

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WOODGATE SECTION ONE A AND SECTION ONE B
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN THE CITY OF GREENWOOD, JOHNSON COUNTY, INDIANA**

The undersigned **WOODGATE LLC**, an Indiana Limited Liability Company (hereinafter referred to as "Developer"), as owner and developer of real property described in Exhibit A attached hereto and known as Woodgate Section One A and Section One B (including lots 1 through 55 and referred to herein as the "Subdivision"), imposes the following plat restrictions and covenants on the Subdivision for the benefit of all present and future owners of any lot in the Subdivision.

DECLARATIONS

All lots within the Subdivision shall be subject to the following development standards, restrictions, covenants, conditions and assessments, which are for the benefit of all lot owners and occupants within the Subdivision and which shall run with the property and shall be binding on all owners and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after the turnover of the Association to the Building Lot owners a majority of the then owners of the lots in the Subdivision agree to change or terminate said covenants in whole or in part and on the condition that an instrument to that effect signed by the lot owners voting in favor of such change has been recorded; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

Article 1. Use Restrictions

1.01 Each lot within the Subdivision (hereinafter "Building Lot") shall be used for single-family residential purposes only. However, the Developer, its agents or assigns, may use the Building Lots for construction and sales purposes during any building and sales period.

1.02 No residence, building, shed, fence, flagpole, mailbox, light pole or fixture, swimming pool, tennis court, pavement, driveway, awning, wall or structure of any kind shall be erected, placed or altered on any Building Lot without first obtaining the written

consent of the Architectural Control Committee subsequently described herein. All requests for written approvals from the Architectural Control Committee shall be in writing, shall be dated, shall specifically request approval of the contemplated improvement(s) and shall be accompanied by detailed plans and specifications for the proposed improvements showing, where applicable, the size, location, type, architectural design, spacing, quality, use, construction materials, color scheme, grading plan and finish grade elevation for said improvements.

1.03 Each two (2) story single-family dwelling constructed on any Building Lot shall have a minimum of 1,400 square feet of living area and each single story single-family dwelling shall have a minimum living area of 1,200 square feet, exclusive of basements, open porches, garages and other unheated areas. Each dwelling shall have an attached garage with space for not less than two (2) automobiles.

1.04 The Subdivision also has certain restrictions as to minimum living area and tree preservation as recorded in the Zoning Commitments for the property, a copy of which is attached hereto as Exhibit B.

1.05 All structures or improvements commenced by an owner of any Building Lot within the Subdivision must be completed within nine (9) months from the date of commencement.

1.06 Two carriage lights with photo electric cells (or other darkness sensing technology) that automatically illuminates at darkness are to be installed on the garage of each home on a Building Lot at the time of construction of a dwelling thereon. The Building Lot owner shall maintain the lights in operating condition at all times.

1.07 No detached storage buildings shall be permitted on any building lot prior to the turnover of the Association as described in paragraph 3.02 hereof. After the turnover, no detached storage buildings shall be permitted unless approved by a majority vote of Building Lot owners at an Association meeting where a quorum is present.

1.08 No towers of any description or satellite dish antennas greater than thirty-nine (39) inches in diameter will be permitted on any Building Lot without the written approval of the Architectural Control Committee. Said Committee may deny any such request in its sole and absolute discretion or may attach such conditions as it deems necessary or appropriate. Any satellite dish antenna less than thirty-nine (39) inches in diameter shall require Architectural Control Committee approval as to location, color and other aesthetic considerations.

1.09 No residence shall have a sump pump which discharges directly into the street through a curb.

1.10 No building shall be located nearer to any street than the building setback line shown on the recorded plat of the Subdivision. The setback areas designated on the recorded plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification.

1.11 No structures or materials shall be placed or permitted within the utility or drainage easement areas as designated on the recorded plat of the Subdivision. Plantings within said utility or drainage easement areas are at the Building Lot owner's sole risk of loss if such plantings, as determined solely by the applicable utility authority or the Architectural Control Committee, would damage or interfere with the installation or maintenance of utilities or would change or retard the flow of surface water from its proper course. Each Building Lot owner shall maintain such portion of any utility or drainage easement area as is located upon such owner's Building Lot.

1.12 No business activities of any kind shall be conducted on any Building Lot or open space in the Subdivision without the approval of the Homeowners' Association; provided, however, that the foregoing shall not apply to the business activities of Developer or the construction, sale or maintenance of Building Lots and residences by authorized builders or by Developer, its agents or assigns, during the construction and sales period.

1.13 No clothesline shall be located on any Building Lot except one removable, folding, umbrella-like clothesline. Folding umbrella-like clothesline shall be permitted in the rear patio area only. No laundry articles shall be left outdoors overnight or any time on Saturdays or Sundays.

1.14 No bus, camper, motor home, trailer, boat, other watercraft, boat trailer, snowmobile, motorcycle or other similar vehicle shall be stored on any Building Lot unless housed within a garage building. For purposes of this section a vehicle shall be considered "stored" if inoperable, put up on blocks or covered with a tarpaulin and it remains in such condition for a period of 7 consecutive days.

1.15 No exterior portion of any Building Lot shall be used as a dumping ground or storage area for rubbish, machinery, scrap, paper, glass or other such materials. Garbage or other waste shall be kept in trash containers. All containers used for the storage or disposal of trash or recyclable materials shall be kept in a clean and sanitary condition and screened from public view. Building materials to be used in the construction of approved structures may be stored on a Building Lot, provided such building materials are incorporated into the approved improvement within ninety (90) days after their delivery to such Building Lot.

1.16 No sod, dirt or gravel, other than incidental to the construction of an approved structure or the normal maintenance of lawn areas, shall be removed from any Building Lot without the written approval of the Architectural Control Committee.

1.17 No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Building Lot within the Subdivision. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. The Homeowners' Association may regulate and control the maintenance of lawn areas by publishing rules and regulations as it deems necessary from time to time.

1.18 No geothermal or solar heating system shall be installed on any Building Lot or on any dwelling thereon without the prior approval of all applicable agencies and the Architectural Control Committee.

1.19 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Building Lot, except that dogs, cats or other usual household pets may be kept on a Building Lot, so long as such pets are not kept, bred or maintained for any commercial purpose. No animal shall be permitted to run loose or become a nuisance to any owner of any Building Lot in the Subdivision. The Homeowners' Association may regulate and control the maintenance of such household pets by publishing such rules and regulations as it deems necessary from time to time.

1.20 No sign or billboard shall be erected or displayed on any Building Lot except (a) one (1) sign of no more than five (5) square feet advertising the property for sale; (b) signs used by Developer, its successors and/or assigns, to advertise lots or residences for sale during the construction and sales period; and (c) signs approved by the Architectural Control Committee.

1.21 All tanks for the storage of propane gas, fuel or oil shall be located beneath ground level, except that propane tanks for service to the entire Subdivision or, on a temporary basis, for construction of an approved structure may be located above ground.

1.22 No well for the production of gas, water or oil, whether intended for temporary or permanent purposes, shall be drilled or maintained on any Building Lot without the written consent of the Architectural Control Committee.

1.23 No chain link fence will be permitted on any Building Lot in the Subdivision.

1.24 No above ground swimming pools in place for more than forty-eight (48) consecutive hours will be permitted on any Building Lot in the Subdivision.

1.25 Nothing shall be done, placed or stored on any Building Lot which may endanger the health or unreasonably disturb the occupants of the dwellings on neighboring Building Lots.

1.26 The owner of each Building Lot within the Subdivision, upon acquisition of title to such lot, shall automatically become a member of the Homeowners' Association created in accordance with Article 3.01 hereof. Such membership shall be an appurtenance to and shall not be separated from ownership of the Building Lot and such membership shall terminate upon the sale or other disposition by such member of such lot ownership.

1.27 Invalidity of any of these covenants and restrictions by judgment or court order shall in no way affect any other provision hereof, all of which shall remain in full force and effect.

It shall be lawful for the Developer, Johnson County, the City of Greenwood, the Homeowners' Association or any person or persons owning any real property within the Subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any covenant or restriction contained herein. The proceeding may seek to prevent such person or persons from violating or continuing to violate the restrictions or to recover damages for such violation together with the costs incurred in enforcement of the restrictions.

Article 2. Additional Drainage Easement Restrictions

Drainage easements shown on the recorded plat of the Subdivision may include storm water detention or retention areas designed to direct, detain or retain water. The following covenants and restrictions are for the benefit of all Building Lot owners in the Subdivision and are to run with the land and shall be binding on all parties, on all owners, and all persons claiming under them forever, as follows:

2.01 No owner of any Building Lot in the Subdivision shall do or permit to be done any action or activity which would result in (a) the pollution of any retained water, (b) the diversion of water, (c) a change in the elevation of the water level, (d) silting or (e) an adverse effect on water quality, drainage or proper water management, or which would otherwise impair or interfere with the use of such areas for drainage and related purposes for the benefit of all Building Lot owners.

2.02 No boating, fishing, swimming, ice skating or other recreational activity shall be conducted in, on or above said drainage easement areas.

2.03 The Homeowners' Association shall have the right to establish rules regarding the use of any drainage easement areas, provided such rules are not in conflict

with any other provision contained herein, and are reasonably established to protect the safety and welfare of the residents of the Subdivision and their guests, or are established to assure the continued service of the areas for the purposes for which they were designed.

2.04 The Developer, Johnson County, the City of Greenwood, the Homeowners' Association or any person or persons owning any Building Lot within the Subdivision may prosecute proceedings at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions or seek restraining orders or other mandatory relief for the correction of any interference with or damage to the drainage and detention or retention system, and to recover compensation for any damages incurred by the complaining party together with the costs incurred in enforcement of the restrictions.

Article 3. Homeowners' Association

3.01 After the recording of this Declaration, Developer shall form and incorporate a Homeowners' Association (the "Association") to promote the common interest of all Building Lot owners, to handle maintenance of certain areas within the Subdivision as set forth below and to promote compliance with the covenants, conditions and use restrictions set forth in this Declaration. The Association shall be comprised of the owners of all the Building Lots in the Subdivision. Developer reserves the right to expand the membership and duties of the Association to include other areas or sections of Woodgate to be developed in the future on property that is not presently part of the Subdivision. Said areas or sections shall be considered "Expansion Property", the lot owners of which may, at the option of Developer, be required to become members of the Association. If the Developer elects to develop Expansion Property and elects to include the owners of lots in any portion of the Expansion Property as members in the Association and to expand the Association's responsibilities to include similar duties for such portion of the Expansion Property, Developer may do so by filing an amendment to this Declaration to include such Expansion Property within ten (10) years from the date hereof, explicitly setting forth that the lot owners within such portion of the Expansion Property shall become members of the Association and detailing the additional rights and obligations of the Association.

3.02 The management and control of the affairs of the Association shall be vested in its board of directors. The board of directors shall be composed of three (3) members. The three (3) initial members of the board of directors shall be selected by Developer. The three (3) initial members of the board of directors shall serve until (a) that date which is ninety (90) days after 100% of all Building Lots within the Subdivision and 100% of all lots within the Expansion Property which have been developed and made a part of the Subdivision as set forth above in Article 3.01 have been sold, or (b) Developer elects to turn over control of the Association to the Building

Lot owners, whichever shall first occur. Upon the incapacity, resignation or death of any initial director, a successor, who shall serve the remaining term of the departed director, shall be appointed by the remaining members of the board of directors within three (3) months after the incapacity, resignation or death of the departed director. Subsequent board members shall be elected by a majority of the Building Lot owners as more fully set forth in the Articles of Incorporation and By-Laws for the Association.

3.03 The Association, or its agents or assigns, shall have the right to enter onto any common area, open space, public right-of-way or landscape easement area as shown on the recorded plat of the Subdivision, if any, or other easement area as it from time to time deems necessary for the purpose of maintaining the same. Such maintenance may include, but shall not be limited to:

- (a) regular mowing, trimming and fertilizing of grassy areas;
- (b) periodic mulching of flower beds within the Subdivision;
- (c) regular weeding of flower beds;
- (d) flower planting within the Subdivision;
- (e) maintenance of street lighting, if any, and associated electric service billings;
- (f) repair of any permanent signs;
- (g) repair of any stone wall, wing wall or fencing;
- (h) maintenance and repair of any common area amenities;
- (i) treatment of water in any detention or retention areas to limit algae and grassy growth; and
- (j) trimming, pruning, removal and replacement of trees and bushes, as necessary.

3.04 For the purpose of providing funds to carry out the responsibilities of the Association hereunder, the Association shall be empowered to levy, assess and collect from the owner of each and every Building Lot in the Subdivision an amount up to Two Hundred Dollars (\$200.00) per year, irrespective of whether the Subdivision has been completed. Provided, however, that such limit of Two Hundred Dollars (\$200.00) per Building Lot per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of

December, 1999. Any fees assessed by the Association in excess of Two Hundred Dollars (\$200.00) per Building Lot per year, or its adjusted equivalent, must be approved by a majority of the Building Lot owners in the Subdivision.

3.05 Any amount assessed or levied hereunder by the Association against a Building Lot owner shall become a lien on each Building Lot until paid. Any assessments which are not paid within thirty (30) day of the due date shall be delinquent. As long as an assessment remains delinquent, a late fee of ten dollars (\$10.00) will be charged per month until the assessment is paid in full. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Association may file with the Johnson County Recorder a Notice of Lien. The Notice of Lien shall contain a description of the Building Lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessment or assessments. The lien provided for herein shall remain valid for a period of five (5) years from the date a Notice of Lien is duly filed, unless sooner released or satisfied in the same manner provided for by law in the State of Indiana for the release and satisfaction of mortgages on real property or until discharged by the final judgment or order of the Court in an action brought to discharge the lien. The lien shall secure not only the amount of the unpaid assessments and late fees, but also the costs incurred in collection, including, but not limited to interest, attorney's fees and court costs. The lien of the assessment provided for herein shall be subject and subordinate to the lien of any duly executed mortgage on any Building Lot recorded prior to the recording of the Notice of Lien. The holder of any such mortgage which comes into possession of a Building Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure shall take the property free of claims for unpaid installments of assessments or charges against the Building Lot which become due and payable prior to the time such holder or purchaser takes title to the Building Lot.

3.07 No member of the board of directors shall be liable to the owner(s) of any Building Lot or any other person for any error or mistake of judgment exercised in carrying out his duties and responsibilities as a director, except in the case of willful misconduct or gross negligence. Further the Association shall indemnify and hold harmless and defend each of the directors against any and all liability to any person, firm or corporation arising out of any contract made by the board of directors on behalf of the Association, unless any such contract shall have been made fraudulently. It is intended that no director shall have personal liability with respect to any contract made by any board member on behalf of the Association.

3.08 The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a director of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him

in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such director is liable for gross negligence or willful misconduct in the performance of his duties. The Association shall also reimburse to any such director the reasonable costs of settlement of, or judgment rendered in, any action, suit or proceeding, if it shall be found by a majority vote of the owners of the Building Lots that such director was not guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a director, no director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such director relied on the books and records of the Association or statements or advice made by or prepared by the managing agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service, unless such director had actual knowledge of the falsity or incorrectness thereof; nor shall a director be deemed guilty of, or liable for, negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the board of directors.

3.09 Any and all of the rights, powers, duties and obligations assumed by, reserved to, created in or given to the Association may be exercised by Developer until such time as the Association is formed and control thereof transferred to the Building Lot owners. At such time as control of the Association is transferred to the Building Lot owners, Developer may reserve the exclusive right to approve the plot plan, construction plans, color scheme and landscape plan associated with any structure on any Building Lot on which a dwelling unit has not yet been completed and occupied, so long as Developer clearly identifies the Building Lots for which it is retaining such right at the time of the turnover. Developer shall maintain said right of approval for each Building Lot until such time as a dwelling unit has been completed on that Building Lot and occupied by the homebuyer.

Article 4. Architectural Control Committee

An Architectural Control Committee (the "Committee") is hereby established as a standing committee of the Association to carry out the functions set forth for it in this Declaration. The Architectural Control Committee's procedures and duties shall be as follows:

4.01 The Committee shall be composed of three (3) members. The Developer shall appoint each of the three (3) initial members of the Committee.

4.02 The three (3) initial members of the Committee shall serve until such time as the Developer turns over control of the Homeowners' Association to the Building Lot

owners, as set forth in Article 3.02 hereof. Any subsequent members shall be appointed by the Association and shall serve for terms of three (3) years, except that the first appointed members of the Committee shall serve for staggered terms of one (1), two (2) and three (3) years as directed by the board of directors of the Association. All members of said Committee shall serve until the expiration of their terms or until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Committee, a successor, who shall serve the remaining term of the departed Committee member, shall be appointed by the board of directors of the Association within three (3) months after the incapacity, death or resignation of the departed member.

4.03 The Use Restrictions require the submission of detailed plans and specifications to the Committee prior to the erection of, placement on, or alteration of any structure or improvement on any Building Lot. The intent is to achieve an architecturally harmonious, artistic and desirable residential subdivision. Therefore, while considering the approval or disapproval of any plans and specifications submitted, the Committee is directed to consider the appropriateness of the improvement contemplated in relation to the improvements on contiguous or adjacent lots, the artistic and architectural merits of the proposed improvement, the adaptability of the proposed improvement to the Building Lot on which it is proposed to be made, and such other matters as may be deemed by the Committee members to be in the interest and benefit of the owners of the Building Lots in the Subdivision as a whole.

4.04 To assist it in making its determinations, the Committee may require that any plans and specifications submitted to the Committee be prepared by a registered architect or civil engineer. The Committee shall also have the right to require any other reasonable data including, but not limited to, grading or elevation plans, material lists, landscape plans and color scheme designations.

4.05 The Committee's decisions shall be in writing and shall be binding upon all parties in interest. The Committee shall approve, disapprove or request additional information with respect to any submitted request for approval within thirty (30) days after said request shall have been properly submitted to the Committee for approval. A properly submitted request shall be in writing and shall comply with the provisions of Article 1.02 hereto. The failure of the Committee to approve, disapprove or request additional information within said time period shall be deemed an approval of any properly submitted request.

4.06 The approval of any plans and specifications by the Committee shall not constitute a representation or warranty by it as to the quality of the workmanship, materials or architectural or engineering design covered thereunder, or the proposed work's feasibility or compliance with any applicable laws.

4.07 If, in the opinion of the Committee, the enforcement of these restrictions would constitute a hardship due to the shape, dimension or topography of a particular Building Lot in the Subdivision, the Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of the standards of the Subdivision.

Article 5. Other Conditions

5.01 All transfers and conveyances of each and every Building Lot in the Subdivision shall be made subject to these covenants and restrictions.

5.02 Any failure to enforce these restrictions shall not be deemed a waiver thereof or an acquiescence in, or consent to, any continuing, further or succeeding violation hereof.

5.03 If any covenant, condition or restriction hereinabove contained, or any portion thereof, is invalid, such invalidity shall in no way affect any other covenant, condition or restriction.

5.04 All costs of litigation and attorney's fees resulting from violation of this Declaration shall be the financial responsibility of the Building Lot owner or owners found to be in violation.

5.05 So long as Developer maintains control of the Association as set forth in Article 3 hereof, Developer reserves the right to amend this Declaration (a) to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution (including, but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar entity) (b) to the extent necessary to enable the Developer to correct any typographical error, (c) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein or to subject additional property to these restrictions, (d) to change the substance of one or more covenants, conditions, restrictions, terms or provisions hereof or (e) to meet any other reasonable need or requirement in order to complete the Subdivision, but (i) does not materially increase the obligation(s) of any owner under any covenant, condition, term or provision without such owner's consent or (ii) is necessary to comply with a governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction; all without the approval of the Building Lot owners, and each Building Lot owner, by the acceptance of a deed to a Building Lot within the Subdivision, consents to this reserved right.

5.06. Once Developer has turned over control of the Association as set forth in Article 3 hereof, this Declaration may be amended by a majority vote of the Building

Lot owners in the Subdivision so long as such amendment does not materially increase the obligation(s) of any owner under any covenant, condition, term or provision without such owner's consent.

5.07 Only the Building Lots contained in the Subdivision shall be subject to and bound by the restrictions, covenants and conditions set out in this Declaration and none of said provisions shall in any manner affect or be operative in respect to any other land of the owner or its successors or assigns.

IN WITNESS WHEREOF, said Woodgate LLC has caused this instrument to be executed by its duly authorized representative this 4th day of May, 1999.

Signed and acknowledged
in the presence of:

WOODGATE LLC,
an Indiana limited liability company
BY: REPUBLIC DEVELOPMENT CORPORATION,
managing member

[Signature]
[Signature]

By: [Signature]
Richard L. Arnos
Vice President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 4th day of May, 1999, by Richard L. Arnos, Vice President of REPUBLIC DEVELOPMENT CORPORATION, an Ohio corporation, managing member of WOODGATE LLC, an Indiana limited liability company, on behalf of the limited liability company.


[Signature]
Notary Public  **CHERYL L. MILLER**
Notary Public, State of Ohio
Commission Expires 3/25/04

Exhibit A

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**LAND DESCRIPTION
WOODGATE SECTION 1A**

Part of the Northwest Quarter of the Southwest of Section Three (3), Township Thirteen (13) North, Range Four (4) East of the Second Principal Meridian in Johnson County, Indiana, being more particularly described as follows:

COMMENCING at a Stone Found at the Northwest Corner of the said Southwest Quarter Section; thence South 00 degrees 17 minutes 48 seconds West (assumed bearing) along the West Line of the said Southwest Quarter Section a distance of 1364.50 feet to the Southwest Corner of the Northwest Quarter of the said Southwest Quarter Section; thence North 88 degrees 00 minutes 19 seconds East along the South Line of the Northwest Quarter of the said Southwest Quarter Section a distance of 950.75 feet to the BEGINNING POINT; thence North 00 degrees 59 minutes 30 seconds West a distance of 190.26 feet; thence North 89 degrees 00 minutes 30 seconds East a distance of 22.55 feet; thence North 00 degrees 59 minutes 30 seconds West a distance of 126.79 feet; thence North 89 degrees 12 minutes 12 seconds East a distance of 70.00 feet; thence North 78 degrees 55 minutes 37 seconds East a distance of 71.59 feet; thence North 20 degrees 26 minutes 35 seconds West a distance of 13.56 feet; thence North 47 degrees 35 minutes 20 seconds East a distance of 81.96 feet; thence North 21 degrees 31 minutes 16 seconds East a distance of 77.09 feet; thence North 11 degrees 19 minutes 57 seconds West a distance of 74.68 feet; thence North 40 degrees 43 minutes 30 seconds West a distance of 83.81 feet; thence North 56 degrees 06 minutes 47 seconds West a distance of 28.42 feet; thence North 80 degrees 14 minutes 45 seconds East a distance of 157.38 feet; thence South 89 degrees 46 minutes 02 seconds East a distance of 73.73 feet to the East Line of the Northwest Quarter of the said Southwest Quarter Section; thence South 00 degrees 13 minutes 58 seconds West along the East Line of the said Quarter Quarter Section a distance of 637.70 feet to a P.K. nail set at the Southeast Corner of the Northwest Quarter of the said Southwest Quarter Section; thence South 88 degrees 00 minutes 19 seconds West along the South Line of the Northwest Quarter of the said Southwest Quarter Section a distance of 374.89 feet to the BEGINNING POINT, containing 3.945 acres, more or less.

THIS SUBDIVISION CONSISTS OF 8 LOTS, NUMBERED 1 THROUGH 8 AND COMMON AREAS TOGETHER WITH STREETS AND EASEMENTS AS SHOWN HEREON.

Exhibit A

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LAND DESCRIPTION
WOODGATE SECTION 1B

Part of the Northwest Quarter of the Southwest of Section Three (3), Township Thirteen (13) North, Range Four (4) East of the Second Principal Meridian in Johnson County, Indiana, being more particularly described as follows:

COMMENCING at a Stone Found at the Northwest Corner of the said Southwest Quarter Section; thence South 00 degrees 17 minutes 48 seconds West (assumed bearing) along the West Line of the said Southwest Quarter Section a distance of 712.67 feet to the BEGINNING POINT; thence South 89 degrees 42 minutes 12 seconds East a distance of 121.61 feet; thence South 77 degrees 13 minutes 33 seconds East a distance of 50.00 feet; thence South 12 degrees 46 minutes 27 seconds West a distance of 4.95 feet; thence South 77 degrees 13 minutes 33 seconds East a distance of 151.08 feet; thence North 12 degrees 19 minutes 40 seconds East a distance of 70.00 feet; thence North 08 degrees 30 minutes 33 seconds West a distance of 23.90 feet; thence North 81 degrees 31 minutes 30 seconds East a distance of 247.86 feet; thence North 71 degrees 41 minutes 30 seconds East a distance of 97.84 feet; thence North 59 degrees 56 minutes 47 seconds East a distance of 95.85 feet; thence North 55 degrees 36 minutes 09 seconds East a distance of 114.74 feet; thence South 85 degrees 11 minutes 20 seconds East a distance of 48.34 feet; thence South 57 degrees 02 minutes 05 seconds East a distance of 41.49 feet; thence South 19 degrees 54 minutes 16 seconds East a distance of 107.82 feet; thence South 58 degrees 06 minutes 47 seconds East a distance of 187.20 feet; thence South 40 degrees 43 minutes 30 seconds East a distance of 83.81 feet; thence South 11 degrees 19 minutes 57 seconds East a distance of 74.68 feet; thence South 21 degrees 31 minutes 16 seconds West a distance of 77.09 feet; thence South 47 degrees 35 minutes 20 seconds West a distance of 81.96 feet; thence South 20 degrees 26 minutes 35 seconds East a distance of 13.56 feet; thence South 78 degrees 55 minutes 37 seconds West a distance of 71.59 feet; thence South 89 degrees 12 minutes 12 seconds West a distance of 70.00 feet; thence South 00 degrees 59 minutes 30 seconds East a distance of 126.79 feet; thence South 89 degrees 00 minutes 30 seconds West a distance of 22.55 feet; thence South 00 degrees 59 minutes 30 seconds East a distance of 190.28 feet to the South Line of the Northwest Quarter of the said Southwest Quarter Section; thence South 88 degrees 00 minutes 19 seconds West along the said South Line a distance of 950.75 feet to the Southwest Corner of the Northwest Quarter of the said Southwest Quarter Section; thence North 00 degrees 17 minutes 48 seconds East along the West Line of the said Southwest Quarter Section a distance of 651.83 feet to the BEGINNING POINT, containing 17.053 acres, more or less.

THIS SUBDIVISION CONSISTS OF 47 LOTS, NUMBERED 9 THROUGH 55 AND COMMON AREA TOGETHER WITH STREETS AND EASEMENTS AS SHOWN HEREON.

**COMMITMENTS CONCERNING THE DEVELOPMENT
OF REAL ESTATE MADE IN CONNECTION WITH THE
REZONING OF PROPERTY AND PLAN APPROVAL**

In accordance with the applicable law, the owner of real estate located in Greenwood, Johnson County, Indiana, which is commonly known as the Wilcox Property and more particularly described in Exhibit "A", attached hereto and incorporated herein by reference, makes the following commitments concerning the use and development of the real estate hereunder consideration:

WITNESSETH:

1. The development of the real estate shall be accomplished in substantial accordance with the site plan and plat prepared and to be furnished with the Greenwood Plan Commission, all in accordance with the requirements of said Commission as provided in a hearing under date of October 9, 1995.

2. The real estate shall be developed for R-2A Residential - Single Family use in accordance with the Commitments heretofore made and the requirements of the appropriate statutes and ordinances, provided, however, that the owner commits that the use and development of the real estate described in Exhibit "A" which is attached hereto and incorporated herein (hereinafter "REAL ESTATE") shall be as follows:

- (1) except as provided below, any single story home shall have as a minimum, 1,200 square feet of usable living area (excluding porches and garage space) with two-car attached garages;
- (2) any two-story home shall have as a minimum 1,400 square feet usable living area (excluding garage and porch space) with a two-car attached garage;
- (3) there shall be a density maximum of 2.8 lots per acre;
- (4) a tree preservation area of fifteen feet (15') in width along the western, abutting Valle Vista § 6, and northern, abutting Valle Vista §§ 7 & 8, boundaries of the REAL ESTATE shall be established to protect and preserve the natural tree area except where storm drainage facilities are required; and
- (5) the most western tier of lots on the REAL ESTATE which abut Valle Vista § 6 shall have a minimum lot size of 12,000 square feet and a home which shall have as a minimum of 1,500 square feet of usable living area (excluding open porches and garage space) with a two-car attached garage.

3. That by the execution of this document, the undersigned does hereby certify and warrant that the REAL ESTATE hereinunder consideration is owned in fee simple absolute by Myrian Wilcox.

4. These Commitments shall be binding upon the owner, subsequent owners of the REAL ESTATE, and other persons acquiring an interest herein. These Commitments may be modified or terminated by a decision of the Greenwood Plan Commission made at a public hearing after proper notice has been given.

5. The Commitments contained in this instrument shall be effective upon the adoption of Greenwood Common Council Ordinance No. 95-38 which changes zoning on the REAL ESTATE aforesaid from R-2 Residential - Single Family use to R-2A Residential - Single Family use.

6. These Commitments shall be considered covenants running with the land and shall bind all subsequent owners to their terms and conditions and in subsequent modifications thereto as made pursuant to this instrument, statutes of the State of Indiana, or ordinances of the City of Greenwood.

7. These Commitments may be enforced jointly and severally by:

A. The Greenwood Plan Commission; and

B. Owners of all parcels of ground adjoining the REAL ESTATE to a depth of 300 feet. The identity of such owners shall be determined from the records of the Office of the Johnson County Auditor which lists the current owners of record. For purposes of this paragraph, the cutoff date for such determination shall be at 12:00 O'Clock noon on the date of filing for enforcement.

8. The undersigned owner hereby authorizes the City of Greenwood to record these Commitments in the Office of the Recorder of Johnson County, Indiana, upon final approval of Greenwood Common Council Ordinance No. 95-38 which is an ordinance amending the zoning classification applicable to the REAL ESTATE hereunder consideration.

9. The undersigned hereby commits, covenants and warrants that the REAL ESTATE hereinunder consideration shall be used and developed as follows:

- (1) except as provided below, any single story home shall have as a minimum, 1,200 square feet of usable living area (excluding porches and garage space) with two-car attached garages;
- (2) any two-story home shall have as a minimum 1,400 square feet usable living area (excluding garage and porch space) with a two-car attached garage;
- (3) there shall be a density maximum of 2.8 lots per acre;

(4) a tree preservation area of fifteen foot (15') in width along the entire western and northern boundary of the REAL ESTATE to protect and preserve the natural tree area from any use except for storm drainage facilities; and

(5) the most western tier of lots on the REAL ESTATE shall have a minimum lots size of 12,000 square feet and have homes of at least 1,500 square feet of usable living area (excluding porch and garage space) with two-car attached garages.

The undersigned covenants and warrants that he/she/they is/are duly authorized to execute and deliver the foregoing Commitments and that all necessary action has been taken to approve and adopt the re-zoning ordinance described herein, the Commitments shall be the lawful and binding obligations of said owner and all subsequent owners of the REAL ESTATE.

IN WITNESS WHEREOF, the owner has executed this instrument this 18 day of January, 1996.

OWNERS

By: Myrian Wilcox
Myrian Wilcox

Chris N. Wilcox
Chris N. Wilcox

STATE OF TEXAS)
) SS:
COUNTY OF DIXON)

Myrian Wilcox,

Before me, a Notary Public, in and for said County and State, personally appeared Chris N. Wilcox, owners, who acknowledged the execution of the within COMMITMENTS, and, who being duly sworn, stated that the representations contained therein are true.

WITNESS my hand and Notary Public of JAN, 1996
My Commission Expires: 10/11/98
[Signature]
NOTARY PUBLIC
City of Residence



This instrument was prepared by Jo Angela Woods, Greenwood City Attorney, 2 North Madison Avenue, Greenwood, IN 46142

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CODE OF BYLAWS
OF
WOODGATE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

Name and Location

The name of the Corporation is Woodgate Homeowners' Association, Inc. (hereinafter referred to as the "Corporation"). The principal office of the Corporation shall be located at:

1463 Queensborough Drive
Carmel, Indiana 46033

until and unless changed in accordance with the law by the Board of Directors, but meetings of members and directors may be held at such places either within or without of the State of Indiana as may be designated by the Board of Directors.

ARTICLE II

Definitions

(1). **"Declarant"** shall mean Langston Development Company, Inc., an Indiana Corporation, and any of it's successors and assigns designated in one or more written recorded instruments to have the rights of Declarant under the Declaration, including, but not limited to, any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant.

(2). **"Declaration"** shall mean and to refer to the Declaration of Covenants and Restrictions of Woodgate Subdivision as amended on _____, 1995, and recorded on 1/28/98, 1995, in the office of the Recorder of Hamilton County, Indiana, and as the same may be amended or supplemented from time to time as therein provided, said Declaration being incorporated herein by reference as if set forth at length herein.

(3). **"Corporation"** shall mean and refer to Woodgate Homeowners' Association, Inc., an Indiana Nonprofit Corporation.

(4). All of the definitions and terms as defined and used in the Declaration and the Corporation's Articles of Incorporation shall have the meanings in these Bylaws and reference is specifically made to the Declaration containing definitions of terms.

ARTICLE II

Membership and Voting

(1). **Membership, Transfer, Voting Rights.** Reference is hereby made to the Declaration and to the Corporation's Articles of Incorporation, of which are incorporated herein by reference, which sets forth terms, provisions and conditions governing and relating to membership rights in the Corporation, transfer of membership and voting rights of classes of members, all of which terms, provisions and conditions are incorporated herein by reference.

(2). **Quorum.** After the *Applicable Date*, the presence in person or by proxy at any meeting of the membership of persons entitled to vote *fifty percent (50%)* of the votes of the membership shall constitute a quorum for any action except as otherwise provided in or required by the Articles of Incorporation, the Declaration, these Bylaws, or by statute. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote there at shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present and represented.

(3). **Proxies.** Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Corporation before the appointed time of each meeting of the members of the Corporation. Cumulative voting shall not be permitted.

(4). **Majority Required.** A majority of *two-thirds (2/3)* of the votes of members present (in person or by proxy) at a meeting at which a quorum is present shall be sufficient for the transaction of all business of the Corporation except on matters where a greater vote is required by the Declaration, the Articles of Incorporation, these Bylaws or by statute.

(5). **Meetings.** After the *Applicable Date*, meetings of the Corporation shall be in accordance with the following provisions:

(a) **Annual Meetings.** The first annual meeting of the members of the Corporation shall be held within one (1) year from the date of incorporation of the Corporation, the exact date and time to be decided by the Board of Directors. At such first annual meeting of the members, the members may designate a regular day or date for successive annual meetings. If the members fail to designate such regular day or date, the Board of Directors may continue to designate the day or date of the next annual meeting until such designation is made by the members. If any designated day or date falls upon a legal holiday, it shall be understood that the actual date of meeting shall be the next business day succeeding such designated day or date.

(b) **Special Meetings.** A special meeting of the members shall be held within thirty (30) days after the *Applicable Date*, at which time an election shall be had of a full slate of Directors who shall collectively replace, for their unexpired terms, the Board and/or Officers in office immediately prior to such election. It shall be the duty of the President to call a special meeting of the members when requested, in writing, by a majority of the members of

the Board of Directors or upon a petition signed by members of the Corporation who are entitled to vote twenty-five percent (25%) of all of the votes of the membership. Notice of any special meeting shall state the time, place and purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the votes present in person or by proxy at such meeting.

(c) **Notice of Meetings.** After the Applicable Date, it shall be the duty of the Secretary to serve a notice of each annual or special meeting, stating the purposes thereof as well as the time and place where it is to be held, upon each member of record, at least ten (10) days prior to such meeting. The mailing or delivery by representative of such notice to each member at the address shown for such member on the corporation's records shall be deemed notice served.

(d) **Order of Business.** The order of business at all meetings of the members shall, to the extent applicable, be as follows:

- (1) Roll Call
- (2) Proof of meeting notice or waiver of notice.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of Officers.
- (5) Reports of committees.
- (6) Election of Directors.
- (7) Unfinished business.
- (8) New business.

ARTICLE V

Nomination and Election of Directors

(1). **Nomination.** After the *Applicable Date*, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Corporation. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made only from among members of the Corporation, or persons deemed to be members thereof, in accordance with the Declaration and Articles of Incorporation.

(2). **Election.** After the applicable Date, election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE V

Board of Directors

(1) **Number and Qualification.** Prior to the *Applicable Date*, the number of Directors comprising the Board shall be *three (3)*, which from time to time be increased by resolution adopted by not less than a majority of the Board of Directors. From and after the *Applicable Date*, the number of Directors comprising the Board shall be five (5), which number may from time to time be increased or decreased by resolution adopted by not less than a majority of the Board of Directors. In no event shall the number of Directors be less than *three (3)* nor more than five (5) and no reduction in the number of Directors shall have the effect of removing a Director from office prior to the expiration of his term. In the event the number of Directors is increased subsequent to the *Applicable Date*, the election of the additional Director or Directors shall be by a vote of the members entitled to elect such additional Director or Directors according to a procedure established by the Board by resolution.

(2) **Board of Directors.**

2.1. **Election of Board of Directors Before Applicable Date.** The first Board of Directors named in the Articles of Incorporation shall maintain, manage and administer the affairs, the real estate and other property of the Corporation until the first meeting of the members occurring on or after the *Applicable Date*, and until their successors have been duly elected and qualified, unless said Directors sooner resign, be removed or otherwise disqualified to serve in which case the Class B members shall elect their replacements).

2.2. **Election of the Board of Directors After Applicable Date.** Subsequent to the *Applicable Date*, Directors shall be elected at the annual meeting provided in Article 3. The board may, by resolution, establish such election procedures as it deems appropriate. Voting for the Board of Directors shall be by secret written ballot. The ballot shall be prepared by the Elections Committee and shall contain the name of each person nominated for election. Those persons receiving the highest number of votes shall be elected

2.3. **Term.** Except for the Initial Board which shall serve until the *Applicable Date*, each Director shall serve for a term of one (1) year or until his successor is elected and qualified. Incumbent Directors shall be eligible for re-election.

(3) **Powers.** The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance or their duties, which powers include, but are not limited to, the power:

(a) To adopt and publish rules and regulations governing the use of the facilities, if any, of the Corporation, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) To suspend the voting rights of Class A members and right to use any Corporation facilities of a member, but not rights to access and easements necessary for the use of his lot,

during any period in which such member shall be in default for a period of thirty (30) days in the payment of any assessment levied by the Corporation, or the payment of any other amount or the performance of any other term of the Declaration or these Bylaws. Such rights may also be suspended after notice and hearing, for a period of not to exceed sixty (60) days, for infraction of published rules and regulations;

(c) To exercise for the Corporation all powers, duties and authority vested in or delegated to this Corporation and not reserved to the membership or Declarant by other provisions of these Bylaws, or the Articles of Incorporation, or by statute;

(d) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors;

(e) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties, subject to the limitations set forth in the Declaration, Articles of Incorporation or these Bylaws;

(f) To do and take all such action as is or may be necessary, desirable, or appropriate to perform the duties, obligations and responsibilities of the Board as required by the Declaration, other provisions of these bylaws, the Articles or by statute.

(g) To enforce all provisions of the Declaration, Articles of Incorporation and these Bylaws, not retained by the Declarant, including but not limited to the collection of annual dues and special assessments, enforcement of the Declaration and enforcement of the Consent Decree entered into as a resolution of the Lis Pendens filed in Hamilton Superior Court of Indiana under Case number: 29D02-9310-CP-388. The Board also reserves the right to enforce these provisions by injunction or other legal means, together with the right to cause removal by due process of law, of any structure or part thereof erected or maintained in violation of the provisions of the Declaration, Articles of Incorporation, these Bylaws and statutes. Whosoever is found in violation of the herein stated provisions shall be held financially liable for any and all costs associated with the legal remedies incurred by the Homeowner's Association in their enforcement of said provisions.

(h) To issue or cause an appropriate officer to issue a receipt for paid dues and assessments.

(i) To procure and maintain liability and other hazard insurance on property owned by the Corporation which shall include fire and extended coverage on insurable common property on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement only), and to use the proceeds of such insurance solely for the replacement or reconstruction of such insurable common property including insured improvements; and to procure and maintain other insurance required or authorized by the Declaration, and to use the proceeds thereof for their intended purposes;

(j) After the applicable Date, to cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(k) To cause all of the common Areas to be maintained; and

(l) To perform, or cause to be performed, all duties and obligations imposed upon the Corporation and the Board of Directors under the Declaration, Articles or statute.

(5) **Term of Office.** At the first meeting after the Applicable Date, and at each annual meeting thereafter, the members shall elect Directors for a term of one (1) year to fill the vacancies created by expiring terms. There shall be no limit on the number of times a Director may serve.

(6) **Vacancies.** Except for vacancies in the Board of directors occurring prior to the first meeting of members following the Applicable Date, any vacancy in the Board of Directors shall be filled by vote of the majority of remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director for the unexpired term of his predecessor, or until his successor is elected.

(7) **Compensation.** No Director shall receive compensation for any services rendered to the Corporation as such Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties, and any Director may be paid and compensated for services to the Corporation in a capacity other than as a Director.

(8) **Organization Meeting.** The first meeting of a newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole board shall be present.

(9) **Regular Meetings.** Regular meetings of the Board shall be held at such regular intervals, without notice, at such place and time as may be determined from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

(10) **Special Meetings.** Special meetings of the Board may be called by the President on three (3) days notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two-thirds (2/3) of the Directors.

(11) **Waiver of Notice.** Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

(12) **Quorum.** At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of Directors present at a meeting at which a quorum is present shall be the acts of the Board except where otherwise provided in or required by the Declaration, Articles, these Bylaws or by statute. If at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

(13) **Action taken without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could have taken at a meeting of the Board by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

(14) **Homeowners' Meetings.** The Directors shall hold at least semi-annual meetings for the benefit of the Homeowners. The time and Place shall be determined by the Board and the Homeowners provided with a fourteen (14) day notice of such meeting.

ARTICLE VI

Officers and Their Duties

(1) **Enumeration of Offices.** The officers of this corporation shall be a President, a Secretary and a Treasurer, all of whom shall be members of the Board, and such other officers as the Board may from time to time by resolution create. Any two or more offices may from time to time be held by the same person except President and Secretary.

(2) **Election of Officers.** The election of officers shall take place at the first meeting of the Board following each annual meeting of the members.

(3) **Term.** The officers of this Corporation shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, be removed or otherwise be disqualified to serve.

(4) **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(5) **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve the remainder of the term of the officer he replace.

(6) **Multiple Offices.** The office of Vice President and any other office (except that of President) may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

(8). Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and, unless other signatory authority is provided by resolution of the Board, shall co-sign all checks and promissory notes. The President shall have the power to appoint committees from among the members of the Corporation from time to time as he may in his discretion deem appropriate to assist in conducting the affairs of the Corporation. The President shall have and discharge all the general powers and duties usually vested in the office of the president or chief executive officer of an association or a stock corporation organized under the laws of the State of Indiana.

(b) Vice President. The vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board or as are delegated to him by the President.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Corporation (if any is adopted) and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Corporation together with their addresses; and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Corporation and shall disburse such funds as directed by resolution of the Board; unless other signatory authority is provided by resolution of the Board, shall sign all checks and promissory notes of the Corporation, keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and delivering a copy of each to the members.

ARTICLE VII

Committees

(1). Nominations. The Board shall appoint a Development Control Committee and a Nominating Committee, *to be approved by a majority vote of the homeowners.* At any time when the Board has not appointed a Development Control Committee or a Nominating Committee, the Board shall itself act as, and be and constitute, such Committee not so appointed. In addition, the Board or the President may appoint other committees deemed appropriate in carrying out the purposes of the Corporation.

(2). Development Control Committee. It shall be the duty of the Development Control Committee to work with the Developer (Declarant) to review and approve or dis-approve any and all new plans for construction on lots in Woodgate as provided for in the Declaration; to review and approve or dis-approve any and all changes to existing homes and lots in Woodgate, currently owned by members, which would require a building permit. In addition, the Development Control Committee shall review and approve or dis-approve all landscaping, design specifications and alterations to any and all portions of the common areas of Woodgate. In the event the Development Control Committee fails to approve, modify or disapprove in writing a Plan within thirty (30) days after such plan has been duly filed with procedures established by the Board, approval will be deemed granted. A decision by the Development Control Committee may be appealed by any Owner to the Board which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors then serving.

ARTICLE VIII

Financial Affairs

(1). Books of Account. Except as otherwise provided by the laws of the State of Indiana, by the Articles, or these Bylaws, the books and records of the Corporation may be kept at such place or places, within or without of the State of Indiana, as the board may from time to time by resolution determine, but all such books and records shall be open for inspection to any member at any reasonable time for purposes reasonably related to his interest as a member.

(2). Fiscal Year. Unless otherwise fixed, from time to time, by resolution of the Board, the fiscal year of the Corporation shall commence on January 1 and end the following December 31 each year; provided, however, that the fiscal year for purposes of assessments may be different than the general fiscal year of the Corporation.

(3). Contracts. The Board may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may general or confined to a specific instance; and unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit or render it liable pecuniarily for any purpose or amount.

(4). Checks, Etc. All checks, drafts, notes, bonds, bills of exchange, and orders for the payment of money shall, unless otherwise directed by the Board or required by law, be signed by any two of the following officers, who are different persons: President, Vice President, Secretary or Treasurer. The Board may, however, designate officers or employees of the corporation, other than those named above, Who may, in the name of the Corporation, execute drafts, checks and orders for the payment of money on its behalf.

(5). Investments. The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the Judgment of the Board.

(6). Reserve for Replacements. The Board shall establish and maintain a reserve fund for replacements by the allocation and payment to such reserve fund of an amount determined annually by the Board to be sufficient to meet the cost of periodic maintenance, repairs, renewal and replacement of the property. In determining the amount, the Board shall take into consideration the cost of materials and labor, interest to be earned by such fund and the advice of the Developer, managing agent or any consultants the Board may employ. Such fund shall be deposited in a special account with a financial institution, the accounts of which are insured by an agency of the United States Government, or may, in the discretion of the Board, be invested in obligations of, or guaranteed as to principal and interest by, the United States Government or one of its agencies.

(7). Assessment Year. The assessment year of the Corporation, unless fixed by resolution of the Board, shall be the same as the Fiscal Year of the Corporation.

(8). Auditing. Subsequent to the Applicable Date, the books and accounts of the Corporation shall at the close of each fiscal year be reviewed by an independent accountant appointed by the Board of Directors.

(9) Annual Budget. By a majority vote of the Directors, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for the allocation of expenses in such manner that the obligations of the Corporation will be met.

ARTICLE IX

Assessments

Each member of the Corporation (other than Declarant) is obligated to pay the Corporation annual dues and any special assessments that have been voted on by the members and assessed by the Board of Directors. Each Assessment, together with the costs of collection thereof, shall be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessment came due. Any assessments which are not paid when due shall be considered delinquent. No member of the Corporation may waive or otherwise escape liability for the assessments provided for in the Declaration or herein by non-use of the Common Area or abandonment of his lot.

(1) General Assessment (Dues). The General Assessment levied by the Corporation shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of Lots and for the improvement, maintenance and operation of the Common Areas.

(a) Basis for Assessment.

(i) Unimproved Lots. Lots which are not improved with a residence are not subject to assessment.

(ii) Improved Lots. Lots which have been improved by the construction of a Residence thereon, whose Owners are Members of the Corporation, shall be subject to assessment.

(2) **Method of Assessment.** By a vote of a majority of the Directors and approved by the Members at the Annual Meeting, the Board shall fix the General Assessment (Dues) for each assessment year of the Corporation. The Board shall establish the date(s) the General Assessment shall become due and the manner in which it shall be paid.

(3) **Allocation of Assessment.** Except as otherwise provided, all Lots subject to assessment shall be assessed equally for the General Assessment as well as any other permitted expenses incurred by the Corporation in exercise of its duties.

(4) **Initial Capital Assessment.**

(a) **Existing Homes.** Upon the Applicable Date, there shall be due and payable to the Corporation, by the Members of the Corporation, an amount set forth in the Declaration.

(b) **Future Homes.** On the date of mortgage closing or the conveyance of deed to an Owner of a Lot (other than the holder of a first mortgage on such Lot which constitutes a deed in lieu of foreclosure), there shall be due and payable to the Corporation, an amount set forth in the Declaration, by the new Owner.

(5) **Special Assessments.** The Corporation may levy in any fiscal year a Special Assessment applicable to that year, provided that any such assessment shall have the assent of the Members who are voting in person or by proxy at a meeting of such Members duly called for this purpose.

(6) **Effect of Nonpayment of Assessments - Remedies of the Corporation.** Any assessment approved by the Members and levied by the Board shall become due within thirty (30) days after the due date. Any assessment not paid within this time may, upon resolution of the Board, bear interest from the from the due date at a percentage rate no greater than the statutory maximum annual interest rate, to be set by the Board for each assessment year. The Corporation shall be entitled to institute in any court of competent jurisdiction any lawful action to collect the delinquent assessment plus any expenses or costs, including attorneys' fees, incurred by the Corporation, in collecting such assessment. If the Corporation has provided for collection of any assessment in installments, upon default in the payment of any one or more installments, the Corporation may accelerate payment and declare the entire balance of said assessment due and payable in full. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Homeowner's Association services or abandonment of his lot.

ARTICLE X

Amendments

(1). Power to Amend. After the Applicable Date, the power to amend, alter, add to and repeal these Bylaws is vested in the members of the Corporation; provided, however, that no amendment or other change shall be made in these Bylaws which conflicts with the terms and provisions of the Declaration unless the same is adopted by and approved by the members of the Corporation and others entitled by the terms of the Declaration to vote on amendments to the Declaration as provided in, and in accordance with the requirements of the Declaration; provided further, there shall be no amendment of or other change to these Bylaws prior to the Applicable Date without the consent and approval of Declarant.

(2). Conflicts. In the case of any conflict between the Articles and these Bylaws, the Article shall control, and, in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**Articles of Incorporation
of
Woodgate Homeowner's Association, Inc.**

WHEREAS, Woodgate, Inc. (hereinafter Developer, Robert C. Langston) is now developing property in Hamilton County, Indiana, as a residential community that is known as "Woodgate" and sometimes referred to as "the Development"; and

WHEREAS, it is desirable that a cooperative maintenance system be established, governed and operated by the owners of the property in the Development in such manner as to promote the creation and preservation of peaceful enjoyment of the property and the protection and enhancement of property values in the Development; and

WHEREAS, plat restrictions and restrictive covenants have been recorded with respect to the Development.

KNOW ALL MEN BY THESE PRESENTS that the undersigned incorporator, desiring to form a corporation (hereinafter referred to as the "Corporation"), pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended (hereinafter referred to as the "Act"), executed the following Articles of Incorporation.

ARTICLE I

Name

The name of the Corporation is Woodgate Homeowners' Association, Inc.

ARTICLE II

Purposes

The purpose for which the Corporation is formed are:

(1). To exercise the powers and functions granted to it in, or pursuant to, the plat restrictions applicable to the Development, or any portion thereof, and any other restrictive covenants that have heretofore or may hereafter be recorded in respect of the development, or any part thereof *and to comply with the Consent Decree entered into as a resolution to the Lis Pendens filed in Hamilton Superior Court of Indiana under Cause number: 29D02-9310-CP-388.*

(2). To care for, and maintain for those properties which the Corporation is responsible.

(3). To enforce charges, easements, restrictions, conditions, covenants, and servitudes existing upon and created for the benefit of the property over which the Corporation may have jurisdiction; to pay all expenses incidental thereto; to enforce the decisions and rulings of the Corporation; and to pay all expenses in connection herewith.

(4). To appoint such committees as may be necessary to, or convenient in, the Corporation's discharging the duties entrusted to it.

(5). To levy annual charges which shall be the personal obligation of the members of the Corporation; to publish the names of members who shall fail to pay the charges made by the Corporation; and to sue to collect any such charges that are not paid. Each year the Board of Directors of the Corporation shall consider the current operational and maintenance needs and future needs, including capital needs of the Corporation, and, in light of those needs, shall fix the amount of the annual charges for membership. The annual charge will not exceed the cost to the Corporation of carrying out the purposes for which the Corporation is formed, together with a reasonable amount of reserve for emergencies or contingencies. Nothing contained in this paragraph 5 does, or is intended to, or shall be construed to, create in the Corporation a power to levy or make any charge of any kind against the Developer or against the Corporation itself.

(6). To make and enforce rules establishing the type of activities and the permissible conduct allowed on property that the Corporation is responsible for.

(7). To expend the monies collected by the Corporation from assessments or charges, and other sums received by the Corporation, for the payment and discharge of all proper costs, expenses, and obligations incurred by the Corporation in carrying out all or any of the purposes for which the Corporation is formed.

(8). To do any and all lawful things and acts, and to have all lawful powers, which any corporation organized under and by virtue of the Act may do and have, and, in general, to do all things necessary and proper to accomplish the foregoing purposes, including the specific power to appoint any person or corporation as its fiscal agent to collect all assessments and charges levied by the Corporation the Corporation's charges.

The purposes specified in the foregoing clauses of this Article shall not be limited or restricted by reference to or inference from the terms of any clause of this or any other Article herein. The above stated purposes shall be construed both as purposes and powers. The enumeration of specific powers at any place in these Articles shall not be held to limit or restrict in any manner the general powers and privileges which the Corporation has under the Act or which it may have under the present or future laws of the State of Indiana. However, the Corporation shall not, by implication or construction of the above stated purposes or the enumeration of specific powers at any place in these Articles, be deemed to possess the power of engaging in any activity for the purpose of, or resulting in the pecuniary enumeration to or profit of, its members, except the foregoing shall not be deemed to prohibit reasonable compensation to members of the Corporation for services actually rendered.

ARTICLE III

Period of Existence/Type of Corporation

The period during which the Corporation shall continue is perpetual.

The Corporation is a public benefit corporation.

ARTICLE IV

Resident Agent and Principal Office

1. Resident Agent Steve Purcell
2. Principal Office 1463 Queensborough Drive
 Carmel, IN 46033

ARTICLE V

Membership

(1). **CLASSES.** There shall be two (2) classes of membership which shall be called respectively "Class A" and "Class B". "Person", as used in this Article V, shall include an individual, partnership, trust, firm or other business entity recognized in this state.

(2). **RIGHTS, PREFERENCES, LIMITATIONS AND RESTRICTIONS OF CLASSES.** The members of the Corporation shall be persons who at any time are owners (legal or equitable) of numbered residential lots in the Development. A person who has no interest in real estate in the Development other than an interest that is held merely as security for the performance of an obligation to pay money (e.g., the interest of a mortgagor land contract vendor) shall not by that interest be entitled to membership in the Corporation.

Class "A" Membership. The Class A member shall be those persons who own single-family residential lots in the Development, with the exception of the Developer or its successor in title. Class A membership in the Corporation shall terminate when any member shall cease to be the owner of a single-family residential lot in the Development.

Class "B" Membership. The Class B members shall consist of the Developer and any persons who shall hereinafter succeed to the Developer's interest in the Development substantially as a whole. The Class B membership shall cease and terminate upon the date the Developer sells the last lot which it owns in the Development, and the Developer no longer owns any lots in the Development.

From and after the happening of those events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one (1) vote for each unit in which it holds the interest required for membership.

No member may be expelled from membership in the Corporation for any reason whatsoever; provided, however, that the Board of Directors of the Corporation shall have the right to suspend the voting rights of any member

- (i) for any period during which any Corporation charge owned by the member remains unpaid, and
- (ii) during the period of any continuing violation of the restrictive covenants of the Development, after the existence of the violation shall have been declared by the Board of Directors *and presented to the offending member in written form by the Board of Directors or their designee.*

(3). **VOTING RIGHTS OF CLASSES.** On matters coming before the membership after the Applicable Date, Class A members shall have one (1) vote for each single-family residential lot within the development owned by such member. If two or more Class A members have owner's rights in a single-family residential lot within the Development, such members shall among them be entitled to only one (1) vote for each single-family residential lot. Class A members shall not have voting rights until after the Applicable Date. Class B members shall be entitled to one (1) vote for each numbered residential lot in the Development that is owned by the member. Any member (whether Class A or Class B member) shall have the power to cast his vote or votes by proxy or voting trust.

ARTICLE VI

Directors

(1). **Number of Directors** The business affairs of the Corporation shall be conducted, managed, and controlled by a Board of Directors. The initial Board of Directors is composed of four (4) members. The exact number of Directors shall be prescribed from time to time in the Bylaws of the Corporation, but under no circumstances shall the minimum number be less than three (3).

(2). **Names and Post Office Addresses of the Directors.** The Names and post office addresses of the initial Board of Directors are:

Steve Purcell	1434 Queensborough Drive	Carmel, IN 46033
Jim Richter	1490 Warwick Court	Carmel, IN 46033
Mary Ellen Cooper	1524 Warwick Court	Carmel, IN 46033
Bonnie Strack	1295 Woodgate Drive	Carmel, IN 46033\

ARTICLE VII

Incorporator

Name and Post Office Address. The name and post office address of the Incorporator of the Corporation is as follows:

Steve Purcell
1434 Queensborough Drive
Carmel, IN 46033

ARTICLE VIII

Property at Incorporation

No property is to be taken over by the Corporation at or upon its Incorporation, but this fact shall in no manner restrict the Corporation in respect of its later receiving property by donation, grant, purchase or other means.

ARTICLE IX

Provisions for Regulation and Conduct of the Affairs of the Corporation

(1). General. In furtherance of, and not in limitation of, the powers conferred upon the Board of Directors by statute, the Board of Directors is expressly authorized, without any vote or other action by members other than such as at the time shall be expressly required by statute or by these Articles of Incorporation or by the Bylaws, as from time to time amended, to exercise all the powers, rights and privileges of the Corporation (whether expressed or implied herein or conferred by statute) and to do all acts and things which may be done by the Corporation.

(2). Indemnification. To the extent not inconsistent with the Indiana law as in effect from time to time:

(a). Every person (and the heirs and personal representatives of such person) who is or was a director, officer or employee of the Corporation shall be indemnified by the Corporation against all liabilities and reasonable expenses that maybe incurred by him in connection with or resulting from any claim, action, suit, or proceeding

(i) if such director, officer or employee is wholly successful with respect thereto, or

(ii) if not wholly successful, then if such director, officer or employee is determined, as provided in paragraph (d), to have acted in good faith in what he reasonably believed to be the best interest of the Corporation and,

in addition, with respect to any criminal action or proceeding is determined to have had no reasonable cause to believe that his conduct was unlawful. The judgment, settlement (whether with or without court approval) or conviction or upon a plea of guilty or nolo contendere or of equivalent, shall not create a presumption that a director, officer or employee of the Corporation (or his heirs and personal representatives) may become involved, as a party or otherwise:

- (1) By reason of his being or having been a director, officer or employee of this Corporation or of any other corporation which he has served at the request of this Corporation;
- (2) By reason of his acting or having acted in any capacity in a partnership, association, trust or other organization or entity where he served as such at the request of this Corporation; or
- (3) By reason of any action taken or not taken by him in such capacity, whether or not he continued in such capacity at the time such liability or expense shall have been incurred.

(b) The terms "liability" and "expense" shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgment, fines or penalties against, and amounts paid in settlement by or on behalf of, a director, officer or employee.

(c) The term "wholly successful" shall mean

- (i) termination of any action, suit or proceeding against the person in question without finding of liability or guilt against him,
- (ii) approval by a court, with knowledge of the indemnity herein provided, of a settlement of any action, suit or proceeding, or
- (iii) the expiration of a reasonable period of time after the making of any claim or threat of an action, suit or proceeding without the institution of the same, without any payment or promise made to induce settlement.

(d) Every person claiming indemnification hereunder (other than one who has been wholly successful with respect to any claim, action, suit or proceeding) shall be entitled to indemnification

- (i) if special independent legal counsel, which may be regular counsel of the Corporation or other disinterested person or persons, in either case selected by the Board of Directors, whether or not a disinterested quorum exists (such counsel or person or persons hereafter called "the

referee"), shall deliver to the Corporation a written finding that such director, officer or employee has met the standards of conduct set forth in the preceding subparagraph (a); and

- (ii) if the Board of Directors, acting upon such written finding, so determines.

The person claiming indemnification shall, if requested, appear before the referee, answer questions which the referee deems relevant and shall be given ample opportunity to present the referee evidence upon which he relies for indemnification. The Corporation shall, at the request of the referee, make available facts, opinions or other evidence in any way relevant to the referee's finding which are within the possession or control of the Corporation.

(e) The rights of indemnification provided in this Section shall be in addition to any rights which any such director, officer or employee may otherwise be entitled. Irrespective of the provisions of this section, the Board of Directors may, at any time and from time to time, approve persons to the full extent permitted by the provisions of Indiana law at the time in effect, whether on account of past or future transactions.

(f) Expenses incurred with respect to any claim, action, suit or proceeding may be advanced by the Corporation (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless he is entitled to indemnification.

(3). **Meetings.** Meeting of both the members and the Board of Directors shall be held at such places as may be authorized by the Bylaws and specified in the respective notices or waivers of notice of any such meetings.

(4). **Removal of Directors.** Directors may not be removed from office during the term for which they were properly elected, except for malfeasance in office, unless otherwise provided by the bylaws.

(5). **By-laws.** The Board of Directors shall have the power to make, alter, or amend or repeal the By-laws of the Corporation by the affirmative vote of at least two-thirds (2/3) of the Mortgagees (based on one vote for each first mortgage owned) and the Developer or two-thirds (2/3) of the Class A members (other than the Developer). Any further provisions, consistent with the Articles of Incorporation and the laws of this state, for the regulation and conduct of the affairs of the Corporation, and creating, defining, limiting or regulation the powers of the Corporation, of the directors or of the members, may from time to time be prescribed by the Bylaws of the Corporation.

(6). Amendment Repeal. The Corporation shall be deemed, for all purpose, to have reserved the right to amend, alter, change or repeal any provision contained in its Articles of Incorporation to the extent and in the manner now or hereafter permitted or prescribed by statute, and all rights herein conferred upon members are granted subject to such reservation.

ARTICLE X

Distribution of Assets on Dissolution or Final Liquidation

The Corporation's assets, if any, shall be conveyed to its members and tenants in common upon dissolution or final liquidation.

The undersigned adopts these Articles of Incorporation representing beforehand to the Secretary of State of the State of Indiana and all persons whom it may concern that a membership list or lists of the above named corporation for which a Certificate of Incorporation is hereby applied for, have heretofore been opened in accordance with the law and that at least one (1) person has signed such a membership list.

IN WITNESS WHEREOF, the undersigned hereby executes these Articles of Incorporation and certifies to the truth of the facts herein stated this _____ day of _____, 1995.

Woodgate, Inc., an
Indiana Corporation

By: _____
President

Recorded Johnson County, Indiana
Jean Harmon, Recorder
Date 12/22/1999 Time 10:32:35 1 of 3 Pgs
Inst # 1999-036034 OFF
Fee Amt: 17.00

Recorded Johnson County, Indiana
Jean Harmon, Recorder
Date 12/22/1999 Time 10:32:35 1 of 3 Pgs
Inst # 1999-036034 OFF
Fee Amt: 17.00

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WOODGATE, SECTION 1**

**TO PROVIDE FOR THE ADDITION OF
WOODGATE, SECTION 2**

The undersigned, Woodgate LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Pleasant Township, Johnson County, Indiana, known as Woodgate, Section 1A and 1B as delineated on a plat thereof recorded as Instrument No's. 1999-014178(D198) and 1999-014179(D199) respectively in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for Woodgate, Section 1A and 1B, dated May 7, 1999 (the "Declaration"), which Declaration was recorded as Instrument No. 1999-014177, Johnson County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing Woodgate, Section 2 as delineated on a plat thereof recorded as Instrument No. 1999-035496(D260), a subdivision in Pleasant Township, Johnson County, Indiana consisting of lots 56 through 88 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

2. Each dwelling constructed on Building Lots 70, 71, 72, 73, 74 and 75 shall have a minimum of 1,500 square feet of living area exclusive of basements, open porches, garages and other unheated areas.

3. Building Lots 70, 71, 72, 73, 74 and 75 shall have a tree preservation area of fifteen feet (15') in width along the western boundaries abutting Valle Vista subdivision to protect and preserve the natural tree areas except where storm drainage facilities are required.

IN WITNESS WHEREOF, Woodgate LLC has caused this instrument to be executed by its duly authorized representative this 29th day of November, 1999.

Signed and acknowledged
in the presence of:

WOODGATE LLC, an Indiana
limited liability company

BY: REPUBLIC DEVELOPMENT CORPORATION,
managing member

Ceryl L. Miller
R. L. Amos

By: *Richard L. Amos*
Richard L. Amos
President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by RICHARD L. ARNOS, President of REPUBLIC DEVELOPMENT CORPORATION, an Ohio corporation, managing member of WOODGATE LLC, an Indiana limited liability company, on behalf of the company.

Ceryl L. Miller
Notary Public



CHERYL L. MILLER
Notary Public, State of Ohio
Commission Expires 3-28-02

Exhibit A

LAND DESCRIPTION
WOODGATE SECTION 2

Part of the Northwest Quarter of the Southwest of Section Three (3), Township Thirteen (13) North, Range Four (4) East of the Second Principal Meridian in Johnson County, Indiana, being more particularly described as follows:

COMMENCING at a Stone Found at the Northwest Corner of the said Southwest Quarter Section; thence South 00 degrees 17 minutes 48 seconds West (assumed bearing) along the West Line of the said Southwest Quarter Section a distance of 22.83 feet to the BEGINNING POINT; thence continue South 00 degrees 17 minutes 48 seconds West along the said West Line a distance of 689.84 feet to the Northwest Corner of Woodgate Section 1B, a subdivision in Johnson County, Indiana, the plot of which is recorded as instrument number 1999-014179 in the office of the recorder of Johnson County, Indiana (the next twelve (12) described courses being along the North Line of said Woodgate Section 1B); thence South 89 degrees 42 minutes 12 seconds East a distance of 121.61 feet; thence South 77 degrees 13 minutes 33 seconds East a distance of 50.00 feet; thence South 12 degrees 46 minutes 27 seconds West a distance of 4.95 feet; thence South 77 degrees 13 minutes 33 seconds East a distance of 151.08 feet; thence North 12 degrees 19 minutes 40 seconds East a distance of 70.00 feet; thence North 08 degrees 30 minutes 33 seconds West a distance of 23.90 feet; thence North 81 degrees 31 minutes 30 seconds East a distance of 247.86 feet; thence North 71 degrees 41 minutes 30 seconds East a distance of 97.84 feet; thence North 59 degrees 56 minutes 47 seconds East a distance of 85.85 feet; thence North 55 degrees 36 minutes 09 seconds East a distance of 114.74 feet; thence South 85 degrees 11 minutes 20 seconds East a distance of 48.34 feet; thence South 57 degrees 02 minutes 05 seconds East a distance of 41.49 feet; thence North 29 degrees 05 minutes 54 seconds East a distance of 166.99 feet to a curve having a radius of 75.00 feet, the radius point of which bears South 09 degrees 41 minutes 22 seconds West; thence Northwesterly along the arc of said curve a distance of 4.56 feet to a point which bears North 06 degrees 12 minutes 16 seconds East from said radius point; thence North 06 degrees 12 minutes 16 seconds East a distance of 50.00 feet; thence North 83 degrees 47 minutes 44 seconds West a distance of 66.65 feet; thence North 18 degrees 22 minutes 25 seconds East a distance of 151.71 feet; thence North 71 degrees 37 minutes 35 seconds West a distance of 128.60 feet; thence North 77 degrees 07 minutes 55 seconds West a distance of 50.23 feet; thence North 71 degrees 37 minutes 35 seconds West a distance of 128.60 feet; thence South 18 degrees 22 minutes 25 seconds West a distance of 140.00 feet; thence South 46 degrees 39 minutes 58 seconds West a distance of 157.14 feet; thence South 73 degrees 13 minutes 09 seconds West a distance of 51.95 feet; thence South 81 degrees 31 minutes 30 seconds West a distance of 140.00 feet; thence North 82 degrees 03 minutes 18 seconds West a distance of 51.38 feet; thence North 00 degrees 38 minutes 23 seconds East a distance of 120.00 feet; thence South 89 degrees 21 minutes 37 seconds East a distance of 20.38 feet; thence North 00 degrees 38 minutes 23 seconds East a distance of 50.00 feet; thence North 12 degrees 02 minutes 07 seconds East a distance of 87.84 feet; thence North 77 degrees 30 minutes 00 seconds West a distance of 166.02 feet; thence North 12 degrees 30 minutes 00 seconds East a distance of 22.25 feet; thence North 86 degrees 39 minutes 11 seconds West a distance of 179.82 feet to the BEGINNING POINT, containing 10.507 acres, more or less.

Woodgate Section 2
May 20, 1999
Revised June 18, 1999
J:\1063\DOCS\PHS2LGL.wpd

Recorded Johnson County, Indiana
Jean Haroon, Recorder
Date 04/11/2000 Time 09:12:59 1 of 3 Pgs
Inst # 2000-007644 OFF
Fee Amt: 15.00

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WOODGATE, SECTION 1**

**TO PROVIDE FOR THE ADDITION OF
WOODGATE, SECTION 3**

The undersigned, Woodgate LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Pleasant Township, Johnson County, Indiana, known as Woodgate, Section 1A and 1B as delineated on a plat thereof recorded as Instrument No's. 1999-014178(D198) and 1999-014179(D199) respectively in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for Woodgate, Section 1A and 1B, dated May 7, 1999 (the "Declaration"), which Declaration was recorded as Instrument No. 1999-014177, Johnson County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing Woodgate, Section 3, a subdivision in Pleasant Township, Johnson County, Indiana consisting of lots 89 through 99 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

IN WITNESS WHEREOF, Woodgate LLC has caused this instrument to be executed by its duly authorized representative this 4th day of April, 2000.

Signed and acknowledged
in the presence of:

WOODGATE LLC, an Indiana
limited liability company

BY: REPUBLIC DEVELOPMENT CORPORATION,
managing member

Cheryl L. Miller
Richard L. Arnos

By: *Richard L. Arnos*
Richard L. Arnos
President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 4th day of April, 2000, by RICHARD L. ARNOS, President of REPUBLIC DEVELOPMENT CORPORATION, an Ohio corporation, managing member of WOODGATE LLC, an Indiana limited liability company, on behalf of the company.


Cheryl L. Miller
Notary Public  CHERYL L. MILLER
Notary Public, State of Ohio
Commission Expires 3-25-04

Exhibit A

LAND DESCRIPTION
WOODGATE SECTION 3

Part of the Northwest Quarter of the Southwest Quarter of Section Three (3), Township Thirteen (13) North, Range Four (4) East of the Second Principal Meridian in Johnson County, Indiana, being more particularly described as follows:

COMMENCING at a Stone Found at the Northwest Corner of the said Southwest Quarter Section; thence South 00 degrees 17 minutes 48 seconds West (assumed bearing) along the West Line of the said Southwest Quarter Section a distance of 712.67 feet to the Northwest Corner of Woodgate Section 18, a subdivision in Johnson County, Indiana, the plat of which is recorded as instrument number 1999-014179 in the office of the recorder of Johnson County, Indiana (the next twelve (12) described courses being along the North Line of said Woodgate Section 18); thence South 89 degrees 42 minutes 12 seconds East a distance of 121.81 feet; thence South 77 degrees 13 minutes 33 seconds East a distance of 50.00 feet; thence South 12 degrees 46 minutes 27 seconds West a distance of 4.95 feet; thence South 77 degrees 13 minutes 33 seconds East a distance of 151.08 feet; thence North 12 degrees 19 minutes 40 seconds East a distance of 70.00 feet; thence North 08 degrees 30 minutes 33 seconds West a distance of 23.90 feet; thence North 81 degrees 31 minutes 30 seconds East a distance of 247.86 feet; thence North 71 degrees 41 minutes 30 seconds East a distance of 97.84 feet; thence North 59 degrees 56 minutes 47 seconds East a distance of 95.85 feet; thence North 55 degrees 36 minutes 09 seconds East a distance of 114.74 feet; thence South 85 degrees 11 minutes 20 seconds East a distance of 48.34 feet; thence South 57 degrees 02 minutes 05 seconds East a distance of 41.49 feet to the BEGINNING POINT (the next five (5) described courses being along the East Line of Woodgate Section 2, a subdivision in Johnson County, Indiana, the plat of which is recorded as instrument number 1999-035496 in the office of the recorder of Johnson County, Indiana); thence North 29 degrees 05 minutes 54 seconds East a distance of 166.99 feet to a curve having a radius of 75.00 feet, the radius point of which bears South 09 degrees 41 minutes 22 seconds West; thence Northwesterly along the arc of said curve a distance of 4.56 feet to a point which bears North 06 degrees 12 minutes 16 seconds East from said radius point; thence North 06 degrees 12 minutes 16 seconds East a distance of 50.00 feet; thence North 83 degrees 47 minutes 44 seconds West a distance of 66.65 feet; thence North 18 degrees 22 minutes 25 seconds East a distance of 132.99 feet; thence South 74 degrees 59 minutes 30 seconds East a distance of 64.04 feet; thence South 63 degrees 51 minutes 39 seconds East a distance of 114.68 feet; thence South 43 degrees 58 minutes 01 seconds East a distance of 187.84 feet; thence South 29 degrees 20 minutes 19 seconds East a distance of 92.37 feet to the East Line of the Northwest Quarter of the said Southwest Quarter Section; thence South 00 degrees 13 minutes 58 seconds West along the said East Line a distance of 210.38 feet to the Northeast Corner of Woodgate Section 1A, a subdivision in Johnson County, Indiana, the plat of which is recorded as instrument number 1999-014178 in the office of the recorder of Johnson County, Indiana (the next two (2) described courses being along the North Line of said Woodgate Section 1A); thence North 89 degrees 46 minutes 02 seconds West a distance of 73.73 feet; thence South 80 degrees 14 minutes 45 seconds West a distance of 157.38 feet to the North Line of said Woodgate Section 1B (the next two (2) described courses being along the North Line of said Woodgate Section 1B); thence North 56 degrees 06 minutes 47 seconds West a distance of 158.78 feet; thence North 19 degrees 54 minutes 16 seconds West a distance of 107.82 feet to the BEGINNING POINT, containing 3.295 acres, more or less.

Woodgate Section 3
July 9, 1999
J:\1063\DOCS\PHS3LGL.wpd

14

3

Recorded Johnson County, Indiana
Jean Harmon, Recorder
Date 07/11/2000 Time 15:55:28 1 of 3 Pgs
Inst # 2000-015874 OFF
Fee Amt: 16.00

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WOODGATE, SECTION 1
TO PROVIDE FOR THE ADDITION OF
WOODGATE, SECTION 5**

The undersigned, Woodgate LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Pleasant Township, Johnson County, Indiana, known as Woodgate, Section 1A and 1B as delineated on a plat thereof recorded as Instrument No's. 1999-014178(D198) and 1999-014179(D199) respectively in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for Woodgate, Section 1A and 1B, dated May 7, 1999 (the "Declaration"), which Declaration was recorded as Instrument No. 1999-014177, Johnson County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing Woodgate, Section 5, a subdivision in Pleasant Township, Johnson County, Indiana consisting of lots 100 through 119 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

IN WITNESS WHEREOF, Woodgate LLC has caused this instrument to be executed by its duly authorized representative this 13th day of June, 2000.

Signed and acknowledged
in the presence of:

WOODGATE LLC, an Indiana
limited liability company

BY: REPUBLIC DEVELOPMENT CORPORATION,
managing member

Caryl L. Miller
J. M. Ma

By: *Richard L. Arnos*
Richard L. Arnos
President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 13th day of June, 2000, by RICHARD L. ARNOS, President of REPUBLIC DEVELOPMENT CORPORATION, an Ohio corporation, managing member of WOODGATE LLC, an Indiana limited liability company, on behalf of the company.

Caryl L. Miller
Notary Public



CHERYL L. MILLER
Notary Public, State of Ohio
Commission Expires 3-25-04

Exhibit A

**LAND DESCRIPTION
WOODGATE SECTION 5A**

Part of the Northwest Quarter of the Southwest Quarter of Section Three (3), Township Thirteen (13) North, Range Four (4) East and part of the South Half of the Northwest Quarter of said Section Three (3), Township Thirteen (13) North, Range Four (4) East of the Second Principal Meridian in Johnson County, Indiana, being more particularly described as follows:

BEGINNING at a Stone Found at the Southwest Corner of the Northwest Quarter of said Section 3; thence North 00 degrees 31 minutes 26 seconds West (assumed bearing) along the West Line of the said Northwest Quarter Section a distance of 488.49 feet to a copped rebar at the Southwest Corner of Valle Vista, Seventh Section, a subdivision in Johnson County, Indiana, the plat of which is recorded in Plat Book 9 Page 94 in the office of the recorder of Johnson County, Indiana; thence North 86 degrees 58 minutes 10 seconds East along the South Line of said Valle Vista Seventh Section a distance of 630.54 feet; thence South 03 degrees 01 minutes 50 seconds East a distance of 140.26 feet; thence South 00 degrees 07 minutes 57 seconds West a distance of 50.00 feet to a curve having a radius of 500.00 feet, the radius point of which bears South 00 degrees 07 minutes 57 seconds West; thence Southwesterly along the arc of said curve a distance of 26.12 feet to a point which bears North 02 degrees 51 minutes 40 seconds West from said radius point; thence South 02 degrees 51 minutes 40 seconds East a distance of 129.96 feet; thence South 86 degrees 01 minutes 41 seconds West a distance of 63.94 feet; thence South 78 degrees 44 minutes 36 seconds West a distance of 42.23 feet; thence South 61 degrees 12 minutes 41 seconds West a distance of 84.50 feet; thence South 28 degrees 04 minutes 54 seconds West a distance of 108.26 feet; thence South 17 degrees 46 minutes 27 seconds West a distance of 150.62 feet to the North Line of Woodgate Section 2, a subdivision in Johnson County, Indiana, the plat of which is recorded as instrument number 1999-035496 in the office of the recorder of Johnson County, Indiana (the next three (3) described courses being along the North Line of said Woodgate Section 2); thence North 77 degrees 30 minutes 00 seconds West a distance of 166.02 feet; thence North 12 degrees 30 minutes 00 seconds East a distance of 22.25 feet; thence North 86 degrees 39 minutes 11 seconds West a distance of 179.82 feet to the West Line of the said Southwest Quarter Section; thence North 00 degrees 17 minutes 48 seconds East along the said West Line a distance of 22.83 feet to the BEGINNING POINT, containing 6.718 acres, more or less.

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FEBRUARY 10, 2000
Revised March 7, 2000

THIS SUBDIVISION CONSISTS OF 20 LOTS, NUMBERED 100 THROUGH 119
TOGETHER WITH STREETS AND EASEMENTS AS SHOWN HEREON.

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WOODGATE, SECTION 1**

**TO PROVIDE FOR THE ADDITION OF
WOODGATE, SECTION 4**

*Inst 2001-004008
Plat D pgs 351 ABCD*

The undersigned, Woodgate LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Pleasant Township, Johnson County, Indiana, known as Woodgate, Section 1A and 1B as delineated on a plat thereof recorded as Instrument Nos. 1999-014178(D198) and 1999-014179(D199) respectively in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for Woodgate, Section 1A and 1B, dated May 7, 1999 (the "Declaration"), which Declaration was recorded as Instrument No. 1999-014177, in the Office of the Recorder of Johnson County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development as Expansion Property as described in the Declaration;

WHEREAS, Developer is developing Woodgate, Section 4, a subdivision in Pleasant Township, Johnson County, Indiana consisting of lots 120 through 175, together with any associated common areas comprising the "Subdivision", which Subdivision is contiguous to the Development and which is Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

IN WITNESS WHEREOF, Woodgate LLC has caused this instrument to be executed by its duly authorized representative this 12th day of February, 2001.

Signed and acknowledged
in the presence of:

WOODGATE LLC, an Indiana
limited liability company

BY: REPUBLIC DEVELOPMENT LLC,
its Managing Member

Kathy Henlike
Patricia Ann Perkey

By: *Richard L. Arnos*
Richard L. Arnos, President

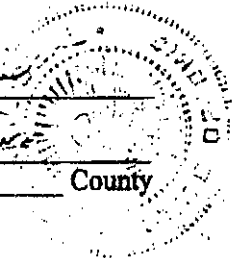
STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 12th day of February 2001, by RICHARD L. ARNOS, President of REPUBLIC DEVELOPMENT LLC, an Ohio limited liability company, Managing Member of WOODGATE LLC, an Indiana limited liability company, on behalf of the company.

My Commission expires:

6-17-02

Kathy Henlike
Notary Public
Printed: KATHY HENLIKE
Resident of SARASOTA County



OWNER CONSENT

The undersigned, Woodgate Crossing LLC, is the owner of the real estate defined as the "Subdivision" in the foregoing Fourth Amendment, and hereby consents to the foregoing Fourth Amendment and agrees to and joins in the Fourth Amendment for the purpose of subjecting said interest in the Subdivision to the Conditions, Covenants and Restrictions set forth in the Declaration as provided in said Fourth Amendment.

Signed and acknowledged
in the presence of:

WOODGATE CROSSING LLC, an Indiana
limited liability company

BY: WOODGATE LLC, its manager

BY: Republic Development LLC,
Managing Member of Woodgate LLC

Kathy Henling
Patricia Ann Perkey

By: *Richard L. Arnos*
Richard L. Arnos, President

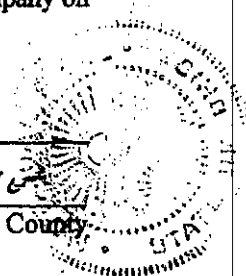
STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 12th day of February, 2001, by RICHARD L. ARNOS, President of REPUBLIC DEVELOPMENT LLC, an Ohio limited liability company, the Managing Member of WOODGATE LLC, an Indiana limited liability company, the manager of WOODGATE CROSSING LLC, an Indiana limited liability company on behalf of the company.

My Commission expires:

6-17-02

Kathy Henling
Notary Public
Printed: KATHY HENLING
Resident of SANDUSKY County



This instrument prepared by Christopher D. Long
HENDERSON DAILY WITHROW & DEVOE
One Indiana Square, Suite 2600
Indianapolis, Indiana 46204
(317) 639-4121

Exhibit A

**LAND DESCRIPTION
WOODGATE SECTION 4**

Part of the Northeast Quarter of the Southeast of Section Four (4), Township Thirteen (13) North, Range Four (4) East of the Second Principal Meridian in Johnson County, Indiana, being more particularly described as follows:

COMMENCING at a stone found at the Northeast Corner of the said Southeast Quarter Section; thence South 00 degrees 17 minutes 48 seconds West (assumed bearing) along the East Line of the said Southeast Quarter Section a distance of 707.30 feet to the BEGINNING POINT (said point also being on the West Line of Woodgate Section 1B, a subdivision in Johnson County, Indiana, the plat of which is recorded as instrument number 1999-014179 in the office of the recorder of Johnson County, Indiana); thence continue South 00 degrees 17 minutes 48 seconds West along the East Line of the said Southeast Quarter Section and along the West Line of said Woodgate Section 1B a distance of 657.20 feet to the Southwest Corner of said Woodgate Section 1B (said point also being the Southeast Corner of the Northeast Quarter of the said Southeast Quarter Section; thence South 88 degrees 08 minutes 02 seconds West along the South Line of the said Quarter Quarter Section a distance of 1323.30 feet to the Southwest Corner of the said Quarter Quarter Section; thence North 00 degrees 11 minutes 56 seconds East along the West Line of the said Quarter Quarter Section a distance of 658.31 feet; thence North 88 degrees 11 minutes 01 seconds East along the South Line and South Line extended westerly of Valle Vista Section Six, a subdivision in Johnson County, Indiana, the plat of which is recorded in Plat Book 8, Page 14 in the office of the recorder of Johnson County, Indiana, a distance of 1324.38 feet to the BEGINNING POINT, containing 19.977 acres, more or less

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Date 04/30/2003 Time 14:35:25 1 of 4 Pgs
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Fee Amt: 18.00

**FIFTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WOODGATE, SECTION 1**

**TO PROVIDE FOR THE ADDITION OF
WOODGATE, SECTION 6**

The undersigned, Woodgate LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Pleasant Township, Johnson County, Indiana, known as Woodgate, Section 1A and 1B as delineated on a plat thereof recorded as Instrument No's. 1999-014178(D198) and 1999-014179(D199) respectively in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for Woodgate, Section 1A and 1B, dated May 7, 1999 (the "Declaration"), which Declaration was recorded as Instrument No. 1999-014177, Johnson County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing Woodgate, Section 6, a subdivision in Pleasant Township, Johnson County, Indiana consisting of lots 176 through 212 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

IN WITNESS WHEREOF, Woodgate LLC has caused this instrument to be executed by its duly authorized representative this 23rd day of April, 2003.

Signed and acknowledged
in the presence of:

WOODGATE LLC, an Indiana
limited liability company

Kathy Henline
Cheryl L. Powell

BY: REPUBLIC DEVELOPMENT LLC,
Managing Member

By: *Richard L. Arnos*
Richard L. Arnos
President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 23rd day of April, 2003, by RICHARD L. ARNOS, President of REPUBLIC DEVELOPMENT LLC, an Ohio limited liability company, managing member of WOODGATE LLC, an Indiana limited liability company, on behalf of the company.

Kathy Henline
Notary Public
Kathy Henline
Commission expires: 9/18/07
County of Residence: Sandusky County, Ohio

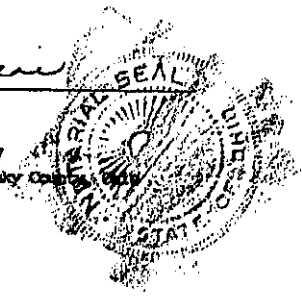


EXHIBIT A
Page 1 of 2**LAND DESCRIPTION
WOODGATE SECTION 6**

Part of the Northwest Quarter of the Southwest Quarter of Section Three (3), Township Thirteen (13) North, Range Four (4) East and part of the South Half of the Northwest Quarter of said Section Three (3), Township Thirteen (13) North, Range Four (4) East of the Second Principal Meridian in Johnson County, Indiana, being more particularly described as follows:

COMMENCING at a Stone Found at the Southwest Corner of the Northwest Quarter of said Section 3 (the next six (6) described courses being along the west, north and east line of Woodgate Section 5A, a subdivision in Johnson County, Indiana, the plat of which is recorded as instrument number 2000-015875 in Plat Book D, Page 301 A,B & C in the office of the recorder of Johnson County, Indiana); thence North 00 degrees 31 minutes 26 seconds West (assumed bearing) along the West Line of the said Northwest Quarter Section a distance of 488.49 feet to a capped rebar at the Northwest Corner of said Woodgate Section 5A; thence North 86 degrees 58 minutes 10 seconds East a distance of 638.54 feet to the BEGINNING POINT; thence South 03 degrees 01 minutes 50 seconds East a distance of 140.26 feet; thence South 00 degrees 07 minutes 57 seconds West a distance of 50.00 feet to a curve having a radius of 500.00 feet, the radius point of which bears South 00 degrees 07 minutes 57 seconds West; thence Southwesterly along said curve an arc distance of 26.12 feet to a point which bears North 02 degrees 51 minutes 40 seconds West from said radius point; thence South 02 degrees 51 minutes 40 seconds East a distance of 129.96 feet; thence South 77 degrees 44 minutes 14 seconds East a distance of 116.66 feet; thence North 84 degrees 41 minutes 48 seconds East a distance of 91.73 feet; thence South 86 degrees 00 minutes 00 seconds East a distance of 96.08 feet; thence South 18 degrees 22 minutes 25 seconds West a distance of 27.38 feet; thence South 71 degrees 37 minutes 35 seconds East a distance of 178.60 feet; thence South 76 degrees 09 minutes 13 seconds East a distance of 106.60 feet; thence North 16 degrees 46 minutes 02 seconds East a distance of 99.46 feet; thence North 83 degrees 44 minutes 53 seconds East a distance of 129.50 feet to a curve having a radius of 125.00 feet, the radius point of which bears North 77 degrees 16 minutes 00 seconds West; thence Northerly along the said curve an arc distance of 42.30 feet to a point which bears North 83 degrees 20 minutes 45 seconds East from said radius point; thence North 06 degrees 39 minutes 15 seconds West a distance of 52.99 feet; thence North 83 degrees 20 minutes 45 seconds East a distance of 50.00 feet; thence North 87 degrees 21 minutes 02 seconds East a distance of 116.94 feet; thence South 59 degrees 35 minutes 20 seconds East a distance of 52.89 feet; thence South 00 degrees 04 minutes 39 seconds East a distance of 110.00 feet; thence South 14 degrees 43 minutes 10 seconds West a distance of 78.45 feet; thence North 89 degrees 46 minutes 07 seconds West a distance of 7.18 feet; thence South 21 degrees 20 minutes 49 seconds West a distance of 79.48 feet; thence South 00 degrees 13 minutes 53 seconds West a distance of 140.00 feet; thence South 45 degrees 38 minutes 44 seconds East a distance of 51.78 feet; thence North 39 degrees 48 minutes 40 seconds East a distance of 14.09 feet; thence South 69 degrees 12 minutes 14 seconds East a distance of 163.12 feet; thence South 57 degrees 22 minutes 08 seconds East a distance of 13.27 feet to the West right-of-way Line for Sheak Road per Dedication of Public Right-of-Way Easement recorded as instrument number _____ in the office of the recorder of Johnson County, Indiana (said point also being on a curve having a radius of 725.00 feet, the

EXHIBIT A
Page 2 of 2

radius point of which bears North 44 degrees 12 minutes 50 seconds West); thence Northeasterly along said curve an arc distance of 343.30 feet to the South Line of the said Northwest Quarter Section and a point which bears South 71 degrees 20 minutes 39 seconds East from said radius point; thence North 88 degrees 16 minutes 53 seconds East along the said South Line a distance of 78.44 feet; thence North 60 degrees 04 minutes 39 seconds West a distance of 533.56 feet to the Southeast Corner of Valle Vista Eighth Section, a subdivision in Johnson County, Indiana, the plat of which is recorded in Plat Book 9 Page 95 in the office of the recorder of Johnson County, Indiana; thence South 86 degrees 58 minutes 10 seconds West along the South Line of said Valle Vista Eighth Section and along the South Line of Valle Vista Seventh Section, a subdivision in Johnson County, Indiana, the plat of which is recorded in Plat Book 9 Page 94 in the office of the recorder of Johnson County, Indiana, a distance of 1332.96 feet to the BEGINNING POINT, containing 14.632 acres, more or less.

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June 26, 2002 EDG

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Sue Anne Misiniec, Recorder
Date 01/12/2004 Time 14:29:04 1 of 4 Pgs
Inst # 2004-000842 OFF
Fee Amt: 18.00

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**SIXTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WOODGATE, SECTION 1**

**TO PROVIDE FOR THE ADDITION OF
WOODGATE, SECTION 7**

The undersigned, Woodgate LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Greenwood, Pleasant Township, Johnson County, Indiana, known as Woodgate, Section 1A and 1B as delineated on a plat thereof recorded as Instrument No's. 1999-014178(D198) and 1999-014179(D199) respectively in Johnson County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for Woodgate, Section 1A and 1B, dated May 7, 1999 (the "Declaration"), which Declaration was recorded as Instrument No. 1999-014177, Johnson County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in the Declaration;

WHEREAS, Developer is developing Woodgate, Section 7, a subdivision in Pleasant Township, Johnson County, Indiana consisting of lots 213 through 248 comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivision is being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration;

NOW, THEREFORE, Developer hereby declares and covenants as follows:

1. The Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

IN WITNESS WHEREOF, Woodgate LLC has caused this instrument to be executed by its duly authorized representative this 2nd day of December, 2003.

Signed and acknowledged
in the presence of:

WOODGATE LLC, an Indiana
limited liability company

BY: REPUBLIC DEVELOPMENT LLC,
Managing Member

Cheryl L. Miller
Gregg Stueckel

By: *L. M. Moon*
Lawrence M. Moon
Executive Vice President

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 2nd day of December, 2003, by LAWRENCE M. MOON, Executive Vice President of REPUBLIC DEVELOPMENT LLC, an Ohio limited liability company, managing member of WOODGATE LLC, an Indiana limited liability company, on behalf of the company.

Cheryl L. Miller (Cheryl)
Notary Public *Miller*



CHERYL L. MILLER
Notary Public, State of Ohio
Commission Expires 3-25-04

LAND DESCRIPTION

Part of the Southwest Quarter of Section 3, Township 13 North, Range 4 East and part of the South Half of the Northwest Quarter of said Section 3, Township 13 North, Range 4 East of the Second Principal Meridian in Johnson County, Indiana, being more particularly described as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of said Section 3 (the next six (6) described courses being along the west, north and east lines of Woodgate Section 5A, a subdivision in Johnson County, Indiana, the plat of which is recorded as Instrument Number 2000-015875 in Plat Book D, Page 301 A, B and C in the office of the recorder of Johnson County, Indiana); thence North 00 degrees 31 minutes 26 seconds West (assumed bearing) along the West Line of the said Northwest Quarter Section a distance of 488.49 feet to the Northwest Corner of said Woodgate Section 5A; thence North 86 degrees 58 minutes 10 seconds East a distance of 630.54 feet to the Northwest Corner of Woodgate Section 6, a subdivision in Johnson County, Indiana the plat of which is recorded as Instrument Number 2003-017372 in Plat Book D, Page 451 A, B, C, D and E in the office of the recorder of Johnson County, Indiana (the next twenty-six (26) described courses being along the westerly and southerly lines of said Woodgate Section 6); thence South 03 degrees 01 minutes 50 seconds East a distance of 140.26 feet; thence South 00 degrees 07 minutes 57 seconds West a distance of 50.00 feet to a curve having a radius of 500.00 feet, the radius point of which bears South 00 degrees 07 minutes 57 seconds West; thence Southwesterly along said curve an arc distance of 26.12 feet to a point which bears North 02 degrees 51 minutes 40 seconds West from said radius point; thence South 02 degrees 51 minutes 40 seconds East a distance of 129.96 feet to the BEGINNING POINT; thence South 77 degrees 44 minutes 14 seconds East a distance of 116.66 feet; thence North 84 degrees 41 minutes 48 seconds East a distance of 91.73 feet; thence South 86 degrees 00 minutes 00 seconds East a distance of 96.08 feet; thence South 18 degrees 22 minutes 25 seconds West a distance of 27.38 feet; thence South 71 degrees 37 minutes 35 seconds East a distance of 178.60 feet; thence South 76 degrees 09 minutes 13 seconds East a distance of 106.60 feet; thence North 16 degrees 46 minutes 02 seconds East a distance of 99.46 feet; thence North 83 degrees 44 minutes 53 seconds East a distance of 129.50 feet to a curve having a radius of 125.00 feet, the radius point of which bears North 77 degrees 16 minutes 00 seconds West; thence Northerly along the said curve an arc distance of 42.30 feet to a point which bears North 83 degrees 20 minutes 45 seconds East from said radius point; thence North 06 degrees 39 minutes 15 seconds West a distance of 52.99 feet; thence North 83 degrees 20 minutes 45 seconds East a distance of 50.00 feet; thence North 87 degrees 21 minutes 02 seconds East a distance of 116.94 feet; thence South 59 degrees 35 minutes 20 seconds East a distance of 52.89 feet; thence South 00 degrees 04 minutes 39 seconds East a distance of 110.00 feet; thence South 14 degrees 43 minutes 10 seconds West a distance of 78.45 feet; thence North 89 degrees 46 minutes 07 seconds West a distance of 7.18 feet; thence South 21 degrees 20 minutes 49 seconds West a distance of 79.48 feet; thence South 00 degrees 13 minutes 53 seconds West a distance of 140.00 feet; thence South 45 degrees 38 minutes 44 seconds East a distance of 51.78 feet; thence North 39 degrees 48 minutes 40 seconds East a distance of 14.09 feet; thence South 69 degrees 12 minutes 14 seconds East a distance of 163.12 feet; thence South 57 degrees 22 minutes 08 seconds East a distance of 13.27 feet to the West right-of-way Line for Sheek Road (the next two (2) described courses being on the said West right-of-way Line); thence South 45 degrees 47 minutes 10 seconds West a distance of 243.42 feet to a curve having a radius of 805.00 feet, the radius point of which bears South 44 degrees 12 minutes 50 seconds East; thence Southwesterly along said curve an arc distance of 385.19 feet to the East Line of the Northwest Quarter of the said Southwest Quarter Section (said point bears North 71 degrees 37 minutes 46 seconds West from said radius point)(said point also being the East Line of Woodgate Section 1A, a subdivision in Johnson County, Indiana, the plat of which is recorded as

Woodgate Section 7

instrument number 1999-014178 in the office of the recorder of Johnson County, Indiana); thence North 00 degrees 13 minutes 58 seconds East along the East Line of said Woodgate Section 1A and along the East Line of Woodgate Section 3, a subdivision in Johnson County, Indiana, the plat of which is recorder as instrument number 2000-007643 in Plat Book D, Page 287 A, B & C in the office of the recorder of Johnson County, Indiana, a distance of 254.11 feet (the next four (4) described courses being along the North Line of said Woodgate Section 3); thence North 29 degrees 20 minutes 19 seconds West a distance of 92.37 feet; thence North 43 degrees 58 minutes 01 seconds West a distance of 187.84 feet; thence North 63 degrees 51 minutes 39 seconds West a distance of 114.68 feet; thence North 74 degrees 59 minutes 30 seconds West a distance of 64.04 feet to the East Line of Woodgate Section 2, a subdivision in Johnson County, Indiana, the plat of which is recorded as instrument number 1999-035496 in Plat Book D, Page 260 A, B, C, & D in the office of the recorder of Johnson County, Indiana (the next thirteen (13) described courses being along the Northerly Line of said Woodgate Section 2); thence North 18 degrees 22 minutes 25 seconds East a distance of 18.72 feet; thence North 71 degrees 37 minutes 35 seconds West a distance of 128.60 feet; thence North 77 degrees 07 minutes 55 seconds West a distance of 50.23 feet; thence North 71 degrees 37 minutes 35 seconds West a distance of 128.60 feet; thence South 18 degrees 22 minutes 25 seconds West a distance of 140.00 feet; thence South 46 degrees 39 minutes 52 seconds West a distance of 157.14 feet; thence South 73 degrees 13 minutes 30 seconds West a distance of 51.95 feet; thence South 81 degrees 31 minutes 30 seconds West a distance of 140.00 feet; thence North 82 degrees 03 minutes 18 seconds West a distance of 51.38 feet; thence North 00 degrees 38 minutes 23 seconds East a distance of 120.00 feet; thence South 89 degrees 21 minutes 37 seconds East a distance of 20.38 feet; thence North 00 degrees 38 minutes 23 seconds East a distance of 50.00 feet; thence North 12 degrees 02 minutes 07 seconds East a distance of 87.84 feet to the East Line of said Woodgate Section 5A (the next five (5) described courses being along the said East Line); thence North 17 degrees 46 minutes 27 seconds East a distance of 150.62 feet; thence North 28 degrees 04 minutes 54 seconds East a distance of 108.26 feet; thence North 61 degrees 12 minutes 41 seconds East a distance of 84.50 feet; thence North 78 degrees 44 minutes 36 seconds East a distance of 42.23 feet; thence North 86 degrees 01 minutes 41 seconds East a distance of 63.94 feet to the BEGINNING POINT, containing 13.017 acres, more or less.

THIS SUBDIVISION CONSISTS OF 36 LOTS, NUMBERED 213 THROUGH 248 AND COMMON AREAS TOGETHER WITH STREETS AND EASEMENTS AS SHOWN HEREON.

12-a

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Recorded: 09/07/2005 at 02:31:43 PM
Fee Amt: \$14.00 Page 1 of 2
Workflow# 412485
Johnson County Recorder
Sus Anne Hishiniec Recorder
Inst 2005-024569

2

Cross-Reference: 1999-014177

FIFTH
AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WOODGATE

This Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Woodgate was executed as of the date set forth below.

WITNESSETH:

WHEREAS, Woodgate is a subdivision located in Johnson County, Indiana established by a certain "Declaration of Covenants, Conditions and Restrictions for Woodgate" which was recorded on May 7, 1999, as Instrument No. 1999-014177 in the Office of the Recorder of Johnson County, Indiana, said Declaration being hereafter referred to as the "Declaration"; and

WHEREAS, after written notice was duly given, a Special Meeting of the Owners and the members of Woodgate Homeowners' Association, Inc. ("Association") was held on June 23, 2005; and

WHEREAS, the purpose of said Meeting as stated in the notice for the meeting was for the owners and Association's members to discuss and vote upon the approval of the following Amendment to the Declaration; and

WHEREAS, a majority vote of the Owners at said special meeting at which a quorum was present have approved the amendment of the Declaration pursuant to the terms below.

NOW, THEREFORE, the Declaration which is applicable to all Owners and residents within Woodgate is hereby amended as follows:

1. There shall be a new Paragraph 1.07 of the Declaration to read as follows:

No detached storage building shall be erected or placed on any building lot without first obtaining the written consent of the Architectural Control Committee. All requests for approvals shall be in writing, dated, and specifically request approval of the contemplated storage building and said request shall include detailed plans and specifications showing size, material, type, color, scheme, grading, landscape plans, and a plot plan showing the location of the storage building on the lot. Guidelines for storage buildings shall be created and maintained by the Architectural Control Committee.

2. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any lot shall constitute a ratification of this Amendment, together with the Declaration.

and all such provisions shall be covenants running with the land and shall bind any person having at any time having any interest or estate in a lot or the Woodgate subdivision as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

3. Certification. The undersigned persons hereby represent and certify that all requirements for and conditions precedent to the Fifth Amendment of the Declaration have been fulfilled and satisfied.

Executed this 24th day of August, 2005.

Woodgate Homeowners' Association, Inc.

By Scott Matthews
Scott Matthews, President

Attest:

Norman H. Heselman
NORMAN H. HESELMAN Secretary
Printed Name

STATE OF INDIANA)
COUNTY OF JMOHNSON)

Before me, a notary public, in and for said County and State, personally appeared Scott Matthews and Norman Heselman, the President and Secretary, respectively, of Woodgate Homeowners' Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the Certifications and representations made therein are true. Witness my hand and notarial seal this 25th day of August, 2005.

Robert C. Dominguez
Notary Public - Signature

Robert A. Dominguez
Printed

My Commission Expires: Feb. 13, 2009 Residence County: Marion

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., Eads Murray & Pugh, P.C., Attorneys at Law, 7321 Shadeland Station, Suite 250, Indianapolis, IN 46256. (317) 842-8550.

2013000727 DECL \$41.00
01/04/2013 08:44:03A 13 PGS
Mary L. Clark
HAMILTON County Recorder IN
Recorded as Presented

Cross Reference Instrument Numbers: 900000809, 900000810,
900000811, 910049301, 910049302, and 910051655

WOODGATE HOMEOWNERS ASSOCIATION OF CARMEL, INC.

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS OF WOODGATE HOMEOWNERS
ASSOCIATION OF CARMEL, INC.**

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS OF WOODGATE HOMEOWNERS
ASSOCIATION OF CARMEL, INC.**

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF WOODGATE HOMEOWNERS ASSOCIATION OF CARMEL, INC. (the "Declaration"), is made this _____ day of _____, 2012, by the Woodgate Homeowners Association of Carmel, Inc., an Indiana corporation ("Association").

WITNESSES:

WHEREAS, LANGSTON DEVELOPMENT COMPANY, INC.. (as defined herein) was the developer of the Development (as defined herein); and

WHEREAS, LANGSTON DEVELOPMENT COMPANY, INC. has previously executed that certain Declaration of Covenants and Restrictions of Woodgate Homeowners Association and recorded such instrument on September 11, 1990 as Instrument No. 9022513 in the Office of the Recorder of Hamilton County, Indiana; and

WHEREAS, LANGSTON DEVELOPMENT COMPANY, INC. previously executed that certain Amended Declaration of Covenants and Restrictions of Woodgate Homeowners Association recorded January 28, 1998 in the Office of the Recorder of Hamilton County, Indiana, as instrument number 9909804137, as the ("Amended Covenants"); and

WHEREAS, the Amended Declaration may be amended pursuant to various provisions therein set forth; and

WHEREAS, Association, for and on behalf of the Development and the Owners, wishes to amend the Prior Declaration; and

WHEREAS, notwithstanding its ability to otherwise amend the Prior Declaration, Association has obtained the consent of the Majority of the Owners of Lots within the

Development to the Declaration as evidenced by a summary of the consents attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, this Declaration amends and restates the Prior Declaration and is in all respects in substitution thereof; and

WHEREAS, this does not amend or alter the plats of the subdivision referenced herein except as the original Covenants that may be contained thereon are in conflict with these Amended Covenants.

WHEREAS, Association by this Declaration (as defined herein) imposes upon the Development mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Development by the recording of this Declaration; and

WHEREAS, Association desires to provide a flexible and reasonable procedure for the overall development of the Development and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such properties as are now or may hereafter be subject to this Declaration; and

WHEREAS, the Association shall carry out the powers and duties aforesaid.

NOW, THEREFORE, Association hereby declares that all of the real estate described in the previously recorded Plats referenced herein, shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions which shall "run with the land" and are for the purpose of protecting the value and desirability of and which shall run with, the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Development or any part thereof, their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of each owner thereof.

DEFINITIONS

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

Applicable Dates -July 12, 1995, the date of incorporation of Woodgate Homeowners Association, Inc.; and October 3, 2012 the date the name was amended to Woodgate Homeowners Association of Carmel, Inc., hereinafter "WHOAC".

Architectural Approval Committee -the entity established by the Declarant, to include

representatives of WHOAC, to review all Lot development Plans for all future construction proposed to be built in the Tract.

Articles -The Articles of Incorporation of the Woodgate Homeowners' Association, Inc., (now known as the Woodgate Homeowners Association of Carmel, Inc.)

Assessments and Dues -all sums lawfully assessed against Members of the Corporation or as declared by this Declaration, the Articles or the Bylaws.

Bylaws-The Code of Bylaws of the Woodgate Homeowners' Association of Carmel, Inc.

Board of Directors-the governing body of the Corporation elected by the Members in accordance with the Bylaws.

Common Areas-areas and easements defined as part of the Tract but not otherwise deeded to an owner.

Corporation -Woodgate Homeowners' Association, Inc. (now known as the Woodgate Homeowners Association of Carmel, Inc.), an Indiana Corporation, its successors and assigns.

Declarant -Langston Construction Company, Inc., (the Developer), its successors and assigns to its interest in the Tract other than Owners purchasing lots or residences by deed from the Declarant (unless the conveyance indicated an intent that grantee assume the rights and obligations of Declarant).

Drainage System -the open drainage ditches and swales, the subsurface drainage tiles, pipes and structures, the dry and wet retention and/or detention equipment and facilities located in the Tract and designed for the purposes of controlling, retaining or expediting the drainage of surface and sub-surface waters from, over and across the Tract as shown on the Plat.

Entry Ways -the structures constructed as an entrance to Woodgate (exclusive of the street pavement, curbs and drainage structures and tiles), and the Landscape Easement surrounding such structures, whether located within or without of the Tract.

Initial Capital Assessment-the initial assessment for the Reserve for Replacements Fund.

Landscape Easement-area on the Plat to be landscaped and maintained by the Corporation.

Barrier or Fence Easement – area on the Plat situated along 146th Street that contains a boundary barrier or fence which is an area and structure to be maintained by the Corporation.

Lot-platted lot as shown on the Plat.

Lot Development Plan - (I) a site plan prepared by a licensed engineer or architect, (II) foundation plan and proposed finished floor elevation, (III) building plans, including elevation and floor plans, (IV) material plans and specifications, (V) landscaping plans, and

(VI) all other data or information that the Corporation may request pertaining to the improvement or alteration of a Lot or the construction or alteration of an existing residence or other structure or within the Tract.

Member -a Class A or Class B member of the Corporation as defined in the Articles and Bylaws.

Name – originally named Woodgate Homeowners Association, Inc. at the time of creation, the city name, “Carmel”, has been added by the Indiana Secretary of State to eliminate confusion with other subdivisions. The legal name is “Woodgate Homeowners Association of Carmel, Inc.”

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

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

Plat-the final plat of the Tract recorded in the Office of the Recorder of Hamilton County, Indiana, which is referred to herein as if attached to and made a part thereof.

Reserve for Replacements-a fund established and maintained by the Corporation to meet the cost of periodic maintenance, repairs, renewal and replacement of the Common Areas, at such time as Woodgate Homeowners' Association, Inc., assumes responsibility for said areas.

Residence -any structure intended exclusively for occupancy by a single family together with all appurtenances thereto, including private garage and out buildings and recreational usual and incidental to the use of single family residential lot as governed by the Amended Woodgate Covenants and Restrictions.

Tract -the land described in Exhibit A and commonly known as Woodgate Subdivision.

A. CONSTRUCTION AND DESIGN

- I. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location or such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by the developer, owner of the herein described real estate, or by their duly authorized representatives.
- II. If the Developer fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed

then with the building according to the plans as approved. Neither Developer nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

- III. All lots in this subdivision are reserved for residential use, and no building other than a one-family residence or structure or facility accessory in the use thereto shall be erected thereon.
- IV. Not more than one building shall be erected or used for residential purposes on any lot in this subdivision.
- V. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than Twenty-two hundred (2200) square feet in the case of a one story structure, nor less than Fourteen hundred (1400) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of Twenty-four hundred (2400) square feet of finished and livable floor area. All garages shall be attached to the residence dwelling and be a minimum of two car size.
- VI. No trailer, tent, shack, attached shed, basement, garage, barn, or other out-building or temporary structure shall be used for temporary or permanent residence on any lot in this subdivision. An attached garage, tool shed or detached storage building erected or used as an accessory to an residence in this subdivision shall be of permanent type of construction and conform to the general architecture and appearance of such residence. No swimming pools shall be constructed in areas reserved as easements.
- VII. Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.
- VIII. No building structure or accessory building shall be erected closer to the side of any lot than ten (10) feet. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots.
- IX. No structure in this subdivision, without special approval from the Developer shall exceed two and one half (2 1/2) stories or Twenty-five (25) feet in height measured from finished grade to the underside of the eve line, and no structure other than an open porch shall be erected between the building line as designated on the plat and property line of the street.

B. EASEMENTS AND DRAINAGE

- I. There are strips of ground as shown on this plat and marked Drainage and Utility Easement, reserved for the use of public utilities for the installation of water and sewer

mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, with the exception of the fence or barrier situated within portions of the easement situated along 146th Street, but owners of lots in this subdivision shall take their titles subject to the rights of public utilities and said fence or barrier easement.

- II. Areas shown on this plat and marked as Detention/Retention shall be recorded as drainage easements. reserved for the installation and maintenance of storm sewers structures and subject at all times to proper City and/or County authorities and the easement herein reserved. The areas shall be maintained free of weeds, trash or other obstruction by the homeowner or Homeowner's Association.
- III. In the event storm drainage from any lot flows across another lot, provision shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided.
- IV. Outlets for sump pump water will be provided for each lot in this subdivision by the Developer or home builder at the time of lot development. If during excavation of the foundation for crawl space or basement, ground water is encountered, or if the house location is in an area of high water table (as per Hamilton County Surveyor or City of Carmel), an outlet will be provided directly to a storm sewer or approved open ditch with plastic pipe. The route of outlet will be via platted easements and approved by proper agencies. Where a storm sewer exists on or directly adjacent to a subject lot, all sump pumps shall tie directly to storm sewer via underground pipe. Lots not located in an area of high water table may outlet sump water in the rear yard, no closer than twenty five (25) feet from established lot lines or platted easements.
- V. Construction of any sump pump outlet will commence only when appropriate construction plans have been submitted and approved by the proper agencies and applicable permits issued from the local building authority. Where construction will be in established drainage and/or utility easements, approval must be obtained from City of Carmel or Hamilton County Surveyor. The maintenance of drainage pipes and facilities for discharging sump pumps shall be the responsibility of the individual homeowner and/or a Homeowners' Association.
- VI. Geo-thermal heat pumps shall be of the closed loop type only.

C. PROPERTY AND USAGE RESTRICTIONS

- I. No fence shall be erected in his subdivision between the building lines and the property line of the streets as shown on the within plat, except with the approval of the Developer, or architectural review committee, which fences shall not exceed seventy two (72) inches in height and shall be of a decorative nature. Chain link fences are not permitted. No fences shall be constructed in areas designated for Detention/Retention.
- II. No boat, trailer, or camper of any kind (including but not in limitation thereof, house trailers, camping trailers or boat trailers), or any disabled vehicle shall be kept or parked on any lot except within a garage or other approved structure.
- III. No noxious, unlawful or other offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood
- IV. No animals, livestock, or poultry of any description shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.
- V. All lot owners will be required to install, or to have installed, at least one gas or electric "dusk to dawn" yard light in the front yard. All garages opening to the street shall have automatic door controls.
- VI. No lot in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and shall not be kept, except in sanitary containers. Trash shall not be burned, except in suitable incinerators.
- VII. It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so then the Developer may take such action as it deems appropriate in order to make the lot neat and attractive and the owner shall upon demand reimburse Developer for the expense incurred in so doing

D. ENFORCEMENT AND RIGHTS

- I. Lot owners, upon taking title, agree to waive all rights to oppose future zoning changes and special permits necessary to complete the Master Plan of WOODGATE.
- II. The foregoing covenants (or restrictions) are to run with the land and shall be binding on all parties and persons claiming under them for a period of Twenty-five (25) years from the date of this plat, at which time said covenants, (or restrictions), shall be automatically extended for successive periods of Ten (10) years unless changed by vote of majority of the then owners of the buildings covered by these covenants, or restrictions, in whole or part.

- III. Invalidation of any one of the foregoing covenants or restrictions, by judgment or court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.
- IV. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and/or their heirs and assigns.
- V. No owner of any lot shown herein shall have the right to remonstrate against annexation of that lot to the City of Carmel.

AMENDMENTS DUE TO CONSENT DECREE

The Amendments are to be considered additions to the above existing Covenants and Restrictions.

- I. Construction and Design. The Langstons (Declarant/Developer) shall take all necessary steps to cause the Woodgate Lots to be developed as described and depicted in the WOODGATE PLATS, in conformance with the Amended Woodgate Covenants and Restrictions and in such a manner as to maintain conformity and harmony with existing structures, by requiring at a minimum the following:
 - a. All future houses in Woodgate shall be custom houses and not be built by any commercial builders or tract home builders (e.g. including but not limited to the following: Trinity Homes, C.P. Morgan, M/I Homes, Deluxe Homes, Hansen & Horn, etc.).
 - b. All future houses in Woodgate shall have at least three (3) sides of brick wrap on the first floor and all exterior fireplaces must be full brick. The use of gas fireplace inserts that are vented similar to water heaters through the side of a house will not be considered a chimney and thus will be exempt from the brick requirement. Builders may use Drivet or comparable plaster type of product in lieu of brick exterior.
 - c. All future houses in Woodgate shall have a partial basement unless they are built on the following power line lots: 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 90, 91, 104, 108, 110 and 194 (per Plat). All lots built on the aforementioned power line lots shall be built upon crawl spaces or basements, if so desired. No slabs shall be allowed for any houses in the Woodgate subdivision, even on the power line lots described above.
 - d. No houses in Woodgate shall be allowed to use vinyl siding in their construction or future remodeling, but vinyl clad windows shall be allowed so long as said windows match the color of the house and are approved by the architectural control committee.

II. Ownership and Maintenance of Entry Ways, Barrier or Fence and Landscaping Easements.

The entry ways and the fence or barrier situated along 146th Street shall be Common Property as defined herein and shall not be the property of any individual property owner.

The Langstons (Declarant/Developer) shall maintain the Entry Ways and the Landscaping Easements and all improvements and planting thereon, and the Maintenance Costs thereof, until the time the subdivision is complete. After such time the Corporation shall maintain the Entry Ways, the barrier or fence situated along 146th Street and the Landscaping Easements and all improvements and plantings thereon, and the Maintenance Costs thereof. Grass, trees, shrubs and other plantings located on an Entry Way or a Landscaping Easement shall be kept neatly cut, cultivated or trimmed as reasonably required to maintain an attractive entrance to Woodgate or part thereof. All entrance signs located on an Entry Way shall be maintained at all times in good and sightly condition appropriate to a first-class residential subdivision.

III. Homeowners Association. The homeowners in Woodgate shall, with the assistance of the Langstons (Declarant/Developer), form a mandatory Homeowner's Association for all current homeowners who agree to be so enjoined and for all future lot/homeowners (including lot/homeowners of lots 141 and 169 of the new subdivision to be constructed by Developer directly west of Woodgate).

IV. Architectural Approval Committee. The Langstons (Developer) shall cause to be created an Architectural Approval Committee. Such Committee shall be entirely controlled by the Langstons (Declarant/Developer) until such time as all of the lots in Woodgate have been sold (at which time the Homeowner's Association shall control the Architectural Approval Committee). Such Architectural Approval Committee shall exercise the right to regulate the external design, appearance, use, location and maintenance of development on the Woodgate lots. Although the Architectural Approval Committee shall, in exercising such right, utilize the criteria set forth herein as minimum requirements for approval, the Committee may where necessary require that such minimum requirements be exceeded in order to maintain conformity and harmony with existing structures of Woodgate.

V. Enforcement and Rights. The Langstons (Declarant/Developer) shall provide within two (2) business days of receipt, to the President of the Homeowner's Association or to his/her designee, a copy of all "Lot Development Plans" for all homes proposed to be built in Woodgate (including lots 141 and 169 of the new subdivision). The Association shall have five (5) business days from actual receipt of such plans to report any objections of comments that the Association may have to the Langstons (Declarant/Developer). If the Association does not provide such objections to Langston (Declarant/Developer), it is to be assumed that the Association has no objection to the proposed plans. The Association shall have no vote on approval of the architectural plans until all lots are sold; however, the association shall be entitled to enforce their rights under the Amended Covenants and restrictions, any recorded covenants *and the Consent Decree entered into as a resolution to the Lis Pendense filed in*

ADDITIONAL AMENDMENTS

These Amendments are to be considered additions to the above Existing Covenants and Restrictions as well as the Amendments Due to Consent Decree.

I. Initial Assessment. The Initial assessment for Operations shall be set at twenty dollars (\$20.00). Such assessment is a one-time initial assessment to defray the cost of organizing and forming the Corporation and to establish the "Reserve for Replacement" fund. This assessment is due from existing homeowners and payable to the Woodgate Homeowners' Association of Carmel, Inc. immediately upon incorporation of the Corporation. The assessment is due from all future homeowners at the time of occupancy.

II. Dues. The annual dues shall initially be set at twenty dollars (\$20.00) per member. All future dues shall be set by resolution of the Board of Directors.

III. Ponds. The Woodgate Homeowners' Association of Carmel, Inc. agrees to subordinate its control over the drainage ponds to the actual property owners (per Woodgate Plat) of the drainage pond real estate and/or their specified Pond Homeowners' Association. The Woodgate Homeowners' Association of Carmel, Inc. realizes that such property is "Private Property" to be maintained, controlled and utilized solely by those property owners of the ponds (as shown in the Woodgate Plat) within the guidelines of the above Woodgate covenants including but not limited to the *EASEMENTS AND DRAINAGE RESTRICTIONS and PROPERTY AND USAGE RESTRICTIONS*. The pond property homeowners shall be solely responsible for any and all liability regarding such property as well as all costs for special maintenance of such property. The Woodgate Homeowners' Association does reserve all rights granted it by the Articles of Incorporation, Bylaws and above Covenants in regards to such property.

IV. 146th Street Fence or Barrier. The entry ways and the fence or barrier situated along 146th Street shall be Common Property as defined herein and shall not be the property of any individual property owner. The maintenance of these structures shall be the responsibility of the Woodgate Homeowners Association of Carmel, Inc. and not any individual property owner.

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IN WITNESS WHEREOF, the undersigned Declarant and the Association have executed this Declaration as of the date first above-written.

WOODGATE HOMEOWNERS ASSOCIATION OF CARMEL, INC.

By: [Signature]
L. Craig Stiff, President

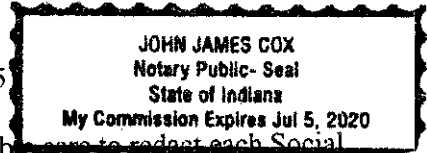
STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared L. Craig Stiff who is the President of the Board of Woodgate Homeowners Association of Carmel, Inc. who acknowledged the execution of the foregoing instrument to be a voluntary act and deed within the scope of his/her authority.

Witness my hand and Notarial Seal this 3rd day of January, 2013.
~~2012~~

I am a resident of Marian County
County, Indiana, and my
Commission expires:
July 5, 2020

Signed: [Signature]
Printed: John James Cox
(Notary Public)



Social Security Number Certification (Required by IC 36-2-11-15)

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.

Peter S. Beering

This instrument was prepared by:
Peter S. Beering, Attorney at Law
P.O. Box 68465, Indianapolis, Indiana 46268
(317)513-4341 Fax (317)569-7670
pbeering@iquest.net

EXHIBIT A

The Annual Meeting was held of the Owners of lots which comprise the Association December 16, 2012. Notice of the meeting was mailed by United States Mail and was transmitted by electronic mail to all owners of record December 5, 2012.

116 of the 143 owners of record appeared in person or by proxy submitted to the Treasurer prior to the meeting. After it was determined that a quorum was present, voting was held on the matter of amending these Covenants pursuant to the provisions contained herein. 91 residents voted in favor of the amending these Covenants, 21 voted against, and 4 abstained. This constitutes a majority as defined herein.

James Laverdiere
James Laverdiere, Secretary WHOAC

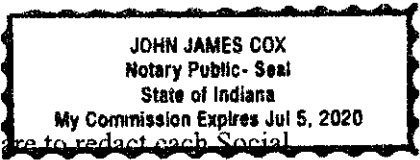
STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared James Laverdiere who is the Secretary of the Board of Woodgate Homeowners Association of Carmel, Inc. who acknowledged the execution of the foregoing instrument to be a voluntary act and deed within the scope of his/her authority.

Witness my hand and Notarial Seal this 3rd day of January, 2013, 2012.

I am a resident of Marion County County, Indiana, and my Commission expires: July 5, 2020

Signed: John James Cox
Printed: John James Cox
(Notary Public)



Social Security Number Certification (Required by IC 36-2-11-15)

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.

Peter S. Beering

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for consistent and reliable data collection processes to support informed decision-making.

3. The third part of the document focuses on the role of technology in modern data management. It discusses how advanced software solutions can streamline data collection, storage, and analysis, leading to more efficient and effective operations.

4. The final part of the document provides a summary of the key findings and recommendations. It stresses the importance of ongoing monitoring and evaluation to ensure that the data management processes remain up-to-date and effective.