ABBY PLACE SUBDIVISION

Declaration of Additional Covenants, Conditions
And Restrictions

Abby Place, LLC, as developer and owner of ABBY PLACE SUBDIVISION, an addition to CLAY Township, Howard County, Indiana, the plat of which was recorded AUGUST 10, 2000, as document number 0034-013330 in the office of the Howard County Recorder, hereby adopts this DECLARATION of additional covenants, conditions and restrictions for said Abby Place Subdivision.

Declarant hereby declares that all of the real estate in this subdivision shall be held, sold and conveyed subject to the following, restrictions, covenants and conditions which shall run with the land and be binding on all parties having any right, title or interest in the described real estate or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
PURPOSES

The purpose of this declaration is to protect the value and desirability of the real estate and to provide for the architectural control of the lots and improvements in said Abby Place Subdivision, Howard County, Indiana. This subdivision consists of 260 lots for single family residential use and five (5) lots for commercial use. The portions of these covenants, which are specifically for the residential lots, shall not be applicable for the commercial lots.

Until the developer voluntarily relinquishes control in a written document that is duly recorded, the developer shall have sole and exclusive control of all authority and powers set forth below.

ARTICLE II
AMENDMENTS

Section 1. During the construction phase, the Developer reserves the right to make any amendments to this declaration. Thereafter, a minimum of Seventy-five (75) percent of the owners' agreement is required to make any such amendments.
ABBY PLACE SUBDIVISION

Declaration of Additional Covenants, Conditions
And Restrictions

Abby Place, LLC, as developer and owner of ABBY PLACE SUBDIVISION, an
addition to CLAY Township, Howard County, Indiana, the plat of which
was recorded AUGUST 7, 2000, as document number 0034 013250 in the
office of the Howard County Recorder, hereby adopts this DECLARATION of additional
covenants, conditions and restrictions for said Abby Place Subdivision.

Declarant hereby declares that all of the real estate in this subdivision shall be
held, sold and conveyed subject to the following, restrictions, covenants and conditions
which shall run with the land and be binding on all parties having any right, title or
interest in the described real estate or any part thereof, their heirs, successors and
assigns, and shall inure to the benefit of each owner thereof.

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estate and to provide for the architectural control of the lots and improvements in said
Abby Place Subdivision, Howard County, Indiana. This subdivision consists of 260 lots
for single family residential use and five (5) lots for commercial use. The portions of
these covenants, which are specifically for the residential lots, shall not be applicable
for the commercial lots.

Until the developer voluntarily relinquishes control in a written document
that is duly recorded, the developer shall have sole and exclusive control of all
authority and powers set forth below.

ARTICLE II
AMENDMENTS

Section 1. During the construction phase, the Developer reserves the right to
make any amendments to this declaration. Thereafter, a minimum of Seventy-five (75)
percent of the owners' agreement is required to make any such amendments.
ARTICLE III
DEFINITIONS

Section 1.

A. "Declarant" shall mean and refer to Abby Place, LLC.

B. "Developer" shall mean and refer to Abby Place, LLC acting through Scott A. Pitcher, or his successor as may hereafter be named by Declarant.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the subdivision, including a contract purchaser, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Subdivision" shall mean and refer to the real estate comprising this subdivision, except streets, sewers and other facilities dedicated to a municipality.

Section 5. "Lot" shall mean and refer to any Lot on which a dwelling is or may be constructed in this subdivision. When applicable, it will also refer to any Lot designated for commercial use.

Section 6. "Dwelling" shall mean and refer to a family residence erected on a Lot and shall be used as a residence by Owner or a contract purchaser, and his immediate family. Such a residence shall consist of a single family dwelling.

Section 7. "Maintenance Easement" and "easement" shall mean any easement platted or declared to be used for the benefit of the Owners as shown on the recorded plat. Any easements include the right of ingress and egress to and across all applicable Lots located in this subdivision for the purpose of maintaining utilities and drainage systems.

ARTICLE IV
EXTERIOR MAINTENANCE

Owners shall be solely responsible for maintaining their dwellings, buildings, Lots and any approved improvements in the same condition as the other dwellings, buildings and improvements in the subdivision.

ARTICLE V
GENERAL PROVISIONS

Section 1. Enforcement. These covenants, conditions and restrictions may be enforced by the developer, and after the developer relinquishes control, any Owner. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any
covenant, condition or restriction, either to restrain or enjoin violation or to recover
damages, and the failure or forbearance by the developer or any Owner to enforce any
covenant, condition or restriction herein contained shall not be deemed a waiver of the
right to do so thereafter. There is hereby created and declared to be a conclusive
presumption that any violation or breach of or any attempted violation or breach of any
of the within covenants, conditions or restrictions cannot be adequately remedied by an
action at law or by recovery of damages.

Section 2. Severability. Invalidation of any one of these covenants, conditions
or restrictions by judgment or court order shall in no way affect any other provisions,
which shall remain in full force and effect.

Section 3. Duration. Except where permanent easements or other permanent
rights or interests are herein created, the covenants and restrictions of this Declaration
shall run with and bind the land, and shall inure to the benefit of and be enforceable by
the developer or any Owner of any Lot subject to this Declaration, their respective legal
representatives, heirs, successors, and assigns, until amended as provided herein.

ARTICLE VI
HARMONY AND ENVIRONMENTAL CONTROLS
RESTRICTIONS AND RULES

Section 1. Architectural Control.

A. Approvals. Except for original construction by the developer, no building,
fence, sidewalk, drive, walk, clothes line, other structure, vegetation or landscaping
shall be erected, placed, altered, maintained or planted upon the Lots, nor shall any
exterior addition to or change (including any change in color) or alteration therein be
made until the proposed building plans, specifications, exterior color and finish, plot
plans (showing the proposed location of such building or structure, drives and parking
areas), general contractor and all subcontractors, and construction schedule shall have
been submitted to and approved in writing by the developer, or by any architectural
control committee composed of not less than three (3) members elected by a majority
of the Owners of Lots after the developer has relinquished control hereunder. Refusal
of approval of plans, location or specification by said developer, or architectural control
committee, may be based upon any reason, including, without limitation, lack of
harmony of external design, color, location or relation to surrounding structures and
topography and purely aesthetic considerations which, in the sole and uncontrolled
discretion of said developer, or architectural control committee, shall be deemed
sufficient. No alteration may be made in such plans after approval is given by the
developer, or architectural control committee when applicable, except by and with their
prior written consent. Written consent must identify the Lot Number, House Number,
Item Number, Drawing, and Approval Number, and it must bear the signatures of the
Owner and the approving entity. One copy of all plans, specifications and related data
shall be furnished for the developer, or architectural control committee when applicable,
for its records.
B. Architectural Control Committee. After the developer relinquishes control by written document duly recorded, the Owners may elect a three member architectural control committee by majority vote at a meeting duly called and for which notice is personally delivered to each Dwelling or mailed to the record owner of each Lot at least ten (10) days before such meeting. If such a committee is not elected, the approvals referred to herein after the developer relinquishes control shall not be required.

C. Contractor and Builder Approval. All contractors and builders must be approved in writing by the developer for each improvement to the subdivision. A written approval shall be valid for three (3) years only. The developer shall have the sole discretion to exclude, with or without cause, contractors and builders for the construction of improvements in the subdivision.

D. Driveways and Sidewalks. All driveways and sidewalks shall be concrete. Owners shall be responsible for the installation of sidewalks.

E. Exterior Approvals. The developer, or architectural control committee when applicable, shall have sole control and the right to approve or disapprove dormers and roof pitch, roofing material and color, and exterior wall material and color, in original and replacement construction.

F. House Numbers. House numbers shall be in the same relative location of each home as determined by the developer.

G. Mailboxes. Mailboxes shall be of the same design and material throughout the subdivision as determined by the developer. All shall have a single post with either a single box or dual boxes as determined by the developer.

H. Hedges and Walls. Except for original construction by developer, or to be approved by developer, no fence, hedge or wall shall be constructed upon the Lots without the prior written approval of the developer, or the architectural control committee when applicable.

I. Fences. In no event shall any fence be approved which extends further than ten (10) feet from each side of the dwelling, nor closer to any street than the front or side of the dwelling (for a corner lot, no fence shall be allowed beyond the dwelling on the street sides). The only materials allowed for fences shall be wrought iron, simulated wrought iron, wood or vinyl double slat (there shall be no chain link or other materials not listed used for fences). Owners must maintain the fences under the standards set forth above for dwelling maintenance.

Section 2. Single Family Residences. Except for the commercial Lots, no Lot or dwelling may be used for any purpose other than a single family residence.
Section 3. Prohibited Uses and Nuisances. Except for the activities of the Declarant during original construction:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any Dwelling situated upon a Lot, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners of the Lots. Any noise in excess of that permitted by any noise ordinance will be presumed a violation of this clause.

(b) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Dwelling situated in the subdivision, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes. Said household pets shall not be kept outside nor allowed to run loose.

(c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot, nor on any street within the subdivision.

(d) No junk or unlicensed vehicles, commercial vehicles, semis, RVs, trailers, trucks, campers, snow vehicles, camper trucks, house trailers, boats, vehicles on blocks, or the like, shall be kept outside upon any lot or the streets within the subdivision, nor (except for bona fide emergencies) shall the repair or maintenance of automobiles or other vehicles be carried out thereon. Passenger vehicles, including pick-up trucks, sport utility vehicles and vans with a capacity of 8 or less persons are not excluded by this paragraph. Any of the above kept entirely within a garage is not prohibited.

(e) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

(f) No wood pile, trailer, tent, shack, barn or other out-building, nor a structure of a temporary character shall be constructed, placed or used on any portion of the subdivision. This provision shall not preclude an outside non-metal storage shed designed and built in architectural harmony with the residence if written approval is first obtained from the developer, or architectural committee when applicable.

(g) Except for entrance signs, directional signs, or developer placed signs, no signs of any character shall be erected, posted or displayed upon, in or about any residential Lot situated in the subdivision.
(h) No structure, planting or other material, other than approved driveways or sidewalks, shall be placed or permitted to remain upon any portion of the subdivision which may damage or interfere with any easement for the installation or maintenance of utilities or which may change, obstruct or retard direction or flow of any drainage channels.

(i) Garage doors and the doors of any other storage room or the like shall be maintained in a closed position except when entering or leaving the garage or storage room.

(j) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission shall be maintained upon any Lot without the prior written consent of the developer or the Board of Directors or its designated committee when applicable. Satellite TV receivers not to exceed 24 inches in diameter may be installed on the rear roof only of a dwelling without further approval.

(k) No construction, other than original construction or replacement of original construction as approved by the developer or Board of Directors or its designated committee when applicable, shall be permitted on any Lot.

(l) Lawn statuary and other outdoor decorations must be approved by the developer or the Board of Directors or its designated committee when applicable.

(m) There shall be no above ground swimming pools. Below ground swimming pools and required fences must be approved by the developer or the architectural control committee when applicable.

Section 4. Approvals. All approvals or permitted exceptions must be in writing and contain the Lot Number, House Number, Item Number, have an attached drawing and contain the required signatures and date.

Section 5. Attorneys Fees and Costs. In the event enforcement of these covenants requires employment of an attorney or court action, any person found to have violated these covenants shall be responsible for the payment of legal fees and other costs of enforcement, all of which will be a lien against the Owner’s Lot.

Section 6. Division of Platted Lots into Portions or Parts. No lot in the residential portion of the subdivision shall be further subdivided.

Section 7. Right to Remove or Correct Violations of this Article. The developer in the interest of the general welfare of all the Owners of the Lots and after reasonable notice to the Owner, may enter upon any Lot at reasonable hours for the purpose of removing or correcting any violation, or breach, or any attempted violation of any of the covenants and restrictions contained in this Declaration, or for the purpose of abating
anything herein defined as a prohibited use or nuisance, provided, however, that after
developer relinquishes control, any Owner may enforce the covenants only by
agreement or by court order.

IN WITNESS WHEREOF, the undersigned has executed this document this

10th day of August, 2000.

Abby Place, LLC

By: [Signature]

Scott A. Pitcher, Member

STATE OF INDIANA

COUNTY OF HOWARD

[Stamp]

Before me, a Notary Public in and for said County and State, personally
appeared Scott A. Pitcher, member of Abby Place, LLC, who acknowledged the
execution of the foregoing document and who having duly sworn, stated that the
representations contained therein are true.

I, witness my hand and seal this 10th day of August, 2000.

My Commission Expires: 6-19-08

Gloria S. C. NOTARY PUBLIC

Resident of Howard County

This instrument prepared by J. Conrad Maugans, Attorney-at-Law.
ABBY PLACE SUBDIVISION

Declaration Establishing Home Owners Association
And
Additional Covenants, Conditions
And Restrictions

Abby Place, LLC, as owner of ABBY PLACE SUBDIVISION, an addition to Clay Township, Howard County, Indiana, the plat of which was recorded August 7, 2000, as document number 0034013250 in the office of the Howard County Recorder, hereby adopts this DECLARATION establishing a home owners association and additional covenants, conditions and restrictions for said Abby Place Subdivision. This Declaration supplements the Declaration of Additional Covenants, Conditions and Restrictions recorded August 10, 2000, as Howard County Recorder’s Document 0034013407.

Declarant hereby declares that all of the real estate in this subdivision shall be held, sold and conveyed subject to the following additional restrictions, covenants and conditions which shall run with the land and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
PURPOSES & HOMEOWNERS ASSOCIATION

The purpose of this declaration is to provide for the maintenance of signs, ponds, other common areas in this subdivision.

There is hereby established a Homeowners Association for all of the owners of lots in the above subdivision. The name of the association shall be Abby Place Homeowners Association. If the Association should be incorporated, the name shall be Abby Place Homeowners Association, Inc. Until the developer voluntarily relinquishes control in a written document which is duly recorded, the developer shall have sole and exclusive control of all authority and powers set forth below. Thereafter the Association shall have such power and authority.
Until the developer relinquishes control as set forth above the developer, and thereafter the Association, shall have the power to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth herein as they may be amended from time to time.

(b) Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of this Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Have and exercise any and all powers, rights and privileges which a non profit organization, or if the Association should incorporate, a corporation organized under the Indiana Nonprofit Corporation Act, may now or hereafter have or exercise.

(e) Elect a Board of Directors, determine the number or directors and determine the authority of the Board of Directors to the extent not otherwise set forth herein.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

Section 1. Classes. There shall be one class of members.

Section 2. Members. Each owner or co-owners of a lot, or part thereof which is surveyed off for the purpose of construction of a dwelling, shall constitute one member.

Section 3. Voting.

A. Until the developer voluntarily relinquishes control in a written document which is duly recorded, the developer shall have sole and exclusive control of all authority and powers set herein. Thereafter, each member is entitled to one vote. Where there are multiple owners of a lot, or part thereof, they must designate in writing the person having voting rights for the member, or cast one agreed upon vote on any issue. Voting may be by written consent without a meeting.

B. Notice of meetings of the Association shall be personally delivered to each member or mailed by first class United States mail to each member at the address given in writing by each member. As to any issues included in the notice to be voted upon at such meeting, a member may vote by returning a written vote, signed by the member, to the Association on or before the date of the meeting. Failure to attend in
person or by written proxy, or to vote by the return of a written vote, shall be considered an affirmative vote for any proposal set forth in the notice to be voted upon at the meeting.

Section 4. Expansion. If the Declarant subjects land abutting and adjoining the land subject to the Declaration to covenants, conditions and restrictions substantially identical to this Declaration, then the Declarant and subsequent owners of said abutting and adjoining land shall automatically become members of the Association.

Declarant may, but is not required to, expand the membership of the Association in the same manner by successively subjecting land which abuts and adjoins land already subject to the jurisdiction of this Association to covenants, conditions and restrictions substantially identical to this Declaration.

ARTICLE III
AMENDMENTS

Section 1. During the construction phase, the Developer reserves the right to make any amendments to this declaration. Thereafter, amendment of this Declaration and the restrictive covenants herein shall require the agreement of the developer, so long as the developer has not relinquished his authority. Thereafter, a minimum of Seventy-Five (75) percent of the members’ agreement is required to make any such amendments.

ARTICLE IV
DEFINITIONS

All definitions are as set forth in Abby Place Subdivision Declaration of Additional Covenants, Conditions and Restrictions recorded August 10, 2000, as Howard County Recorder’s Document 003401347.

ARTICLE V
EASEMENT PROPERTY RIGHTS

Association Easements. It is contemplated that the Association shall maintain the signs applicable to the subdivision and ponds as well as any other common areas which may be dedicated or transferred to the Association. Easements are hereby established over any lots necessary to perform such maintenance. The Association shall have all rights in and to such easement for use and maintenance which shall be a covenant running with the land and to the Association. The title to every Lot shall be subject to said easement. The Association shall have, among other rights granted it under this Declaration, the right to use any Easement for the benefit of the Association or any Owner.
ARTICLE VI
COVENANTS FOR ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant hereby declares, for each Lot owned within the Properties, except undeveloped lots owned by Declarant, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney’s 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 attorney’s fees, shall also be the personal obligation of the person or persons who was the Owner of such property at the time when the assessment fell due and the personal obligation for delinquent assessments shall pass to his successors in title. The lien may be foreclosed under the laws applicable to mortgage foreclosures.

Section 2. Purpose of Assessments. The assessments levied by the Association on a Lot shall be used exclusively to perform the maintenance required hereunder and may, by a majority vote of the members after Developer has relinquished control, be used to promote the recreation, health, safety, and welfare of the residents in the Properties.

Section 3. Date of Commencement of Annual Assessments: Due Dates. The annual assessments for a Lot owned by a Member other than the developer shall commence on the first day of January following the initial conveyance of a Lot and delivery of a deed to a Member. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The developer while in control, and thereafter the Board of Directors of the Association, shall fix the amount of the annual assessment for Members against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment for Members shall be sent to every Owner subject thereto. The Association shall, upon demand, furnish a certificate signed by the developer, or an officer of the Association when applicable, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of an assessment on a Lot is binding upon the Association on the date of its issuance.

Section 4. Rates of Assessment. The developer, or Board of Directors when applicable, shall fix the annual assessment. Until changed by the developer or Board of Directors when applicable, the annual assessment for each lot will be $25.00.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable that year only for the purpose of defraying, in
whole or in part the cost of any construction, reconstruction, repair or replacement of a
capital improvement upon the Lots or ponds, including fixtures, landscaping and
personal property related thereto, provided that any such assessment shall have the
assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy
at a meeting duly called for this purpose and at which a quorum is present.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 5
and 6. Written notice of any meeting called for the purpose of taking any action
authorized under Section 5 shall be sent by ordinary mail to all Members at their last
known address not less than twenty (20) days nor more than sixty (60) days in advance
of the meeting. A quorum shall be 50 % of the total votes entitled to be cast of
Members.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association.
Any assessment for a Member not paid within thirty (30) days after the due date shall
bear interest from the due date at the rate of fifteen percent (15%) per annum. The
developer or Association may bring an action at law against the Owner personally
obligated to pay the same, and may foreclose the lien against the Lot. All costs,
including attorneys fees incurred shall be paid by the Owner in any such action. No
Owner may waive or otherwise escape liability for the assessments provided for herein
by non-use of the benefits or abandonment of his Lot. The personal obligation for
delinquent assessments, costs and attorneys fees shall pass to his successors in title.

Section 8. Subordination of the Lien to Mortgage. The lien of the assessments
provided for in this Article shall be subordinate to the lien of any first mortgage. Sale or
transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of
any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall
extinguish the lien of such assessments as to payments which became due prior to
such sale or transfer. No sale or transfer shall relieve such Lot from liability for any
assessments thereafter becoming due or from the lien thereof.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. These covenants, conditions and restrictions may be
enforced by the developer, and after the developer relinquishes control, the Association
or any Owner. Enforcement of these covenants, conditions and restrictions shall be by
any proceeding at law or in equity against any person or persons violating or attempting
to violate any covenant, condition or restriction, either to restrain or enjoin violation or to
recover damages, and against the land to enforce any lien created by these covenants;
and the failure or forbearance by the developer, Association or any Owner to enforce
any covenant, condition or restriction herein contained shall not be deemed a waiver of
the right to do so thereafter. There is hereby created and declared to be a conclusive
presumption that any violation or breach of or any attempted violation or breach of any
of the within covenants, conditions or restrictions cannot be adequately remedied by an
action at law or by recovery of damages.
Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until amended as provided herein.

ARTICLE VIII
MORTGAGEE'S RIGHTS

Section 1. Notice of Rights of Mortgagee of a Lot. Upon written request by a mortgagee to the Association, such mortgagee of a Lot shall be entitled to receive written notification of any default, not cured within sixty (60) days after its occurrence, by the Owner of the Lot of any obligation of the Owner under the Declaration, the By-Laws of the Association or the Articles of Incorporation of the Association. The request for notification can be made by a mortgagee of a Lot, its successor or assignee. The notification shall be sent not later than the 65th day after the occurrence of an uncured default.

Section 2. Rights of First Refusal. No first mortgagee, its successor or assignee, of a Lot who comes into possession of that Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or a deed or assignment taken in lieu of foreclosure shall be subject to any rights of first refusal which the Owner may have given to the Association or other Owners of the Lots.

Section 3. Rights of Mortgagee. Unless at least Seventy-Five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned), and the Members have given their prior written approval, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Properties or Easements or improvements located thereon which are owned directly or indirectly by the Association for the benefit of the Lots. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Properties by the Association shall not be deemed a transfer within the meaning of this clause.

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot or Owner.
(c) by act or omission change, waive or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or exterior appearance of the Lots, the exterior maintenance of the Lots, the maintenance of the party walls, driveways or the upkeep of lawns and plantings in the Properties.

Section 4. Right to Examine Books and Records. Mortgagees, their successors or assigns shall have the right to examine the books and records of the Association.

IX

INSURANCE

Section 1. Association's Requirements. The Association shall purchase broad form Comprehensive Liability coverage in such amounts and in such forms as the Board of Directors shall deem appropriate. Such coverage shall be issued in the name of the Association and shall include all Owners in their capacity as members of the Association as additional insureds and evidence thereof shall be furnished to each additional insured. Coverage under this policy shall include, but not be limited to, legal liability of the Association for bodily and personal injuries, property damages, operations and maintenance as may be required under this Declaration.

Section 2. Owners' Requirements. Each Owner, and not the Association, shall have the responsibility of obtaining and keeping in full force and effect, at his sole expense, standard fire and extended coverage insurance on his Dwelling and Lot to assure full replacement thereof and broad form Comprehensive Liability. Any loss, casualty or otherwise, to a Dwelling shall be repaired or replaced at Owner's sole expense or from insurance proceeds, if applicable.

IN WITNESS WHEREOF, the undersigned has executed this document this 30th day of November, 2000.

Abby Place, LLC

By: [Signature]
Scott A. Pitcher, Member
STATE OF INDIANA    SS:
COUNTY OF HOWARD    

Before me, a Notary Public in and for said County and State, personally appeared Scott A. Pitcher, member of Abby Place, LLC, who acknowledged the execution of the foregoing document and who having duly sworn, stated that the representations contained therein are true.

WITNESS my hand and seal this 3rd day of November, 2000.

My Commission Expires: September 30, 2008

NOTARY PUBLIC
Printed: Sheila J. Behler
Resident of Howard County, IN

This instrument prepared by J. Conrad Maugans, Attorney-at-Law.
BUYER’S ACKNOWLEDGMENT

EACH OF THE UNDERSIGNED HEREBY ACKNOWLEDGES A COPY OF:

Declaration Establishing Home Owners Association and Additional Covenants, Conditions And Restrictions of ABBY PLACE SUBDIVISION, an addition to Clay Township, Howard County, Indiana, the plat of which was recorded August 7, 2000, as document number 0034013250. Said document consists of 8 pages.

By signing below, I declare that I have read and agree to abide by all of the terms and conditions set forth therein.

Printed: ___________________________          Date: ___________________________

Printed: ___________________________          Date: ___________________________