

Hamilton Co.

8724104

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WEDGEWOOD -- SECTION 11

RECORDED  
FILED  
JUN 7 3 16 PM '87  
1987

THIS DECLARATION, made on this 15 day of April, 1987, by Paul E. Estridge Corp., an Indiana corporation (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate located in Hamilton County, Indiana, which is more particularly described in ~~PLAT~~ <sup>PLAT</sup> Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as "Property");

WHEREAS, Declarant desires to subdivide and develop the Property as generally shown on the Secondary Plat for Wedgewood Section 1 and on the Secondary Plat for Wedgewood Section 1; (hereinafter sometimes referred to as the "Plat" and sometimes referred to as the "Development"), by designating certain portions of the Property as "Common Area" (as hereinafter defined) by designating certain portions of the Property as "Limited Common Area Cul de Loop" (as hereinafter defined, by designating certain portions of the Property as "Limited Common Area Sign Easement" (as hereinafter defined), by designating certain portions of the Property as "Limited Common Area Drainage and/or Privacy Easement" (as hereinafter defined), by designating certain portions of the Property as "Limited Common Area Easement" (as hereinafter defined), by designating certain portions of the Property as "Limited Common Area" (as hereinafter defined) and by designating certain portions of the Property as "Limited Common Areas" (as hereinafter defined) and by designating certain other portions of the Property as lots (as hereinafter defined);

WHEREAS, Declarant intends to sell and convey the residential lots situated within the platted area of the Development and before doing so desires to subject to and require upon all real estate within the platted area of the Development certain and beneficial restrictions, covenants, conditions and

Witnessed and signed this 15th day of April 1987  
Paul E. Estridge Corp.

INSTR. #87 24104

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DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WEDGEWOOD - SECTION II

RECORDED  
JUN 17 3 16 PM '87  
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THIS DECLARATION, made on this 15 day of April, 1987, by Paul E. Estridge Corp., an Indiana corporation (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate located in Hamilton County, Indiana, which is more particularly described in <sup>PLAT # 8724104</sup> Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as "Property");

WHEREAS, Declarant desires to subdivide and develop the Property as generally shown on the Secondary Plat for Wedgewood Section I and on the Secondary Plat for Wedgewood Section I; (hereinafter sometimes referred to as the "Plat" and sometimes referred to as the "Development"), by designating certain portions of the Property as "Common Area" (as hereinafter defined) by designating certain portions of the Property as "Limited Common Area Cul de Loop" (as hereinafter defined), by designating certain portions of the Property as "Limited Common Area Sign Easement" (as hereinafter defined), by designating certain portions of the Property as "Limited Common Area Drainage and/or Privacy Easement" (as hereinafter defined), by designating certain portions of the Property as "Limited Common Area Easement" (as hereinafter defined), by designating certain portions of the Property as "Limited Common Area" (as hereinafter defined) and by designating certain portions of the Property as "Limited Common Areas" (as hereinafter defined) and by designating certain other portions of the Property as lots (as hereinafter defined);

WHEREAS, Declarant intends to sell and convey two residential lots situated within the platted area of the Development and before doing so desires to subject to and impose upon all real estate within the platted area of the Development certain and beneficial restrictions, covenants, conditions and

Witnessed and signed this 15th day of April 1987  
Hamilton County Indiana

INSTR. #87 24104

charges (hereinafter referred to as the "Restrictions"), under a general plan or scheme of improvement for the benefit and compliment of the lots and lands in the Development and future home owners thereof.

NOW, THEREFORE, Declarant hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Declarant 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 such Restrictions, and shall inure to the benefit of Declarant's successors in title to any real estate in the Development. Declarant specifically reserves unto itself the right and privilege, prior to the recording of the plat by Declarant of a particular lot or tract within the Development as described in Exhibit A, to exclude any real estate as shown from the Development, or to include additional real estate.

ARTICLE I

NAME

The subdivision of the Property created by this Declaration shall be known and designated as Wedgewood Section II, a subdivision located in Hamilton County, Indiana, the legal description for which is more particularly described on Exhibit B attached hereto and by reference made a part hereof.

ARTICLE II

DEFINITIONS

Section 2.1. "Association" shall mean Wedgewood Homeowner's Association, Inc., an Indiana not-for-profit corporation and its membership shall consist of lot owners who pay mandatory

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assessments for liability insurance, maintenance of the Common Area, Common Area facilities', and Limited Common Area; maintenance of the landscaped areas and signage located within the Limited Common Area Sign Easement; maintenance of the landscaped areas and other improvements installed by Declarant and located within the Limited Common Area Easement and Limited Common Area Drainage and/or Privacy Easements; and maintenance of the landscaped areas and pavement installed by Declarant and located within the Limited Common Area Cul de Loop.

Section 2.2. "Articles" means the Articles of Incorporation of the Association filed with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 2.3. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Block which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of any obligation. Unless specifically indicated to the contrary, the term Owner as used herein shall include the Declarant, so long as the Declarant shall own any Lot.

Section 2.4. "Property" means the real estate described in Exhibit "A".

Section 2.5. "Plat" means the subdivision plat of the Property identified as Secondary Plat of Wedgewood Section I and Section II recorded in the Office of the Recorder of Hamilton County, Indiana, as the same may be hereafter amended or supplemented.

Section 2.6. "Lot" means any parcel of land shown upon the Secondary Plat of Wedgewood Section I and Section II and identified by a number 1 through 27 inclusive.

Section 2.7. "Declarant" shall mean Paul E. Estridge Corp., an Indiana corporation, its successors and assigns as a Declarant.

Section 2.8. "Board of Directors" means the Board of Directors of the Association.

Section 2.9. "Common Area" means those portions of the Property (including improvements thereto), owned by the Association from time to time for the common use, benefit and enjoyment of its members. The term Common Area as used herein shall include all of the portions of the Property designated as Common Area on the Secondary Plat of Wedgewood and all portions of the Property designated as Lake Area on the Secondary Plat of Wedgewood. The Common Area is to be owned by the Association at the time of the conveyance of the first Lot to an owner.

Section 2.10. "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot or any other portion of the real estate described in Exhibit A.

Section 2.11. "Committee" shall mean the Development Control Committee, composed of three (3) members appointed by Declarant who shall be subject to removal by Declarant at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of Declarant until the end of the Development Period, at which time the Wedgewood Homeowner's Association, Inc., shall appoint from its membership this Committee. The initial members of the Committee appointed by Declarant are Paul E. Estridge, Sr., Gary L. McNutt and Michael Kovey.

Section 2.12. Approvals, determinations, permissions or consents required herein of the Declarant shall be deemed given only if they are given in writing and signed, by the Declarant.

### ARTICLE III

#### PROPERTY RIGHTS

Section 3.1. Owners' Easements of Enjoyment of Common Area. Every Owner shall have a non-exclusive right and easement of enjoyment, in common with all Owners, in and to the Common Area, which shall be appurtenant to and shall pass with title to every Lot in the form of a right to membership in the Association, subject to the following provisions:

- (a) the right of the Association to suspend the voting rights and right to use of any facilities by any Owner for any period during which any assessment remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (b) the right of the Association to promulgate reasonable rules and regulations governing the use of the Common Area;
- (c) all other rights, obligations and duties as set forth in this Declaration, as the same may be from time to time amended or supplemented;
- (d) the rights of Declarant as provided in this Declaration;
- (e) the easements reserved elsewhere in this Declaration and the right of the Association to grant further reasonable utility easements across and through the Common Area for the benefit of its members;
- (f) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer, upon the approval of two-thirds (2/3) of the membership of each class of members of the Association; and,
- (g) swimming and boating shall be prohibited in the lake that is a part of the Common Area.

Section 3.2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association and subject to the rights of others as set forth herein, his or her right of enjoyment of the Common Area to family members, to a lessee, or contract purchaser of his Lot or to guests.

Section 3.3. Certain Obligations and Access Rights to the Common Area.

(a) The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners as provided herein, of the Common Area and for the maintenance of the same in good, clean, attractive, safe and sanitary condition, order and repair. The Association shall also maintain in a good state of repair all on-site drainage facilities.

(b) The Association shall have and is hereby granted an easement and right of access to all of the Common Area for the purpose of maintaining or repairing or causing the same to be maintained or repaired as is its obligation and duty under this Declaration. The easements and rights specified herein also are reversed for the benefit of Declarant so long as Declarant owns any portion of the Property.

Section 3.4. Drainage, Utility, Sewer and Other Development Easements.

(a) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an undefined easement ("Drainage, Utility and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area, so as to permit Declarant to properly install and allow to be maintained all electrical, telephone, water, gas, sanitary and storm sewer, television (including but not limited to cable and/or satellite) transmission facilities, security systems and other utility services, antennae and other equipment and facilities to serve the Lot and the single family residential dwelling to be constructed on each Lot. No improvements or permanent structure (except walkways, pathways, fences, signs, lighting, landscaping and pavement on streets and driveways) shall be placed within any Drainage, Utility and Sewer Easement, and any fences so installed are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of any public or private utility to construct, maintain, repair, or remove any necessary facilities and the rights of Declarant and the Association to provide for and maintain appropriate drainage.

(b) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the right and an undefined easement ("Sign and Facilities Easement") to install, erect, construct and maintain an entrance sign or signs, directional signs, lighting, walkways, pathways, fences, walls, and any other landscaping, architectural and recreational

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features or facilities considered necessary, appropriate, useful or convenience, anywhere upon the Property (except upon any Lot after the first conveyance thereof). Any signs shall comply with any applicable zoning requirements and all such facilities shall be maintained by the Association as a part of its Common Area maintenance obligations. . . .

(c) Declarant reserves unto itself during the Development Period and thereafter unto the Association, the full right, title, and authority (i) to relocate, alter or otherwise change the location of any Drainage, Utility and Sewer Easement, the Sign and Facilities Easement, or any facility at any time located therein or thereon; (ii) to grant such further easements, licenses and rights of way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within any Lot or any other portion of the Property, for the benefit of any Lot; and (iii) to describe more specifically or to change the description of any Drainage, Utility and Sewer Easement, the Sign and Facilities Easement or any other easement, license or right of way now or hereafter existing on the Property, by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Hamilton County, Indiana.

(d) The title of the Association (as to the Common Area during the Development Period) and of any Owner of any Lot shall be subject to the rights and easements reserved herein. Provided, however, that the rights reserved herein shall not be exercised after the conveyance of any Lot in a manner that unreasonably and adversely affects any single family residential dwelling or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or which unreasonably restricts the rights of ingress and egress to such Lot. The rights and easements reserved by Declarant herein shall run with the land, and Declarant's right to further alter or grant easements shall automatically terminate and pass to the Association one (1) year

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after Declarant shall have conveyed the last Lot within the Property.

Section 3.5. Limited Common Area Cul de Loop. The portion of the Development appearing upon the platted lots 13 through 16 and designated a "Limited Common Area Cul de Loop" (hereinafter "Cul-de-loop") is created for the exclusive use and enjoyment of those particular lots having public street access therefrom. Each such lot owner shall have an easement for ingress and egress in common with the other adjacent owners to the public street across such area. Such Cul de loop shall have a landscaped island as shown on the plat therein adjacent to the public right-of-way. The paved portion of the Cul de Loop including curbs and the landscaping located within such designated area shall be maintained by the Association and the Association shall have an easement of ingress and egress for the purpose of this maintenance obligation only.

Section 3.6. Limited Common Area Sign Easement. The portions of the Development designated as Limited Common Area Sign Easement shall be easements for the location and placement of subdivision identification signs and landscaping. The Association shall maintain the signs and the landscaping in a good and attractive state of repair and only for such purpose shall have the right to enter upon the Limited Common Area Sign Easement area.

Section 3.7. Limited Common Area. The portion of the Development designated as Limited Common Area shall be used for the sole purpose of providing ingress and egress to the lake by the Association and the Owners. The Limited Common Area shall be maintained by the Association in a good state of repair.

Section 3.8. Limited Common Area Maintenance and Drainage Easement. The portion of the Development designated as Limited Common Area Maintenance and Drainage Easement shall be an easement for ingress and egress running to the Association for the purpose of maintaining the lake, other Common Area and the location of drainage and utility facilities.

Section 3.9. Limited Common Area Easement. The portion of Lots 1, 21 and 22 and Block A shown on the Plat as Limited Common Area Easement shall be used for the location of mounding and landscaping and shall be maintained by the Association. The Association shall have the right to enter upon such area for the sole purpose of maintaining such area.

Section 3.10. Limited Common Area Drainage and/or Privacy Easement. The portion of the Development designated on the Plat thereof as Limited Common Area Drainage and/or Privacy Easement shall be for the purpose of drainage and the location of screening which shall be maintained by each respective owner effected or benefited hereby.

Section 3.11. Other Designations. The portions of the plat have designations as drainage and/or easements are reserved for those purposes.

#### ARTICLE IV

##### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 4.1. Membership. Initially, to satisfy the requirements of the Indiana Not-for-Profit Corporation Act, the three (3) persons who serve as incorporators of the Association shall be the members (the "Initial Members"). The Initial Members shall remain members of the Association until three (3) persons have become Class A or Class B members, at which time the Initial Members shall cease to be members unless they also qualify as Class A or Class B members. Every Owner of a Lot shall be a member of the Association. Apart from the Initial Members, membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot.

Section 4.2. Classes of Membership and Voting Rights. The Association shall have two (2) classes of voting membership:  
Class A. Class A members shall be all Owners with the exception of the Declarant. Class A member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all

such persons shall be members; the vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be Paul E. Estridge Corp., the Declarant. The Declarant shall be entitled to five (5) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) the end of the Development Period; or,
- (b) January 1, 1991.

Section 4.3. Board of Directors. After the end of the Development Period, the Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association and until the end of the Development Period shall consist of three (3) persons designated by Declarant.

Section 4.4. Professional Management. No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, from Declarant, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) Regular Assessments (for maintenance, repairs, and ordinary operating expenses); (2) Special Assessments for (a) capital improvements and operating deficits, as provided for herein; and (b) for special maintenance or repairs as provided for herein; and (3) any Insurance as provided for herein. Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such

assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner. Past due assessments shall run with the land and pass with title.

Section 5.2. Purpose of Regular Annual Assessments. The Regular Annual Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the health, safety and welfare of the residents in the Property, for the improvement, maintenance, and repair of the Common Area, for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. A portion of the Regular Annual Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Area and other capital improvements which the Association is required to maintain.

Section 5.3. Maximum Regular Annual Assessments. (a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Regular Annual Assessment on any Lot conveyed by Declarant shall be Six Hundred Dollars (\$600.00).

(b) From and after January 1 of such year, the maximum Regular Monthly Assessment may be increased each calendar year by not more than 10% above the maximum Regular Annual Assessment for the previous year without a vote of the membership.

(c) From and after January 1 of such year, the maximum Regular Annual Assessment may not be increased each calendar year by more than 10% above the maximum Regular Annual Assessment for the previous year, except with the approval of two-thirds (2/3) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

(d) The Board of Directors from time to time may fix the Regular Annual Assessment, without any vote of the membership, at any amount not in excess of the maximum.

Section 5.4. Special Assessments for Capital Improvements and Operating Deficits. In addition to the Regular Annual Assessments authorized above, the Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of two-thirds (2/3) of those members who cast votes in person or by proxy at a meeting duly called for this purpose. The foregoing notwithstanding, the Declarant, with respect to any Lots owned by it, shall not be required to pay any Special Assessments levied for construction, reconstruction, repair or replacement of any capital improvements which the Association is required to maintain and any Regular Annual Assessment.

Section 5.5. Notice and Quorum for Any Action Authorized Under Section 5.3 and 5.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3 or 5.4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the 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 the 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 5.6. Uniform Rate Assessment. Regular Annual Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all Lots.

Section 5.7. Date of Commencement of Assessments; Due Dates.

The Regular Assessment provided for herein shall commence as to each Lot on the date of conveyance of such Lot by Declarant.

The provisions of this Section 5.7 notwithstanding, the owner shall pay on the day of conveyance in advance his or her share of the Regular Annual Assessment for the balance of the calendar year in which the conveyance takes place.

The Regular Annual Assessment against each Lot shall be paid in advance on the first day of January of each calendar year. Payment of the Regular Annual Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors.

The Board of Directors shall fix any increase in the amount of such assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to each owner subject thereto. The due dates for all assessments, and the assessment and collection period for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 5.8. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established therefor pursuant to Section 5.7 hereof, then the entire unpaid assessment (together with interest thereon, costs and attorneys' fees as hereinafter provided and as provided in Section 5.1) shall become delinquent and shall constitute a continuing lien on the Lot to which such assessments relate, binding upon the then Owner, his or hers, devisees, successors

and assigns. The personal obligation of the then Owner to pay such assessment, however, shall not pass to such Owner's successors in title unless expressly assumed by them. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve per cent (12%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property or both. In such event, there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorneys' fees to be fixed by the court. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 5.9. Subordination of the Lien to Mortgages; Sale or Transfer. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; and, except as hereinabove provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from the Association, issued pursuant to Section 5.7, as to whether or not such assessments have been paid.

ARTICLE VI

USE RESTRICTIONS AND ARCHITECTURAL CONTROL

Section 6.1. Lot Use and Conveyance. All Lots shall be used exclusively for single-family residential purposes, except that Declarant, during the Development Period, reserves the rights provided herein respecting the Property generally. Except as herein provided, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions, and restrictions contained herein.

Section 6.2. Accessory Outbuilding Prohibited. No accessory outbuildings shall be erected on any Lot or Lots without the prior written approval of the Committee.

Section 6.3. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any Lot shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed for occupancy in accordance with the approved building plan. The determination of whether the house shall have been substantially completed in accordance with the approved building plan shall be made by the Committee and such decision shall be binding on all parties.

Section 6.4. Other Restrictions. All of the Property shall be subject to the easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

Section 6.5. Restrictions Concerning Size, Placement and Maintenance of Dwelling Houses and Other Structures.

A. Minimum Living Space Areas. All dwellings will have a minimum of two bedrooms, a minimum of a two car garage and a minimum of 2700 square feet of living area for a one story dwelling and a minimum of 1700 square feet of main floor area in a two story dwelling.



B. Fences, Light Fixtures, Mailboxes, Lawns and Trees.

In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence or light fixture must be approved by the Committee in writing, as to size, location, height and composition before it may be installed. A standard mailbox and post and yard light will be adopted for each Lot by the Declarant.

C. Exterior Construction. All utility facilities in the Development will be underground. Each driveway in the Development will be of concrete, asphalt or paving brick material. No additional parking will be permitted on a lot other than in the existing driveway. Each dwelling will have a continuous concrete sidewalk from the driveway to the front porch. The exterior of fireplace chimneys shall be brick or stone. All garage doors in the Development will be of a Masonite or wood material. All windows must be wood or wood windows with clad exterior. No outside fuel storage tanks will be permitted above ground and no gasoline storage will be permitted above or below ground in the Development. All gutters and downspouts in the Development, other than copper, will be painted.

All roofing in the Development will be no less than a heavy textured fiberglass or asphalt shingle roof to be approved by the Committee. All roof pitches will be 6/12 or greater. Plumbing vent stacks, metal furnace flues and roof attic vents shall be painted to blend with roof color and shall be located on the rear of the home. No metal, fiberglass or similar type material awnings or patio covers will be permitted in the Development. No above-ground swimming pools will be permitted in the Development.

D. Heating Plants. Every dwelling in the Development must contain a heating plant installed in compliance with the required codes. No heat pumps, A/C units, gas meters or any other structures shall be located forward of the front plane of the house and if in view from the street shall be screened by fence or landscaping.

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

F. Prohibition of Used Structures and Modular Homes. All structures constructed or placed on any Lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot, nor shall modular constructed structures be placed on any Lot.

G. Maintenance of Lots and Improvements. The Owner of any Lot in the Development shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly; and, specifically, such Owner shall:

- (i) Remove all debris or rubbish.
- (ii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
- (iii) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

H. Declarant's Right to Perform Certain Maintenance. In the event that the Owner of any Lot in the Development shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these restrictions, Declarant shall have the right, but not the oblig-

tion, by and through its agents and employees or contractors, to enter upon said lot and repair, clean or perform such other acts as may be reasonably necessary to make such lot and improvements thereon, if any, conform to the requirements of these restrictions. The cost therefor to Declarant shall be collected in any reasonable manner from Owner. Neither Declarant nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder. Upon the completion of the Development Period, the Association shall succeed to the rights of the Declarant herein.

Section 6.6. Restrictions as to Owners. The Owners, further, shall be subject to the following use restrictions:

(i) Obstructions. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except construction materials and equipment during the construction period or except as specifically provided herein. Nothing shall be altered on, constructed on, or removed from the Common Area except upon the prior written consent of the Association. The foregoing provisions of this Section 6.6(1) notwithstanding, the Owner shall have the right subject to approval of the Committee to construct a wood deck along the Lake Area, except such deck cannot extend into the water more than 2 feet.

(ii) Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any Common Area or any part thereof which would increase the rate of insurance on the Common Area or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any Lot or in any single family residential dwelling or on any Common Area or any part hereof, which would be in violation of any statute, rule, ordinance, regulation,

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permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or any invitee or tenant of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees or tenants, to the Association and other Owners. No noxious, destructive or offensive activity shall be allowed on any Lots or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other Owner or to any other person at any time lawfully residing on the Property; provided, however, that no act, conduct, activity or operation which Declarant is authorized or permitted to do hereunder shall ever be deemed to be noxious, destructive, offensive nor a nuisance for purposes of this Section.

(iii) Fences, Walls, and Patios. No Owner shall relocate, heighten, lower or otherwise move or change any fence, or wall upon the Property except with approval of the Association as provided herein.

(iv) No Unsightly Uses. No clothes, sheets, blankets or laundry of any kind or other articles shall be hung out on any portion of the Common Area, or on a Lot so as to be visible from outside the Lot. The Common Area shall be kept free and clean of all rubbish, debris and other unsightly materials.

(v) Animals. No animals, rabbits, livestock, fowl, farm animals, horses, or poultry of any kind shall be raised, bred or kept in or on any Lot or on the Common Area or any part hereof, except that household pets of mature size of not more than 32 inches shoulder height may be kept on Lots, subject to rules and regulations adopted by the Board provided that they are not kept, bred, or maintained for any

commercial purposes; provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three days' written notice from the Board, and provided, further, that upon written request of 25% of the voting power of the Association, the Board of Directors shall have the authority to and shall order the removal of, any pet.

(vi) Prohibited Structures. No structure of a temporary character, trailer, boat, camper-bus, basement, tenant, storage tanks, or shack shall be maintained on any Lot nor shall any garage or other building except a permanent residence, be used on any Lot at any time as a residence or sleeping quarters, either temporarily or permanently.

(vii) Storage. Outside storage of any items, except outdoor cooking equipment, including but without limiting the generality of the foregoing, sporting equipment, toys, yard and garden tools and equipment shall not be allowed. Temporary outside storage of trash and garbage shall be permitted if it is totally screened from view. The storage or collection of rubbish of any character whatsoever, any material that emits foul or obnoxious odors, the growing of any noxious or illegal weed or other natural substance, and the harboring of the source of any noise or activity which disturbs the peace, comfort, or serenity of residents is prohibited. Notwithstanding the foregoing, no boats, snowmobiles, recreational vehicles, trailers, camping vehicles, buses, mobile homes, tractor/trailers, trucks, motorcycles, mini-bikes, unlicensed or inoperable vehicles, or any other vehicles of any description other than normal passenger automobiles shall at any time be stored or parked on any Lot outside of a garage, or on any part of the Common Area, either permanently or temporarily.

(viii) Antennae. Except with the prior written approval and authorization of the Committee, no exterior television or radio antennae of any sort, including discs shall be placed, allowed or maintained on the Property or upon any portion of the improvements or structures to be located upon the Property.

(ix) Window Coverings. Owners shall install and maintain window coverings such as curtains or blinds on all windows and such window coverings shall not be unsightly from the exterior, including garage windows if visible from the street.

(x) Mailboxes. All mailboxes shall be of the same style and color.

(xi) Yard Lights. All yard lights shall be of the same style and kind and must be placed within 3 feet of the front property line and contain a dusk to dawn switch.

(xii) Garage Doors. All garages opening to the street shall have automatic door controls. Lot Owners shall keep garage doors closed at all times except during times of actual use of the garage facility.

(xiii) Water Drainage. In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue, without restriction or reduction, across the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

(xiv) Fences. No fence shall be erected in this subdivision between the building lines and the property lines of the streets as shown on the plat, except with approval of Declarant, which fences shall not exceed 42 inches in height and shall be of a decorative nature. No fences shall be erected within

the area designated on the Plat as Limited Common Area Maintenance and Drainage Easement, it being the purpose of this restriction to prohibit the placement of fences within the area around the Lake designated on the Plat as Limited Common Area Maintenance and Drainage Easement.

(xv) Additional Buildings. No buildings shall be erected on Lots 1 through 9 inclusive closer than 15 feet to the side of such Lots. No buildings shall be erected on Lots 10 through 27 inclusive closer than 25 feet to the side of such lots. Where buildings are erected on more than one single lot this restriction shall apply to the side lines of the extreme boundaries of the multiple lots. The foregoing notwithstanding, the Declarant shall approve the location of each building on a Lot.

(xvi) Sump Pump Outlets. Outlets for sump pump water will be provided for each lot in this subdivision by the Developer or home builder at the time of lot development. If during excavation of the foundation for crawl space or basement, ground water is encountered, or if the house location is in an area of high water table (as per Hamilton County Surveyor or City of Carmel), an outlet will be provided directly to a storm sewer or approved open ditch with plastic pipe. The route of outlet will be via platted easements and approved by proper agencies. Where a storm sewer exists on or directly adjacent to a subject lot, all sump pumps shall tie directly to storm sewer via underground pipe. Lots not located in an area of high water table may outlet sump pump water in the rear yard, no closer than 25 feet from established lot lines or platted easements.

(xvii) Construction of Sump Pump Outlet. Construction of any sump pump outlet will commence only when appropriate construction plans have been submitted and approved by the proper agencies and applicable

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permits issued from the local building authority. Where construction will be in established drainage and/or utility easements, approval must be obtained from City of Carmel or Hamilton County Surveyor. The maintenance of drainage pipes and facilities for discharging sump pumps shall be the responsibility of the individual homeowner and/or a homeowner's association.

(xviii) Geo-Thermal Heat Pumps. Geo-thermal heat pumps shall be of the closed loop type only.

Section 6.7. Architectural Control. No building, fence, wall or other structure, except original construction of the single family residential dwelling by or on behalf of Declarant, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Committee. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed to change thereto and shall require the approval therefor as above provided. In the event that written approval is not received as required hereunder within twenty one (21) days from the date requested, the failure to issue such written approval shall be construed as the disapproval of the request made. For the purpose of this Section, structures shall include swimming pools and tennis courts.

Section 6.8. Signs. No sign of any kind (other than designations in such styles and materials as the Committee shall by rule or regulation approve, of street addresses) shall be displayed to the public view on any Lot, except that a "For Sale" sign may be displayed provided that it is in such form as the Committee may require, and except that Declarant shall be permitted to erect and maintain upon the Property such signs as



it deems appropriate to advertise the development during the construction and sale periods.

Section 6.9. Rules and Regulations. The Board of Directors from time to time may promulgate further rules and regulations concerning the use of Lots and Common Area. A majority of those Owners voting at a meeting called for the purpose may rescind or modify any rule or regulation adopted by the Board of Directors after the end of the Development Period. Copies of rules and regulations shall be furnished by the Board to the Owners prior to the time when the same shall be effective.

Section 6.10. Development and Sale Period. Nothing contained in this Article VI shall be construed or interpreted to restrict the activities of Declarant in connection with the development of the Property and sale of Lots. During the Development Period, Declarant shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the Property at any time owned or leased by Declarant, as in the sole opinion of Declarant may be reasonably required, or convenient or incidental to, the development of the Property and sale of the Lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

#### ARTICLE VII

##### MAINTENANCE OF BUILDINGS

Section 7.1. Maintenance of Owners. (a) The Owner of each Lot shall furnish and be responsible for at his or her own expense all the maintenance and repair of such Owner's residence and the maintenance of such Owner's Lot, except as provided for herein as the responsibility of the Association.

Section 7.2. Exterior Maintenance Obligations of Association with Respect to Common Area.

(a) The exclusive management and control of the Common Area shall be vested with the Association who shall keep the same in a good, clean and attractive manner, 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 Lots, shall include but not be limited to the maintenance and repair of the Common Area and all other improvements or material located within or used in connection with the Common Area. Without limiting the generality of the foregoing, if a retention facility is installed as part of the storm and surface water drainage system of the Property, such water retention facility shall be a part of the Common Area to be operated, managed, controlled, repaired and maintained by the Association. Under no circumstances shall any obligation for the maintenance of any water retention facility be imposed upon, or implied as an obligation of any governmental agency, unless such obligation is specifically and expressly assumed or accepted by any such governmental agency.

(b) The Association shall maintain and replace the plantings provided by the Declarant from time to time as it is reasonably required within the Common Area and such other areas as provided for herein.

#### ARTICLE VIII

##### INSURANCE

Section 8.1. Liability Insurance. The Association shall purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Association, all Owners and all other persons entitled to occupy a Lot.

Section 8.2. Miscellaneous Insurance Provisions. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to workman's

compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under policies purchased by the Association.

Section 8.3. Payment of Insurance. The premiums for the insurance described above shall be paid by the Association.

Section 8.4. Additional Insurance. Each Owner shall be solely responsible for and obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his real and personal property,

#### ARTICLE IX

##### GENERAL PROVISIONS

Section 9.1. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the Association, or any Owner and all parties claiming under them shall have the right to enforce the covenants, conditions, and restrictions contained herein, and pursue any and all remedies, at law, or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 9.2. Severability. Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

Section 9.3. Amendment. During the first twenty (20) years following its recordation, this Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Hamilton County, Indiana, approved and signed by at least seventy five per cent (75%) of the then Owners, and thereafter by an instrument signed by at least two thirds (2/3) of the then Owners. Provided, however, that none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. This Declaration may also be amended by Declarant at any time prior to the end of the Development Period. If it then has an ownership interest in the Property, at any time within two (2) years after the recordation hereof, except that Declaration shall not affect any of the following changes without the approval of two thirds (2/3) of the first mortgagees of the Lots (based upon one (1) vote for each mortgage) and two thirds (2/3) of the Owners of Lots (excluding Declarant):

- (a) the abandonment, partition, subdivision, encumbrance, sale, or transfer (other than to the Association) of any Common Area (other than the granting or altering of utility and drainage easements);

The covenants, restrictions and all other provisions of this Declaration shall run with the land and shall be binding upon all persons claiming under them for a period of twenty (20) years from the date of recordation, and thereafter shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten (10) year period this Declaration is amended or changed in whole or in part as hereinabove provided.

Section 9.4. Mortgagee Rights. In addition to any other rights provided elsewhere in this Declaration to mortgagees, any lender or lenders holding a first mortgage or first mortgages upon any Lot or Lots, jointly or singly, may pay any real estate taxes or other taxes or charges or lien against any Common or

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Limited Common Area or any property owned by the Association; and may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any policies for any such property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this section shall be entitled to immediate reimbursement therefor from the Association along with any costs incurred, including reasonable attorneys' fees.

Section 9.5. Notice to Mortgagees. The Association, upon request, shall provide to any lender holding a first mortgage upon any Lot, a written certificate or notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-Laws or any other applicable documents, which default has not been cured within sixty (60) days. A reasonable charge may be made by the Association for the issuance of any such certificate or notice, and any such certificate properly executed by an officer of the Association shall be binding upon the Association, as provided for herein.

ARTICLE X

DEDICATION OF ROADS

Section 10.1. All roads shown on the Plat not heretofore dedicated are hereby dedicated to the public.

IN WITNESS WHEREOF, Paul E. Estridge Corp., an Indiana corporation, has caused this Declaration to be executed as of the date first written above.

Paul E. Estridge Corp.,  
an Indiana corporation,

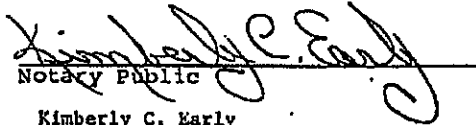
By:

  
Paul E. Estridge, President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public, in and for said county and state, personally appeared Paul E. Estridge, known to me as the President of Paul E. Estridge Corp., who having been first duly sworn, acknowledged the execution of the foregoing Declaration for and on behalf of said corporation.

WITNESS my hand and seal this 15th day of April, 1987.

  
Notary Public

Kimberly C. Early  
Printed Name

My Commission Expires:

March 2, 1989

Residing in Marion County.



UNDER AUTHORITY PROVIDED BY CHAPTER 178, ACTS OF 1979, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF CARMEL, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF CARMEL AS FOLLOWS:

Adopted by the Carmel City Plan Commission at a meeting held Feb. 19, 1987.

CARMEL CITY PLAN COMMISSION

BY: Richard Albright  
President RICHARD ALBRIGHT  
BY: Rosalind McCart  
Secretary ROSALIND MCCART

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE

This plan was given approval by the Board of Public Works and Safety of the City of Carmel, Indiana at a meeting held on the 3 day of June, 1987.

Fred T. Swift  
Fred T. Swift  
Billy L. Walker  
Billy L. Walker

Jane A. Reiman  
Jane A. Reiman  
Mayor of the City of Carmel

ATTEST Dorothy G. Horvack  
Dorothy G. Horvack

THIS INSTRUMENT WAS PREPARED BY:

James J. Nelson  
NELSON & FRANKENBERGER, P.C.  
3021 E. 98th Street, Suite 220  
Indianapolis, IN 46280  
(317) 844-0106

Notarially Recorded 6-12 1987  
James K. Liberty, Recorder, Hamilton County, Ind

07-1104

8800733

FIRST AMENDMENT TO THE DECLARATIONS OF COVENANTS  
CONDITIONS AND RESTRICTIONS OF  
WEDGEWOOD - SECTION II

RECEIVED  
FOR THE  
JAN 13 2 26 PM '88  
SHARON K. CHERRY  
CLERK  
HAMILTON COUNTY, IN

This First Amendment to the Declarations of Covenants, Conditions and Restrictions of Wedgewood - Section II, made on this 4th day of November, 1987, by Paul E. Estridge Corp., an Indiana corporation (hereinafter referred to as "Declarant"), to the Declarations of Covenants, Conditions and Restrictions dated April 15, 1987 and recorded June 12, 1987 as Instrument Number 87-24104 in the Office of the Recorder of Hamilton County, Indiana:

WITNESSETH: This Instrument Recorded 113 1988  
Sharon K. Cherry, Recorder, Hamilton County, IN

WHEREAS, Declarant is the owner of certain real estate located in Hamilton County, Indiana, which is more particularly described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter referred to as "Property");

WHEREAS, the Declarations of Covenants, Conditions and Restrictions of Wedgewood - Section II dated the 15th day of April, 1987 were recorded in the Office of the Recorder of Hamilton County, Indiana on the 12th day of June, 1987 as Instrument Number 87-24104 (hereinafter "Covenants");

WHEREAS, Declarant is desirous of amending the Declarations of Covenants, Conditions and Restrictions of Wedgewood - Section II.

WHEREAS, the Declarations of Covenants, Conditions and Restrictions of Wedgewood - Section II are attached hereto and made a part hereof and are incorporated by reference herein as Exhibit B.

NOW, THEREFORE, Declarant hereby declares that Subparagraph xv of Section 6.6 of Article IV of the Covenants is deleted in its entirety and replaced and superseded by the following:

1. "(xv) Buildings.

No buildings shall be erected on Lots 1 through 10 inclusive closer than 20 feet to the side of such lots at the building line. No buildings shall be erected on Lots 11 through 15 inclusive closer than 20 feet to the side of such lots at the building line, except that with the prior approval of the Architectural Committee this restriction may be reduced to 15 feet. No buildings shall be erected on Lots 16 through 27 inclusive closer than 25 feet to the side of such lot, at the building line, except that with the prior

INSTR. # 8800733



approval of the Architectural Committee this restriction may be reduced to 15 feet. Where buildings are erected on more than one single lot, this restriction shall apply to the side lines of the extreme boundaries of the multiple lots. The foregoing notwithstanding, the Declarant shall approve the location of each building on a lot."

2. Declarant further declares that subparagraph (g) of

Section 3.1 of Article III of the Covenants shall be stricken in its entirety.

3. Declarant further declares that subparagraph (A) of Section 6.5 of Article VI of the Covenants, shall be stricken in its entirety and replaced and superceded by the following:

"Section 6.5. Restrictions Concerning Size, Placement and Maintenance of Dwelling Houses and Other Structures.

Dwellings on Lots 1 through 27 inclusive shall have a minimum of two bedrooms and a minimum of a two car garage.

All two-story dwellings on Lots 1 through 10 inclusive shall have a minimum of 1600 square feet of finished main floor living area and a minimum of 2900 square feet of finished living area in the aggregate. All one story dwellings on Lots 1 through 10 inclusive shall have a minimum of 2900 square feet of finished living area. For the purposes of calculating the aggregate square feet of living area, the square footage of a lower level may not be added unless the lower level is finished, has windows and has a door leading directly to the outside.

All two-story dwellings on Lots 11 through 27 inclusive shall have a minimum of 1900 square feet of finished main floor living area and a minimum of 3400 square feet of finished living area in the aggregate. All one story dwellings on Lots 11 through 27 inclusive shall have a minimum of 3000 square feet of finished living area. For the purposes of calculating the aggregate square feet of living area, the square footage of a lower level may not be added unless the lower level is finished, has windows and has a door leading directly to the outside.

4. All terms and provisions of the Covenants not specifically amended by this First Amendment to the Declarations of Covenants, Conditions and Restrictions of Wedgewood - Section II shall be and remain the same.

IN WITNESS WHEREOF, Paul E. Estridge Corp., an Indiana corporation has caused this First Amendment to Declarations of Covenants, Conditions and Restrictions of Wedgewood - Section II to be executed as of the date first written above.

PAUL E. ESTRIDGE CORP.,  
an Indiana corporation,

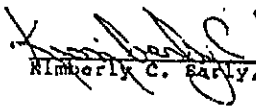
BY:   
Gary V. McNutt, Vice President

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STATE OF INDIANA )  
 ) ES;  
COUNTY OF HAMILTON )

The undersigned, Notary Public in and for said County and State, acknowledged the execution of the foregoing by Gary L. McNutt, known to me as the Vice President of Paul E. Estridge Corp., who having been first duly sworn, acknowledged the execution of the foregoing Declaration for and on behalf of said corporation.

Witnessed this 11th day of January, 1988.

  
Kimberly C. Early, Notary Public



My Commission Expires:  
March 2, 1989  
Residing in Marion County

Prepared by:

James J. Nelson  
NELSON & FRANKENBERGER  
3021 East 98th Street, #220  
Indianapolis, IN 46280  
317/844-0106

8800733

LEGAL DESCRIPTIONWEDGEWOOD - SECTION 2

I, the undersigned, a registered land surveyor in the State of Indiana, hereby certify that the within plat represents a survey and subdivision of Part of the Southeast Quarter of Section 20, Township 18 North, Range 4 East, in Clay Township, Hamilton County, Indiana, described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 20, Township 18 North, Range 4 East; thence North 00 degrees 29 minutes 00 seconds West (assumed bearing) on the East line of said southeast quarter 1269.83 feet to a point on the Easterly prolongation of the North right-of-way line of Spruce Drive as set out in the plat of SHOOKY KNOLL, SECTION ONE, a subdivision in Hamilton County, Indiana, being the place of beginning of the within described subdivision; thence South 09 degrees 31 minutes 00 seconds West on said prolongation and North right-of-way line 170.00 feet to the Southeast corner of Lot 12 in WEDGEWOOD, SECTION ONE, a subdivision in Hamilton County, Indiana; thence North 00 degrees 29 minutes 00 seconds West on the East line of said Lot 12, a distance of 225.00 feet; thence North 30 degrees 00 minutes 00 seconds West on the boundary line of said WEDGEWOOD, SECTION ONE, a distance of 475.74 feet; thence North 90 degrees 00 minutes 00 seconds West on said boundary line 546.68 feet to the Northwest corner of Lot 19 in said WEDGEWOOD, SECTION ONE; thence South 72 degrees 07 minutes 47 seconds West on the Northerly line of said Lot 19, a distance of 67.00 feet to the Northwest corner of said Lot; thence South 17 degrees 52 minutes 11 seconds East on the Westerly line of said Lot, a distance of 30.67 feet to the point of curvature of a curve to the right having a radius of 175.00 feet; thence Southwesterly curving to the right on said Westerly lot line, an arc distance of 142.54 feet to the point of tangency of said curve; thence South 28 degrees 47 minutes 49 seconds West tangent with said curve and on the Westerly line of said Lot 19, a distance of 32.54 feet to the Southwest corner of said Lot 19, said corner being on the aforesaid Northerly right-of-way line of Spruce Drive; thence North 61 degrees 12 minutes 11 seconds West on said right-of-way line and the Northwesterly prolongation thereof and tangent with said curve 273.29 feet; thence North 00 degrees 04 minutes 30 seconds East 822.60 feet to the North line of said Southeast Quarter; thence South 09 degrees 51 minutes 00 seconds East on said North line 1283.98 feet to the Northeast corner of said Southeast Quarter; thence South 00 degrees 29 minutes 00 seconds East on the East line of said Southeast Quarter 1379.86 feet to the place of beginning, containing 26.646 acres, more or less.

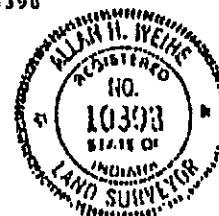
Subject to all legal easements and rights-of-way.

This subdivision consists of 19 lots, numbered 1, and 10 through 27, both inclusive, Block "A", and LAKE AREA COMMON AREA, with streets as shown hereon. The size of the lots and the width of the street rights-of-way are shown in figures denoting feet and decimal parts thereof.

Witness my signature this 17th day of February, 1997.

  
Allan H. Weine, Reg. L.S. - Indiana 410398

This instrument Recorded 113 1998  
Sharon X Cherry Recorder Hamilton County IN



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