DEDICATION OF AUGUSTA WOODS SUBDIVISION-

The undersigned, J & S Development Group, Inc., owner of the real estate known as Augusta Woods Subdivision, does hereby state that it has planned, and substituted the name of said subdivision for the name of said subdivision, and does now establish the following covenants, dedication, restrictions, conditions and provisions being for the mutual benefit of all lot owners, the same are hereby declared to run with the land and to bind the same in said Augusta Woods Subdivision, as follows:

AUGUSTA WOODS SUBDIVISION COVENANTS AND RESTRICTIONS

All owners, their heirs and assigns of lots in AUGUSTA WOODS SUBDIVISION, shall take title subject to the following covenants and restrictions and shall be bound thereby:

1. LAND USE: All lots herein are for residential use only, limited to single family detached dwellings per lot.

2. STREET DEDICATION: All streets shown and designated as streets are hereby dedicated to the public. Also the streets have been paved, the developer will petition the Morgan County Commissioners to accept and dedicate these dedicated roads as County Roads.

3. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the setback, street line in the AUGUSTA WOODS SUBDIVISION plat. For the purpose of this covenant, all porches, decks, and open porches shall not be considered a part of the building provided, however, that this shall not be construed to permit any portion of any building on any lot to be unobstructed upon any other lot unless the other lot, or part thereof, is owned by the same owner. The division of a lot for the purpose of creating additional building sites is prohibited, unless, with the permission of J & S Development Group, Inc. doing so for fair changes.

a) All lots that have lake frontage, the lake boundary ends at the water’s edge. Water’s edge can fluctuate from season to season. The lake, this part which is owned by J & S Development Group, Inc., will be devoted to the Augusta Woods Lake Association.

4. BUILDING REQUIREMENTS: All dwellings of 1-story appearance shall be no more than 1700 sq. ft. of living area, not including garages, basements, or porches. Any dwelling over 1700 sq. ft. shall be approved by the Architectural Control Committee.

b) All porches shall be 8’ wide with a hip roof. No roof shall exceed 12’ wide or 12’ high.

c) All porches shall be 8’ wide with a hip roof. No roof shall exceed 12’ wide or 12’ high.

d) All driveways must be concrete four (4) inches thick.

e) All porches shall be 8’ wide with a hip roof. No roof shall exceed 12’ wide or 12’ high.

3. ADDITIONAL GARAGES: One additional garage may be constructed with the same roof pitch as the home. The front of the garage shall be 100% brick and the sides shall have at least 50% brick installed. The garage shall be the same brick, shingles, and porch as the home. This garage shall be constructed to the same standards as the home. All plans must be approved by the Architectural Control Committee.
6. STORAGE HABITS: The storage yard must be constructed on lot. It must be located at the back of lot. All storage yards must be no larger than 12’ X 12’ and be not more than 100 square feet. It must be a wood frame or brick and the same color as home. It must also have the same finish.

7. DWELLING USES: Dwellings with homes on the lake must have a dock adjoining their property no longer than 12’ X 12’. Their use can be expected to remain to be approved by the Architectural Control Committee. All docks must be kept in a safe clean condition. All deck owners are responsible for having their docks and homes properly insured.

8. HABITAT CRAWL SPACES: Basements and crawl spaces may be permitted to be used as crawl, or underpinned with concrete piers of approved materials. All basements must be finished above grade, and there must be at least 100 square feet located inside the building to be used as a crawlspace. All crawl spaces must have a sump pump installed and discharged to the drainage area. No crawl spaces will be allowed.

9. GRADE LANDSCAPING/ Mỗi construction, all lots shall be graded and landscaped. All grading shall be done in an approved manner. The grading shall be done so as to provide positive drainage from the house and to drain away from the dwelling a minimum of one (1) foot per foot, for the first six (6) feet outside the perimeter of the foundation, or as determined by the Architectural Control Committee.

10. FENCES: No fence, wall or continuous shrub planting, which would in any way impair the purpose of a fence, shall be erected until approval is obtained from the Architectural Control Committee as to type, location, and height. No fence shall be placed on or along any lot bordering the lake which would obstruct reasonable vision, light, air, or view. No fence shall be erected closer than the front of the dwelling for a decorative type, not exceeding 50 square feet in height, provided such fence has been approved by the Architectural Control Committee.

11. VACANT LOT MAINTENANCE: Vacant lots shall be maintained per the following terms: No trash shall be allowed to accumulate and grass must not exceed (12) inches in height.

12. BUSINESS: No mercantile building shall exist, nor shall any manufacturing, warehousing, retailing business operate in this subdivision. Home occupancy or office based business engaged in by permanent residence lot owners are allowed so long as the activities conform with the laws, county ordinances and other governmental regulations. There must not be an increasing amount of traffic occurring from the above use. No tractor-truck, semi-truck, or any large business vehicle be allowed so as to not disturb neighbors.

13. VEHICLES PARKING: All vehicles of any kind including boats, trucks, cars, campers, motorcycles, recreational vehicles, motorcycles or similar vehicles shall be parked on any road, street, private drive, or lot. No vehicle of any kind shall park on any street in this subdivision for more than 24 hours. All boats, campers, recreational vehicles, motorcycles or similar vehicles are required to be parked in garage.

14. AUTO MECHANICS: Except for minor or routine repair and maintenance of the owner’s personal vehicles, no welding, painting or other type of auto mechanic shall be done on premises.

15. ANIMALS: No animals, livestock, poultry or any kind shall be raised, bred, or kept on any lot except that each lot shall be allowed (2) total of dogs, cats, or other household pets to be kept on any lot, provided they are not kept, bred, or maintained for any commercial purposes. All animals shall be restricted to owner’s property unless the animal is on a leash accompanied by the lot owner. All animals kept in an outside shelter must be fenced in with a secure fence. This shelter must not be larger than 8’ X 10’ X 6’ and placed in an inconspicuous place not to disturb surrounding lot owners.

16. INSURANCE: No notice or offensive activity shall be carried upon any lot, nor shall anything be done which may or may become an annoyance or nuisance to the neighborhood, nor shall any unlawful act or activity be allowed whatever.

17. STORAGE AND REFUSE DISPOSAL: No undue storage of debris and uncollected or obsolete vehicles or horse shall be permitted. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No incinerator or trash incinerator shall be allowed.

18. MAILBOXES: The owner or his contractor shall remove and install said mailboxes at the owner’s expense. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No incinerator or trash incinerator shall be allowed.

19. LAKE MAINTENANCE: The lake shall be maintained by the Augusta Woods Homeowner’s Association. Lake zones and rules are yet to be determined. J & D Development Group, Inc. is authorized to enter into a contract with a Lakebend Lake Homeowners Association for the purpose of Lake and Common Ground maintenance. The lake itself, along with the lake, will be also be decided by the Augusta Woods Homeowners Association.

20. A HOME OWNERS ASSOCIATION: A Homeowner’s Association will be established once 50% of the lots are sold. At this time, the Home Owner’s Association will assume financial responsibility for the lighting of the lakes and common area maintenance. Until all lots are sold a representative of J & D Development Group, Inc, shall be President of said Association.

21. SWIMMING POOLS AND ASSOCIATED STRUCTURES: No swimming pools nor associated structures shall be erected or placed on any lot until the Homeowner’s Association has approved the plans for the swimming pool. The Homeowner’s Association will be responsible for the lighting of the lakes and common area maintenance. Until all lots are sold a representative of J & D Development Group, Inc, shall be President of said Association.
22. TEMPORARY STRUCTURES: No structures of a temporary character, trailer, basement, less, shed, garage, barn or other outbuilding shall be used on any lot as a residence or for any other purpose either temporarily or permanently. For the purpose of this covenant structures needed and used by builders shall be allowed to remain during the building period.

23. ARCHITECTURAL CONTROL COMMITTEE: The purpose of this committee is to keep construction consistent for the beauty of the subdivision. It is composed of members of J & S Development Group, Inc. Two signatures from the officers must be received for approval of all plans of any kind of construction. After 75% of lots are sold the Architectural Control Committee will be turned over to the Association for approval.

24. UTILITY AND DRAINAGE EASEMENTS: Those strips of ground are designated on the plat for AUGUSTA WOODS SUBDIVISION. Such strips are reserved for the use of public utility companies and government agencies and the lot owners. Drainage easements are to be created to provide positive drainage. No fences or structures may be placed in an easement. Drainage easements are not to be used to create water drainage problems for neighbors. If there is a dispute in this matter it must be addressed with the Architectural Control Committee or the Home Owners' Assn. whenever it is necessary. Utility easements are created for the use of all public utility companies other than transportation companies for the installation and maintenance of mains, ducts, poles, lines, and wires. If sewer becomes available in the future, this easement may be utilized for that purpose. All lot owners must join into the sewer system of the subdivision and pay if it becomes available.

25. ENFORCEMENT: The right to enforce these covenants by injunction or to seek damages for violation or other remedy, is dedicated to the owner of the lot herein, the developer and the Architectural Control Committee. The restrictions shall remain in force for twenty (20) years from the date this plat is recorded, at which time such covenants shall automatically extend for successive periods of five (5) years unless otherwise agreed by a majority of the owners. Violation of a covenant or restriction shall not cause forfeiture or reversion of title. J & S Development Group, Inc. reserve the right to change the restrictions and subdivisions of Augusta Woods Subdivision at any time and at our discretion.

In WITNESS WHEREOF, This document is signed the 12th day of August, 1997.

Pam Sterrett
Representative of J & S Development Group, Pam Sterrett, Vice-President

STATE OF INDiana
COUNTY OF MORGAN
Before me, the undersigned notary public in and for the said state and county, personally appeared Pam Sterrett, Vice-Pre. of J & S Development Group, Inc. And acknowledged execution of the above foregoing document this 12th day of August, 1997.

My commission expires ________
County of Residence _________

This document prepared by Pamela Sterrett.
9907566

The following is the declaratory statement of dedication, limitations, restrictions, and covenants for Augusta Woods Subdivision, a residential subdivision, lying in Madison Twp., Morgan County, IN.

DEDICATION OF AUGUSTA WOODS SUBDIVISION
[Recorded in deed record book 400, page 129]

The undersigned, J & S Development Group, Inc., owner of the real estate known as Augusta Woods Subdivision does hereby state that it has platted and subdivided the same into lots, to be known as Augusta Woods Subdivision, and does now establish the following covenants, dedications, restrictions, conditions and provisions being for the mutual benefit of all lot owners, the same are hereby declared to run with the land and to be binding upon all future owners, heirs, and assigns.

REVISED AUGUSTA WOODS SUBDIVISION COVENANTS & RESTRICTIONS
[This document replaces previous documents, reference # 9712730 book 401, page 491 and #9710267 book 400, page 133 and #9803944 book 407, page 400]

All purchasers, their heirs and assigns of lots in AUGUSTA WOODS SUBDIVISION, shall take title subject to the following covenants and restrictions and shall be bound thereby.

1. LAND USE- All lots herein are for residential use only, limited to single family dwelling per lot.

2. STREET DEDICATION-All areas shown and designated as streets are hereby dedicated to the public. After the streets have been paved, the developer will petition the Morgan County Commissioners to accept and declare these dedicated roads as County Roads.

3. BUILDING LOCATION-No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the setback lines set forth in the AUGUSTA WOODS SUBDIVISION plat. For the purpose of the covenant, steps, eaves, and open porches shall not be considered a part of the building. Provided however, that this shall not be construed to permit any portion of any building on any lot to be encroached upon any other lot unless the other lot, or part thereof, is owned by the same owner. The division of a lot for the purpose of creating additional building sites is prohibited, unless, with the exception of J & S Development Group, Inc. doing so for plat changes.

   a.) All lots that have lake frontage, the lots boundary ends at the water’s edge. Water’s edge can fluctuate from season to season. The lake, that part which is
4. BUILDING LINES & SETBACK LINES—There is a minimum (25 feet) front building setback. Lake Lots will have a (Lake front 50 feet build back requirement). Side building lines are (5 feet on each side), this does not include any additional easements that may have been established on unique lots. The side building lines also prohibit driveways being built on the easement.

It is understood that the lots of Augusta Woods Subdivision are unique in physical design and character, even more so because of septic system requirements. The main intent of building setback requirements is to provide an attractive community that all can appreciate. Homeowners and their builders are required to adhere to this intent. Homes shall be aligned to provide an even and straight appearance with other homes on their adjacent sides. Approval of location sites must be approved through the Architectural Control Committee.

It is also understood that exceptions can be made to these setback requirements. Because of property limitations or the uniqueness of their property, it is possible owners or builders would be at an undue hardship, approvals can be requested through the Architectural Control Committee.

5. BUILDING REQUIREMENTS—All dwellings of 1-Story appearance or "Ranch" Style home must be no smaller than 1800 sq. ft. of living area, not including garages, basements, or porches. Any dwelling of a 1 1/2-2 Story appearance must have a square footage of at least 2200 sq. ft. of living area. This not including garages, basements, or porches. All dwellings must have at least a 2-car attached garage. The Architectural Control Committee must approve all plans.

a.) Roof pitch must be 8/12 with gable style or 6/12 with hip roof style.

b.) All dwellings must be 80% brick exterior with wood, cedar, or an approved Architectural Control Committee product. All wood, cedar, etc. products must be painted or stained. No vinyl or Aluminum product is allowed in any capacity.

c.) Post light must be installed, at the cost of the lot owner, no further than 20' from the entrance of the home. This post light must have a photocell that is maintained in operational manner.

d.) All driveways must be concrete four (4) inches thick.

e.) No sidewalks are required in Augusta Woods Subdivision.

f.) All construction must be completed within 1-year of start. Acts of God and unusual weather or destruction of work in progress is excepting.
g.) All owners and their builders/contractors shall be responsible for and repair or restore any damage during construction, weather or not inadvertent or unavoidable, including and not limited to sidewalks, streets, drainage area, field tile, utilities, and other improvements.

h.) All owners and their builders/contractors shall be responsible for and maintain the job site in a reasonable, sightless order, containing all trash and debris within the lot and have it properly disposed of or removed.

i.) All lot owners will be responsible for the finishing yard slopes, erosion control, and decorative landscaping. All grades and slopes must not block the natural flow of the land.

j.) All gas and oil tanks are prohibited. Temporary Gas tanks will be allowed until main gas line is installed.

k.) Satellite dishes are allowed, however must be located in the backyard in an inconspicuous place. Obtain approval from Architectural Control Committee or Home owners association.

6. ADDITIONAL GARAGES-One additional garage may be constructed with the same roof pitch as the home. The front of the garage must be 100% brick and the sides must have at least 3' of brick installed. The garage must have the same brick, shingles, and paint or stain as the home. This garage must not be larger than 32' X 40". The Architectural Control Committee must approve all plans.

7. STORAGE BARN-One storage barn may be constructed on lot. It must be located at the back of lot and not obstruct lake lot owners view of the lake. All storage barns must be no larger than 12' X 12' and must not be larger than 1 story tall. It must be of a wood product painted or stained the same color as home, it also must have the same shingles.

8. DOCKS-Lot Owners with homes on the Lake may have a dock adjoining their property so long as it is not longer than 12' X 6'. (12) feet wide and (6) feet long or the longest point of intrusion into the water will be 6 feet. All docks must be kept in a safe clean condition. All lot owners are responsible for having their docks and homes properly insured.

9. BASEMENTS/CRAWLSPACES- Basements and/or crawlspaces may be permitted this subdivision as long as bottom of foundations are not in Flood Zone and have been approved by the County or Town of Mooresville. All basements must be poured concrete, and have at least 1 sump pump installed with a discharge to the drainage area. All crawlspaces must have a sump pump installed with discharge going to the drainage area. No concrete slabs will be allowed.
10. GRADE/LANDSCAPING—After construction, all lots shall be graded and landscaped. The grading shall be so as to provide positive drainage from the house as constructed. To insure positive drainage the ground shall slope away from the dwelling a minimum of one (1) inch per foot, for the first six (6) feet outside the perimeter of the foundation, or as determined by the Architectural Control Committee.

11. FENCES—No fence, wall or continuous shrub planting, which would in any way serve the purpose of a fence, shall be erected until approval is obtained from the Architectural Control Committee as to type, location, and height. No fence shall be placed on or along any lot or boundary that will obstruct reasonable vision, light, air, or view. Only properly approved fences can be erected with the approval of the architectural control committee. Fence height for Lake Lots will not exceed 48 inches. All other lots can be 72 inches high. Fences shall be erected in your backyard only. Fences shall be made of wood of a decorative type, provided the Architectural Control Committee has approved such fence.

12. VACANT LOT MAINTENANCE—Vacant lots shall be maintained per the following terms. No trash shall be allowed to accumulate and grass growth must not exceed (12) inches in height.

13. BUSINESSES—No mercantile building shall not exist, nor shall any manufacturing, wholesaling, retailing business operate in this subdivision. Home-occupancy or office based business engaged in by permanent residence lot owners are allowed so long as the activities conform with the laws, county ordinances and other governmental regulations. Business must not generate an increasing amount of traffic or require additional parking spaces beyond that needed by lot owners and immediate families. No box truck/van, concrete truck, hauling vehicle, semi-truck or unsightly business vehicle is allowed to stay at residence.

14. VEHICLE PARKING—No UNLICENSED or INOPERATIVE vehicles of any kind including boats, trucks, campers, trailers, recreational vehicles, motorcycles or similar vehicles shall be parked on any road, street, private drive, or lot. No vehicle of any kind shall park on any street in this subdivision for more than 24 hours. All boats, campers, recreational vehicles, motorcycles or similar vehicles will be required to be parked in garage.

15. AUTO MECHANICS—Except for minor or routine repair and maintenance of the owner’s personal vehicles, no welding, painting or other type of auto mechanics shall be done on premises.

16. ANIMALS—No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that each lot shall be allowed (2) total of dogs, cats, or other household pets to be kept on any lot, provided they are not kept, bred, or maintained for any commercial purposes. All animals shall be restricted to owners’ property unless the animal is on a leash accompanied by the lot owner. All animals kept in an outside shelter must be...
fenced in with a concrete floor. This shelter must not be larger than 8' X 10' X 6' and placed in an inconspicuous place not to disturb surrounding lot owners.

17. NUISANCE-No noxious or offensive activity shall be carried upon any lot, nor shall anything be done which may or may become annoyance or nuisance to the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.

18. STORAGE AND REFUSE DISPOSAL-No outside storage of debris and unlicensed or inoperative vehicles or boats shall be permitted. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No incinerator or trash burning shall be allowed.

19. MAILBOXES-The owner or his or her contractor shall purchase and install said mailbox at the owner’s expense.

20. A HOME OWNERS ASSOCIATION-A Home Owner’s Association will be established once 50% of the lots are sold. At this time, the Home Owner’s Association will assume financial responsibility of the lighting costs and common area maintenance. Until all lots are sold a representative of J & S Development Group, Inc. shall be President of said Association.

21. SWIMMING POOLS and/or ASSOCIATED STRUCTURE-No swimming pools nor associated structures shall be erected or placed on any lot until construction plans, including plot plan, have been approved by the Architectural Control Committee. Only in ground pools may be constructed on any lot in the subdivision. Swimming pools shall be properly fenced, or shall have an automatic pool cover installed to protect the safety of others. One (1) gazebo or one (1) pool accessory building (not exceeding 250 sq. ft.) will be permitted upon approval of Architectural Control Committee.

22. TEMPORARY STRUCTURES-No structures of a temporary character trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot as a residence or for any other purposes either temporarily or permanently. For the purpose of this covenant structures needed and used by builders shall be allowed to remain during the building period.

23. ARCHITECTURAL CONTROL COMMITTEE-The purpose of this committee is to keep construction conformance for the beauty of the subdivision. It is composed of members of J & S Development Group, Inc. Two signatures from the officers must be received for approval of all plans of any kind of construction. After 75% of lots are sold the Architectural Control Committee will be turned over to the Association for approvals.

25. UTILITY AND DRAINAGE EASEMENTS - These strips of ground are designated on the plat for AUGUSTA WOODS SUBDIVISION. Such strips are reserved for the use of public utility companies and governmental agencies and the lot owners. Drainage
easements are created to provide positive drainage. No fences or structures may be placed in a drainage easement. Drainage easements are not to be used to create water/drainage problems for neighbors. If there is a dispute in this matter it must be addressed with the Architectural Control Committee or the Home Owner's Assoc., whichever is in existence. Utility easements are created for the use of all public utility companies other than transportation companies for the installation and maintenance of mains, ducts, poles, lines, and wires. If sewer becomes available in the future this easement may be utilized for that purpose. All lot owners must join into the sewer system at the lot owners cost if it becomes available and majority vote from the homeowners association is obtained.

26. ENFORCEMENT- The right to enforce these covenants by injunction or to seek damages for violation or other remedy is dedicated to the owner's of the lots herein, the developer and the Architectural Control Committee. The restrictions shall remain in force for twenty (25) years from the date this plat is recorded, at which time such covenants shall automatically extend for successive periods of five (10) years unless otherwise agreed by a majority of lot owners. Invalidation of any covenant or restriction herein by judgment, court order or otherwise, shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause forfeiture or reversion of title. J & S Development Group, Inc. reserve the right to change the restrictions and covenants of Augusta Woods Subdivision at any time and at our desecration.

In WITNESS WHEREOF, This document is signed the 6 day of May, 1999.

[Signature]

Representative of J & S Development Group Inc., Robert Lee Jones, Vice-President

STATE OF INDIANA
COUNTY OF MORGAN
Before me, the undersigned notary public in and for the said state and county, personally appeared [Signature] and acknowledged execution of the above foregoing document this 6 day of May, 1999.

[Signature]
Notary Printed Name

[Signature]
Notary Signature

This document prepared by Robert Lee Jones.

RECEIVED FOR RECORD
May 7, 1999
at 12:12 P.M.
Kean Bruner
Morgan County Recorder
AMENDED DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
AUGUSTA WOODS SUBDIVISION

WHEREAS, certain dedication, restrictions, limitations and covenants have been established for Augusta Woods Subdivision, a residential subdivision, in Madison Township, Morgan County, Indiana. The dedication being recorded in the Office of the Recorder of Morgan County Indiana at Deed Record 400, page 129.

WHEREAS, previous Covenants and Restrictions have been recorded at Deed Record 400, page 133; Deed Record 401, page 491; Deed Record 407, page 400; and Deed Record 422, page 897 all in the office of the Recorder of Morgan County Indiana.

WHEREAS, pursuant to the provisions of all of said previous Covenants and Restrictions, the Declarant and Developer, J & S Development Group, Inc., has reserved the right to change and modify said Covenants and Restrictions, such right is hereby exercised.

THAT, the following amended covenants, dedications, restrictions, conditions and provisions being for the mutual benefit of all lot owners, are hereby declared to run with the land and to be binding upon all current and future owners, heirs, successors and assigns of all lots as contained within August Woods Subdivision.

1. LAND USE. All lots within the subdivision shall be used for residential use only, limited to one single family dwelling per lot.

2. STREET DEDICATION. All areas shown and designated as streets are hereby dedicated to the public.

3. BUILDING LOCATION. No building shall be located on any lot nearer to front lot line, or nearer to the side street line than the set back lines set forth in the Augusta Woods Subdivision plat. For the purpose of the this covenant, steps, eaves, and open porches shall not
be considered a part of the building. Provided, however, that this shall not be to permit any portion of any building on any lot to encroach upon any other lot unless the other lot, or part thereof, is owned by the same owner. The division of a lot for the purpose of creating additional building sites is prohibited, except by the Declarant.

For all lots which have lake frontage, the lot boundary ends at the water’s edge. Waters’s edge can fluctuate from season to season. The lake, that part which is owned by the Declarant will be deeded to the Augusta Woods Property Owners Asssociation, Inc.

4. BUILDING LINES AND SETBACK LINES. There is a minimum 25 foot front building setback. Lake lots have a 50 foot front set back requirement. Side building lines are 5 feet on each side, which does not include any additional easements that may have been established on unique lots. The side building lines also prohibit driveways being built on any easement.

The lots in the subdivision are unique in physical design and character, even more so because of septic system requirements. The primary intent of building setback requirements is to provided an attractive community that all can appreciate. Home owners and their builders are required to adhere to this intent. Homes shall be aligned to provide an even and straight in appearance with other homes on their adjacent sides. Approval for location of improvements must be submitted to the Architectural Control Committee. Exceptions can be made to setback requirements due to uniqueness of the lot and/or undue hardship by said committee.

5. BUILDING REQUIREMENTS. All dwellings of one story appearance or “ranch” style homes must be no smaller than 1800 square feet of living area, not including garages, basements or porches. Any dwelling of 1 ½ story appearance must have a minimum square footage of 2200 square feet of living area as previously defined. All dwellings must have not less than a two car attached garage. All plans are to be submitted to and be approved by the Architectural Control Committee prior to construction with the following additional limitations.

a) Room pitch must be 8/12 with gable style or 6/12 with hip style.

b) All dwellings must be not less than 80% brick exterior with wood, cedar or an approved Architectural Control Committee product. All wood, cedar, etc. products must be painted or stained. No vinyl or aluminum product may be used upon the exterior of the dwelling except for gutters, downspout, vents, windows and/or flashing.

c) Exterior post lights must be installed, at the cost of the lot owner, no further than 20 feet from the entrance of the home. This post light must have a photocell that is maintained in an operational manner.

d) All driveways must be concrete not less than 4 inches thick.

e) No sidewalks are required in the subdivision.

f) All construction must be completed with in one year of start, acts of God and unusual weather or destruction of work in progress excepted.

g) All owners and their builder/contractors shall be responsible for and repair or restore any damage of any damage to sidewalks, streets, drainage area, field tile, utilities or other improvements, regardless the same was inadvertent or unavoidable.

h) All owners and their builders/contractors shall be responsible for and maintain the job site in reasonable order, containing all trash and debris within the lot and have it properly
disposed of or removed.

i) All lot owners shall be responsible for finishing yard slopes, erosion control and decorative landscaping. All grades an slopes must not block the natural flow of surface water upon the land.

j) All gas or oil tanks are prohibited, except temporary gas tanks will be allowed until main gas lines are installed.

k) Satellite dishes are allowed, however must be located in the backyard in an inconspicuous place, subject to approval of the Architectural Control Committee.

6. ADDITIONAL GARAGES. One additional garage may be constructed with same roof pitch as the home. The front of the garage must be 100% brick and the sides must have at least three feet of brick installed. The garage must have the same brick, shingles and paint or stain as the home. This garage must not be larger than 32 feet by 40 feet and shall be subject to approval of the Architectural Control Committee.

7. STORAGE BARNs. One storage barn may be constructed on each lot. It must be located at the back of the lot and not obstruct lake lot owners view of the lake. Such storage barns must be no larger than 12 feet by 12 feet and no larger than one story, constructed of wood project painted or stained the same color and shingles as the dwelling.

8. DOCKS. Lot owners with homes on the lake may have a dock adjoining their property so long as it protrudes not more than six feet into the lake and is limited to twelve feet in width. All docks must be kept in a safe, clean condition and be kept in properly insured.

9. BASEMENTS/CRAWL SPACES. Basements and/or crawlspace may be permitted within the subdivision so long as the bottom of the foundations is not in the Flood Zone and have been approved by the appropriate authority issuing the building permit for the structure. All basements must be of poured concrete. Both basements and crawlspace shall have not less than one sump pump installed with a discharge to the drainage area. No concrete slabs will be allowed.

10. GRADE/LANDSCAPING. After construction, all lots shall be graded and landscaped. The grading shall be so as to provide positive drainage from the house as constructed. To insure positive drainage the ground shall slope away from the dwelling a minimum of one inch per foot, for the first six feet outside the perimeter of the foundation, or as determined by the Architectural Control Committee.

11. FENCES. No fence, wall or continuous shrub planting, which would serve the purpose of a fence shall be erected until approval is obtained from the Architectural Control Committee as to type, location and height. No fence shall be place on or along any lot or boundary that will obstruct reasonable vision, light, air or view. Only property approve fences can be erected. Fence height for lake lots will not exceed 48 inches and 72 inches on all other lots. Fences shall be erected in the backyard only and shall be made of wood of decorative type.

12. VACANT LOT MAINTENANCE. Vacant lots shall be maintained per the
in the subdivision are sold a representative of the Declarant shall be President of the Association. The acquisition and ownership of a lot within the subdivision a lot owner becomes a member of the Association. Each owner shall maintain membership in the Association in good standing and pay the annual charge assessed by the Association as provided in the By-laws of the Association. One assessment shall be made to each owner, regardless of the number of lots owned, except the Declarant shall be exempt from assessment by the Association. The assessment and obligation to pay the same shall be deemed to run with the land and the nonpayment of any charges, including legal fees and costs of collection shall become a lien upon the lot or lots in favor of the Association and shall be enforceable by the Association.

21. SWIMMING POOLS AND ASSOCIATED STRUCTURES. No swimming pools nor associated structures shall be erected or placed on any lot until construction plans, including plot plan has been approved by the Architectural Control Committee. Such pools may only be in ground pools and shall be properly fenced or have an automatic pool cover installed to protect the safety of others. One gazebo or pool accessory building (not exceeding 250 square feet) will be permitted.

22. TEMPORARY STRUCTURES. No structures of a temporary character including a trailer, basement, tent, shed, garage, barn or other outbuilding shall be used on any lot as a residence or for any other purposes, except as allowed in these covenants. For purpose of this covenant structures needed and used by builders shall be allowed to remain during the building period.

23. ARCHITECTURAL CONTROL COMMITTEE. The purpose of this committee is to keep construction in conformance for the beauty of the subdivision. Such committees shall be composed of members of the Declarant and two signatures from the committee must be received for approval of all plans for any kind of construction. After 75% of the lots are sold the committee and its responsibilities shall be turned over to the homeowners association.

24. UTILITY AND DRAINAGE EASEMENTS. The utility and drainage easements as designated on the plat of the subdivision are reserved for the use of the public utility companies, governmental agencies and the lot owners. Drainage easements are created to provide positive drainage. No fences or structures may be placed upon any easements nor may such easements be used to create water or drainage problems for neighbors. If there is a dispute, the same must be addressed to the Architectural Control Committee for resolution. Utility easements are created for the use of all public utility companies other than transportation companies for the installation and maintenance of mains, ducts, poles, lines and wires. If sewer becomes available in the future the easements may be utilized for that purpose. All lot owners must join into the sewer systems if it becomes available and a majority vote of the homeowners association is obtained.

25. ENFORCEMENT. The right to enforce these covenants by injunction or to seek damages for violation or other remedy is dedicated to the owner's of the lots herein, the declarant and the Architectural Control Committee. In the event that the enforcement petition is successful then in addition to any damage sustained, reasonable attorney fees and other costs of litigation
following terms: no trash shall be allowed to accumulate and grass growth must not exceed twelve inches in height.

13. BUSINESSES. No mercantile building, nor any manufacturing, wholesaling or retailing business shall operate in the subdivision. Home occupancy or office based business engaged in by permanent residential lot owners are allowed so long as the act ivies conform with the law and/or other governmental regulation. Business must not generate an increased amount of traffic or require additional parking spaces beyond that needed by the low owners and their immediate families. No box truck/van, concrete truck, hauling vehicle, simi-truck or unsightly business vehicle is allowed to stay at the residence.

14. VEHICLE PARKING. No unlicensed or inoperative vehicles of any kind including boats, trucks, campers, trailers, recreational vehicles, motorcycles or similar vehicles shall be parked on any road, street, private drive or lot. No vehicle of any kind shall park on any street of the subdivision for more than 24 hours. All boats, campers, recreational vehicles, motorcycles or similar vehicles will be required to be parked in a garage.

15. AUTO MECHANICS. Except for minor or routine repair and maintenance of the owners' personal vehicles, no welding, painting, or other type of auto mechanics shall be done upon any lot.

16. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that each lot shall be allowed a total of two cats, dogs or other household pets. The same shall not be kept, bred, or maintained for any commercial purposes. All animals shall be restricted to the owners' property unless the animal is on a leash accompanied by the lot owner. All animals kept in an outside shelter must be fenced with a concrete floor. This shelter must not be larger than 8 feet by 10 feet by 6 feet and placed in an inconspicuous place so as to not disturb surrounding lot owners. No animals shall be kept on chains outside upon any lot nor shall they be kept upon any lot by electric fencing.

17. NUISANCE. No noxious or offensive activity shall be done upon any lot, nor shall anything be done which is an annoyance or nuisance to the neighborhood or unlawful activity.

18. STORAGE AND REFUSE DISPOSAL. No outside storage of debris, unlicensed vehicles or boats shall be permitted. Trash, garbage or other wastes shall not be kept except in sanitary containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No incinerator or trash burning shall be allowed.

19. MAILBOXES. The owner or their contractor shall purchase and install a mailbox at the owner's expense.

20. HOME OWNERS ASSOCIATION. A not-for-profit home owners association has been established for the subdivision. Such home owners association will assume the financial responsibility of lighting and maintenance of the common areas, including but not limited to the lake, lake ramp, weed control and front entry to the subdivision. Until such time as all of the lots
may be recovered.

26. AMENDMENT OR MODIFICATION. These restrictions and covenants shall remain in full force and effect until amended and/or modified. Amendment or modification may be had by a two-thirds of the lot owners agreeing to such change. The Declarant, so long as it owns any lot within the subdivision reserves the right to amend or modify these covenants and restrictions at any time. Invalidation of any covenant or restrictions herein by judgment, court order or otherwise, shall not affect any other covenant or restriction. Violation shall not cause forfeiture or reversion of title.

IN WITNESS WHEREOF, these Amended Covenants and Restrictions are signed this ___ day of September, 2001

J & S Development Group, Inc.

[Signature]
By Robert Lee Jones, Vice President

State of Indiana,
County of Morgan,

Before me, a Notary Public personally appeared Robert Lee Jones, Vice President of J & S Development Group, Inc., and acknowledged the execution of the foregoing this 15th day of September, 2001:

[Signature]
Diane Bailey, Notary Public
Residing in Morgan County, Indiana

My Commission Expires: 2-10-07

This instrument prepared by Phillip R. Smith, Attorney at Law.
20208853

BYLAWS OF AUGUSTA WOODS
PROPERTY OWNERS ASSOCIATION, INC.

Article I
NAME AND LOCATION

The name of the corporation is Augusta Woods Property Owners Association, Inc., hereafter referred to as the "Association." The principal office of the corporation shall be located at 4453 Allison Road, Camby, Indiana but meetings of members and directors may be at such places within the State of Indiana, County of Morgan, as may be designated by the Board of Directors.

Article II
DEFINITIONS

Section 1. "Association" shall mean and refer to Augusta Woods Property Owners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property as described in the Dedication of Augusta Woods Subdivision and the Augusta Woods Subdivision Covenants and Restrictions, and all amendments and/or revision thereto, as recorded in the Office of the Recorder of Morgan County, Indiana.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any parcel of land shown upon the recorded plat of the subdivision, with the exception of Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to J & S Development Group, Inc., its successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the Properties recorded in the Office of the Recorder of Morgan County, Indiana.

Section 8. "Member" shall mean the owner of any one or more lots which is a part of the Properties.

Section 9. "Officer" shall mean a member of the Board of Directors.
Article VIII

ASSESSMENTS

Each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which is not paid when due shall be delinquent. If the 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 18 percent 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, and interest, costs and reasonable attorney fees of such action shall be added to the amount of such assessment. No Owner may waive or escape such liability for the assessment provided by nonuse of the Common Area or abandonment of their Lot.

Article IX

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of members.

Section 2. In the case of any conflict between the Articles of Incorporation and these ByLaws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Article X

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except the first fiscal year shall begin on the date of incorporation.
effect as of the date of receipt of such notice or at any later time specified. The acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

Section 6. Duties. The specific duties of the officers are as follows:

President

The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes. The president shall appoint any committees deemed necessary, such as an architectural control committee or maintenance committee.

Vice-President

The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge other duties as may be required of him by the Board.

Secretary

The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; shall serve notice of meetings of the Board and of the members in accordance with these By-laws; shall be custodian of corporate records; shall keep appropriate current records showing the members of the Association with their addresses; and shall perform such other duties as required by the Board.

Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign with the president all checks and promissory notes of the Association; shall keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its annual meeting.

Article VII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.
E) declare the office of a member of the Board of Directors to be vacant in the event
such member shall be absent for three (3) or more consecutive meetings of the Board of
Directors;

F) employ a manager, an independent contractor, or such other employees as they
deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

A) cause to keep a complete record of all its acts and corporate affairs and to present a
statement thereof to the members at the annual meeting of the members, or any special
meeting.

B) supervise all offices, agents and employees of the Association and see that their
 duties are properly performed;

C) fix the amount, send notice and collect annual assessment against each lot,
including the right to file lien and foreclose the same against a lot which is thirty (30) days or
more delinquent in payment of the assessment or to bring an action against the owner
personally for the obligation;

D) procure and maintain liability insurance and hazard insurance on property owned
by the Association;

E) cause all officers or employees having fiscal responsibilities to be bonded, as it may
deem appropriate;

F) cause common areas and facilities to be maintained, including the lake, lake ramp,
and front entry area, and all structures and lighting thereon. Maintenance activities shall
include such items as grass mowing, weed control, water treatment, painting, repair, etc;

G) oversee the working of any appointed committees to ensure compliance with the
Articles of Incorporation, the Declaration, and these By-laws.

Article VI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be the
president, vice-president, secretary, treasurer, and a general officer. These officers shall
collectively comprise the Board of Directors.

Section 2. Election of Officers. The election of the officers shall take place at each
annual meeting of the members, however pursuant to the Declaration, a representative of the
Declarant shall serve as President until less than three of the lots in the subdivision remain for
sale by the Declaratant.

Section 3. Term. The officers of this Association shall be elected annually by the
Board and shall hold office for two (2) years unless they should sooner resign, or shall be
removed or otherwise disqualified to serve.

Section 4. Resignation and Removal. Any officer, except the Declaratant, may be
removed from office with or without cause by the remaining members of the Board. Any
officer may resign at any time giving written notice to the Board. Such resignation shall take

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BOARD OF DIRECTORS

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who shall be members of the Association.

Section 2. Election and Term. At the first annual meeting the members shall elect two directors for a term of one year and three directors for a term of two years. All subsequent terms shall be for a period of two years. So long as the Declarant owns at least three lots within the Properties then their representative shall serve as one of the directors. A candidate for director may be nominated by any member. A director shall be elected by a majority vote (50%) of the members present in person or by proxy.

Section 3. Removal. Any director may be removed from the Board with or without cause, except the representative of the Declarant, by a majority vote (50%) of the members of the Association. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No director shall receive compensation for any service rendered to the association. However, any director may be reimbursed for actual expenses incurred in the performance of duties for the Association.

Section 5. Meetings. Meetings of the Board of Directors may be held whenever necessary to ensure the timely completion of business. A meeting may be called by any director, but must be preceded by three (3) days notice given to each director. The notice shall include the location, time, and purpose of the meeting. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision made by a majority of the directors at a duly held meeting shall be regarded as the act of the Board.

Article V

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

A) adopt and publish rules and regulations governing the use of the common areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

B) suspend the voting rights and the right to use common areas of a member during any period in which such member shall be in default in payment of any assessment levied by the Association;

C) suspend the right to use common areas and facilities, for a period not to exceed 60 days, after notice and hearing, for infraction of published rules and regulations governing the use of the common areas and facilities;

D) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by these By-Laws, the Articles of Incorporation, or the Declaration;
Article III

MEETING OF MEMBERS

Section 1. Membership. Membership shall be composed of all property owners of fee title in Augusta Woods subdivision, for which the Association is organized, and who shall pay to the Association treasury the yearly assessments as set forth in the covenants. A membership list shall be maintained by an officer and shall be made available at all meetings of members.

Section 2. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held in the same month of each year thereafter, or as otherwise scheduled by the Board of Directors.

Section 3. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-half (50%) of all the votes of the membership.

Section 4. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of secretary or, the person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association, for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting the purpose of the meeting.

Section 5. Voting. Each property owner shall have one vote, provided all annual assessments and dues have been paid.

Section 6. Quorum. The presence at the meeting of members entitled to cast or proxies entitled to cast, one-half (50%) of the votes, as determined from the membership list, shall constitute a quorum for any action except as provided by the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announced at the meeting, until a quorum as aforesaid shall be present or represented.

Section 7. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies and revocation of proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.
In Witness Whereof, we being all of the directors of the Augusta Woods Property Owners Association, Inc. have hereunto set our hand this 22nd day of March, 2002.

Bob Jones, President

Frank Zeman, Vice President

Melvin Smith, Treasurer

Lance McElhaney, Secretary

Roland Van Orshoven, General Officer

PREPARATION

I, the undersigned, do hereby certify that I have prepared the foregoing By-Laws of the Augusta Woods Property Owners Association. In Witness Whereof, I have hereunto subscribed my name this 22nd day of March, 2002.

Lance McElhaney, Secretary

Commission Expires Nov. 4, 2008
President of Morgan Co. Indiana.

JoAnn Tesmann
3-22-02
Notary

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