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ONLY VALID FOR EXAMINATION
SUBJECT TO FINAL ACCEPTANCE

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WOLF RUN**

THIS DECLARATION made this 22 day of JULY, 2004, Bay Communities, LLC,
(hereinafter referred to as Declarant).

WITNESSETH:

WHEREAS, Declarant is the owner of all of the lands contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands will, along with contiguous real estate to be acquired by the Declarant in the future, all eventually be subdivided and known as **Wolf Run** (hereinafter referred to as the Development"), and will be more particularly described in the plat thereof to be recorded in several sections in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant is about to sell and convey the residential lots situated within certain areas of the platted Development and before doing so desires to subject and impose upon all real estate within said present and future platted areas of the Development, mutual and beneficial covenants and restrictions and charges under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and future home owners therein and thereof.

NOW, THEREFORE, Declarant hereby declares that all of the platted lots and lands located within the Development, as they become platted, are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in Wolf Run, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the development as a whole and of each of said lots situated therein. All of the covenants, conditions and restrictions shall run with the land and shall be binding upon Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of Declarant=s successors in title to any real estate in the Development..

1. **Drainage and Utility Easements** - There are strips and parcels of ground as shown on the plat marked Landscape, Drainage and/or Utility Easement (L, DU & SE) which are hereby reserved for the use of landscaping, public utilities, including but not limited to drainage structures, swales and improvements, and sanitary sewer, but not including transportation companies, for the installation and maintenance of poles, mains, laterals, ducts, swales, drains, lines, cables, wires, and the like, subject at all times to the proper authorities and to the easements herein granted and reserved, and such other further public service facilities as the Declarant or the owner of record after sale, may deem necessary along, through, in, over and under the strips of land shown on this plat. The Declarant, and/or the Property Owner's Association shall have the right to negotiate and grant additional easement rights through and upon said reserved easement areas as are reasonable and necessary to benefit the residents and/or to reasonably resolve disputes involving a lot owner. However, no Lot Owner shall make any changes within the areas reserved as such easements without the permission of the Declarant and/or the applicable municipal authority, as applicable.

2. **Building and Grounds Maintenance** - The owner or party in possession of each lot in the Development shall conform to the following standards:

- a) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
- b) Remove all debris or rubbish;
- c) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development;

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ASSESSOR

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- d) Cut down and remove dead trees;
- e) Where applicable, prevent debris, foreign material, toxic, hazardous, or damaging materials or substances, from entering drainage areas, swales, and/or storm sewers;
- f) Keep the exterior of all improvements in such a state of repair and maintenance as to avoid their becoming unsightly or detracting from the value of the general neighborhood;
- g) Regularly treat or cause to be treated the lawn areas against weed and insect infestation;
- h) Comply fully with all provisions of these Covenants; all provisions of the Development Statement for the planned unit development approved as a part of the rezoning of the property in Case No. 2003 ZON-060 (2003-DP-008); and the rulings and decisions of the Declarant, the Association, and/or the Architectural Control Committee.

In the event that any owner of a lot shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association, the Declarant or the owner or owners of any lot in Wolf Run shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said lot and repair, mow, clean, or perform such other acts as may be reasonably necessary to make such lot and the improvement(s) situated thereon, if any, conform to the requirements of these Restrictions. The cost thereof shall be an expense of the lot owner, and the party who performs and/or initially pays for such work shall have a lien against said lot for the expense thereof, including court costs and reasonable attorney fees. Such lien may be formalized via a recorded Notice of Intent to Hold Lien being recorded against the Lot; but the lien shall be valid without the actual recordation of same. Neither the Declarant, nor any of its agents, employees or contractors shall be liable for any damage which may result from any work performed pursuant to this Section.

3. **Setback Lines** - Front building setback lines (BL) shall be established on the plat; but shall not be less than twenty five (25) feet from the street right of way. The minimum rear yard shall be twenty five (25) feet.

A. **Side Yard Setback.** The standard minimum side yard setback for each lot within the subdivision is four (4) feet. However, the residences on abutting lots shall not be located less than fifteen (15) feet apart.

In the event a building is erected on more than one single lot, these restrictions shall be based on the lot width at the Building Line of the combined lots, and shall apply to the side lines of the extreme boundary of the multiple lots. In the event of a discrepancy between this Declaration and a recorded plat, this Declaration shall control.

4. **Use Restrictions** - All lots in this subdivision shall be known and designated as residential lots. No business buildings shall be erected on said lots and no business may be conducted on any part thereof. Without prior approval of the Architectural Control Committee, no structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single family dwelling, one story or multi-storied. Plans for each residence must be submitted for review by Declarant, and are subject to Declarant=s right to reject or approve same. There shall be no carports permitted; nor any side gravel or dirt drives. No structure shall be located in any drainage, sewer, or utility easement, other than a fence which shall be subject to removal at the Lot Owners expense, in order to access said easement area. There shall be no above ground swimming pools permitted. No antennae shall be permitted other than a satellite disk less than thirty inches (30") in diameter. No RV=s, trailers, boats or boat trailers, inoperable vehicles, or unlicensed vehicles may be stored outside. No side gravel drives or gravel parking areas shall be permitted.

A. **Outbuildings** No outbuildings (defined as including those with and without a permanent foundation) shall be permitted, with the exception that mini barns/storage buildings MAY be approved by the applicable ARC, if said building is less than 150 square feet in size, is not constructed of metal, tin, aluminum or the like, the color of

the roof shingles match the house, the siding is painted to match the house, and a commitment is made to regularly maintain said building to these standards or any others imposed by said committee. Further, any such building shall not be placed in an area described as a drainage, legal drain, or utility easement. An outbuilding on a perimeter lot, if any, shall also have a roof pitch of not less than 5/12.

5. Common Area, Lakes, Landscaping and Retention Areas, Street Lights, Snow Removal - The Plat indicates Blocks of land and/or areas indicated as Common Areas, some of which contain ponds, landscaped areas, entry improvements and signage, common improvements, etc, which shall be conveyed by the Declarant to the entity established as the Association, as hereinafter provided.

The ponds and drainage easements thereto shall become a part of the storm water drainage system of Wolf Run and shall run to the Department of Capital Asset Management of the City of Indianapolis. No lot owner or other person, firm or corporation shall alter, impair or impede the drainage system and all lot owners shall be subject to regulation by the public authority having jurisdiction and by the Association as hereinafter set forth. The retention lakes shall be for drainage and passive recreational purposes only; and no wading, swimming, boating, or ice skating, therein or thereupon, are permitted.

The Association, as hereinafter described, shall own such Blocks and/or Common Areas and/or landscaped areas and, through its Bylaws and regulations, control the water quality and condition of any retention pond located thereupon. The landscaping contained upon such Common Areas, and any other improvements, including but not limited to any perimeter fencing on said Common Areas, the subdivision signage, other landscaped and/or common areas, and any structures related to the entrances, shall be regularly planted, replanted, and/or maintained by the Association for the beautification of Wolf Run. Landscaping shall be also be designed and installed by Declarant in compliance with the Development Statement at various points within the Common Areas, the edge of the right-of-way and/or along the perimeter of the Development. The care and maintenance of same shall all be the responsibility of the Association.

Evergreen trees to be planted by the Declarant or any successor Developer shall be not include any species of White Pine.

Any type of recreational facility or area which is conveyed to the Association, shall be managed, maintained, and be the full responsibility of the Association, subject to any restrictions imposed by Declarant at the time of transfer.

Decorative street lights shall be installed by the Declarant/developer at the main entrance and street intersections within the subdivision, during the initial development of the subdivision. These lights shall be maintained by the Association, which shall also pay all utility costs related thereto.

The Association shall supplement the municipal snow removal services as necessary, and shall pay all costs related to hiring private contractors as required.

6. Property Owners Association - A property owners association is or shall be created which is anticipated to be named Wolf Run HOA, Inc. (the Association), an Indiana nonprofit corporation, prior to the completion of the subdivision. The Bylaws of the Association are incorporated herein as necessary, by reference.

7. Power of Assessment and Collection - The Association shall have all the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy uniform annual assessments and other special assessments against the lots within the Development as set forth herein and in the Bylaws of the Association.

8. Membership and Voting Rights - Every owner of a lot shall be a member of the Association. For purposes of determining classes of membership, a Class A member shall be the owner of any conveyed lot containing a home

thereon, and a Class B member shall be the owner of any undeveloped platted lot; and each reference to a lot in this Declaration shall be deemed to be a conveyed lot containing a home, or an un-conveyed, platted or un-platted lot, respectively, as more particularly set forth as follows. The Association shall have two (2) classes of membership:

8.1 **Class A.** Every person, group of persons or entity, other than the Declarant, who is a record owner of a fee interest in any improved lot shall, by this Declaration, be subject to assessment by the Association and shall be classified as a Class A member; provided, however, that any such person, group, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. A Class A membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any lot, then the vote for the membership appurtenant to such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. In the event agreement is not reached, the vote attributable to such lot shall not be cast.

8.2 **Class B.** The Class B members shall be the Declarant, and shall be entitled to three (3) votes for each platted lot owned. Declarant shall have the automatic right to plat, record and sell said lots, without the consent or approval of the Association or any other person, firm or corporation. The Class B membership shall cease and be converted to a Class A membership upon the earlier of the following: 1) 90% of homes on lots are deeded to homeowners; or 2) January 1, 2015. In the event all the lots have not been conveyed to owners or the Class B memberships have not been surrendered by the then holders thereof for cancellation on the books of the Association, Class B memberships existing, if any, at time of cancellation, shall automatically become Class A memberships excepting such Class A memberships shall not be subject to assessment or the lien of assessment until a home is constructed thereon.

9. **Covenant Accepting Assessments** - Each owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges imposed by the Association, and 2) special assessments for capital improvements, other reasonable expenses of the Association, or the collection of damages against certain lots and/or lot owners as herein and/or in the Bylaws. All such assessments are to be established and collected as provided herein and in the Bylaws of the Association.

10. **Commencement of Assessments** - Without regard to any other provisions to the contrary, each conveyed lot shall be subject to assessment as of the date of the initial conveyance of the Lot. The first year's assessment/dues shall be adjusted (pro-rated) according to the number of days remaining in the annual assessment period after the date of initial conveyance of the Lot; and shall be paid by the purchaser/builder at (or at the time of) the closing on the initial conveyance of the Lot. Unless otherwise authorized by the Board, the Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period and provide the membership due notice thereof. Annual assessments may be made payable at more frequent periods than one (1) year by resolution of the Board of Directors of the Association.

11. **Declarant's Exemption from Assessments, and Right to Collect Advances** - The Declarant, as owner of platted or unplatted lots, shall be exempt from any and all assessments. The Declarant shall advance any deficits in usual or ordinary expense until such time as the assessments upon lots with homes thereon is sufficient to meet such expense. However, the Declarant shall have the right to recover any such advances made by Declarant to cover such deficits, from the receipt/collection of any assessments which were assessed prior to date upon which control of the Association is actually turned over to the residents by the Declarant (hereinafter the "Turnover Date").

12. **Uniform Rates** - Both annual and special assessments shall be fixed at a uniform rate for all similarly situated lots, unless said special assessment(s) are necessary to reimburse the Association for funds spent in enforcement of these covenants against specific lot(s), whereupon said uniform rate requirement for similarly situated homes shall

not apply, or as otherwise specified herein. Prior to the Turnover Date, those conveyed lots which do not contain a home MAY be assessed at a lower rate than conveyed lots containing a home; but even in such case the annual assessment shall still be at a uniform rate for all similarly situated lots which do not contain a home. Upon the Turnover Date, the assessment for all conveyed lots which do not contain a home shall increase to the annual assessment applicable to conveyed lots containing a home; and such increase (which shall be due within thirty (30) days after the Turnover Date, shall be pro-rated according to the number of days remaining in the annual assessment period. After the Turnover Date, the annual assessments shall be uniform for all conveyed lots, without regard to whether or not each lot contains a home.

13. Right to Increase Annual Assessments - Because of uncertainties in usual and ordinary common property expenses due to Indiana real property reassessment, costs of energy, insurance, maintenance and landscaping costs or other unforeseeable operating expenses, the Board of Directors of the Association may increase the budgeted initial temporary assessment by a sum not to exceed ten percent (10%) per annum without vote of the membership. However, any such increases shall be documented by normal accounting procedures and distributed to the membership to demonstrate that such increases are attributable to increases in operating expenses and no portion of such increase shall inure to the benefit of the Declarant; and the monies received shall be entirely expended on Association expenses.

The maximum annual assessment per lot may be increased above the maximum percentage set forth above only by a vote of two-thirds (2/3rds) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose.

14. Liens, Charges and Subordination - Any charge levied or assessed against any lot, together with interest, reasonable attorney's fees and other charges and costs hereinafter provided, shall become and remain a lien upon that lot until paid in full, subordinate only to the lien of a first mortgage, and shall also be a personal obligation of the owner or owners of the lot at the time the charge fell due. Such charge shall bear interest as a late charge at a rate of two percent (2%) per month until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction.

The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay the expense or costs, including reasonable attorney's fees, incurred by the Association in collecting same. Every owner of a lot in the subdivision and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified that by acquisition of such interest such person agrees that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid; and shall be held to have conclusively covenanted to pay the Association all charges that the Association shall make pursuant to these covenants and restrictions.

The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. In addition, no sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. However, a first mortgagee is not, at any time, obligated to perform the duty of collection of assessments.

The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association of the payment status of the assessments on a specified lot, and/or that certain assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and for the improvement and maintenance of the properties owned or operated by the Association.

15. Suspension of Privileges - Notwithstanding any other provision contained herein or in the Bylaws, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the right to use the

facilities of the Association of any member or associate member; (i) for any period during which any of the Association=s charges owed by the member or associate member remains unpaid; (ii) during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association; and (iii) during the period of any violation of the Articles of Incorporation, Bylaws or rules and regulations of the Association.

16. Mortgagees Rights - Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned) or the Class A members have given their prior written approval, the Association shall not:

16.1 By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Development, common property or improvements located thereon which are owned directly or indirectly by the Association for the benefit of the lots. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Development by the Association shall not be deemed a transfer within the meaning of this clause.

16.2 Change the method of determining the obligations, assessments, dues or other charges which may be levied against a homeowner.

16.3 By act or omission, change, waive or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or exterior appearance of the homes on lots, the exterior maintenance of the dwellings on lots, the maintenance of common fences or common driveways or the upkeep of lawns and plantings in the Development.

16.4 Fail to maintain fire and extended coverage insurance on insurable common property on current replacement cost basis in an amount not less than one hundred percent (100%) of the insurance value (based on current replacement cost).

16.5 Use hazard insurance proceeds for losses to common property for other than the repair, replacement or reconstruction of such improvements.

16.6 Mortgagees, their successors or assigns, shall have the right to examine the books and records of the Association.

16.7 First mortgagees of homes on lots may, jointly or singly, pay the taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such common property, and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

16.8 No provision of the constituent documents shall give an owner or any other party priority over any rights of first mortgagees of homes within the Development pursuant to their mortgages in the case of a distribution to homeowners of insurance proceeds or condemnation awards for losses to or a taking of common property.

17. Temporary Structures - No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent, nor may any structure of a temporary character be used as a residence or for business purposes, except that used by Declarant or builder(s) during the construction upon and development of the property.

18. Nuisances - No farm animals, fowls, or domestic animals (maintained for food or for commercial purposes) shall be kept or permitted on any lot or lots in the subdivision. No noxious, unlawful or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which is, may be or may

become an annoyance or nuisance. Other than those occasions where a dog or domestic animal (pet) is on a leash being exercised and/or under the direct control of the owner or occupant of a dwelling in Wolf Run, no pet shall be allowed outside the boundaries of its owner's lot. In addition, the owner or occupant of a dwelling shall only allow a pet in their possession to be out of their direct control outside of the dwelling, if such pet is either: (1) kept within a securely fenced area in the rear yard, or; (2) on a secure leash or chain which restricts such pet to the rear yard at least ten feet away from any border of the lot.

19. **Architectural Control** - There shall be created an architectural control committee (the Committee) initially composed of Bruce T. Sklare and such other persons (if any) which the Declarant appoints in its sole discretion. At the point in time when 90% of the total lots within Wolf Run are developed with homes and owned by homeowners, then the initial committee shall turn over authority to the Association, which shall appoint three (3) persons as the Committee from among its members. However, the Declarant shall in all cases retain sole right to approve plans for original construction of a residence on any lot. The Committee shall regulate the external design, appearance, use, location and maintenance of lands subject to these restrictions and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the vegetation and topography.

19.1 **Generally** - No dwelling, building, fence, structure, addition, remodeling, reconstruction, or improvement of any type or kind shall be constructed or placed on any lot in the subdivision without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the owner or builder for the owner of the lot requesting authorization by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction improvement. Such plans shall include plot plans showing 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 Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn on a scale of 1/4" = 1' and all plot plans shall be drawn to a scale of 1" = 30', or to such other scale as the Committee shall require. In addition, all applications for approval of an outbuilding shall include a written statement by the Lot Owner that said outbuilding will be maintained to the standards set forth by the Committee.

19.2 **Sight Visibility** - Regardless of Committee approval, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2') and six (6') feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five feet (25') from the intersection of said street lines or, in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten feet (10') from intersection of a street line with the edge of a driveway pavement or alley line. No tree or landscaping shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

19.3 **Fences, Walls and Screening** - It is the goal of the Committee to keep all fencing or screening as harmonious as possible with the architectural character of the Development. Undue obstruction of view of other amenities from adjoining properties will be taken into consideration by the Committee when reviewing fences for approval. The only fencing allowed shall be in the rear yard. Therefore, fences shall not be nearer to the front of a dwelling than the rear foundation line of the dwelling. In addition, in order to provide for fire department access to the rear of the dwelling, if any portion of the fence is located within four feet of the rear foundation line of the dwelling, a gate, not less than 4 feet in width, shall be placed in the fence not less than ten (10) feet from said rear foundation line. Other than the fencing installed by Declarant, fencing which abuts the outside perimeter of the subdivision must be of a uniform style, design, color and height. Other than fencing installed by the Declarant, no fencing shall be installed on the exterior

street side of any perimeter mounding. The Committee will discourage fencing of the entire back yard due to the effect that this fencing may have on the feeling of spaciousness desired by other lot owners. Approved fencing may be privately installed but must be constructed to professional levels of quality. Fences installed by nonprofessionals will be inspected by the Committee after completion in order to insure that the final product is of a professional quality and final approval of the fence shall be deemed withheld until successful completion of this final review. All fences or screens must be submitted to the Committee for approval.

19.4 Height Restriction - The Declarant is of the opinion that the environmental integrity of the community will be materially lessened if the open nature of the Development is damaged by the proliferation of fences of excessive height.

The Committee, therefore, may approve rear perimeter fences up to four (4) feet in height which otherwise meet these guidelines. The Committee will give consideration to a deviation in their height limit where the rear line of the lot abuts a public roadway or other clearly unique circumstance exists. The use of six foot (6') fences around small patio areas of a backyard of a home in order to secure privacy for the immediate patio area may be permitted. The guidelines for specific fence height restrictions are as follows:

- a) Property fencing and walls shall not exceed four feet (4') above grade unless otherwise approved by the Committee.
- b) The Committee will not ordinarily approve a proposed fence which exceeds four feet (4') in height unless the rear line of that lot abuts a roadway or offers some other circumstances clearly unique to that lot.
- c) Patio screens/privacy fences shall not exceed six feet (6') in height except for pools and other recreational fences as provided therein.
- d) There shall be no fencing, walls or other structures erected and maintained in any area designated 100 year flood way upon Federal Flood Hazard Maps and the plats of Wolf Run.
- e) Other than fencing installed by the Declarant/developer, no fences shall be constructed or located within any drainage, utility or fence maintenance easement.

19.5 Power of Disapproval - The Committee may refuse to grant permission to construct, place or make any requested improvement when:

- a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of the applicable restrictions.
- b) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures.
- c) The proposed improvement or any part thereof would, in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of the other lot owners.

19.6 Duties of Committee - The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of the submitted material shall be retained by the Committee, or copies thereof in a reduced form, for its permanent files and the second copy returned to applicant. 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 for such disapproval.

19.7 Liability of Committee - Neither the Committee, any member thereof or the Declarant shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto. Further, the Committee does not make any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction or the materials to be used.

20. Size of Dwellings and Garages - It is agreed that the minimum square footage of livable space contained in the dwelling built on any lot West of the primary Thompson Road entrance shall be 1500 square feet for one story dwellings and 1800 square feet for a home in excess of one story. It is agreed that the minimum square footage of livable space contained in the dwelling built on any lot East of the primary Thompson Road entrance shall be 1450 square feet for one story dwellings and 1800 square feet for a home in excess of one story. It is further agreed that all homes constructed in Wolf Run shall have at a minimum a two car attached garage capable of storing at least two (2) vehicles, at least 380 square feet in size (not including any garage area used for the furnace, water heater or similar mechanicals).

21. Exterior Construction - Single family detached dwelling(s), and any addition(s) thereto, shall conform to the following restrictions:

- a) The finished exterior may utilize vinyl siding or trim. The use of any exterior material other than brick, stone or wood, all exterior and veneer materials, including but not limited to roof materials, is prohibited unless approved in advance of such application by the Declarant.
- b) Not less than 75% of the homes built in Wolf Run shall contain brick/stone on the entire first floor exterior of the front facing walls of the home (exclusive of doors, windows, chimneys, architectural features, porches and the like).
- c) Commencing with the first perimeter lot along the Senour Road frontage which is South of Big Run Creek, continuing to the South to Thompson Road, and then extending West along Thompson Road, the homes constructed on the first seventeen (17) such perimeter lots shall be covered with brick/stone on not less than the entire first floor exterior of the home (exclusive of doors, windows, chimneys, architectural features, porches and the like).
- d) The first approximately thirteen (13) perimeter lots which are immediately West of the primary entrance along Thompson Road will either be screened by the preservation of at least 51% of the existing specimen trees larger than six inches (6") caliper which are contained in the portion of the Buffer Area immediately South of each of said Lots (as determined on a lot by lot basis), or will contain homes which shall be covered with brick/stone on not less than the entire first floor exterior of the home (exclusive of doors, windows, chimneys, architectural features, porches and the like).
- e) Not less than ten (10) of the remaining perimeter lots along Thompson Road, which are not covered by sections (c) and/or (d) hereinabove, shall contain homes which shall be covered with brick/stone on not less than the entire first floor exterior of the home (exclusive of doors, windows, chimneys, architectural features, porches and the like).
- f) The homes constructed on any remaining perimeter lots along Thompson Road (excluding those the covered by the provisions of section (d) hereinabove) which are not covered with brick/stone on at least the entire first floor exterior of the home (exclusive of doors, windows, chimneys, architectural features, porches and the like), shall be constructed with either a sunroom or screened in porch on the back of the home.
- g) At least one (1) model home must be constructed which is covered with brick/stone on not less than the entire first floor exterior of the home (exclusive of doors, windows, chimneys, architectural features,

porches and the like).

h) Any model home shall contain brick/stone on at least the entire first floor exterior of the front facing walls of the home (exclusive of doors, windows, chimneys, architectural features, porches and the like).

i) No two abutting lots shall be developed with the same house using the same front elevation plan.

j) No heat pumps, air conditioning units or gas meters will be installed in or on the front of a dwelling.

k) If storm doors or storm windows are installed, they must be painted. No unfinished windows or doors will be allowed.

l) All gutters and down-spouts other than copper must be painted or coated.

m) All roof and fireplace flashing other than copper must be painted or coated.

n) All metal roof or range vents will be painted or coated to blend with roof color. Every effort should be made to locate such vents to the rear of the dwelling.

o) All basement and crawl space sump pumps must discharge into retention ponds, or alternate drainage plans must be submitted for Declarant=s approval prior to construction.

p) Every effort should be made to locate all plumbing vent stacks to rear of the dwelling, and to paint such stacks to match the roof or siding.

q) Any addition or reconstruction of a residence which utilized brick in the initial construction, shall maintain the same percentage of brick on the side of the house facing the street.

r) Any addition or reconstruction shall comply with the provisions of this Declaration, and all applicable provisions in the Development Statement for the subdivision.

22. Driveway and Sidewalks - All sidewalks and driveways shall be installed and paved simultaneously with construction of the dwellings. Sidewalks at property lines are to meet flush with no abrupt change in grade from one lot to another; and the portion of the driveway containing the sidewalk must match the abutting sidewalk elevation and angle. The type of construction and materials used on the driveway and/or the sidewalk must first be approved by the Committee. The driveway must be paved with asphalt or concrete along its entire length; and unless otherwise approved by Declarant (after any necessary modification of the Development Statement to permit same) the driveway shall be no less than sixteen (16) feet wide at any point.

23. Mailboxes and Lights - All mailboxes shall be of uniform design and colors, in accordance with the standards set forth by the Committee; and shall be installed by the builder simultaneously with the construction of the dwelling. All homes shall have a garage light on the exterior of the home or in the front yard which will operate by photocell or similar device from dusk to dawn.

24. Signs - Except for marketing and permanent signs that the Declarant may place at the project entrance or entrances, signage placed by the builders at the entrance or on the model lots, no sign of any kind shall be displayed to the public view on any lot; except that one sign of not more than six (6) sq. ft. may be displayed at any time for the purpose of advertising the property for sale or rent, or may be displayed by a builder to advertise the property during construction and sale; so as long as it is not in violation of the Sign Plan approved as a modification to the Development Statement in Case No. 2004-APP-058.

25. Garbage and Refuse Disposal - No lot shall be used or maintained as dumping ground for trash. Rubbish,

garbage or other waste shall not be kept except in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in public view.

26. **Storage Tanks** - Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house so that they are completely concealed from view. Underground storage tanks shall conform to Federal, State and local standards of environmental management.

27. **Private Swimming Pools** - Only permanent in-ground pools with professional construction will be permitted. All backyard pools should be oriented to minimize the potential effect on neighboring lots. All fencing shall conform to state, county and municipal regulations and shall be of harmonious design to the dwelling and adjoining properties. The use of plantings/screenings in the vicinity of the pool will be required to soften the visual and sound effect on adjacent properties.

28. **Shared Common Areas** - Certain common areas and/or improvements which are not dedicated to the public, and are within the boundaries of the original approximately 423 acres which is the subject of the Development Statement (such as the open space and trails along Big Run Creek, for example) are anticipated to eventually be shared and available for use by the residents in all of the separate subdivision(s) which are developed thereupon. In such case, the ownership of, and the all or part of the responsibility for developing, maintaining, and managing these shared common areas/improvements is anticipated to be conveyed to a separate "common area" property owners association which shall be funded by dues from every property owner in all of the subdivisions sharing such areas/improvements. A separate Declaration of Covenants and Restrictions, including provisions similar to the applicable provisions in this document, is hereby expressly incorporated herein, effective as of the date that a separate Declaration regarding said shared common areas (which references this original Declaration, as amended) is actually recorded. The common area association shall have similar mandatory dues and lien rights as contained herein. Each of the subdivisions sharing these areas/improvements shall have representation on the common area association as set forth in the documents establishing and governing such common association. The acceptance of a Deed for a Lot in Wolf Run is acknowledgement of the fact that the Lot is transferred and will be forever held, subject also to the terms of the Declaration, the Articles, the By-Laws, and the future rules, amendments, additions, rights, obligations, and actions, of the proposed common area association for these shared common areas/improvements.

29. **Enforcement of Restrictions** - In the event there shall be any violation or attempted violation of any of these restrictions, it shall be lawful for the undersigned, the Association, or for any person owning any real property in this subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions, and either to prevent him or them from doing so or to recover damages from such violation, but neither the Declarant nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these covenants and restrictions.

No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation to a violation of any one or more of these covenants and restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these covenants and restrictions.

30. **Additional Acquired Property** - This Declaration shall apply to all sections of Wolf Run, as each section is platted; including but not limited to any additional real estate which is added to the development after the date of this Declaration. Any and all plat(s) for any section(s) of Wolf Run shall be subject to this Declaration simply by reference to the originally recorded Declaration, as amended, in each such Plat. However, even in the absence of such reference, all such sections of Wolf Run shall be deemed subject to this Declaration.

31. **General Provisions** - The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the owners of lots subject to such restrictions, subject to those mortgagees' rights set forth in paragraphs 14 and 16 above. Provided, however, that until all of the lots are sold in this subdivision by the

undersigned, any such amendment of these restrictions shall require prior written approval of the Declarant. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph and recorded in the Marion County Recorder's Office.

32. **Effect of Becoming an Owner** - The owners of any lot subject to these covenants and restrictions, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every covenants, restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the owner acknowledges the rights and powers of Declarant with respect to these covenants and restrictions; and also for themselves, their heirs, personal representatives, successors and assigns, such owners covenant and agree and consent to and with Declarant and to and with the owners and subsequent owners of each of the lots affected by these covenants and restrictions to keep, observe, comply with and perform such covenants, restrictions and agreements.

33. **Titles** - The underlined titles preceding the various paragraphs and subparagraphs of the covenants and restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the covenants and restrictions. Wherever and whenever applicable, the singular form of any work 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.

34. **Severability** - Every one of the covenants and restrictions is hereby declared to be independent of, and severable from, the rest of the covenants and restrictions and of and from every other one of the covenants and restrictions, and of and from every combination of the covenants and restrictions.

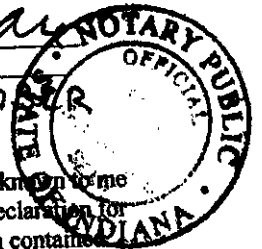
Therefore, if any of the covenants or restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or Arunning@ quality of any other one of the covenants and restrictions.

IN TESTIMONY WHEREOF, witness the signature of Declarant this 22 day of JULY,

2004.

Bay Communities, LLC

By [Signature]
Bruce T. Sklare, as MEMBER



STATE OF INDIANA)
)
COUNTY OF Harrison)

SS:

Before me, a Notary Public in and for County and State, personally appeared Bruce T. Sklare, known to me to be the MEMBER of Bay Communities, LLC, who acknowledged execution of the foregoing Declaration for and on behalf of said company, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 22 day of July, 2004.

My Commission Expires:

3-15-2009

[Signature]
Notary Public, Signature
Roni Schwedel
Notary Public, Printed
HARRISON
County of Residence

Prepared by: David A. Retherford, Attorney at Law, 8801 Southeastern Avenue, Indianapolis, IN - 46239

MARTIN A. WCMACKS
MARION COUNTY AUDITOR

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M

CROSS REFERENCE: Instrument # 2004-0152004
Plat of Wolf Run-Section 1

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DEPARTMENT OF REVENUE
SUBJECT TO FIRST ACCEPTANCE
FOR TRANSFER

**AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WOLF RUN**

THIS DECLARATION, which shall supersede in its entirety the Declaration of Covenants and restrictions of Wolf Run which was executed on July 22, 2004 and recorded on or about August 3, 2004 as Instrument No. 2004-0152003 in the Office of the Recorder of Marion County, Indiana, is made this 5 day of APRIL, 2005, by Bay Communities, LLC (hereinafter referred to as ADeclarant@).

WITNESSETH:

WHEREAS, Declarant is the owner of all of the lands contained in the area shown on and/or legally described in the Exhibit identified as WOLF RUN, which is attached hereto and made a part hereof by this reference, which lands will, along with contiguous real estate to be acquired in the future, all eventually be subdivided as the "Wolf Run Subdivision" (hereinafter generally referred to as the "Development"), and will be more particularly described in the plat thereof to be recorded in several sections in the Office of the Recorder of Marion County, Indiana; and

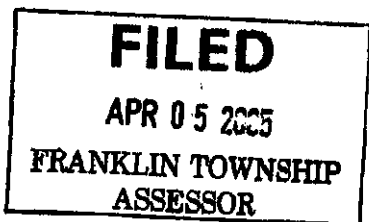
WHEREAS, Declarant is about to sell and convey the residential Lots situated within certain platted areas of the Development and before doing so desires to subject and impose upon all the real estate within said present and future platted areas of the Development, mutual and beneficial covenants and restrictions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the Lots and lands in the Development, and the future Lot Owners therein and thereof.

NOW, THEREFORE, Declarant hereby declares that all of the platted Lots, and lands located within the Development as they become platted, are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said Lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said Lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of Declarant's successors in title to any real estate in the Development.

1 Definitions.

- A. "Act" - shall mean and refer to the Indiana Nonprofit Corporation Act of 1991, as amended, or any successor act.
- B. "Annual Assessment" - amount to be paid to the Association by each Lot Owner/Owner annually.

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- C. **“Articles”** - shall mean and refer to the Articles of Incorporation of the incorporated Association, as the same may be amended from time to time.
- D. **“Assessments”** - collectively refers to Annual Assessments, Lot Assessments and Special Assessments.
- E. **“Association”** – Wolf Run HOA, Inc., an Indiana non-profit corporation, its successors and assigns.
- F. **“Association Documents”** - the articles of incorporation, by-laws, code of regulations and any and all procedures, rules, regulations or policies adopted by the Association or a Committee charged with such regulation by this Declaration as the same may hereafter be amended in accordance with their terms.
- G. **“Board”** - the board of directors of the Association.
- H. **“Builder”** - the person or entity who actually constructs the home built on the respective Lot. The Builder is generally anticipated to be the initial recipient of a Conveyed Lot; and at the time this Declaration is recorded is anticipated to be Ryland Homes.
- I. **“By-Laws”** - shall mean and refer to the Code of By-Laws of the incorporated Association as the same may be amended from time to time.
- J. **“Committee”** – shall mean and refer to the Architectural Control Committee established pursuant to Paragraph 18 of this Declaration.
- K. **“Common Expenses”** - expenses incurred in administration, the upkeep and maintaining the Common Property including but not limited to the payment of property taxes and other assessments, and the performance of all other obligations and actions of the Association.
- L. **“Common Property”** – also **“Common Area”** - all real and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and the enjoyment of the Lot Owners as well as all other portions of the Real Estate shown on any recorded subdivision plat of the Real Estate which are not Lots (or blocks which are to be divided into Lots).
- M. **“Conveyed Lot”** - a platted Lot which has been transferred by the Developer/Declarant to the Builder or the initial Lot Owner.
- N. **“Declarant”** - Bay Communities, LLC and any manager, general partner, shareholder, successor or assign thereof to which Declarant specifically assigns any of the rights of the Declarant under this Declaration by a written instrument.
- O. **“Developer”** - Bay Communities, LLC and any manager, general partner, shareholder, successor or assign thereof to which Developer specifically assigns any of the rights of the Developer under this Declaration by a written instrument.
- P. **“Development Statement”** - the Preliminary Plan for the overall planned unit development of the Development is a part, which was approved in the rezoning of the overall real estate to the D-P classification of the Dwelling Districts Zoning Ordinance in Case No. 2003 ZON-060 (2003-DP-008). The Development Statement sets forth the several applicable development standards and zoning commitments for the Development, and is on file in the City of Indianapolis Department of Metropolitan Development, as the same may hereafter be amended in accordance with their terms..
- Q. **“First Mortgagee”** - the holder of a mortgage against a Lot (and generally the improvements constructed thereon) which is in the first (or primary) position as compared to any other mortgage against said Lot.

R. **"Improvements"** - all buildings and garages; overhead, above-ground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms of landscaping that are more than 30 inches high when fully grown; and all other structures of every type.

S. **"Lot"** - a discrete parcel of real property identified upon the recorded subdivision plat of the Development, or recorded re-subdivision thereof and any other discrete parcel of real property designated by Developer, excluding the Common Property and any portion of the Development dedicated for public use.

T. **"Lot Owner"**- also **"Owner"** - the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding these having an interest merely as security for performance of an obligation and also excluding the Developer.

U. **"Lot Assessment"**- an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Lot Owner of the Lot(s), costs of additional insurance premiums specifically allocable to a Lot Owner, costs of any utility expenses chargeable to a Lot Owner but not separately billed by the utility company, and all other charges reasonably determined to be a Lot Assessment by the Board.

V. **"Manager"** - a person or entity retained by the Board to assist in the management of the Association.

W. **"Member"** - any person or entity entitled to membership in the Association.

X. **"Perimeter Lot"** - generally defined as a Lot which is within 150 feet of the right of way line for either Senour Road or Thompson Road, as applicable, and which is also the first Lot in from said right of way line as measured perpendicular thereto.

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

Z. **"Plat"** - shall mean and refer to the subdivision plat or plats of the Real Estate recorded in the Office of the Recorder of Marion County, Indiana, as the same may be hereafter amended or supplemented.

AA. **"Residence"** - shall mean the dwelling unit or home, and such terms shall be considered one and the same as used interchangeably herein.

BB. **"Restrictions"** - shall mean and refer to the agreements, covenants, conditions, restrictions, easements, assessments, charges, liens and all other provisions set forth in this Declaration, as the same may be amended from time to time.

CC. **"Rules"** - the rules and regulations governing use of the Development and the Common Property, as may be established by the Board from time to time.

DD. **"Special Assessment"** - an assessment levied by the Association against all Lots pursuant to rights granted herein, or at a special meeting of the members of the Association to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of any fund established as a reserve.

EE. **"State"** - the State of Indiana.

FF. **"Turnover Date"** - the date upon which the Declarant/Developer turns over control the Association to the Lot Owners. This shall occur no later than the date upon which 95% of the Lots containing completed homes have been deeded from the Developer/Declarant/Builder to the initial homeowner.

2. **Effect of Becoming an Owner** - The owner(s) of any Lot in the Development, or any Lot or real estate which is otherwise subject to the Restrictions contained in the Declaration, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such Lot, shall accept such deed and/or execute such contract subject to each and every covenants, restriction and agreement herein contained. By acceptance of such deed and/or execution of such contract, the owner (Lot Owner) acknowledges the rights and powers of Declarant with respect to these covenants and restrictions; and also for themselves, their heirs, personal representatives, successors and assigns, such owners covenant and agree and consent to and with Declarant and to and with the owners and subsequent owners of each of the Lots affected by these covenants and restrictions to keep, observe, comply with and perform such covenants, restrictions and agreements.

3. **Drainage, Utility and Other Plat Easements** - There are strips and parcels of ground as shown on the plat marked Landscape, Drainage and/or Utility Easement ("L, DU & SE") which are hereby reserved for the use of landscaping, public utilities (including but not limited to drainage structures, swales and improvements, and sanitary sewer, but not including transportation companies), for the installation and maintenance of poles, mains, laterals, ducts, swales, drains, lines, cables, wires, and the like, subject at all times to the proper authorities and to the easements herein granted and reserved, and such other further public service facilities as the Declarant or the owner of record after sale, may deem necessary along, through, in, over and under the strips of land shown on this plat. In addition, other Plat easements may be created by Declarant pursuant to written instruments recorded in the office of the Recorder of Marion County, including but not limited to entry way easements, pond access easements, common area access easements, woodland preservation easements and public health and safety easements, either separately or in any combination thereof. The Declarant and/or the Association shall have the right to negotiate and grant additional easement rights through and upon said reserved easement areas as are reasonable and necessary to benefit the residents and/or to reasonably resolve disputes. However, no Lot Owner shall modify the Easement, place any improvements within the Easement, modify any improvements within the Easement, change the surface area of any Easement (other than mowing and the like) or otherwise make any changes within the areas reserved as such easements without the prior written permission of the Declarant and/or the applicable municipal authority which benefits from said Easement, as applicable.

4. **Use Restrictions** - The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Declarant and every Lot Owner or occupant, their heirs, successors and assigns, as well as their family members, guests, and invitees. Present or future Lot Owners, the Declarant or the Association shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, including reasonable attorney fees and costs, but there shall be no right of reversion or forfeiture resulting from such violation.

A. **Use of Lots.**

1. **Single Family Residential Usage** - Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence.

2. **Diligence in Construction** - Every building whose construction or placement on any residential Lot in the Development is begun shall be completed within nine (9) months after the beginning of such construction or placement. For the purposes of this paragraph, construction of a residence will be deemed "completed" when the exterior of the residence (including but not limited to the foundation, walls, roof, windows, entry doors, gutters,

downspouts, exterior trim, paved driveway, landscaping and garage/yard light) has been completed in conformity with the approved plans. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage, or, if approval of the applicable casualty insurance is pending, then within three (3) months after such approval is forthcoming.

3. **Prohibition of Used Structures** - All structures constructed or placed on any Lot shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot, except that used brick or other exterior design features utilizing other than new materials may be used if specifically approved by the Committee.

4. **Accessory Outbuildings Prohibited** - No accessory outbuilding, including but not limited to mini-barns or storage sheds, whether or not on a permanent foundation, shall be erected or placed on any Lot.

5. **Occupancy or Residential Use of Partially Completed Residence Prohibited** - No residence constructed on any Lot shall be occupied or used for residential purposes or human habitation until it has been substantially completed. The determination of whether the residence has been substantially completed shall be made by the Committee, and such decision shall be binding on all parties.

6. **Other Restrictions.** All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record appearing on the recorded plat of the subdivision, on recorded easements, rights-of-ways, and also to all governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference.

B. **Use of Common Property or Area** - The Common Property may be used only in accordance with the purposes for which they are intended and for any reasonable purposes incidental to the residential use of a Lot. The retention ponds shall be for drainage and passive recreational purposes only; and no wading, swimming, boating, or ice skating, either therein or thereupon, are permitted. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Lot Owners and occupants, and shall comply with the provisions of this Declaration, the laws of the State, and the Rules. No sewage, garbage, refuse, or other solid, liquid, gaseous or other materials or items (other than storm and surface water drainage) shall be put into any drainage structure or pond, except the Association may take steps to clear and purify the waters thereof by the addition of chemicals or other substances commonly used for such purposes or by providing therein structures and equipment to aerate the same. No Owner or other Person shall take or remove any water from or out of any pond, or utilize the water contained therein for any purposes, including, without limitation, connection with any sprinkler or irrigation systems. No Owner or any other Person shall do or permit any action or activity which could result in the elevation of the level of any pond. No Owner or other person shall construct or place any dock, flotation device or structure in or around any pond. Except as otherwise provided, no Person using a pond, if any, has the right to cross another Lot or trespass upon property not within a Common Area owned by the Association, subject to the rights of the Declarant, the Association, their employees, heirs, successors and assigns as set forth in the Declaration.

C. **Noxious, Offensive, or Hazardous Actions or Materials.** - No noxious or offensive activities shall occur upon on any lot in the Development, nor shall anything be done on any of said Lots that shall be or become an unreasonable annoyance or nuisance to any owner of another Lot in the Development. No residence or Lot shall be used in any unlawful manner or in any manner which might cause injury to the reputation of the subdivision developed or to be developed on the Real Estate, or which might be a nuisance, annoyance, inconvenience or a cause of damage to other Owners and occupants of residences or neighboring property, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines or loud persons. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Property that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. No outside toilets shall be

permitted on any Lot (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to be exposed. This paragraph shall not be construed so as to prohibit the Developer and the Builder from construction activities consistent with its residential construction practices that are otherwise in compliance with applicable laws and ordinances of Marion County, Indiana.

D. Signs. - With the exception of Permitted Signs (described hereinafter in this Section 4(D)), all signs including but not limited to those advertising a garage sale, must be approved by the Association before the sign is placed upon any Lot or Common Area. Permitted Signs shall include only those professionally constructed signs advertising a home for sale on a Lot for sale by a licensed and registered real estate broker/company, non-illuminated and less than or equal to six (6) square feet in size. No more than one Permitted Sign may be displayed in the community by an entity owning multiple Lots. All Permitted Signs advertising a Lot (or a home on a Lot) for sale shall be removed within three (3) business days of the conveyance of the Lot.

Signs advertising a Lot (or a home on a Lot) "For Lease" or "Rent to Own" or something similar are expressly prohibited and may not be placed on any Lot or home constructed thereon.

The Declarant/Developer and the Builder are expressly exempt from the provisions of this Section 4(D) and may post signs on Lots and/or Common Areas owned by each as they deem necessary.

Notwithstanding the foregoing provisions, no sign shall be displayed on the Real Estate which is in violation of the Sign Plan approved as a modification to the Development Statement in Case No. 2004-APP-058, as same may be amended.

E. Animals. - No farm animals, fowls, or domestic animals (maintained for food or for commercial purposes) shall be kept or permitted on any Lot or Lots in the subdivision. The keeping of house cats, dogs, or similar domestic animals traditionally defined as "pets" (not to include swine under any circumstances, nor "exotic" pets unless approved in advance by the Board) shall not be considered a nuisance "per se" in violation of the Restrictions so long as the number of each such type of pet does not exceed two (2) which are over the age of eight (8) weeks. Excessive barking of dog(s) or vicious animals shall constitute a nuisance and in such case the animal may be ordered removed from the Real Estate by the Association. Other than those occasions where a pet is on a leash being exercised and/or under the direct control of the owner or occupant of a dwelling in the Development, no pet shall be allowed outside the boundaries of its owner's Lot. In addition, the Lot Owner or occupant of a dwelling shall only allow a pet in their possession to be out of their direct control outside of the dwelling, if such pet is either: (1) kept within an area on the Lot which is securely fenced with an approved above or below ground fence or enclosure, or; (2) on a secure leash or chain which restricts such pet to the rear yard at least ten (10) feet away from any border of the Lot (with the exception that the initial homeowner may secure a pet in the front yard until the rear yard lawn is established, or one(1) year from the date of Completion, whichever time period is shorter). Owners are responsible for the cleanup of any animal fecal matter or other droppings ("Animal Matter") deposited by animals owned by them or their guests in any Common Area or other Owner's Lot, and the failure to remove any Animal Matter from any Common Area or other Owner's Lot shall subject the Owner to a fine not to exceed \$50.00 per occurrence as determined by the Board.

F. Awnings. - Except on Lots on which there is maintained a sales office or model home by the Declarant or Builder, or as approved by the Committee, no metal, wood, fabric, fiberglass or similar type material awnings or patio covers will be permitted anywhere on the Real Estate.

G. Business. - No garage sale, moving sale, rummage sale or similar activity, and no trade or business may be conducted in or from any Lot, except that an Owner or occupant resident on a Lot may conduct business activities within a residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence, (b) no sign or display is erected that would indicate from the exterior that the residence is being utilized in part for any purpose other than that of a residence; (c) no commodity is sold upon the premises, shipped from the residence or delivered to the residence; (d) no person is

employed/subcontracted other than a member of the immediate family residing in the residence; (e) no manufacture or assembly operations are conducted; (f) the business activity conforms to all zoning requirements for the Real Estate; (g) the business activity does not involve persons coming onto the Real Estate who do not reside in the Real Estate or door-to-door solicitation of residents of the Real Estate; and (h) the business activity is consistent with the residential character of the Real Estate and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Real Estate as may be determined in the sole discretion of the Board. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Lot or residence shall not be considered a trade or business within the meaning of this section. This Section shall not apply to any activity conducted by the Declarant or its affiliates, or the Builder, with respect to its development and sale of the Real Estate and improvements upon Lots which are owned thereby.

H. Storage. - No open storage of any kind is permitted;

I. Hotel/Transient Uses; Leases. - No Lot may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All leases shall be in writing and shall be subject to the Restrictions.

J. Vehicles. - The Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicles on Common Areas. The parking of trucks, commercial vehicles (if otherwise in compliance with applicable laws and ordinances), boats, trailers, snowmobiles, jet skis, campers, recreational vehicles (RVs), or mobile homes shall be parked or stored on the street or on any Lot (except in an enclosed structure completely shielded from view in the case of such vehicles which are otherwise permitted by all applicable laws and ordinances) for any time period longer than forty-eight (48) hours in any thirty (30) day period is prohibited, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots. The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof; or for the storage and/or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and vans and other than any light pickup truck under 1ton in size which is used as an automobile vehicle by an Owner or a member of an Owner's family. The repair of inoperative motor vehicles or the material alteration of motor vehicles shall not be permitted on any Lot unless said work involves only the Lot Owner's personal vehicle, and all such work is performed entirely within a garage and such use is otherwise in compliance with all laws and ordinances.

K. Trash. - Except for the reasonably necessary activities of the Developer during the original construction of the Development, no burning, burying, or storage of trash, garbage or other refuse of any kind shall be permitted on any Lot or Common Area unless approved by the Committee. All trash and waste shall be deposited in covered, sanitary containers, screened from view. All houses built in the Development shall be equipped with a garbage disposal unit. Any receptacle for ashes, trash, rubbish or garbage shall be so placed and kept so as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made. No Lot shall be used or maintained as a dumping ground for trash, nor shall any accumulation of refuse or trash, including but not limited to compost, be permitted on any Lot or Common Area.

L. Antennae. - No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the premises, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission,

except that this restriction shall not apply to satellite dishes with a diameter less than twenty four (24) inches, erected or installed to minimize visibility from the street which the dwelling fronts. In no event will the installation location be permitted to be detached from the home, located on the front of the home, or so as to permit the dish to be higher than the roof ridge of the home.

M. Basketball Goals. - Basketball goals will not be permitted without approval from the Committee. No basketball goal shall be placed or maintained within the right-of-way of any street. Unless the Committee establishes a policy establishing other specifications, backboards of all basketball goals shall be of a translucent material and attached to a black pole or similar type of post. The location of a basketball goal on the Lot is subject to approval of the Committee if it would be visible from a public right-of-way adjoining the Lot. No basketball goal or backboard shall be permitted to hang from or be affixed to the exterior of the residence or the garage. Temporary or portable basketball goals shall be not be left outside of the home/garage overnight.

N. Play Equipment. - Children's play equipment such as sandboxes, swing and slide sets, and trampolines shall not require approval by the Committee, provided that such equipment is not more than eight (8) feet high (to the highest point of the structure) are properly painted and maintained by the Owner in good repair and such equipment is located in the rear yard of the Lot between the parallel lines defined by extending the side lines of the residence into the rear yard of the Lot. Such equipment higher than eight (8) feet shall require approval of the design, location, color, material and use by the Committee. Notwithstanding any other provision of this Declaration to the contrary, all play equipment shall be constructed of predominantly wooden materials, and no aluminum, PVC, vinyl or metal play equipment, except as an accessory to a predominantly wooden structure, shall be permitted. Notwithstanding any other provision of this Amended Declaration to the contrary, all play equipment shall be professionally installed.

O. Flag Poles. - Unless otherwise approved by the Committee, flag poles shall be limited to one (1) per Lot, and no flag pole shall exceed twenty (20) feet in height.

P. HVAC Units. - No room air conditioning unit shall be installed so as to protrude from any window, roof or wall of any residence or garage; provided, however, that this Restriction shall not apply to central air conditioning units. No open loop geothermal heat pumps shall be allowed unless approved in advance by the Declarant.

Q. Driveways. - All private driveways shall be hard surfaced with concrete, and shall be well maintained.

R. Model Homes. - No Owner of any Lot (except Declarant and Builder) shall build or permit the building upon said Lot of any residence that is to be used as a model home or exhibit house without written prior permission to do so from the Declarant.

S. Utility Lines. - All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

T. Drains and Sump Pump Discharges. - No house footing drain or roof water drain shall be discharged into the sanitary sewers. Any Owner or Builder damaging, changing, or altering any drainage easements, or discharging in a manner which is not in compliance with all applicable laws and ordinances shall be held responsible for such action and will be given ten (10) days notice, by registered mail, to repair said damage, after which time, if no action is taken, the appropriate jurisdictional agency, the Declarant or the Association will cause repairs or modifications to be accomplished and the cost thereof shall be an expense of the Lot Owner. The Association and/or the Declarant, as applicable, shall make a Special Assessment against the Lot, and also shall have a lien against said Lot for such costs, including but not limited to the actual costs incurred, reasonable related costs and expenses, prejudgment interest, court costs, and actual attorney's fees. Such lien may be formalized via a recorded Notice of Intent to Hold Lien being recorded against the Lot; but the lien shall be valid even without the actual recordation of same. The Association, its Board members, the Declarant, or any agents, employees or contractors shall not be liable for any damage which may result from any work performed pursuant to the foregoing provisions.

U. Tanks. - With the exception of a standard gas/propane storage tank used for a gas grill, no liquid or gas storage tanks shall be permitted to be located anywhere on a Lot outside the interior edge of the perimeter foundation of the home and/or garage. Any such tank shall be utilized only for approved residential and accessory purposes; and shall conform to all applicable Federal, State and local standards. The tank and related improvements shall not be visible from any surrounding property.

V. Wells and Septic Tanks. - No water wells shall be drilled on any Lot, nor shall any septic tanks or other sewage disposal systems be installed on any Lot.

W. Landscaping of Common Areas. - No Owner shall plant trees, landscape or do any gardening in any of the Common Areas, except with express prior permission from the Board.

X. Mailbox. - Developer may designate a required uniform design for the curb side mailbox and post for each Lot; and said mailbox and post shall be installed by the Builder simultaneously with the construction of the home. If the mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox. No separate newspaper box shall be permitted other than those approved by the Committee.

Y. Yard Lights, Lamp Posts, or Garage Light. - All homes shall have a garage light on the exterior of the home or a yard light in the front yard which will operate by photocell or similar device from dusk to dawn; and the Lot Owner shall be responsible for maintaining and repairing said light so it remains operational at all times, or replacing same if necessary with a like-kind light. All such lighting shall conform to standards set forth by the Committee.

Z. Swimming Pools. - No above ground swimming pool shall be permitted upon any Lot, with the exception of a temporary pool designed for use by a child, which said pool does not exceed twenty four (24) inches in height, is located in the rear yard and at least eight (8) feet away from the abutting side Lot line, is not left outdoors on the Lot for more than five (5) consecutive days. Nothing in this section shall be interpreted to prohibit the installation of a hot tub or sauna. The only type of pools permitted shall be permanent in-ground pools with professional construction. All pools, hot tubs and saunas should be oriented to minimize the potential effect on neighboring Lots. All fencing or protective enclosure related to the pool, hot tub or sauna shall be subject to the prior review and approval of the Committee, and in addition must conform to state, county and municipal regulations. The use of plantings/screenings in the vicinity of the pool, hot tub or sauna will likely be required to soften the visual and sound effect on adjacent Lots or Common Properties; and all submittals to the Committee for the approval of a pool, hot tub, sauna and related improvements shall include a specific landscape plan.

AA. Temporary Structures. - No temporary structure of any kind, such as a house, trailer, tent, incomplete basement, garage or accessory building shall be placed or erected on a Lot, nor shall any overnight camping be permitted on a Lot.

BB. Carports and Side Drives. - No carport shall be placed or erected on any Lot; nor shall any side gravel drives or gravel parking areas be installed or used on any Lot.

CC. Ditches, Swales, and Drainage. - It shall be the duty of the Owner on every lot in the Development on which any part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon the Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes of this subsection. In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such Lot to permit such drainage to continue without restriction or reduction, across the downstream Lot and into the natural drainage ditch or storm drain even if no specific drainage easement for such flow of water is provided on the Plat. To the extent not maintained by the municipal authority "Drainage Easements" reserved as drainage swales shall be maintained by the Owner of the Lot upon which such easements are located such that water from any adjacent Lot shall have adequate drainage along such swale. Each Owner shall maintain the subsurface drains and tiles located on

his Lot and shall be liable for the cost of all repairs thereto or replacements thereof. It shall be the duty of every Owner of every Lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed (both by improvements and plant material) and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes of this paragraph.

DD. Compliance with Rules. - All Lot Owners and members of their families, their guests, or invitees, and all occupants of any home, or other persons entitled to use the same shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board or its authorized Committees governing the operation, use and enjoyment of the Common Property.

EE. Compliance with Development Statement. - So long as any portion of the Development Statement is in effect, no use shall be made of any part of the Development which violates said Development Statement, or the zoning commitments contained therein; and all Lot Owners, members of their families, their guests, tenants, invitees and all occupants or other parties entitled to use or who may use any part of the Development shall at all times fully comply with the terms, covenants, provisions, conditions, limitations, restrictions and requirements contained and described in the Development Statement.

5. Lot Owner's Responsibility for Building and Grounds Maintenance: Remedies for Violation - The Lot Owner and/or party in possession of each Conveyed Lot in the Development shall conform to the following standards:

- A. Even prior to occupation of the Lot, keep and maintain such Lot in an orderly manner, causing weeds and other growths to be reasonably cut and preventing the accumulation of rubbish and debris thereon.
- B. Seed, treat, and mow the lawn on the Lot at such times as is consistent with good property management as determined by the Committee;
- C. Promptly remove all debris or rubbish;
- D. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development;
- E. Pruning and cutting of all trees and shrubs consistent with good property management as determined by the Committee;
- F. Cut down and promptly remove dead limbs and dead or diseased trees;
- G. Where applicable, prevent debris, foreign material, toxic, hazardous, or damaging materials or substances, from entering drainage areas, swales, and/or storm sewers;
- H. Paint, clean and/or otherwise keep the exterior of all improvements in such a state of repair and maintenance as to be consistent with good property management as determined by the Committee;
- I. Comply fully and promptly with all provisions of these Restrictions, the Development Statement, and the rulings and decisions of the Declarant, the Association, and/or the Committee.

In the event that any Lot Owner and/or party in possession shall fail to maintain his/her Lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association and/or the Declarant shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said Lot and repair, mow, clean, remove, reconstruct, modify, or perform such other acts as may be reasonably necessary to make such Lot and the improvement(s) situated thereon, if any, conform to the requirements of the Restrictions. The

cost thereof shall be an expense of the Lot Owner, and the Association and/or the Declarant, as applicable, shall make a Special Assessment against the Lot, and also a lien against said Lot for such costs, including but not limited to the actual costs incurred, reasonable related costs and expenses, prejudgment interest, court costs, and actual attorney's fees. Such lien may be formalized via a recorded Notice of Intent to Hold Lien being recorded against the Lot; but the lien shall be valid even without the actual recordation of same. The Association, its Board members, the Declarant, or any agents, employees or contractors shall not be liable for any damage which may result from any work performed pursuant to the foregoing provisions.

6. Rights and Obligations of the Association. A property owners association is or shall be created which is anticipated to be named Wolf Run HOA, Inc. (the "Association"), an Indiana nonprofit corporation, which shall have, in addition to all rights and obligations otherwise set forth in or contemplated by this Declaration, the Act, or the Association Documents, the following rights and obligations::

A. **Common Property/Common Area.** - Developer may, from time to time, at Developer's option, convey to the Association for the use and benefit of the Association and the Members a full, partial or shared interest in any real estate or personal property, or any interest therein in the nature of an easement. The Association shall accept title to any interest in any real or personal property transferred to it by Developer. The Association, subject to the rights of the Lot Owners set forth in this Declaration and the Association Documents, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep it in good, clean, attractive, safe and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration.

B. **Personal Property and Real Property for Common Use.** - The Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real estate in addition to that property conveyed to it by Developer.

C. **Maintenance Obligations.**

1. **Ponds and Drainage Improvements.** - Although the ponds and the storm drainage easements in the Development shall be a part of the drainage system of the Development which also runs to the City of Indianapolis, the Association shall control the water quality and condition of the retention ponds and drainage improvements.

2. **Landscaping and entry areas.** - The landscaping contained upon Common Property/Area, any other entry area improvements, including but not limited to any perimeter fencing, the subdivision signage, and any structures related to the entrances, shall be regularly mowed, planted, replanted, replaced, repaired and/or well maintained by the Association for the beautification of the Development.

3. **Other Common Areas.** - Any landscaping, grass, trails or sidewalks, structures, recreational facilities such as pools, gazebos, play equipment, or any other type of improvements located on Common Area or owned by the Association shall be managed and well maintained by the Association and shall be the full responsibility of the Association, subject to any restrictions imposed by Developer at the time of transfer.

4. **Decorative Street Lights.** - Such lights shall be installed by the Declarant/Developer at the main entrance and street intersections within the subdivision, and possibly other areas, during the initial development of the subdivision. These lights shall be maintained by the Association, which shall also pay all utility costs related thereto.

5. **Snow Removal.** - The Association shall supplement the municipal snow removal services as necessary, and shall pay all costs related to hiring private contractors as required.

D. Cost-Sharing Agreements. - The Association may enter into cost-sharing agreements with other home owners associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, signs, landscaping, storm water retention facilities, mounding, fencing, lake and lake access easements and facilities, and any other improvements that benefit the Development.

E. Rules and Regulations. -The Association may make and enforce reasonable rules and regulations governing the use of the Property, which may be in addition to and shall not be inconsistent with this Declaration and the Association Documents. The Association shall have the power to impose sanctions on Lot Owners, including without limitation: (i) reasonable monetary fines which shall be considered Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Lot Owner, tenant, guest or invitee of any Lot Owner, the amount shall be due and payable by such Lot Owner and shall be a Lot Assessment against such Owner's Lot. Owners shall be bound by all such Rules and Regulations promulgated by the Association the same as if specifically included herein and recorded herewith.

F. Implied Rights. - The Association may exercise any other right or privilege given to it expressly by the laws of the State and this Declaration and every other right or privilege reasonably implied from the existence of any right or privilege granted in his Declaration or reasonably necessary to effect any such right or privilege.

G. Managing Agent. - The Board may retain and employ on behalf of the Association a Manager or Managing Agent, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreements shall not exceed One (1) year; and shall allow for termination by either party without cause or penalty, upon no more than ninety (90) days prior written notice. Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have, and Declarant hereby reserves to itself, the exclusive right to manage or designate a Manager or Managing Agent, and to perform all the functions of the Corporation, until the Turnover Date. Declarant may, at its option, engage the services of a Managing Agent affiliated with it to perform such functions and, in either case, Declarant or such Managing Agent shall be entitled to reasonable compensation for its services.

H. Insurance. -

1. As of the Turnover Date, the Association shall be required to obtain and maintain adequate blanket property/casualty insurance, comprehensive public liability insurance and flood insurance covering all of the Common Property in an amount as is required by law or commonly required by prudent institutional mortgage investors. The public liability coverage shall be for at least One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover all of the Common Properties and shall insure the Association, the Board of Directors, or any committee of the Association or Board, any Managing Agent appointed or employed by the Association, all persons acting or who may act as agents or employees of any of the foregoing with respect to the Development. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Lot Owners.

2.. The Association may, in the discretion of the Declarant prior to the Turnover Date, and the discretion of the Board thereafter, obtain and maintain the following insurance: (a) fidelity bond coverage and/or surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board (any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board), and also workers' compensation insurance for all managers, managing agents, officers directors, board members and

employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) adequate comprehensive general liability insurance, (c) officers' and trustees' liability insurance to fund other obligations of the Association, (d) additional insurance against such other hazard's and casualties as is required by law, and (e) and any other insurance the Association deems necessary.

3. The premiums for all insurance hereinabove described shall be paid by the Association as part of the Common Expenses.

4. In the event of damage or destruction of any portion of the Common Property, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Lot Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment pursuant to cover the additional costs.

I. **Condemnation.** - The Association shall represent the Lot Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property or any portion thereof. Each Owner hereby appoints the Association as its attorney-in fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held in trust for the benefit of the Lot Owners.

J. **Books, Records.** - As of the Turnover date, upon reasonable notice of any member in good standing, the Association shall be required to make available for inspection all books, records and financial statements of the Association.

7. **Powers: Assessment and Collection** - The Association shall have all the powers set forth in the Declaration, the Association Documents and in the Act, together with all other powers that belong to it by law, including the power to levy Annual Assessments, Lot Assessments and other Special Assessments against the Lots.

8. **Membership and Voting Rights** - Every Lot Owner shall be a member of the Association. For purposes of determining classes of membership (1) a Class A member shall be the owner of any Conveyed Lot; (2) a Class B member shall be the owner of any lot which is not a Conveyed Lot (includes developed platted Lots which have not been conveyed, and also undeveloped platted lots; and (3) each reference to a Lot in this Declaration shall be deemed to either be a Conveyed Lot, a Conveyed Lot containing a completed home (as applicable), or a lot which is not yet a Conveyed Lot, respectively, as more particularly set forth as follows. The Association shall have two (2) classes of membership:

8.1 **Class A.** Every person, group of persons, or entity (other than the Declarant and/or the Builder) who is a record owner of a fee interest in a Conveyed Lot shall, by this Declaration (but specifically subject to the provisions of Paragraph 10 of this Declaration), be subject to assessment by the Association and classified as a Class A member; provided however, that any such person, group, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. A Class A membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Lot, then the vote for the membership appurtenant to such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event agreement is not reached, the vote attributable to such Lot shall not be cast.

8.2 **Class B.** The Class B members shall be the Declarant, and shall be entitled to three (3) votes for each platted Lot owned which is not yet a Conveyed Lot. Declarant shall have the automatic right to plat, record and sell Lots, without the consent or approval of the Association or any other person, firm or corporation. The Class B membership shall cease and be converted to a Class A membership upon the earlier of the

following: 1) 95% of the Conveyed Lots which contain homes have been deeded to initial homeowners; or 2) January 1, 2020. In the event all the Lots have not been conveyed to initial homeowners, or the Class B memberships have not been surrendered by the then holders thereof for cancellation on the books of the Association, all those Class B memberships existing, if any, at time of cancellation shall automatically become Class A memberships excepting such Class A memberships shall not be subject to assessment or the lien of assessment until the Declarant conveys said Lot. However, in no case shall the Builder be required to pay any assessments/dues.

9. Covenant Accepting Assessments - Each owner of any Lot (except the Builder), by acceptance of a Deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (subject to the provisions of Paragraph 10 of this Declaration): 1) annual assessments or charges imposed by the Association, and 2) special assessments for capital improvements, other reasonable expenses of the Association, or the collection of expenses, fees and costs incurred by the Association or the Declarant in enforcing these Restrictions against certain Lot(s) and/or Lot Owner(s) as stated herein and/or in the Bylaws. All such assessments are to be established and collected as provided herein and in the Bylaws of the Association.

10. Commencement of Assessments/Dues, and the Calculation and Payment of the Initial Assessments/Dues Assessments/Dues shall commence accruing against a Lot as of the date each Lot with a completed home thereon is conveyed to the initial homeowner, and the obligation to pay such assessments/dues by the Lot Owner shall continue thereafter in perpetuity. The first year's assessment/dues shall be adjusted (pro-rated) according to the number of days remaining in the annual assessment period after the date of the conveyance of the Lot with a completed home thereon is conveyed to the initial homeowner by either the Declarant or the Builder, as applicable. The prorated initial annual assessment, plus a one time initial assessment/fee to the Association in the amount of One Hundred and Fifty and No/100 Dollars (\$150.00), shall both be paid to the Association by the initial homeowner at (or at the time of) the closing on the conveyance of the Lot with a completed home thereon to the initial homeowner. The commencement, calculation and payment terms hereinabove shall also apply to a Lot Owner (other than the Builder) who receives a Lot without a completed home directly from the Declarant or the Builder. In such case the Lot Owner shall pay the prorated assessment and the one time initial assessment at (or at the same time as) the closing on said Lot. In all cases, the Lot Owner (other than the Builder) shall pay all assessments/dues after the date commencement date thereof, on or before the due date for same.

11. Declarant's Exemption from Assessments, and Right to Collect Advances - The Declarant, as the owner of platted or unplatted Lots, shall be exempt from any and all assessments. The Declarant shall advance any deficits in usual or ordinary expense until such time as the assessments upon Lots with homes thereon is sufficient to meet such expense. However, the Declarant shall have the right to recover any such advances made by Declarant to cover such deficits, from the receipt/collection of any assessments which were assessed prior to the Turnover Date.

12. Assessment Procedure and Requirement For Uniform Rates - Unless otherwise authorized by the Board, the Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period and provide the membership due notice thereof. Annual Assessments may be made payable at more frequent periods than one (1) year by resolution of the Board of Directors of the Association. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots, unless said Special Assessment(s) are necessary to reimburse the Association for funds spent related to the enforcement of these covenants against specific Lot(s), whereupon said uniform rate requirement for similarly situated homes shall not apply, or as otherwise specified herein.

13. Right to Increase Annual Assessments - Because of uncertainties in usual and ordinary common property expenses due to Indiana real property reassessment, costs of energy, insurance, maintenance and landscaping costs or other unforeseeable operating expenses, the Board of Directors of the Association may increase the budgeted initial temporary assessment by a sum not to exceed ten percent (10%) per annum without vote of the membership. However, any such increases shall be documented by normal accounting procedures and distributed to the membership to demonstrate that such increases are attributable to increases in operating expenses and no portion of

such increase shall inure to the benefit of the Declarant; and the monies received shall be entirely expended on Association expenses.

The maximum annual assessment per Lot may be increased above the maximum percentage set forth above only by a vote of two-thirds (2/3rds) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose.

14. Liens, Charges and Subordination - Any charge levied or assessed against any Lot, together with interest, reasonable attorney's fees and other charges and costs hereinafter provided, shall become and remain a lien upon that Lot until paid in full, subordinate only to the lien of a first mortgage, and shall also be a personal obligation of the owner or owners of the Lot at the time the charge fell due. Such charge shall bear interest as a late charge at a rate of two percent (2%) per month until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction.

The owner of the Lot or Lots subject to the charge shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay the expense or costs, including reasonable attorney's fees, incurred by the Association in collecting same. Every owner of a Lot in the subdivision and any person who may acquire any interest in such Lot, whether as an owner or otherwise, is hereby notified that by acquisition of such interest such person agrees that any such liens which may exist upon said Lot at the time of the acquisition of such interest are valid liens and shall be paid; and shall be held to have conclusively covenanted to pay the Association all charges that the Association shall make pursuant to these covenants and restrictions.

The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. In addition, no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. However, a first mortgagee is not, at any time, obligated to perform the duty of collection of assessments.

The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association of the payment status of the assessments on a specified Lot, and/or that certain assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and for the improvement and maintenance of the properties owned or operated by the Association.

15. Suspension of Privileges - Notwithstanding any other provision contained herein or in the Bylaws, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the right to use the Common Areas and facilities of the Association, of any member; (i) for any period during which any of the Association's charges owed by the member remains unpaid; (ii) during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association; and (iii) during the period of any violation of the Articles of Incorporation, Bylaws, the provisions of the Development Statement, the Restrictions, or the rules and regulations of the Association.

16. Limits on the Association's Rights Against First Mortgagees - Unless at least seventy-five percent (75%) of the First Mortgagees (based upon one vote for each first mortgage owned) or the Class A members have given their prior written approval, the Association shall not:

A. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Development, Common Area (s) or improvements located thereon which are owned directly or indirectly by the Association for the benefit of the Lots. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Development by the Association shall not be deemed a transfer within the meaning of this clause.

B. Change the method of determining the obligations, assessments, dues or other charges which may be levied against a homeowner.

C. By act or omission, change, waive or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or exterior appearance of the homes on Lots, the exterior maintenance of the dwellings on Lots, the maintenance of common fences or common driveways or the upkeep of lawns and plantings in the Development.

D. Fail to maintain fire and extended coverage insurance on insurable Common Area(s) on a current replacement cost basis, and in an amount not less than one hundred percent (100%) of the insurance value (based on current replacement cost).

E. Use hazard insurance proceeds for losses to common property for other than the repair, replacement or reconstruction of such improvements.

F. Adopt or amend any constituent document so as to give a Lot Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to the homeowner/ mortgagor of insurance proceeds or condemnation awards for losses to or a taking of Common Property/Common Area.

17. Rights of First Mortgagees

A. A First Mortgagee, or their successors or assigns, shall have the right to examine the books and records of the Association upon reasonable advance notice.

B. A First Mortgagee may, jointly or singly, pay the taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for such Common Area, and a First Mortgagee making such payment (s) shall be owed immediate reimbursement therefore from the Association.

18. Architectural Control - There shall be created an architectural control committee (the "Committee") initially composed of Bruce T. Sklare and such other persons (if any) which the Declarant appoints in its sole discretion. No later than the Turnover Date, the initial Committee shall turn over its authority (other than the right to approve plans for the original construction of a home on a Lot, which shall be retained by the Declarant until all homes have been completed on all Lots) to the Association, which shall then appoint three (3) persons from among its members to serve as the Committee. Both before and after the Turnover Date, so long as the standards are in compliance with the Declaration, the Committee shall have the exclusive authority, by action of two or more of the members thereof, at a private or public meeting to determine the architectural standards which shall govern the construction of any and all improvements within the Development. The Committee shall regulate the external design, appearance, use, location and maintenance of lands and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards promulgated by the Committee. No improvement shall be placed, erected or installed within the Development, and no construction (which term shall include in its definition staking, clearing, excavation, grading, and other site work) shall commence until and unless the Lot Owner first obtains the written approval thereof of the Committee and otherwise complies with the provisions of this Declaration.

A. Generally - No dwelling, building, fence, wall, screen, pool, deck, patio, structure, addition, remodeling, reconstruction, or improvement of any type or kind shall be constructed or placed on any Lot or Common Area within the subdivision without the prior written approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee (no less than thirty (30) days prior to the anticipated start of construction) by the Lot Owner or the contractor requesting authorization by the Committee, and such application shall be accompanied by two (2) complete detailed sets of plans and specifications for any such proposed

construction or improvement. Such plans shall include plot plans showing 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 Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn on a scale of 1/4" = 1' and all plot plans shall be drawn to a scale of 1" = 30', or to such other scale as the Committee shall require.

B. Duties of Committee - The Committee shall make a good faith effort to review all applications and render a written decision within thirty (30) days after the date upon which all required information (and all supplemental information reasonably requested by the Committee) shall have been submitted to it. One copy of the submitted material shall be retained by the Committee, or copies thereof in a reduced form, for its permanent files and the second copy returned to applicant. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, it shall specify the general reason or reasons for such disapproval. However, failure of the Committee to issue a decision within thirty (30) days shall not constitute approval until and unless the Lot Owner submits a written request thereafter for a written decision to the Committee, and after receiving such request, the Committee's failure to issue a decision continues for thirty (30) additional days.

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

1. The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of the applicable restrictions.
2. The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures.
3. The proposed improvement or any part thereof would, in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of the other Lot Owners.

D. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Committee shall have the authority to grant reasonable variances from the standards contained in this Declaration, provided that the activity or condition is not prohibited by applicable law, ordinance, code, or the Development Statement; and provided further that in their judgment, the variance is truly in the best interests of the community, the other Lot Owners and is in the spirit of the standards of the Committee. No variance granted pursuant to this Section shall constitute a waiver of any provision of this Declaration as applied to any other person or any other part of the Development.

E. Liability of the Committee. Neither the Committee nor any agent thereof, nor the Developer, shall be responsible in any way for any defects in any plans, specification or other materials submitted to it, nor for any defects in any work done according thereto. Further, any action or inaction of the Committee shall not be deemed as any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

F. Inspection. The Committee may inspect work being performed with its permission to assure compliance with this Declaration, and/or the submitted plans and applicable regulations.

G. Improvements by Developer. - Notwithstanding any provision to the contrary, all improvements installed or constructed by the Developer or its partners, members or shareholders shall be deemed to comply in all respects with the requirements of the Committee.

H. Fencing. - The approval of the Committee must be obtained prior to any installation of any fencing, walls, mounds, and landscape screening. The approval of the Committee shall include the review and authority to approve

or disapprove all fencing, walls, and landscaping screening, including the materials, design, and location, on an individual basis. It is the goal of the Committee to keep all fencing, walls or screening as harmonious as possible with the architectural character of the Development. Undue obstruction of view of other amenities from adjoining properties will be taken into consideration by the Committee when reviewing fences for approval. With the exception of a Lot on which there is maintained a sales office or model home by Declarant or a Builder, and with the possible exception of underground fencing installed to confine a pet in the front yard, fencing shall only be allowed in the rear yard. Therefore, above ground fences shall not be nearer to the front of a dwelling than the rear foundation line of the dwelling. In addition, in order to provide for fire department access to the rear of the dwelling, if any portion of the fence is located within four feet of the rear foundation line of the dwelling, a gate not less than 4 feet in width shall be placed in the fence not less than ten (10) feet from said rear foundation line. Other than fencing installed by the Declarant, no fencing shall be installed on the exterior street side of any perimeter mounding. Approved fencing should generally be professionally installed; but the Committee may approve private installation if sufficient evidence is provided that it will be constructed to professional levels of quality. Fences installed by nonprofessionals will be inspected by the Committee after completion in order to insure that the final product is of a professional quality, and final approval of the fence shall be deemed withheld until successful completion of this final review. General guidelines are as follows:

1. The exact location, material, color and height of the fence, wall, or landscape screening and a rendering or photograph thereof shall be submitted to the Committee for written approval at least thirty (30) days prior to proposed construction. If however, approval has not been issued by the Committee in writing within thirty (30) days after submission, then said request shall be considered DENIED.
2. Only residential wrought iron, wooden shadow box style or wooden picket style fencing shall be permitted. Chain link, vinyl, and PVC fencing is prohibited.
3. Walls above grade must be constructed of natural stone, masonry, or shadow box fencing.
4. There shall be no rear yard fencing (not to exclude patio screens and privacy fences which adjoin the rear of the residence) permitted on any Lot which is the first Lot in from Senour Road or Thompson Road, if such Lot is located within 200 feet from the right-of way line of such perimeter street, and the rear yard of said Lot primarily faces such perimeter street.
5. Barring extreme circumstances, there shall be no fencing permitted on any corner lot other than possibly patio screens and privacy fences which adjoin the rear of the residence.
6. Any fence constructed shall be deemed to include as a condition of the approval of same, the right for an abutting property owner to connect a fence on said abutting Lot to the installed fence in a fashion approved by the Committee.
7. The Committee will not ordinarily approve a proposed a propose fence or wall which is located on an area where the existing grade has been or will be altered in a manner which appears unreasonable to the Committee.
8. There shall be no fencing, walls or other structures erected and maintained in any area within a designated 100 year flood way as shown on the Federal Flood Hazard Maps and/or the Plat(s) of the Development.
9. Other than fencing installed by the Declarant, no fences shall be constructed or located within any drainage, utility or landscape maintenance easement.
10. Any fence which is constructed within any easement, without regard to whether it was approved by the Committee, shall be subject to removal at the Lot Owners expense at any time.

11. The Declarant, prior to the Turnover Date (and thereafter, the Committee) may amend or change, any of the above fencing guidelines.

I. Height Restrictions for Fences and Walls - The Declarant is of the opinion that the environmental integrity of the Development will be materially lessened if the open nature of the Development is damaged by the proliferation of fences of excessive height. The specific guidelines for fence and wall height restrictions are as follows:

1. The Committee will not ordinarily approve a proposed fence (other than a patio screen or privacy fence as described in paragraph 2 of this Section I) which exceeds forty two (42) inches in height unless it is reasonably necessary in order to enclose an in-ground pool.

2. A Patio screen and/or privacy fence is defined as a fence which abuts the rear of residence at not less than one end of the fence, and which extends not more than sixteen (16) feet away from the rear wall of the residence. A patio screen and/or privacy fence shall not exceed six (6) feet in height.

3. In no case shall fencing or a wall on a lot exceed six (6) feet in height above grade.

4. The Declarant, prior to the Turnover Date (and thereafter, the Committee) may amend or change, any of the above height restrictions and guidelines.

19. Sight Visibility. - Regardless of Committee approval or any other provision of this Declaration, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2') and ~~six (6')~~ ^{five (5')} feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points twenty-five feet (25') from the intersection of said street lines or, in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten feet (10') from intersection of a street line with the edge of a driveway pavement or alley line. No tree or landscaping shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. BTS

20. Setback Lines - Front building setback lines ("BL") shall be established on the plat; but shall not be less than twenty five (25) feet from the street right of way. The minimum rear yard shall be twenty five (25) feet.

A. Side Yard Setback. - The standard minimum side yard setback for each Lot within the subdivision is four (4) feet. However, the residences on abutting Lots shall not be located less than fifteen (15) feet apart.

B. Combined Lots. - In the event a building is erected on more than one single Lot, the provisions of this Paragraph shall be interpreted as based on the lot width at the BL of the combined Lots, and shall apply to the side lines of the extreme boundary of the combined Lots. In the event of a discrepancy between this Declaration and a recorded plat, this Declaration shall control.

21. Minimum Size of Dwellings and Garages - The minimum square footage of livable space contained in a home built on any Lot which is located west of the primary Thompson Road entrance into the Development shall be 1500 square feet for a one story home and 1800 square feet for a home in excess of one story. The minimum square footage of livable space contained in a home built on any Lot which is located east of the primary Thompson Road entrance into the Development shall be 1450 square feet for a one story home and 1800 square feet for a home in excess of one story. All homes constructed in the Development shall have an attached garage capable of storing at least two (2) vehicles, and said attached garage shall be at least 380 square feet in size (not including any portion of the garage area which contains the furnace, water heater or similar mechanicals).

22. Exterior Construction - Each home constructed in the Development, and any addition(s) thereto, shall conform to the following restrictions:

- A. The use of any exterior material other than brick, stone, wood, vinyl siding, vinyl and/or aluminum soffits to cover the exterior walls of the home (not including doors, windows and the like), and the use any roofing material other than residential quality asphalt shingles, shall be prohibited unless approved in advance of such application/installation by the Declarant.
- B. Not less than 75% of the homes shall contain brick/stone on at least the entire first floor exterior of the front facing walls of the home (exclusive of doors, windows, chimneys, architectural features, porches and the like).
- C. Commencing with the Perimeter Lot which is located along the Senour Road frontage of the Development and which is the northernmost Perimeter Lot (this Lot is referred to hereinafter as the "first" of the seventeen(17) Perimeter Lots covered by this subparagraph), then continuing to the South along said Senour Road frontage to Thompson Road, and then continuing West from the intersection of Senour Road and Thompson Road along Thompson Road as far West as necessary to get to the 17th Perimeter Lot in this continuous row, the homes constructed on the seventeen (17) specific Perimeter Lots described in this section shall be covered with brick/stone on at least the entire first floor exterior (exclusive of doors, windows, chimneys, architectural features, porches and the like).
- D. The first thirteen (13) Perimeter Lots immediately West of the primary entrance along Thompson Road will either be screened by the preservation of at least 51% of the existing specimen trees larger than six inches (6") caliper which are contained in the portion of the Buffer Area (defined in the Development Statement) located immediately South of each of said Lots (as determined on a lot by lot basis), or will contain homes which shall be covered with brick/stone on at least the entire first floor exterior of the home (exclusive of doors, windows, chimneys, architectural features, porches and the like).
- E. Not less than ten (10) of the remaining Perimeter Lots along Thompson Road which are not covered by the provisions of subsections C and/or D of this Paragraph, shall contain homes which shall be covered with brick/stone on at least the entire first floor exterior of the home (exclusive of doors, windows, chimneys, architectural features, porches and the like).
- F. The homes constructed on any remaining Perimeter Lots along Thompson Road (excluding those the covered by the provisions of subsection D of this Paragraph) which are not covered with brick/stone on at least the entire first floor exterior of the home (exclusive of doors, windows, chimneys, architectural features, porches and the like), shall be constructed with either a sunroom or screened in porch on the back of the home.
- G. At least one (1) of the model homes constructed in the Development must be covered with brick/stone on at least the entire first floor exterior of the residence (exclusive of doors, windows, chimneys, architectural features, porches and the like).
- H. Any model home constructed in the Development shall contain brick/stone on at least the entire first floor exterior of the front facing walls of the residence (exclusive of doors, windows, chimneys, architectural features, porches and the like).
- I. No two abutting Lots shall be developed with the same house using the same front elevation plan.
- J. No heat pumps, air conditioning units or gas meters shall be installed in, or on the, front of a residence.
- K. No unfinished (not painted, clad, or otherwise sealed to match the décor of the exterior) storm doors or storm windows shall be installed.
- L. All gutters and down-spouts other than copper must be painted, coated, or sealed to match the décor of the exterior of the residence.

- M. All roof and fireplace flashing other than copper must be painted or coated.
- N. All metal roof or range vents will be painted or coated to blend with roof color. Every effort must be made to locate such vents to the rear of the dwelling or along the upper roof line.
- O. No solar panels shall be permitted on any residence.
- P. Every effort must be made to locate all plumbing vent stacks to rear of the residence.
- Q. Any reconstruction of, or addition to a home shall comply with the same minimum brick/stone standards as the original residence.
- R. Any addition or reconstruction shall comply with the provisions of this Declaration, and all applicable provisions in the Development Statement.

23. **Driveway and Sidewalks** - All sidewalks and driveways shall be installed and paved simultaneously with construction of the homes. Sidewalks at property lines are to meet flush with no abrupt change in grade from one Lot to another; and the portion of the driveway containing the sidewalk must match the abutting sidewalk elevation and angle. The type of construction and materials used on the driveway and/or the sidewalk must first be approved by the Committee. The driveway and sidewalks must be paved along their entire length. With the exception of the provisions hereinafter in this section regarding driveways serving side-load garages, the driveway shall be no less than sixteen (16) feet wide at any point. In the case of a driveway serving a side-load garage the Committee may approve a driveway wherein a portion of the driveway is less than sixteen (16) feet wide, so long as the driveway is still no less than twelve (12) feet wide at any point, and so long as the provisions of the Development Statement applicable to the minimum driveway width are modified legally prior to any such approval being granted.

24. **Shared Common Areas** - Certain common areas and/or improvements which are not dedicated to the public, and are within the boundaries of the original approximately 423 acres which is the subject of the Development Statement (such as the Common Area, anticipated trails, and related improvements along Big Run Creek, for example) are anticipated to eventually be shared and available for use by the residents in all of the separate subdivision(s) which are developed upon the original 423 acre parcel. In such case, the ownership of, and the responsibility for continuing the development of, and the maintenance and management of these shared common areas/improvements is anticipated to be conveyed to a separate "Common Area Property Owner's Association" (name yet to be chosen) which shall be funded by dues from every owner of a lot in each of the several separate subdivisions sharing such common areas/improvements. A separate Declaration of Covenants and Restrictions applicable to these Shared Common Areas shall be considered incorporated herein automatically upon the recordation of said document containing a reference to its incorporation in the Declaration as a result of this reference. The Common Area Property Owner's Association shall have mandatory dues and lien rights as those contained in this Declaration. Each of the subdivisions with rights to the Shared Common Areas/improvements shall have representation on the Common Area Property Owner's Association as set forth in the documents establishing and governing same. If said separate Declaration is not yet recorded as of the date any Lot is initially conveyed by the Declarant, then the acceptance of any such Deed for a Lot in Wolf Run is acknowledgement of the fact that the Lot is transferred and will be forever held, subject to the terms of the Declaration, the Articles, the By-Laws, and the future rules, amendments, additions, rights, obligations, and actions, of the proposed Common Area Property Owner's Association, so long as the provisions contained therein do not negatively and materially impact the rights of the First Mortgagees, or result in material additional obligations being imposed on said Lot Owner other than the obligation to pay any and all Assessments, Lot Assessments, and Special Assessments related thereto.

25. **Enforcement of Restrictions** - In the event there shall be any violation or attempted violation of any of the Restrictions, it shall be lawful for the Declarant, the Association, or for any person owning any real property in the Development, to prosecute any proceedings at law or in equity against the person or persons violating or attempting

to violate any such restrictions, and either to prevent him or them from doing so or to recover damages from such violation, but neither the Declarant nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these covenants and restrictions. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of the Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of the Restrictions.

26. **Additional Acquired Property** - This Declaration shall apply to all sections of the Development, as each section is platted; including but not limited to any additional real estate which is added to the development after the date of this Declaration. Any and all plat(s) for any section(s) of the Development shall be subject to this Declaration simply by reference to this Amended Declaration, in each such Plat. However, even in the absence of such reference, all such sections of the Development shall be deemed subject to this Declaration.

27. **Rights to Amend** - The Declaration may be amended as follows:

A. **Amendment by the Declarant**. Until the Turnover Date, the Declarant/Developer may in its sole and absolute discretion unilaterally amend this Declaration at any time without the consent of any other Lot Owners. Any such amendment may impose covenants, conditions, restrictions and easements upon the Development in addition to those set forth herein, including, without limitations, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the development. After the Turnover Date, the Developer may unilaterally amend this Declaration, without the consent of any other Lot Owners, if such amendment is (1) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (2) necessary to enable a title insurance company to issue title insurance coverage on the lots; (3) necessary to conform to the requirements of the United States Federal Housing Administration; or (4) necessary to correct errors, provided however that any such amendment shall not materially and adversely effect the title to any Lot unless the Lot Owner has consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of the Developer/Declarant without the written consent of the Declarant/Developer, or the assignees of such right or privilege.

B. **Amendment by the Lot Owners**. Except as provided otherwise in this Declaration, amendments to this declaration shall be proposed and adopted in the following manner: (1) Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered. (2) A resolution to adopt a proposed amendment may be proposed by the Board, or Lot Owner having any aggregate total of at least 2/3's of the votes of all Lot Owners; (3) The resolution concerning a proposed amendment must be adopted by a designated vote of not less than 2/3's of the Lot Owners at a meeting duly called and held in accordance with the provisions of the Association Documents.

28. **Titles** - The underlined titles preceding the various paragraphs and subparagraphs of the 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 the Declaration. Wherever and whenever applicable to give effect the purposes herein, the singular form of any work 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.

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

30. **Term** - This Declaration shall bind and run with the land for a term of thirty (30) years from and after the date that this Declaration is filed for recording in the Office of the Recorder of Marion County, Indiana, and thereafter shall automatically renew forever for successive periods of ten (10) years each.

IN TESTIMONY WHEREOF, witness the signature of Declarant this 5 day of APRIL, 2005.

Bay Communities, LLC

By *Bruce T. Sklare*
Bruce T. Sklare, as PRESIDENT

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for County and State, personally appeared Bruce T. Sklare, known to me to be an authorized member of Bay Communities, LLC, who acknowledged execution of the foregoing Amended Declaration for and on behalf of said company, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 5 day of APRIL, 2005.

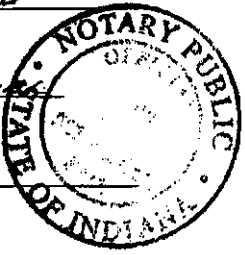
My Commission Expires:

3-15-2009

Doni Shweigil
Notary Public, Signature

Doni Shweigil
Notary Public, Printed

MARION
County of Residence



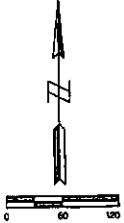
Prepared by: David A. Retherford, Attorney at Law, Inc., 8801 Southeastern Avenue, Indianapolis, IN - 46239

FINAL PLAT FOR WOLF RUN SECTION ONE

SECTION 33 TOWNSHIP 15 RANGE 05 EAST
TOWNSHIP OF FRANKLIN
MARION COUNTY INDIANA
2004 - PLT - 029

CURRENT ZONING DISTRICT (DP)
ZONING CASE NUMBER (2003-ZON-060 2003-DP-008)

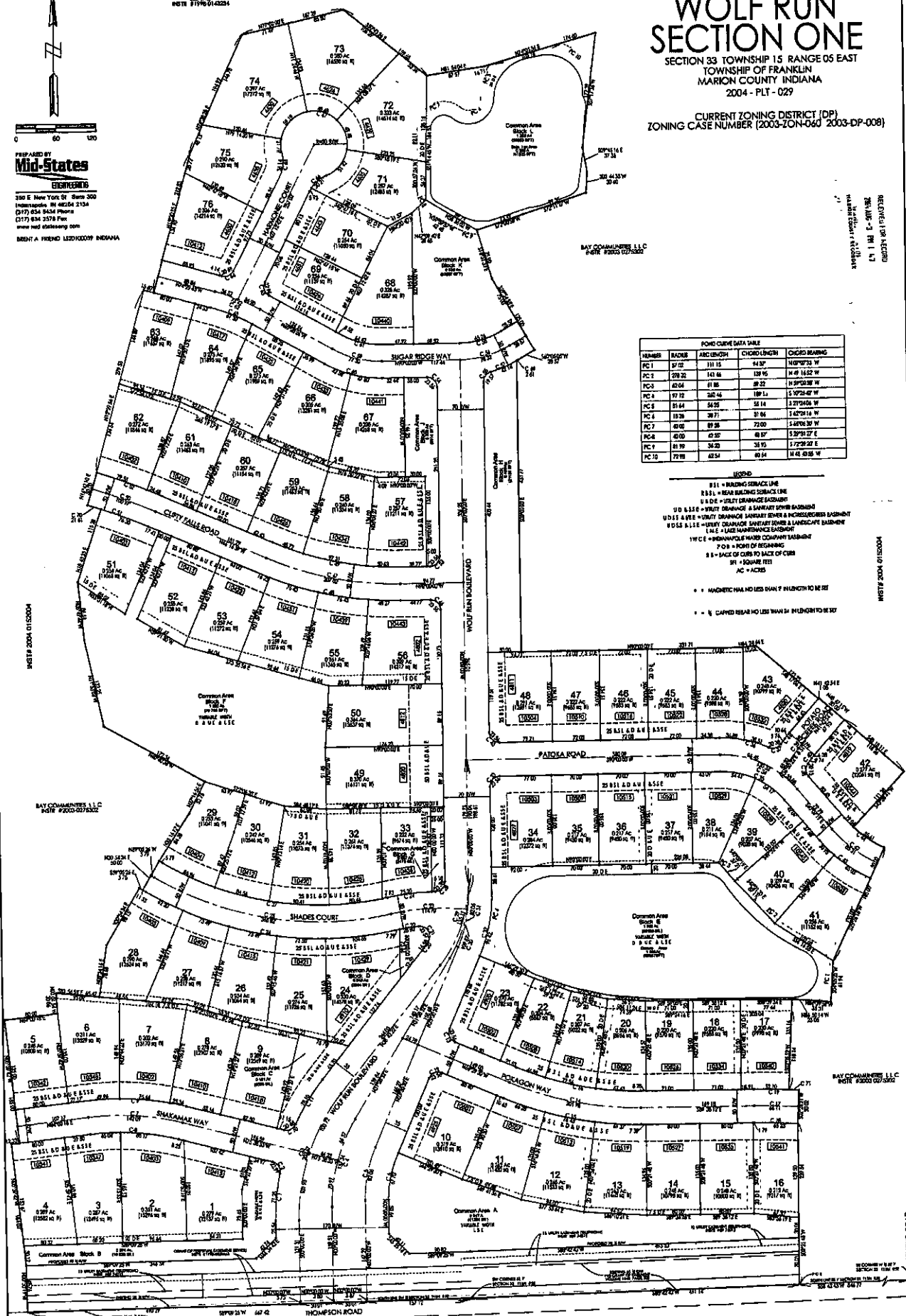
INST# 01795-01224



PREPARED BY
Mid-States
ENGINEERING

250 E New York St. Suite 300
Indianapolis, IN 46204 2134
(317) 634-8434 Phone
(317) 634-2578 Fax
www.mid-stateseng.com
BENTLEY A FRIENDLY MICROSOFT INDIANA

RECEIVED 12/18/2004
REVISION 3 - 11/11/04
BY: [Signature]
DATE: 11/11/04



POND CURVE DATA TABLE			
NUMBER	RADIUS	ARC LENGTH	CHORD LENGTH
PC 1	87' 02"	111.15	44.87'
PC 2	278' 22"	143.56	138.95'
PC 3	420' 41"	41.85	39.27'
PC 4	97' 72"	262.46	189.11'
PC 5	85' 41"	24.25	23.14'
PC 6	123' 20"	207.11	151.14'
PC 7	420'	87.58	72.00'
PC 8	420'	43.29	48.67'
PC 9	817' 19"	34.23	35.93'
PC 10	72' 00"	43.31	40.24'

- LEGEND**
- B11 = BUILDING SURVEY LINE
 - B211 = REAR BUILDING SURVEY LINE
 - U & D = UTILITY DRAINAGE BASIN
 - U & S & L = UTILITY DRAINAGE & SANITARY SEWER BASIN
 - U & S & L & L = UTILITY DRAINAGE, SANITARY SEWER & LANDSCAPE BASIN
 - L & S = LANDSCAPE BASIN
 - W & C = WINDMILLS WATER COMPANY BASIN
 - F & B = POINT OF BEGINNING
 - S & S = FACE OF CURB TO BACK OF CURB
 - S & S = SQUARE FEET
 - AC = ACRES
- • MAGNETIC HAIR NO LESS THAN 7' IN LENGTH TO BE SET
- • CAPED REAR NO LESS THAN 5' IN LENGTH TO BE SET

424

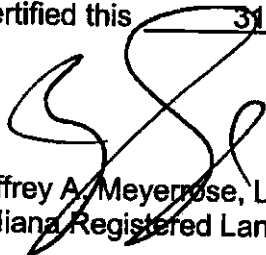
Surveyor's Certificate of Correction

Wolf Run Section I

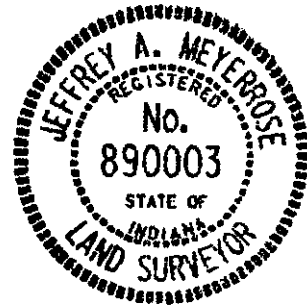
I, the undersigned, do hereby certify that I am a Registered Land Surveyor with Woolpert, Inc., do hereby file a certificate of correction to the Final Plat of Wolf Run Section One, the plat of which was prepared and recorded by Mid-States Engineering, LLC, and is recorded as Instrument No. 2004-0152004 in the Office of the Recorder of Marion County, Indiana.

I further certify that within Lot No. 10, Lot No. 23, Lot No. 34 and Lot No. 48 on said plat, that a 10' Landscape Easement (LSE) was inadvertently left off. (See EXHIBIT A and B.)

Certified this 31st day of October, 2005



Jeffrey A. Meyerrose, L.S.
Indiana Registered Land Surveyor No. 890003



MARTHA A. WCHACKS
MARION COUNTY AUDITOR

505723 NOV -48

COPY TO BE FILED IN MARION COUNTY
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

11/04/05 03:26PM WANDA MARTIN MARION CTY RECORDER LHM 16.00 PAGES: 4

Inst # 2005-0182995

Page 1 of 4
Job No. 111-1405
Date: 10-31-05

I, the undersigned, a duly authorized representative of Bay Development Corporation, the Owner of the above Lots and Common Areas referenced herein, do hereby acknowledge and authorize this Surveyor's Certificate of Correction to be executed on our behalf.

Bruce Sklar
Signed:

BRUCE SKLAR
Printed:

PRES
Title:

11-3-05
Date:

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared BRUCE SKLAR who acknowledged the execution of the foregoing Instrument.

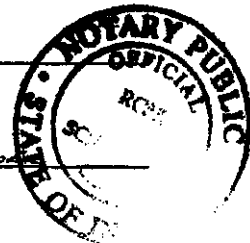
Witness my hand and Notarial Seal this 3 day of November, 2005.

3-15-2009
My Commission expires:

MARION
County of Residence

[Signature]
Signature

RON SCHWEICHER
Printed



350 E. New York St., Suite 300
 Indianapolis, IN 46204-2154
 (317) 834-8434 Phone
 (317) 834-5878 Fax
 www.mid-stateseng.com



SCALE: 1" = 60'

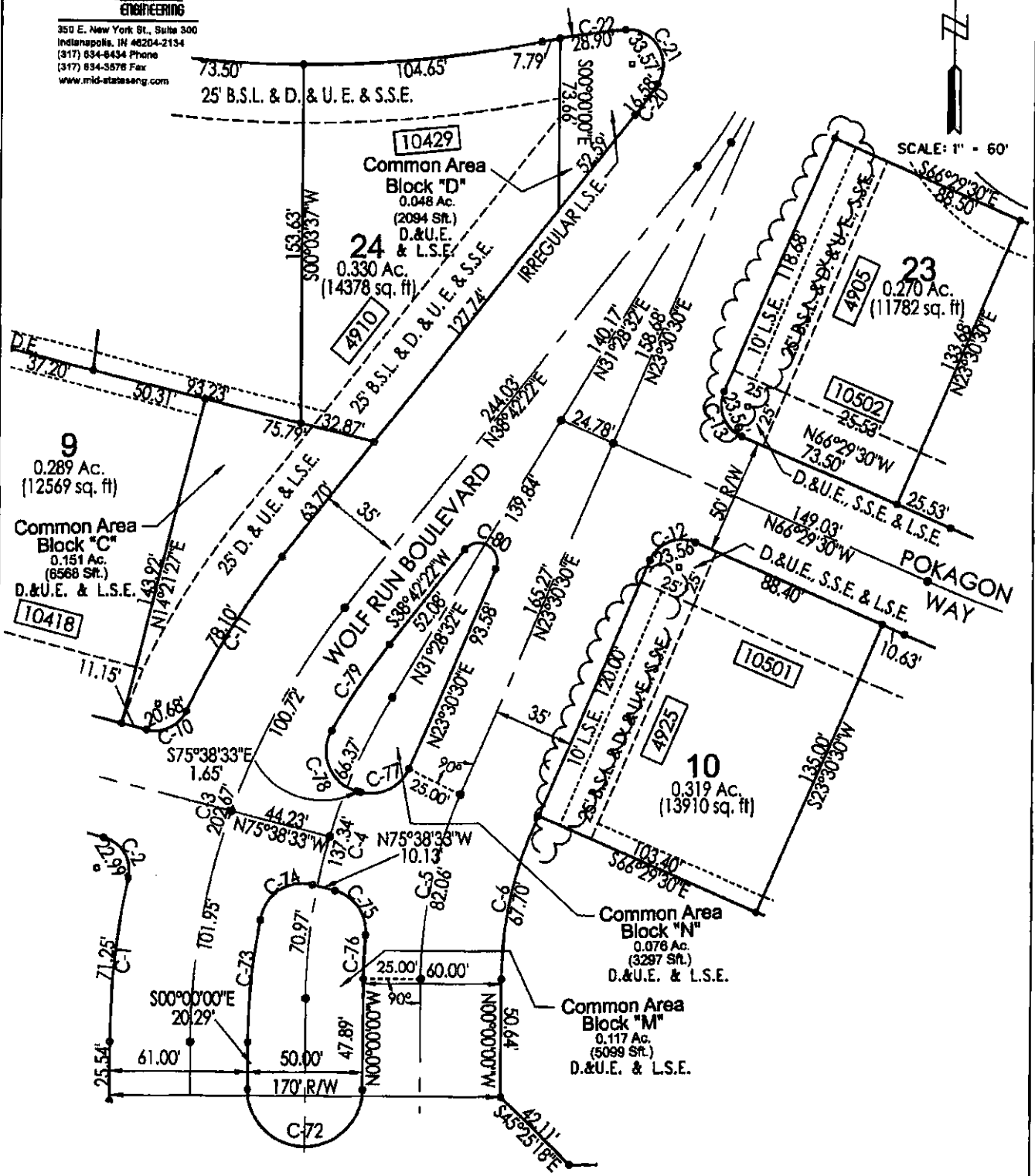


Exhibit "A"
Wolf Run Section One
 Section 33, Township 15, Range 05 East
 Township of Franklin
 Marion County, Indiana

SD \ 1111405 \ 1405_Plat \ 1405_Plat_Exhibit_D.dgn

PREPARED BY
Mid-States
 ENGINEERING

390 E. New York St., Suite 300
 Indianapolis, IN 46204-2134
 (317) 634-8434 Phone
 (317) 634-3578 Fax
 www.mid-stateseng.com



SCALE: 1" = 60'

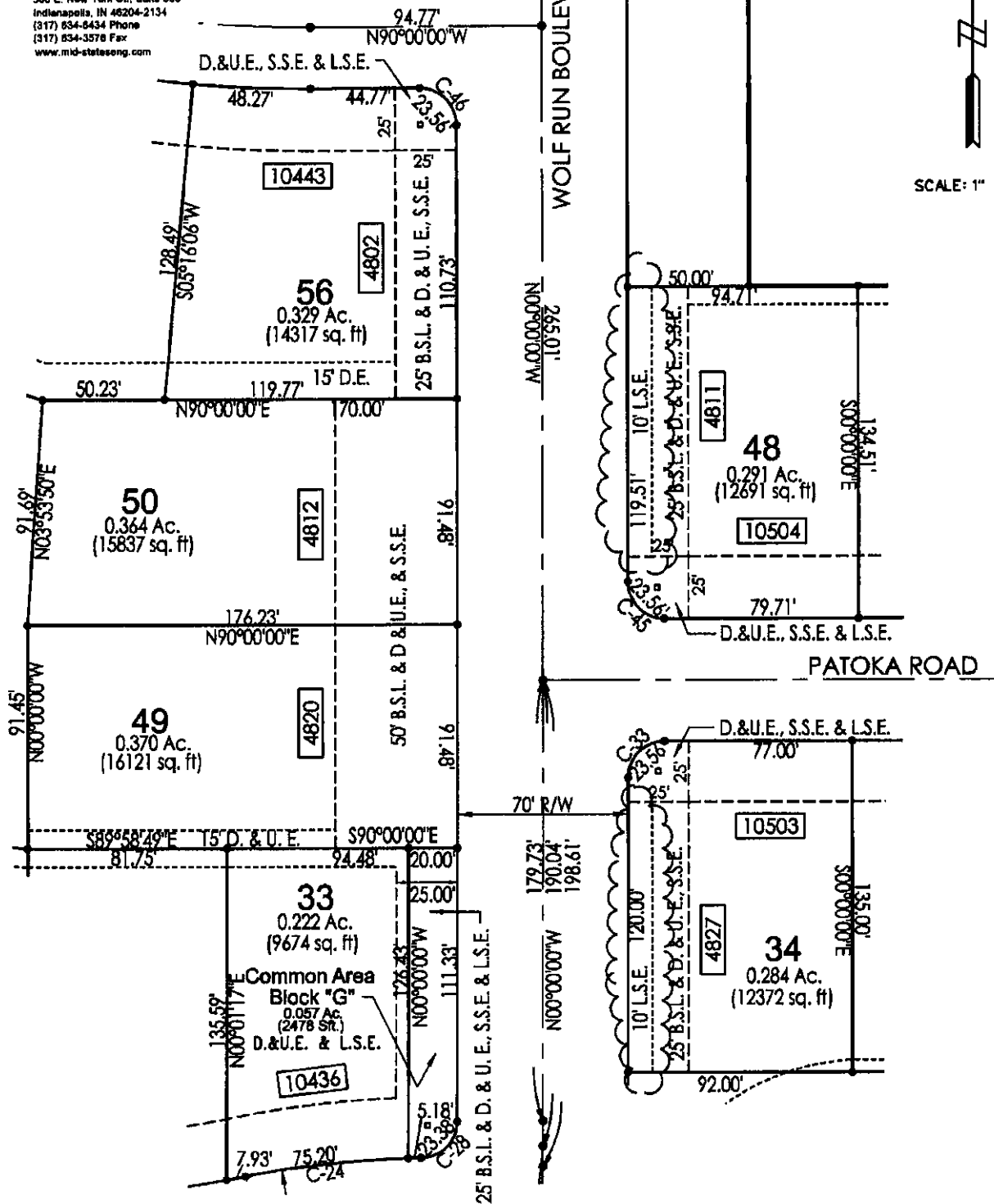


Exhibit "B"
Wolf Run Section One
 Section 33, Township 15, Range 05 East
 Township of Franklin
 Marion County, Indiana

SD \ 1111405 \ 1405 Plat \ 1405 Plat_Exhibit_E.dgn



350 E. New York St., Suite 300
Indianapolis, IN 46204
(317) 634-6434 Phone
(317) 634-3576 FAX

www.mid-stateseng.com

MARIE A. HONACKS
RECORDING CLERK
582783 JUN-9 12
MARION COUNTY RECORDS
300 N. WASHINGTON ST.
INDIANAPOLIS, IN 46204

5

Surveyor's Certificate of Correction

Wolf Run Section I

I, the undersigned, do hereby certify that I am a Registered Land Surveyor with Mid-States Engineering, LLC, which prepared the Final Plat of Wolf Run Section One, the plat of which is recorded as Instrument No. 2004-0152004 in the Office of the Recorder of Marion County, Indiana.

I further certify that Common Area Block A shown on said plat was inadvertently not shown as also being a Drainage and Utility Easement (D&UE).

I further certify that Common Area Block C shown on said plat was inadvertently not shown as also being a Landscape Easement (LSE).

I further certify that Common Area Block D, Block G, Block H, Block J, Block K, and Block L shown on said plat were inadvertently not shown as also being a Drainage and Utility Easement (D&UE), and a Landscape Easement (LSE).

I further certify that Common Area Block M and Common Area Block N were inadvertently not shown on said plat, and should be as shown on the attached EXHIBIT A, with Curve Data shown on EXHIBIT C.

I further certify that Common Area Block M and Common Area Block N should not be a part of the public right-of-way for Wolf Run Boulevard.

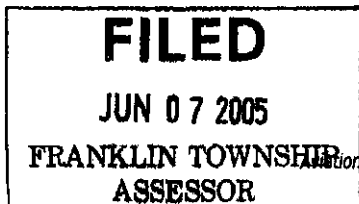
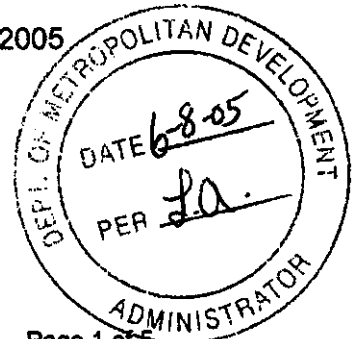
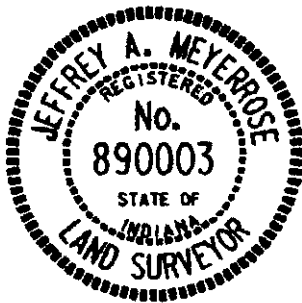
I further certify that within Lot No. 10, Lot No. 23, Lot No. 34, Lot No. 48, and Lot No. 56 on said plat, that portion of the respective lots within the area formed by the extension of 25.00 feet offsets by parallel lines at the respective street corners were inadvertently not shown as also being a Drainage and Utility Easement (D&UE), Sanitary Sewer Easement (SSE), and a Landscape Easement (LSE). (See EXHIBIT A and B.)

I further certify the 7.5 feet Drainage and Utility Easement (D&UE) was inadvertently not labeled along the eastern line of Lot No. 41.

Inst # 2005-0090219
06/09/05 02:15:38 PM MARION COUNTY RECORDER
JUN 10 10:00 AM PAGES: 5

Certified this 3rd day of June, 2005

Jeffrey A. Meyerrose, L.S.
Indiana Registered Land Surveyor No. 890003



Page 1 of 5
Job No. 111-1405
Date: 06-02-05

I, the undersigned, a duly authorized representative of Bay Development Corporation, the Owner of the above Lots and Common Areas referenced herein, do hereby acknowledge and authorize this Surveyor's Certificate of Correction to be executed on our behalf.

Bruce Sklar
Signed:

BRUCE SKLAR
Printed:

PRESIDENT
Title:

6-3-05
Date:

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Bruce Sklar who acknowledged the execution of the foregoing Instrument.

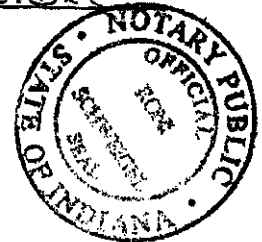
Witness my hand and Notarial Seal this 3 day of June, 2005.

3-15-2009
My Commission expires:

MARION
County of Residence

Doni Schweigel
Signature

Doni Schweigel
Printed



PREPARED BY



350 E. New York St., Suite 300
Indianapolis, IN 46204-2134
(317) 634-8434 Phone
(317) 634-3576 Fax
www.mid-stateseng.com



SCALE: 1" = 60'

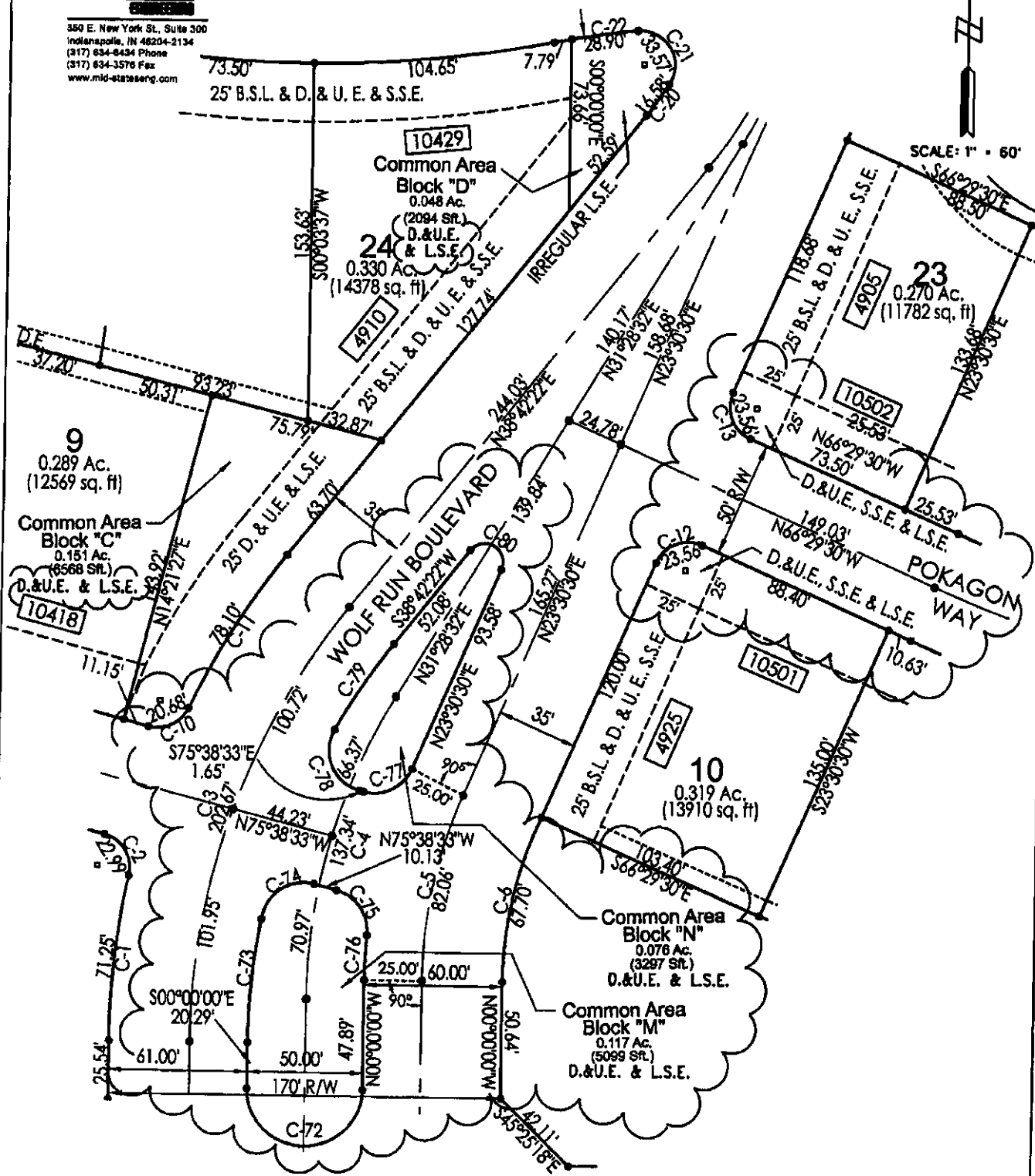


Exhibit "A"
Wolf Run Section One

Section 33, Township 15, Range 05 East
Township of Franklin
Marion County, Indiana

PAGE 3 OF 5
JOB: 111-1405
DATE: 06-02-05

Site Share \ Eng \ 1111405 \ 1405_Plat \ 1405_Plat_Exhibit_A.dgn

PREPARED BY



350 E. New York St., Suite 300
Indianapolis, IN 46204-2134
(317) 634-6434 Phone
(317) 634-3578 Fax
www.mid-stateseng.com



SCALE: 1" = 60'

WOLF RUN BOULEVARD

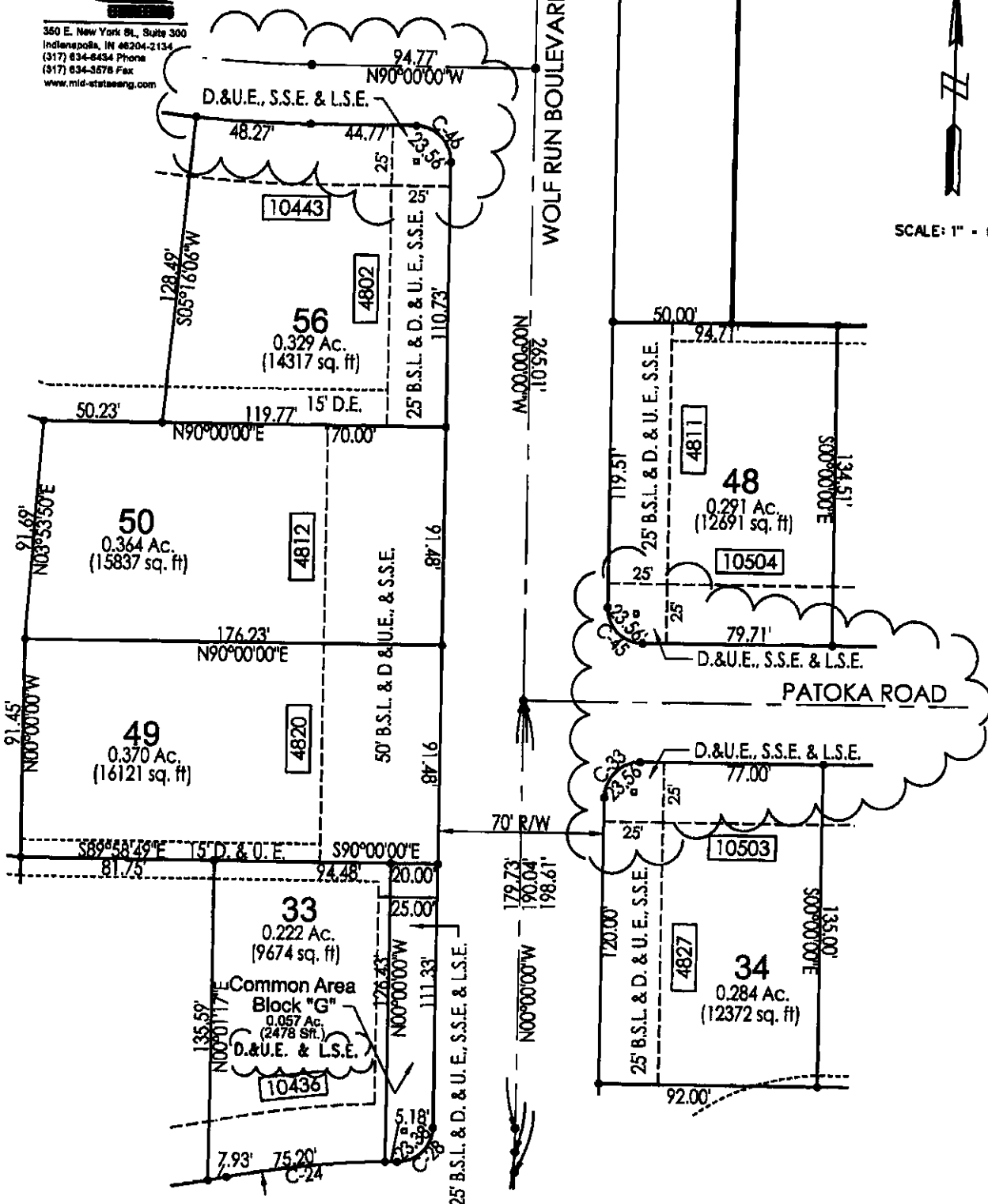


Exhibit "B" Wolf Run Section One

Section 33, Township 15, Range 05 East
Township of Franklin
Marion County, Indiana

PAGE 4 OF 5
JOB: 111-1405
DATE: 06-02-05

Site Share \ Eng \ 1111405 \ 1405_Plat \ 1405_Plot_Exhibit_B.dgn

PREPARED BY



350 E. New York St., Suite 300
Indianapolis, IN 46204-2134
(317) 634-6434 Phone
(317) 634-3876 Fax
www.mid-stateseng.com

SECTION ONE CURVE DATA

CURVE #	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
C-72	180°00'00"	25.00'	78.54'	N/A	50.00'	S 90°00'00"W
C-73	11°05'10"	275.00'	53.21'	26.69'	53.13'	N 05°32'35"E
C-74	92°56'47"	18.00'	29.20'	18.95'	26.10'	N 57°52'41"E
C-75	80°31'56"	18.00'	25.30'	15.25'	23.27'	S 35°21'57"E
C-76	04°52'53"	225.00'	19.17'	9.59'	19.16'	S 02°26'25"W
C-77	80°51'02"	18.00'	25.40'	15.33'	23.34'	S 63°55'58"W
C-78	105°02'32"	18.00'	33.00'	23.48'	28.57'	N 23°07'03"W
C-79	09°17'54"	275.00'	44.63'	22.36'	44.58'	N 34°03'25"E
C-80	164°47'49"	8.00'	23.01'	59.94'	15.86'	S 58°53'34"E

Site Share \ Eng \ 1111405 \ 1405_Plat \ 1405_Plat_Exhibit_C.dgn

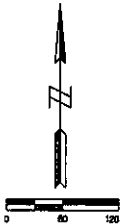
Exhibit "C"
Wolf Run Section One
Section 33, Township 15, Range 05 East
Township of Franklin
Marion County, Indiana

PAGE 5 OF 5
JOB: 111-1405
DATE: 06-02-05

FILE FOR RECORD
798 JAN 27 AM 9 43
MARION COUNTY RECORDS

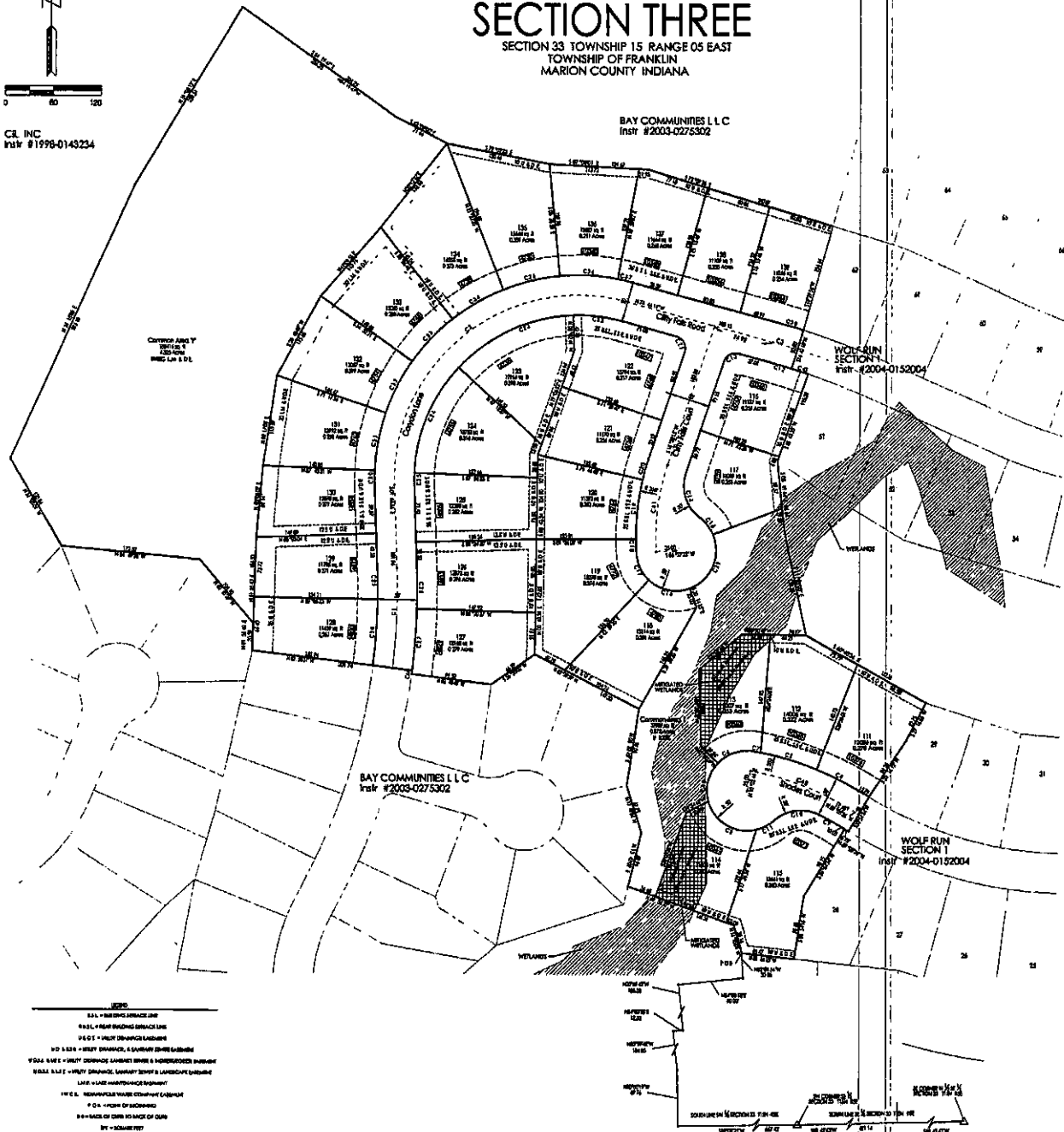
FINAL PLAT FOR WOLF RUN SECTION THREE

SECTION 33 TOWNSHIP 15 RANGE 05 EAST
TOWNSHIP OF FRANKLIN
MARION COUNTY INDIANA



CL INC
Inst # 1998-0143234

BAY COMMUNITIES L L C
Inst # 2003-0275302



NOTES

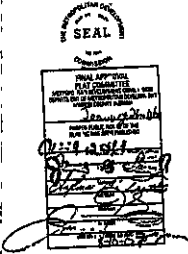
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- 3. ALL DIMENSIONS SHOWN ARE AS SHOWN UNLESS OTHERWISE NOTED
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- 9. ALL DIMENSIONS SHOWN ARE AS SHOWN UNLESS OTHERWISE NOTED
- 10. ALL DIMENSIONS SHOWN ARE AS SHOWN UNLESS OTHERWISE NOTED

LOT	AREA	PERCENT	OWNER	REMARKS
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99	0.12	0.12	CL INC	
100	0.12	0.12	CL INC	

FILED
JAN 23 2008
FRANKLIN TOWNSHIP
ASSESSOR

APPROVED THIS 23RD DAY OF JANUARY 20 08
FRANKLIN TOWNSHIP ASSESSOR
JERRY A. MEYERHOFF DRAFTSMAN

2008-10038



PREPARED BY
WOOLPERT INC
7149 Woodman Drive
Indianapolis, IN 46226
WOOLPERT Fax 317 291 9805
JERRY A. MEYERHOFF INDIANA

PAGE 1 OF 2
DATE 3 APR 2008

EXEMPT BY
WOLF RUN SECTION THREE
S 92 N 19 915
WOLF RUN SECTION THREE
MARION COUNTY INDIANA

Prescribed by the
State Board of Accounts
(2005)

County Form 170

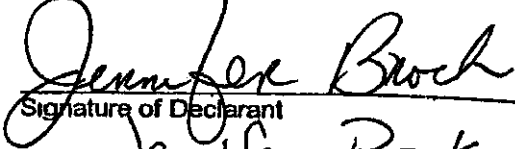
Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7-5(a)

I the undersigned preparer of the attached document in accordance with IC 36-2-7-5 do hereby affirm under the penalties of perjury

- 1 I have reviewed the attached document for the purpose of identifying and to the extent permitted by law redacting all Social Security numbers
- 2 I have redacted to the extent permitted by law each Social Security number in the attached document

I the undersigned affirm under the penalties of perjury that the foregoing declarations are true -


Signature of Declarant
Jennifer Brock
Printed Name of Declarant

SURVEYOR'S CERTIFICATE OF CORRECTION

AM

WOOLPERT, INC

I the undersigned, do hereby certify that I am a Registered Land Surveyor with Woolpert, Inc. I further certify the secondary plat of Wolf Run Section Three, a subdivision in Marion County, Indiana, the plat of which was recorded on January 27, 2006 as Instrument Number 2006-10038 in the Office of the Recorder of Marion County, Indiana. Said plat was certified by Jeffrey A. Meyerrose on January 19, 2006.

I further certify that the plat was inadvertently recorded without showing the delineation of the flood zones per FEMA and without the floodway and flood zone per the IDNR HEC-Ras study as shown on exhibit 'B'.

I further certify, that the Wetland easement was incorrectly shown on lots 113 and 114 as shown on exhibit 'C'.



Certified this 6th day of February, 2006

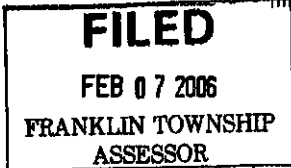
[Signature]
Jeffrey A. Meyerrose LS
Registered Land Surveyor 890003-IN

I, Bruce Sklare, of Bay Development, do hereby declare that the plat was inadvertently recorded with the omission of the FEMA delineated flood boundary.

[Signature]
Signed

Bruce Sklare
Printed

MANAGING MEMBER



State of Indiana)
) SS:
County of Marion)

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Bruce Sklare of Bay Development, and acknowledged the execution of the foregoing instrument as his voluntary act and deed for said company, for the purpose therein expressed.

Witness my Hand and Notarial Seal this 7th day of FEBRUARY, 2006.

2/23/2008
My Commission Expires

MARION
County of Residence



[Signature]
Notary Public

JERRY L. MARCH
Printed Name

THIS INSTRUMENT PREPARED BY WOOLPERT, INC

WOOLPERT, INC 7140 Waldemar Drive, Indianapolis, IN 46268 (317) 299-7500

EXHIBIT 'A'

2-7-06
[Signature]
COUNTY CLERK

MARTHA A. WOMACKS
MARION COUNTY CLERK
617979 FEB-7-06
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER



WOOLPERT, INC.
 350 E. New York St. Suite 300
 Indianapolis, IN.
 46204
 317.634.6434
 Fax: 317.634.3576

WOLF RUN SECTION THREE

SECTION 33, TOWNSHIP 15, RANGE 05 EAST
 TOWNSHIP OF FRANKLIN
 MARION COUNTY, INDIANA

CERTIFICATE OF CORRECTION
 FOR FLOODPLAIN DELINEATION

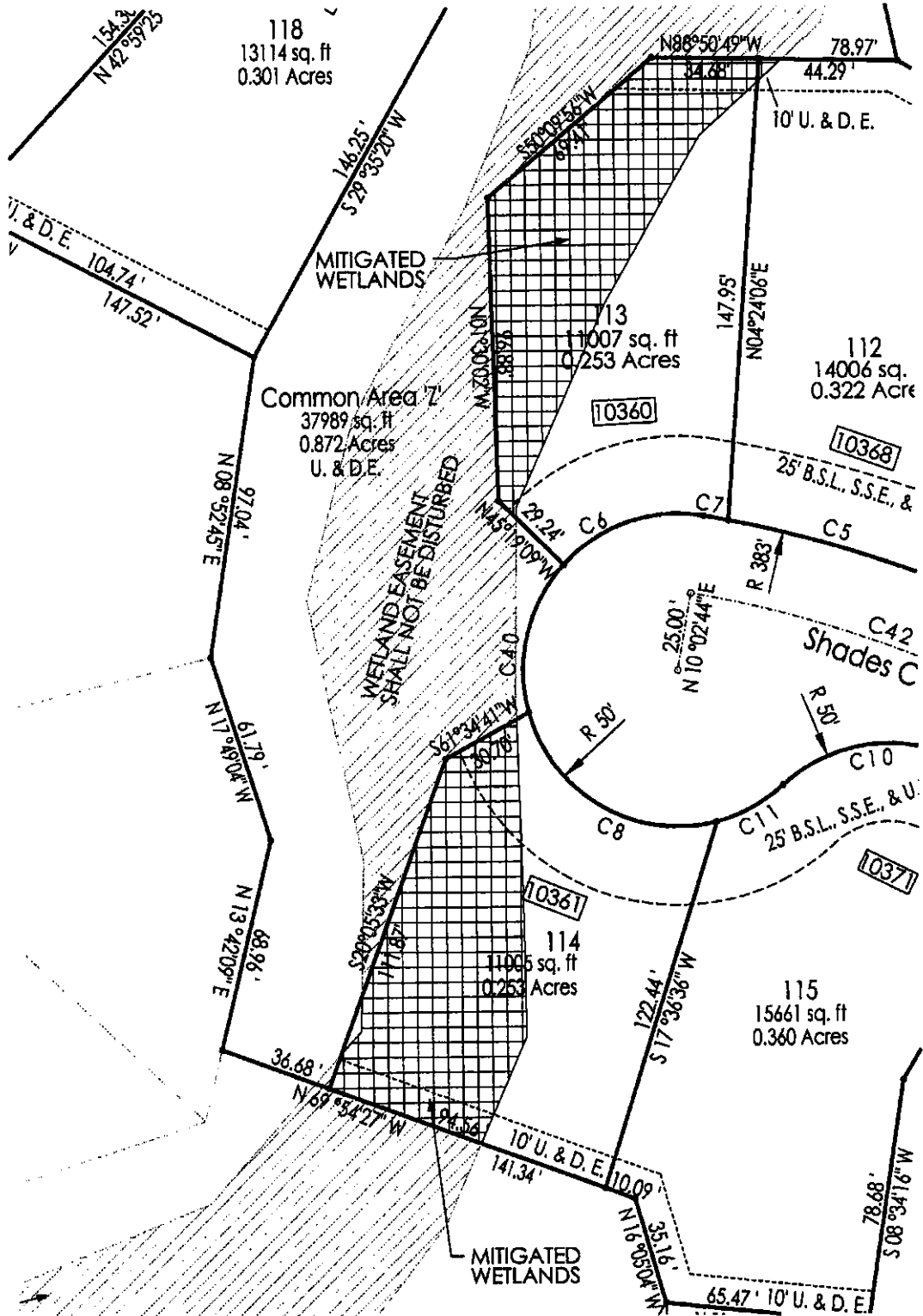
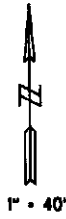


Exhibit "C"



WOOLPERT, INC.
 350 E. New York St. Suite 300
 Indianapolis, IN.
 46204
 317.634.6434
 Fax: 317.634.3576

WOLF RUN SECTION THREE

SECTION 33, TOWNSHIP 15, RANGE 05 EAST
 TOWNSHIP OF FRANKLIN
 MARION COUNTY, INDIANA

CERTIFICATE OF CORRECTION
 FOR FLOODPLAIN DELINEATION

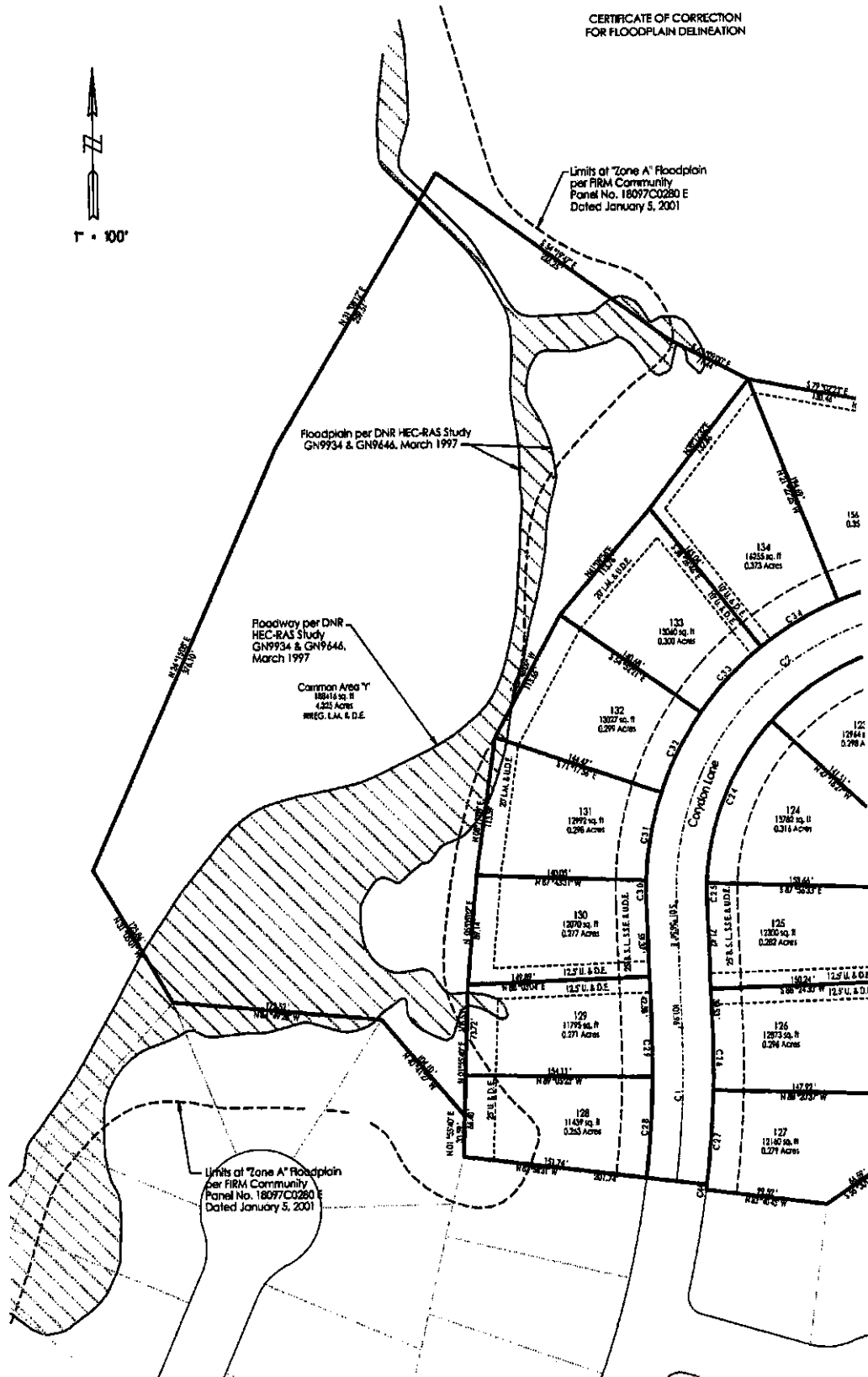
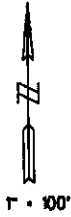


Exhibit "B"

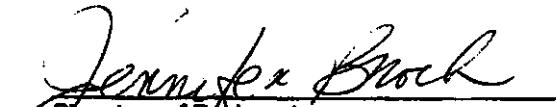
Declaration

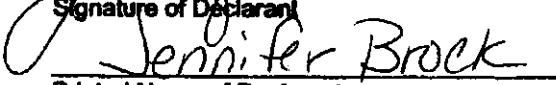
This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



Signature of Declarant


Printed Name of Declarant

RECEIVED FJR BELONG
2006 JAN 27 AM 9 45
MARION COUNTY RECORDS

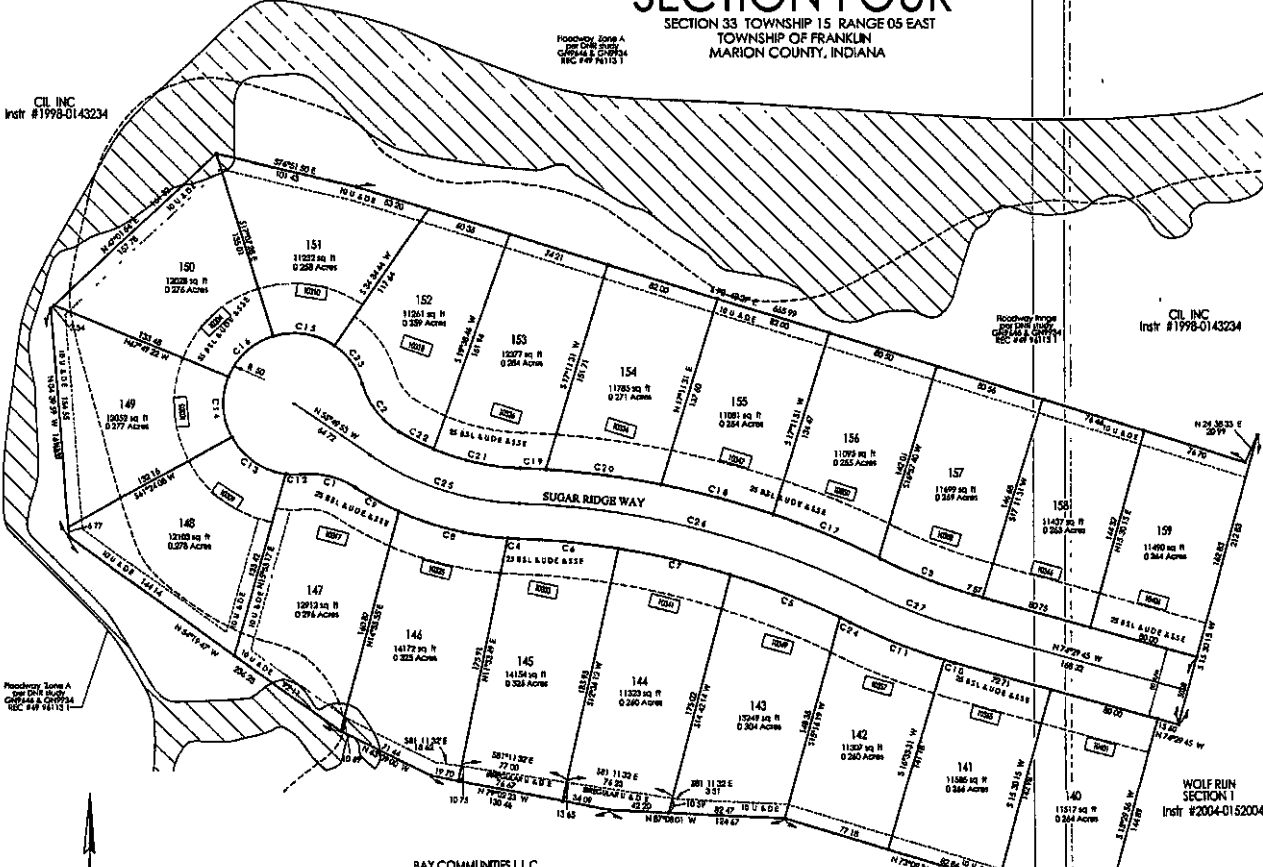
2006-10039

FINAL PLAT FOR WOLF RUN SECTION FOUR

SECTION 33 TOWNSHIP 15 RANGE 05 EAST
TOWNSHIP OF FRANKLIN
MARION COUNTY, INDIANA

CL INC
Instr #1998-0143234

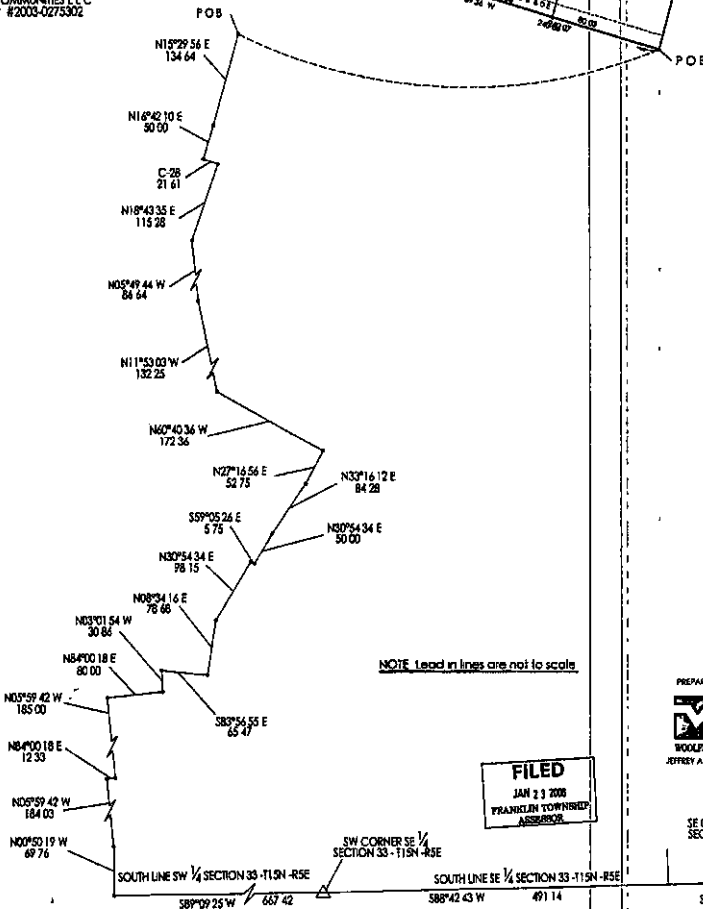
CL INC
Instr #1998-0143234



BAY COMMUNITIES LLC
Instr #2003-0275302

WOLF RUN
SECTION 1
Instr #2004-0152004

- LEGEND
- B.S.L. = BUILDING SETBACK LINE
 - R.B.S.L. = REAR BUILDING SETBACK LINE
 - U.D.E. = UTILITY DRAINAGE EASEMENT
 - U.D. & S.S.E. = UTILITY DRAINAGE & SANITARY SEWER EASEMENT
 - U.D.S.S. & I.E.E. = UTILITY DRAINAGE SANITARY SEWER & INGRESS/EGRESS EASEMENT
 - U.D.S.S. & L.S.E. = UTILITY DRAINAGE SANITARY SEWER & LANDSCAPE EASEMENT
 - L.M.E. = LAKE MAINTENANCE EASEMENT
 - I.W.C.E. = INDIANAPOLIS WATER COMPANY EASEMENT
 - P.O.B. = POINT OF BEGINNING
 - B.S. = BACK OF CURB TO BACK OF CURB
 - S.F. = SQUARE FEET
 - AC = ACRES



NOTE: Lead in lines are not to scale.

NUMBER	DETAILED ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD DIRECTION
C1	89°24'10"	60.00	40.22	20.90	37.47	S 74°04'08" E
C2	114°21'13"	60.00	48.76	22.90	45.80	N 29°24'46" W
C3	117°06'39"	375.00	723.71	56.47	72.80	N 69°28'27" W
C4	01°54'47"	285.00	7.86	3.77	7.38	N 69°28'44" W
C5	89°15'15"	675.00	92.84	41.49	82.74	S 69°31'30" E
C6	09°16'15"	675.00	72.97	36.53	72.92	S 69°28'30" E
C7	08°11'13"	575.00	58.16	41.15	62.09	S 74°04'47" E
C8	03°43'30"	255.00	65.31	45.17	84.80	N 72°11'08" W
C9	03°33'22"	225.00	59.80	44.92	79.79	N 69°28'44" W
C10	01°40'22"	425.00	17.55	3.74	7.59	N 29°28'19" W
C11	09°51'44"	425.00	123.13	56.57	75.66	N 49°03'01" W
C12	119°53'00"	80.00	10.37	5.20	10.36	S 89°19'42" E
C13	54°47'19"	50.00	47.81	25.91	44.81	S 59°59'31" E
C14	39°44'30"	30.00	44.31	22.73	45.87	S 69°12'37" E
C15	01°41'23"	52.00	48.13	24.22	43.65	N 81°16'12" W
C16	03°42'13"	60.00	44.35	23.69	42.82	S 47°03'44" W
C17	07°28'10"	625.00	81.48	40.80	81.42	S 67°09'36" E
C18	03°31'41"	625.00	182.12	41.12	63.06	S 74°09'32" E
C19	09°45'18"	625.00	182.77	41.39	63.77	S 67°15'00" E
C20	07°36'00"	425.00	83.27	41.70	65.21	S 62°04'22" E
C21	09°48'16"	175.00	63.54	28.13	65.30	N 77°42'30" W
C22	08°58'39"	175.00	57.67	19.77	27.46	N 67°48'22" W
C23	38°54'08"	50.00	32.95	17.46	33.30	S 29°59'12" E
C24	39°44'46"	575.00	57.82	5.91	7.62	S 44°00'32" E
C25	33°14'45"	300.00	112.68	57.68	111.19	N 77°58'18" W
C26	24°29'28"	600.00	236.47	132.22	254.92	N 73°01'53" W
C27	10°52'36"	425.00	75.93	38.08	75.82	S 67°03'37" E

FILED
JAN 23 2006
FRANKLIN TOWNSHIP
ASSessor

PREPARED BY
WOLPERT INC
7140 Westchester Drive
Indianapolis, IN 46226
317.589.7990
317.281.5806
JEFFREY A. MEYERBROCK, L.S.P., I.S.
REGISTERED PROFESSIONAL SURVEYOR
MARION COUNTY, INDIANA

SE CORNER W 1/4 SE 1/4 SECTION 33 - T15N - R5E

SW CORNER SE 1/4 SECTION 33 - T15N - R5E

SOUTH LINE SE 1/4 SECTION 33 - T15N - R5E

S 88°42'43" W 84.77

Prescribed by the
State Board of Accounts
(2005)

County Form 170

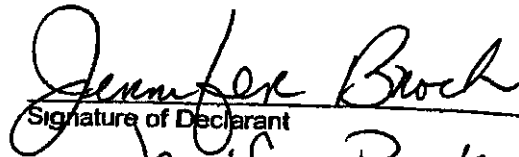
Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36 2 7 5-5(a)

I the undersigned preparer of the attached document in accordance with IC 36 2 7 5 do hereby affirm under the penalties of perjury

- 1 I have reviewed the attached document for the purpose of identifying and to the extent permitted by law redacting all Social Security numbers
- 2 I have redacted to the extent permitted by law each Social Security number in the attached document

I the undersigned affirm under the penalties of perjury that the foregoing declarations are true


Signature of Declarant
Jennifer Brock
Printed Name of Declarant

2
KB

SURVEYOR'S CERTIFICATE OF CORRECTION

WOOLPERT, INC

MARTHA A. WIDMACKS
MARION COUNTY CLERK
552618 SEP 29 06
DAILY ENTERED FOR EVALUATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

I the undersigned, do hereby certify that I am a Registered Land Surveyor with Woolpert, Inc. I further certify the secondary plat of Wolf Run Section Four, a subdivision in Marion County, Indiana, the plat of which was recorded on January 27, 2006 as Instrument Number 2006-10039 in the Office of the Recorder of Marion County, Indiana. Said plat was certified by Jeffrey A. Meyerrose on January 19, 2006.

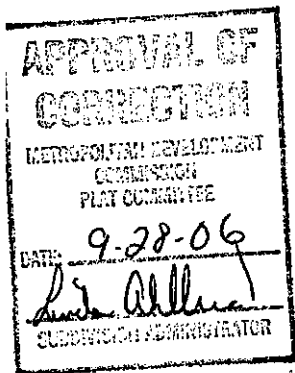
I further certify that the plat was inadvertently recorded, with a 10-foot U.D. & E. easement along the Southern most lot line of Lots 140 thru 145, and should be an irregular D. E. as shown on Exhibit 'B'.



Certified this 30th day of August, 2006

[Signature]

Jeffrey A. Meyerrose, LS
Registered Land Surveyor 890003-IN



I, Bruce Sklare, of Bay Development, do hereby declare that the plat was inadvertently recorded with an incorrect easement along the Southern most line of Lots 118 and 119.

"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." *Jennifer Brack*

[Signature]

Signed

Bruce Sklare
Printed

Managing Member
Title

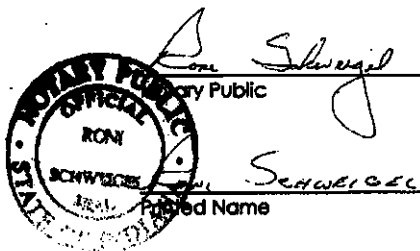
State of Indiana)
) SS:
County of Marion)

Before me, the undersigned Notary Public, in and for the County and State, personally appeared Bruce Sklare the Managing Member of Bay Development, and acknowledged the execution of the foregoing instrument as his voluntary act and deed for said company, for the purpose therein expressed.

Witness my Hand and Notarial Seal this 27 day of September, 2006.

3-15-2009
My Commission Expires

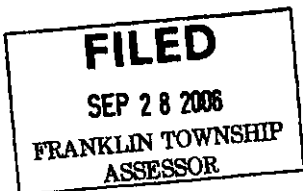
MARION
County of Residence

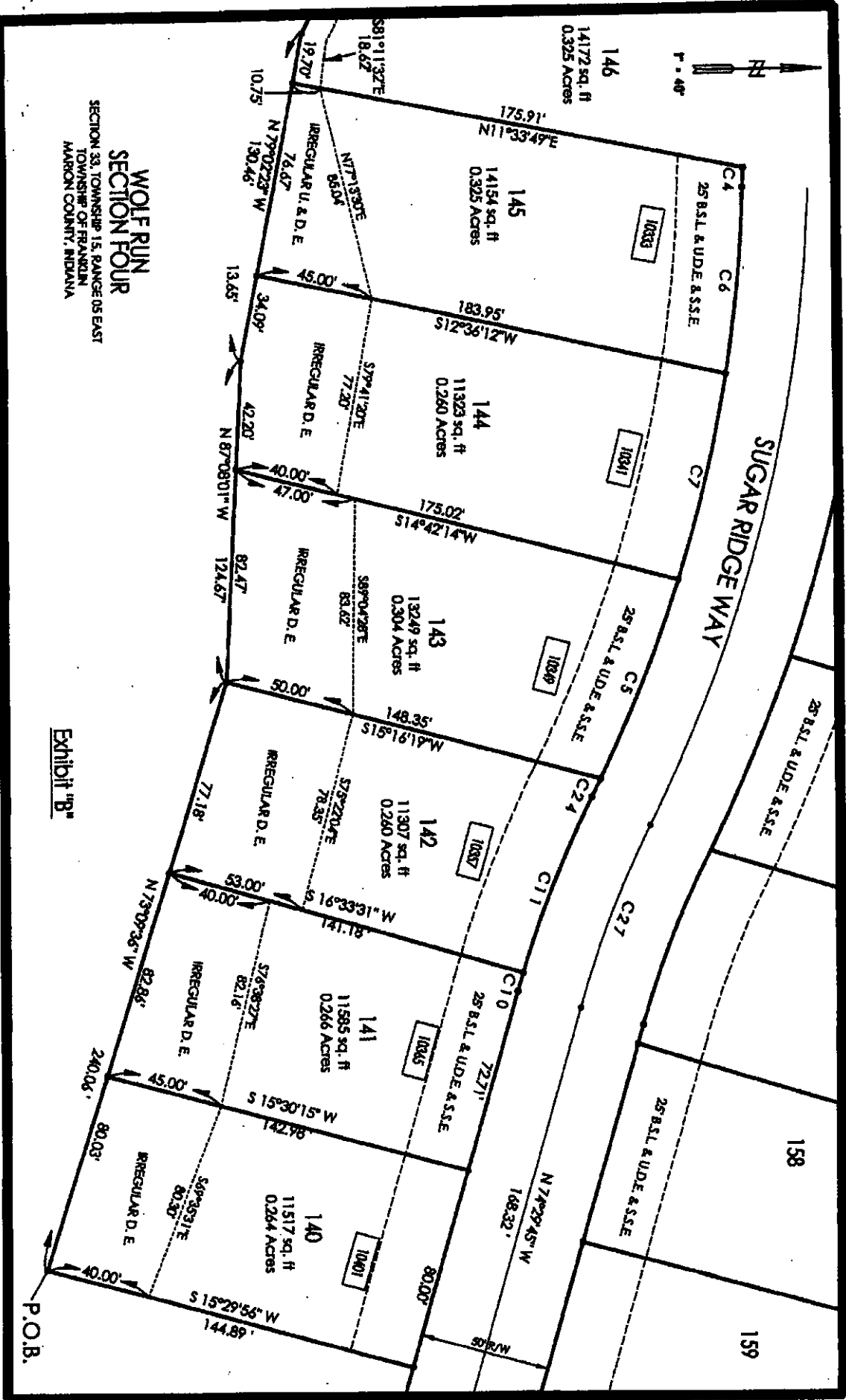


THIS INSTRUMENT PREPARED BY WOOLPERT, INC

WOOLPERT, INC 7140 Waldemar Drive, Indianapolis, IN, 46268, (317) 299.7500

EXHIBIT 'A'





SECTION 33, TOWNSHIP 15, RANGE 05 EAST
 TOWNSHIP OF FRANKLIN
 MARION COUNTY, INDIANA

Exhibit "B"

P.O.B.

SECTION FIVE CURVE DATA

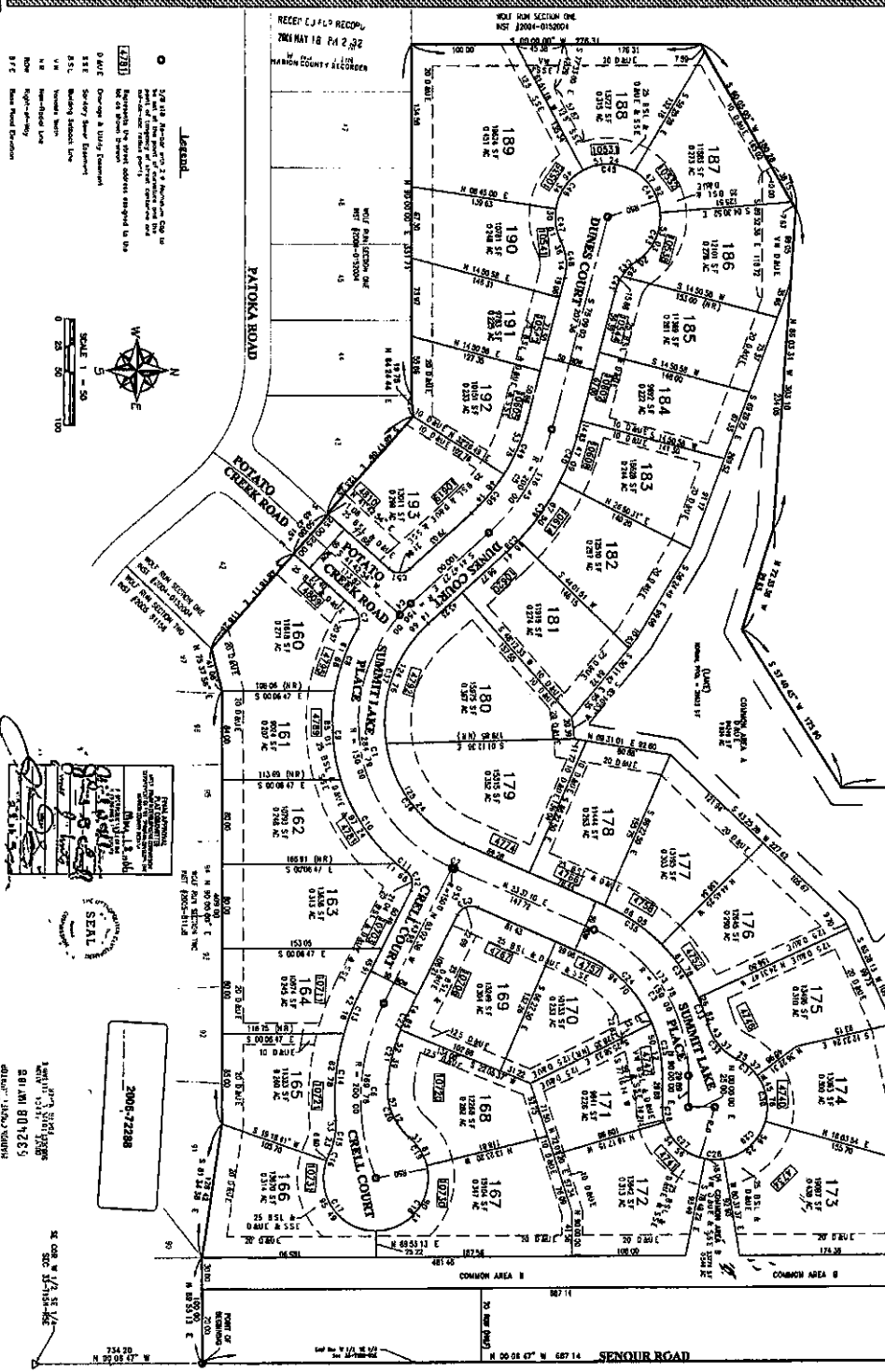
Table with 10 columns: Station, Curve Length, Curve Radius, Curve Degree, etc. for Section Five Curve Data.

SECTION FIVE CURVE DATA

Table with 10 columns: Station, Curve Length, Curve Radius, Curve Degree, etc. for Section Five Curve Data.

WOLF RUN SECTION FIVE FINAL PLAT

1. The attached plat was prepared by the Surveyor General of the State of Maryland, and is a true and correct copy of the original plat as recorded in the Office of the Surveyor General of the State of Maryland, and is a true and correct copy of the original plat as recorded in the Office of the Surveyor General of the State of Maryland...



2. The attached plat was prepared by the Surveyor General of the State of Maryland, and is a true and correct copy of the original plat as recorded in the Office of the Surveyor General of the State of Maryland, and is a true and correct copy of the original plat as recorded in the Office of the Surveyor General of the State of Maryland...

