

FIRST SUPPLEMENT TO DECLARATION
OF COVENANTS, CONDITIONS, COMMITMENTS, RESTRICTIONS, EASEMENTS
AND ASSESSMENTS OF WYNBROOKE SUBDIVISION, DANVILLE, INDIANA
(Sections III and IV)

This First Supplement ("Supplement") made as of the 8th day of April, 1999, by Cedar Run Limited, Inc., an Indiana corporation ("Declarant" or "Developer") and joined into by Davis Homes, LLC, an Indiana limited liability company ("Davis"),

PC 2 sl 82 p. 2

WITNESSETH THAT:

Whereas, Davis is the owner of certain real estate, comprised of approximately 3.82 acres, more particularly described on Exhibit "A" attached hereto and made a part hereof, to be known as Wynbrooke Subdivision, Section III ("Section III") and certain real estate, comprised of approximately 22.37 acres, more particularly described on Exhibit "B" attached hereto and made a part hereof, to be known as Wynbrooke Subdivision, Section IV ("Section IV").

Whereas, Section III and Section IV (collectively, the "Property") are a part of that certain real estate comprised of approximately 30.014 acres, heretofore referred to as Phase I, conveyed by Developer to Davis by deed dated September 29, 1998, recorded as Instrument No. 9800028200, Vol. 84, Pgs. 136-142, in the Office of the Recorder of Hendricks County, Indiana (the "Office of the Recorder")

Whereas, Developer executed that certain Declaration of Covenants, Conditions, Commitments, Restrictions, Easements and Assessments of Wynbrooke Subdivision, Section I, on September 4, 1997, and recorded the same on January 28, 1998, as Instrument No. 98-00002010, Vol. 41, Pgs. 1563-1587 (the "Declaration") in the Office of the Recorder.

Whereas, Developer and Davis desire to add and subject the Property to the terms and provisions of the Declaration, subject, however, to the terms of this Supplement.

Now, Therefore, for and in consideration of the foregoing premises, each of which are incorporated herein by reference and made a part hereof, one dollar (\$1.00) and other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Declarant and Davis declare the following:

1. Definitions. Terms used in this Supplement, not otherwise defined in this Supplement, shall have the meanings ascribed to them in the Declaration with the effect that, among other things, the Property shall hereafter for all purposes be included in the definition of the "Real Estate" as such term is used herein and in the Declaration; provided, however, that reference in the Declaration to:

1.1 the "Plat", with respect to the Property only, shall mean the Final Plat for the Property, recorded or to be recorded by Davis in the Office of the Recorder (the "the Property Plat"),

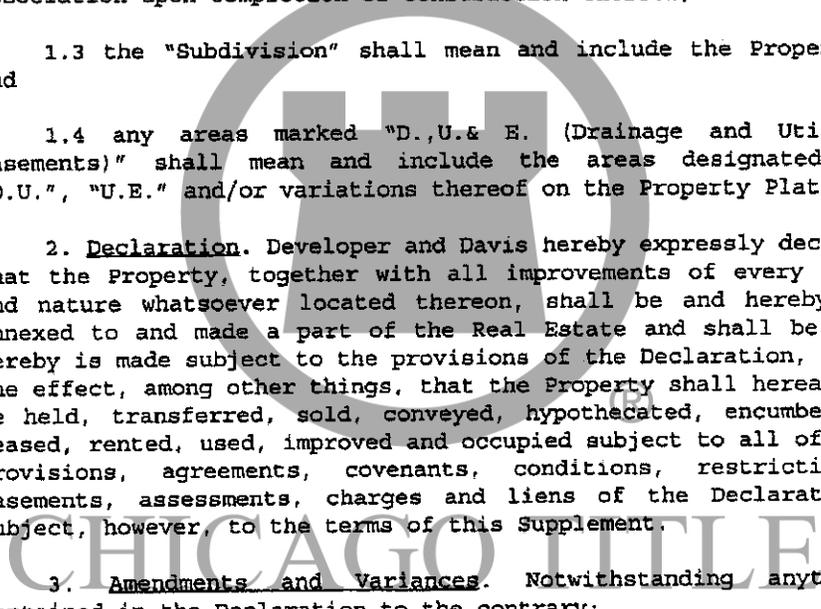
1.2 any "Common Area" and/or "Common Property" shall mean and include all "Common Area(s)" designated as such in the Property Plat, each of which shall be conveyed by Davis to the Association upon completion of construction thereof,

1.3 the "Subdivision" shall mean and include the Property, and

1.4 any areas marked "D.,U.& E. (Drainage and Utility Easements)" shall mean and include the areas designated as "D.U.", "U.E." and/or variations thereof on the Property Plat.

2. Declaration. Developer and Davis hereby expressly declare that the Property, together with all improvements of every kind and nature whatsoever located thereon, shall be and hereby is annexed to and made a part of the Real Estate and shall be and hereby is made subject to the provisions of the Declaration, with the effect, among other things, that the Property shall hereafter be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to all of the provisions, agreements, covenants, conditions, restrictions, easements, assessments, charges and liens of the Declaration, subject, however, to the terms of this Supplement.

3. Amendments and Variances. Notwithstanding anything contained in the Declaration to the contrary:



3.1 so long as Davis owns any of the Real Estate, neither the Declaration, this Supplement nor the organizational or similar documents governing the Association (collectively, the "Subdivision Documents") shall be amended without the prior written consent of Davis, which consent shall not unreasonably be withheld.

3.2 Developer and the Association shall duly execute and make such amendments to the Subdivision Documents and take such further actions as may reasonably be deemed necessary or appropriate by Davis with respect to the Property only, including without limitation, to bring Developer or the Subdivision Documents into compliance with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration or any other governmental agency or to induce any of such agencies to make, purchase, sell, insure or guarantee first mortgages.

3.3 so long as Davis owns any of the Real Estate, no variances from the terms of the Declaration shall be granted to the Owner of a Lot in the Property without the prior written consent of Davis.

4. Commencement of Assessments. Notwithstanding anything set forth in paragraph F of Article XVII of the Declaration to the contrary, Assessments for any Lot(s) in the Property shall not commence sooner than the first day of the first month following the month in which Davis first conveys such Lot to an initial home buyer as the first occupant of a home on such Lot. The conveyance of a Lot to an affiliate of Davis to permit such affiliate to build a home for an initial home buyer shall not constitute conveyance of a Lot for purposes of the foregoing sentence.

5. Minimum Areas and Masonry Requirements. Notwithstanding anything set forth in the Declaration to the contrary, paragraphs A.1.a and A.1.b and paragraph 2 of Article III of the Declaration shall not apply to the Property. In lieu thereof, the following minimum square feet restrictions and minimum masonry requirements shall apply to the Property:



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5.1 Parcel C and Parcel D. Lot Nos. 175 through 183, inclusive, 510 through 524, inclusive, 468 through 480, inclusive, and 554 through 561, inclusive (identified as such on the Property Plat) are, collectively, referred to herein as "Parcel D". The remaining Lot Nos. identified on the Property Plat, exclusive of Parcel D, are, collectively, referred to herein as "Parcel C".

5.2 Minimum Areas. Any Dwelling Unit erected, placed, or altered in the Property shall have the following minimum areas, exclusive of garages and open porches:

a. 1,100 and 1,000 square feet of main floor area for a one-story Dwelling Unit in Parcel C and Parcel D, respectively; or

b. 600 square feet of main floor area for a two-story Dwelling Unit in Parcel C or Parcel D, with a minimum of 1,400 and 1,200 square feet of finished living space for a two-story Dwelling Unit in Parcel C and Parcel D, respectively.

5.3 Front Masonry Lots. For Lot Nos. 61 through 70, inclusive, and 320 through 345, inclusive, and Lot 371 (identified as such on the Property Plat) and only such Lots (the "Front Masonry Lot(s)"), the front elevation of any Dwelling Unit constructed on a Front Masonry Lot shall be thirty percent (30%) masonry of the first floor exterior wall area, exclusive of doors, windows, gables and garage doors.

5.4 Front Masonry Lots-Minimum Number of Two-Story Dwelling Units. At least seventy-five percent (75%) of the Dwelling Units constructed on the Front Masonry Lots shall be two-story Dwelling Units.

5.5 Front Masonry Lots-No Adjacent One-Story Dwelling Units. No one-story Dwelling Unit constructed on a Front Masonry Lot shall be constructed immediately adjacent to the side yard of another one-story Dwelling Unit constructed on a Front Masonry Lot. The foregoing sentence shall not be construed to prohibit the construction of a one-story Dwelling Unit across the street from, or adjacent to the rear yard of, another one-story Dwelling Unit constructed on a Front Masonry Lot.

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5.6 Side Masonry Lots. For Lots No. 70, 188, 320, 332, 333, 345 and 371 (identified as such on the Property Plat) and only such Lots (the "Side Masonry Lot(s)") the side elevation of any Dwelling Unit constructed on a Side Masonry Lot shall be at least thirty percent (30%) masonry of the first floor exterior wall area, exclusive of doors, windows, gables and garage doors.

6. Attached Garages. Notwithstanding anything set forth in the Declaration to the contrary, paragraph 3 of Article III of the Declaration shall not apply to the Property. In lieu thereof, the following shall apply to the Property: Each single-family Dwelling Unit in Parcel C and Parcel D shall have a minimum of a two-car and one-car, respectively, attached garage.

7. Driveways and Off-Street Parking Spaces. Notwithstanding anything set forth in the Declaration to the contrary, the third and fourth sentences of paragraph 4 of Article III of the Declaration shall not apply to the Property. Consequently, driveways in the Property may be more than twenty-four (24) inches wider than the outside of the garage door or doors it serves, and a driveway may exceed in width the side boundaries of the garage door it serves. The driveway for any one-car garage Dwelling Unit located within Parcel D (as defined in paragraph 5.1 above) shall be wide enough to serve two (2) cars.

8. Time Limits on Construction. Notwithstanding anything set forth in the Declaration to the contrary, with respect to the Property only, the second sentence of paragraph 6 of Article III of the Declaration is amended and restated to read as follows: "All such structures in the Property shall be completed within one year after start of construction".

9. Maintenance of Lots During Construction. Notwithstanding anything set forth in the Declaration to the contrary, the third and fourth sentences of paragraph 7 of Article III of the Declaration shall not apply to the Property with the effect that, among other things, construction debris in the Property need not be placed in dumpsters or wire/plastic trash enclosures, and the street cleaning provisions shall not apply to the Property. However, the builder of any Dwelling Unit in the Property shall be responsible for the clean-up of any construction debris generated by such builder.

10. Fences. Notwithstanding anything set forth in the Declaration to the contrary, paragraph 9.d of Article III of the Declaration shall not apply to the Property with the effect that, among other things, fences in the Property need not be painted or stained to blend with the color of the respective houses.

10.1 Maintenance of Fences. With respect to the Property only, paragraph 9.g of Article III of the Declaration is hereby amended and restated to read as follows: "All owners in the Property shall maintain their respective fences in good condition, including, without limitation, if such fences are painted or stained, then by repainting and restaining such fences as necessary, and if such fences are metal fences, then by removing rust therefrom, and in any event, by repairing any structural defects or signs of deterioration."

10.2 Painted or Stained Fences. With respect to the Property only, no fence shall be painted or stained unless the color thereof, in the opinion of the Committee, is architecturally compatible and harmonious with the color of the Dwelling Unit located on the Lot upon which such fence is constructed and such color is approved by the Committee.

11. Landscaping. Notwithstanding anything set forth in the Declaration to the contrary, with respect to the Property only:

11.1 Paragraph 10.a of Article III of the Declaration is amended and restated to read as follows: "At least one deciduous tree in the front yard of each Lot in the Property shall be planted.";

11.2 Paragraph 10.b of Article III of the Declaration is hereby deleted with the effect that, among other things, no other trees need to be planted in the front yard of a Lot in the Property;

11.3 Paragraph 10.d of Article III of the Declaration is amended and restated to read as follows: "The yard shall be seeded and covered with straw, or seeded by an equivalent or better treatment; provided, however, that the yard of Lot Nos. 61 through 70, inclusive, 320 through 345, inclusive, and 371 (identified as such on the Property Plat) shall be sodded from

the front corner of the Dwelling Unit to the street; provided further, that the side yard of a Side Masonry Lot (as defined in paragraph 5.6 above) shall be sodded", with the effect that, among other things, no front or side yard of a Lot in the Property need be sodded except for the specific Lots referred to in this paragraph 11.3.

11.4 Any trees planted along the streets adjacent to Lot Nos. 61 through 70, inclusive, 320 through 345, inclusive, and/or 371 (identified as such on the Property Plat) and the variety of species and size thereof, shall be subject to the approval of the Committee.

12. Mailboxes. Notwithstanding anything set forth in paragraph 11 of Article III of the Declaration to the contrary, the mailboxes in the Property need not match any other mailboxes in the Subdivision; provided, however, that after a particular type of mailbox is installed to serve a Dwelling Unit in the Property, each Owner shall maintain and replace such mailbox with the same particular type of mailbox, unless a change in design and/or color is approved by the Committee.

13. Utility Lines. Notwithstanding anything set forth in the Declaration to the contrary, paragraph 23 of Article III of the Declaration shall not apply to the Property with the effect that, among other things, utility lines in the Property need not be installed under streets by jacking or boring methods and street cuts in the Property are permitted; provided, however, that utility lines in the Property shall be placed underground (excepting utility facilities that are for practical purposes required to be above ground, including, without limitations, sewer manholes, telephone pads, HVAC units, utility meters and the like).

14. Utility Meters and HVAC Units Notwithstanding anything set forth in the Declaration to the contrary, paragraph 24 of Article III of the Declaration shall not apply to the Property with the effect that, among other things, utility meters and HVAC units in the Property need not be screened; provided, however, that utility meters and HVAC units shall not be located in the front of the Dwelling Unit but may be located on the side or rear of the Dwelling Unit.

15. Notices. Notwithstanding anything set forth in the Declaration to the contrary, paragraph 25 of Article III of the Declaration shall not apply to the Property with the effect that, among other things, copies of the recorded Plat, recorded Declaration, and any other documents need not be included with any Builders Agreements for the Property and need not be presented or reviewed as stated in such paragraph 25.

16. Submittal and Approval of Plans. Notwithstanding anything set forth herein or in the Declaration to the contrary, paragraphs 10.2, 11.4, and 12 hereof and Article VI and Article VII of the Declaration shall not apply to Davis (but shall apply to an initial home buyer as the first occupant of such home, and such home buyer's, grantees, successors and assigns) with the effect that, among other things, Davis need not (but such first occupant and its grantees, successors and assigns shall), obtain the consents and approvals of plans and specifications for additions, changes and alterations and other matters referred to in paragraphs 10.2, 11.4, and 12 hereof and/or Article VI and/or Article VII of the Declaration respecting the actions and other matters referred to therein.

17. Additional the Property Development Standards. The Lots in the Property shall also be subject to the following development standards:

17.1 Minimum Lot Width at Setback Line. The minimum lot width at the setback line shall be fifty (50) feet and forty-five (45) feet for Parcel C and Parcel D, respectively, as set forth in the Property Plat.

17.2 Minimum Lot Area. The minimum lot area shall be 5,000 square feet and 4,500 square feet for Parcel C and Parcel D, respectively, as set forth in the Property Plat.

17.3 Front Yard Setback. The front yard setback for all Lots in the Property shall be twenty-five (25) feet, as set forth in the Property Plat.

17.4 Side Yard Setbacks. The minimum side yard setback line on one (1) side of each Lot in the Property shall be no less than five (5) feet; provided that the aggregate side yard setback for each such Lot shall be no less than ten (10) feet.

17.5 Rear Yard Setbacks. The rear yard setback for all Lots in the Property shall be fifteen (15) feet.

17.6 Maximum Lot Coverage. The maximum lot coverage for all Lots in the Property shall be forty percent (40%).

17.7 Minimum Floor Area (One-Story) See paragraph 5.2 above.

17.8 Minimum Floor Area (Two-Story) See paragraph 5.2 above.

17.9 Maximum Building Height. All Dwelling Units in the Property shall have a maximum building height of two stories.

17.10 Off-street Parking Spaces. All Dwelling Units in the Property shall have a minimum of two off-street parking spaces, exclusive of garages.

17.11 Concrete or Asphalt Driveways. All Dwelling Units in the Property shall be served by a concrete or asphalt driveway.

17.12 Two-Car Garages. All Dwelling Units within Parcel C shall have a minimum of two-car garages.

17.13 Accessory Buildings. No accessory buildings shall be permitted in the Property.

The provisions of this paragraph 17 restate the Project Development Standards applicable to the Property required by the Hendricks County Planning Commission. Such provisions and terms used in this paragraph 17 shall be interpreted in accordance with and have the meanings set forth in the Hendricks County Zoning Ordinance, and applicable regulations promulgated thereunder, in effect as of the date such Project Development Standards were approved for the Property by the Hendricks County Planning Commission.

18. Effect. This Supplement shall be effective as of the date hereof. All provisions of this Supplement shall be covenants running with the land and shall be binding upon, and inure to the

benefit of, Developer, Davis and any other person or entity having any right, title or interest in the Real Estate or any part thereof. Except as expressly supplemented by this Supplement, the Declaration shall continue in full force and effect without further modification.

(The next pages are the signature
and jurat pages hereto)



CHICAGO TITLE

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

Davis Homes, LLC, an Indiana limited liability company, by its sole manager

Davis Holding Corporation, an Indiana corporation

By: Ronald F. Shady, Jr.
Ronald F. Shady, Jr., Vice President

("Davis")

Cedar Run Limited, Inc., an Indiana corporation

By: Randy W. Prock
Randy W. Prock, Vice President

("Developer")

Consent and Joinder of Association

The Association consents to and joins in the execution of this Supplement to evidence the Association's agreement to be bound by the terms hereof.

Wynbrooke Homeowners' Association, an Indiana non profit corporation

By: Randy W. Prock
Randy W. Prock, Secretary/Treasurer

CHICAGO TITLE

(the next pages are the jurats hereto)

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Ronald F. Shady, Jr., Vice President of Davis Holding Corporation, who acknowledged the execution of the foregoing Supplement.

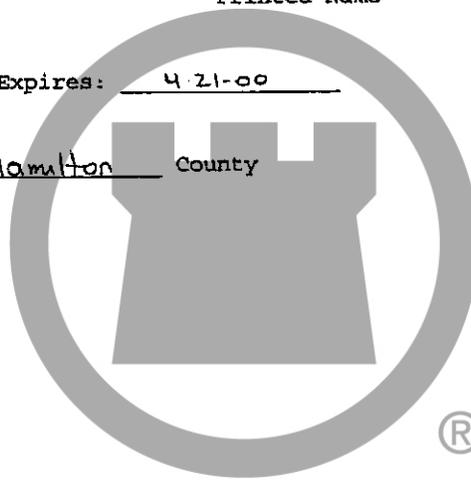
WITNESS my hand and Notarial Seal this 8th day of April, 1999.

Li Ching Wu
Notary Public

Li-Ching Wu
Printed Name

My Commission Expires: 4-21-00

Residing in Hamilton County



CHICAGO TITLE

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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Randy W. Prock, Vice President of Cedar Run Limited, Inc., and as Vice President of Wynbrooke Homeowners' Association, who acknowledged the execution of the foregoing Supplement.

WITNESS my hand and Notarial Seal this 8th day of April, 1999.

Joe E. Roach
Notary Public

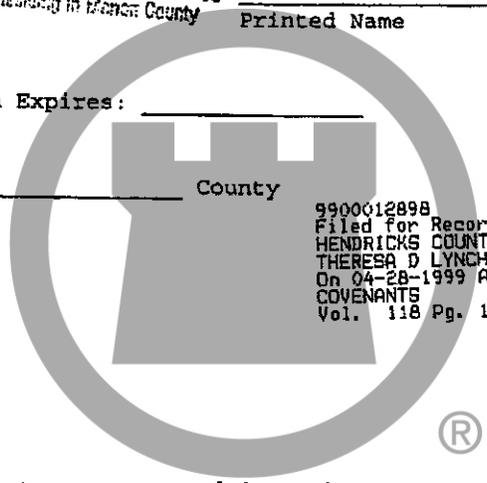


JO E. ROACH, Notary Public
My Commission Expires: 8-3-99
Residing in Marion County

Printed Name _____

My Commission Expires: _____

Residing in _____ County



9900012898
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
On 04-28-1999 At 02:52 pm.
COVENANTS 39.00
Vol. 118 Pg. 1056 - 1070

This instrument was prepared by and return recorded instrument to: Ronald F. Shady, Jr., Vice President, Davis Holding Corporation, 3755 East 82nd Street, Suite 120, Indianapolis, Indiana 46240 (317)595-2807

CHICAGO TITLE

Exhibit "A"

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LAND DESCRIPTION

A part of the Southeast Quarter and a part of the Southwest Quarter all in Section 28, Township 16 North, Range 2 East of the Second Principal Meridian in Washington Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Southeast Quarter Section; thence South 89 degrees 38 minutes 00 seconds East (the basis of bearings were taken from the Final Plat of Wymbrooks Section II, a subdivision in Hendricks County, Indiana, as per the plat thereof recorded as Instrument Number 9900008038 in Plat Cabinet 2, Slide 70, Page 2 in the Office of the Recorder of said County) along the South line of said Southeast Quarter Section 102.87 feet; thence North 00 degrees 24 minutes 00 seconds East perpendicular to said South line 1008.84 feet to a point on the North boundary line of the above referenced subdivision, said point also being the POINT OF BEGINNING of this description (the following four (4) described courses being along said North boundary line); (1) North 89 degrees 38 minutes 24 seconds West 192.30 feet to the point of curvature of a curve concave Southerly having a central angle of 68 degrees 58 minutes 39 seconds and a radius of 80.00 feet; (2) Westerly along said curve an arc length of 59.83 feet (said curve being subtended by a chord having a bearing of South 81 degrees 56 minutes 17 seconds West and a length of 57.21 feet) to the point of reverse curvature of a curve concave Northeasterly having a central angle of 158 degrees 18 minutes 51 seconds and a radius of 60.00 feet; (3) Westerly, Northwesterly and Northerly along said curve an arc length of 138.41 feet (said curve being subtended by a chord having a bearing of North 68 degrees 23 minutes 38 seconds West and a length of 97.87 feet); (4) North 80 degrees 14 minutes 12 seconds West 124.56 feet; thence North 07 degrees 44 minutes 58 seconds West 92.62 feet; thence North 00 degrees 48 minutes 21 seconds East 29.99 feet; thence South 89 degrees 38 minutes 24 seconds East 429.71 feet; thence South 84 degrees 14 minutes 26 seconds East 71.34 feet; thence South 78 degrees 18 minutes 51 seconds East 117.88 feet; thence North 18 degrees 24 minutes 50 seconds East 20.00 feet; thence South 73 degrees 36 minutes 10 seconds East 392.80 feet; thence South 18 degrees 32 minutes 03 seconds West 248.22 feet to a point on said North boundary line of said subdivision, said point also being a point on a curve concave Northeasterly having a central angle of 13 degrees 44 minutes 08 seconds and a radius of 206.00 feet (the following six (6) described courses being along said North boundary line); (1) Northerly along said curve an arc length of 49.14 feet (said curve being subtended by a chord having a bearing of North 33 degrees 21 minutes 48 seconds West and a length of 48.02 feet); (2) South 83 degrees 30 minutes 13 seconds West 60.00 feet to a point on a curve concave Northeasterly having a central angle of 18 degrees 11 minutes 26 seconds and a radius of 265.00 feet; (3) Northerly along said curve an arc length of 80.98 feet (said curve being subtended by a chord having a bearing of North 17 degrees 24 minutes 04 seconds West and a length of 80.62 feet) to the point of reverse curvature of a curve concave Southwesterly having a central angle of 85 degrees 18 minutes 49 seconds and a radius of 20.00 feet; (4) Northerly along said curve an arc length of 22.79 feet (said curve being subtended by a chord having a bearing of North 40 degrees 58 minutes 46 seconds West and a length of 21.67 feet); (5) North 73 degrees 36 minutes 10 seconds West 288.70 feet to the point of curvature of a curve concave Southerly having a central angle of 16 degrees 01 minutes 13 seconds and a radius of 476.00 feet; (6) Northwesterly along said curve an arc length of 132.81 feet (said curve being subtended by a chord having a bearing of North 81 degrees 36 minutes 47 seconds West and a length of 132.38 feet) to the POINT OF BEGINNING, containing 3.77 acres, more or less subject to all restrictions, easements and legal right-of-ways of record.

Exhibit "B"

LAND DESCRIPTION

A part of the Southeast Quarter of Section 29, Township 16 North, Range 2 East of the Second Principal Meridian in Washington Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Section; thence South 89 degrees 31 minutes 27 seconds East (assumed bearing) along the North line of said Quarter Section 303.89 feet to the POINT OF BEGINNING of this description; thence continuing South 89 degrees 31 minutes 27 seconds East along said North line 94.34 feet; thence South 73 degrees 35 minutes 11 seconds East 732.30 feet; thence South 16 degrees 32 minutes 03 seconds West 1500.01 feet; thence North 73 degrees 35 minutes 10 seconds West 392.80 feet; thence South 16 degrees 24 minutes 50 seconds West 20.00 feet; thence North 76 degrees 16 minutes 51 seconds West 117.68 feet; thence North 08 degrees 46 minutes 43 seconds East 149.99 feet to a point on a curve concave Southerly with a central angle of 01 degrees 14 minutes 52 seconds and a radius of 775.00 feet; thence Easterly along said curve an arc length of 16.88 feet (said curve being subtended by a chord having a bearing of South 80 degrees 35 minutes 51 seconds East and a length of 16.88 feet); thence North 10 degrees 01 minutes 35 seconds East 100.01 feet; thence South 78 degrees 53 minutes 02 seconds East 15.58 feet; thence North 11 degrees 02 minutes 47 seconds East 150.15 feet to a point on a curve concave Southerly with a central angle of 00 degrees 21 minutes 20 seconds and a radius of 1025.00 feet; thence Easterly along said curve an arc length of 6.36 feet (said curve being subtended by a chord having a bearing of South 78 degrees 46 minutes 33 seconds East and a length of 6.36 feet); thence North 11 degrees 24 minutes 07 seconds East 100.01 feet; thence South 77 degrees 39 minutes 46 seconds East 13.62 feet; thence North 12 degrees 05 minutes 45 seconds East 150.13 feet to a point on a curve concave Southerly with a central angle of 00 degrees 32 minutes 32 seconds and a radius of 1275.00 feet; thence Easterly along said curve an arc length of 12.07 feet (said curve being subtended by a chord having a bearing of South 77 degrees 37 minutes 59 seconds East and a length of 12.07 feet); thence North 12 degrees 38 minutes 17 seconds East 99.21 feet; thence North 78 degrees 34 minutes 23 seconds West 84.06 feet; thence North 82 degrees 51 minutes 55 seconds West 96.18 feet; thence North 05 degrees 07 minutes 30 seconds East 100.00 feet to a point on a curve concave Southerly with a central angle of 00 degrees 31 minutes 07 seconds and a radius of 1475.00 feet; thence Easterly along said curve an arc length of 13.35 feet (said curve being subtended by a chord having a bearing of North 85 degrees 08 minutes 03 seconds West and a length of 13.35 feet); thence North 04 degrees 36 minutes 23 seconds East 149.82 feet; thence South 84 degrees 42 minutes 39 seconds East 33.65 feet; thence North 05 degrees 47 minutes 34 seconds East 100.23 feet to a point on a curve concave Southerly with a central angle of 00 degrees 26 minutes 58 seconds and a radius of 1725.00 feet; thence Westerly along said curve an arc length of 13.53 feet (said curve being subtended by a chord having a bearing of North 84 degrees 25 minutes 55 seconds West and a length of 13.53 feet); thence North 05 degrees 20 minutes 36 seconds East 149.87 feet; thence South 84 degrees 43 minutes 58 seconds East 19.82 feet; thence North 05 degrees 56 minutes 56 seconds East 100.00 feet to a point on a curve concave Southerly with a central angle of 00 degrees 01 minutes 48 seconds and a radius of 1975.00 feet; thence Westerly along said curve an arc length of 1.03 feet (said curve being subtended by a chord having a bearing of North 84 degrees 03 minutes 58 seconds West and a length of 1.03 feet); thence North 05 degrees 55 minutes 08 seconds East 180.14 feet to the POINT OF BEGINNING, containing 22.37 acres, more or less subject to all restrictions, easements and legal right-of-ways of record.

CHICAGO TITLE



BENCHMARK CONSULTING, INC.

BENCHMARK BUILDING at SUGAR BUSH
20 East Airport Road, Suite 100 - Brownsburg, Indiana 46112
(317) 852-5499 • FAX 852-0617

B.C.I. 98-05-136-DT
SEPTEMBER 8, 1999

WYNEBROOKE SECTION IV

199900026803
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
On 09-13-1999 At 09:59 am.
CERT CORREC \$1.00
OR Book 141 Page 573 - 57

"PIPELINE EASEMENT" as depicted across lots 175 through 188 Inclusive and COMMON AREA "I" shall be corrected to read "HIGH PRESSURE LIQUID PETROLEUM PIPELINE EASEMENT".

ALSO, the above mentioned "HIGH PRESSURE LIQUID PETROLEUM PIPELINE EASEMENT" shall be encumbered by the following "PROHIBITED IMPROVEMENTS" as defined by the "AMENDMENT TO PIPELINE EASEMENT" as executed by the developer of Wynbrooke Subdivision, Section IV:

Developer agrees not to construct any fences, pools, ponds, decks, landscaping on or within the Pipeline Easement Area and not to plant any trees or shrubs or perform additional earthwork on or within the Pipeline Easement Area or construct other engineering works which unreasonably obstruct Easement Holder's access to the Pipeline Easement Area and/or the underground pipeline constructed under the Pipeline Easement Area, without the consent of Easement Holder, which consent shall not unreasonably be withheld; provided, however, that Developer shall have the right to plant seed and/or to sod the Pipeline Easement Area to create ground cover thereover and Easement Holder hereby consents thereto.

DULY ENTERED
FOR TAXATION

SEP 13 1999

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED
FOR RECORDING

DATE: 9/10/99

John Tarantini
HENDRICKS COUNTY ENGINEER

MISSOURI REGISTERED
AUDITOR HENDRICKS COUNTY

EXHIBIT "A"

CERTIFICATE OF CORRECTION

I, the undersigned, a Registered Land Surveyor, do hereby certify that Wynbrooke Subdivision, Section IV, was recorded in the Office of the Recorder of Hendricks County, Indiana, on August 6, 1999 recorded in plat cabinet 2, slide 126, page 1-a,b,c as instrument No. 199900023340, and said instrument was prepared by Benchmark Consulting, Inc., and was Certified by Donn M. Scotten on June 22, 1999

I further certify that the plat was recorded inadvertently with information as listed on this Exhibit "A" and shall be corrected as shown on this Exhibit "A".

Certified this 8th day of September, 1999.

Donn M. Scotten

Donn M. Scotten
Registered Land Surveyor
State of Indiana No. S-0510



**FIRST AMENDMENT TO
EIGHTH SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS, COMMITMENTS, RESTRICTIONS,
EASEMENTS AND ASSESSMENTS OF
WYNBROOKE SUBDIVISION, AVON, INDIANA
(ESTATES OF WYNBROOKE)**

WHEREAS, the Final Plat for The Estates of Wynbrooke was recorded July 25, 2002, as Document No. 200224214 in Plat Cabinet 5, Slide 16, Pages 2ABC in the Office of the Recorder of Hendricks County, Indiana ("Final Plat, Estates of Wynbrooke")

WHEREAS, the DECLARATION OF COVENANTS, CONDITIONS, COMMITMENTS, RESTRICTIONS, EASEMENTS AND ASSESSMENTS OF WYNBROOKE SUBDIVISION, SECTION I ("Declaration") dated September 4, 1997 was recorded on January 28, 1998 as Instrument No. 98-00002010; Vol. 41, Pages 1563-1587, in the office of the Hendricks County Recorder, which encumbered certain real estate to be known as Wynbrooke Subdivision, Section I consisting of 45.34± acres;

WHEREAS, the Declaration further encumbered Additional Land consisting of 30.014± acres known as Wynbrooke Subdivision, Section III and IV ("Section III and IV"), with the First Supplement to Declaration dated April 8, 1999 and was recorded April 28, 1999 as Document No. 99-00012898, Vol. 118, Pages 1056-1070 in the office of the Hendricks County Recorder;

WHEREAS, the Declaration further encumbered Additional Land consisting of 35.27± acres known as Wynbrooke Subdivision, Section II ("Section II"), with the Second Supplement to Declaration dated August 19, 1999, as Document No. 199900024724, DR Book 137, Pages 1474-1475 in the Office of the Hendricks County Recorder.

WHEREAS, the Declaration further encumbered Additional Land consisting of 3.62± acres known as Wynbrooke Subdivision, Section VI ("Section VI"), with the Third Supplement to Declaration dated January 20, 2000, as Document No. 200000004222, DR Book 164, Pages 418-430 in the Office of the Hendricks County Recorder.

WHEREAS, the Declaration further encumbered Additional Land consisting of 45.34± acres known as Wynbrooke Subdivision, Section V ("Section V"), with the Fourth Supplement to Declaration dated March 21, 2000, as Document No. 200000006109, DR Book 167, Pages 875-876 in the Office of the Hendricks County Recorder.

WHEREAS, the Declaration further encumbered Additional Land consisting of 13.76± acres known as Wynbrooke Subdivision, Section VII ("Section VII"), with the

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Fifth Supplement to Declaration dated January 30, 2001, as Document No. 200100003057, DR Book 216, Page 1590 in the Office of the Hendricks County Recorder.

WHEREAS, a Scrivener's Error Document dated July 25, 2001, was recorded on September 17, 2001, as Document No. 200100027632, DR Book 275, Page 554 (Section 1) in the Office of the Hendricks County Recorder which corrected the reference from Danville to Avon in the above recorded Declaration and amendments thereto.

WHEREAS, a Scrivener's Error Document dated July 25, 2001, was recorded on September 17, 2001, as Document No. 200100027633, DR Book 275, Page 556 (Section 2) in the Office of the Hendricks County Recorder which corrected the reference from Danville to Avon in the above recorded Declaration and amendments thereto.

WHEREAS, a Scrivener's Error Document dated July 25, 2001, was recorded on September 17, 2001, as Document No. 200100027631, DR Book 275, Page 551 (Sections 3 & 4) in the Office of the Hendricks County Recorder which corrected the reference from Danville to Avon in the above recorded Declaration and amendments thereto.

WHEREAS, a Scrivener's Error Document dated July 25, 2001, was recorded on September 17, 2001, as Document No. 200100027635, DR Book 275, Page 562 (Section 5) in the Office of the Hendricks County Recorder which corrected the reference from Danville to Avon in the above recorded Declaration and amendments thereto.

WHEREAS, a Scrivener's Error Document dated July 25, 2001, was recorded on September 17, 2001, as Document No. 200100027634, DR Book 275, Page 559 (Section 6) in the Office of the Hendricks County Recorder which corrected the reference from Danville to Avon in the above recorded Declaration and amendments thereto.

WHEREAS, a Scrivener's Error Document dated July 25, 2001, was recorded on September 17, 2001, as Document No. 200100027636, DR Book 275, Page 565 (Section 7) in the Office of the Hendricks County Recorder which corrected the reference from Danville to Avon in the above recorded Declaration and amendments thereto.

WHEREAS, the Declaration further encumbered Additional Land consisting of 19.38 acres known as Wynbrooke Subdivision, Section IX ("Section IX"), with the Sixth Supplement to Declaration dated August 29, 2001, as Document No. 200127794, DR Book 275, Page 1137 in the Office of the Hendricks County Recorder.

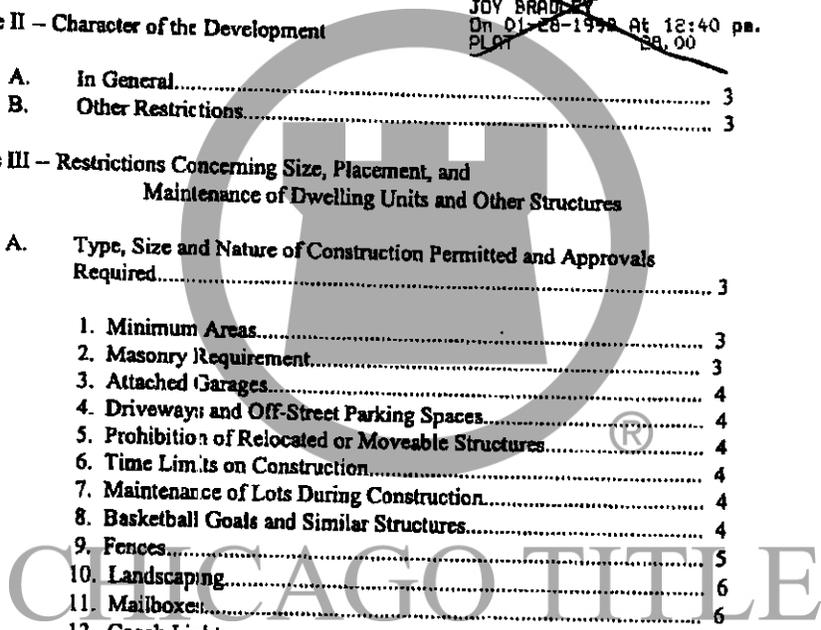
WHEREAS, the Declaration further encumbered Additional Land consisting of 13.76 acres known as Wynbrooke Subdivision, Section VIII ("Section VIII"), with the Seventh Supplement to Declaration dated January 4, 2002, recorded on April 3, 2002, as Document No. 200200011463, DR Book 327, Pages 1013-1026, in the Office of the

DECLARATION OF COVENANTS, CONDITIONS, COMMITMENTS, RESTRICTIONS, EASEMENTS, AND ASSESSMENTS OF WYNBROOKE SUBDIVISION, SECTION I, AND SUBSEQUENT SECTIONS THERETO DANVILLE, INDIANA

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9800002008 Filed for Record in HENDRICKS COUNTY IN JOY BRADLEY On 01-28-1998 At 12:40 pm. 58.00



DECLARATION OF COVENANTS, CONDITIONS, COMMITMENTS, RESTRICTIONS,
EASEMENTS, AND ASSESSMENTS
OF WYNBROOKE SUBDIVISION, SECTION I,
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DANVILLE, INDIANA

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CHICAGO TITLE

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DECLARATION OF COVENANTS, CONDITIONS, COMMITMENTS, RESTRICTIONS,
EASEMENTS, AND ASSESSMENTS
OF WYNBROOKE SUBDIVISION, SECTION I,
AND SUBSEQUENT SECTIONS THERETO
HENDRICKS COUNTY, INDIANA

THIS DECLARATION of Covenants, Conditions, Commitments, Restrictions,
Easements, and Assessments, hereinafter referred to as the "Declaration" or the "Covenants," is
made this ___ day of September, 1997, by Cedar Run Limited, Inc., an Indiana Corporation,
hereinafter referred to as "Declarant" or "Developer,"

WITNESSETH:

WHEREAS, Declarant is the owner of a certain 45.34-acre parcel of real property,
hereinafter referred to as the "Real Estate," as described in Exhibit "A" attached hereto and by
reference is made a part hereof;

WHEREAS, Declarant hereby subdivides said real property into single-family lots known
and designates said subdivision as Wynbrooke, Section I, hereinafter referred to as the
"Subdivision", as per plat thereof recorded on the 28 day of January, 1998 under
Instrument No. 98-0200, Plat Cabinet 4, Slide 12, in the records of the Office of the
Recorder of Hendricks County, Indiana, and by reference made a part hereof; and

WHEREAS, Declarant establishes a system of assessments and charges, hereinafter
referred to as the "Assessments," to be borne by Lot Owners (hereinafter referred to as
"Owners") of the Development, to provide for maintenance of the Common Property in the
Development, for insurance coverage, and for mutual enforcement of the Covenants; and

NOW, THEREFORE, Declarant hereby affirms that the Real Estate described in Exhibit
"A" attached hereto and by reference made a part hereof shall be held, subdivided, sold and
conveyed subject to the following Covenants which purport to protect the value and desirability
of the Development, and which shall run with the Real Estate and shall be binding on all parties
having any right, title or interest in the Real Estate or any part thereof, their heirs, successors and
assigns, and shall inure to the benefit of each Owner thereof.

CHICAGO TITLE

ARTICLE I
DEFINITIONS

- A. The following are the definitions of terms used in this Declaration:
 1. "Assessment" shall mean that share of the Common Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of Article XVII herein.
 2. "Association" shall mean Wynbrooke Homeowners' Association, Inc. or an organization of similar name, its successors and assigns, and shall be created as an Indiana not-for-profit corporation. Its membership shall consist of Owners who pay mandatory assessments for liability insurance, project sign maintenance, Common Area "A" and any improvements thereto, storm water detention area maintenance, maintenance of landscaped areas in landscape easements, management fees and other expenses as determined by the Association.

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3. "Builder" shall mean the contractor(s) constructing the first residence on each Lot, which may be the Developer for one or more Lots.
4. "Committee" shall mean the Wynbrooke Development Control Committee, composed of three (3) members appointed by Developer who shall be subject to removal by Developer at any time with or without cause as long as Developer owns one (1) lot. Developer by appointment shall fill vacancies which may occur from time to time on the Committee until such time as the Subdivision is completely developed, at which time the Association shall appoint the Committee from its membership.
5. "Common Expenses" shall mean the actual and estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of the Common Property as hereinafter defined and including, but not limited to, the maintenance of the storm water detention areas, but excluding normal mowing and cleaning of such areas, etc., and any other costs or expenses incurred by the Association for the benefit of the Common Property, including the cost of insurance as required herein. Common Expenses shall not include any costs or expenses incurred in connection with the initial installation and completion of streets, utility lines and mains, the drainage system, or other public improvements constructed by Developer.
6. "Common Property/Common Area" shall mean all real and personal property which is in the nature of common or public improvements.

It is anticipated all future sections may have certain additional amenities.

At the entries on 21st Street and Raceway Road, there are landscape, utility, and sign easements.
7. "Dwelling Unit" shall mean a single-family residence, including attached garage, situated upon a Lot in the Development.
8. "Lot" shall mean and refer to any and each portion of the Real Estate (excluding any part of the Common Properties) designated and intended for use as a building site, or developed and improved for use as a one (1) family Dwelling Unit identified by number and as shown on the Plat of the Development which is recorded in the Office of the Recorder of Hendricks County, Indiana. No Lot may be subsequently subdivided for development purposes, except to adjust for minor side yard infractions which may occur.
9. "Owner" shall mean a person who acquires any right, title or interest, legal or equitable, in and to a Lot being a single-family Lot but shall exclude those persons having such interest merely as security for the performance of an obligation.
10. "Plat" shall mean the subdivision plat of the Development identified as the Final Plat of Wynbrooke Subdivision, Section I, recorded on the ____ day of _____, 1997, under Instrument Number _____ in the Office of the Recorder of Hendricks County, Indiana, and any Plats of subsequent Sections recorded thereafter.

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**ARTICLE II
CHARACTER OF THE DEVELOPMENT**

- A. **In General:** Each Lot in the Development shall be a residential lot and shall be used exclusively for single or two family residential purposes, as specified by the Zoning Classification for each specific Lot. No structure shall be erected, placed or permitted to remain upon any Lot except a Dwelling Unit.

No business buildings may be erected on any Lots thereof. No business may be conducted on any Lots thereof, other than those occupations permitted in the Dwelling Districts' Zoning Ordinance of the Hendricks County, Indiana.

Common Area "Outlot 1" is a non-buildable Lot for residential dwelling units and is to be used as a park for the benefit of the Lot Owners in the Wynbrooke Subdivision. Common Area "Outlot 1" will be deeded to the Wynbrooke Homeowners' Association.

- B. **Other Restrictions:** All Lots in the Development shall be subject to the 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.

**ARTICLE III
RESTRICTIONS CONCERNING SIZE, PLACEMENT, AND MAINTENANCE OF
DWELLING UNITS AND OTHER STRUCTURES**

- A. **Type, Size, and Nature of Construction Permitted and Approvals Required:** No Dwelling Unit, greenhouse, porch, garage, swimming pool, exterior structure, fences, basketball court, tennis court or other recreational facility may be erected, placed or altered on any Lot without the prior written approval of the Committee. Such approval shall be obtained prior to the commencement of construction and shall take into account restrictions as to the type of materials, exterior facade, design, layout, location, landscaping and finished grade elevations. Builders shall submit sets of Master Plans of typical homes to the Committee. When approved by the Committee, these Master Plans shall not require subsequent approval unless there are changes thereto.

1. **Minimum Areas:** The following restrictions shall apply: Any Dwelling Unit erected, placed, or altered shall have the following minimum areas, exclusive of garages and open porches:

- a. shall be 1,200 square feet of main floor area for a one-story dwelling unit; or
- b. shall be 700 square feet of main floor area if higher than one-story, with any dwelling unit higher than one story having a minimum of 1,400 square feet of finished living space.

2. **Masonry Requirement:** The front elevation of all homes shall be thirty percent (30%) masonry of the first floor exterior wall area, exclusive of doors, windows, gables, and garage doors.

Side elevations of all homes on corner lots shall have a minimum masonry requirement on the side facing the street of three feet (3') side masonry.

A waiver of this masonry requirement may be allowed at the sole discretion of

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the Wynbrooke Development Committee on any two-story dwelling.

3. **Attached Garages:** Each single-family Dwelling Unit shall have a minimum of a two-car attached garage.
4. **Driveways and Off-Street Parking Spaces:** There shall be a minimum of two (2) off street parking spaces in each driveway. All driveways shall be constructed of concrete.

Driveways shall be not be more than twenty-four (24) inches wider than the outside of the garage door or doors it serves. A driveway shall not exceed in width the side boundaries of the garage it serves.

The minimum width of the driveway shall be no less than the outer edge of the garage door or doors it serves.

No additional parking shall be permitted on a Lot other than in the existing driveway.

Builders shall install driveways during original construction of the Dwelling Units.

No inoperative or unlicensed vehicles shall be stored or repaired on the outside on any Lot or on the driveway thereof. No camper, trailer, motor home, mobile home, boat, truck, school bus or other vehicle of like kind may be parked within the subdivision unless such vehicle is kept in the garage, except for personal automobiles, vans, and pick-up trucks.

5. **Prohibition of Relocated or Moveable Structures:** No Dwelling Unit, garage, out building or other structure of any kind may be moved onto any Lot. No trailer, mobile home, tent, basement, shack, garage, motor home, barn or other structure may be placed or constructed on any Lot at any time for use as either a temporary or permanent residence or for any other purpose, except as reasonably required in connection with the construction of a Dwelling Unit on a Lot.
6. **Time Limits on Construction:** The exterior of every Dwelling Unit, garage, or other structure permitted to be constructed or to remain on any Lot shall be completed within six (6) months from the start of construction, including the application of a least one (1) coat of paint, stain or varnish on any exterior wood surfaces. All such structures shall be completed within one (1) year.
All structures must be completed, and the site graded, sodded, or seeded and reasonably landscaped within one (1) year from the date of the commencement of construction thereof.
7. **Maintenance of Lots During Construction:** All Lots shall be kept and maintained in a sightly and orderly manner during the period of construction of any structures on said Lots. No trash or rubbish of any kind shall be permitted to accumulate on any Lot or adjacent Lots. Construction debris shall be placed in dumpsters or wire/plastic trash enclosures which shall be placed on the Lots and not on the streets. The streets shall be kept clear of mud and dirt from water run off and excavation.
8. **Basketball Goals and Similar Structures:** To preserve the natural quality and

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aesthetic appearance of the Development, basketball goals or similar structures shall be approved by the Committee for size, location, height, composition, and color prior to installation.

No goal or structure may be installed or maintained such that playing basketball occurs in the street.

If portable goals are used, they may not be placed so that playing basketball occurs in the street.

9. **Fences:** All fences, except for masonry landscape walls to be built by the Developer, shall meet the following standards, shall be approved by the Committee, and shall comply with the standards of the Hendricks County Zoning Ordinance:
- a. Pool fences, where required, shall be a decorative type with some screen landscaping of the sides exposed to the streets. All pool fences must meet requirements of the Hendricks County Building Commission codes and regulations.
 - b. No solid fence construction shall be permitted without approval of the Committee.
 - c. Fences shall be shadow box, split-rail, chain link, black iron or aluminum picket style, unless otherwise approved by the Committee.
 - d. The Committee shall require fences to be painted or stained to blend with the color of the respective houses.
 - e. For non-corner lots, no fence may be installed between the street and the rear face of a house.

For corner lots, no fence may be installed between the street and the side and the rear corner of the house facing the two respective streets. Landscaping shall be required along corner lot side-yard fences exposed to the street yard.
 - f. All corner lot fences shall meet the requirements of Article III, Section B of these covenants.
 - g. The height of shadow box fences or pool fences may not exceed six (6) feet. The height of any other type of fence may not exceed four (4) feet. All owners shall maintain their respective fences in good condition including repainting and/or re-staining wood fences, removing rust and repainting metal fences, and repairing any structural defects or signs of deterioration.
 - h. Any deviation from the above requirements shall require approval from the Committee.
 - i. The Committee shall have the discretion to allow other fence types, based on the plans submitted under Article III, Section A. and Article VI, Section A.

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10. **Landscaping:** Each Lot shall receive the following minimum landscaping which must be approved by the Committee for specs, size, and location.
- At least two (2) deciduous shade (overstory) trees, (one in the front yard and one in the back yard) shall be planted.
 - At least one (1) deciduous ornamental (understory) tree, shall be planted in the front yard.
 - At least six (6) shrubs shall be installed as foundation plantings.
 - Front yards shall be sodded. The remainder of the yard shall be seeded and covered with straw, or seeded by an equivalent or better treatment.
- All landscaping shall be completed by the closing of the home by the Purchaser and the home buyer unless work is deferred pursuant to an escrow arrangement due to weather conditions.
- Hendricks County regulations prevent trees from being planted in the right-of-way of any of the streets in the subdivision.
11. **Mailboxes:** Builders shall install matching Committee-approved and Post Office-approved curb side rural mail boxes during original construction of the Dwelling Units. Each Owner shall maintain and replace his or her mailbox with the same type, unless a change in design and color is approved by the Committee.
12. **Coach Lights:** Builders shall install matching Committee-approved dusk-to-dawn coach lights on both sides of the front elevation of the garage during the original construction of the Dwelling Units.
13. **Storage Tanks:** Gasoline or other fuel storage tanks will not be permitted in the Development.
14. **Gutters and Downspouts:** All gutters and downspouts shall be painted, except if copper gutters are installed.
15. **Awnings and Patio Covers:** Awnings and patio covers made of metal, fiberglass or similar type materials will not be permitted in the Development.
16. **Above Ground Swimming Pools:** Above ground swimming pools will not be permitted in the Development.
17. **In Ground Swimming Pools:** In ground swimming pools shall be permitted in the Development, with the approval of the Committee.
18. **Storage Sheds:** All accessory buildings shall be placed on a permanent foundation, shall be constructed of new materials, shall be architecturally compatible with the dwelling unit, shall be constructed with the same or equivalent materials as the dwelling unit and shall be subject to the approval of the Committee. Accessory buildings shall not exceed ten (10) feet in width and ten (10) feet in height. Only one accessory building shall be permitted per lot.
19. **Satellite Dish Antennas:** Satellite dish antennas exceeding 24 inches in diameter will not be allowed. Satellite dishes 24 inches in diameter or less shall not be

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visible from the public street; similarly, the satellite dishes shall not be visible from the first floor level of adjoining homes.

All antennas shall be approved by the Committee and shall be screened from view, as required by the Committee. The color of the dish shall blend with the color of the background in such a way that the dish shall become essentially invisible.

Any television or communication antenna shall not extend more than five (5) feet above the highest point of the dwelling unit, shall be new or in like-new condition, and shall be maintained in good condition.

20. **No dog kennels or dog runs:** No dog kennels or dog runs will be allowed in the development.
 21. **Clothes lines:** Only "umbrella type" clothes line fixtures will be permitted; no "telephone pole" style or permanent clothes lines shall be permitted.
 22. **Solar Heat Panels:** Solar heat panels will not be permitted.
 23. **Utility Lines:** All utility lines in the Development shall be placed underground. Utility lines shall be installed under completed streets by jacking or boring methods. Street cuts will not be permitted.
 24. **Utility Meters and HVAC Units:** Wherever possible, all utility meters and HVAC units in the Development shall be located in places not seen from the street or shall be screened, if located in the fronts of the Dwellings.
 25. **Notice:** The Developer shall include a copy of the recorded Plat and a copy of the recorded Declaration with all Builder's Agreements or forward as soon as these documents are recorded. The aforesaid Plat and Declaration shall be presented to and reviewed with the Buyer by the Builder during the selection of the Lot by the Buyer (prior to the Closing of the Lot).
- B. **Sight Distance at Intersections:** No fence, wall, hedge, shrub, or landscape planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a height sufficient to prevent obstruction of such sight lines.
- C. **Building Setback Lines:** Front building setback lines are established as shown on the Plat. Between said lines and the right-of-way lines of the streets no structures may be erected or maintained. Additionally, no structures may be erected or maintained between the side and rear lot lines and the right-of-way lines of the street.
- D. **Damaged Structures:** No dwelling unit which has been partially or totally destroyed by fire or other catastrophic event shall be allowed to remain in such state for more than thirty (30) days from the date of such occurrence unless otherwise approved by the Committee.

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- E. **Maintenance of Lots and Improvements:** The Owner of any Lot in the Development shall at all times maintain the Lot and any improvements thereon in such a manner to prevent the Lot and its improvements from becoming unsightly. Specifically, the Owner shall:
1. Establish and mow the grass with reasonable frequency to prevent its growth from exceeding four (4) inches in height. This mowing requirement shall not apply to Lots owned by the Declarant.
 2. Keep Lot free of debris and rubbish;
 3. Prevent conditions of any kind from evolving which in the Committee's opinion may detract from or diminish in any way the aesthetic value of the Development;
 4. Remove dead trees and replace with like species; and,
 5. Maintain the exterior of all improvements in a state of good repair.
- F. **Requirement to Mow Grass in Public Rights-of-Way:** All Owners shall be required to mow the grass in public rights-of-way including the areas between the sidewalk and the curb for their respective Lots.

ARTICLE IV
EASEMENTS

The strips of ground shown on the recorded plat of the Development which are marked "D., & U. E." (Drainage and Utility Easements) are reserved for the use of public utility companies, including cable television companies and municipal agencies, but not including transportation companies, for the purpose of installing and maintaining drainage swales, ducts, poles, lines, wires, sewers, drains and appurtenances thereto. Said easements shall be perpetual from the date of this Instrument as subscribed to by the Developer, its successors and assigns. No permanent or other structures may be erected or maintained in said easements except for temporary structures, fences, driveways and walkways. The Owners of Lots in the Development shall take title to said Lots subject to the rights of said companies and agencies and the other owners of said Lots in the Development for purposes of ingress and egress and maintenance and repair in, along and through said easements no reserved.

CHICAGO TITLE
ARTICLE V
MISCELLANEOUS PROVISIONS AND PROHIBITIONS

- A. **Nuisances:** No noxious or offensive activities shall be conducted on any Lot in the Development, nor shall anything be done on any Lot which shall be or shall become an unreasonable annoyance or nuisance to the Owners of other Lots in the Development. Nor shall Developer, any officer, agent, employee or contractor thereof, the Association, or any Owner be liable for any damage which may result from enforcement of the provisions of this paragraph.
- B. **Signs:** No signs or advertisements shall be displayed or placed on any Lot or structure in the Development without the prior written approval of the Committee, except for the sale of a Lot or residence. However, Developer and designated Builders may use for sale and advertising signs during the sale of lots and the construction of houses in the Development.

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- C. **Animals:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they
1. shall not be kept, bred, or maintained for any commercial purpose;
 2. shall not become a nuisance to other Owners; and
 3. shall be leashed upon leaving Owner's property.

Not more than three (3) pets of 20 pounds or less, not more than two (2) pets of 21 to 75 pounds, and not more than 1 pet 76 to 150 pounds shall be permitted to be domiciled in a Dwelling Unit or on a Lot. Pets which exceed 150 pounds shall be approved by the Committee.

- D. **Vehicle Parking:** Any motor vehicle which is inoperative and not being used for normal transportation will not be permitted to remain on any street or lot except within a closed garage. Motor vehicles may not be parked upon grassy or landscaped areas. Unless otherwise provided by the rules and regulations of the Committee, motor homes, mobile homes, boats, campers, trailers, commercial trucks and similar vehicles may not be parked or stored upon a Lot unless within a closed garage. All passenger vehicles shall be parked in garages or in driveways. Guest vehicles may be parked on the public streets for a period not to exceed twenty-four (24) hours, unless the guest is from out-of-town; however, this shall not include vehicles parked on public streets on a frequent (in excess of 24 hours per month) basis. Vehicles may not be placed on blocks or jacks for purposes of repair, except for repairs made in garages.

- E. **Ditches and Swales:** All Owners shall keep unobstructed and in good repair, all open storm water drainage ditches and swales located on their respective Lots. Owners of all Lots in the Development shall comply at all times with the provisions of the Development and Grading Plans for the Plat as approved by the Hendricks County Plan Commission, and with the requirements of all drainage permits issued for any Lot within the Development. Any field tile or underground drain encountered during the construction of any improvements within the Development shall be perpetuated. All Lot Owners in the Development, their successors, and assigns, shall comply with the Indiana Drainage Code of 1965, and all amendments thereto. No culverts shall be installed by any Lot Owner without the written consent of the Hendricks County Plan Commission.

No sanitary waste or other wastes shall be permitted to enter the storm drainage system. Discharge from any floor drain shall be permitted to discharge into the sanitary sewer system. Drainage from any floor drain (including, but not limited to, footing drains and downspouts) shall not be permitted to discharge into the sanitary sewer system. Downspouts shall discharge onto the surface of the ground. Footing drains shall be connected to yard subdrains or storm drains. With the purchase of a Lot, each Owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by Developer, 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 lien upon the Lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

- F. **Garbage, Trash, and Other Refuse:** No owner of a Lot in the Development shall burn or bury out-of-doors, any garbage or refuse. Nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse on his or her Lot.

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- G. Outside toilets: No outside toilets shall be permitted on any Lot in the Development (except during the period of construction and then only with the consent of Committee).

ARTICLE VI
SUBMITTAL AND APPROVAL OF PLANS

- A. Submittal of Plans: No building, wall or other structure, except original construction of buildings by or on behalf of Declarant or an original Builder, may be commenced, erected or maintained in the Development, nor may any exterior additions, changes, or alterations therein or thereto be made until the plans and specifications for said additions, changes or alterations are submitted to and approved in writing by the Committee for harmony of external design and location in relation to surrounding structures and topography.
- B. Approval of Plans: Approvals, determinations, permissions or consents of and for plans herein shall be deemed granted if given in writing and signed with respect to Developer by an authorized Officer or agent thereof, or with respect to the Committee by two of its authorized designee(s).
- C. Development Control Committee: Upon transfer of control of the Association to the Board of Directors and/or Officers of the Association, Developer will retain the approval of the first Dwelling constructed upon any Lot. All other approvals of plans will be transferred to the Development Control Committee.

1. Power of Committee:

- a. In General: No building structure, or improvement of any type of kind shall be constructed or placed on any Lot in the Development without prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee.

Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing all existing conditions upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each property and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of one-quarter (1/4) inch equals one foot (1'), or to such other scales as the Committee may require. There shall also be submitted, where applicable, the permits or plot plans which shall be prepared by either a registered land surveyor, engineer, or architect. Plot plans submitted for Building Permits shall bear the stamp or signature of the Committee acknowledging the approval thereof.

- b. Power of Disapproval. The Committee may refuse to grant permission to remove trees, repaint, construct, place or make the requested improvement, when:

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1. the plans, specifications, drawings, or other material submitted are inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;
 2. the design or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures; or
 3. the proposed improvement, or any part thereof, would, in the opinion of the Committee, be contrary to the interests, welfare, or rights of all or any part of the other Owners.
- c. **Developer Improvements:** The Committee shall have no power with respect to any improvements or structures erected or constructed by the Developer (or any Builder, if Developer has approved the plans therefore).
- d. **Duties of Committee.** The Committee shall approve or disapprove the proposed improvements within fifteen (15) days after all required information is received by it. One (1) copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval. In the event that a written approval is not received from the Committee within fifteen (15) days from the date of receipt of the information required to be submitted by these Subdivision Restrictions, the failure to issue such written approval shall be construed as the disapproval of any such plans submitted.

The submitting party can re-submit and if no written approval or denial is received, after the next fifteen (15) days, the no action shall be construed as approval.

- e. **In General.** Any party to whose benefit these restrictions inure, including Developer, Association and any Owner in the Development, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither Developer nor Association shall be liable for damages of any kind to any person for failing to abide by, enforce, or carry out any of these Restrictions.

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- f. **Liability of Committee.** Neither the Committee nor any agency thereof, nor the Developer, shall be responsible in any way for any defects in any plans, specifications, or other materials submitted to it, nor for any defects in any work done according thereto.
- g. **Inspections.** The Committee may inspect work being performed to assure compliance with these Restrictions and applicable regulations.
- h. The failure of the Committee to act in any particular situation with any particular party shall in no way be a waiver of any right of action or enforcement in the future.

**ARTICLE VII
RULES GOVERNING BUILDING ON SEVERAL
CONTIGUOUS LOTS HAVING ONE OWNER**

Whenever two or more contiguous Lots in the Development are owned by the same Owner, and said Owner proposes to use two or more of said Lots as a site for one (1) Dwelling Unit, said Owner shall apply in writing to the Committee for permission to use said Lots for this purpose. If permission is granted, Owner must comply with all requirements of the Hendricks County Unified Subdivision Ordinance. The Lots constituting the site for said Dwelling Unit shall be treated as a single Lot for the purpose of applying these restrictions while the Lots remain improved with one (1) Dwelling Unit.

**ARTICLE VIII
REMEDIES**

- A. **Available Remedies:** In the event of a violation, or threatened violation, of any of the Covenants herein recited, Declarant, the Owners and all other parties claiming under them ("Interested Parties"), individually or through the Association, shall have the right to enforce the Covenants contained herein, and may pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, and including the right to secure injunctive relief or to secure removal by due process of any structure not in compliance with the Covenants contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.
- B. **Government Enforcement:** The Hendricks County Plan Commission, its successors and assigns, shall have no right, power or authority to enforce any Covenants contained in this Declaration other than those Covenants which expressly run in favor of the Hendricks County Plan Commission; provided further, that nothing herein shall be construed to prevent the Hendricks County Plan Commission from enforcing any provisions of the Unified Subdivision Control Ordinance, as amended, or any conditions attached to approval of the plat of Wynbrooke, Section I, by the Plat Committee, and any subsequent sections approved thereafter.
- C. **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 these Covenants shall be held to be a waiver by that party (or any estoppel of that party to

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assert) of any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Covenants.

ARTICLE IX EFFECT OF BECOMING AN OWNER

All present and future Owners, Mortgagees, tenants and occupants of the Lots and Dwelling Units, and other Persons claiming by, through, or under them, shall be subject to and shall comply with the provisions of this Declaration and the Articles, the By-Laws, and the rules and regulations adopted by the Board of Directors of the Association as each may be amended or supplemented from time to time. The acceptance of a deed or conveyance of the act of occupancy of any Lot or Dwelling Units shall constitute an agreement that the provisions of this Declaration and the Articles, the By-laws and the rules and regulations of the Association as each may be amended or supplemented from time to time, are accepted and ratified by such owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any Person having at any time any interest or estate in a Lot or Dwelling Unit or the Real Estate, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may own, occupy, use, enjoy or control a Lot or Dwelling Unit or any part of the Real Estate in any manner shall be subject to this Declaration and the Articles, the By-Laws, and the rules and regulations of the Association applicable thereto as each may be amended or supplemented from time to time.

ARTICLE X TITLES

The underlined titles of the various Articles and Sections of these Covenants are for the convenience of reference only. None of them shall be used as an aid to the construction of any provisions of the Covenants. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or the neuter.

ARTICLE XI DURATION AND AMENDMENT

- A. Duration of Declaration:** This Declaration shall be effective for an initial term of twenty (20) years from the date of its recordation by the Recorder of Hendricks County, Indiana, and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless at the end of any term the Owners' vote pursuant to Article XVII, Section K. to terminate this Declaration, in which case this Declaration shall terminate as of the end of the term during which such vote was taken. Notwithstanding the preceding sentence, all easements created or reserved by this Declaration shall be perpetual unless otherwise expressly indicated herein.
- B. Amendment of Declaration:** As long as Developer is a Class B member as defined in Article XV, Section E.2., Developer hereby reserves the right to make such amendments to this Declaration as Developer may deem necessary or appropriate 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 any agency guaranteeing, insuring, or approving mortgages, or to change or modify Covenants for amendments to the Plat or Article III Restrictions which would apply to future construction, provided that Developer shall not be entitled to make any amendment which

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will have a materially adverse effect on the rights of any Mortgagee, nor which will substantially impair the benefits of the Covenants to any Owner or substantially increase the obligations imposed by the Covenants on any Owner without the written approval of said Owners as provided for under Article XVII, Section K.

Upon conversion of Class B membership to Class A membership as provided in Article XV, Section B.2, the Covenants may be amended as provided for under Article XVII, Section K.

ARTICLE XII SEVERABILITY

The within Covenants shall run with the land and shall be binding on all parties claiming under them. Invalidity or unenforceability of any of the Covenants by Judgment or Court Order shall in no way affect the validity or enforceability of any of the other provisions which shall remain in full force and effect.

ARTICLE XIII DEDICATION OF STREET RIGHTS-OF-WAY

All street rights-of-way shown on the plat and not heretofore dedicated to the public are hereby dedicated to the public.

ARTICLE XIV HOMEOWNERS' ASSOCIATION

The Association shall be an Indiana not-for-profit corporation and shall operate in accordance with Articles XV through XVIII of this Declaration. ®

ARTICLE XV ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

- A. Membership:** Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot. In addition, the Association, and/or its members therein, may be members in any one or more umbrella or joint homeowners' associations, if any, composed of associations and/or members from surrounding areas or, if organized by the Builders or Lot Owners of a community.
- B. Classes of Membership:** The Association shall have two (2) classes of voting members:
1. **Class A:** Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot, except a "Village Homes" Lot would have two votes, one for each half.
 2. **Class B:** The Class B member(s) shall be the Declarant, who shall be entitled to

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three (3) votes for each Lot owned, and the members of the first Board of Directors during their respective terms, who shall have no voting rights. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
 - b. on September 1, 2001.
- C. **Board of Directors:** The members shall elect a Board of Directors of the 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 Developer and shall manage the affairs of the Association until Developer transfers control of the Association to the Owners as required herein.
- D. **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 determination of Common Expenses, the collection of annual and special Assessments, and the granting of any approvals whenever and to the extent called for by the 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 seeking enforcement of the Covenants 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 the Declaration or for any failure to take any action called for by the 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 casualty insurance, liability insurance and such other insurance as it deems necessary or advisable. The Association by its Board of Directors may contract for management services and such other services as the Association deems necessary or advisable.
- E. **Transfer of Control of Association:** Developer shall transfer control of the Association to the Owners no later than the earlier of:
1. four (4) months after three-fourths (3/4) of the Lots in the Development have been conveyed to Owners; or
 2. on October 1, 2001.

ARTICLE XVI
INSURANCE

- A. **Public Liability Insurance for Common Property:** The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury occurring on or in connection with any and all of the Common Property, if any, as the Board of Directors shall deem appropriate.
- B. **Comprehensive Public Liability Insurance:** The Association also shall maintain in force comprehensive public liability insurance and such other liability insurance, with such coverages and limits, as the Board of Directors shall deem appropriate. All such policies of insurance shall contain an endorsement or clause whereby the insurer waives any right

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to be subrogated to any claim against the Association, its officers, the Board of Directors, the Developer, any Managing Agent, their respective employees and agents, or the Owners, and shall further contain a clause whereby the insurer waives any defenses based on acts of individual Owners whose interests are insured thereunder, and shall cover claims of one or more insured parties against other insured parties. All such policies shall name the Association, for the use and benefit of the Owners, as the insured; shall provide that the coverage thereunder is primary even if an Owner has other insurance covering the same loss; shall show the Association or insurance trustee, in trust for each Owner and Mortgagee, as the party to which proceeds shall be payable; shall contain a standard mortgage clause and shall name Mortgagees as Mortgagee; and shall prohibit any cancellation or substantial modification to coverage without at least thirty (30) days prior written notice to the Association and to the Mortgagees. Such insurance shall inure to the benefit of each individual Owner, the Association, the Board of Directors and any managing agent or company acting on behalf of the Association. The individual Owners, as well as any lessees of any Owners, shall have the right to recover losses insured for their benefit.

- C. **Professional Management Firm Insurance:** A professional management firm shall provide insurance coverage to the same extent as the Association would be required to provide if it were managing its own operation and shall submit evidence of such coverage to the Association.
- D. **Owner's Responsibility for Loss:** Each Owner shall be solely responsible for loss of or damage to the improvements and his personal property located on his Lot, however caused. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk.

ARTICLE XVII
COVENANT FOR ASSESSMENTS

- A. **Purpose of Assessments:** The Assessments levied by the Association shall be used exclusively for the purpose of improving, repairing, replacing and maintaining project sign structures; maintaining the landscaping for said project signs and landscaping in the landscaping easements and in subsequent Sections, including utilities and maintenance for a sprinkler system and entrance street light; maintaining storm water retention areas; providing insurance coverage therefor; and paying for any other expenses related to the Association.
1. Each owner covenants and agrees to pay the Association:
- A Pro Rata Share (as hereinafter defined) of the annual Assessments established and determined from time to time as hereinafter provided.
 - A Pro Rata Share (as hereinafter defined) of any special Assessments established and determined from time to time, as hereinafter provided.
- B. **Pro Rata Share:** The pro rata share for each Owner for purposes of this paragraph shall be the percentage obtained by the fraction of one over the total number of lots (1/Total no. of Lots) within the Plat.
- C. **Liability for Assessments:** The Assessment on each Lot, together with any interest thereon and any costs for collection thereof, including attorneys' fees, shall be a charge on each Lot and shall constitute a lien upon each Lot from and after the due date thereof in

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favor of the Association. Each such Assessment, together with any interest thereon and any costs for collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Lot at the time the Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. The lien for any Assessment shall for all purposes be subordinate to the lien of any Mortgagee whose mortgage was recorded prior to the date such Assessment first became due and payable. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

- D. **Basis of Annual Assessments:** The Board of Directors of the Association shall establish an annual budget at the beginning of each fiscal year, setting forth all anticipated Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves for periodic repair and replacement of the Common Property. A copy of this budget shall be delivered to each Owner of the Association.
- E. **Basis of Special Assessments:** Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied for such year may be insufficient to pay the Common Expenses for such year, the Board of Directors shall call a special meeting of the Association to consider imposing such special Assessments as may be necessary for meeting the Common Expenses for such year. A special Assessment shall be imposed only with the approval of the Owners in attendance at the special meeting convened under Clause K of this Article XVII, and shall be due and payable on the date(s) determined by such Owners, or if not so determined, then as may be determined by the Board of Directors.
- F. **Fiscal Year; Date of Commencement of Assessments; Due Date:** The fiscal year of the Association shall be the calendar year and may be changed from time to time by action of the Association. The annual Assessments on each Lot in the Development shall commence no sooner than on the first day of the first month following the month in which Declarant first conveys ownership of any Lot to an Owner; provided, that if any Lot is first occupied for residential purposes prior to being conveyed by Declarant, full Assessments shall be payable with respect to such Lot commencing on the first day of the first month following the date of such occupancy. The Declarant shall have the right, but not the obligation, to make up any deficit in the budget for the Common Expenses for any year in which Declarant controls the Association, subject to its right to be reimbursed therefor as provided herein.

The first annual Assessment shall be made for the balance of the fiscal year of the Association in which such Assessment is made and, with respect to particular Lots, shall become due and payable on the date of initial transfer of title to a Lot to the Owner thereof. The annual Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable, in full, as of the above date, except that the Board of Directors may, from time to time by resolution, authorize the payment of such Assessments in monthly, quarterly, or semi-annual installments. The Declarant shall not pay an assessment on Lots which are not sold.

- G. **Duties of the Association:**
1. **Books and Records:** The Board of Directors of the Association shall cause proper

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books and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each Lot and each Assessment applicable thereto, which books and records shall be kept by the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times. Except as may be otherwise provided in the Association's By-Laws, the Association shall cause financial statements to be prepared at least annually for each fiscal year of the Association, and shall furnish copies of the same to any Owner or Mortgagee upon request. The Board of Directors of the Association shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be delivered to the Owners or their designated representatives. Notices of the amount of Annual Assessments and the days following the determination thereof and Notices of the amounts of special Assessments shall be sent as promptly as practical and, in any event, not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is delivered less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual delivery of such notice.

2. Certificate of Assessments: Upon request the Association shall promptly furnish to any Owner, prospective purchaser, title insurance company, or Mortgagee, a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to any Lot in which the requesting party has a legitimate interest. For any person relying thereon, such certificate shall be conclusive evidence that of any Assessment therein stated has been paid.
3. Request for Notice from Mortgagee: The Association shall notify any Mortgagee from which it has received a request for notice:
 - a. of any default in the performance of any obligation under this Declaration by any Owner which is not remedied within sixty (60) days;
 - b. of any condemnation of casualty loss that affects either a material portion of the Development of the Lot securing its mortgage;
 - c. of any lapse, cancellation, or material modification of any insurance policy required to be maintained by the Association; and
 - d. of any proposed action which requires the consent of the Mortgagees or a specified percentage thereof, as set forth in the Declaration.

H. Association Remedies for Non-Payment of Assessments:

1. Lien for Non-Payment of Assessment: If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in said Lot; provided however, that the lien of the

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Assessment provided for herein shall be subordinate to the lien of any first mortgage.

2. Initiation of Action by Association for Non-Payment of Assessment: If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all cost of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at a rate of eighteen percent (18%) per annum. The Association may bring an action against the delinquent Owner in any court having jurisdiction to enforce payment of the same and/or to foreclose the lien against Owner's Lot. There shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys' fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

- I. Adjustments: 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 year, except that so long as the Declarant controls the Association, Declarant may, at its sole discretion, make up such deficit; provided, however, that Declarant shall be reimbursed by the Association for such funded deficits, together with interest at 18% per annum until so reimbursed, from available surpluses in later years or through a special assessment at the time of transfer of control of the Association to the Owners.
- J. Initial Assessments: During the first year in which the date when the Declaration is recorded, the annual Assessment per Lot shall not exceed Two Hundred Forty Dollars (\$240.00) for Class A members, payable annually. This amount shall not indicate amounts of future annual Assessments. Future Assessments shall be based on an annual budget and shall be for a full year.

Regular Assessments may be increased up to 15% each year without a vote of the membership; provided that proper notice is given to the Owners not less than thirty (30) days in advance of the meeting to approve the annual budget.

The Declarant, at its sole discretion, may advance to the Association any of the first year deficit and may be reimbursed by subsequent assessments.

- K. Notice and Quorum for any Action to Increase Assessments In Excess of 15% or to Amend the Declaration: Written notice of any meeting called for the purpose of increasing the regular or special Assessments of the Association or an Amendment to the Declaration shall be sent to all Owners not less than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum.

If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum shall be those Owners who are present at this subsequent meeting. A majority of the lots represented in this Quorum must approve the assessment or amendment.

- L. Subordination of the Lien to Mortgages: The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot

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(without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. If and to the extent this Paragraph is inconsistent with any other paragraph in the Declaration, then this paragraph shall prevail.

ARTICLE XVIII
ANNEXATION

- A. **Effective Date for Assessments and Voting Rights:** The regular assessment provided for in the Declaration shall commence for each Lot within the annexed area on the first day of the first month following the conveyance of the Lot to the Owner by the Declarant. A Builder may delay the commencement of a Lot assessment during the construction period for a maximum of six (6) months and upon the approval of Declarant. Voting rights of the Owners of the Lots within the annexed property shall be effective upon the same date, except the Declarant shall have the voting rights provided for in Article XV, Section B.
- B. **Improvements:** All improvements intended for future sections shall be substantially completed prior to annexation. Any future improvements shall be consistent with the initial improvements within the Real Estate in terms of quality of construction and shall be approved by the appropriate governmental agencies.
- C. **Equality of Rights:** All Lot Owners within an annexed area shall have the same rights, liabilities and obligations as all Owners within the Real Estate, subject to the rights, liabilities and obligations specifically set forth as to the Declarant or a Builder in other sections of this Declaration.
- D. **Annexation Document:** Annexation shall be by written document including, but not necessarily limited to, the following information:
1. A description of the property to be annexed;
 2. The identity of the Declarant;
 3. The effective date of annexation;
 4. A description of the Common Area to be owned by the Association, if any;
 5. A cross-reference to this Declaration, as amended; and
 6. Any other information which the Declarant may deem necessary to identify the annexed area.

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IN WITNESS WHEREOF, the undersigned officer of Declarant has hereunto caused his name to be subscribed this 14 day of September, 1997.

DECLARANT
CEDAR RUN LIMITED, INC.,
an Indiana Corporation

BY: [Signature]
Timmy J. Shrout, Vice President

STATE OF INDIANA)
)
SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Timmy J. Shrout, Vice President of Cedar Run Limited, Inc., an Indiana Corporation, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions, Commitments, Restrictions, Easements and Assessments as such Officer acting for and on behalf of said Corporation, and who, having been duly sworn, stated that any representations herein contained are true.

Witness my hand and Notarial Seal this 14 day of September, 1997.

[Signature]
Notary Public - Signature
Notary Public - Printed

County of Residence:

My Commission Expires:



JO E. ROACH, Notary Public
My Commission Expires: 8-3-99
Residing in Marion County



This instrument prepared by:
William T. Rees, Attorney at Law
8355 Rockville Road
Indianapolis, IN 46234

CHICAGO TITLE

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EXHIBIT "A"

WYNBROOKE, SECTION I

A Part of the Southeast Quarter of Section 29, Township 16 North, Range 2 East in Hendricks County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of said Southeast Quarter; thence North 89 degrees 36 minutes 00 seconds West (basis of bearings is a Warranty Deed recorded in Deed Book 294, Page 841 in the Office of the Recorder of Hendricks County, Indiana) along the South line of said Southeast Quarter 1189.41 feet to the Southeast corner of a Tract of land conveyed in a Warranty Deed recorded in Deed Book 295, Page 769 in the Office of said Recorder; thence North 00 degrees 44 minutes 30 seconds East along the East line of said Tract of land 295.00 feet to the Northeast corner of said Tract of Land; thence North 00 degrees 27 minutes 18 seconds East parallel with the East line of said Southeast Quarter 182.20 feet; thence North 10 degrees 48 minutes 09 second East 50.00 feet to a point on a curve concave Northerly having a central angle of 00 degrees 47 minutes 12 seconds and a radius of 2259.00 feet; thence Easterly along said curve an arc distance of 31.02 feet (said curve being subtended by chord bearing South 79 degrees 35 minutes 28 seconds East and having a length of 31.02 feet); thence North 10 degrees 00 minutes 56 seconds East 140.77 feet; thence South 79 degrees 59 minutes 17 seconds East 86.78 feet; thence South 85 degrees 50 minutes 27 seconds East 22.42 feet; thence North 06 degrees 55 minutes 49 seconds East 654.75 feet; thence South 86 degrees 12 minutes 37 seconds East 170.32 feet; thence South 89 degrees 32 minutes 42 seconds East 90.00 feet; thence North 00 degrees 27 minutes 18 seconds East parallel with said East line 139.00 feet; thence North 89 degrees 32 minutes 42 seconds West 13.80 feet; thence North 00 degrees 27 minutes 18 seconds East parallel with said East line 805.01 feet to a point on the South line of the right-of-way of Indianapolis, Decatur and Springfield Railway Company; thence South 73 degrees 35 minutes 11 seconds East along said right-of-way line 724.94 feet to a point on said East line; thence South 00 degrees 27 minutes 18 seconds West along said East line 2028.19 feet to the POINT OF BEGINNING, containing 45.34 acres, more or less; subject to any easements, rights-of-way and restrictions of record.

CHICAGO TITLE