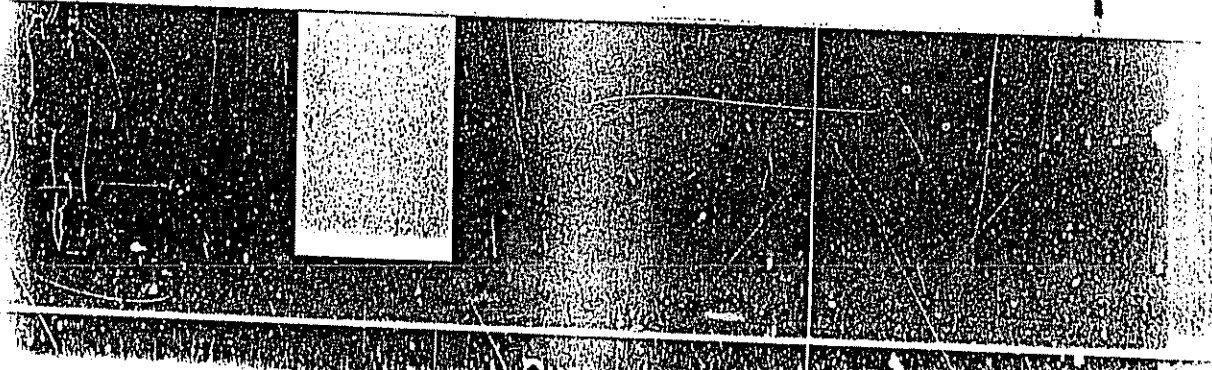
NOW, THEREFORE, Declarant hereby declares that all of the Real Estate as it is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following Covenants. All of the Covenants shall run with the Real Estate and shall be binding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

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recorded from time to time, and which is intended for the common benefit of all Lots

2.6 Common Expense. "Common Expense" means the actual or estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of Common Areas, and any other cost or expense incurred by the Association for the benefit of the Common Areas.

2.7 Willow Lakes East. The term "Willow Lakes East" means and includes all sections thereof as shall have been Platted and recorded from time to time by Declarant in accordance with the provisions of this Declaration.

2.8 Declarant. "Declarant" means Thomas Homes, Inc., an Indiana Corporation, or any other person, firm, corporation or partnership which succeeds to the interest of Thomas Homes, Inc. as developer of Willow Lakes East.

2.9 Drainage System. "Drainage System" means the storm sewers, subsurface drainage tiles, pipes and structures, and other structures, fixtures, properties, equipment and facilities located in, upon, or under the Common Areas, Easements, or Streets and designed for the purpose of expediting the drainage of surface and subsurface waters from, over, and across Willow Lakes East.

2.10 Easements. "Easements" refer to those areas reserved as easements on the Plat or Plats of Willow Lakes East, as the same may be recorded from time to time.

2.11 Lot. "Lot" means any of the separate parcels numbered and identified on the Plat or Plats of Willow Lakes East, as the same may be recorded from time to time.

2.12 Mortgages. The term "Mortgages" means any holder, insurer, or guarantor of any first mortgage on any Lot.

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

2.14 Plat. "Plat" means the final Plat or Plats of Willow Lakes East as the same may be recorded from time to time in the Office of the Recorder of Johnson County, Indiana.

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3.26 Fences, Walls, Barriers. All fences, walls, barriers or like structures must be approved in writing by the Architectural Control Committee prior to their construction. No such structures shall exceed eight feet (8') in height. No such structure shall be placed closer to the front Lot line than the front building setback line. All chain-link fences must be vinyl covered.

3.27 Decorative Structures. No decorative structure, statue, or other structure may be placed on the Lot closer to the front Lot line than the front building setback line.

3.28 Mail Boxes. All mail boxes shall be installed by the home builder at the time or in the construction on the Lot, be of similar color, size and style and of a design and style, and approved by the ACC.

3.29 Roof Pitch. All structures must have a minimum of a 7/12 pitch roof.

3.30 Basketball Goals. Basketball goals or such items must be placed behind a line determined by the extension of the front facade of the residence unless otherwise approved by the ACC.

3.31 Sidewalks. Sidewalks build in accordance with all applicable laws, ordinances, regulations and standards must be installed by the builder or owner at the time of initial construction upon the Lot.

4 ARCHITECTURAL CONTROL COMMITTEE

4.1 Appointment of Architectural Control Committee. Prior to the incorporation of the Association, the Declarant shall appoint an Architectural Control Committee (ACC) to be composed of three (3) members. After incorporation of the Association, the Declarant shall appoint two (2) of the ACC members and the Association one (1) of the ACC members until such time that the Declarant owns less than three (3) Lots, after which time the Association shall appoint all members.

4.2 Construction Approvals. No construction of any building or structure of any kind, including additions, alterations, fences, screens and walls shall begin within Willow Lakes East until the plans and specifications, locations and plat plan thereof, showing all existing and proposed improvements on the Lot, including adequate provisions for landscaping, in detail and to scale, to the extent and in the form as may be required by the ACC, have been submitted to and approved by the ACC. The plans and specifications of and location of all construction shall be in compliance with the building, plumbing, and electrical requirements of all applicable regulatory codes, and shall also comply to all zoning covenants and

restrictions which are applicable to the Real Estate, Lot and/or such construction addition, alteration or improvement. Refusal of approval of plans and specifications, or location and plot plan by Declarant may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the ACC.

4.3 The ACC shall approve or disapprove proposed improvements or alterations within ten (10) days after all required information shall have been submitted to it. Applicants must submit two (2) copies of all materials required by the ACC and one copy of submitted material shall be retained by the ACC for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

4.4 Liability of Committee. Neither the ACC nor any agent thereof, nor Declarant, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto, or for any act it may or may not take in its discretion.

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

5 COVENANTS FOR MAINTENANCE ASSESSMENTS

5.1 Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within Willow Lakes East, as the same may be Platted from time to time, and promoting the health, safety, and welfare of the Owners, users, and occupants of the same and, in particular, for the improvement, and fencing, repairing, operating, and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon and for the cost of labor, equipment, material, and management furnished with respect to the Common Property; provided that the Association shall not be responsible for the replacement, repair or maintenance of any Common Areas which is or hereafter may be dedicated to the public. Each Owner hereby covenants and agrees to pay to the Association:

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

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

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

5.3 Pro-rata Share. The pro-rata share of each Owner for purposes of this Section 5 shall be the percentage obtained by dividing one by the total number of Lots shown on the Plat or Plats of Willow Lakes East, as the same may be recorded from time to time, that have been conveyed by the Declarant to an Owner ("Pro-Rata Share").

5.4 Basis of Annual Assessments. The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be delivered to each Owner within thirty (30) days to the beginning of each fiscal year of the Association.

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

5.6 Fiscal Year: Date of Commencement of Assessments: Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. The annual assessments on each Lot in Willow Lakes East shall commence on the day on which Declarant first conveys ownership of the Lot to an owner. The first annual assessment for each Lot shall be prorated for the balance of the

fiscal year of the Association in which such assessment is made. The annual assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such assessments in installments.

5.7 Duties of the Association.

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

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

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

5.8 Non-payment of Assessments: Remedies of Association.

5.8.1 If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such assessment was made, and such lien shall be

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Mortgagees or at least two-thirds of the Mortgagees requesting notice of such actions provided, however, that any such amendment of this Declaration shall require prior written approval of Declarant so long as Declarant owns at least three (3) Lots within Willow Lakes East. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Declarant when its approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the Office of the Recorder of Johnson County. No such amendment shall effect a modification of zoning covenants or commitments undertaken in connection with any rezoning without the prior approval of the Johnson County Plan Commission.

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

The Association shall maintain a fidelity bond indemnifying the Association, the Board of Directors and the Lot Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of three (3) months' assessments on all Lots in Willow Lakes East, plus the Association's reserve funds.

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

6.7 Condemnation, Destruction. In the event that any of the Common Areas shall be condemned or taken by any competent public authority, or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interests of the Owners in any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied, first, to the restoration and repair of any Common Area condemned, damaged, or destroyed, to the extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Common Area or turned over to the Owners in proportion to their Pro-Rata Shares, whichever may be determined by a majority vote of the members of the Association. Each Owner shall be responsible for pursuing his own action for damages to his Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Common Areas; provided, however, that upon request of any Owner(s), the Association shall pursue such claims on such requesting Owner(s) behalf, and shall turn any recoveries for such Owners over to such Owners directly. The Association shall notify all Mortgagees of which it has notice of any condemnation, damage, or destruction of any Common Area.

6.8 Mortgagees' Rights. The mortgagees shall have the right, at their option, jointly or severally, to pay taxes or other charges which are in default or which may or have become a charge against the Common Area, to pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Common Area, and Mortgagees making such payment shall be owed immediate reimbursement therefor from the Association.

7 EXPANSION OF SUBDIVISION

7.1 Method and Scope of Expansion. Declarant, at its option, and from time to time, may expand Willow Lakes East to include all or any parts of the tract described in the attached Exhibit B, by the addition of further sections consisting of one or more Lots and any Common Area which in the discretion of Declarant is appropriate for addition with such section. Such further sections, if added, shall be added by the recordation of a Plat of such section, consistent in detail and layout with Plats of sections previously recorded, and by the recordation of a supplemental declaration

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imposing upon such section the terms and conditions of this Declaration, together with any provisions particular to such section. Declarant hereby covenants that the total number of Lots in Willow Lakes East shall not exceed one hundred seventy (170) and that no real estate shall be added thereto which is not within that described in Exhibit B.

7.2 Time for Expansion. No additional sections shall be added after the date which is fifteen (15) years after the date on which the first Plat for Willow Lakes East was recorded.

8 GENERAL PROVISIONS

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

8.2 Scope of Covenants. Declarant and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, are deemed to have agreed to each and every one of the various terms, Covenants, conditions, contained in this Declaration, and the same shall be of mutual and reciprocal benefit to Declarant and each Owner of each Lot. Declarant and each Owner shall be entitled to enforce this Declaration against any Owner to the full extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement at law or in equity. Each Owner shall be liable for any failure to fully comply with all of the terms, Covenants, and conditions, contained in this Declaration only so long as each such Owner shall have any interest in any Lot; provided, however, that the relinquishing of all of such interest shall not operate to release any Owner from liability for a failure to comply with this Declaration which occurred while said Owner had such interest.

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

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

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8.5 Rights of Mortgagees. Except to the extent otherwise provided in Section 5, no breach of this Declaration shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the Real Estate; provided, however, that if all or any portion of said Real Estate is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this Declaration. The provisions of Section 7 hereinabove notwithstanding, neither the Owners nor the Association shall have any right to make any amendment to this Declaration which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.

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

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

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

8.9 Limitations and Declarant's Rights. Any notice to or approval by Declarant under any provision of this Declaration shall not be necessary after such time as Declarant owns fewer than three (3) Lots within Willow Lakes East.

8.10 Deed Clause to Implement Declaration. Each Owner covenants and agrees that it will not execute or deliver any deed or conveyance of a fee title interest in any Lot, or any portion thereof, unless such deed or conveyance contains a clause substantially as follows:

"By acceptance and recording of this conveyance, the Grantee herein covenants and agrees to be bound by the Declaration of Covenants and Restrictions For Willow Lakes East pertaining to the Real Estate hereby granted, which is recorded in the Office of the Recorder of Johnson County, Indiana", and properly identifying the instrument number therein. However, the failure to include such

clause shall not have any effect on this Declaration or the enforceability thereof against any Owner of any interest in any portion of the Real Estate.

8.11 Annexation Waiver. All Lot owners who subsequently tap into or are connected with the sewer system provided for in this subdivision as described in this Plat, release their right to object, remonstrate or appeal against pending or future annexation by the City of Greenwood pursuant to a certain contract dated January 28, 1991 and amended contract dated June 11, 1992 and recorded in the Johnson County Recorder's Office at Misc. Record Book 063, Page 223 and Misc. Record Book 64, Page 714, respectively.

8.12 Provision Against Merger. Declarant hereby intends that the Real Estate shall be subject to this Declaration, that the covenants contained herein shall not be merged into the title of the Declarant regardless of whether Declarant is the fee title owner of all or any part of the Real Estate at the time this Declaration is executed or recorded.

8.13 Reservations of Declarant. The provisions of Section 6 hereof notwithstanding, Declarant hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Declarant, so long as Declarant owns at least three (3) Lots within Willow Lakes East without the approval or consent of the Owners or Mortgagees of the Lots provided that Declarant shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Declaration to any Owner, or substantially increases the obligations imposed by this Declaration on any Owner.

8.14 Rights to Common Areas. Title to all Common Areas shall be held in the Association, and each Owner shall have, as non-exclusive, reciprocal easements appurtenant to his Lot, the right to the use of all Common Areas as open spaces and the right of access to and use of the Drainage System, the Sewage System, and all utility lines and mains abutting or adjacent to his Lots provided, however, that no Owner's use of any Common Area shall materially interfere with any other Owner's use thereof. In the event that any Owner's use of any Common Area causes such an interference, the Association or any Owner shall have all rights and remedies provided at law or in equity, for such interference.

8.15 Transfer of Control of Owner's Association and Quitclaim Deed of Common Areas. Declarant shall transfer control of the Owner's Association to the Lot Owners and give a Quitclaim Deed for the Common Areas to the Association no later than the earlier of (a) four months after three-fourths (3/4) of the Lots have been conveyed to Lot purchasers or (b) seven (7) years after the first Lot is conveyed.

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

THOMAS HOMES, INC.

BY: Norman R. Thomas, Pres.
Norman R. Thomas, President

STATE OF INDIANA)
COUNTY OF JOHNSON) SS:

Before me, a Notary Public in and for said County and State, personally appeared Norman R. Thomas, President of Thomas Homes, Inc., who acknowledged the execution of the foregoing, and who having been duly sworn upon his oath stated that the representations therein contained are true.

William M. Walz
Notary Public
Printed: William M. Walz
County of Residence: Johnson

My commission expires:

2/24/95

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This document prepared by:
William M Walz, Attorney at Law
VAN VALER & WILLIAMS
300 South Madison Avenue, Suite 400
P.O. Box 405
Greenwood, Indiana 46142

DECLARATION
June 17, 1992

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LEGAL DESCRIPTION

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID EAST HALF QUARTER SECTION; THENCE NORTH 00 DEGREES 45 MINUTES 01 SECOND EAST 2670.34 FEET ALONG THE WEST LINE OF SAID HALF QUARTER SECTION TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 02 MINUTES 19 SECONDS EAST 1323.73 FEET ALONG THE NORTH LINE OF SAID HALF QUARTER SECTION TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 51 MINUTES 43 SECONDS WEST, 2674.90 FEET ALONG THE EAST LINE OF SAID HALF QUARTER SECTION TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 88 DEGREES 52 MINUTES 48 SECONDS WEST, 1317.10 FEET ALONG THE SOUTH LINE OF SAID HALF QUARTER SECTION TO THE BEGINNING POINT OF THIS DESCRIPTION, CONTAINING, 81.092 ACRES, MORE OR LESS. SUBJECT TO ALL LEGAL EASEMENTS, RIGHTS-OF-WAYS AND RESTRICTIONS OF RECORD.

JUN 17 3 59 PM '92

RECEIVED FOR RECORD
BOOK *64* PAGE *730*
JACQUILINE E. KELLER
JOHNSON COUNTY RECORDER

EXHIBIT "B"

93026756

AMENDMENT AND SUPPLEMENT TO
DECLARATION OF COVENANTS CONDITIONS
AND RESTRICTIONS FOR WILLOW LAKES EAST

THIS AMENDMENT AND SUPPLEMENT made this 22nd day of November, 1993 by THOMAS HOMES, INC. ("Declarant") to amend and supplement the Declaration of Covenants Conditions and Restrictions for WILLOW LAKES EAST made June 17, 1992, and recorded in the Office of the Recorder of Johnson County, Indiana on June 17, 1992 as Instrument No. 92011649, Book 64, Page 730 ("Declaration"),

WITNESSETH THAT:

WHEREAS, Thomas Homes, Inc. was the Declarant in the above-mentioned Declaration; and

WHEREAS, Section 8.13 of the Declaration reserves the right for Declarant to make amendments to the Declaration so long as Declarant owns at least three (3) lots within Willow Lakes East; and

WHEREAS, Declarant owns more than three (3) lots within Willow Lakes East on the date hereof; and

WHEREAS, Declarant platted a portion of the real estate subject to this Declaration as Willow Lakes East, Section One on June 15, 1992 in the office of the Recorder of Johnson County, Book C, Page 538 A & B; and

WHEREAS, Declarant further platted a portion of the real estate subject to this Declaration as Willow Lakes East Section Two on November 22, 1993, in the Office of the Recorder of Johnson County, Book C, Page 605 A & B; and

WHEREAS, Section 7 of the Declaration requires that if the Declarant adds further sections expanding Willow Lakes East an Amendment and Supplemental Declaration shall be recorded imposing the terms and conditions of this Declaration upon such sections;

NOW, THEREFORE, pursuant to Section 7 and Section 8.13, the Declarant hereby amends and supplements the Declaration as follows:

1. Expansion of Willow Lakes East.

Willow Lakes East is hereby expanded to include, and the Declarant hereby imposes the terms and conditions of the Declaration and this Amendment and Supplement upon, the real estate described as Willow Lakes East Section Two,

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the plat of which was recorded in the Office of the Recorder of Johnson County, Indiana on November 22, 1993, Book 7, Page 605750.

2. Lake Area as Part of Drainage System.

"Lake Area," is hereby inserted after the words "Common Areas," in the Section 2.9 definition of "Drainage System".

3. Siding Restrictions and Brick Requirement.

The following provision shall be inserted as Section 3.32:

3.32 Siding Restrictions and Brick Requirement.
All structures must be at least two-thirds (2/3) brick on the first floor. No aluminum siding or vinyl shall be used on siding or soffits.

4. Maintenance of Drainage System

4.1 Drainage System in Sections Two and Future Sections Three and Four: The Owners of Lots within Willow Lakes East Sections Two and future sections Three and Four of Willow Lakes East shall be responsible, on a pro-rata basis, for all costs and expenses, including but not limited to the costs for maintenance, repair, taxes, insurance and management ("Drainage System Expenses") associated with the Drainage System within all of Willow Lakes East, excepting that portion located within the streets right-of-way, and further excepting entirely that portion located within Section One. The Association shall be responsible for Drainage System Expenses within the Lake Area but not any expenses relating to the Lake Lot Owners ownership, recreational use or aesthetic improvements and not essential to the functioning of the Drainage System. (Both the Association and the Lake Lot Owners are authorized to procure liability insurance to cover their respective interests). The Drainage System Expenses shall specifically include the responsibility to restore the temporary easements for dredging equipment placement, (as shown on the plat of Willow Lakes Section Two and Three) which arise and are effective only during the period necessary for utilization in connection with Lake Area dredging activities, to as near as is practical the condition of the property affected

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as it existed prior to each utilization of the temporary easements for dredging purposes.

4.2 **Administration by Association:** Assessments for all Expenses associated with Drainage System maintenance and/or repair levied, pursuant to this Amendment and Settlement, shall be administered by the Association and identified as the Drainage System Assessment which shall be separate and distinct from the Common Expenses.

5. **Lake Area.**

5.1 **Ownership:** The Lake Area within Willow Lakes East Section Two as shown on the recorded plat thereof and bounding Section Three ("Lake Area") shall be owned in fee simple by the owners of Lots 49 through 56 and Lots 58 through 61 in Willow Lakes East Section Two and Lots numbered 98-105 in Willow Lakes East Section Three ("Lake Lots"), the owners of said Lots ("Lake Lot Owner(s)") each having an equal and undivided one-twentieth (1/20) tenants in common interest.

5.2 **Lake Drainage Easement:** The Association shall have a permanent easement over, across and under the Lake Area for the purpose of improving, altering, maintaining, dredging, regrading, reconstructing and/or repairing the Lake Area, and all facilities, improvements and appurtenances thereto, as may be necessary for the Lake Area to properly function, serve and provide its intended storm water retention and related Drainage System or drainage benefits to Willow Lakes East, ("Drainage Easement") together with the temporary easement for placement of dredging equipment, as shown on the Plat, if and when such equipment is necessary for the proper maintenance of the Lake Area.

5.3 **Private Use:** The Lake Lot Owners together with guests in their presence, shall have the exclusive rights to the use and enjoyment of said lake within the Lake Area, provided, however, such use and enjoyment of said lake may not interfere with the Drainage System of which the lake is a part and subject to the Association's easement for the maintenance of the Drainage System as provided herein and on the Plat.

5.4 Declarant Control: Until such time as Declarant may, in its discretion, determine to relinquish control of the Lake Area, but in no case prior to such time as fifteen (15) Lake Lots are sold, it shall be the responsibility of the Declarant, its successors and assigns, for the maintenance, repair, upkeep and control of said lake and Lake Area. To this end, Declarant shall possess the authority to establish and thereafter shall distribute to each Lake Lot Owner reasonable rules and regulations concerning use of the lake and Lake Area.

5.5 Board of Managers: Upon the determination of Declarant to relinquish control of the Lake Area pursuant to this Amendment and Supplement, the Lake Lot Owners shall form an association in which each Lake Lot Owner shall have one vote in the selection of a Board of Managers which shall consist of not less than three nor more than nine members. Thereafter, on the first Saturday in March of each calendar year, the voting members shall elect the Board of Managers for the ensuing year to a term commencing April 1st and expiring March 31st.

5.6 Rules, Regulations and Lake Assessments: The Board of Managers shall thereafter be responsible for establishing rules and regulations pertaining to Lake Area usage as well as establishing an annual budget to assure adequate maintenance, upkeep and repair of the Lake Area property including the and surrounding easements. Such budget shall be established annually on or before April 1st of each year for the ensuing twelve (12) month period.

5.7 The Board shall specifically adopt rules and regulations relating to landscaping, tiering, terracing, sea-walls or other shoreline protection or decoration, docks, fountains, lighting and other such water and shoreline structures or facilities. No such structures or facilities shall be installed, placed or constructed without the prior approval of the Board of Managers. The Board of Managers shall in no case approve any facilities or structures which in any way negatively effect the drainage functions of the lake or the Drainage Easement rights held by the Association.

- 5.8 Payment of Assessments: Assessments shall be equally paid by each Lake Lot Owner within thirty days from the date of billing, and there shall be a late charge of 2% per month on all delinquent payments.
- 5.9 Lien Rights: Assessments for maintenance shall be a lien upon the Lake Lots subordinate only to the lien of a first mortgage, which lien can be enforced by the Board of Managers or any Lake Lot Owner. By acceptance of deed of title to these Lake Lots, the grantee consents to the lien of assessment and its enforcement provisions together with the costs of collection including reasonable attorneys' fees.
- 5.10 Disputes: In the event of a dispute arising from the maintenance, repair and upkeep of the Lake Area, any Lake Lot Owner upon giving notice in writing designating a time and place not less than seven (7) days from date of notice, which time may be shortened in case of dire emergency, at which meeting, by a majority vote, such dispute shall be resolved.
- 5.11 Non-Liability of Board of Managers: The Board of Managers shall not be held personally liable in the discharge of their official duties except for willful and wanton misconduct, and there may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the Board of Managers as well as public liability and property damage insurance covering all voting members for liabilities incurred by reason of their being a Lake Lot Owner.
- 5.12 Non-Disturbance of Lake Area: Lake Lot Owner or third party shall do or permit to be done any action or activity which could result in pollution of the Lake Area, diversion of water, elevation of lake level, earth disturbance resulting in silting or any conduct which could result in an adverse affect upon water quality, drainage of the subdivision or proper Lake Area management.
- 5.13 Enforcement of Lake Area Rules: The Board of Managers, in behalf of the Lake Lot Owner, or any individual Lake Lot Owner, shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction

of, or violation of, any properly promulgated, rules and regulations or damage caused to the Lake Area, recreational or aesthetic improvements together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorneys' fees.

5.14 Enforcement of Drainage Easement: The Association or the Johnson County Drainage Board shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of, or violation of, any properly promulgated rules and regulations or damage caused to the Lake Area or interference with the Association's Lake Area Drainage Easement or the functioning of the Drainage System for Willow Lakes East together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorneys' fees.

6. Amendments to this Amendment and Supplement. Declarant, at his sole discretion, reserves the right to amend this Amendment and Supplement so long as Declarant owns more than three (3) Lots in Willow Lakes East, Section Two provided such amendments do not substantially reduce the Lot Owners' rights hereunder.

All provisions of the Declaration, to the extent they are not inconsistent with the amendments and supplements made herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment and Supplement to be executed on this 22nd day of November, 1993.

THOMAS HOMES, INC.

By: *Norman R. Thomas, President*
Norman R. Thomas, President

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STATE OF INDIANA }
COUNTY OF JOHNSON } SS:

Before me, a Notary Public, in and for said State and County, appeared THOMAS HOMES, INC., by its president NORMAN R. THOMAS, who acknowledged, subscribed and swore to the provisions of the foregoing Amendment And Supplement To Declaration Of Covenants Conditions And Restrictions for Willow Lakes East, this 22nd day of November, 1993.

My Commission Expires:

6/19/95

Joe N. Van Valer
Notary Public, JOE N. VAN VALER
Resident of Windsor County, IN

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This document prepared by:
WILLIAM M. WALTZ, Attorney at Law
VAN VALER WILLIAMS & HEWITT
300 South Madison Ave., Suite 400
P.O. Box 405
Greenwood, Indiana 46142
(317) 888-1121



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SECOND AMENDMENT AND SUPPLEMENT TO
DECLARATION OF COVENANTS CONDITIONS
AND RESTRICTIONS FOR WILLOW LAKES EAST

THIS AMENDMENT AND SUPPLEMENT made this 29th day of AUGUST, 1994 by THOMAS HOMES, INC. ("Declarant") to amend and supplement the Declaration of Covenants Conditions and Restrictions for WILLOW LAKES EAST made June 17, 1992, and recorded in the Office of the Recorder of Johnson County, Indiana on June 17, 1992 as Instrument No. 92011649, in Book 64, Page 730 and the Amendment and Supplement thereto recorded November 22, 1993 as Instrument No. 93026756, in Book 66, Page 509 (together the "Declaration").

WITNESSETH THAT:

WHEREAS, Thomas Homes, Inc. was the Declarant in the above-mentioned Declaration; and

WHEREAS, Section 8.13 of the Declaration reserves the right for Declarant to make amendments to the Declaration so long as Declarant owns at least three (3) lots within Willow Lakes East; and

WHEREAS, Declarant owns more than three (3) lots within Willow Lakes East on the date hereof; and

WHEREAS, Declarant plotted a portion of the real estate subject to this Declaration as Willow Lakes East, Section One on June 15, 1992 in the office of the Recorder of Johnson County, Book C, Page 538 A & B and Willow Lakes East Section Two on November 22, 1993 in Book C, Page 605 A and B; and

WHEREAS, Declarant further platted a portion of the real estate subject to this Declaration as, Willow Lakes East Section Three on AUGUST 29, 1994, in the Office of the Recorder of Johnson County, Book C, Page 605 A & B; and

WHEREAS, Section 7 of the Declaration requires that if the Declarant adds further sections expanding Willow Lakes East an Amendment and Supplemental Declaration shall be recorded imposing the terms and conditions of this Declaration upon such sections;

NOW, THEREFORE, pursuant to Section 7 and Section 8.13, the Declarant hereby amends and supplements the Declaration as follows:

1 Expansion of Willow Lakes East

Willow Lakes East is hereby expanded to include, and the Declarant hereby imposes the terms and conditions of the Declaration and this Second Amendment and Supplement upon, the real estate described as Willow Lakes East

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THIRD AMENDMENT AND SUPPLEMENT TO
DECLARATION OF COVENANTS CONDITIONS
AND RESTRICTIONS FOR WILLOW LAKES EAST

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THIS AMENDMENT AND SUPPLEMENT made this 14 day of September, 1996 by THOMAS HOMES, INC., Norman R. Thomas, President ("Declarant") to amend and supplement the Declaration of Covenants Conditions and Restrictions for WILLOW LAKES EAST made June 17, 1992, and recorded in the Office of the Recorder of Johnson County, Indiana on June 17, 1992, as Instrument No. 92011649, in Book 64, Page 730, and the Amendment and Supplement thereto recorded November 22, 1993, as Instrument No. 93026756, in Book 66, Page 509, and the Amendment and Supplement thereto recorded August 29, 1994, as Instrument No. 94019564, in Book 67, Page 641 (together the "Declaration").

WITNESSETH THAT:

WHEREAS, Thomas Homes, Inc. was the Declarant in the above-mentioned Declaration; and

WHEREAS, Section 8.13 of the Declaration reserves the right for Declarant to make amendments to the Declaration so long as Declarant owns at least three (3) lots within Willow Lakes East; and

WHEREAS, Declarant owns more than three (3) lots within Willow Lakes East on the date hereof; and

WHEREAS, Declarant platted a portion of the real estate subject to this Declaration as Willow Lakes East, Section One on June 15, 1992, in the office of the Recorder of Johnson County, Book C, Page 538 A & B, and Willow Lakes East, Section Two on November 22, 1993, in Book C, Page 605 A & B, and Willow Lakes East, Section Three on August 29, 1994, in Book C, Page 646 A & B; and

WHEREAS, Declarant further platted a portion of the real estate subject to this Declaration as, Willow Lakes East, Section Four on 9-17, 1996, in the Office of the Recorder of Johnson County, Book C, Page 792; and A.B.C.

WHEREAS, Section 7 of the Declaration requires that if the Declarant adds further sections expanding Willow Lakes East an Amendment and Supplemental Declaration shall be recorded imposing the terms and conditions of this Declaration upon such sections;

NOW, THEREFORE, pursuant to Section 7 and Section 8.13, the Declarant hereby amends and supplements the Declaration as follows:

1. Expansion of Willow Lakes East.

Willow Lakes East is hereby expanded to include, and the Declarant hereby imposes the terms and conditions of the Declaration and this Third Amendment and Supplement upon, the real estate described as Willow Lakes East, Section Four, the

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