

KENSINGTON FARMS

RULES AND REGULATIONS

HOMEOWNERS ASSOCIATION: This document is not all inclusive and is to serve as a general guideline. For the complete and detailed descriptions of the covenants, refer to your copy of the Declaration of Covenants, Conditions and Restrictions for Kensington Farms. If you do not have a copy, one can be obtained from *Rogers Property MANAGEMENT, INC.* There is a charge for a copy of these documents.

784-7336 OFFICE
784-7332 FAX

Purchase of your home in Kensington Farms automatically includes you in the governing body of the Kensington Farms community, legally known as the Kensington Farms Homeowners' Association, Inc. (Association). This Association was established during the initial phase of construction and homeowners are assessed annually. The Association owns and maintains the common areas including the lakes, recreational facilities, and entryways. The Association collects a service fee from all homeowners and disburse funds related to the maintenance and ownership of these areas. You will receive a copy of the proposed Association budget along with an invoice for payment each year.

The Board of Directors of the Association consists of 3 members. The Directors are initially comprised of officials with SCM Development Corporation, the developer. They will remain the board of directors until all of Kensington Farms is 75% completed. This Board shall establish and assess future annual Association dues.

Your rights and remedies as a member of the Association are fully described in the Declaration and related By-Laws and Articles of Incorporation, a copy of which you should have received. Any amendments will be forwarded to all homeowners at time of acceptance.

ENFORCEMENT: These covenants shall be in full force and effect. Violation of these covenants and restrictions shall be ground for action by the Association.

ZONING AND PLATTING: Kensington Farms has been platted as a subdivision in the City of Lawrence, Marion County with approximately 771 homesites on approximately 300 acres upon completion. The property of within the D-3, D-4, & D-5 zoning classifications and land use is governed by specific ordinances adopted by the City of Lawrence.

PLAT RESTRICTIONS AND DECLARATION: The Plat Restrictions and Declaration of Covenants protect your property value and govern the subdivision. The restrictions and covenants are both recorded documents and homeowners accept their title subject to these documents. Please review those documents as they specify various land use restrictions, many of which are repeated below.

ARCHITECTURAL CONTROL COMMITTEE: The Kensington Farms Architectural Control Committee shall generally have the duty to see that your neighborhood remains an attractive community. Any homeowner alterations or improvements of any type or kind after the initial construction such as buildings, fencing, or exterior painting requires Committee approval. However, no approval is required for landscaping and repainting in the same exterior color. The Committee may require a set of plans and specs which set forth the color and type of materials to be used. The

Committee has an objective that the design or color scheme of a proposed improvement be in harmony with the general surroundings of the lot or with adjacent buildings or structures, including trim, siding, roof, and brick colors. The Committee in its reasonable judgement wants the improvements to be architecturally in the best interest, welfare, or rights of all owners.

EASEMENTS: Various easements have been granted within Kensington Farms to The City of Lawrence. The Marion County Drainage Board, and utility companies. These easements have been recorded and will be listed on your owner's title insurance commitment which you received at closing.

OWNERSHIP: Each homeowner in Kensington Farms owns their own lot.

PATIO EASEMENTS: Where a unit is constructed with the patio on the side, the owner shall have an exclusive easement of the use of the area extending from their exterior wall where the patio is located to the exterior non-patio (blank) wall of the adjacent home. No fencing other than installed by the Developer is allowed in this area without approval of the owners and the Architectural Control Committee.

MAINTENANCE OF ZERO WALL: The side of the home which has no lower windows is normally set approximately on the lot line, hence the name, zero-lot-line homes. The owner of this home is granted in the recorded plat covenants a 3-foot access easement upon the adjoining lot for maintenance and for encroachments by walls, eaves, roof overhangs, gutters and the like.

SIDE YARD FENCE: In order to enhance the street appearance of all homes, the following regulation is for installation of side yard fencing. This section of fence is placed normally near the front half of the home and is painted to match other fences in your community. If you desire side yard fencing on your lot, please submit the appropriate information to the Architectural Control Committee. Please see section regarding fence installation regulations.

UTILITIES: The main water lines and fire hydrants are owned and maintained by Lawrence Utilities. Electric service is provided by Indianapolis Power and Light and All streets, except driveways and common driveways (limited common areas), are dedicated to The City of Lawrence. The sewer lines, excluding laterals from each house to the main, are also dedicated to The City of Lawrence for future maintenance. These items also will be maintained by The City of Lawrence.

DRIVEWAYS: All driveways were paved by the builder at the time of original construction. Maintenance of driveways, including any resurfacing or repaving, shall conform with and be uniform to the surface provided at the time of original construction.

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PARKING: Off-street parking is available in the driveways and garages of each home. The public streets are wide enough to permit parking also, subject to the control and ordinance of The City of Lawrence.

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FENCES: No fence shall be higher than four (4) feet. Chain link fences are permitted with Board approval, and must have a black finish. All wood fences shall be painted or stained in a color compatible with the color of the residences within one year of construction. Please review Article II, Section 2.6, item Q from the copy of the Declaration of covenants, conditions, easements and restrictions of Kensington Farms regarding fence restrictions. All plans for fence installation must be approved by the Board of Directors prior to installation. The DCC will not approve any proposed fence which exceeds Four (4) feet in height unless the rear line of that Lot offers some circumstance clearly unique to that lot.

TEMPORARY STRUCTURES: No trailers, shacks, outhouses, detached storage or tool sheds of any kind shall be erected or situated on any lot in the community except temporarily by a builder during construction. No regular overnight camping is permitted on any Lot.

BASKETBALL GOALS: Portable goals are permitted within the community since they can be moved from sight and will be taken from the property when the owner moves. They must never be left or stored on common area sidewalks, driveway easements, or street surfaces. Permanent goals mounted only on posts will be permitted upon prior approval from the Board of Directors. No basketball goals are permitted to be mounted on a residential structure.

STORAGE SHEDS: Detached storage sheds are not permitted within Kensington Farms.

MAILBOXES: The mailboxes initially installed by the Builder include a newspaper holder. Mailbox style may not be changed without prior written approval of the Board of Directors.

SIGNS: Temporary signs (2 weeks or less) six (6) square feet or less are permitted within the community. Signs may be used to advertise garage sales, remodeling work, etc; they may not be used to promote an owner-operated business out of the home. "For Sale" signs are allowable for the period of time required to sell the property. Owners may have more than 1 sign per lot.

ANTENNAS AND SATELLITE DISHES: Except as approved by the Board of Directors, no antennas shall be allowed. Satellite dishes will be permitted based on the following guidelines:

1. Requires written approval from the Board prior to installation.
2. Must be 18" in diameter or less.
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5. If placed in the front or side yard, landscaping or other disguising forms must be used.

STORAGE TANKS: Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely kept from public view.

GUTTERS AND DOWNSPOUTS: All gutters and downspouts in this subdivision shall be painted or of a colored material other than grey galvanized.

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DITCHES OR SWALES: Each homeowner who has any part of an open storm drainage ditch or on his lot has the responsibility to keep such continuously unobstructed and in good repair.

WASTE COLLECTION: No Owner of a Lot in the Development shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation of out-of-doors of such refuse on his Lot except as may be permitted below. All dwellings built in the Development shall be equipped with a garbage disposal unit. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the time when refuse collections are being made.

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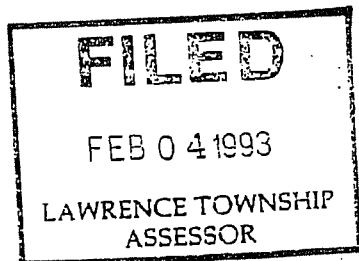
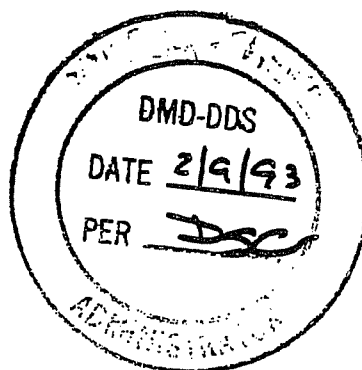
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**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS OF
KENSINGTON FARMS**

JOHN R. VON ARX
MAYOR
FEB 93003584
RECORDING
SECTION
AGREEMENT
MASTER



Dated: February 4th, 1993

RECEIVED FOR RECORDING
FEBRUARY 10 1993
MAYOR JOHN R. VON ARX

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
DEFINITIONS	2
Section 1.1. Additional Land	2
Section 1.2. Articles of Incorporation	2
Section 1.3. Association	2
Section 1.4. Bylaws	2
Section 1.5. Common Area	2
Section 1.6. Common Expenses	3
Section 1.7. Community	3
Section 1.8. Community Assessments	3
Section 1.9. Community Association	3
Section 1.10. Community Facilities	3
Section 1.11. Control Transfer Date	4
Section 1.12. Declarant	4
Section 1.13. Development	4
Section 1.14. DCC	4
Section 1.15. Drainage System	4
Section 1.16. Eligible Mortgage Holder	4
Section 1.17. Eligible Votes	4
Section 1.18. Lot	4
Section 1.19. Majority	4
Section 1.20. Member	5
Section 1.21. Mortgage	5
Section 1.22. Owner	5
Section 1.23. Person	5
Section 1.24. Plats and Plans	5
Section 1.25. Quorum	5
Section 1.26. Special Assessments	5
Section 1.27. Streets	5
Section 1.28. Supplemental Declaration	5
ARTICLE II	
PROPERTY RIGHTS	6
Section 2.1. Owner's Easement of Enjoyment	6
Section 2.2. Delegation of Use	7
Section 2.3. Owner's Right to Ingress, Egress and Support	7
Section 2.4. Rules and Regulations	7
Section 2.5. Declarant's Reserved Easement	7
Section 2.6. Character of the Development	8
A. Use of Lots	8

B.	Use of Common Areas and Community Facilities	9
C.	Signs	9
D.	Storage and Parking of Vehicles	10
E.	Pets	10
F.	Nuisances	10
G.	Garbage, Trash and Other Refuse	10
H.	Model Homes	11
I.	Temporary Structures	11
J.	Utility Services	11
K.	Wells and Septic Tanks	11
L.	Antennas and Solar Heat Panels	11
M.	Mailboxes	11
N.	Accessory Outbuildings Prohibited	11
O.	Occupancy or Residential Use of Partially Completed Dwelling Houses Prohibited	11
P.	Other Restrictions	11
Q.	Fences, Light Fixtures, Etc	12
R.	Damaged Structures	13
S.	Prohibition of Used Structures	13
T.	Maintenance of Lots and Improvements	13
ARTICLE III MEMBERSHIP AND VOTING RIGHTS		13
Section 3.1. Membership		13
Section 3.2. Classes of Membership		13
Section 3.3. Board of Directors		14
Section 3.4. Professional Management		14
Section 3.5. Responsibilities of the Association		14
Section 3.6. Control and Transfer of Control of Association		15
ARTICLE IV MAINTENANCE		15
Section 4.1. Maintenance		15
ARTICLE V INSURANCE		16
Section 5.1. Insurance		16
Section 5.2. Individual Insurance		18
Section 5.3. Disbursement of Proceeds		18
Section 5.4. Damage and Destruction		19
Section 5.5. Repair and Reconstruction		19
ARTICLE VI NO PARTITION		20

Section 6.1. No Partition	20
ARTICLE VII CONDEMNATION	20
Section 7.1. Condemnation	20
ARTICLE VIII ANNEXATION OF ADDITIONAL PROPERTY	21
Section 8.1. Annexation without Approval of Owners	21
Section 8.2. Acquisition of Additional Common Area	21
Section 8.3. Amendment	21
ARTICLE IX RIGHTS AND OBLIGATIONS OF THE ASSOCIATION	22
Section 9.1. Common Area	22
Section 9.2. Services	22
Section 9.3. Personal Property and Real Property for Common Use	22
Section 9.4. Implied Rights	22
Section 9.5. Self-Help	22
Section 9.6. Right of Entry	23
ARTICLE X ASSESSMENTS	23
Section 10.1. Purpose of Assessment	23
Section 10.2. Creation of Assessments	23
Section 10.3. Computation of Assessment	24
Section 10.4. Special Assessments	25
Section 10.5. Lien for Assessments	25
Section 10.6. Effect of Nonpayment of Assessments: Remedies of the Association	26
Section 10.7. Capital Budget and Contribution	26
Section 10.8. Subordination of the Lien to First Deeds of Trust and First Mortgages ..	27
Section 10.9. Capitalization of Association	27
Section 10.10. Date of Commencement of Annual Assessments	27
Section 10.11. Assessments by Declarant	28
ARTICLE XI ARCHITECTURAL STANDARDS	28
Section 11.1. Architectural Standards Jurisdiction	28
Section 11.2. New Construction	29
Section 11.3. Modifications	29
Section 11.4. Procedures for Approval	29
Section 11.5. Power of Disapproval	30
Section 11.6. Liability of Committee	30

Section 11.7. Inspection	30
Section 11.8. Declarant Improvements	30
Section 11.9. Remedies for Failure to Obtain Approval	30
 ARTICLE XII	
MORTGAGEE RIGHTS	31
Section 12.1. Notices of Action	31
 ARTICLE XIII	
GENERAL PROVISIONS	31
Section 13.1. Duration	31
Section 13.2. Amendment	32
Section 13.3. Indemnification	33
Section 13.4. Easements for Utilities	33
Section 13.5. Construction and Sale	34
Section 13.6. Gender and Grammar	34
Section 13.7. Severability	34
Section 13.8. Captions	34
Section 13.9. Perpetuities	34
 ARTICLE XIV	
ENFORCEMENT	35
Section 14.1. In General	35
Section 14.2. Government Enforcement	35
Section 14.3. Delay or Failure to Enforce	35
 ARTICLE XV	
PRIVATE AMENITIES AND SERVICES	35
Section 15.1. Private Amenities and Services	35
 ARTICLE XVI	
LIMITATION ON DECLARANT'S LIABILITY	36
Section 16.1. Limitation on Declarant's Liability	36
 ARTICLE XVII	
ADDITIONAL EASEMENTS AND RESTRICTIONS	36
Section 17.1. Easements	36
Section 17.2. Floodway Restrictions	37
Section 17.3. Common Areas	37
Section 17.4. Lot Access	38
Section 17.5. Construction Procedure	38
Section 17.6. Streets	38

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS
OF KENSINGTON FARMS**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF KENSINGTON FARMS (the "Declaration"), is made this 4th day of February, 1993, by SCM KENSINGTON CORP., an Indiana corporation, and

WITNESSES:

WHEREAS, Declarant (as defined herein) is the owner or contract purchaser of the Development (as defined herein);

WHEREAS, Declarant intends by this Declaration (as defined herein) to impose 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;

WHEREAS, Declarant 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;

WHEREAS, Declarant anticipates that a number of residential communities will be developed in the Development and that certain aspects of the overall Development will be of benefit to such different communities, including, but not limited to, the Community Facilities, the Streets, the Drainage System (all as defined herein), central landscaping features, central signage for the Development including street signage and stop and speed limit signs and common elements related to services to be provided to the residents of all such communities;

WHEREAS, Declarant contemplates that in addition to the covenants, conditions, easements and restrictions imposed hereby and the amenities, improvements and services of common benefit to all residents, such communities within the Development may be subject to further covenants, conditions, easements and restrictions and provided with further amenities, improvements and services of benefit only to the residents of a particular community or communities, and in furtherance thereof, Declarant intends that a Supplemental Declaration (as defined herein) will be recorded making reference to this Declaration and setting forth the various terms and provisions relating to such communities' specific amenities, improvements, services and other matters and Declarant contemplates that each Community (as defined herein) will form a separate Community Association (as defined herein) to carry out the powers and duties delegated to it by the Association and as set forth in the Supplemental Declaration for that Community; and

WHEREAS, the Declarant has formed (or intends to form) the Association (as defined herein) for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE, Declarant hereby declares that all of the real estate described in Exhibit "A", and any additional property as may by subsequent amendment be added to and subjected to this Declaration, 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. Declarant, for itself and its successors and assigns, specifically reserves unto itself the right and privilege to include Additional Land (as defined herein) within and subject to, the terms and provisions of this Declaration by recording a document with the Recorder of Marion County, Indiana, making reference to the terms and provisions hereof and purporting to accomplish such addition of real estate with respect to the provisions hereof.

ARTICLE I

DEFINITIONS

Section 1.1. Additional Land. Additional Land shall mean and refer to additional real property now owned or which may in the future be owned by Declarant subject to Declarant's reserved unilateral right to annex the same within and subject to this Declaration as provided elsewhere herein.

Section 1.2. Articles of Incorporation. Articles of Incorporation means and refers to the Articles of Incorporation of the Association or Community Association as the context may indicate, as filed with the Secretary of State of the State of Indiana.

Section 1.3. Association. Association shall mean and refer to the Kensington Farms Homeowners Association, Inc., or an organization of similar name, formed, or to be formed, as an Indiana not-for-profit corporation, its successors and assigns. The Board of Directors or Board shall mean the elected body of the Association having its normal meaning under Indiana not-for-profit corporation law.

Section 1.4. Bylaws. Bylaws shall refer to the Bylaws of the Association or Community Association as the context may indicate, as the same may exist and be in effect from time to time.

Section 1.5. Common Area. Common Area shall mean all real and personal property now or hereafter owned by or subject to an easement for the common use and enjoyment of all Owners in the Development. The Common Area to be owned by the Association shall be conveyed to the Association at any time prior to the last conveyance of a subdivision interest to any Owner by Declarant. By way of example and not by way of limitation, Common Area shall include the Drainage System in the Development including all lakes, retention/detention ponds, spillways, creeks and culverts, all landscaping other than landscaping on any Lot, accent or

special effect lighting systems for the Development (excluding exterior light fixtures to be installed and maintained by Owners), all Streets within the Development, community recreational facilities and such other or further items as shall be shown as Common Area or subject to an easement for stated purposes on the various Plats and Plans filed with the Recorder of Marion County from time to time with respect to portions of the Development, whether in conjunction with the recordation of a Supplemental Declaration or otherwise.

Section 1.6. Common Expenses. Common Expenses shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association. Common Expenses shall include, without limitation, the actual and estimated cost to the Association for the maintenance, management, operation, repair, improvement and replacement of Common Area, real estate taxes or personal property taxes assessed against any Common Area, as well as any other costs or expense incurred by the Association for the benefit of the Common Area and the Owners.

Section 1.7. Community. Community shall mean and refer to separately designated and developed residential areas. In the absence of specific designation of separate Community status, all real estate made subject to this Declaration shall be considered a part of the same Community; provided, however, the Declarant may designate in any Supplemental Declaration adding property to the terms and conditions of this Declaration that such property shall constitute a separate Community or Communities; provided further that, upon approval of two-thirds (2/3) of the Board of Directors, the Board of Directors may also designate Community status to any area of the Development so requesting.

Section 1.8. Community Assessments. Community Assessments shall mean assessments for such expenses as may be provided for herein or in any Supplemental Declaration which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Lots in a given Community against which the specific Community Assessment is levied and for the purpose of maintaining the properties or providing services for the Owners within a given Community, as will be more particularly described in the Supplemental Declaration creating the same. The Community Assessments shall be levied equally against Owners of Lots in a Community, provided that in the event assessments are levied for exterior maintenance of dwellings, or insurance on dwellings, or replacement reserves which pertain to particular dwellings within a given Community (pursuant to a Supplemental Declaration), such assessments (that are for the use and benefit of particular Lots) shall be levied upon a pro rata basis among the benefited Owners.

Section 1.9. Community Association. Community Association shall mean and refer to the homeowner's association formed as an Indiana nonprofit corporation, its successors and assigns, for each Community.

Section 1.10. Community Facilities. Community Facilities shall refer to facilities such as a clubhouse, swimming pool, tennis court(s) and related facilities and equipment, if any, to

be located within and to be a part of a particular Community or communities and be subject to an easement for the common use and enjoyment of only Owners in such Community or communities, as determined and provided by Declarant.

Section 1.11. Control Transfer Date. Control Transfer Date shall be the date on which the Declarant is no longer a Class B member of the Association.

Section 1.12. Declarant. Declarant means SCM Kensington Corp., an Indiana corporation, or any other person, firm, corporation or partnership which succeeds to the interest of SCM Kensington Corp., as developer of the Development, as a matter of law or as evidenced by a written instrument of transfer to such effect.

Section 1.13. Development. Development shall mean and refer to the real property described in Exhibit "A", attached hereto and incorporated herein by reference and such additional real property as may be added in accordance with Article VIII.

Section 1.14. DCC. DCC shall mean and refer to the Development Control Committee established pursuant to the provisions of Article XI hereof.

Section 1.15. Drainage System. Drainage System shall mean and include the retention/detention ponds, storm sewers, subsurface drainage tiles, swales, ditches, pipes, and other structures, fixtures, properties, equipment, and facilities located in, upon, or under the Common Area, Streets, or easements affecting one or more Lots or property located outside the Development, and designed for the purpose of expediting the drainage of surface and subsurface waters from, over, across and under the Development, other than such as may have been dedicated to the public and accepted for maintenance by the appropriate public agency.

Section 1.16. Eligible Mortgage Holder. Eligible Mortgage Holder shall mean a holder, insurer, or guarantor of a first mortgage on a Lot who has requested notice of certain matters from the Association as herein and in the Association's Bylaws provided.

Section 1.17. Eligible Votes. Eligible Votes shall mean those votes available to be cast on the issue at hand. A vote which is for any reason suspended is not available to be cast.

Section 1.18. Lot. Lot shall mean a portion of the Development other than the Common Area intended for any type of independent ownership and use as may be set out in this Declaration and as shall be shown on the Plats and Plans filed with this Declaration, amendments thereto and any Supplemental Declaration. Where the context indicates or requires, the term Lot includes any structure on the Lot.

Section 1.19. Majority. Majority means more than fifty percent (50%) of the total number of eligible groups, Eligible Votes, eligible Owners, or other, as the context may indicate.

Section 1.20. Member. Member shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 1.21. Mortgage. Mortgage means any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

Section 1.22. Owner. Owner shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Development, but excluding any party holding the fee simple title merely as security for the performance of an obligation. Owner shall include the Declarant (but pursuant to Section 10.11 no assessments are payable by Declarant as an Owner except as specifically described therein).

Section 1.23. Person. Person means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 1.24. Plats and Plans. Plats and Plans shall collectively mean those plats or plans of all or any portion of the Development making reference hereto which have been or hereafter may be recorded in the office of the Recorder of Marion County, Indiana, as the same may be amended or supplemented by replats or otherwise.

Section 1.25. Quorum. Quorum shall mean the percent of Eligible Votes entitled to be cast on a matter at any meeting of Members as specified in the Bylaws.

Section 1.26. Special Assessments. Special Assessments shall mean those certain assessments authorized and made pursuant to the terms of Section 10.4 hereof.

Section 1.27. Streets. Streets shall mean all driveways, walkways, roadways, streets and similar areas, designated as such on the Plats and Plans, which have been or hereafter are constructed for the purpose of providing common access for Owners, occupants and their guests and invitees, to any or all Lots, other than those that have been dedicated to the public and accepted for maintenance by the appropriate public agency.

Section 1.28. Supplemental Declaration. Supplemental Declaration shall mean any amendment to this Declaration which adds additional property to that covered by this Declaration or otherwise imposes additional covenants, conditions, easements or restrictions on all or any portion of the Development. Such Supplemental Declaration may, but is not required to impose, expressly or by reference, additional restrictions and obligations on the land subject to that Supplemental Declaration to the provisions of this Declaration and shall set forth the specific development standards, services to be provided by the Community Association to Owners in the Community being created thereby, the initial level of assessments for Community Assessments associated therewith and such other matters as the Declarant may determine to include therein.

ARTICLE II

PROPERTY RIGHTS

Section 2.1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of ingress and egress in and to, and, use and enjoyment of the Common Area and the Community Facilities of the Community within which the Owner's Lot is located, which shall be appurtenant to and shall pass with the title to every Lot, subject to:

(i) the right of the Association or appropriate Community Association to charge reasonable admission and other fees for the use of any Common Area or Community Facilities and to impose reasonable limits on the number of guests who may use such facilities;

(ii) the right of the Association or appropriate Community Association to suspend or terminate a Member's voting rights in accordance with law and the Articles of Incorporation and Bylaws;

(iii) the right to suspend use of any such facilities for any period during which any assessment for Common Expenses or Community Assessments against that Owner's Lot remains unpaid, and for any violation by an Owner of the Association's or appropriate Community Association's rules and regulations, for the duration of the violation and for an additional period thereafter not to exceed thirty (30) days;

(iv) the Declarant's reserved easements as described herein and the right of the Declarant to grant easements in and to the Common Area and Community Facilities to any public agency, authority, or utility for such purposes as benefit only the Development or portions thereof and Owners or Lots contained therein;

(v) the right of the Association and of Community Association to borrow money for the purpose of improving the Common Area and Community Facilities, or any portion thereof, for acquiring additional Common Area or Community Facilities, or for constructing, repairing, or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area or Community Facilities, provided two-thirds (2/3) of Eligible Votes shall approve; provided, however, the lien and encumbrance of any such mortgage given by the Association or Community Association shall be subject and subordinate to any and all rights, interests, options, easements, and privileges reserved or established in this Declaration for the benefit of Declarant or any Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the Development; and

(vi) the right of the Association and Community Association to dedicate or transfer all or any portion of the Common Area or Community Facilities to any public

agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association or Community Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by the Declarant during any time that the Declarant controls the Association or the Community Association and otherwise by at least two-thirds (2/3) of all Eligible Votes.

This Section 2.1 may not be amended without the written consent of Declarant during the time that Declarant owns any property subject to this Declaration. Unless otherwise specified herein, the Associations rights in this Section and all other Sections hereof pertain only to the Common Area and the rights of any Community Association pertain only to the Community Facilities for the Community governed by said Community Association.

Section 2.2. Delegation of Use. No Owner may delegate his or her right of enjoyment to the Common Area or Community Facilities to any other individual without the prior written consent of the Association or Community Association.

Section 2.3. Owner's Right to Ingress, Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to his or her Lot and shall have the right to lateral support for his or her Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

Section 2.4. Rules and Regulations. The Board of Directors of the Association may establish reasonable rules and regulations concerning the use of the Common Area, facilities located thereon, and individual Lots in the Development, as appropriate. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees, and agents until and unless such regulation, rule, or requirement shall be specifically overruled, cancelled, or modified by the Board of Directors of the Association or the Members by two-thirds (2/3) of all Eligible Votes and with the written approval of the Class B Member prior to the Control Transfer Date. The Board shall have the authority to impose reasonable monetary fines and other sanctions, and monetary fines may be collected by lien and foreclosure, as provided in Article X. In addition, the Association, through its Board, may, by contract or other agreement, enforce county ordinances or permit Marion County to enforce ordinances affecting the Development for the benefit of the Association and its Members.

Section 2.5. Declarant's Reserved Easement. Notwithstanding any provisions contained in the Declaration to the contrary, Declarant hereby expressly reserves unto itself and its successors and assigns a nonexclusive, perpetual right, privilege, and easement with respect to any property in the Development, for the benefit of Declarant and its successors and assigns over, under, in, and on the Development, without obligation and without charge to Declarant, for the purposes of construction, installation, relocation, development, sale, maintenance, repair, replacement, use and enjoyment and otherwise dealing with the Development and any other

property now owned or which may in the future be owned by Declarant. The reserved easement shall constitute a burden on the title to all or any portion of the Development and specifically includes, but is not limited to:

(i) the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, and in all or any portion of the Development; and the right to tie into any portion of the Development with driveways, parking areas, Streets, the Drainage System and walkways; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over all or any portion of the Development;

(ii) the right to construct, install, replace, relocate, maintain, repair, use and enjoy signs, model residences, sales offices, construction offices and business offices as, in the sole opinion of Declarant, may be required, convenient or incidental to the construction and sale by Declarant of residences in all or any portion of the Development or in any portion of the Additional Land; and

(iii) the right to maintain a sales and marketing office for the Development within the Common Area and/or Community Facilities without cost to Declarant until Declarant no longer owns any Lots in the Development.

No rights, privileges, and easements granted or reserved herein shall be merged into the title of any property within the Development, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quitclaim deed from Declarant releasing such right, privilege, or easement by express reference thereto with respect to all or any portion of the Development. Declarant may grant to a builder of Lots within the Development similar rights as granted to Declarant under (ii) and (iii) above.

This Section 2.5 may not be amended without the advance written consent of Declarant as long as Declarant owns one or more Lots.

Section 2.6. Character of the Development.

A. Use of Lots.

(i) Except as may be otherwise expressly provided in this Declaration, each Lot shall be used for residential purposes only as a residence for a single family related by blood, adoption, or marriage. No business buildings shall be erected on said Lots, and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling District Zoning Ordinance of Marion County, Indiana, as amended from time to time. Lease or rental of a Lot or any building thereon for

residential purposes shall not be considered to be a violation of this covenant, so long as the lease is in compliance with reasonable rules and regulations as the Board of Directors may promulgate, or in the absence of such rules and regulations, with the prior written approval of the Board. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration, the Bylaws, and the rules and regulations adopted hereunder.

(ii) Without the prior written consent of the Association's Board of Directors, nothing shall be done or kept on any Lot or on the Common Area or any Community Facilities or any part thereof to increase the rate of insurance on the Development or any part thereof over what the Association, but for such activity, would pay. Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of annoyance, shall not be conducted on any Lot or on the Common Area or any Community Facilities or any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or use of his or her Lot which could reasonably cause embarrassment, discomfort, or annoyance to other Owners, and the Board of Directors shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

B. Use of Common Areas and Community Facilities. No planting or gardening shall be done, and no fences, hedges, walls or any other structure or planting shall be erected or maintained upon the Common Area or Community Facilities, except in accordance with the initial construction of the improvements located thereon by the Declarant or as approved by the Association's Board of Directors or their designated representatives. No antennas may be erected upon the Common Area or Community Facilities, except the Association may erect a master antenna serving the Members. Except for the right of ingress and egress, the Owners of Lots may use the property outside their respective Lots only in accordance with reasonable regulations as may be adopted by the Association's Board of Directors or as is expressly provided herein. Specifically, restrictions on use of lakes and ponds, if any, on the Development shall be set forth in Supplemental Declarations with respect to the Community in which such lakes and ponds are located or to which they are contiguous, and otherwise as may be implemented by the Board. It is expressly acknowledged and agreed by all parties concerned that this Section 2.6 is for the mutual benefit of all Owners and is necessary for the protection of all Owners.

C. Signs. Except as hereinafter provided for Declarant, no signs of any type whatsoever, billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on the Development, other than signage provided by Declarant (before the Control Transfer Date) or by the Association (after the Control Transfer Date) and approved by the DCC, and signs that are approved by the DCC and are erected by a builder of multiple lots in the Development (a "Builder"), except that one sign of not more than six (6) square feet may be displayed for the purpose of either advertising the lot for sale or advertising a garage/yard sale at such lot.

D. Storage and Parking of Vehicles. There shall be no outside storage or parking upon any Lot, the Common Area or Community Facilities of any automobile, commercial vehicle, truck, tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other transportation device of any kind, except within the parking spaces in the Owner's garage or the driveway on a Lot and for visitors temporarily parking in spaces and in accordance with rules and regulations designated and promulgated by the Board. No Owners or tenants shall repair or restore any vehicle of any kind upon any Lot, Common Area or Community Facilities, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have been reasonably parked in the garage as originally constructed.

E. Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Development, except that normal household pets in reasonable numbers may be kept in residences subject to rules and regulations adopted by the Association through its Board of Directors, provided that such pets are not kept, bred, or maintained for any commercial purpose. The Board shall have the absolute power to prohibit a pet from being kept on any Lot in the Development, including inside residences constructed thereon. No doghouses or other pet enclosures shall be constructed or located on any lot without the prior written approval of the DCC.

F. Nuisances. No outside toilets shall be permitted on any Lot in the Development (except during a period of construction and then only with the consent of the DCC), and no sanitary waste or other wastes shall be permitted to enter the storm drainage system. No discharge from any floor drain shall be permitted to enter into the storm drainage system. No noxious or offensive activities shall be carried on any Lot in the Development, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot in the Development. By purchase of a Lot, each Owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by Declarant, the Association, or any Owner in the Development in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees, shall become a charge or lien upon the offending Owner's Lot, and may be collected (i) in any manner provided by law or in equity for collection of a liquidated debt, or (ii) by foreclosure of said lien in the manner provided for in Section 10.6 for the lien of assessments. Neither the Declarant, nor any officer, agent, employee or contractor thereof, the Association, or any Owner enforcing the provisions of this paragraph shall be liable for any damage which may result from enforcement hereof.

G. Garbage, Trash and Other Refuse. No Owner of a Lot in the Development shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse on his Lot except as may be permitted below. All dwellings built in the Development shall be equipped with a garbage disposal unit. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed

underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the time when refuse collections are being made.

H. Model Homes. No Owner of any Lot in the Development other than Declarant or persons having the written permission of Declarant shall build or use, or permit the building or use upon any such Lot of any dwelling that is to be used as a model home or exhibit house.

I. Temporary Structures. No temporary house, trailer, tent, garage, mini-barn or other out building shall be placed or erected on any Lot, nor shall any regular overnight camping be permitted on any Lot.

J. Utility Services. No utility services will be installed under any paved areas in the Development, except by jacking, drilling, or boring, unless specifically approved by the Declarant (or, after Declarant turns over control of the Association, by the DCC). All utility facilities in the Development will be underground, except where required to be placed above ground by the individual utility supplier.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the Lots in the Development without the approval of the DCC. No septic tanks shall be installed on any of the Lots, in any of the Common Areas or the Community Facilities.

L. Antennas and Solar Heat Panels. Except as approved by the DCC, no exposed antennas, satellite dishes or solar heat panels shall be allowed on any Lot or on any residence on any Lot which is visible from outside such residence.

M. Mailboxes. Each Builder shall select and designate a standard mailbox and post to be used on the Lots it builds on, and such mailbox shall be subject to the prior written approval of the DCC. All repairs and replacements to such standard mailboxes shall be consistent in color, quality and appearance with the original mailbox and post.

N. Accessory Outbuildings Prohibited. No accessory outbuildings, including mini-barns, shall be erected on any of the residential Lots.

O. Occupancy or Residential Use of Partially Completed Dwelling Houses Prohibited. No dwelling house constructed on any of the residential Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed for occupancy in accordance with the approved building plan. The determination of whether the house shall have been substantially completed for occupancy shall be made by the building inspector of the governmental entity having jurisdiction over the Development and such decision shall be binding on all parties.

P. Other Restrictions. All tracts of ground in the Development shall be subject to all covenants, conditions, easements, restrictions and limitations of record, and to all

governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

Q. Fences, Light Fixtures, Etc. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence, basketball goal, swimming pool, hot tub, play structure (such as swingset) or other exterior structure must be approved by the DCC as to size, location, height and composition before it may be installed. Any fencing in the Development will be designed and installed to be as harmonious as possible with the architectural character of the Community. No fence or screen will be approved if its installation will obstruct necessary site lines for vehicular traffic. Undue obstruction of view or other amenities from adjoining properties will be taken into consideration by the DCC when reviewing for approval. Fences in general shall not be located any closer to the front of the home than the rear foundation line of the home. The DCC will discourage fencing of the entire back yard due to the effect that this fencing may have on the feeling of spaciousness desired by other property owners. Fences may be privately installed but must be constructed to professional levels of quality. Non-professionally installed fences will be inspected by the DCC after completion in order to insure that the final product is of a professional quality and final approval of the fence shall be deemed withheld until successful completion of this final review.

(a) Height Restriction. DCC will approve fences up to four (4) feet in height which otherwise meet these guidelines. The DCC will give consideration, however, to a variance in this height limit where clearly unique circumstances exist. The use of six (6) foot fences around small patio areas of a backyard or sideyard of a home in order to secure privacy for the immediate patio area will be permitted. The specific fence height restrictions are as follows:

(i) Property fencing and walls above grade shall not exceed four (4) feet above grade unless otherwise approved by the DCC.

(ii) The DCC will not approve any proposed fence which exceeds four (4) feet in height unless the rear line of that Lot offers some circumstance clearly unique to that Lot.

(iii) Patio screens/privacy fences shall not exceed six (6) feet in height.

(b) Materials and Finish.

(i) Wood fencing or screening will be approved if the design is in conformity with the architectural design of the Community, and either (i) painted or stained to match the exterior colors of the home, or (ii) have a natural wood finish.

(ii) The DCC will not approve an application for the installation of a chain link or other galvanized metal fencing unless it is vinyl coated or covered with similar coating material and black in color.

R. Damaged Structures. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

S. Prohibition of Used Structures. All structures constructed or placed on any Lot in the Development, including play structures, shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot without the prior written approval of the DCC.

T. Maintenance of Lots and Improvements. Unless the Association is obligated to perform the same, the Owner of any Lot in the Development shall at all times maintain the Lot (and to the extent required by the restrictions contained elsewhere herein or in the Plats and Plans, Common Area adjacent to such Lot) and any improvements situated thereon in such a manner as to prevent the same from becoming unsightly and, specifically, such Owner shall:

- (i) Mow and care for the lawn at such times as may reasonably be required in order to prevent the unsightly growth of vegetation and weeds;
- (ii) Remove all debris or rubbish;
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development;
- (iv) Cut down and remove dead trees; and
- (v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 3.2. Classes of Membership. The Association shall have two (2) classes of Members consisting of Class A Members and the Class B Member.

(a) Class A. Class A Members shall be all Owners of Lots with the exception of the Declarant. Except as otherwise provided herein or in the Articles of Incorporation, each Owner shall be entitled to one vote for each Lot owned. When more than one person is an Owner of a Lot, all such persons shall be Members. The vote for such Lot shall be exercised by the person whom the collective Members with respect to such Lot may designate. If a Membership stands of record in the names of at least two (2) persons or entities, if one person or entity

votes, the vote binds all persons. In no event shall such vote be split into fractional votes and in no event shall more than one vote be cast with respect to any Lot. Each vote cast with respect to a Lot shall presumptively be valid, but if such vote is questioned by any Member holding any interest in such Lot and if all such Members holding an interest in the Lot are not in agreement as to the validity of the vote for such Lot which is questioned, then such vote shall not be counted. In addition, the Association may reject a vote, consent, waiver or proxy appointment if there is a reasonable basis to doubt the validity of a signature or the signatory's authority.

(b) Class B. The Declarant shall be the sole Class B Member. The Class B Member shall be entitled to 1,000 votes for so long as it shall own any Lot or other real estate in the Development or until the Declarant's Class B membership is converted to a Class A membership if that occurs earlier. The Class B membership shall cease and be converted to a Class A membership on the happening of the first to occur of the following events:

(i) When the Class B Member owns less than twenty-five percent (25%) of the Lots in the Development,

(ii) When the Class B Member voluntarily surrenders its Class B membership,
or

(iii) Five (5) years after the first Lot is conveyed to an Owner in any portion of the Development.

Section 3.3. Board of Directors. Subsequent to the Control Transfer Date, the Board of Directors of the Association shall consist of one member of the Board of Directors of each Community Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association. The initial Board of Directors shall be appointed by Declarant and shall manage the affairs of the Association until the Control Transfer Date.

Section 3.4. Professional Management. No contract or agreement for professional management of the Association by Declarant nor any other contract between the Association and Declarant shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

Section 3.5. Responsibilities of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place, and stead of, the individual Owners in all matters pertaining to the maintenance, repair, and replacement of the Common Areas, the determination of Common Expenses, the collection of annual assessments and Special Assessments, and the granting of any approvals whenever and to the extent called for by this Declaration for the common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in this Declaration. Neither the

Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of this Declaration or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct. The Association shall procure and maintain insurance in accordance with the provisions of Article V hereof. The Association may contract for such services as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable.

Section 3.6. Control and Transfer of Control of Association. Until the Control Transfer Date, the Board of Directors of the Association shall consist of persons appointed by Declarant.

ARTICLE IV

MAINTENANCE

Section 4.1. Maintenance.

(a) The Association shall maintain and keep in good repair the Common Area. The maintenance of the Common Area shall be deemed to include, but not be limited to, maintenance, repair, and replacement, subject to the insurance and casualty loss provisions contained herein, at the Association's sole cost and expense as Common Expense, of all trees, fences, shrubs, grass, Streets, Common Area parking spaces, bike paths, walks, Drainage System improvements, the accent or special effect lighting system, central signage for the Development including street signage and other improvements situated upon the Common Area, but shall specifically exclude Community Facilities. The Association shall repair or replace any street sign that has incurred substantial damage or has been destroyed or removed within ten (10) business days of notice of such damage, destruction or removal.

(b) The assessment for Common Expenses shall be separate and distinct from the assessment for the Community Assessments with the intention being that all Owners in the Development shall be assessed on a pro-rata basis for the Common Expenses associated with the Common Area while Owners in the different Communities will be assessed in addition thereto the Community Assessments which relate to the services and amenities associated with such Community as set forth in the Supplemental Declaration associated therewith. Each Lot shall be subject to a lien for Community Assessments to the same extent and in the same manner as such Lot is subject to a lien for assessments for Common Expenses as set forth herein.

(c) In the event that the Board of Directors of the Association determines that (i) any Owner has failed or refused to discharge properly his or her obligations with regard to the maintenance, repair, or replacement of items for which he or she is responsible hereunder or otherwise; or (ii) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not covered or paid for by

insurance, in whole or in part, then, in that event, the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at the Owner's sole cost and expense; the notice shall set forth with reasonable particularity the maintenance, repairs, or replacement required and shall advise the Owner to complete the same within three (3) days from the date of such notice; provided, however, that if the same is not capable of completion within the three (3) day period, such notice shall advise the Owner to immediately commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at Owner's sole cost and expense, and the cost shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

(d) The cost of snow removal and landscaping maintenance in excess of amounts budgeted therefor shall be paid by the Owners (on the same basis as assessments for Common Expenses are allocated to the Owners in accordance with Section 10.3 hereof) by a Special Assessment. In the event the Association enters into contracts for snow removal and landscaping maintenance while Declarant controls the Association, the Association shall indemnify and hold Declarant harmless from all liability and obligations with respect thereto. This Section 4.1(d) is included herein in recognition of the fact that the costs of snow removal and landscaping maintenance for the Development may substantially exceed amounts budgeted therefor by the Association due to inordinate snow fall, an inordinate number of snow falls during any season, general weather conditions, agricultural conditions and amount of use. Nothing contained herein shall be construed to require that the Association provide snow removal service for the Development. In the event snow removal service is to be provided for the Development an amount therefor shall be included in the annual budget and collected as a Common Expense with the understanding that a Special Assessment may be necessary in the event the amount budgeted therefor is insufficient to defray the actual snow removal costs.

ARTICLE V

INSURANCE

Section 5.1. Insurance.

(a) The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

(b) The Board shall also obtain a public liability policy covering the Common Area, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a Five Hundred Thousand Dollar (\$500,000) single person limit as respects bodily injury and

property damage, a One Million Dollar (\$1,000,000) limit per occurrence, and a Two Hundred Fifty Thousand Dollar (\$250,000) minimum property damage limit. Premiums for all insurance on the Common Area shall be Common Expenses of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

(c) All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

(i) All policies shall be written with a company licensed to do business in Indiana and holding a rating of XI or better in the Financial Category as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(ii) All policies on the Common Area shall be for the benefit of the Lot Owners and their mortgagees as their interests may appear.

(iii) Exclusive authority to adjust losses under policies in force on the Development obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(iv) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

(v) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Marion County area.

(vi) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(2) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

(3) that no policy may be cancelled, invalidated, or suspended on account of any one or more individual Owners;

(4) that no policy may be cancelled, invalidated, or suspended on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;

(5) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(6) that no policy may be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association.

(d) In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Board's best business judgment, but may not be less than three (3) months' assessments plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association.

Section 5.2. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that such Owner shall carry blanket all-risk casualty insurance on such Owner's Lot and structures constructed thereon. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the individual Owner determines not to rebuild or to reconstruct, the individual Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. The Association may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Lot and the standard for returning the Lot to its natural state in the event the Owner decides not to rebuild or reconstruct.

Section 5.3. Disbursement of Proceeds. Proceeds of insurance policies written in the name of the Association shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or reconstruction is made, after making such settlement as is necessary and

appropriate with the affected Owner or Owners and their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of a Lot and may be enforced by such mortgagee.

(b) If it is determined that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 5.3(a).

Section 5.4. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Development covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed portions of the Development. Repair or reconstruction, as used in this paragraph means repairing or restoring the Development to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Class B Member and at least seventy-five percent (75%) of the Eligible Votes shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the damaged portion of the Development shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

Section 5.5. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall use general funds or seek a special assessment as permitted in Section 10.4.

ARTICLE VI

NO PARTITION

Section 6.1. No Partition. Except as is permitted in this Declaration or any Supplemental Declaration, there shall be no physical partition of the Common Area or Community Facilities or any part thereof, nor shall any person acquiring any interest in the Development or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 5.3 in the case of damage or destruction, or unless the applicable portions of the Development have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE VII

CONDEMNATION

Section 7.1. Condemnation.

(a) Whenever all or any part of the Common Area or Community Facilities shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association or appropriate Community Association (in the case of Community Facilities) as Trustee for all Owners (or Owners in the appropriate Community in case of Community Facilities), to be disbursed as set forth in Section 7.1(b) hereof.

(b) If the taking involves a portion of the Common Area or Community Facilities on which improvements have been constructed, then, unless within sixty (60) days after such taking the Class B Member and seventy-five (75%) per cent of the Eligible Votes shall otherwise agree, the Association or appropriate Community Association shall restore or replace such improvements so taken on the remaining land included in the Common Area or Community Facilities to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association or appropriate Community Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area or Community Facilities, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association or appropriate Community Association and used for such purposes as the Board of Directors of the Association or appropriate Community Association shall determine.

ARTICLE VIII

ANNEXATION OF ADDITIONAL PROPERTY

Section 8.1. Annexation without Approval of Owners.

(a) As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until December 31, 1999, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B", attached hereto and by reference made a part hereof, and any other real estate adjacent thereto or to the Development as the same exists from time to time whether in fee simple or leasehold, by filing in the Recorder's Office of Marion County, Indiana, an amendment or Supplemental Declaration annexing such property. Such Supplemental Declaration or amendment to this Declaration shall not require the vote or approval of any Owners. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

(b) Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said real property to be so annexed and that such transfer is memorialized in a written, recorded instrument.

(c) The rights reserved unto Declarant to subject Additional Land to the Declaration shall not be implied or construed so as to impose any obligation upon Declarant to subject any of such Additional Land to this Declaration or to the jurisdiction of the Association nor any obligation, if subjected, to build housing of the same type, design, or materials. If such Additional Land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose covenants and restrictions similar to those contained herein upon such Additional Land, nor shall such rights in any manner limit or restrict the use to which such Additional Land may be put by Declarant or any subsequent owner thereof, whether such uses are consistent with the covenants and restrictions imposed hereby or not.

Section 8.2. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, which upon conveyance or dedication shall be accepted by the Association and thereafter shall be maintained by the Association as a Common Expense for the benefit of all Owners.

Section 8.3. Amendment. This Article shall not be amended without the written consent of Declarant, so long as the Declarant owns any property described in Exhibit "A" or Exhibit "B" attached hereto.

ARTICLE IX

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 9.1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto, if any), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions of this Declaration and the Bylaws.

Section 9.2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Development, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Development or the enforcement of this Declaration. The Association may, but shall not be required to, arrange as an Association expense with third parties to furnish water, trash collection, sewer service, snow removal, security, lawn and landscaping service and other common services to each Lot.

Section 9.3. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests located within the properties described in Exhibit "A" or Exhibit "B" attached hereto or hereafter annexed into the Development and conveyed to it by the Declarant.

Section 9.4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles of Incorporation or the Bylaws, and every other right or privilege reasonably to be implied for the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 9.5. Self-Help. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot or any portion of the Common Area or Community Facilities to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Lot Owner five (5) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees and paraprofessional fees actually incurred shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

Section 9.6. Right of Entry. The Association shall have the right, in addition to and not in limitation of all the rights it may have, to enter into structures and upon Lots for emergency, security, or safety purposes, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firefighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the Owner or occupant of the Lot.

ARTICLE X

ASSESSMENTS

Section 10.1. Purpose of Assessment. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors. Community Assessments shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots within a given Community, as will be more specifically described in the Supplemental Declaration dealing with such Community. The word "assessments" as used herein shall mean all assessments referred to herein for Common Expenses including Special Assessments.

Section 10.2. Creation of Assessments.

(a) There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors. Assessments for Common Expenses shall be allocated among all Owners within the Association as described in Section 10.3 hereof and shall be for expenses determined by the Board to be for the benefit of the Association as a whole. Community Assessments shall be levied against Lots in a particular Community in those circumstances where services are provided pursuant to a Supplemental Declaration which benefit less than the Association as a whole. Community Assessments shall be in such amounts and for such purposes permitted as set forth in the Supplemental Declaration relating to the applicable Community. Each Owner, by acceptance of his or her deed, is deemed to covenant and agree to pay all assessments and Community Assessments created or referenced herein. All such assessments and Community Assessments, together with interest, not to exceed the maximum legal rate, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees and paraprofessional fees actually incurred, and any other amounts provided or permitted by law shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment and Community Assessment is made.

(b) Each such assessment, together with interest, costs, and reasonable attorney's fees and paraprofessional fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment arose, and his or her grantee shall be jointly and severally

liable for such portion thereof as may be due and payable at the time of conveyance, except no first mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, monthly, quarterly, semi-annually or annually and acceleration of the annual assessment for delinquents. Unless the Board otherwise provides, all assessments shall be paid annually.

Section 10.3. Computation of Assessment.

(a) It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Membership, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall list Common Expenses. Each Owner of any Lot in the Development hereby covenants and agrees to pay to the Association its allocated share (the "Allocated Share") of the annual assessments for Common Expenses for the Development, as fixed, established and determined from time to time as herein provided. The Allocated Share of each Owner in the Development shall be determined by the Declarant and shall be based upon a combination of the following factors: (i) the projected number of Lots in the Development; (ii) the actual or projected purchase price and/or value of each Lot and any residence thereon; (iii) the square footage of each Lot; (iv) the percentage of the Common Area located within and utilized by a particular Community; (v) the number of Lots owned by Owners other than the Declarant; and (vi) any other factor which the Declarant may determine, from time to time, is in the best interest of Declarant and the Development. The method by which the Declarant allocates the Common Expenses among Owners may be changed from time to time prior to the Control Transfer Date as changes occur in the six (6) factors set forth above. The method of computing each Owner's Allocated Share that is used by the Declarant on the Control Transfer Date shall be the method used by the Board subsequent to the Control Transfer Date unless a change in method is approved by two-thirds (2/3) of all Eligible Votes. In addition, each Owner covenants and agrees to pay to the Association his or her share of Community Assessments as more specifically set forth in the Supplemental Declarations dealing with the various Communities in the Development. The Board shall cause a copy of the budget, the amount of the assessments to be levied against each Lot for the following year and a description of the method used in determining the assessments to be delivered to each Owner at least fifteen (15) days prior to the meeting. Each segment of the budget including, without limitation, the assessments for Common Expenses shall become effective unless disapproved at the meeting by a vote of at least two-thirds (2/3) of a Quorum of the Members.

(b) Notwithstanding the foregoing, however, in the event that the proposed budget or the assessments for Common Expenses are disapproved in accordance with 10.3(a), or (ii) the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget (or such portion thereof or assessments as shall have been disapproved in accordance with the foregoing) shall have been determined as provided herein, the budget (or

applicable portion thereof or assessments) in effect for the then current year shall continue for the succeeding year.

(c) In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for assessments for the following fiscal year, except that so long as the Declarant controls the Association, and subject to Declarant's rights to impose Special Assessments as described in Section 4.1(d) hereof, Declarant may, but shall be under no obligation, to fund such deficit; provided, however, that Declarant shall be reimbursed by the Association for any deficits so funded, together with interest at ten percent (10%) per annum until so reimbursed, from available surpluses in later years or through Special Assessments. Thereafter, such deficit may be recouped either by inclusion in the budget for annual assessments or by the making of one or more Special Assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common Expenses for that fiscal year, an allocable share of such excess (based on the amounts originally levied as assessments) shall be a credit against the assessments due from each Owner for the next fiscal year(s); provided, that Declarant shall first be reimbursed for deficits previously paid, with interest, as required above before such excess shall be so credited to Owners.

(d) During the first year following the date of recordation of this Declaration, the total assessments per Lot per year for Common Expenses shall not exceed \$200.

Section 10.4. Special Assessments. In addition to the other assessments authorized herein, the Association may levy Special Assessments in any year. So long as the total amount of Special Assessments allocable to each Lot does not exceed \$50 in any one fiscal year, the Board may impose the Special Assessment. Any Special Assessment which would cause the amount of Special Assessments allocable to any Lot to exceed this limitation shall be effective only if approved by two-thirds (2/3) of a Quorum of the Members. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed. The dollar and percentage limitations contained in this Section 10.4 shall not apply to assessments levied pursuant to Section 4.1(d) hereof, and the total of Special Assessments hereunder shall be calculated without inclusion of any assessments levied pursuant to Section 4.1(d) hereof.

Section 10.5. Lien for Assessments.

(a) All sums assessed against any Lot pursuant to this Declaration (excluding Community Assessments), together with late charges, interest, costs, and reasonable attorney's fees and paraprofessional fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (i) liens of ad valorem taxes; or (ii) liens for all sums

unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the land records of Marion County, Indiana, and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument.

(b) All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 10.6. Effect of Nonpayment of Assessments: Remedies of the Association.

(a) Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any Member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest, not to exceed the maximum legal rate, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees and paraprofessional fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the Lot. No Owner may waive or otherwise except liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot.

(b) All payments shall be applied first to costs and attorney's and paraprofessional fees, then to late charges, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of their coming due.

Section 10.7. Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost for both the Common Area. The Board shall set the required capital contribution, if any, in an amount

sufficient to permit meeting the projected capital needs of the Association as shown on the capital budget, with respect to both amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment for Common Expenses as provided in Section 10.3. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

Section 10.8. Subordination of the Lien to First Deeds of Trust and First Mortgages.

The lien of the assessments, including interest, late charges, costs (including attorneys' fees and paraprofessional fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Lot. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer (subject to the right of the Association to payment out of available foreclosure sale proceeds). No sale or transfer shall relieve such Lot from lien rights for any assessments thereafter becoming due. Where the mortgagee of a first Mortgage of record or other purchaser of a Lot obtains title, his or her successors and assigns shall not be liable for the share of the Common Expenses by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid share of Common Expenses shall be deemed to be Common Expenses collectible from all the Lots, including such acquirer, his or her successors and assigns.

Section 10.9. Capitalization of Association. Upon acquisition of record title to a Lot from Declarant, each Owner shall contribute to the capital of the Association an amount equal to twenty-five percent (25%) of the amount of the annual general assessment for Common Expenses. All such amounts shall be set aside as capital replacement/working capital reserve, and shall not be utilized by Declarant or the Association until after the Control Transfer Date.

Section 10.10. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to Lots generally in January, 1993, and as to a particular Lot on the first day of the month following the conveyance of such Lot by the Declarant to an Owner and shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. The date any Lot becomes subject to assessment hereunder shall be the date on which such Lot is transferred by Declarant to an Owner; provided, however, that Declarant may, in its sole and absolute discretion delay the starting date for assessments for as long as Declarant shall deem appropriate in its sole and absolute discretion but assessments shall in all events be payable commencing on the first day of the first month following the date the Lot is occupied for the residential purposes or is suitable for such occupancy as evidenced, for example, by the appropriate official of Marion County, Indiana or an architect issuing a certificate of occupancy or its equivalent stating that the residential structure on such Lot is substantially complete and available for occupancy.

Section 10.11. Assessments by Declarant.

(a) Declarant covenants and agrees to pay the full amount of the annual assessment for each Lot occupied for residential purposes that it owns; notwithstanding anything contained herein to the contrary, the Declarant shall not be required to pay any assessments for any Lots not occupied for residential purposes (other than completed vacant apartment units held for rental in the ordinary course of business) that it owns, including but not limited to model homes.

(b) Notwithstanding anything to the contrary herein, the Declarant may contribute assessments due from it in services or materials or a combination of services and materials, rather than in money, (herein collectively called in-kind contribution). The amount by which monetary assessments shall be decreased as a result of any in-kind contribution shall be the fair market value of the contribution. If the Declarant and the Association agree as to the value of any contribution, the value shall be as agreed. If the Association and the Declarant cannot agree as to the value of any contribution, the Declarant shall supply the Association with a detailed explanation of the service performed and material furnished, and the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors approved by the Declarant who are in the business of providing such services and materials. If the Association and the Declarant are still unable to agree on the value of the contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

ARTICLE XI

ARCHITECTURAL STANDARDS

Section 11.1. Architectural Standards Jurisdiction. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Development Control Committee established herein. The DCC shall have the right to unilaterally promulgate, modify, and amend at any time and from time to time, on behalf of the Board of Directors and the Association, architectural guidelines and standards which shall be binding on all Owners of Lots within a Community or within the Development in its entirety, as determined in the reasonable discretion of the DCC. Such architectural guidelines and standards and amendments thereto may be recorded in the Office of the Recorder of Marion County, Indiana by the Declarant until the Control Transfer Date and subsequent thereto by the Association.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, and no planting or removal of plants, trees, or shrubs, fences, walls or other structures shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the DCC has been obtained.

Section 11.2. New Construction. The DCC shall have exclusive jurisdiction over all original construction on any portion of the Development. The DCC shall prepare and, on behalf of the Board of Directors, shall promulgate design guidelines and application procedures. The standards and procedures shall be those of the Association, and the DCC shall have sole and full authority to prepare and to amend the standards and procedures. It shall make both available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Development and who shall conduct their operations strictly in accordance therewith. Until all the real estate included in the Development has been conveyed by Declarant to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the DCC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the DCC.

Section 11.3. Modifications. The DCC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Lots or structures thereon and the open space, if any, appurtenant thereto; provided, however, the DCC may delegate this authority to the appropriate board or committee of any residential association subsequently created or subsequently subjected to this Declaration so long as the DCC has determined that such board or committee has in force review and enforcement practices, procedures and appropriate standards at least equal to those of the DCC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her residence, or to paint the interior of his or her residence any color desired.

Section 11.4. Procedures for Approval. As to Builders, each such Builder shall submit two (2) complete sets of plans and specifications (meeting the requirements set forth below) for each model of home to be built by Builder in the Development to the DCC for approval. Once a model has been approved, approval is not necessary for any home that is built in compliance with the plans and specifications for such model. For any other construction, approvals required by this Article shall be obtained only after written application has been made to the DCC by the Owner of the Lot requesting authorization (or such Owner's duly authorized representative). Such written application shall be in the manner and form prescribed from time to time by the DCC and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction, improvement or modification. Such plans shall include plot plans showing the location of all improvement existing upon the Lot and the location of the improvements proposed to be constructed or placed upon the Lot, each properly and clearly designated, if applicable. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the DCC may require. All plans and drawings required to be submitted to the DCC shall be drawn to such scale as the DCC may require. There shall also be submitted, where applicable, the permits or plat plans which shall be prepared by either a

registered land surveyor, engineer or architect. Plat plans submitted for improvement location permit shall bear the stamp or signature of the DCC acknowledging the approval thereof.

Section 11.5. Power of Disapproval. The DCC may refuse to grant approvals required under this Article when:

(a) The plans, specifications, drawings or other materials submitted are themselves inadequate or incomplete, or show the proposed improvements to be in violation of these restrictions or the requirements of the applicable Supplemental Declaration;

(b) The design or color scheme of a proposed repainting, modification or improvement is not in harmony with the general surroundings of the Lot, with adjacent buildings or structures, or with general standards for such Community, all as determined in the sole discretion of the DCC; or

(c) The proposed improvement, construction or modification, or any part thereof, would be contrary to the interests, welfare or rights of all or any part of the other Owners, all as determined in the sole discretion and opinion of the DCC.

Section 11.6. Liability of Committee. Neither the DCC nor any agent thereof, nor Declarant, shall be responsible in any way for any defects in any plans, specifications or other material submitted to it, nor for any defects in any work done according thereto, nor for any damages associated with their approval or disapproval of any matters subject to this Article.

Section 11.7. Inspection. The DCC or its duly authorized agents, may inspect work being performed with their permission to assure compliance herewith, the requirements of the applicable Supplemental Declaration and any applicable regulations of the Association, and an easement for such inspection is hereby reserved over and upon each and every Lot in the Development.

Section 11.8. Declarant Improvements. The DCC shall have no powers with respect to any construction, improvements or modifications undertaken by the Declarant (or any assignee of Declarant if the Declarant has approved the plans therefor) or any improvements approved by Declarant at any time.

Section 11.9. Remedies for Failure to Obtain Approval. In the event any construction or modifications are made without first obtaining approval of the DCC as required herein or any construction is being performed other than in accordance with DCC approved plans and architectural guidelines and standards, the Declarant, the Association and the DCC shall have the powers of enforcement granted to the Association generally for purposes of this Declaration and may require any modifications, construction, changes or improvements undertaken or installed without or contrary to the approval of the DCC and such architectural guidelines and standards to be removed or renovated by whatever means the Declarant, the Association and/or DCC deem appropriate, with the costs thereof, including costs of collection and attorneys fees

and paraprofessional fees to become a lien against the defaulting Owner's Lot in the manner described in Section 10.5 hereof.

ARTICLE XII

MORTGAGEE RIGHTS

Section 12.1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), (therefore becoming an Eligible Mortgage Holder), will, upon payment of the reasonable expense of the Association associated therewith, be entitled to timely written notice of:

- (a) any proposed termination of the Association;
- (b) condemnation, damage or destruction to the Development or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder;
- (c) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such Eligible Mortgage Holder where such delinquency has continued for a period of sixty (60) days;
- (d) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- (e) any proposed action which would require the consent of Eligible Mortgage Holders.

ARTICLE XIII

GENERAL PROVISIONS

Section 13.1. Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law; provided, however, so long as Indiana law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, and such provisions may be renewed or extended, in whole or in part, beyond the initial period permitted by such law, for successive periods not to exceed the period permitted by such law, provided such renewal or extension is approved by at least two-thirds (2/3) of all Eligible Votes. Further, no such renewal or extension shall be effective unless there is filed for record in the Office of the Recorder of Marion County, Indiana, on or before the effective date thereof an instrument executed by the President and Secretary of the Association which shall state the terms of such renewal or extension and which

shall contain a certification by such Secretary that such extension and renewal was duly approved by the Owners. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 13.2. Amendment.

(a) This Declaration may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal Housing Administration, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or (iv) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, so long as Declarant owns any property in the Development or capable of being annexed thereto, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect, in the opinion of Declarant, the substantive rights of any Lot Owner or mortgagee hereunder.

(b) In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3) of the Eligible Votes and the consent of the Declarant, so long as Declarant has an unexpired option to subject property to this Declaration. Amendments to this Declaration shall become effective upon recordation in the Marion County, Indiana records, unless a later effective date is specified therein.

(c) Declarant hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Declarant without the approval of any other person or entity, in order to bring this Declaration into compliance with the requirements of any public agency having jurisdiction thereof or of any agency guaranteeing, insuring, or approving Mortgages, so long as Declarant owns any Lots within the Development or to enable reasonable development of and construction on the Lots; provided that Declarant shall not be entitled to make any amendment which has a materially adverse effect on the rights of any mortgagee, nor which substantially impairs in the reasonable opinion of the Declarant, the benefits of this Declaration to any Owner or substantially increases the obligations imposed by this Declaration on any Owner. Declarant further reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Declarant without the approval of

any other person or entity, which amendment shall be fully effective in accordance with its terms:

(i) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Declaration; or

(ii) to insert such provisions clarifying matters or questions arising under this Declaration as are necessary or desirable and are not contrary to or inconsistent with this Declaration as theretofore in effect; or

(iii) to amend or modify this Declaration in any manner which in the reasonable opinion of the Declarant does not adversely affect in any material respect the rights of any Mortgagee or Owner, nor which substantially impairs the benefits of this Declaration to any Owner or substantially increases the obligations imposed by this Declaration on any Owner.

Section 13.3. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including attorney's fees and paraprofessional fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 13.4. Easements for Utilities. There is hereby reserved to the Association blanket easements upon, across, above, and under all property within the Development for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Development or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone, cable television, and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association might decide to have installed to serve the Development. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables, and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific

license or easement by separate recordable document, the Board shall have the right to grant such easement.

Section 13.5. Construction and Sale. Notwithstanding any provisions contained in the Declaration to the contrary, so long as Declarant owns any Lots, it shall be expressly permissible for Declarant, free of any and all charges therefor, to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such residences, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences owned by the Declarant as models and sales offices. This Section may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Section 13.5 shall terminate upon the earlier of (a) twenty-five (25) years from the date this Declaration is recorded or (b) upon the Declarant's recording a written statement that all sales activity has ceased.

Section 13.6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 13.7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable. If any of the provisions hereof shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the provisions hereof.

Section 13.8. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 13.9. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now-living descendants of Elizabeth, Queen of England.

ARTICLE XIV

ENFORCEMENT

Section 14.1. In General. Any party to whose benefit the restrictions herein contained inure, including Declarant and the Association, may proceed at law or in equity to prevent the occurrence or continuation of any violation of this Declaration at the sole cost and expense of the party violating this Declaration (which cost and expense shall become a lien on the violating Owner's Lot subject to foreclosure in the manner provided in Article X), but neither Declarant nor Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any provision of this Declaration.

Section 14.2. Government Enforcement. The Department of Metropolitan Development of Marion County, Indiana, its successors and assigns, shall have no right, power, or authority, to enforce any covenants, commitments, restrictions, or other limitations contained herein other than those covenants, commitments, restrictions, or limitations that expressly run in favor of the Department of Metropolitan Development of Marion County, Indiana.

Section 14.3. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of the provisions of this Declaration shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of this Declaration.

ARTICLE XV

PRIVATE AMENITIES AND SERVICES

Section 15.1. Private Amenities and Services. The Drainage System, Streets, and other elements comprising the Common Area shall be owned and maintained by the Association so long as this Declaration remains in force. In the event of any termination of this Declaration and/or liquidation, dissolution or winding up of the affairs of the Association, the Association shall, after paying or making provision for the payment of all the liabilities of the Association, distribute all the assets of the Association exclusively for the purposes of the Association in such manner, or to such organization or organizations as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed by the Judge of the Circuit Court of Marion County, Indiana, exclusively for such purposes or to such organization or organizations, as such Court shall determine, which are organized and operated exclusively for such purpose.

ARTICLE XVI

LIMITATION ON DECLARANT'S LIABILITY

Section 16.1. Limitation on Declarant's Liability. Notwithstanding anything to the contrary herein, it is expressly agreed, and each Owner, by accepting title to a Lot and becoming an Owner acknowledges and agrees that neither Declarant (including without limitation any assignee of the interest of Declarant hereunder) nor any director, officer or shareholder of Declarant (or any partner, officer, director or shareholder in any such assignee) shall have any personal liability to the Association, or any Owner, Member or other Person, arising under, in connection with, or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration or the Association. If any judgment is ever levied against Declarant (or its assignee), the same is hereby agreed to be limited to the extent of Declarant's (or such assignee's) interest in the Development; and, in the event of a judgment no execution or other action shall be sought or brought thereon against any other assets, nor be a lien upon any other assets of Declarant (or its assignee).

ARTICLE XVII

ADDITIONAL EASEMENTS AND RESTRICTIONS

Section 17.1. Easements. Lots are subject to perpetual non-exclusive drainage easements, utility easements, resident access easements, island easements, and landscape easements either separately or in combination, as shown on the Plats and Plans, which are reserved for the use of the Declarant, Association, Lot Owners, public utility companies and governmental agencies as follows and which are all subject to such rules and regulations as the Board may promulgate:

(a) Drainage Easements (D.E.) - Are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, including stormwater retention or detention areas, to serve the needs of a Community or the Development and adjoining ground and/or public drainage systems; and it shall be the individual responsibility of the Lot Owner to maintain the drainage across his own Lot. Under no circumstances shall said easement be blocked in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage or by Declarant. No permanent structures shall be constructed within any such easement areas except as may be approved by Declarant.

(b) Utility Easements (U.E.) - Are created (i) for the use of the local governmental agency having jurisdiction over the sanitary waste disposal system of said city and/or county designated to serve a Community or the Development for the purposes of installation and maintenance of sewers that are part of said system, and (ii) for the use of public utility companies, not including transportation companies, for the installation of pipes, mains, ducts, communication lines (which shall include cable T.V.), and such other further public service the

Declarant may deem necessary. Each Owner of a Lot must connect with any public sanitary sewer available. No permanent structures shall be constructed within any such easement areas except as may be approved by Declarant.

(c) Resident Access Easements (R.A.E.) -- Are created to provide either natural surface or hard surface paths, trails or walkways for the use of all Owners of Lots in the Development for their use in walking, strolling, jogging or running thereon. Under no circumstances shall said easements be blocked in any manner. No permanent structures shall be constructed within any such easement areas except as may be approved by Declarant.

(d) Island Easements (I.E.) -- Are created to provide island areas in public and/or private streets for the use of the Declarant and the Association in landscaping and maintaining said landscaping to enhance the overall appearance, value and desirability of the Development. It shall be the responsibility of the Association to maintain such easement areas. Under no circumstances shall the easement be blocked in any manner. No permanent structures shall be constructed within any such easement areas except as may be approved by Declarant. These easement areas shall be subject to all rules and regulations of the Indianapolis Department of Transportation and any other municipal or other applicable governmental office or agency.

(e) Landscape Easements (L.S.E.) -- Are created to provide areas for the use of the Declarant and the Association in landscaping and maintaining said landscaping to enhance the overall appearance, value and desirability of the Development. It shall be the responsibility of the Association to maintain such easements. Under no circumstances shall the easement be blocked in any manner. No permanent structures shall be constructed within any such easement areas except as may be approved by Declarant.

(f) Other Easements -- Are created to the extent and for the purposes specified in any Supplemental Declaration in which any such easements are set forth.

Section 17.2. Floodway Restrictions. No structures may be built on that portion of any Lots which lie within a floodway or flood plain. Any landscaping or other improvements made to any such part of the Lots, and any alterations thereon, shall be subject not only to approval of the Declarant (or the Association), but also to the prior approval of the Indiana Department of Natural Resources, its successors and assigns, and all other governmental agencies having jurisdiction thereof.

Section 17.3. Common Areas. Those areas designated as "Common Area" on any Plats and Plans are hereby declared to be Common Area. The Common Area is hereby reserved for the use of the Declarant during the development period, for the use of the Association after the development period, and for the use and enjoyment of all the Lot Owners subject to the limitations contained herein, and further subject to the right of the Association to promulgate reasonable rules and regulations governing such use and enjoyment. Each Lot Owner shall be responsible for mowing and maintaining any Common Area located directly between his Lot line and any lake unless and until the Association shall have elected to take over such maintenance.

There shall be absolutely no swimming or boating in any lakes, nor any other use of any such lakes, except as may be permitted by Supplemental Declaration. The Owners of Lots in the Development shall take and hold title to the Lots subject to the rights herein granted with respect to the Common Area.

Section 17.4. Lot Access. All Lots within the Development shall be accessed from the interior streets of the Community.

Section 17.5. Construction Procedure. During construction of any Community, reasonable care shall be taken by the builders of the Lots therein to protect all public and private streets from decomposition due to construction. During construction, sites shall be kept as clean as possible to avoid blowing trash and to prevent mud from coming onto other portions of the Development or adjoining properties. Builders shall keep streets reasonably clean and free of dirt/mud and debris during construction periods and neither the Declarant nor the Association shall have responsibility or liability for the streets during construction.

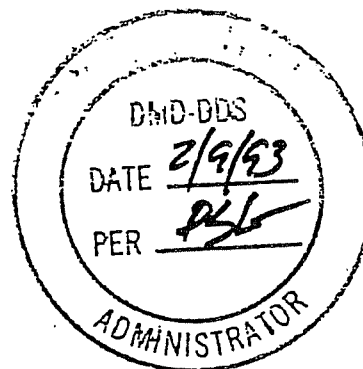
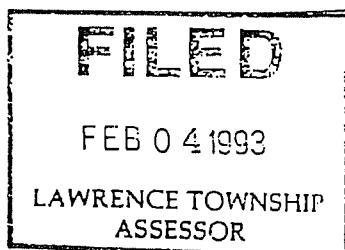
Section 17.6. Streets. The streets as shown on the Plats and Plans for any Community are hereby dedicated to the public unless otherwise expressly indicated in the Supplemental Declaration for such Community.

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

SCM KENSINGTON CORP.

By: _____

Sol C. Miller, President



STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Sol C. Miller, the President of SCM Kensington Corp., and acknowledged the execution of the foregoing Declaration of Covenants, Conditions, Easements, and Restrictions of Kensington Farms as such officer acting for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 4th day of February, 1993.

Jacqueline M. Pike
Notary Public (Signature)
Jacqueline M. Pike
(Printed Name)

My Commission Expires:
2-25-95

County of Residence:
Marion

This instrument was prepared by Mark D. Grant, Esq., ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN 46282; Telephone: (317) 236-2100.

LAND DESCRIPTION
KENSINGTON FARMS - TAKEDOWN I

TAKEDOWN I - PART A

Part of the Southeast Quarter of Section 32, Township 17 North, Range 5 East of the Second Principal Meridian in Lawrence Township, Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Southeast Quarter; thence South 89°13'43" West along the North line thereof 1332.87 feet; thence South 00°03'05" East 928.66 feet; thence South 88°50'07" West 493.33 feet to the POINT OF BEGINNING; thence South 01°09'53" East 413.59 feet; thence South 11°42'19" West 67.34 feet; thence South 01°09'53" East 70.76 feet; thence South 88°50'07" West 186.46 feet; thence South 04°01'38" East 149.42 feet; thence South 01°09'53" East 75.00 feet; thence South 46°09'53" East 21.21 feet; thence South 01°09'53" East 60.00 feet; thence South 88°50'07" West 456.45 feet; thence South 49°55'40" West 37.90 feet; thence North 78°58'46" West 50.64 feet; thence North 11°01'14" East 882.23 feet; thence North 88°50'07" East 528.22 feet to the POINT OF BEGINNING; containing 10.757 acres, more or less.

TAKEDOWN I - PART B

Part of the Northeast Quarter of Section 4, Township 16 North, Range 5 West of the Second Principal Meridian, and part of the South half of Section 32, Township 17 North, Range 5 East of the Second Principal Meridian, all in Lawrence Township, Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 32; thence South 89°13'43" West along the North line thereof 1332.87 feet; thence South 00°03'05" East 928.66 feet; thence North 88°50'07" East 546.22 feet; thence South 00°02'28" East 260.03 feet to the POINT OF BEGINNING; thence North 88°41'01" East 150.01 feet; thence South 00°02'28" East 164.81 feet; thence North 89°46'33" East 636.52 feet; thence South 00°02'28" East 577.08 feet; thence North 88°57'32" East 838.32 feet to the centerline of Sunnyside Road; thence South 09°34'35" East along said centerline 189.51 feet; thence South 83°09'04" West 100.00 feet; thence South 41°32'04" West 75.00 feet; thence North 84°11'56" West 53.00 feet; thence South 52°24'04" West 140.00 feet; thence South 06°55'14" West 200.00 feet; thence South 01°16'46" East 166.00 feet; thence South 60°27'52" West 65.05 feet; thence North 89°44'24" West 232.79 feet; thence North 01°16'46" West 38.06 feet; thence South 89°13'37" West 448.86 feet; thence South 00°46'23" East 33.23 feet; thence South 89°08'18" West 340.00 feet; thence South 00°46'23" East 194.99 feet; thence South 89°13'37" West 80.00 feet; thence South 00°46'23" East 286.09 feet; thence South 45°36'05" West 101.78 feet; thence South 89°13'37" West 969.48 feet; thence North 00°46'23" West 175.00 feet; thence North 89°13'37" East 101.08 feet; thence North 00°46'23" West 125.00 feet; thence North 89°13'37" East 222.87 feet; thence North 45°00'00" East 331.62 feet; thence North 00°46'32" West 40.00 feet; thence South 89°13'37" West 324.72 feet; thence North 00°46'23" West 175.00 feet; thence North 89°13'37" East 20.55 feet; thence North 00°46'23" West 125.00 feet; thence North 89°13'37" East 389.83 feet; thence North 65°50'58" East 25.69 feet; thence North 28°47'07" East 634.64 feet; thence North 00°13'27" West 236.38 feet to a non-tangent curve concave Northeasterly, having a radius of 200.00 feet and a central angle of 26°58'58"; thence Northwesterly along said curve an arc distance of 94.19 feet (said arc being subtended by a chord which bears North 53°27'18" West, 93.32 feet) to a point of reverse curvature with a curve concave Southerly, having a radius of 15.00 feet and a central angle of 89°01'39"; thence Northwesterly, Westerly, and Southwesterly along said curve an arc distance of 23.31 feet (said arc being subtended by a chord which bears North 84°28'39" West 21.03 feet) to a point of reverse curvature with a curve concave Southeasterly, having a radius of 200.00 feet and a central angle of 10°20'53"; thence Southwesterly along said curve an arc distance of 36.12 feet (said arc being subtended by a chord which bears South 45°50'05" West, 36.07 feet) to a non-tangent line; thence North 49°20'21" West 50.00 feet; thence North 73°08'05" West 152.12 feet; thence North 20°38'06" East 17.38 feet; thence North 34°27'30" East 133.35 feet; thence North 39°35'44" West 13.45 feet; thence North 50°24'16" East 180.70 feet; thence South 00°02'28" East 20.03 feet to the POINT OF BEGINNING; containing 50.532 acres, more or less.

Containing in Part A and Part B a total of 61.289 acres, more or less.

EXHIBIT B

Land being part of the North Half of Section 4, Township 16 North, Range 5 East, part of the South Half of Section 32, Township 17 North, Range 5 East, and part of the Southwest Quarter of Section 33, Township 17 North, Range 5 East, all in Marion County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of the East Half of the Northwest Quarter of said Section 4; thence North 00°45'42" West (assumed bearing), on the West line of said East Half, 2261.83 feet to the Northwest corner of said East Half; thence South 89°08'18" West, on the South line of the East Half of the Southwest Quarter of said Section 32, a distance of 934.44 feet to the Southwest corner of said East Half; thence North 00°51'13" West, on the West line of said East Half, 740.17 feet to a point in an existing fence line; thence North 88°36'05" East, along said fence line, a distance of 523.81 feet; thence North 00°51'13" West, parallel with said West line, distance of 667.20 feet; thence North 89°08'18" East, parallel with the South line of said Half-Quarter Section, a distance of 160.85 feet; thence South 00°51'13" East, parallel with the West line of said Half-Quarter Section, a distance of 272.95 feet; thence North 88°47'02" East, along an existing fence line, a distance of 333.55 feet to the West line of a 20-rod strip off the East side of said Half-Quarter Section; thence North 00°03'43" West, on said West line 1494.33 feet to the North line of said East Half; thence North 89°18'11" East, on said North line, 330.00 feet to the center of said Section 32; thence North 89°13'43" East, on the North line of the Southeast Quarter of said Section 32, a distance of 1332.87 feet to the Northeast corner of the West Half of said Southeast Quarter; thence South 00°03'05" East, on the East line of said West Half, 928.66 feet to the centerline of 63rd Street; thence North 88°50'07" East, on said centerline, 546.22 feet to the Northwest corner of land described in a deed to Jeffrey and Cheryl Papalko, recorded as Instrument No. 80-78504 in the Office of the Recorder of Marion County, Indiana; thence South 00°02'28" East, parallel with the East line of said Southeast Quarter, a distance of 260.03 feet to an existing fence line; thence North 88°41'01" East, along said fence line, a distance of 150.01 feet; thence South 00°02'28" East, parallel with said East line, a distance of 164.81 feet; thence North 89°46'33" East 636.51 feet to the East line of said Southeast Quarter; thence South 00°02'28" East, on said East line, 187.09 feet; thence North 88°57'32" East 535.20 feet; thence South 00°56'32" West 201.00 feet; thence North 88°57'32" East 125.46 feet to an existing fence line; thence South 74°32'03" East, along said fence line, a distance of 66.72 feet to a fence corner; thence North 19°06'07" East, along said fence line, a distance of 20.19 feet; thence North 88°57'32" East 103.85 feet to the centerline of Sunnyside Road; thence South 01°37'33" East on said centerline, 181.01 feet; thence South 09°34'36" East, on said centerline, 197.66 feet; thence South 83°09'04" West 100.00 feet; thence South 41°32'04" West 75.00 feet; thence North 84°11'56" West 53.00 feet; thence South 52°24'04" West 140.00 feet; thence South 06°55'14" West 200.00 feet; thence South 01°16'46" East 166.00 feet to the North line of the Northeast Quarter of said Section 4; thence North 88°24'14" East, on said North line, 273.45 feet; thence South 00°45'23" East 109.52 feet to the Northerly right-of-way line of the abandoned Indiana Union Traction Company; thence South 55°43'26" West, on said Northerly right-of-way, 545.88 feet; thence South 88°24'14" West, parallel with the North line of said Northeast Quarter of Section 4, a distance of 351.34 feet to an angle point; thence South 89°08'18" West, parallel with said North line, a distance of 431.38 feet to an existing fence line; thence South 01°19'11" East, along said fence line, a distance of 548.52 feet to the Northerly right-of-way of the Conrail Railroad (formerly the C.C.C. and St. Louis Railroad); thence South 55°43'26" West, on said Northerly right-of-way, 2385.35 feet to the South line of the East Half of the Northwest Quarter of said Section 4; thence South 89°32'05" West on said South line, 651.31 feet to the Point of Beginning, containing 301.963 acres, more or less.

ALSO, part of the Northeast Quarter of Section 4, Township 16 North, Range 5 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter Section; thence South 00°45'23" East (assumed bearing) on the East line of said Quarter Section, 230.05 feet to the Point of Beginning of the herein described real estate; thence continuing South 00°45'23" East, on the East line thereof, 174.24 feet; thence South 88°24'14" West, parallel with the North line of said Northeast Quarter Section 269.03 feet to the Southeasterly right-of-way of the C.C.C. and St. Louis Railroad; thence North 55°43'26" East, on said right-of-way, 322.66 feet to the Point of Beginning, containing 0.538 acres, more or less .

LESS AND EXCEPT, part of the Southeast Quarter of Section 32, Township 17 North, Range 5 East of the Second Principal Meridian in Lawrence Township, Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Southeast Quarter; thence South 89°13'43" West along the North line thereof 1332.87 feet; thence South 00°03'05" East 928.66 feet; thence South 88°50'07" West 493.33 feet to the POINT OF BEGINNING; thence South 01°09'53" East 413.59 feet; thence South 11°42'19" West 67.34 feet; thence South 01°09'53" East 70.76 feet; thence South 88°50'07" West 186.46 feet; thence South 04°01'38" East 149.42 feet; thence South 01°09'53" East 75.00 feet; thence South 46°09'53" East 21.21 feet; thence South 01°09'53" East 60.00 feet; thence South 88°50'07" West 456.45 feet; thence South 49°55'40" West 37.90 feet; thence North 78°58'46" West 50.64 feet; thence North 11°01'14" East 882.23 feet; thence North 88°50'07" East 528.22 feet to the POINT OF BEGINNING; containing 10.757 acres, more or less.

LESS AND EXCEPT, part of the Northeast Quarter of Section 4, Township 16 North, Range 5 West of the Second Principal Meridian, and part of the South half of Section 32, Township 17 North, Range 5 East of the Second Principal Meridian, all in Lawrence Township, Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 32; thence South 89°13'43" West along the North line thereof 1332.87 feet; thence South 00°03'05" East 928.66 feet; thence North 88°50'07" East 546.22 feet; thence South 00°02'28" East 260.03 feet to the POINT OF BEGINNING; thence North 88°41'01" East 150.01 feet; thence South 00°02'28" East 164.81 feet; thence North 89°46'33" East 636.52 feet; thence South 00°02'28" East 577.08 feet; thence North 88°57'32" East 838.32 feet to the centerline of Sunnyside Road; thence South 09°34'35" East along said centerline 189.51 feet; thence South 83°09'04" West 100.00 feet; thence South 41°32'04" West 75.00 feet; thence North 84°11'56" West 53.00 feet; thence South 52°24'04" West 140.00 feet; thence South 06°55'14" West 200.00 feet; thence South 01°16'46" East 166.00 feet; thence South 60°27'52" West 65.05 feet; thence North 89°44'24" West 232.79 feet; thence North 01°16'46" West 38.06 feet; thence South 89°13'37" West 448.86 feet; thence South 00°46'23" East 33.23 feet; thence South 89°08'18" West 340.00 feet; thence South 00°46'23" East 194.99 feet; thence South 89°13'37" West 80.00 feet; thence South 00°46'23" East 286.09 feet; thence South 45°36'05" West 101.78 feet; thence South 89°13'37" West 969.48 feet; thence North 00°46'23" West 175.00 feet; thence North 89°13'37" East 101.08 feet; thence North 00°46'23" West 125.00 feet; thence North 89°13'37" East 222.87 feet; thence North 45°00'00" East 331.62 feet; thence North 00°46'32" West 40.00 feet; thence South 89°13'37" West 324.72 feet; thence North 00°46'23" West 175.00 feet; thence North 89°13'37" East 20.55 feet; thence North 00°46'23" West 125.00 feet; thence North 89°13'37" East 389.83 feet; thence North 65°50'58" East 25.69 feet; thence North 28°47'07" East 634.64 feet; thence North 00°13'27" West 236.38 feet to a non-tangent curve concave Northeasterly, having a radius of 200.00 feet and a central angle of 26°58'58"; thence Northwesterly along said curve an arc distance of 94.19 feet (said arc being subtended by a chord which bears North 53°27'18" West, 93.32 feet) to a point of reverse curvature with a curve concave Southerly, having a radius of 15.00 feet and a central angle of 89°01'39"; thence Northwesterly, Westerly, and Southwesterly along said curve an arc distance of 23.31 feet (said arc being subtended by a chord which bears North 84°28'39" West

21.03 feet) to a point of reverse curvature with a curve concave Southeasterly, having a radius of 200.00 feet and a central angle of $10^{\circ}20'53''$; thence Southwesterly along said curve an arc distance of 36.12 feet (said arc being subtended by a chord which bears South $45^{\circ}50'05''$ West, 36.07 feet) to a non-tangent line; thence North $49^{\circ}20'21''$ West 50.00 feet; thence North $73^{\circ}08'05''$ West 152.12 feet; thence North $20^{\circ}38'06''$ East 17.38 feet; thence North $34^{\circ}27'30''$ East 133.35 feet; thence North $39^{\circ}35'44''$ West 13.45 feet; thence North $50^{\circ}24'16''$ East 180.70 feet; thence South $00^{\circ}02'28''$ East 20.03 feet to the POINT OF BEGINNING; containing 50.532 acres, more or less.

Containing in the above-referenced exceptions a total of 61.289 acres, more or less.