LEGAL DESCRIPTION

A part of the Northwest Quarter of Section 4, Township 16 North, Range 1 East of the Second Principal Meridian, Brown Township, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section; thence North 00 degrees 01 minute 18 seconds East on and along the East line of said Quarter Section 112.34 feet to the POINT OF BEGINNING, said point also being on the North right-of-way line of the C.C.C. & St. Louis Railroad; thence continuing North 00 degrees 01 minute 18 seconds East on and along said East line 456.17 feet to the Southeast corner of Holloway Corner Section I as per plat thereof recorded as Instrument Number 18580 in Plat Cabinet 1, Page 1, Slide 188 in the Office of the Recorder of Hendricks County, Indiana (the following eleven (11) describe courses being along the Southerly and Westerly lines of said Holloway Corner Section I): (1) thence North 89 degrees 58 minutes 42 seconds West 131.60 feet; (2) thence South 85 degrees 52 minutes 49 seconds West 93.43 feet; (3) thence North 55 degrees 13 minutes 06 seconds West 128.26 feet; (4) thence South 54 degrees 46 minutes 54 seconds West 18.00 feet; (5) thence North 32 degrees 13 minutes 06 seconds West 290.00 feet; (6) thence South 54 degrees 46 minutes 54 seconds West 17.10 feet; (7) thence North 35 degrees 13 minutes 06 seconds West 170.00 feet; (8) thence South 54 degrees 46 minutes 54 seconds West 49.46 feet; (9) thence North 35 degrees 13 minutes 06 seconds West 120.00 feet; (10) thence South 54 degrees 46 minutes 54 seconds West 6.42 feet; (11) thence North 35 degrees 13 minutes 06 seconds West 280.00 feet; thence South 54 degrees 46 minutes 54 seconds West 102.44 feet; thence South 45 degrees 50 minutes 46 seconds West 105.65 feet; thence South 21 degrees 37 minutes 41 seconds West 98.55 feet; thence South 00 degrees 56 minutes 12 seconds East 33 seconds East 95.55 feet; thence South 30 degrees 30 minutes 53 seconds East 55 seconds East to the said North right-of-way line of the C.C.C. & St. Louis Railroad 269.86 feet; thence South 70 degrees 03 minutes 55 seconds East on and along said North right-of-way line 1032.23 feet to the POINT OF BEGINNING; containing 6.63 acres, more or less; subject to all easements, restrictions and rights-of-way of record.

DUTY ENTERED FOR TAXATION

DEC 30, 1997

EXHIBIT "A"

CERTIFICATE OF CORRECTION

I, the undersigned, a Registered Land Surveyor, do hereby certify that Holloway Corner, Section II, was recorded in the Office of the Recorder of Hendricks County, Indiana, on December 13, 1995, was recorded in Plat Cabinet 3, Page 1 & 2, Slide 132 as Instrument No. 95-1855. Said Instrument was prepared by Benchmark Consulting, Inc., and was Certified by Donn M. Scotten on December 8, 1995. I further certify that said plat was recorded inadvertently with information as highlighted on this Exhibit "A". Said plat should be corrected as shown on the attached Exhibit "B".

Certified this 10th day of December, 1997.

Donn M. Scotten
Registered Land Surveyor
State of Indiana No. 5-0510

[Signature]
HOLLOWAY CORNER
SECTION II

LEGAL DESCRIPTION.

A part of the Northwest Quarter of Section 4, Township 16 North, Range
1 East of the Second Principal Meridian, Brown Township, Hendricks
County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section; thence
North 00 degrees 01 minute 18 seconds East on and along the East
line of said Quarter Section 112.34 feet to the POINT OF BEGINNING.
said point also being on the North right-of-way line of the C.C.C.
& St. Louis Railroad; thence continuing North 00 degrees 01 minute
18 seconds East on and along said East line 458.17 feet to the
Southeast corner of Halloway Corner Section I as per plat thereof
recorded as Instrument Number 18300 in Plat Cabinet 2, Page 1,
Slide 188 in the Office of the Recorder of Hendricks County,
Indiana (the following eleven (11) describe courses being along
the Southerly and W esterly lines of said Halloway Corner Section
1); (1) thence North 89 degrees 56 minutes 42 seconds West 131.60
feet; (2) thence South 85 degrees 22 minutes 49 seconds West
93.43 feet; (3) thence North 35 degrees 13 minutes 06 seconds
West 128.06 feet (4) thence South 54 degrees 46 minutes 54
seconds West 18.00 feet; (5) thence North 35 degrees 13 minutes 06
seconds West 230.00 feet; (6) thence South 54 degrees 46 minutes
17.18 feet; (7) thence North 35 degrees 13 minutes
54 seconds West 170.00 feet; (8) thence South 54 degrees 46
06 seconds West 170.00 feet; (9) thence South 54 degrees 46
13 minutes 06 seconds West 120.00 feet; (10) thence South 54
35 degrees 13 minutes 06 seconds West 8.42 feet; (11) thence North
degrees 46 minutes 54 seconds West 102.44 feet; thence South
43 degrees 50 minutes 46 seconds West 102.44 feet; thence South
21 degrees 37 minutes 47 seconds West 102.44 feet; thence South
00 degrees 56 minutes 12 seconds East 102.44 feet; thence South
22 degrees 30 minutes 53 seconds East 98.55 feet; thence South
30 degrees 13 minutes 52 seconds East to the said North right-
of-way line of the C.C.C. & St. Louis Railroad 269.86 feet; thence
South 70 degrees 03 minutes 55 seconds East on and along said
North right-of-way line 1032.29 feet to the POINT OF BEGINNING;

EXHIBIT "B"

CERTIFICATE OF CORRECTION

I, the undersigned, a Registered Land Surveyor, do hereby certify that Halloway Corner, Section II,
was recorded in the Office of the Recorder of Hendricks County, Indiana, on December 13, 1995,
recorded in Plat Cabinet 3, Page 1 & 2, Slide 188 as Instrument No. 23-25, said Instrument was
prepared by Benchmark Consulting, Inc., and was certified by Donn M. Scotten on December 8, 1995.

I further certify that said plat was recorded inadvertently with information as highlighted on the
attached Exhibit "A". Said plat should be corrected as shown on this Exhibit "B".

Certified this 10th day of December, 1997.

Donn M. Scotten
Registered Land Surveyor
State of Indiana No. 5-0510
HOLLOWAY CORNER
SECTION II

LEGAL DESCRIPTION

A part of the Northwest Quarter of Section 4, Township 16 North, Range 1 East of the Second Principal Meridian, Brown Township, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section; thence North 00 degrees 01 minute 18 seconds East on and along the East line of said Quarter Section 112.34 feet to the POINT OF BEGINNING, said point also being on the North right-of-way line of the C.C.C. & St. Louis Railroad; thence continuing North 00 degrees 01 minute 18 seconds East on and along said East line 458.17 feet to the Southeast corner of Holloway Corner Section 1 as per plat thereof recorded as Instrument Number 18300 in Plat Cabinet 2, Page 1, Slide 168 in the Office of the Recorder of Hendricks County, Indiana (the following eleven (11) describe courses being along the Southerly and Westerly lines of said Holloway Corner Section 1): (1) thence North 39 degrees 58 minutes 42 seconds West 131.60 feet; (2) thence South 85 degrees 52 minutes 49 seconds West 93.43 feet; (3) thence North 35 degrees 13 minutes 06 seconds West 128.26 feet; (4) thence South 54 degrees 46 minutes 54 seconds West 18.00 feet; (5) thence North 35 degrees 13 minutes 06 seconds West 290.00 feet; (6) thence South 54 degrees 46 minutes 54 seconds West 17.18 feet; (7) thence North 35 degrees 13 minutes 06 seconds West 170.00 feet; (8) thence South 54 degrees 46 minutes 54 seconds West 49.46 feet; (9) thence North 35 degrees 13 minutes 06 seconds West 120.00 feet; (10) thence South 54 degrees 46 minutes 54 seconds West 8.42 feet; (11) thence North 35 degrees 13 minutes 06 seconds West 170.00 feet; thence South 54 degrees 46 minutes 54 seconds West 290.00 feet; thence South 43 degrees 50 minutes 46 seconds West 102.44 feet; thence South 21 degrees 37 minutes 41 seconds West 105.65 feet; thence South 00 degrees 56 minutes 12 seconds East 105.65 feet; thence South 22 degrees 30 minutes 53 seconds East 98.55 feet; thence South 30 degrees 13 minutes 55 seconds East to the said North right-of-way line of the C.C.C. & St. Louis Railroad 269.06 feet; thence South 70 degrees 03 minutes 55 seconds East on and along said North right-of-way line 1032.29 feet to the POINT OF BEGINNING; containing 6.63 acres, more or less; subject to all easements, restrictions and rights-of-way of record.

DUTY ENTERED
FOR TAXATION

DEC 30 1997

EXHIBIT A

CERTIFICATE OF CORRECTION

I, the undersigned, a Registered Land Surveyor, do hereby certify that Holloway Corner, Section II, was recorded in the Office of the Recorder of Hendricks County, Indiana, on December 13, 1995, recorded in Plat Cabinet 3, Page 1 & 2, Slide 132 as Instrument No. 95-21655. Said Instrument was prepared by Benchmark Consulting, Inc., and was Certified by Donn M. Scollen on December 8, 1995.

I further certify that said plat was recorded inadvertently with information as highlighted on this Exhibit "A". Said plat should be corrected as shown on the attached Exhibit "B".

Certified this 10th day of December, 1997.

[Signature]

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

SHEET 1 of 2
HOLLAWAY CORNER
SECTION II

LEGAL DESCRIPTION

A part of the Northwest Quarter of Section 4, Township 16 North, Range 1 East of the Second Principal Meridian, Brown Township, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section; thence North 60 degrees 01 minute 18 seconds East on and along the East line of said Quarter Section 112.34 feet to the POINT OF BEGINNING, said point also being on the North right-of-way line of the C.C.C. & St. Louis Railroad; thence continuing North 06 degrees 01 minute 18 seconds East on and along said East line 458.17 feet to the Southeast corner of Holloway Corner Section I as per plat thereof recorded as Instrument Number 13300 in Plat Cabinet 2, Page 1, Slide 188 in the Office of the Recorder of Hendricks County, Indiana (the following eleven Scroll 1) describe courses being along the Southerly and Westerly lines of said Holloway Corner Section I: (1) thence North 89 degrees 58 minutes 41 seconds West 131.60 feet; (2) thence South 85 degrees 52 minutes 49 seconds West 93.43 feet; (3) thence North 35 degrees 13 minutes 06 seconds West 128.28 feet; (4) thence South 54 degrees 46 minutes 54 seconds West 19.00 feet; (5) thence North 35 degrees 13 minutes 06 seconds West 290.00 feet; (6) thence South 54 degrees 46 minutes 54 seconds West 17.18 feet; (7) thence North 35 degrees 13 minutes 06 seconds West 170.00 feet; (8) thence South 54 degrees 46 minutes 54 seconds West 43.46 feet; (9) thence North 35 degrees 13 minutes 06 seconds West 120.00 feet; (10) thence South 54 degrees 46 minutes 54 seconds West 8.42 feet; (11) thence North 35 degrees 13 minutes 06 seconds West 170.00 feet; thence South 54 degrees 46 minutes 54 seconds West 280.00 feet; thence South 45 degrees 50 minutes 46 seconds West 102.44 feet; thence South 21 degrees 37 minutes 41 seconds West 105.65 feet; thence South 00 degrees 56 minutes 12 seconds East 105.65 feet; thence South 22 degrees 30 minutes 53 seconds East 98.55 feet; thence South 30 degrees 13 minutes 55 seconds East to the said North right-of-way line of the C.C.C. & St. Louis Railroad 269.96 feet; thence South 70 degrees 03 minutes 55 seconds East on and along said North right-of-way line 1032.29 feet to the POINT OF BEGINNING; containing 14.83 acres, more or less; subject to all easements, restrictions and rights-of-way of record.

EXHIBIT "B"

CERTIFICATE OF CORRECTION

I, the undersigned, a Registered Land Surveyor, do hereby certify that Holloway Corner, Section II, was recorded in the Office of the Recorder of Hendricks County, Indiana, on December 13, 1995, recorded in Plat Cabinet 2, Page 1 & 2, Slides 132 as Instrument No. 95-21555. Said instrument was prepared by Benchmark Consulting, Inc., and was Certified by Donn M. Scotten on December 8, 1995.

I further certify that said plat was recorded inadvertently with information as highlighted on the attached Exhibit "A". Said plat should be corrected as shown on this Exhibit "B".

Certified this 10th day of December, 1997.

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

SHEET 2 of 2
HOLLAWAY CORNER COMMUNITY
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS, made this 16th day of September 1994, by
Hollaway Hilles Associates, Inc., hereafter referred
to as the "Declarant";

WITNESSETH:

WHEREAS, the Declarant is the sole owner of certain
real property located in Hendricks County, Indiana, and
described as follows:

See attached Exhibit "A"

AND, WHEREAS, the Declarant desires that a dignified,
high quality residential community be developed and
maintained on the said property, that all site planning,
building and landscaping be attractive and harmonious with
the surroundings and that the peaceful character of the
property be protected; and, to these ends, desires to
subject the property to the covenants, conditions and
restrictions hereinafter set forth, it being intended that
such covenants, conditions and restrictions shall run with
the land and shall be binding upon all persons and entities
having or acquiring any right, title or interest in any
portion of the said property, and shall inure to the benefit
of each owner thereof;

NOW, THEREFORE, Declarant, for and in consideration of
the premises and the covenants contained herein, does hereby
impose upon the said real property the following protective
covenants, conditions, and restrictions:

I.
DEFINITIONS

1. The word "Lot" shall mean any of the lots located
within the above described property; and

2. The word "structure" shall mean any building,
fence, walkway, driveway, swimming pool, tennis
court, solar or energy devices, antennas, exterior
lighting, or other item constructed on a Lot, and
all additions or alterations to any of the
foregoing.
II.
LAND USE AND BUILDING TYPE

The Lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single family dwelling, and attached private garage. Such dwelling shall not exceed two stories in height exclusive of the basement, and shall be used for private dwelling purposes only, by one family only. Such dwelling shall contain a minimum amount of sixteen hundred square feet for a ranch style home and a minimum of eighteen hundred square feet for a multi-story home. All homes must be submitted to the Developer with plans, specifications and builder if known. Square footage will be determined by finished interior ground floor living area (exclusive of basements, porches, decks, patios and garages.) Ground floor living area shall include living area in upper levels.

III.
PARTIAL CONSTRUCTION, COMPLETION OF CONSTRUCTION

No foundation or basement of a building shall be constructed on any Lot except as an integral part of a continuous process of constructing the main structure of such building, which construction must proceed uninterrupted until the structure is completed. The construction of a building, once begun, must be completed (including, without limitation, all landscaping and exterior painting) within 180 days after its commencement. No dwelling shall be occupied until it is completed.

IV.
STANDARD OF QUALITY OF WORKMANSHIP AND MATERIALS.

With respect to construction of improvements on any Lot, it is required that the standard of architectural design, materials, and workmanship be of superior quality.
V.

APPROVAL OF PLANS/BUILDER AND SPECIFICATIONS BY DEVELOPER

No structure shall be erected, placed or (externally) altered on any Lot until the plans/builder selected and specifications therefore (including elevations, materials of exterior, and site plan showing the location of the structure with grading modifications) shall have been approved by the Developer in writing. This paperwork should be directed to Mr. Mark Sanders/C/O Sanders Development Group, 6051 S. Indianapolis Rd., Whitestown, IN 46075.

One copy of all information will be retained by the developer for their files.

VI.

TEMPORARY STRUCTURES, BOATS, AND TRAILERS

No structure of a temporary character, commercial or public vehicle, recreational vehicle, boat, house trailer, camping trailer, quonset hut, shack, privy or satellite dish, mini barns except for children's play tents and wooden playsets, shall be erected, placed or allowed to remain on any Lot; provided, that a boat, a commercial or public vehicle, a camping trailer, a truck-mounted camper, a recreational vehicle, or similar vehicle may be kept on a Lot if it is enclosed in a garage, in a manner approved in writing by the Developer.

VII.

NUISANCES

No noxious or offensive activity shall be carried on in any area of the subdivision, nor shall anything be done or permitted to remain on any Lot, which may be or become a nuisance to a neighboring owner or resident.
VIII.

USE OF LOTS

No Lot or any part thereof shall be used for the conduct of any business, commerce or profession.

IX.

ANIMALS, LIVESTOCK, AND POULTRY

No wild animals, livestock, or poultry of any kind shall be kept or maintained or bred on any Lot for commercial or any other purposes.

X.

SIGNS

No sign, billboard, or advertising matter shall be erected or displayed on any Lot, except as follows after Developer approval of sign:

1. During construction of a dwelling, one non-illuminated sign, not exceeding three feet by four feet in dimension, may be displayed on a Lot for the identification of the builder.

2. A temporary, non-illuminated sign, not more than four square feet in area, advertising the property for sale or rent, may be displayed on a Lot.

XI.

SUBDIVISION OF LOTS PROHIBITED

No Lot shall be further divided or resubdivided. Alteration of boundary lines between Lots may be accomplished with the prior written consent of the Developer and in conformity with applicable ordinances and requirements of Hendricks County Planning Commission or Town of Brownsburg.

XII.

REMOVAL OF MATERIAL FROM LOT;
CHANGE OF NATURAL CONTOUR OF LOT;
CONSTRUCTION BY OWNERS OF DRIVEWAY ENTRANCES AND APRONS

Except for necessary excavation and grading in
connections with construction (in conformity with this Declaration) of improvements on a Lot, no fill, dirt, muck, or rock shall be removed from any Lot, nor shall the elevation of any portion thereof be changed in any manner, without the prior written approval of the Developer. No owner of a Lot shall cause, suffer, or permit the alteration by unnatural means, obstruction or diversion of the flow of surface water across his Lot, without the prior written consent of the Developer. Construction of driveway entrances and aprons shall be the responsibility of the Lot owner, and such construction shall not interfere with surface water drainage on or onto the road.

XIII.

MAINTENANCE OF LOT AND PROTECTION OF ADJACENT PROPERTY DURING CONSTRUCTION

Each Lot owner shall protect the streets and street shoulders from damage related to construction activities with respect to his Lot, and agrees to keep the streets and driveways clear of equipment and building materials. In connection with any construction, the Lot owner shall take appropriate precautions in excavation and movement of earth, so as to prevent siltation and unnecessary erosion, and he shall also comply at his expense with all applicable governmental laws and regulations regarding siltation control. The streets within the subdivision shall be cleaned by the Lot owner whenever construction activity on his Lot results in a significant accumulation of dirt or debris; and if the Lot owner should fail to do so, after notification from the Declarant that such cleaning is required, then the Declarant may perform such cleaning and charge the reasonable cost thereof to the Lot owner. The foregoing shall in no way create an obligation on Declarant to clean the streets under any circumstances.

XIV.

GARBAGE AND REFUSE DISPOSAL

Refuse and refuse containers shall not be permitted to remain in public view except on days of trash collections. No accumulation of storage of litter, construction debris, or trash of any other kind, shall be permitted on any Lot. Each builder shall provide a dumpster and port-o-let for each home being constructed.

XV.

USE OF OUTSIDE CLOTHESLINES
No clothing, laundry or wash shall be aired or dried on any portion of any Lot visible from the road or from another Lot.

XVI.

FENCES

No fences of any kind may be erected or constructed on any portion of any Lot without approval from Developer and/or Architectural Committee.

XVII.

MAILBOXES AND EXTERIOR YARD LIGHT

All Lot owners will use the same design of mailbox and posts to be chose by the Developer; the cost of such items will be the Lot owner. All Lot owners will install a yard light in style with the house elevation and the cost of installation is the Lot owner.

XVIII.

ENFORCEMENT

Enforcement of the restrictions and covenants herein contained shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same, which proceedings may be either to restrain such violation or to recover damages or both; and such proceedings may be brought or prosecuted by the Declarant, its successors or assigns, or by any person or persons owning any Lot or interest therein, or both. Without restricting the generality of the foregoing, any such owner or owners, or the Declarant or its successors or assigns, in lieu of or in addition to any other legal or equitable remedy, may seek an order from a court of competent jurisdiction permitting it or them to enter upon the property where such violation exists and summarily to abate or remove the same, using such force as may be reasonable necessary, at the expense of the owner of such property. Neither the person or persons entering nor the person or persons directing the entry shall be deemed liable for any manner of trespass for such action. In any proceeding to enforce any of these
covenants or restrictions, the party against whom enforcement is obtained shall pay the enforcing parties' costs and attorney's fees.

IXX.

SEVERABILITY

Invalidation of any of these covenants by a judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

XX.

MAINTENANCE OF LOT

Any lot purchased by Lot Owner shall be maintained before construction begins. Each lot shall be mowed and weeds kept below a reasonable height at all times. This upkeep will be enforced at all times and if Owner does not keep within these guidelines, Developer will mow and bill directly to Lot Owner.

XXI.

STREET SIGNAGE

Street signs including street names and stop signs have been installed with above grade materials as determined by The Town of Brownsburg. Replacement of any signage will be the responsibility of the Developer and when the development is relinquished to Homeowners Association it will then be the Associations responsibility and cost to maintain.

XXII.

EXCLUSIONS

Notwithstanding any other provision of this Declaration, nothing herein shall be construed to prevent the Declarant, or any other party constructing improvements in conformity with the provisions hereof, from permitting commercial vehicles and construction equipment to enter and remain on the street or on the Lot being improved, or from storing materials and supplies on such Lot, all to the extent reasonable necessary to facilitate such construction.
XXIII.
DURATION

These covenants and restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the owner of any Lot, his legal representatives, heirs, successors, and assigns.

These covenants and restrictions may at any time be amended or revoked by an instrument signed by the owners of all Lots.

"DECLARANT"

HOLLAWAY HILLS ASSOCIATES, INC.

BY Mark E. Sanders, President

STATE OF INDIANA  )
COUNTY OF BOONE  ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Mark E. Sanders, President of Hollaway Hills Associates, Inc., who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions.

Witness my hand and Notarial Seal this 14 day of September, 1994.

Belinda J. Crepe, Notary

My Commission Expires:
8/24/96

County of Residence: Clinton
# REVISED HOLLAYW CORNER COMMUNITY
# COVENANTS, CONDITIONS AND RESTRICTIONS

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REVISED COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HOLLAYW CORNER, SECTIONS I AND II

These Revised Covenants, Conditions and Restrictions for Hollaway Corner, Sections I
and II, (hereafter referred to as the "Declaration") are made this 30th day of September, 1999 by
Hollaway Hills Associates, Inc., an Indiana Corporation and the Lot Owners of Hollaway Corner
Subdivision Sections I and II (hereinafter referred to together as "Declarants");

CROSS-REFERENCE

These Revised Covenants, Conditions and Restrictions affect certain real estate platted as
and known as Hollaway Corner, Section I as per the plat recorded September 14, 1994 in the
office of the Hendricks County Recorder in Plat Cabinet 3, Slide 188, page 1; and Hollaway
Corner, Section 2 as per the plat recorded in the office of the Hendricks County Recorder in Plat
Cabinet 3, Slide 132, pages 1 & 2 on December 13, 1995

RECITALS

A. Whereas, the undersigned Declarants are all of the Owners of platted lots within
said Hollaway Corner, Sections I and II; and

B. Whereas, there currently exists the Hollaway Corner Community Covenants,
Conditions, and Restrictions recorded September 14, 1994 in Miscellaneous Book 143, pages 555
through 562, in the office of the Recorder of Hendricks County, Indiana (hereinafter called the
"Prior Declaration"); and

C. Whereas, Declarants desire to release and declare null and void the Prior
Declaration and enforce this Declaration; and

D. Whereas, Declarants desire to provide for the preservation and enhancement of
Hollaway Corner and the common facilities therein contained, and, to this end, Declarants desire
to subject each Lot within the development to certain rights, privileges, covenants, conditions,
restrictions, easements, assessments, charges and liens, each and all to the extent herein
provided, for the benefit of the each Lot and each Owner of all or part thereof;

DECLARATION

Now, therefore, Declarants hereby declare each of the following:

1. That the Prior Declaration is null and void and that all Lots within Hollaway Corner,
Sections I and II, are no longer subject to the same; and

2. That each Lot and all Lots shall be held, conveyed, encumbered, leased, rendered,
used, occupied and improved subject to the following covenants, conditions and restrictions,
which shall run with each Lot and be binding on each party having any right, title or interest in any
Lot or Lots, and his, her or its heirs, beneficiaries, successors, assigns and personal and legal
representatives, and which covenants, conditions and restrictions shall inure to the benefit of the
Owners and each and every one of the Owner's successors in title to any Lot or Lots.

ARTICLE I

Definitions

Section 1.01 Declaration: "Declaration" shall mean this instrument, together with any
amendments or changes hereto which are hereafter made and evidenced as herein required.
Section 1.02 Developer: “Developer” shall mean Hollaway Hills Associates, Inc.

Section 1.03 Lot: “Lot” referred to in the plural thereof as “Lots”, shall mean any of the Eighty Seven (87) lots defined as such pursuant to the recorded plats of Hollaway Corner, Sections I and II.

Section 1.04 Owner: “Owner”, referred to in plural as “Owners”, shall mean and refer to the record owner, whether one or more persons or entities, their respective heirs, beneficiaries, successors, assigns and personal legal representatives, of the legal title to any Lot, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation. Developer shall also be considered an Owner for purposes of this Declaration for so long as, and to the extent that, Developer owns a Lot or Lots.

Section 1.05 Driveway: “Driveway”, referred to in the plural as “Driveways”, shall mean that portion of any Lot developed and hard surfaced for the purpose of permitting ingress and egress to and from such Lot from any public road, easement or private roadway.

Section 1.06 Lot Development Plans: “Lot Development Plans” shall mean and consist of the following plans: (i) a site plan, prepared by a licensed civil engineer or registered surveyor approved by Developer, showing existing improvements on a Lot, any proposed alteration of the topography, elevation or natural state of the Lot in connection with the improvement thereof or any construction thereon, and locating thereon all proposed improvements and structures showing finished floor elevations and details relating to drainage; (ii) complete house building and/or accessory structure plans, including structural details, exterior elevations and floor plans; (iii) material plans and specifications; (iv) detailed landscaping plans describing the size and name of all plantings as well as location and size of trees which will be removed as part of the construction process; (v) all other data or information which Developer may reasonably request.

Section 1.07 Home Owners’ Association: “Home Owners’ Association” or “Association” shall mean the Hollaway Corner Homeowners Association, Inc., a nonprofit corporation, the membership and powers of which are more fully described in Article IV of this Declaration, or such other legal entity as may be formed as a successor thereto.

Section 1.08 Architectural Review Board: “Architectural Review Board” shall mean and refer to that committee or entity established pursuant to Article III, Section 3.05 of this Declaration for the purposes herein stated.

Section 1.09 Articles: “Articles” shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time.

Section 1.10 By-Laws: “By-Laws” shall mean and refer to the Code of By-Laws of the Association, as the same may be amended from time to time.

Section 1.11 Board: “Board” or “Board of Directors” shall mean and refer to the governing body of the Association elected, selected or appointed as provided for in the Articles, By-Laws and this Declaration.

Section 1.12 Subdivision: “Subdivision” shall mean the recorded plats of Hollaway Corner, Sections I and II, and any subsequent plat amendment recorded thereto.

Section 1.13 Maintenance Costs: “Maintenance Costs” shall mean all of the costs necessary to keep the facility or improvements which the Property Owners’ Association has determined is for the common good, operational and in good condition, including but not limited to (i) the costs for all upkeep, maintenance, repair or replacement of all or any part thereof, (ii) payment of all insurance premiums and taxes imposed thereon and on the underlying easement of right-of-way, and any other expense related to the continuous operation thereof and (iii) costs
associated with the operation of the Property Owners' Association or incurred in connection with the enforcement of the terms and provisions of this Declaration.

Section 1.14 Common Areas: "Common Areas" shall mean those areas described as Common Areas on a Plat and set aside for conveyance to the Home Owners Association.

ARTICLE II

Character of Lots

Section 2.01 in General: Every Lot or group of Lots referred to in these covenants shall be used exclusively for single family residences and accessory uses and purposes or as designated common areas. Two family dwelling or doubles are specifically prohibited in this subdivision.

Section 2.02 Improvement and Development of Lots: No Lot shall be further divided to create any additional tract upon which a single family residence and improvements otherwise permitted hereunder may be constructed, nor shall any improvements be made thereto or construction commence, proceed or continue thereon, except in strict accordance with the terms and provisions of this Declaration. Not more than one (1) single family dwelling house, together with attached garage and such related accessory structures and recreational facilities as may be permitted by this Declaration shall be constructed, altered, placed or permitted to remain on any Lot. In the event of multiple Lot ownership, no single family dwelling house shall be constructed on or across a portion of more than (1) Lot without the express written consent of Developer or his assigns, per section 3.05.

Section 2.03 Occupancy: No dwelling house constructed on a Lot shall be occupied or used for residential purposes or human habitation until it is substantially completed. The determination of whether the dwelling house has been "substantially completed" shall be made by Developer and the Town of Brownsburg, and such decision shall be binding on all parties affected thereby.

ARTICLE III

Developer

Section 3.01 Developer: The powers and authorities contained in this Article shall be vested in Developer and the covenants, conditions and restrictions in Article V of this Declaration shall be administered and enforced by Developer, or their designated successors and/or assigns. Developer's administration and enforcement of such covenants, conditions and restrictions shall include, but not be limited to, approval of Lot Development Plans prior to the improvement of any Lot. Neither the exercise of such administration and enforcement duties by Developer, nor the approval of any Lot Development Plans by Developer, shall relieve any Owner of any duty and obligation imposed by this Declaration or compliance with the covenants, conditions or restrictions as the same are recorded in the Office of the Hendricks County Recorder. In the event that a written approval of Development Plans is not received from Developer within thirty (30) days from the date submittals are made, the failure to issue such written approval shall mean the disapproval thereof. In the event of disapproval, Developer shall give a short statement of the reason or reasons for such disapproval within ten (10) days following receipt of a written request to do so from the Owner. The Developer shall not unreasonably withhold approval and shall act in a manner which is neither arbitrary or capricious. However, Developer reserves the right to unilaterally deny approval of Lot Development Plans if the single family dwelling is inconsistent as to design, color, building materials, size or costs with adjacent lots.

Section 3.02 Powers of Developer: No Lot shall be developed and no single family dwelling house, accessory building, driveway or other structure or improvement of any type, kind or character shall be constructed, placed, altered or permitted to remain on any Lot in the
Subdivision without the prior written approval of Developer. Any required approval shall be requested by an Owner by written application to Developer. Such written application shall be made in the manner and form prescribed by two (2) complete set of Lot Development Plans as defined in Section 1.06 of these Declarations, and such other information as may be reasonably required by Developer. The authority given to Developer is for the purpose of determining whether the proposed improvement and development of a Lot is consistent with the terms and provisions of this Declaration, is consistent with and meets Developer’s overall plans for improvement and development of the Real Estate and is compatible and consistent with the development of other Lots. In furtherance of the foregoing purposes, Developer is hereby given discretion as to matters related to location, building orientation, layout, design, architecture, color schemes and appearance in approving Lot Development Plans. Any house, building or other accessory structure plans included as a part of any application to Developer for required approvals shall set forth the color and composition of all exterior materials proposed to be used and any site plan submitted shall describe and detail all proposed landscaping and include any other material or information which Developer may reasonably required to be submitted to Developer shall be drawn to a scale of 1" = 10', or to such other scale as Developer may require.

Section 3.03 Liability of Developer: Neither Developer, nor any agents, successors or assigns, shall be responsible in any way for any defects in any plans, specifications or other materials submitted for review, whether or not approved by Developer, nor for any defects in any work done in accordance therewith. Developer shall not be liable to any person, firm, corporation or other legal entity aggrieved by Developers exercise of (or failure to exercise) any of his powers as specified in Section 3.02 hereof, and shall have no liability whatsoever which is claimed or alleged to result, in whole or in part, upon refusal by Developer to approve Lot Development Plans submitted to Developer.

Section 3.04 Inspection: Developer, the Property Owners’ Association or their assigns and the Hendricks County Plan Commission shall have the right to go upon any Lot, without being a trespasser, to inspect any work being performed thereon, in order to assure compliance with this Declaration and conformity with Lot Development Plans and with any other plans or sprinklers made, upon which any approvals required by this Declaration are based.

Section 3.05 Assignment of Duties: All of the duties, responsibilities and rights held by Developer under this Declaration shall be exercised and administered by Developer in good faith until such time, if any, as they may be assigned by Developer to the Architectural Review Board referenced by this Declaration or any other legal entity formed as a successor thereto. Any such assignment shall be at the option and sole discretion of Developer and may be made at any time.

ARTICLE IV
Association of Property Owners and Assessments

Section 4.01 Association of Property Owners: In order to provide for the continuing maintenance and administration of the Subdivision, there has been established an incorporated association of Owners of Lots in Holloway Corner known as Holloway Corner Homeowners Association, Inc. ("Property Owners’ Association"). The Property Owners’ Association will be governed according to the Articles of Incorporation filed with the Secretary of States office on September 20, 1995, and the By-laws of record executed on the same date. The Articles and By-laws may be amended from time to time. The Association shall be comprised of and limited in members to the Owners from time to time of the Lots within the Subdivision. Membership in the Property Owners’ Association shall commence immediately upon becoming an Owner and continue for so long as ownership of a Lot or Lots continues. At such time as an Owner conveys title and ceases to be an Owner, membership in the Association shall terminate. A new Owner of a Lot shall automatically become a member. Although an Owner need not participate in the administration of the Subdivision, all Owners and the ownership of any Lot or Lots shall be subject to any and all rules and regulations duly established by the Property Owners’ Association (as well as being subject to the rights of Developer and the terms and provisions of this Declaration) and
shall be liable for the payment of all assessments levied by the Property Owners' Association. The Property Owners' Association may assign or otherwise transfer its rights, responsibilities and duties under this Declaration to any legal entity which may be formed as a successor thereof. Any such assignment or transfer shall be in writing and shall be effective when written evidence thereof is duly recorded with reference to this Declaration in the office of the Recorder of Hendricks County, Indiana.

Section 4.02 Rights and Duties of the Property Owners' Association: The Property Owners' Association shall be responsible for the following:

a) Protection, surveillance and replacement of the Common Areas and signs within the Landscape Easements including, but not limited to, landscaping, maintenance and upkeep.

b) Provide for the operation management and maintenance of any facilities, located or to be located within the Common Areas and Landscape Easements.

c) Association shall also obtain any insurance required by law to be maintained and such other insurance as Board shall from time to time deem necessary, advisable or appropriate, including but not limited to liability, officers' and directors' liability policies.

d) Determination of general and special assessments levied against the Owners.

e) Promulgation and enforcement of the rules and regulations in this Declaration or as otherwise duly promulgated by the Owners.

f) Exercise of the powers vested in the Property Owners' Association by this Declaration or by Articles of Incorporation and By-Laws of any successor corporation thereto.

Section 4.03 Meetings of the Property Owners' Association and Voting Rights: Business of the Property Owners' Association shall be conducted at meetings of this Association. Meetings of the Association will be held in accordance with Article III of the By-Laws of the Association. As per the By-Laws, the Association shall have the following classes of membership with the following voting rights:

a) Class A: Class A members shall be all Owners of Lots in the Subdivision with the exception of the Developer. Each Class A member shall be entitled to one (1) vote for each Lot of which such member is the Owner. When more than one (1) person constitutes the Owner of a particular Lot, all such persons shall be members of the Association, but all of such persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

b) Class B: The Class B members shall be Developer. Developer shall be entitled to three (3) votes for each Lot of which it is the Owner. The Class B membership shall cease and terminate on the date upon which the Developer no longer owns any Lots in the Subdivision. The Developer shall not assign his rights under this section.

Section 4.04 Assessments: The Property Owners' Association shall have the power to levy uniform, general and special assessments against Lot Owner equally, without regard to the size of a Lot relative to any other Lot in the Subdivision.

Section 4.05 Creation of a Lien and Personal Obligation of Assessments: Developer hereby covenants and each Owner of each Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Property Owners' Association, general and special assessments, such assessments to be established and collected as provided in this Article IV. Until paid in full, an assessment not paid when due,
together with interest thereon (at a percentage rate per annum equal to the then current Indiana statutory maximum annual interest rate) and costs of collection (including reasonable attorneys' fees filing fees and court costs) shall be continuing lien upon the Lot against which such assessment is made. Each assessment, together with interest and costs of collection shall also become and remain, until paid in full, the personal obligation of the Owner at the time when the assessment first became due and payable. The Property Owners' Association may, at its option, bring a suit against the Owner (and if more than one, either jointly or severally) to recover a monetary judgment for any unpaid assessment without foreclosing the lien for such assessment or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Property Owners' Association shall be entitled to recover interest and the costs and expenses of such action, including, but not limited to, reasonable attorneys' fees and court costs.

Every Owner of a Lot and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified that such liens may exist upon the Lot and agree that such liens are valid and shall be paid.

**Section 4.06 Purpose of Assessment:** General or special assessments levied by the Property Owners' Association shall be used exclusively to exercise those powers and advance those purposes for which the Property Owners' Association has been formed by this Declaration.

**Section 4.07 Basis for Assessment:** Except as provided in Section 4.09 hereof, general or special assessments levied by the Property Owners' Association shall be assessed uniformly against each Lot and each Owner thereof, regardless of whether any such lot is improved or unimproved and without regard to the type of improvements constructed on any Lot, or the extent of use of the facilities and improvements for which any assessment, general or specified, is made.

**Section 4.08 Annual Meeting, Adoption of Budget and General Assessment:** Prior to February 15 of each year, the Association shall hold an annual meeting with notice to all Owners in the manner required by the By-Laws. At the annual meeting, the Owners shall elect a Board of Directors and shall adopt a proposed annual budget. The budget shall be presented for allocation of anticipated expenses in such a manner that the obligations imposed by this Declaration will be met and shall further outline anticipated expenses and obligations for the period covered thereby. Following approval of the budget, the Chairman and Secretary-Treasurer shall fix a uniform general assessment against each Lot (and the Owner thereof) in an amount necessary to defray the expenses and obligations budgeted, together with an amount, if any, approved by the Owners to permit establishment of and/or contribution into a reserve account in order to defray anticipated future capital expenditures. Notice of the uniform general assessment shall be sent by the Secretary-Treasurer to each Lot Owner as soon as practicable following the annual meeting. Unless otherwise determined by majority vote of the Owners, the general assessment established shall be paid in full to the Secretary-Treasurer of the Property Owners' Association in one (1) installment on or before March 31 of the same year. Upon receipt of payment, the Secretary-Treasurer shall deposit the amounts in an account opened and maintained in the name of the Property Owners' Association at a state or national bank having its principal banking offices in either Brownsburg or Indianapolis, Indiana. Withdrawals from such account shall be made only upon the approval of both the Chairman and Secretary-Treasurer signing jointly, unless otherwise decided by the Owners in a vote, and only for a purpose or purposes set forth in this Declaration.

**Section 4.09 Special Assessments:** In addition to the general assessment, the Property Owners' Association may levy in any calendar year one (1) or more uniform special assessments against each Lot (and the Owner thereof) for the purpose of defraying, in whole or in part, any unanticipated expenses or obligations or the costs of any construction major reconstruction, repair, replacement or maintenance of any, and any improvement required, provided that the levy of any such special assessment must be approved by a majority of Owner(s) of the Lots who are voting in person or by written proxy at a special meeting of Owners duly called for such purpose, subject to written notice delivered in person or sent by first class United States mail at least ten (10) days in advance to each Owner of the time, place and purpose of such meeting. Following
approval of the levy of any such special assessment, the vote of the Owner(s) of at least a majority of the Lots shall establish the date or dates any such special assessment shall become due, and the manner in which it shall be paid to the Secretary-Treasurer for deposit in the Property Owners' Association account established and maintained for use consistent with the purpose or purposes for which such special assessment was levied.

Section 4.10 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein against a Lot shall be subordinate to the lien of a recorded bona fide first mortgage covering such Lot and subordinate to any tax or special assessment lien of such Lot in favor of any governmental taxing or assessing authority. The sale or transfer of a Lot shall not affect the assessment lien. The sale or transfer of a Lot pursuant to a bona fide mortgage foreclosure proceedings or any other bona fide proceeding in lieu thereof shall, however, extinguish the lien of such assessment as to any payment which became due prior to such sale or transfer. No such sale or transfer shall release a Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.11 Duties of the Board of Directors of the Property Owners' Association: The Board of Directors of the Property Owners' Association shall have certain duties in addition to those set forth in the By-Laws. They shall attend to and handle the day to day affairs of the Property Owners' Association and such other duties delegated to them by the Owners. All acts taken and things done shall be measured by a standard of reasonable care and Board members shall not have any liability to an Owner(s) of the Property Owners' Association unless acting in bad faith in a manner inconsistent with the terms and provisions of this Declaration. Notwithstanding the forgoing, in no event (except in the case of a bona fide emergency involving a total expenditure not exceeding One Thousand Dollars ($1,000.00) or such other amount from time to time established by the Owners) shall the Board of Directors have any right, privilege or authority to contract for, solicit, hire or otherwise obtain services or materials which are not included within and covered by the budget then applicable or which are otherwise funded by a special assessment levied in accordance with Section 4.08 hereof.

Section 4.12 Receipt For Payment: The Property Owners' Association shall, within twenty (20) days after demand made at any time, furnish a receipt in writing signed by the Secretary-Treasurer of the Property Owners' Association, specifying that the assessment respecting a Lot has been paid or that certain assessments remain unpaid, as the case may be. Such receipts shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE V

LOT DEVELOPMENT

Section 5.01 Lot Development: Prior to the development, improvement or alteration of, or the construction on or addition to, a Lot or Lots, the Owners thereof shall first obtain written approval from Developer of the Lot Development Plans as required by Article III of this Declaration. Any improvement, development or alteration of a Lot or Lots, and any construction thereon or addition thereto, shall strictly comply with this Article V. In the event of a conflict between a set of duly approved Lot Development Plans and the terms and provisions of this Article V, the terms and provisions of this Article V shall control.

Section 5.02 Type, Size and Nature of Construction Permitted: No single family dwelling house, garage, driveway, deck, patio, porch, fence, swimming pool, tennis court or other recreational facility permitted by this Declaration shall be erected, placed or altered on any Lot or in the common areas without the prior written approval of Developer or Home Owners Association. Such approval shall be obtained prior to the commencement of construction and shall be subject to the following limitations:

a) No structure or building shall be erected, altered, placed, or permitted to remain on any
Lot other than one single family dwelling not exceeding two and one-half (2 1/2) stories in height, one private attached garage for a minimum of two (2) vehicles, maximum of four, and such other structures related to swimming pools, tennis courts and other recreational facilities which are usual and incidental to the use of the Lot for a single family residential purposes.

b) The minimum finished floor area of a dwelling house constructed on a Lot, exclusive of open or screened porches, attached garages and basements or below grade levels, shall be Sixteen Hundred (1600) square feet in the case of a one story residence and Eighteen Hundred (1800) square feet in the case of a multi-story residence.

c) No single family dwelling house, garage or structure of any kind shall be moved onto any Lot and all materials incorporated into the construction thereof shall be new, except that used brick, weathered barn siding or the like, or interior design features utilizing other than new materials, may be approved by Developer. No tent, basement, garage, barn or other structure shall 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 single family dwelling on a Lot.

d) Outbuildings, including, but not limited to, mini-barns, storage sheds, pole barns, or indoor pools with track roofs or canvas dome covers are specifically prohibited in this Subdivision. Gazebos are permitted if design and location are approved by the Developer.

e) The concrete or block foundation of any single family dwelling house or other structure constructed on a Lot shall be covered on the exterior with wood, brick or stone veneer so that no portion of the exterior theretofore is left exposed above ground.

f) All single story residences shall have brick or stone exteriors on the entire front and side elevations, excluding windows and doors. All residences constructed prior to the recordation of this Declaration that are nonconforming to this Section 5.02(f) shall be permitted.

g) No house or other structure shall contain aluminum or vinyl siding. Further, no plywood or other sheets of wood with dimensions of four (4) feet by eight (8) feet may be used for exterior siding.

h) No open loop geothermal heat pumps shall be allowed.

i) Exterior paint must be natural shades of blue and yellow.

Section 5.03 Tree Preservation: Existing mature trees (having a trunk in excess of six (6) inches in diameter measured at a point three (3) feet from undisturbed ground) shall be preserved to the extent that the removal thereof is not mandatory in connection with the construction of an approved single family dwelling house, unless the removal thereof is otherwise specifically approved by Developer or any such tree is dead or decayed and dangerous.

Section 5.04 Completion of Construction: All construction upon a Lot shall be completed in strict accordance with the Lot Development Plans approved by Developer. The exterior of any dwelling house built upon a Lot, completion of such construction shall be completed within six (6) months after the date of commence of the excavation and the site graded and any areas to be covered with grass shall be seeded or sodded. Each Lot shall be kept and maintained in a sightly and orderly manner during the period of construction. All builders will be required to utilize and pay for a thirty (30) cubic yard trash containers for each home during period of construction in order to properly dispose of debris. Every builder or owner shall be required to furnish a Port-O-
Let for their workers during construction. However, multiple builders or owners may combine to provide Port-O-Lets to their workers. During construction, Owner is responsible for any damage to curbs previously installed in the Subdivision by Developer. In the event of damage to a curb by Owner, or Owners' builders, which requires said curb to be repaired or replaced, the Developer shall cause said curb to be replaced and the costs of repair shall be paid by the Owner causing said damage. Landscaping must be completed at the time of construction.

Section 5.05 Storage Tanks: No storage tanks, of any nature, for any use, shall be allowed on or be buried on any Lot.

Section 5.06 Mailboxes: Mailboxes shall be the cost of the Owner. All mailboxes installed throughout the Subdivision will be uniform and will be constructed and installed in a material suitale to Developer at his sole discretion. To the extent that mailboxes are constructed of brick or stone, the Developer and Owners hereby release the Town of Brownsburg from any and all liability due to mailbox damage caused by snowplows or other vehicles owned or operated under control of the Town. Mailboxes shall be maintained by Owner in good working order at all times.

Section 5.07 Driveways and Sidewalks: No Lot shall be permitted to contain more than one driveway and each Lot shall be allowed only one cut onto a public road or private roadway adjoining the property. A driveway constructed on any Lot to and from the Public road or private roadway shall be constructed and maintained so as to provide the sole means of ingress and egress to such Lots for vehicular traffic. Circular drives which provide more than one cut onto a public road or private roadway may be allowed upon approval of the Developer and the Town of Brownsburg.

The driveway on each Lot shall be cut and stone or gravel placed therein prior to development or improvement of the Lot to the extent necessary to avoid the transmission of mud from construction traffic to the Public Road. Upon substantial completion of construction, each driveway shall be constructed of either hard crushed aggregate, concrete, brick or other material acceptable to Developer, excluding asphalt and paving.

Under no conditions shall driveways be constructed over curbs inlets of the storm sewer system within the right-of-way of the public road or private roadway. No driveway shall be placed behind a curb containing these inlet grates.

Sidewalks shall be required and shall be constructed at the cost of Owner at the time of construction of the dwelling house. These shall be constructed in accordance with the specifications required by the Town of Brownsburg.

Section 5.08 Fences, Walls, Hedges or Screen Plantings: No fence, wall, hedge or other screening shall be erected, placed, altered or permitted to remain on any Lot other than as approved (as to location, type, material, design, and height) by Developer under Article III of this Declaration. In no such situation shall such structures or plantings be placed within platted drainage and utility easements or within the right-of-way of a public street. Fences will be constructed of wood, sod stone, brick or stone and shall not exceed four feet (4') six inches (6") in height, however, fences constructed around swimming pools shall not exceed the minimum requirements permitted under state law and other state laws. No chain link, vinyl coated, plastic or wire fencing is permitted. No fence will be allowed on any Lot adjoining the golf course, other than invisible fencing.

Section 5.09 Water Supply and Sewage Disposal Systems: Private water supply (wells) or sewage disposal systems (septic systems) are prohibited on all Lots in the Subdivision as the Subdivision will be served by the Town of Brownsburg.

Section 5.10 Pitches and Swales: The Owner of any Lot on which any part of a drainage
ditch or swale is situated shall keep such portion thereof as may be situated upon his Lot or Lots continuously unobstructed and in good repair, and shall provide for the installation of such culverts upon said Lots as may be reasonably necessary to accomplish the purposes of this subsection, all at each Owner's own cost and expense.

Section 5.11 Ponding and Runoff: No owner shall cause or permit any pond to be created on any Lot, including without implied limitation, from any swale, ditch, stream or creek located on the Real Estate. Further, each owner shall prevent water run-off and the depositing of soil and mud from the Lot onto the street through the use of silt fences installed during the home building process. To the extent that an Owner permits, causes or allows mud to enter onto the streets or private roadways in the Subdivision, during construction or otherwise, the Developer reserves the right to clean the streets and bill or assess the Owner for said costs. The Owner shall pay or reimburse to Developer the reasonable charge for street cleaning and maintenance within thirty (30) days after being billed or assessed therefor.

Except for necessary excavation and grading in connection with construction (in conformity with this Declaration) of improvements on a Lot, no fill, dirt, muck, or rock shall be removed from any Lot, nor shall the elevation of any portion thereof be changed in any manner, without the prior written approval of the Developer. No owner of a Lot shall cause, suffer, or permit the alteration by unnatural means, obstruction or diversion of the flow of surface water across his Lot, without the prior written consent of the Developer.

Section 5.12 Antenna Discs or Other Similar Structures: No exposed radio, cable or television antenna and/or dish larger than 18 inch in diameter shall be permitted within the Subdivision.

Section 5.13 Compacted Fill Material On Lots: Lots may contain compacted fill material. This soil, although it has been properly compacted, may not contain similar engineering properties of undisturbed soil for the purpose of foundation construction. Owners shall be solely responsible for soil compaction, or lack thereof, and each Owner shall hereby relieve the Developer of any and all responsibility or liability for disturbed or undisturbed soil as it relates to the Owner's construction process. Developer makes no promises, representations or warranties, either express or implied, as to the nature, quality or composition of the soil on any individual Lot, as each Owner is responsible for testing and determining the quality and characteristics of soil on their respective Lot.

Section 5.14 Playground Equipment: Any and all playground equipment shall be made of wood as its primary building material. In no event shall any playground equipment be allowed that uses metal or plastic as its primary building material. Playground equipment shall not be placed or located forward of the rear property line on any Lot.

Section 5.15 Clotheslines: There shall be no outside clotheslines.

Section 5.16 Construction, Equipment. Notwithstanding any other provision of this Declaration, nothing herein shall be construed to prevent Developer or Owner from constructing improvements in conformity with the provisions hereof, from admitting commercial vehicles and construction equipment to enter and remain on the street or on the Lot being improved, or from storing materials and supplies on such Lot all to the extend reasonably necessary to facilitate such construction.

ARTICLE VI
Use and Maintenance of Lots

Section 6.01 Vehicle Parking: No vehicle of more than one ton carrying capacity shall be parked on any Lot except while making a delivery or pickup. No car, boat, truck, motor home or trailer that is not in operational condition and bearing the current year's license plate shall be
permitted to remain on any Lot unless kept within a garage. No vehicle of any kind shall park on any road or on any Lot in this subdivision for more than twenty-four (24) hours. No vehicles shall be parked in front of mailboxes.

Section 6.02 Home Occupations: Home occupations shall be permitted only in accordance with the Brownsburg Zoning Ordinance and by approval of the Board of Zoning Appeals for the Town of Brownsburg. However, no signs of any nature, kind or description shall be erected, placed or permitted to remain on any Lot advertising a permitted home occupation.

Section 6.03 Signs: No signs of any kind shall be displayed to public view on any Lot except that one two-sided sign (not exceeding six (6) square feet per side) may be displayed at any time for the purpose of (i) advertising the property for sale or rent, or (ii) a builder to advertise during construction, provided that, said sign is submitted and approved in writing by Developer.

Section 6.04 Maintenance of Tracts and Improvements: The Owner of any Lot shall at all times maintain the Lot and any improvements situatd thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically, each such Owner shall:

a) Mow the Lot or Lots at such time as may be reasonably required;

b) Remove all debris or rubbish;

c) Prevent the erection of any condition that reasonably tends to detract from or diminish the aesthetic appearance;

d) Keep the exterior of all improvements in such a state of repair and maintenance as to avoid their becoming unsightly.

Section 6.05 Animals: Only dogs, cats and similar animals generally and customarily recognized as household pets, not exceeding in the aggregate three (3) in number may be kept or maintained on any Lot as household pets. All animals kept or maintained on any Lot in this Subdivision shall be kept reasonably contained by means of fence, invisible fencing, or other product similar thereto, so as not to become an annoyance or nuisance. No animal shall be kept or maintained on a Lot for commercial purposes or primarily for breeding purposes. All Owners shall clean up after their pets on all Lots. Common Areas and Easements within the subdivision. No dog runs are permitted within the subdivision.

Section 6.06 Garbage, Trash and Other Refuse: The outside burning of garbage or other refuse shall not be permitted on any Lot, nor shall any outside accumulation of refuse or trash be permitted on any Lot. No owner shall allow a trash or recycling receptacle to remain outside for longer than a twenty-four (24) hour period of time.

Section 6.07 Nuisances: No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done thereof which may be, or may become, an annoyance or nuisance to the neighborhood or an owner.

Section 6.08 Maintenance of Undeveloped and Unoccupied Lots: Owners of undeveloped or unoccupied Lots shall at all times keep and maintain such Lots in an orderly manner, causing trees and other growth to be reasonably cut and shall prevent the accumulation of rubbish and debris thereon.

Section 6.09 Yard Lighting: Each Owner shall install and maintain a working yard lighting having a minimum height of at least 6 feet (2) feet above finishing grade in the front yard of the home, between the platted building setback line and the street right-of-way. The type, style and location of said yard light shall be subject to the approval of Developer and in accordance with the style and elevation of the house.
ARTICLE VII

Easements & Street Signs

Section 7.01 Easements: The strips of ground shown on the survey of Lots designated Drainage and Utility Easements ("D&E" or "UE" or "D&UE") either separately or together, are hereby created for the use (including required ingress and egress necessary as a part thereof) of public utility companies, governmental agencies, police, fire, ambulance and other emergency vehicles, and the Owners of the Lots herein as follows:

a) "Drainage Easements" (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of this and adjoining ground and/or the public drainage system. No structures, including fences, shall be built on a Drainage Easement which obstruct flow from the area being served, nor shall any changes be made in the finished grade elevations of any Lot, whether in connection with the construction of improvements thereon or otherwise, so as to modify, alter or change the location or depth of any drainage swales, ditches or other drainage facilities within any such Drainage Easement without the approval of all required, State, County or Municipal authorities from whom approvals are required by law, or which would in any way prohibit, impede, restrict or alter the natural flow of surface water drainage.

b) "Utility Easements" (U.E.) are created for the use of public utility companies, not including transportation companies, for the installation, operation and maintenance of mains, ducts, poles, wires and wires necessary to provide utility service to a Lot or Lots, subject to the condition that following any installation or maintenance, the affected area within such Utility Easement shall be returned to the condition existing prior thereto at the cost and expense of the party responsible for having such work performed.

c) "Drainage and Utility Easements" (D&UE) represents a combination of both a Drainage and a Utility Easement.

d) "Landscape Easements" (L.E.) are designated and described as areas created for the specific purpose to allow the Developer to install signage at the entrances to the Subdivision, as well as natural vegetation plating and screening. The entrance signs shall be maintained by the Property Owners' Association. No sheds, barns, tennis courts, swimming pools, fences, structures or fences of any type are allowed within the Landscape Easement. Further, no vegetation, trees or plant life shall be removed or cut in the Landscape Easement unless otherwise approved by the Developer or Property Owners' Association or unless such plant life is dead or decayed and dangerous.

The Owners shall be liable to the Lots subject to the foregoing easements rights in, along and through the strips of ground property designated as hereinabove set forth on the recorded survey of the Lots for the purposes herein stated.

Section 7.02 Street Signage: Street signs including street names and stop signs have been installed with above grade elevation as determined by the Town of Brownsburg. Replacement of any signage will be the responsibility of the Developer and when the development is relinquished to Homeowners Association it will then be the Association's responsibility and cost to maintain.

ARTICLE VIII

General
Section 8.01 Waiver of Damages: Neither the Developer, their nominees, representatives or designees, shall be liable for any claim for damages whatsoever arising out of or by reason of any acts taken (or not taken) or things done or performed (or not done or performed) pursuant to any authorities reserved, granted or delegated pursuant to this Declaration.

Section 8.02 Enforcement: Any Owner of any Lot or Lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. Furthermore, the Developer, Architectural Control Committee and Home Owners Association may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any provision within this Declaration. The successful party to any such action shall recover attorney fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title.

If any Owner of a Lot in this subdivision shall fail to maintain his Lot and/or any improvements situated thereon, or fail to construct sidewalks in accordance with these restrictive covenants, the Developer, Committee and/or Association shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean, or perform such other acts as may reasonable or necessary to make said Lot and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Developer, Committee and/or Association shall be collected in any reasonable manner from the Owner. Neither the Committee nor Association nor any of either of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine as assessed against any Lot, together with interest and other changes or costs as hereinafter provided, shall become and remain a lien upon that Lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the Owner or Owners of that Lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the Developer, Committee and/or Association, such charge has remained due and payable for an unreasonable long period of time, the Developer, Committee and/or Association may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owed, in any court of competent jurisdiction. The Owner of the Lot or Lots, subject to the charge, shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney fees, incurred by the Developer, Committee and/or Association in collecting the same. Every Owner of a Lot in this subdivision, and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such items which may exist upon said Lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a Lot in this subdivision is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be

The Developer, Committee and Association assumes no liability, jointly or severally, for decisions rendered pursuant to these covenants.

Section 8.03 Severability: The provisions of this Declaration shall be severable and no provision shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provision invalid. In the event of the invalidity of any provision, this Declaration shall be interpreted and construed as all invalid provisions were not contained herein.

Section 8.04 Non-Liability of Developer: Developer shall not have any liability to an Owner or to any person or entity with respect to drainage or use, under or through a Lot. Upon the improvement and development of a Lot, the proper handling of storm and surface water drainage shall be the responsibility of the Owner of such Lot, and each Owner by the acceptance of a deed to a Lot, shall be deemed to have covenanted, released and forever discharged Developer from, and shall indemnify and hold harmless Developer against, any and all liability arising out of or in connection with the handling, discharge, transmission, accumulation or control of storm or surface water drainage to, from, over, under or through the Lot described in such deed.
Section 8.05 Binding Effect: This Declaration, and the covenants, conditions and restrictions herein contained shall be binding upon Developer, each Owner and any person, firm, corporation or other legal entity now or hereafter claiming an interest in any Lot and their or its respective successors or assigns.

Section 8.06 Duration: This Declaration and the restrictions imposed hereby shall run with the Real Estate and shall be binding on all Owners and all persons claiming under them for an initial period of twenty-five (25) years from the date of recordation, and shall automatically extend for successive periods of ten (10) years each, unless prior to the expiration of the initial period of any period they are amended or changed.

Section 8.07 Amendments to Declaration: This Declaration may be amended or changed at any time with written approval by sixty-six and two-thirds percent (66-2/3%) of all Owners herein. However, any amendments to Section 5.02(b) regarding minimum finished floor area shall require unanimous consent of all Owners herein. No amendment hereof shall become binding and effective until the date of recordation in the Office of the Recorder of Hendricks County, Indiana.

Section 8.08 Consent and Acceptance: The undersigned understand that the Prior Declaration requires unanimous written consent of all Owners herein to release said Prior Declaration and to further subject all Lots within Hollaway Corner, Sections I and II, to the Deed Restrictions. The undersigned agree and covenant to subject said Lot to these Declarations and have said Declarations run with their Lot(s) notwithstanding the lack of unanimous consent of all Owners within Hollaway Corner, Sections I and II. This Declaration can be executed and effective as to each Lot either by execution of this Declaration upon recordation in the office of the Hendricks County Recorder or a Supplemental Declaration executed and recorded in the future. Said Supplemental Declaration shall refer to this Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Covenants, Conditions and Restrictions to be effective as of the day and in the year first above written.

Hollaway Corner
Sections I & II Lot:

1  [Signature]
   Richard L. Gardner, Jr.
   Rebecca J. Gardner

2  [Signature]
   Lee A. Birtcher
   Jack E. Vezil

3  [Signature]
   Lorie C. Birtcher
   Susan I. Vezil

4  [Signature]
   Rich D. Birtcher
   Lida A. Birtcher

5  [Signature]
   [Signature]
   [Signature]

6  [Signature]
   [Signature]
   [Signature]

7  [Signature]
   [Signature]
   [Signature]

8  [Signature]
   [Signature]
   [Signature]

9  [Signature]
   [Signature]
   [Signature]
STATE OF INDIANA

COUNTY OF HENDRICKS

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 6th day of October, 1999.

My Commission expires: [Signature of Notary Public]

County of Residence: Printed Name of Notary Public
Cross-Reference:

Hollaway Corner, Section I (Plat), Instrument # 18300
Hollaway Corner, Section II (Plat), Instrument # 9500021855
Hollaway Corner, Revised Declaration of Covenants, Instrument # 199900029268

FIRST AMENDMENT
to the

REVISED HOLLAWAY CORNER COMMUNITY
COVENANTS, CONDITIONS AND RESTRICTIONS

COMES NOW the Hollaway Corner Homeowners Association, Inc., by its Board of Directors, on this 30 day of June, 2015, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Hendricks County, Indiana, commonly known as Hollaway Corner was established upon the recording of certain documents with the Office of the Recorder for Hendricks County, Indiana; and

WHEREAS, the Plat for Hollaway Corner, Section I, was recorded with the Office of the Hendricks County Recorder on September 14, 1994, as Instrument # 18300; and

WHEREAS, the Plat for Hollaway Corner, Section II, was recorded with the Office of the Hendricks County Recorder on December 13, 1995, as Instrument # 9500021855; and

WHEREAS, the foregoing Plats are subject to private, contractual property covenants which run with the land, namely the Revised Hollaway Corner Community Covenants,
Conditions and Restrictions ("Declaration"), recorded in the office of the Hendricks County Recorder on October 8, 1999, as Instrument # 199900029268; and any amendments thereto, which state that by taking a deed to any Lot as set forth on any of the above listed Plats for the Hollaway Corner development, each owner will become a mandatory member of the Hollaway Corner Homeowners Association, Inc., an Indiana nonprofit corporation ("Association"); and

WHEREAS, the Association was incorporated pursuant to the above listed Declaration as a non-profit corporation pursuant to Articles of Incorporation ("Articles") filed with, and approved by, the Indiana Secretary of State on September 20, 1995; and

WHEREAS, the Declaration, Section 8.07, states “This Declaration may be amended or changed at any time with written approval by sixty-six and two-thirds percent (66 2/3%) of all Owners herein.”; and

WHEREAS, the Hollaway Corner Homeowners Association distributed ballots to the owners within Hollaway Corner as set forth in Indiana Code 23-17-10-8 to vote on this amendment; and

WHEREAS, the Hollaway Corner Homeowners Association has collected more than the sixty-six and two-thirds percent (66 2/3%) number of ballots voting in favor of this proposed amendment as required by Section 8.07 of the Declaration (see voting ballots attached as "Exhibit A"); and

WHEREFORE, in accordance with the Declaration, Section 8.07, the Members of Hollaway Corner Homeowners Association, Inc. now amend and/or change the Declaration to read as follows:

Section 5.02(f) of the Declaration is hereby amended to read as follows:

Section 5.02 Type, Size and Nature of Construction Permitted. No single family dwelling house, garage, driveway, deck, patio, gazebo, fence, swimming pool, tennis court, or other recreational facility permitted by this Declaration shall be erected, placed or altered on any Lot or in the common areas without the prior written approval of the Developer or the homeowners association. Such approval shall be obtained prior to the commencement of construction and shall be subject to the following minimum standards:

f) All homes must have brick or stone on the front and side exteriors. This brick or stone exterior may be partial brick or stone, brick or stone to the bottom of the gable (if it is a gable roof design), or full brick depending on the design of the home and as approved by the Architectural Review Board or the Board of Directors. All residences constructed prior to the recordation of this amendment that are non-conforming to this Section 5.02(f) shall be grandfathered and allowed to remain as constructed.
All other provisions of the Revised Hollaway Corner Community Covenants, Conditions and Restrictions remain unchanged;

The foregoing amendments will run with the land and will be binding upon all owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to these covenants.

[End of Amendment]

The undersigned hereby certifies that this First Amendment to the Revised Hollaway Corner Community Covenants, Conditions and Restrictions was duly approved and passed by at least sixty-six and two-thirds percent (66 2/3%) of all Owners in the Hollaway Corner subdivision.

HOLLAWAY CORNER HOMEOWNERS ASSOCIATION, INC.

[Signature]
President

[Signature]
W.B. Galyn
Printed Name of Director

6-30-15
Date

ATTEST:

[Signature]
Secretary

[Signature]
SUZEL M. MAHDI
Printed Name of Director

6-30-15
Date
STATE OF INDIANA

COUNTY OF Hendricks

Before me, a Notary Public in and for said County and State, personally appeared

Wendy Galyen and Suzel Mahowald, the President and Secretary, respectively, of the Hollaway Corner Homeowners Association, Inc., who acknowledged execution of the foregoing First Amendment to the Hollaway Corner Community Covenants, Conditions and Restrictions and who, having been duly sworn, state that the representations contained herein are true.

Witness my hand and Notarial Seal of this 30th day of June, 2015.

Christina G. Short            Marion
Notary Public—Signature        County of Residence
Printed

4-15-17  Date Commission

I hereby affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. — Scott A. Tanner

This document was prepared by and should be returned to:

Scott A. Tanner, TANNER LAW GROUP, 6125 S. East St. (U.S. 31), Indianapolis, IN 46227