

sixty percent (60%) of the total votes of the membership 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 at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units. Annual assessments shall be collected in a lump sum or if the Amenity Association so chooses, on a monthly basis (or other periodic basis, if and as determined by the Board) and special assessments shall be collected as the Board determines. The provisions of this Article V are subject to the provisions of Section 13 of this Article V.

Section 8. Commencement of Annual Assessments By November 1st of each year the Board shall fix the amount of annual assessments for the following calendar year and shall send written notice thereof to each Member. The due date for payment of annual assessments shall be as set by the Board. At the time the Board fixes the amount of annual assessments it shall adopt a budget for the following calendar year and cause a copy of such budget in reasonable detail to be furnished to each Member.

Section 9. Proof of Payment Upon written demand of an Member or Mortgagee, at any time and for a reasonable charge, the Amenity Association shall furnish a written certificate signed by an officer of the Amenity Association setting forth whether there are any then unpaid annual or special assessments levied against such Member's or Mortgagee's Lot. Such certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as unpaid.

Section 10. Non-Payment of Assessments. Any assessments which are not paid when due shall be deemed delinquent. If an assessment is not paid within thirty (30) days after the delinquency date, it shall bear interest from the delinquency date at the rate of eighteen percent (18%) per annum and shall become a continuing lien in favor of the Amenity Association on the Parcel against which assessed and the improvements thereon, and the Amenity Association may bring an action at law or in equity against the person personally obligated to pay the same, or against the Member obligated to pay the assessment including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action, and the Amenity Association may also enforce and foreclose any lien it has or which may exist for its benefit.

Section 11. Recording and Enforcement of Liens. To evidence a lien for sums assessed pursuant to this Article, the Amenity Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Parcel, the name of the person personally obligated to pay the same and a description of the Parcel. Such a notice shall be signed by an officer of the Amenity Association and it or a notice of lien or adverse claim thereof may be recorded in the office of the Recorder of Hamilton County, Indiana. No notice of lien shall be recorded until there is a delinquency in payment of the assessment for thirty (30) days. Upon such a delinquency for thirty (30) days, the

Amenity Association shall proceed promptly to enforce the lien or, in its discretion, to sue the person personally liable to pay the lien for the delinquency. Such lien shall be enforced by action in the same manner in which mortgages on real property may be foreclosed in Indiana. In any such foreclosure, the person personally obligated to pay the lien shall be required to pay all costs of foreclosure including reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The person personally obligated to pay the lien shall also be required to pay to the Amenity Association any assessments against the Parcel which shall become due during the period of foreclosure. The Amenity Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the foreclosed interest in the Parcel as the Owner thereof. The Amenity Association shall, upon written request, report to any Mortgagee of a Parcel any assessments remaining unpaid for longer than thirty (30) days after the same shall have become due; provided, however, that such Mortgagee first shall have furnished to the Amenity Association written notice of the Mortgage under which it claims and its notice address.

Section 12. Subordination of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage ("First Mortgage") and to tax liens and liens for special assessments in favor of any taxing and assessing unit of government. The sale or transfer of any Parcel shall not affect the assessment lien. However, the sale or transfer of any Parcel pursuant to mortgage foreclosure or remedies provided in a First Mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to charges which were payable prior to such sale or transfer. No such sale or transfer shall relieve a Parcel from liability for any assessments thereafter becoming payable or from the lien thereof or shall relieve the person personally obligated to pay the same or from personal liability for assessments payable prior to such sale or transfer or acquisition. Any delinquent assessments, the lien for which is extinguished by reason of this provision, may be reallocated and assessed to all Parcels as a common expense.

ARTICLE VI
OTHER RIGHTS AND OBLIGATIONS OF THE AMENITY
ASSOCIATION

Section 1. The Common Amenity Area. The Amenity Association, subject to the rights and obligations of the Members as set forth in this Declaration, shall be responsible for, and be vested with, the exclusive management and control of the Common Amenity Area (as detailed on Exhibit A), Amenities and all improvements (if any) thereon (including equipment related thereto), and shall keep the same in good order and repair. Such responsibility (to the extent the same is not otherwise herein declared or stated to be the obligation or responsibility of Owners of Parcels) shall include, but not be limited to, the maintenance and repair of the Common Amenity Area, Amenities, and all other improvements or material located within or used in connection with the Common Amenity Area.

Section 2. Services. The Amenity Association may obtain and pay for the services of any persons or entities, to manage its affairs, or any part thereof, to the extent it deems advisable, as

well as such other personnel as the Amenity Association shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Amenity Association or by any person or entity with whom or which it contracts. The Amenity Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property, the enforcement of this Declaration or any proceedings or controversy in which the Board determines it is necessary or advisable to have professional advice. The Amenity Association may arrange with others to furnish trash collection and other common services. Any agreement for professional management of the Property, or any other contract providing for services by Declarant or an entity owned or controlled by the same persons as Declarant, must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice and by either party for cause upon thirty (30) days or less written notice and shall have a maximum contract term of one (1) year, but may be renewable by agreement of the parties for successive one-year terms.

Section 3. Personal Property for Common Use. The Amenity Association may acquire and hold for the use and benefit of all of the Members tangible and intangible personal property and may dispose of the same by sale or otherwise.

Section 4. Hazard and Liability Insurance for Common Property. The Amenity Association shall procure extended coverage insurance on the Common Amenity Area, reconstruction of such insurable Common Amenity Areas and other common property, including insured improvements. The cost of such insurance shall be assessed as provided in Article V above. Members or First Mortgagees on any of the undeveloped Parcels may, jointly or singly, pay overdue premiums on hazard insurance policies, or may secure new hazard insurance coverage on the lapse of a policy, for the Common Amenity Area and other common property, and Members or First Mortgagees making such payments shall be owed immediate reimbursement therefore from the Amenity Association. The Amenity Association is authorized to enter into an agreement in favor of all First Mortgagees of undeveloped parcels.

ARTICLE VII RIGHTS FOR THE PROTECTION OF FIRST MORTGAGEES

Section 1. Precedence. The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

Section 2. Notice of Action. Upon written request to the Amenity Association, identifying the name and address of the holder, insurer or guarantor of a First Mortgage on a Parcel and the address of such party (a holder of a First Mortgage on a Parcel who has so requested such notice shall be referred to herein as an "eligible mortgage holder" and an insurer or governmental guarantor of a First Mortgage on a Parcel who has so requested such notice shall be referred to herein as an "eligible insurer or guarantor"), any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

- (A) Any condemnation loss or any casualty loss which affects a material portion of the project or any improvement on which there is a First Mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- (B) Any delinquency in the payment of assessments or charges owed, or any other default in the performance of any obligation under the Declaration, By-Laws or Articles of incorporation by an Owner of a Parcel subject to a First Mortgage held, insured, or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of 60 days;
- (C) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Amenity Association;
- (D) Any proposed action which would require the consent of a specified percentage of mortgage holders as specified in this Article; and
- (E) Any default in the performance by the Owner of any obligation under the Declaration or By-Laws which is not cured within sixty (60) days.

Section 3. No Right of First Refusal. The right of an Owner to sell, transfer, or otherwise convey his Parcel will not be subject to any right of first refusal or any similar restriction in favor of the Amenity Association or other Owners.

Section 4. Liability for Unpaid Assessments. Any First Mortgagee who obtains title to or comes into possession of a Parcel pursuant to the remedies provided in its First Mortgage or by foreclosure of the First Mortgage or by deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale in connection with any such First Mortgage shall not be liable for the unpaid assessments of the Parcel which were payable prior to the acquisition of title to or possession of such Parcel by the First Mortgagee.

Section 5. Certain Amendments. In addition to other requirements set forth herein, unless at least seventy-five percent (75%) (or such higher percentage as is required by law or this Declaration) of the First Mortgagees of the Parcels or their assigns (based upon one vote for each First Mortgage owned), and at least seventy-five percent (75%) (or such higher percentage as is required by law or this Declaration) of the Members have given their prior written approval, neither the Amenity Association nor the Members shall be entitled to:

- (A) terminate the legal status of the project (except in accordance with procedures set forth in this Declaration and the By-Laws in the event of amendment or termination made as a result of destruction, damage or condemnation);
- (B) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Amenity Area; provided, however, that the granting of easements for

public utilities or for other public purposes consistent with the intended use of the Common Amenity Area shall not be deemed such a transfer,

- (C) use hazard insurance proceeds for losses to any Common Amenity Area or other common property for other than the repair, replacement or reconstruction of such common property;
- (D) add or amend any material provisions of this Declaration which establish, provide for, govern or regulate any of the following:
 - (1) voting;
 - (2) assessments, assessment liens or subordination of such liens;
 - (3) reserves for maintenance, repair and replacement of the Common Amenity Area (or exterior maintenance of Homes if applicable);
 - (4) insurance or Fidelity Bonds;
 - (5) rights to use of the Common Amenity Area;
 - (6) responsibility for maintenance and repair of the several portions of the project;
 - (7) boundaries of any Parcel;
 - (8) the interests in the general Common Amenity Area;
 - (9) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Parcel;
 - (10) any provisions which are for the express benefit of First Mortgage holders, eligible mortgage holders or eligible insurers or guarantors of First Mortgages on Parcels,

except in accordance with procedures set forth in this Declaration and the By-Laws in the event of amendment or termination made as a result of destruction, damage or condemnation or with respect to a reallocation of interests in the Common Amenity Area which might occur pursuant to any plan of expansion or phased development contained in this Declaration; or

For purposes of this Section, an addition or amendment to such documents shall not be considered material if it is made (I) for the purpose of correcting clerical, typographical or technical errors, (II) for clarification only, (III) to comply with requirements of the Federal National Mortgage Amenity Association, the Government National Mortgage Amenity Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (IV) to induce any of the agencies or entities mentioned or referred to in subsection III hereinabove to make, purchase, sell, insure or guarantee First Mortgages covering Lots and Home(s), or (V) to bring such documents into compliance with any statutory requirements, and any such addition or amendment in such documents which is so considered not to be material may be made by Declarant acting alone and without the consent,

approval or joinder of the Owners, the Amenity Association, any First Mortgagees, any other mortgagees or any other person.

An eligible mortgage holder who receives a written request to approve additions or amendments who does not deliver or mail to the requesting party a negative response within 30 days shall be deemed to have approved such request.

Section 6. Examination of Books and Records First Mortgagees and holders, insurers and guarantors of First Mortgages shall have the right to examine the books and records of the Amenity Association, as set forth more fully in the By-Laws.

Section 7. Payment of Taxes and Insurance. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Amenity Area or other common property and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Amenity Area or other common progeny, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Amenity Association.

Section 8. Designation of Representative Any holder of a First Mortgage on a Lot or Home may designate a representative to attend meetings of members, but no such representative shall have any voting privileges unless such voting privileges have been granted to the holder of such First Mortgage by the Member.

Section 9. Distribution of insurance Proceeds and Condemnation Awards. No provision of this Declaration or the By-Laws shall be construed as giving to the Owner or to any other party priority over any rights of First Mortgagees of Lots pursuant to their First Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Amenity Area or other common progeny.

ARTICLE VIII INSURANCE

Section 1. Maintenance of Insurance. The Amenity Association shall maintain, to the extent reasonably available, the following insurance, all of which shall be issued by insurance carriers meeting at least the minimum requirements of, and shall otherwise comply with the requirements of the agencies and entities mentioned or referred to herein, m-wit

(A) Master or blanket type of policy of fire insurance with extended coverage endorsement (including vandalism, sprinkler leakage (if appropriate), debris removal, cost of demolition, malicious mischief, windstorm and water damage) insuring the Common Amenity Area (including all of the fixtures installed therein). Said policy shall afford, as a minimum, protection against the following:

(1) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement,

(2) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available.

The name of the insured under such policies must be set forth therein substantially as follows:

The Pebblebrook Amenity Association, a non-profit corporation for the use and benefit of the individual Members.

The policies may also be issued in the name of an authorized representative of the Amenity Association, including any insurance Trustee with whom the Amenity Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual Members. Loss payable shall be in favor of the Amenity Association (or insurance Trustee), as a trustee for each Member and each such Member's First Mortgagee. Each Member and each such Member's First Mortgagee, if any, shall be beneficiaries of the policy with respect to the Common Amenity Area equally with each other Lot. Policies must provide for the recognition of any insurance Trust Agreement.

If reasonably available, such policies shall include:

- (1) Agreed Amount Endorsement (or like endorsement);
 - (2) inflation Guard Endorsement;
 - (3) Construction Code Endorsements (such as a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Laws Endorsement and an Increased Cost of Construction Endorsement) if the project is subject to 2.5 a construction code provision which would become operative and require changes to undamaged portions of the improvements, thereby imposing significant costs in the event of partial destruction of the project by an insured peril;
 - (4) Steam Boiler Coverage (if applicable) for loss or damage resulting from steam boiler equipment accidents in an amount not less than \$50,000 per accident per location; and
 - (5) All such policies must provide for the following: recognition of any Insurance Trust Agreement; a waiver of the right of subrogation against Members individually; that the insurance is not prejudiced by any act or neglect of individual Members which is not in the control of such Members collectively; and that the policy is primary in the event the Member has other insurance covering the same loss.
- (B) Worker's Compensation, occupational disease and like insurance (if the Amenity Association has eligible employees);

(C) Comprehensive public liability insurance in such amounts and with such coverage as the Board of Directors shall from time to time determine, but at least:

(1) covering events occurring anywhere on the Common Amenity Area (and public and private ways) or arising out of or in connection with the use, Ownership or maintenance of the Common Amenity Area;

(2) covering, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Amenity Area, and legal liability arising out of lawsuits related to employment contracts of the Amenity Association, and such other coverages as are customarily covered with respect to projects similar in construction, location, and use;

(3) insuring each officer and member of the Board of Directors, the managing agent and each Member and with cross liability endorsement to cover liabilities of the Members as a group to an Member and with a "Severability of interest Endorsement" which would preclude the insurer from denying the claim of an Member for the negligent act of another Member, occupant or the Amenity Association; and

(4) in amounts generally required by private institutional investors for projects similar in construction, location and use. (However, such coverage shall be for at least \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence).

(D) Such other insurance as the Board of Directors may determine.

(E) All such policies must provide that they may not be canceled or substantially modified by any party without at least 10 days' prior written notice to the Amenity Association and to each holder of a First Mortgage which is listed as a scheduled holder of a First Mortgage in the insurance policy.

Section 2. Members' Individual Policies. Each Member should carry, and shall be responsible for carrying, insurance for his own benefit insuring his personal liability, his Parcel, his Home, and other personal progeny, and fixtures, furniture, furnishings, and other personal progeny, and fixtures and other property supplied or installed by him or a previous Member or tenant.

Section 3. Insurance Trustee. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured, on behalf of the Amenity Association, the Association's authorized representative, including any Trustee with whom the Association may enter into any insurance Trust Agreement or any successor to such Trustee (each of whom shall be referred to herein as the "Insurance Trustee"),

who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Any insurance Trustee must be a corporation or Amenity Association organized or authorized to do business under the laws of the State of Indiana, and authorized and permitted by its charter documents and by state law to conduct a trust business.

Section 4 Insurance Premiums Insurance premiums for any blanket property insurance coverage, and the other insurance coverages purchased by the Association, shall be common expenses to be paid by assessments levied by the Association, and such assessments shall be held in a separate escrow account of the Amenity Association and used solely for the payment of the blanket property insurance premiums and other insurance premiums as such premiums become due.

ARTICLE IX

EMINENT DOMAIN

Section 1. The Amenity Association shall represent the Members in any condemnation proceedings and in any negotiations, settlements and agreements with the condemning authority for acquisition of the Common Amenity Area, or part thereof, and by acceptance of a deed for his, her or its Lot, each Member appoints the Amenity Association as such Member's agent and attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the Common Amenity Area by a condemning authority, the award or proceeds of settlement shall be payable to the Amenity Association, or other trustee (such as a bank or title insurance company appointed as such by the Amenity Association), for the use and benefit of the Members and their Mortgagees as their interests may appear.

Section 2. Reconstructions. In the event of a partial taking of the Common Amenity Area (or conveyance in lieu thereof) the Amenity Association shall promptly cause the remaining portions of the Common Amenity Area to be restored functionally and aesthetically to reasonably the same condition as before the taking, using so much of the proceeds of such taking for such purpose as shall be reasonably necessary. In the event of a total taking of the Common Amenity Area (or conveyance in lieu thereof), and the project is terminated by the election hereinabove required, the proceeds shall be allocated equally among each Lot, payable jointly to the Members and mortgage holders thereof.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement Enforcement of these covenants and restrictions and of the provisions contained in the Articles of Incorporation and By-Laws of the Amenity Association may be by any proceeding at law or in equity instituted by the Amenity Association or by any Member against any person (including the Amenity Association) violating or attempting to violate any covenant or restriction, either to restrain violation, to compel

compliance, or to recover damages, and against the land, to enforce any lien created by these covenants; and failure by the Amenity Association or by any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Attorneys' fees and costs of any such actions to restrain violation or to recover damages as determined by the court shall be assessable against and payable by any persons violating the terms contained herein.

Section 2. Mergers. Upon a merger or consolidation of the Amenity Association with another corporation as provided in its Articles and By-Laws and approved by the Board of Directors, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated Amenity Association or corporation, or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights, and obligations of the Amenity Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties in one scheme. No such merger or consolidation, however, shall effect any revocation, change or additions to the covenants established by this Declaration within the Property, except as hereinabove provided.

Section 3 Severability. Invalidation of any one or more of these covenants or restrictions by legislation, judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Notices. Any notice required to be sent to any Member of the Amenity Association under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member appearing on the records of the Amenity Association at the time of such mailing.

Section 5. Captions. The Article and Section headings herein are intended for convenience of reference only and shall not be given any substantive effect.

Section 6. Construction. In the event of an apparent conflict between this Declaration and the By-Laws, the provisions of this Declaration shall govern.

ARTICLE XI

AMENDMENT

Except as hereinafter provided, this Declaration may be amended during the initial term provided above by an instrument signed by not less than ninety percent (75%) of the Members and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Members. Certain amendments also require additional approval as specified in this Declaration.

The foregoing notwithstanding, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval, as the case may be, so long as Declarant owns a Lot or Lots. The foregoing notwithstanding, this Declaration may

also be amended by Declarant at any time prior to the Applicable Date if it has an Membership interest in the Property.

ARTICLE XII

ENFORCEMENT

Section 1. Remedies Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Declarant and Amenity Association, any person or entity having any right title or interest in the Real Estate (or any part thereof), or any person or entity having any right, title or interest in a Lot which is now or hereafter made subject to the Declaration, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Declarant nor the Amenity Association shall be liable for damages of any kind to any person for failing to enforce the provisions of this Declaration..

In Witness hereof, Declarant has caused this document to be executed as of the 9th day of December, 1997.

The Villages at Pebblebrook, L.P.
an Indiana limited partnership

By: [Signature]

Printed: Paul E. Estabrook, Jr.

Its: President

The Villages of Pebblebrook Homeowners Association,
an Indiana nonprofit corporation

By: [Signature]

Printed: Paul E. Estabrook, Jr.

Its: President

Augusta Village Homeowners Association, Inc.
an Indiana non-profit corporation

By: [Signature]
Printed: Paul E. Strudge, Jr.
Its: President

STATE OF INDIANA)
) SS: **ACKNOWLEDGMENT**
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Paul E. Strudge, Jr., the President of The Villages at Pebblebrook, L.P., who acknowledged the execution of the foregoing Covenants, Conditions & Restrictions on behalf of The Villages at Pebblebrook, L.P.

Witness my hand and Notarial Seal this 9th day of December, 1997.

My Commission Expires: 6-3-2001
Jillene E. Burkhard
Notary Public

Residing in Hamilton County Jillene E. Burkhard
Printed Name

STATE OF INDIANA)
) SS: **ACKNOWLEDGMENT**
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Paul E. Strudge, Jr., the President of The Villages at Pebblebrook Homeowners Association, an Indiana nonprofit corporation, who acknowledged the execution of the foregoing Covenants, Conditions & Restrictions on behalf of The Villages at Pebblebrook Homeowners Association, an Indiana nonprofit corporation.

Witness my hand and Notarial Seal this 9th day of December, 1997.

My Commission Expires: 6 3 2001
Jillene E. Burkhard
Notary Public

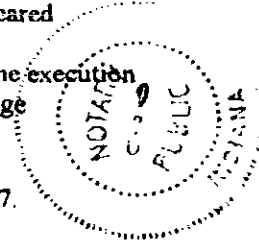
Residing in Hamilton County Jillene E. Burkhard
Printed Name

STATE OF INDIANA)

) SS:
COUNTY OF Madison)

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State, personally appeared Paul E. Ledger, Jr., the President of Augusta Village Homeowners Association, an Indiana nonprofit corporation, who acknowledged the execution of the foregoing Covenants, Conditions & Restrictions on behalf of Augusta Village Homeowners Association, an Indiana nonprofit corporation.



Witness my hand and Notarial Seal this 9th day of December, 1997.

My Commission Expires:

6-3-2001

Julene E. Burkhard
Notary Public

Residing in Madison County

Julene E. Burkhard
Printed Name

Prepared by Platinum Properties



EXHIBIT A

LAND DESCRIPTION

THE VILLAGES AT PEBBLEBROOK RECREATIONAL AREA

The parcel of real estate, Section 33, Township 19, Range 04, designated as Lot 214 on the Secondary Plat of The Villages at PebbleBrook Recreational Area, containing 1.55 Acres, recorded on April 21, 1994, as Instrument Number 9418837 (Plat Cabinet 1, Slide 408) in the Office of the Recorder of Hamilton County, Indiana

