

F. Developer's Rights to Replat Developer's Property Developer reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Developer shall be the subject of any such amendment, alteration or replatting. Each Owner and Member and the Association, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

G. Mortgagee Rights. A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

- (a) any proposed amendment of this Declaration;
- (b) any proposed termination of the Association; and
- (c) any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in 60 days.

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours.

H. Indemnification. The Association shall indemnify every officer and trustee of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer or trustee. The officers and trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The officers and trustees of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and trustee free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any officer or trustee, or former officer or trustee, may be entitled.

I. Severability. If any article, section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law of the State, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

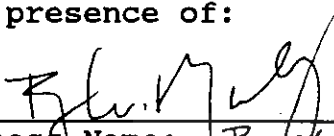
J. Captions. The caption of each Article, section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

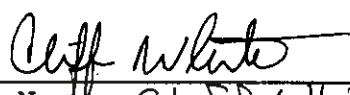
K. Notices. Notices to an Owner shall be given in writing, by personal delivery, at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner.

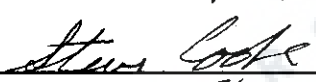
IN WITNESS WHEREOF, the Developer has caused the execution this Declaration as of the date first above written.

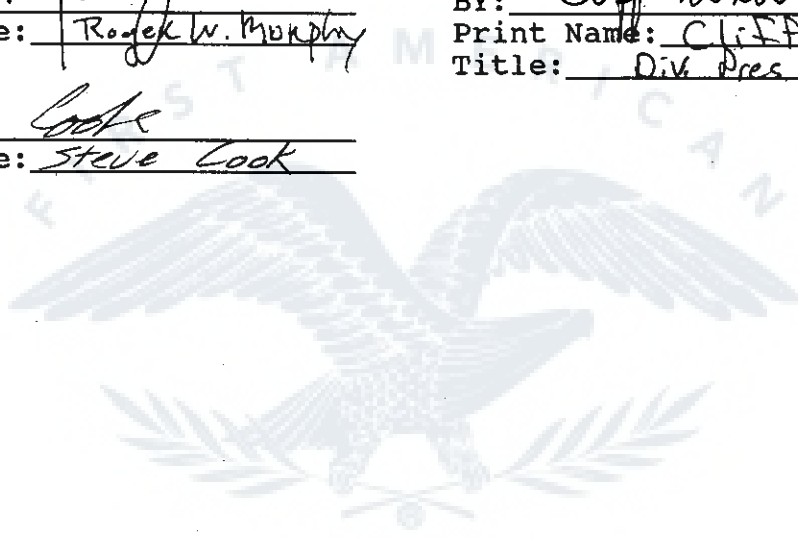
Signed and acknowledged in the presence of:

M/I SCHOTTENSTEIN HOMES, INC.
an Ohio Corporation


Witness Name: Roger W. Murphy

BY: 
Print Name: Cliff White
Title: Div. Pres


Witness Name: Steve Cook



STATE OF INDIANA)
) SS:
COUNTY OF Marion)

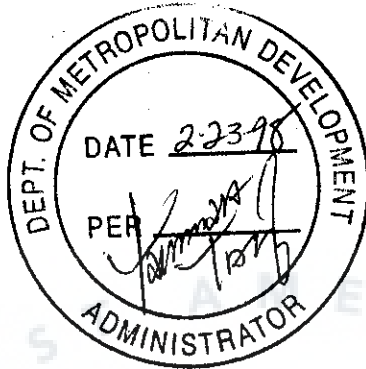
Before me, a Notary Public, in and for said County and State, personally appeared Cliff White, on behalf of M/I Schottenstein Homes, who acknowledged the execution of the foregoing.

Witness my hand and Notarial Seal, this 19th day of February, 1998.

My Commission Expires:
5/14/99

County of Residence:
Marion

Jennifer M Baker
Notary Public (Signature)
Jennifer M Baker
Name Printed



This instrument Prepared By:
Matthew R. Clark, Esq.
CLARK QUINN MOSES & CLARK
One Indiana Square, Suite 2200
Indianapolis, IN 46204-2011

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

[INSERT]



EXHIBIT B

ADDITIONAL RESTRICTIONS

[INSERT]



EXHIBIT "A"

PARCEL 1:

Part of the Southeast Quarter of Section 27, Township 15 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows, to-wit:

Beginning at the Southwest corner of said Southeast Quarter of Section 27, Township 15 North of Range 4 East, thence east along the South line of said Section 27, 240 feet, thence north and parallel to the West line of said Southeast Quarter 1448 feet more or less to the center of the Contested Pleasant View and Bethel Gravel Road, now Churchman Avenue, thence in a northwesterly direction along the center of said Road 246-3/10 feet to the West line of said Southeast Quarter of Section 27, thence south along the West line of said Southeast Quarter, 1507 feet to the place of beginning.

EXCEPT:

Part of the Southeast Quarter of Section 27, Township 15 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Section 27, marked by an iron pipe found in place; thence North 00 degrees 54 minutes 39 seconds West on and along the West line of said Quarter Section 762.79 feet to the POINT OF BEGINNING; thence continuing North 00 degrees 54 minutes 39 seconds West on and along the said West line 746.20 feet to a point on the centerline of Churchman Avenue marked by a Brass Monument found in Place; thence South 77 degrees 52 minutes 44 seconds East on and along the centerline of said Churchman Avenue 246.31 feet; thence South 00 degrees 54 minutes 39 seconds East parallel to said West line 686.35 feet; thence South 88 degrees 03 minutes 38 seconds West 240.00 feet to the POINT OF BEGINNING.

PARCEL 2:

Part of the Southeast Quarter of Section 27, Township 15 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Section 27, marked by an iron pipe found in place; thence North 88 degrees 03 minutes 38 seconds East, 240.00 feet to the POINT OF BEGINNING; thence North 00 degrees 54 minutes 39 seconds West parallel to the West line of said quarter section, 762.79 feet; thence North 88 degrees 03 minutes 38 seconds East 145.78 feet; thence North 00 degrees 54 minutes 39 seconds West parallel to said West line 650.00 feet to a point on the centerline of Churchman Avenue; thence South 77 degrees 52 minutes 44 seconds East on and along the centerline of said Churchman Avenue 102.64 feet; thence South 00 degrees 54 minutes 39 seconds East parallel to said West line 1387.85 feet; thence South 88 degrees 03 minutes 38 seconds West 245.80 feet to the POINT OF BEGINNING.

EXHIBIT "A"

Part of the West Half of the Southeast Quarter of Section 27, Township 15 North, Range 4 East, more particularly described as follows:

Beginning on the South line of said Quarter Section at a point 485.80 feet East of the Southwest thereof; thence running East along and with the said South line 563.50 feet to a point; thence North parallel with the West line of said Half Quarter Section 1249.88 feet to the center of Churchman Road; thence Northwesterly along and with the centerline of said Road 578.19 feet to a point; thence South parallel to the West line of said Half Quarter Section, 1387.75 feet to the place of beginning.



CASE NO. 225671