DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
EAGLE CROSSING
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EAGLE CROSSING

THIS DECLARATION, dated ____________, 20__ is by C.P. MORGAN
COMMUNITIES, L.P., an Indiana limited partnership ("Developer").

Recitals:

A. Developer is the purchaser and owner of all of the lands contained in the area
shown on Exhibit "A", attached hereto and made a part hereof (the "Real Estate"), which lands
will be subdivided for development of Eagle Crossing, a single family housing development in
Hendricks County, Indiana (the "Development"), and will be more particularly described on the
plats of the various sections thereof recorded and to be recorded in the Office of the Recorder of
Hendricks County, Indiana (the "Plats").

B. As provided herein, Developer has retained and reserved the right, privilege and
option to submit to the provisions of this Declaration at a later time and from time to time as a part
of the Development additional property and has retained and reserved the right to withdraw and
remove any portion of the Real Estate from the control and provisions of this Declaration.

C. Developer is about to sell and convey the residential lots situated within the platted
areas of the Development and before doing so desires to subject and impose upon all real estate
within the platted areas of the Development mutual and beneficial restrictions, covenants,
conditions and charges contained herein contained and as set forth in the Plats (the "Declaration"
or "Restrictions") under a general plan or scheme of improvement for the benefit and complement
of the lots and lands in the Development and future owners thereof.

Terms:

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands
located within the Development are held and shall be held, conveyed, hypothecated or
encumbered, leased, rented, used, occupied and improved, subject to the Restrictions, all of which
are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and
lands in the Development, and are established and agreed upon for the purpose of enhancing and
protecting the value, desirability and attractiveness of the Development as a whole and of each of
said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon
Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in
and to the real property or any part or parts thereof subject to the Restrictions, and shall inure to
the benefit of Developer's successors in title to any real estate in the Development.
ARTICLE I
DEFINITIONS

The following are the definitions of the terms used in this Declaration:

Section 1.1 "Assessment" shall mean the share of the Common Expenses imposed on each Lot or other special assessments, as determined and levied pursuant to the provisions of Article V hereof.

Section 1.2 "Association" shall mean Eagle Crossing Homeowners' Association, Inc., or an entity of similar name, its successors and assigns, which shall be created as an Indiana nonprofit corporation formed or to be formed under the Indiana Nonprofit Corporation Act of 1991, as amended.

Section 1.3 "Board" shall mean the Board of Directors of the Association.

Section 1.4 "Committee" shall mean the Development Control Committee which shall be appointed by the Board and have such duties as provided in Article VI, below.

Section 1.5 "Common Area(s)" shall mean those areas and all improvements located thereon which are identified on the Plats.

Section 1.6 "Common Expenses" shall mean the actual and estimated cost to the Association of the costs for maintenance, management, operation, repair, improvement and replacement of the Common Areas, and any other cost or expense incurred by the Association for the benefit of the Common Areas or for the benefit of the Association.

Section 1.7 "Development Period" shall mean the period of time during which Developer owns at least one (1) Lot.

Section 1.8 "Dwelling Unit" shall mean and refer to any structure (or portion thereof) designed or intended for use and occupancy as a residence by one (1) family on a Lot located within the Development, irrespective of whether such dwelling is detached or attached to another Dwelling Unit.

Section 1.9 "Easement Area" shall mean any portion of the Real Estate which is subject to an easement as more particularly described in Article III, below.

Section 1.10 "Lake" or "Lakes" shall mean and refer to the water detention pond(s) or lake(s), whether or not such are also a Common Area, together with the shoreline area thereof, as shown on the Plats.

Section 1.11 "Limited Common Area" may appear upon the Plats designated by block letter and further identified as a "cul-de-loop" which is created for the exclusive use and enjoyment of those particular lots having public street access therefrom. Each such owner shall have an easement for ingress and egress in common with the other adjacent owners to the public street across such area. Such cul-de-loop may further have a landscaped island as may be shown on the
Plats therein adjacent to the public right-of-way and such Limited Common Area shall be owned and maintained by equal undivided interests as tenants in common of the lots abutting thereon and using the cul-de-loop as a means of ingress and egress to the public street. Such maintenance and repair shall be undertaken by a determination in writing of a majority of the lot owners having an undivided interest in the Limited Common Area, and upon the failure of any such lot owner to pay his equal contributive share for such maintenance or repair, the remaining lot owners or any one of them may advance the defaulting lot owner's contributive share upon thirty (30) days' written notice and such advancement shall constitute a lien upon the lot of the defaulting lot owner enforceable in the same manner and under the same terms as made and provided under the provisions of the Mechanics Lien Laws of the State of Indiana, Chapter 116 of the Acts of the 1909 Indiana General Assembly as amended to date, I.C. 32-8-3-1 et seq. Any such lien shall be subordinate to the lien of any first mortgage and any first mortgagee taking title to a lot by foreclosure or deed in lieu thereof shall take title free and clear of any such assessments for work performed prior to such mortgagee's taking title.

Section 1.12 "Lot" or "Lots" shall mean any parcel(s) of the Real Estate (excluding the Common Areas) which are designated and intended for use as a building site, or developed and improved for use as a single family residence identified by number on the Plats. No Lot shall be further subdivided for development purposes, except as may be reasonably necessary to adjust for minor side or rear yard encroachments or inconsistencies.

Section 1.13 "Member" shall mean any person or entity holding membership in the Association.

Section 1.14 "Owner" shall mean the record owner, whether by one or more persons, of the fee simple title to any Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

Section 1.15 "Supplemental Declaration" shall mean an amendment or supplement to this Declaration or a Plat executed by or consented to by Developer, or by the Association pursuant to Article II, and recorded in the public records of the county in which the Declaration was originally recorded, which subjects additional real estate to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the Real Estate or the land described therein. A Supplemental Declaration may also remove any portion of the Real Estate then owned by Developer from the control and provisions of this Declaration.

**ARTICLE II**

**DEVELOPMENT OF THE REAL ESTATE**

Section 2.1 Development of the Real Estate. All Lots shall be and hereby are restricted exclusively to single-family residential use and shall be subject to the standards and restrictions set forth in this Declaration. Developer shall have the right, but not the obligation, during the Development Period, to submit additional real estate to or exclude any portion of the Real Estate from the provisions of this Declaration, and to make and maintain improvements, repairs and changes to any Common Area and all Lots owned by Developer, including without limitation: (a) installation and maintenance of improvements in and to the Common Areas; (b) changes in the
location of the boundaries of any Lots owned by Developer or of the Common Areas; (c) installation and maintenance of any water, sewer, and other utility systems and facilities; (d) installation of security or refuse systems; and (e) additions or changes to the boundaries of any Common Areas or Easement Areas.

Section 2.2 Public Streets. The streets and public rights-of-way shown on the Plats are, upon recording of the Plats, dedicated to the public use, to be owned and maintained by the governmental body having jurisdiction, subject to construction standards and acceptance by such governmental body. All Lots shall be accessed from the interior streets of the Development.

Section 2.3 Development of Additional Property. Developer hereby reserves the right and option, to be exercised in its sole discretion and without further approval by any party, to submit at any time and from time to time during the Development Period, additional real estate to the provisions of this Declaration. This option may be exercised by Developer in accordance with the following rights, conditions, and limitations:

(a) Additional real estate may be added to the Development at different times, and there are no limitations fixing the boundaries of the portions or regulating the order, sequence, or location in which any of such portions may be added to the Development. No single exercise of Developer's option to submit additional real estate to the Declaration shall preclude any further exercises of this option thereafter and from time to time as to other real estate.

(b) The option to add additional real estate may be exercised by Developer by the execution of a Supplemental Declaration or Plat describing such additional real estate which shall be filed in the public records of the county in which the Declaration was originally recorded, together with a legal description of the additional real estate. The provisions of this Declaration shall then be construed as embracing the real property described in Exhibit "A" and such additional real estate so submitted to the terms hereof, together with all improvements located thereon.

Section 2.4 Annexation of Additional Real Estate by Members. After the Development Period, the Association may annex additional real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of at least two-thirds (2/3) of the Members. Annexation by the Association shall be accomplished by the appropriate filing of record of a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provision of the By-Laws dealing with regular or special meetings, as the case maybe, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 2.4 and to ascertain the presence of a quorum at such meeting.

Section 2.5 Withdrawal of Property. Developer hereby reserves the right and option during the Development Period, to be exercised in its sole discretion and without further approval by any party, to withdraw and remove any portion of the Real Estate then owned by Developer.
from the control and provisions of this Declaration. Such removal by Developer shall be carried out generally by the execution and filing of a Supplemental Declaration or other document which shall be filed in the public records of county in which the Declaration was originally recorded, together with a legal description of the Real Estate being withdrawn.

ARTICLE III
PROPERTY RIGHTS AND EASEMENTS

Section 3.1 General. Each Lot shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred, and encumbered the same as any other real property. The Owners of any Lot subject to this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the new Owner acknowledges the rights and powers of Developer with respect to this Declaration and also for themselves, their heirs, personal representatives, successors and assigns. Each Owner shall be entitled to the exclusive ownership and possession of his Lot subject to the provisions of this Declaration, including without limitation, the provisions of this Article III. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, a non-exclusive right and easement of enjoyment in and to the Common Areas as established hereunder and membership in the Association. Each Owner shall automatically become a member of the Association and shall remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically pass to his successor-in-title any certificates or other evidences of his membership in the Association. Lots shall not be subdivided by Owners and the boundaries between Lots and between the Development and other neighborhoods shall not be relocated, unless the relocation thereof is made with the approval of the Board and, during the Development Period, of Developer.

Section 3.2 Owner's Easement of Enjoyment. Every Owner, his family, tenants, and guests shall have a non-exclusive right and easement of use and enjoyment in and to the Common Areas, such easement to be appurtenant to and to pass with title to each Lot, subject to the provisions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board in accordance with the By-Laws and subject to the following provisions:

(a) The Right of the Association to mortgage all or any portion of the Common Areas for the purpose of securing a loan of money to be used to manage, repair, maintain, improve, operate, or expand the Common Areas.

(b) The easements reserved elsewhere in this Declaration or in any Plat of all or any part of the Real Estate, and the right of the Association to grant and accept easements as provided in this Article III. The location of any improvements, trees or landscaping within an easement area is done at the Owner's risk and is subject to possible removal by the Association or the grantee of such easement.
(c) The right of the Association to dedicate or transfer fee simple title to all or any portion of the Common Areas to any appropriate public agency or authority, public service district, public or private utility, or other person, provided that any such transfer of the fee simple title must be approved by a majority vote of the Members as provided in the By-Laws, or by Developer during the Development Period.

(d) The rights of the Association and Developer reserved elsewhere in this Declaration or as provided in any Plat of all or any part of the Real Estate.

(e) The rights of the holder of any mortgage which is prior in right or superior to the rights, interests, options, licenses, easements, and privileges herein reserved or established.

Section 3.3 Easements for Developer.

(a) During the Development Period, Developer shall have an easement for access to the Real Estate, including any Lot and all Common Areas, for the purpose of constructing structures and other improvements in and to the Lots and Common Areas, and for installing, maintaining, repairing, and replacing such other improvements to the Real Estate (including any portions of the Common Areas) as are contemplated by this Declaration or as Developer desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Developer have the obligation to do any of the foregoing. In addition to the other rights and easements set forth herein and regardless of whether Developer at that time retains ownership of a Lot, Developer shall have an alienable, transferable, and perpetual right and easement to have access, ingress and egress to the Common Areas and improvement thereon for such purposes as Developer deems appropriate, provided that Developer shall not exercise such right so as to unreasonably interfere with the rights of owners in the Development.

(b) In addition to the easement set forth in Section 3.3(a), Developer hereby retains, reserves and is granted an exclusive perpetual easement over, above, across, upon, along, in, through, and under the Utility Easement Areas, as such is defined in Section 3.4, below (i) for the purpose of owning, installing, maintaining, repairing, replacing, relocating, improving, expanding and otherwise servicing any utility or service including, without limitation, electricity, gas, sewer, telephone, television, and computer link by line, wire, cable, main, duct, pipe conduit, pole, microwave, satellite or any other transfer or wireless technology, and any related equipment, facilities and installations of any type bringing such utilities or services to each Lot or Common Area; (ii) to provide access to an ingress and egress to and from the Real Estate for the purposes specified in subsection (i); and (iii) to make improvements to and within the Real Estate to provide for the rendering of public and quasi-public services to the Real Estate. The easements, rights and privileges reserved to Developer under this Section 3.3(b) shall be transferable by Developer to any person or entity solely at the option and benefit of the Developer, its successors and assigns, and without notice to or the consent of the Association, the Owners, or any other person or entity. Developer may at any time and from time to time grant similar or lesser easements, rights, or privileges to any person or entity. By way of example, but not by limitation,
Developer and others to whom Developer may grant such similar or lesser easements, rights or privileges, may so use any portion of the Real Estate to supply exclusive telecommunications services to each Lot. The Easements, rights and privileges reserved under this Section shall be for the exclusive benefit of Developer, its successors and assigns and may not be impaired, limited or transferred, sold or granted to any person or entity by the Association or any of the Owners.

Section 3.4 Drainage, Utility and Sewer Easements ("DU&SE").

(a) There is hereby reserved for the benefit of Developer, the Association, and their respective successors and assigns, the perpetual right and easement, as well as the power, to hereafter grant and accept nonexclusive easements to and from any of the following providers and their respective successors and assigns, upon, over, under, and across (i) all of the Common Areas; and (ii) those portions of all Lots designated on the Plat as "DU&SE" and as otherwise are reasonably necessary (such areas herein referred to collectively as the "Utility Easement Areas") for installing, replacing, repairing, and maintaining, the following specified services, and no other:

<table>
<thead>
<tr>
<th>Name of Specific Provider</th>
<th>Specific Service:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indianapolis Power &amp; Light</td>
<td>Electricity</td>
</tr>
<tr>
<td>Indianapolis Water Company</td>
<td>Water</td>
</tr>
<tr>
<td>Hendricks County Regional Swr. Dist.</td>
<td>Sewer</td>
</tr>
<tr>
<td>Indiana Gas Company</td>
<td>Natural Gas</td>
</tr>
<tr>
<td>Ameritech</td>
<td>Telephone</td>
</tr>
<tr>
<td>Comcast Cablevision</td>
<td>Cable</td>
</tr>
</tbody>
</table>

The Developer, the Association, and their successors and assigns shall also have the perpetual right and easement, as well as the power, to hereafter grant and accept nonexclusive easements within the Utility Easement Areas to and from any public authority or agency, public service district, public or private utility or other person for the purpose of installing, replacing, repairing, maintaining, and using storm sewers, drainage systems, and retention ponds and facilities for the Development or any portion thereof. Any other grant or acceptance of any easement other than those specified above for any other utility service, including but not limited to, master television antenna and/or cable systems, security and similar systems, shall be made by Developer in accordance with the rights reserved to Developer under Section 3.3(b), above. To the extent possible, all utility lines and facilities serving the Development and located therein shall be located underground. By virtue of any such easements and facilities, it shall be expressly permissible for the providing utility company or other supplier or service provider, with respect to the portions of the Development so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any fences, trees, bushes, or shrubbery, (iii) to grade, excavate, or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems.
(b) Developer hereby grants to such governmental authority or agency as shall from time to time have jurisdiction over the Development with respect to law enforcement and fire protection, the perpetual, non-exclusive right and easement upon, over, and across all of the Common Areas for purposes of performing such duties and activities related to law enforcement and fire protection in the Development as shall be required or appropriate from time to time by such governmental authorities under applicable law.

(c) There shall be created sanitary sewer easements in those areas designated on the Plat which easements shall run in favor of Developer and any governmental or private entity needing such access for the purpose of installation and maintenance of the pipes, lines, manholes, pumps and other equipment necessary for the sanitary sewer system.

Section 3.5 Drainage Easements. There is hereby reserved an easement for the benefit of Developer, the Association, and their respective successors and assigna for access to and installation, repair, or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate; provided, however, that the Owner of any Lot subject to a drainage easement shall be required to maintain the portion of said drainage easement on his Lot (as shown on any Plat) in the condition originally provided by Developer and free from obstructions so that the surface water drainage will be unimpeded. No changes shall be made to said area by the Owner without the written consent of the applicable governmental agency; provided, however, that Developer, in its sole discretion, may make any changes. No permanent structures shall be erected or maintained upon said drainage easements.

Section 3.6 Landscape Easements ("LE"). Landscape Easements, as designated on a Plat of all or any part of the Real Estate, are hereby created and reserved for the use of Developer and the Association for access to and installation, maintenance, repair, and replacement of signs, walls, earth mounds, trees, foliage, landscaping, and other improvements. Except as installed by Developer or the Association, no improvements or permanent structures, including without limitation, fences, patios, decks, driveways, and walkways, shall be erected or maintained in or upon said Landscape Easements without the written consent of the Board and provided such are in accordance with all applicable zoning laws. Notwithstanding the reservation of this easement, the Owners of Lots subject to an LE which does not extend along adjoining streets or roads shall have the exclusive right to use such area, subject to any other easement affecting such Lot.

Section 3.7 Lake Maintenance Access Easement and Emergency Access Easement:
There may be strips of grounds as shown on the Plat marked Lake Maintenance Access Easement (L.M.A.E.) and Emergency Access Easement (E.A.E.), which are created and reserved: (a) for the use of the Developer during the Development Period for access to the Common Area or the Lakes and (b) for the nonexclusive use of the Association or any applicable governmental authority for access to the Common Areas or the Lakes. The Owner of any Lot which is subject to an LMAE or EAE shall be required to keep the portion of his Lot which is subject to such easement free from obstructions so that access will be unimpeded.

Section 3.8 Medians and Entry Features: There may be landscaped medians and/or islands located within the Development and within the public right-of-way of the streets which are not otherwise labeled as Common Areas or as a LE. These areas are created and reserved for installation and maintenance of landscaping and entry features such as but not limited to
permanent walls, signs, fences and landscaping material. These landscaped areas and features shall be maintained by the Association as if such were a Common Area.

Section 3.9 Sales and Construction Offices. Notwithstanding any provisions or restrictions herein to the contrary, during the Development Period, and for a reasonable time thereafter, there is hereby reserved and created for the use of Developer, and its successors and assigns, and persons constructing improvements within the Development, an easement for access to the Real Estate for the maintenance of signs, sales offices, construction offices, business offices, and model houses, together with such other facilities as in the sole opinion of Developer may be reasonably required, convenient, or incidental to the completion, improvement and/or sale of Lots and the Common Areas.

Section 3.10 Maintenance Easement. There is hereby reserved and created for the use of Developer, the Association and their respective agents, employees, successors and assigns, a maintenance easement to enter upon any Lot for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain a community-wide standard of health, fire safety, and appearance within the Development, provided that such easements shall not impose any duty or obligation upon Developer or the Association to perform any such actions.

Section 3.11 Patio Homes. In the event that Developer permits a builder to construct within the Development a Dwelling Unit that is to be substantially contiguous with a the side lot line of an adjacent Lot (such Dwelling Unit herein referred to as a “Patio Home”), then to the provisions of this Section 3.11 shall apply:

(a) To the extent necessary, the owner of the Lot upon which a Patio Home is constructed is hereby granted a six (6) foot access easement upon the Lot which is adjacent and substantially contiguous to the side wall of the Patio Home. The easement under this subsection is for the construction, maintenance and the encroachment by walls, eves, roof overhang, gutters and similar structures, and as necessary or appropriate, for underground utility lines and utility services, in favor of the Owners of each of the affected Lots and to all public, private and municipal utility companies. Notwithstanding the foregoing, there shall be maintained a minimum distance between the side walls of Dwelling Units of ten (10) feet, and between rear walls of Dwelling Units of twenty (20) feet. The surface of the easement area shall be restored by the person using the easement area to the condition as existed prior to any disturbance.

(b) Each Patio Home, other than one specifically excepted by Developer, shall have one (1) side wall constructed without windows (the “blank wall”) below a point which is seven (7) feet above the finished floor elevation. The Owner of a Patio Home shall have an exclusive easement of use of the area extended from the exterior side wall of such Owner’s Patio Home to the blank wall of the adjacent Dwelling Unit which faces said area, and running the length of such blank wall side of such adjacent residence (the "patio area"); provided that such exclusive easement shall not apply in the case where there are two (2) adjacent lots where two (2) patio areas face each other, and it further shall not apply in the case when the adjacent Dwelling Unit is not constructed substantially contiguous to a side lot line. The Owner of the Patio Home benefited by the patio area shall maintain such
patio area, excluding the blank wall of the adjacent residence. In the event such Owner fails to maintain said patio area, the Owner of the adjacent Dwelling Unit shall have the right and an easement to enter such area as necessary to maintain any portion of his Lot within such easement area. No fences, except fences installed by Developer, shall be erected in said patio area without the written consent of both Owners, and otherwise with the consent of the Committee. In the event two (2) Patio Homes are constructed side by side with blank walls facing a common property line, the Owners of each Patio Home shall be responsible for maintaining the area between the blank wall of their patio homes and the common property line.

**Section 3.12 Tree Preservation Areas ("TPA").** Tree Preservation Areas, also known as TPAs, are designated on the Plat of the Real Estate. Except as installed by Developer or the Association, no improvements or permanent structures, including without limitation, fences, patios, decks, driveways, and walkways, shall be erected or maintained in or upon any TPA without the written consent of the Board, provided such are otherwise in accordance with all applicable zoning laws. An Owner of any Lot affected by a TPA shall maintain such area in a natural condition, and shall not further landscape or improve such area except with the prior written approval of the Board. In addition, no Owner of any Lot upon which a TPA exists shall, except as otherwise permitted below, remove or excessively prune, or cause the removal or excessive pruning of, any tree within the TPA. For purposes of this Section, the following definitions shall apply: (a) "Excessive pruning" means removal of more than one-fourth of the functioning leaf and stem area of a tree in any twelve-month period, or removal of foliage so as to cause the unbalancing of a tree; (b) "Remove" means (i) Complete removal, such as cutting to the ground or extraction, of a tree; or (ii) Taking any action foreseeably leading to the death of a tree or permanent damage to its health; including but not limited to excessive pruning, cutting, girdling, poisoning, overwatering, unauthorized relocation or transportation of a tree, or trenching, excavating, altering the grade, or paving within the dripline area of a tree; and (c) "Tree" means any woody plant which has a trunk 3 inches or more in diameter at 4 1/2 feet above natural grade level. A tree located within a TPA may be removed by an Owner if: (d) such Owner reasonably determines that such tree is dead, dangerous or is a detriment to or crowding an adjacent protected tree; or (e) such Owner has obtained the prior written consent of the Developer, during the Development Period, or the Association thereafter. In the case of subsection (d), above, prior to the removal unless conditions exist which reasonably constitute an emergency, the Owner shall notify the Developer, during the Development Period, and the Association thereafter. If within ten (10) days from such notice the Developer or the Association notifies the Owner that either of them disagree with the determination that removal is necessary, such removal shall not occur. Otherwise, after such ten (10) day period, the Owner may remove such tree in accordance with such Owner's prior determination.

**ARTICLE IV**

**ORGANIZATION AND DUTIES OF ASSOCIATION**

**Section 4.1 Organization of Association.** The Association shall be organized as a nonprofit corporation under the laws of the State of Indiana, to be operated in accordance with the Articles of Incorporation which have been filed or will be filed by Developer, and the Code of By-Laws of the Association. The membership of the Association shall consist of one class of voting
members, with each Member having equal voting rights. In the event that any one Lot shall be owned by more than one person, partnership, trust, corporation, or other entity, they shall be treated collectively as one Member for voting purposes, so that as to any matter being considered by the Association, only one vote appertains to each Lot. Notwithstanding anything herein to the contrary, during the Development Period, Developer shall appoint the Board and elect all officers of the Association, and all actions of the Association shall otherwise require the prior written approval of the Developer.

Section 4.2 General Duties of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place, and stead of, the individual Owners in all matters pertaining to the maintenance, repair, and replacement, of the Common Areas, the determination of Common Expenses, and the collection of annual and special Assessments. The Association shall also have the right, but not the obligation to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in the Plats. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct.

(a) Maintenance by Association. The Association shall maintain and keep in good repair the Common Areas. The maintenance shall include, but need not be limited to, maintenance, repair and replacement of all landscaping and other flora, structures, play equipment, and improvements, including all private streets situated upon the Common Areas, landscaping easements along the primary roads through the Development, medians and rights of ways of public streets within the Real Estate, entry features for the Development, and such portions of any other real property included within the Common Areas as may be provided in this Declaration, or by a contract or agreement for maintenance with any other person or entity, by the Association.

(b) Maintenance by Owners. Unless specifically identified herein, each Owner shall maintain and repair the interior and exterior of his or her Lot and Dwelling Unit, and all structures, parking areas, lawns, landscaping, grounds and other improvements comprising the Lot and Dwelling Unit in a manner consistent with all applicable covenants.

(c) Association’s Remedies if Owner Fails to Maintain Lot. In the event that Developer or the Association determines that: (i) any Owner has failed or refused to discharge properly his obligations with regard to the maintenance, cleaning, repair, or replacement of items for which is his responsibility hereunder, or (ii) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part, then in either event, Developer or the Association, except in the event of an emergency situation, may give such Owner written notice of Developer’s or the Association’s intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner as the case may be, shall have ten (10) days within which to complete such maintenance, cleaning, repair or replacement in a good and workmanlike manner, or in the
event that such maintenance, cleaning, repair or replacement is not capable of completion within said ten (10) day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provision hereof after such notice, Developer or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner and said cost (together with the cost of attorneys fees, if any, in the enforcement of the Owner’s obligations and collection of the charge to the Owner) shall become a lien against the individual Owner’s Lot (with respect to any matter relating to an individual Owner’s responsibility) and such cost shall become a part of the costs of the Association (until such time as reimbursement is received from the individual Lot Owner). In the event that the Developer undertakes such maintenance, cleaning, repair or replacement, the Association shall promptly reimburse the Developer for the Developer’s costs and expenses, including reasonable attorneys’ fees and filing fees.

Section 4.3 Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury. The Association may, but need not, maintain in force adequate officers and directors insurance covering the officers and directors of the Association. If appropriate, the Association shall also maintain in force adequate fire and extended coverage insurance, insuring all Common Areas against fire, windstorm, vandalism, and such other hazards as may be insurable under standard “extended coverage” provisions, in an amount equal to the full insurable value of such improvements and property. The Association shall notify all mortgagors which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, Board members, the Developer, any property manager, their respective employees and agents, the Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more parties against other insured parties.

The Association may maintain a fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of one (1) years’ assessment on all Lots in the Development, plus the Association’s reserve funds.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days written notice to the Association, and all mortgagors who have requested such notice, before the insurance policies or fidelity bonds can be canceled or substantially modified for any reason.
Section 4.4 Owners’ Insurance Requirements. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot(s) and structures constructed thereon. The Board may require all Owners to furnish copies or certificates thereof to the Association. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX of this Declaration and all applicable zoning, building and other governmental regulations. The Owner shall pay any costs of repair or reconstruction, which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat, safe, and attractive condition.

Section 4.5 Condemnation or Destruction. In the event that any of the Common Areas shall be condemned or taken by any competent public authority, or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interests of the Owners in any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied, first, to the restoration and repair of any Common Areas condemned, damaged, or destroyed, to the extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Common Areas or turned over to the Owners in proportion to their Pro-rata Shares (as hereinafter defined), whichever may be determined by a majority vote of the members of the Association. Each Owner shall be responsible for pursuing his own action for damages to his Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Common Areas. The Association shall notify all Mortgagors of which it has notice of any condemnation, damage, or destruction of any Common Areas.

Section 4.6 Transfer of Control of Association. Developer shall transfer control of the Association to the Members, and its right to elect the Board and officers of the Association shall terminate, as soon as is practical upon the transfer of a number of Lots equal to eighty percent (80%) of the Lots in the Development; provided, however, that Developer may transfer control of the Association at an earlier date in its sole discretion. Notwithstanding such transfer of control, during the Development Period, all actions of the Association shall continue to require the prior written approval of the Developer.

Section 4.7 Interim Advisory Committee. Developer may, in its sole discretion, establish and maintain until such time as Developer shall transfer control of the Association pursuant to Section 4.6 hereof, an Interim Advisory Committee (the "Advisory Committee"). If established: (a) The Advisory Committee shall serve as a liaison between the Owners (other than the Developer) and the Association, and advise the Association from time to time during such period; (b) The Advisory Committee shall consist of three (3) members, each of whom must be an Owner (other than Developer, or an officer, director or employee of Developer); (c) The members of the Advisory Committee shall serve without compensation. The Advisory Committee shall be elected for a term of one (1) year by the Owners (other than Developer) at a meeting thereof called
for such purpose; and (d) The Owners (other than Developer) may remove any member of the Advisory Committee with or without cause, and elect a successor at a meeting thereof called for such purpose.

Section 4.8 Mortgages' Rights. Any mortgagees of any Owners shall have the right, at their option, jointly or severally, to pay taxes or other charges which are in default or which may or have become a charge against the Common Areas and to pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Common Areas, and mortgagees making such payment shall be owed immediate reimbursement therefor from the Association. In addition, neither the Owners nor the Association shall materially impair the right of any mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate.

ARTICLE V
ASSESSMENTS

Section 5.1 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within the Development and promoting the health, safety, and welfare of the Owners, users, and occupants of the Development and, in particular, for the Association's obligations relating to the improvement, repairing, operating, and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon, enforcement of the Restrictions, and for the cost of labor, equipment, material, and management furnished with respect to the Common Areas; provided that the Association shall not be responsible for the replacement, repair or maintenance of any Common Areas which are or hereafter may be dedicated to the public. Each Owner (except the Developer) hereby covenants and agrees to pay to the Association:

(a) A Pro-rata Share (as hereinafter defined) of the annual Assessment fixed, established, and determined from time to time, as hereinafter provided.

(b) A Pro-rata Share (as hereinafter defined) of any special Assessments fixed, established, and determined from time to time, as hereinafter provided.

The Developer hereby covenants and agrees to pay to the Association during the Development Period an amount equal to the difference, if any, between the expenditures of the Association made pursuant to this Section 5.1 and the aggregate amount of the annual Assessments collected by the Association.

Section 5.2 Liability for Assessment. Each Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot other than Lots owned by the Developer and shall constitute a lien from and after the due date thereof in favor of the Association upon each such Lot. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each such Lot at the time when the Assessment is due. However, if 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 become 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, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

Section 5.3 Pro-rata Share. The Pro-rata Share of each Owner for purposes of this Article V shall be the percentage obtained by dividing one by the total number of Lots shown on the Plats of the Development ("Pro-rata Share").

Section 5.4 Basis of Annual Assessments. The Board shall establish an annual budget prior to the beginning of each fiscal year, setting forth estimates of all Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be mailed or delivered to each Owner prior to the beginning of each fiscal year of the Association. Such budget shall serve as the basis for establishing the annual assessments.

Section 5.5 Basis of Special Assessments. Should the Board at any time during the fiscal year determine that the Assessment levied with respect to such year are insufficient to pay the Common Expenses for such year, the Board may, at any time, and from time to time levy such special Assessments as it may deem necessary for meeting the Common Expenses. In addition, the Board shall have the right to levy at any time, and from time to time, one or more special Assessments for the purpose of defraying, in whole, or in part, any unanticipated Common Expense not provided for by the annual Assessments.

Section 5.6 Fiscal Year; Date of Commencement of Assessments; Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. The liability of an Owner, other than Developer, for Assessments under this Article V shall commence as of the date such Owner acquires his interest in a Lot. The first annual Assessment within the Development shall be made for the balance of the Association’s fiscal year in which such Assessment is made and shall become due and payable commencing on any date fixed by the Association. The annual Assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such Assessments in installments.

Section 5.7 Duties of the Association Regarding Assessments.

(a) The Board shall keep proper books and records of the levy and collection of each annual and special Assessment, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept by the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Board shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed or delivered to the Owners or their designated representatives as promptly as practicable and in any event not less than
thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed or delivered less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing or delivery of such notice.

(b) The Association shall promptly furnish to any Owner or any mortgagee of any Owner upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to such requesting Owner’s or mortgagee’s Lot. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. The Association may assess an administrative fee for such certificate, not to exceed the sum of $25.00.

(c) The Association shall notify any mortgagee from which it has received a request for notice of any default in the performance by any owner of any obligation under the By-laws or this Declaration which is not cured within sixty (60) days.

Section 5.8 Non-payment of Assessments; Remedies of Association.

(a) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys’ fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot, and shall be collected in the same manner as the Assessments described in subparagraph (b) hereof, provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

(b) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys’ fees, shall bear interest at the rate of twelve percent (12%) per annum until paid in full. In addition to such interest, the Association shall assess a late fee, as from time to time determined by the Board of Directors of the Association. The Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner’s Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association’s attorneys fees, and in the event a judgment is obtained, such judgment shall include such interest, late fees, costs, and attorneys’ fees.

Section 5.9 Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year. Such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or
more special Assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common Expenses for that fiscal year, a Pro-rata Share of such excess shall be a credit against the Assessment(s) due from each Owner for the next fiscal year(s).

ARTICLE VI
ARCHITECTURAL STANDARDS AND REQUIREMENTS

Section 6.1 Purpose. In order to preserve the natural setting and beauty of the Development, to establish and preserve a harmonious and aesthetically pleasing design for the Development, and to protect and promote the value of the Real Estate, the Lots and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article VI and in Article VII. Notwithstanding the foregoing, neither this Article nor Article VII shall apply to the activities of the Developer, nor to construction or improvements or modifications to the Common Areas by or on behalf of the Association. The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Committee.

Section 6.2 Development Control Committee. The Board shall establish a Development Control Committee to consist of three (3) persons, all of whom shall be appointed by and shall serve at the discretion of the Board. Members of the Committee may include persons who are not Members of the Association. Members of the Committee may or may not be members of the Board. During the Development Period, the Developer shall have all of the powers and authority of the Committee.

The regular term of office for each member of the Committee shall be one year, coinciding with the fiscal year of the Association. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. The Committee shall elect a Chairman and Vice Chairman and he, or in his absence, the Vice-Chairman, shall be presiding officer at its meetings. The Committee shall meet at least once in each calendar month, as well as upon call of the Chairman, and all meetings shall be held at such places as may be designated by the Chairman. A majority of the members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Committee shall constitute the action of the Committee on any matter before it. The Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Committee in performing its functions set forth herein. Such costs associated with the use of consultants shall be considered a Common Expense, unless the Committee determines that such costs are the responsibility of the applying Owner.

The Committee shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Lots or structures containing Lots and the open space, if any, appurtenant thereto. The Committee shall promulgate a Common Interest and Community Information Disclosure Document (the “CICID”), which may contain additional architectural standards and guidelines for the Development. In addition to such standards, the following shall
Section 6.3 No Waiver of Future Approvals. The approval by the Committee of any proposals or plans and specification or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 6.4 Architectural Approval. To preserve the architectural and aesthetic appearance of the Development, no construction of improvements of any nature whatsoever with the exception of vegetative landscaping shall be commenced or maintained by an Owner, other than the Developer, with respect to the construction or affecting the exterior appearance of any Dwelling Unit or with respect to any other portion of the Real Estate, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, tree houses, playground equipment, or similar structures, awnings, walls, fences, exterior lights, garages, or outbuildings, nor shall any exterior addition to or change or alteration therein be made (excluding repainting in the original color but otherwise including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the plans and specifications and related data (including, if required by the Committee, a survey showing the location of trees of six (6) inches in diameter at a height of four (4) feet and other significant vegetation on such Lot) showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Committee, as to the compliance of such plans and specifications with such standards as may be published by the Committee from time to time including the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the Committee, and the other copy shall be returned to the Owner marked “approved”, “approved as noted”, or “disapproved”.

(a) Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when: (i) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvements to be in violation of the restrictions contained in this Declaration; (ii) The design, proposed material or color scheme of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures, including trim, siding, roof and brick colors, or with the Development in general; (iii) The proposed improvement or any part thereof would architecturally, in the reasonable judgment of the Committee, be contrary to the interests, welfare or rights of all or any other Owners; and/or
(iv) The Committee is otherwise authorized to disapprove the requested improvement in this Declaration or in the CICID.

(b) **Powers Following Approval.** Following approval of any plans and specifications by the Committee, representatives of the Committee shall have the right during reasonable hours to enter upon and inspect any Lot, or other improvements with respect to which construction is underway to determine whether or not the plans and specifications theretofore have been approved and are being complied with. In the event the Committee shall determine that such plans and specification have not been approved or are not being complied with, the Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.

**Section 6.5 Non Vegetative Landscaping Approval.** To preserve the aesthetic appearance of the Development, no material modification to the grading, excavation, or filling of any Lot shall be implemented by an Owner, unless and until the plans therefore have been submitted to and approved in writing by the Committee. The provisions hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to approvals required under this Section.

**Section 6.6 Approval Not a Guarantee.** No approval of plans and specifications and no publication of standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Developer, the Association, nor the Committee shall be responsible or liable for: (a) any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article VI; (b) loss or damages to any person arising out of the approval or disapproval of any plans or specifications; (c) any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations; nor (d) any defects in construction undertaken pursuant to such plans and specifications.

**Section 6.7 Building Restrictions.** All improvements shall be constructed in compliance with any and all applicable state, county and municipal zoning and building restrictions. Prior to any such grading, clearing, construction of impervious surface, building, or other construction activity, the Owner of any Lot which is subject to such rules, regulations, guidelines or restriction shall make such filings, and obtain such authorizations and permits as are required thereunder, and further, shall receive the prior written approval of the Committee.

**ARTICLE VII**

**USE RESTRICTIONS**

The Association, acting through its Board, shall have the authority to make and to enforce standards and restrictions governing the use of the Real Estate, in addition to those contained herein, and to impose reasonable user fees for use of Common Areas. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or
modified in a regular or special meeting of the Association by a majority of Members entitled to vote thereon; subject to the prior written consent of the Developer during the Development Period.

**Section 7.1 Use of Lots.** Except as permitted by Section 7.26 hereof, each Lot shall be used for residential purposes only, and no trade or business of any kind may be carried therein. The use of a portion of a Dwelling Unit as an office by an Owner, or his tenant shall not be considered to be a violation of this covenant if Owner is in compliance with Section 7.26 below. No building or structure shall be located on any Lot outside of the setback lines designated on the Plats.

**Section 7.2 Awnings and Window Screens.** No foil or other reflective material shall be used on any windows for sunscreens, blinds, shades, or other purposes nor shall any window-mounted heating or air conditioning units be permitted. No metal, fiberglass or similar type awnings or patio covers shall be permitted. Collapsible or retractable clotheslines, not to exceed fifteen feet in length will be allowed with proper Committee approval. Permanent clotheslines will not be approved. While not in use, the clothes lines must always be kept collapsed or retracted. Clothing, rugs, or other items which are visible to others in the Development shall not be hung on any railing, fence, hedge, or wall.

**Section 7.3 Signs.** No signs of any kind shall be erected within the Development, or permitted within any windows, without the written consent of the Board, except for such signs as may be required by legal proceedings and except for a single standard real estate “for sale” or “for rent” sign may exist on a Lot if such does not exceed six (6) square feet in area. Developer may use such signs as it deems necessary or appropriate during the Development Period. No business signs, flags, banners or similar items except those placed and used by Developer advertising or providing directional information shall be erected by any Owner. If permission is granted to any Person to erect a sign, including name and address signs within the Development, the Board reserves the right to determine the size and composition of such sign as it, in its sole discretion, deems appropriate.

**Section 7.4 Parking and Prohibited Vehicles.**

(a) *Parking.* Vehicles shall be parked in the garages or on the driveways serving the Lots, or in the designated parking areas of any Common Area (including but not limited to those areas within Central Park North, central Park South and Woodland Park) while an Owner is utilizing the amenities located therein. Designated parking areas which are a part of any Common Area shall be used only for temporary parking in connection with the use of such Common Area, and not for the benefit of any individual Lot. No motor vehicle, whether or not utilized by an Owner, shall be parked on any street or public right-of-way, except on a temporary and non-recurring basis; provided that such exception for temporary and non-recurring parking shall not apply with regard to parking in connection with the use of the amenities at or other enjoyment of any Common Area. Garages shall be used for parking of vehicles and no other use or modification thereof shall be permitted which would reduce the number of vehicles which may be parked therein below the number for which the garage was originally designed.
No Owners or other occupants of any portion of the Development shall repair or restore any vehicles of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or workshops, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(b) Prohibited Vehicles. Commercial vehicles primarily used or designed for commercial purposes, tractors, busses, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Real Estate except within enclosed garages.

Notwithstanding the foregoing, service and delivery vehicles may be parked in the Real Estate during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas. Any vehicles parked in violation of this Section or parking rules promulgated by the Board may be towed at the expense of the Owner.

Section 7.5 Animals and Pets. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in the Development. All pets shall remain under the control and supervision of an adult Owner, and shall not be permitted off of such Owner’s respective Lot unless on a leash or other restraint. The owner of any pet shall be responsible to clean up or repair any waste or damage caused by such pet, and assure that such pet does not create any unreasonable disturbance.

Section 7.6 Quiet Enjoyment. No portion of the Real Estate shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition. No noxious or illegal activity shall be carried on upon any portion of the Real Estate. No hunting of any nature shall be permitted within the Development. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Real Estate. The Developer or the Association may order the relocation of any wood piles which are unsightly. No horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Development.

Section 7.7 Unsightly or Unkempt Conditions; Lawn Care; Dumping. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her Lot. All lawns and other landscaping materials shall be maintained on a regular basis. In no event shall the grass on any Lot exceed the length of six inches (6”). The pursuit of hobbies or other activities, specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Real Estate. Nothing which would result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation shall be permitted in the Development. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Development shall be liable to the Association for the actual costs of removal thereof or the sum of $150.00, whichever is greater, and such sum shall be added to and become a
part of that portion of any assessment next becoming due to which such Owner and his Lot are subject.

Section 7.8 Antennas, Aerials and Satellite Dishes. No exterior antennas, aerials, satellite dishes, or other apparatus larger than thirty-six (36") inches in diameter and intended for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of any Lot. Any such antennas, aerials, satellite dishes or other such apparatus that do not exceed thirty-six (36") in diameter shall be permitted on a Lot only if such will be aesthetically concealed by landscaping or otherwise and shall be installed so as not to be visible from front elevation street view or constitute a nuisance or offensive effect on other Lot Owners. Under no circumstances shall any such antennas, aerials, satellite dishes, or other such apparatus be installed without the approval of the Committee. No radio or television signals, nor electromagnetic radiation, shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals within the Development, provided however that the Developer and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus or master antenna or cable system for the benefit of all or a portion of the Real Estate, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

Section 7.9 Garbage Cans, Tanks, Etc. No storage tanks of any kind shall be allowed upon a Lot. No rubbish, trash or garbage containers shall be stored or maintained outdoors except for such temporary storage necessary for immediate pick up of the trash and, in that event, trash shall be stored in appropriate containers.

Section 7.10 Pools. No above ground swimming pools shall be erected, constructed or installed on any Lot; provided, nothing herein shall preclude installation and use of hot tubs, spas or in ground pools with prior approval of the Committee as provided herein.

Section 7.11 Storage Sheds and Temporary Structures. Except as may be utilized by Developer during the Development Period, no tent, shack, trailer, storage shed, mini-barn or other similar detached structure shall be placed upon a Lot or the Common Areas. Notwithstanding the above, party tents or similar temporary structures may be erected for special events with prior written approval of the Committee or the Developer and children's overnight camping tents will be allowed as long as they are not up longer than forty-eight (48) hours.

Section 7.12 Drainage, Water Wells and Septic Systems.

(a) Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than the Developer may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

(b) No private water wells may be drilled or maintained and no septic tanks or similar sewerage facilities may be installed or maintained on any Lot.

Section 7.13 Traffic Regulation and Sight Distance at Intersections. All Lots located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain wherein it would
create a traffic or sight problem. All vehicular traffic on the private streets and roads in the Development shall be subject to the provisions of the laws of the State of Indiana, and any other applicable governmental agency, concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including modifications of those in force on public streets, within the Development. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems necessary, including levying fines for the violation thereof. Only drivers licensed to operate motor vehicles by the State of Indiana or by any other state in the United States may operate any type of motor vehicle within the Development. All vehicles of any kind and nature which are operated on the streets in the Development shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all residents of the Development.

Section 7.14 Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Development, except for temporary lines as required during construction and high voltage lines if required by law for safety purposes.

Section 7.15 Air Conditioning Units. Except as may be permitted by the Board, no window air conditioning units may be installed in any Lot.

Section 7.16 Mailboxes. Each Owner of a Lot shall maintain the mailbox and structure which was originally installed by a builder, and shall replace same as necessary with a mailbox and structure which is substantially the same in appearance as that which was originally provided to the Dwelling Unit. Nothing may be attached to the mailbox structure which will affect the uniformity thereof with other such structures in the Development. The Committee shall have the discretion to require the replacement of any mailbox within the Development at the expense of the Owner of the Lot served thereby.

Section 7.17 Solar Panels. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot.

Section 7.18 Homeowner Landscape Requirement. Within six (6) months of closing, the homeowner is responsible for installing one additional tree in the front yard which may be either a one (1) inch caliper ornamental, one and a half (1 1/2) inch caliper shade or four (4) foot high evergreen. Also, the homeowner is responsible for installing at least eight (8) shrubs with a mixture of flowering and evergreen and with an eighteen (18) inch spread or height in the front yard.

Section 7.19 Seeding of Rear Yards. Within thirty (30) days of initial occupancy of a Dwelling Unit, the Owner thereof shall cause the rear yard of such Lot to be seeded with grass of a type generally used in the Development. The initial seeding may be delayed if the occupancy date occurs between November 1 and the following March 31, or if, as of the date of occupancy, the final grading of the rear yard has not been completed; however, in either of such events, the initial seeding of the rear yard shall be completed on or before (a) May 1 following the date of occupancy, or (b) thirty (30) days following completion of final grading, which ever is later.
Section 7.20 Exterior Flags and Sculpture. Exterior sculptures, fountains, flags, and similar items must be approved by the Committee.

Section 7.21 Driveways and Sidewalks. All driveways will be constructed by a builder of the Dwelling Unit which it serves. Owners shall maintain and replace the driveway of their Lot thereafter so as to maintain the same appearance as provided at the time of original construction, ordinary wear and tear excepted. Each Dwelling Unit shall have a continuous side walk from the driveway to the front porch or entry.

Section 7.22 Wetlands, Lakes and Water Bodies. All wetlands, Lakes, ponds, and streams within the Real Estate, if any, shall be aesthetic amenities only, and no other use thereof, including without limitation, fishing, swimming, boating, playing or use of personal flotation devices, shall be permitted except as provided in Section 7.30. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of Lakes, ponds or streams within the Real Estate.

Section 7.23 Fences. No fencing shall be installed on any Lot without the prior review and approval of the Committee provided that nothing in this section shall apply to Developer or any fencing installed by the Developer. No fence shall be higher than six (6) feet unless such fence is proposed for the rear yard of a Lot which abuts or is adjacent to a Lake or detention pond, in which event such fence shall not be higher than four (4) feet, provided, however, that in the discretion of the Committee, the portion of such fence closest to the rear side of the residence may be six (6) feet in height but may not, at the six (6) foot height, extend more than ten (10) feet from the rear corner(s) of the residence. In exercising its discretion, the Committee shall take into account the affect such proposed fence would have on the use and enjoyment of the lake or pond areas by other owners within the Subdivision. Notwithstanding the foregoing, no fence may be constructed within twenty-five (25) feet of the shoreline of any Lake or detention pond. No fencing shall extend forward at a point, which is ten (10) feet behind the front corner of the residence. Fencing on any corner Lot shall be at least five (5) feet from the sidewalk. All fencing shall be constructed of wood, vinyl, or vinyl coated chainlink. All chainlink fencing shall have a black or brown finish and cannot exceed four (4) feet in height. No fences, except those fences installed initially by the Developer, shall be erected without the prior written consent of the Development Control Committee.

No enclosures, structures or "runs" which are designed primarily for the outside keeping of pets or other animals and which are made in whole or part from chain link fencing material, including but not limited to dog runs, kennels, or other similar enclosures, shall be permitted; provided, however, the Committee shall have the discretion to approve such an enclosure or structure if such is surrounded by a wooden privacy fence which minimizes the visibility of such structure by adjoining property owners.

Section 7.24 Business Uses. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Dwelling Unit may conduct business activities within the Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Real Estate; (c) the business activity does not involve persons coming onto the Real Estate who do not reside in the Real Estate or door-to-door
solicitation of residents of the Development; and (d) the business activity is consistent with the residential character of the Development and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Real Estate, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involve the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Lot or Dwelling Unit shall not be considered a trade or business within the meaning of this section. This section shall not apply to any commercial property within the Development nor shall it apply to any activity conducted by the Developer or a builder approved by the Developer with respect to its development and sale of the Real Estate or its use of any Lots or Dwelling Units which it owns within the Real Estate.

Section 7.25 Basketball Goals. No basketball goals shall be permitted on any lot without the prior review and approval of the Architectural Control Committee of the Homeowners Association. No basketball goals shall be permitted to be used along any curb on or in any street of the Community.

Section 7.26 Playground Equipment. No playground equipment shall be installed on any lot without the prior review and approval of the Architectural Control Committee of the Homeowners Association. All such equipment shall be located at least ten (10) feet from any adjacent property lines and in the rear yard of a lot (being the portion of such lot behind the rear corners of the residence on such lot). Notwithstanding the foregoing, in the event such lot is located on a corner in the Community, the Architectural Control Committee may, in its discretion, approve a location for such equipment other than a rear yard provided such is not closer than ten (10) feet from any public sidewalk.

Section 7.27 On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Real Estate except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

Section 7.28 Contiguous Lots. Whenever two or more contiguous Lots shall be owned by the same Owner, and such Owner shall not be permitted to use two or more of said Lots as a site for a single dwelling. Each Lot shall be, and shall remain, improved with a single Dwelling Unit, and each Lot shall be subject to the Assessments.

Section 7.29 Control of Lakes and Common Areas.

(a) Control by the Association. As part of its general duties, the Association shall regulate the Lakes and Common Areas and shall provide for the maintenance thereof in such a manner so as to preserve and enhance values and to maintain a harmonious relationship
among structures in the vicinity thereof and the natural or other vegetation and topography of the Lakes and Common Areas. No improvements, excavation, changes in grade or other work shall be done upon the Lakes or Common Areas by any Owner, nor shall the Lakes or Common Areas be changed by any Owner from its natural or improved existing state, without the prior written approval of the Committee.

(b) Restrictions of Use of Lakes and Common Areas. The following covenants and restrictions on the use and enjoyment of the Lots, the Lakes, and the Common Areas shall be in addition to any other covenants or restrictions contained herein or in the Plats and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any of such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

(i) No one other than Owners who are Members in good standing with the Association, or such an Owner’s occupant, tenants, guests or invitees, may use the Lakes or the Common Areas.

(ii) No nuisance shall be permitted to exist on any Lot and no waste shall be committed on any Lot which shall or might damage or cause injury to the Lakes or the Common Areas.

(iii) All Owners and members of their families, their guests, or invitees, and all occupants of any Lot or the Properties or other persons entitled to use the same and to use and enjoy the Lakes and the Common Areas, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Lakes and the Common Areas.

(iv) No Owner shall be allowed to plant trees, landscape or do any gardening in any part of the Lakes or the Common Areas, except with express permission from the Committee.

(v) The Lakes and the Common Areas shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. Without limiting the generality of the foregoing, the Lakes are and will be an integral part of the storm water drainage system serving the Development, and are intended to be used for such purpose and primarily as a visual and aesthetic amenity and not as a recreational amenity. Accordingly, no use shall be made of the Lakes which in any way interferes with their proper functioning as part of such storm water drainage system. No boating, swimming, diving, skiing, ice skating or other recreational
activity shall be permitted in or on the Lakes. No sewage, garbage, refuse, or other solid, liquid, gaseous or other materials or items (other than storm and surface water drainage) shall be put into the Lakes, except the Association may take steps to clear and purify the waters thereof by the addition of chemicals or other substances commonly used for such purposes or by providing therein structures and equipment to aerate the same. Fishing from the shoreline area of the Lakes by an Owner, his occupants, his invited guests and family, shall be permitted subject to rules determined by the Association and compliance with all applicable fishing and game laws, ordinances, rules and regulations. No Owner or other person shall take or remove any water from or out of the Lakes, or utilize the water contained therein for any purposes, including, without limitation, connection with any sprinkler or irrigation systems. No piers, docks, retaining walls, rafts or other improvements shall be built, constructed or located on any Lot or on the Real Estate, which extend into, or to within twenty-five (25) feet of, the shoreline of any Lake, except by Developer or the Association.

Section 7.30 Laws and Ordinances. Every Owner and occupant of any Lot or Dwelling Unit, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Real Estate and any violation thereof may be considered a violation of this Declaration; provided, however, the Board shall have no obligation to take action enforce such laws, statutes, ordinances and rules.

Section 7.31 Sales and Construction. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for the Developer and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and Dwelling Units or the developing of Lots, Dwelling Units and Common Areas, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model houses, all as may be approved by the Developer from time to time, provided that the location of any construction trailer of any assignees of the Developer's rights under this Section 7.30 shall be subject to the Developer's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwelling Units as model residences, and to use any Dwelling Unit as an office for the sale of Lots and Dwelling Units and for related activities.

Section 7.32 Occupants Bound. All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws and rules and regulations adopted pursuant thereto.
ARTICLE VIII
RULEMAKING AND REMEDIES FOR ENFORCEMENT

Section 8.1 Rules and Regulations. Subject to the provisions hereof, the Board may establish reasonable rules and regulations concerning the use of Lots and Dwelling Units, and the amendments thereto shall be furnished by the Association to all Members prior to the effective date upon the Owners, their families, tenants, guests, invitees, servants and agents, until and unless any such rule or regulations be specifically overruled, cancelled, or modified by the Board or in a regular or special meeting of the Association by a majority of the Members as set forth in the By-Laws, subject to Developer's consent during the Development Period.

Section 8.2 Authority and Enforcement.

(a) Upon the violation of this Declaration, the By-Laws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any assessments, the Association shall have the power, after fifteen (15) days written notice to the Owner or the occupant of said violation, and failure by said Owner or occupant to cure the violation: (i) to cause the Association to correct the violation at its own cost and expense, which said cost and expense shall constitute a continuing lien upon the Lot of the Owner or the occupant who is guilty of such violation; (ii) to suspend an Owner's right to vote in the Association; and (iii) to suspend an Owner or occupant's right (and the right of his or her family, guests, and tenants) to use any of the Common Areas.

The Board shall have the power to impose all or any combination of these sanctions. Such sanctions are in addition to the Association's remedies under Section 4.2, above, relating to maintenance. An Owner or occupant shall be subject to the foregoing sanctions in the event of such a violation by him or her, his or her family, guests, or tenants. Any such suspension of rights may be for the duration of the infraction and or any additional period thereafter, such additional period not to exceed thirty (30) days per violation.

(b) Notwithstanding subsection (a) above, a violation or threatened violation of any of the covenants and restrictions contained in this Declaration and the provisions contained in the Articles of Incorporation and By-Laws of the Association, or any rules and regulations adopted hereunder, shall be grounds for an action at law or equity instituted by the Developer, the Association, or any Owner against any person violating or threatening to violate any such covenant, restriction, rule, or regulation. Available relief in any such action shall include the recovery of damages; injunctive relief, either to restrain the violation or threatened violation or to compel compliance with the covenants, restrictions, rules or regulations; declaratory relief; the enforcement of any lien created by these covenants, restrictions, rules, or regulations; and the recovery of costs and attorneys' fees incurred by any party successfully enforcing such covenants, restrictions, rules, or regulations. Failure by the Developer, the Association, or any Owner to enforce any covenant, restriction, rule, or regulation shall in no event be deemed a waiver of the right to do so thereafter; provided, however, that no action shall be brought against either the Developer or the Association for failing to enforce or carry out any such covenants, restrictions, rules, or regulations.

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ARTICLE IX
GENERAL PROVISIONS

Section 9.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Real Estate, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by more than seventy-five percent (75%) of the then Owners has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein. The number of ten (10) year renewal periods shall be unlimited.

Section 9.2 Amendment. Prior to the conveyance of the first Lot to an Owner, the Developer may unilaterally amend this Declaration. After such conveyance, the Developer may unilaterally amend this Declaration at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rules or regulations, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots and the Dwellings; (c) required by an institutional or governmental agency or lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to acquire or purchase mortgage loans on the Lots and the Dwellings; (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; (e) to annex additional real estate to the Development; (f) to correct clerical or typographical errors in this Declaration or any exhibit hereto, or any supplement or amendment thereto; provided, however, any amendment permitted under subsections (a) through (f) of this Section 9.2 shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. Additionally, during the Development Period, the Developer may unilaterally amend this Declaration for any purpose, provided the amendment has no material adverse effect upon any right of the Owner.

Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of voting Members representing at least seventy-five percent (75%) of the Members entitled to vote thereon. Any amendment to be effective must be recorded in the public records of the County in which this Declaration was recorded.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of the Developer or the assignee of such right or privilege.
Section 9.3 Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers’ and directors’ liability insurance to fund this obligation, if such insurance is reasonably available.

Section 9.4 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Developer or the Board will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its filing in the public records. The captions of each Article and Section hereof as to the contents of each Article and Sections are inserted only for limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Indiana.

Section 9.5 Right of Entry. The Association, and during the Development Period the Developer, shall have the right, but not the obligation, to enter onto any Lot for emergency, security, and safety reasons, and to inspect for the purpose of ensuring compliance with this Declaration, the By-Laws, and the Association rules, which right may be exercised by the Association’s Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner or occupant directly affected thereby. This right of entry shall include the right of the Association to enter a Lot and Dwelling Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

Section 9.6 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration would be unlawful, void, or voidable for violation of the common law rule against perpetuities, then such provisions shall continue on for the maximum amount of time as allowed by Indiana Code 32-1-4.5-1, et seq. As amended from time to time.
Section 9.7 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote representing at least two-thirds (2/3) of the Members entitled to vote thereon. However, this Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) actions brought for collection of assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it.

Section 9.8 Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Until such written notice is received by the Board, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder, including payment of assessments, notwithstanding the transfer of title to the Lot.

Section 9.9 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provision hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 9.10 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of the Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 9.11 Rights of Third Parties. This Declaration shall be recorded for the benefit of the Developer, the Owners and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Community, except as provided for herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and subject to the rights of the Developer and the Mortgagees as herein provided, the Owners shall have the right to extend, modify, amend, or otherwise change the provisions of this Declaration without the consent, permission, or approval of any adjoining owner or third party.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants, Conditions and Restrictions for Eagle Crossing to be executed as of the date written above.

C.P. MORGAN COMMUNITIES, L.P.

By: C.P. Morgan Investment Co., Inc.,
General Partner

By: Mark W. Boyce, Vice President
STATE OF INDIANA 
COUNTY OF HAMILTON 

Before me, a Notary Public in and for said County and State, personally appeared Mark W. Boyce, the Vice President of C.P. Morgan Investment Co., Inc., the general partner of C.P. Morgan Communities, L.P., who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions for Eagle Crossing on behalf of such developer, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 21st day of August, 2021.

Notary Public

My Commission Expires: 3/29/08 My County of Residence is: Marion

This Instrument was prepared by C.P. Morgan Communities L.P., by C.P. Morgan Investment Co., Inc., General Partner, by Mark W. Boyce, Vice President.
SURVEYOR'S CERTIFICATE

A part of the Northwest Quarter of Section 8, Township 16 North, Range 2 East, Lincoln Township, Hendricks County, Indiana being described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 8; thence South 89 degrees 26 minutes 00 seconds West along the North line of the Northwest Quarter a distance of 650.00 feet to the POINT OF BEGINNING; thence South 00 degrees 36 minutes 50 seconds East a distance of 803.14 feet; thence North 89 degrees 26 minutes 00 seconds East parallel with said North line a distance of 650.00 feet; thence South 00 degrees 36 minutes 50 seconds East along the East line of said Northwest Quarter a distance of 1207.50 feet; thence South 89 degrees 23 minutes 00 seconds West 119.98 feet; thence South 14 degrees 09 minutes 38 seconds West 223.26 feet; thence South 50 degrees 06 minutes 44 seconds West 191.84 feet; thence South 71 degrees 55 minutes 16 seconds West 148.69 feet; thence North 53 degrees 16 minutes 34 seconds West a distance of 233.13 feet; thence North 65 degrees 35 minutes 59 seconds West a distance of 469.90 feet; thence North 30 degrees 21 minutes 31 seconds West a distance of 400.73 feet; thence North 36 degrees 00 minutes 55 seconds West a distance of 197.22 feet; thence North 55 degrees 34 minutes 24 seconds West a distance of 101.31 feet; thence North 34 degrees 29 minutes 35 seconds West a distance of 114.35 feet; thence North 01 degrees 22 minutes 44 seconds East a distance of 110.21 feet; thence North 34 degrees 34 minutes 47 seconds East a distance of 97.56 feet; thence North 67 degrees 41 minutes 53 seconds East a distance of 111.82 feet; thence North 00 degrees 35 minutes 57 seconds East a distance of 960.19 feet to said North line; thence North 89 degrees 26 minutes 00 seconds East along said North line a distance of 723.99 feet to the POINT OF BEGINNING, containing 52.719 acres.

THIS SUBDIVISION CONSISTS OF 119 LOTS, NUMBERED 1 THROUGH 119 AND COMMON AREAS TOGETHER WITH STREETS AND EASEMENTS AS SHOWN HEREIN.

THE SIZE OF LOTS AND COMMON AREAS AND WIDTHS OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.


Evan J. Evans
REGISTERED LAND SURVEYOR
INDIANA #910024

910024
FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EAGLE CROSSING

THIS FIRST AMENDMENT, dated January 23, 2002, is made by C.P. MORGAN
COMMUNITIES, L.P., an Indiana limited partnership (“Developer”).

Recitals:

A. Developer recorded a certain document entitled Declaration of Covenants,
Conditions and Restrictions for Eagle Crossing, dated August 21, 2001, and recorded on September 6,
2001, as Instrument No. 200100026510 (the “Declaration”), in the Office of the Recorder of
Hendricks County.

B. Section 9.2 of the Declaration provides that the Developer, acting alone, may
amend the Declaration if such amendment is required by an institutional or governmental agency
or lender or purchaser of mortgage loans to enable such lender or purchaser to acquire or purchase
mortgage loans on the Lots and the Dwellings.

C. The United States Department of Housing and Urban Development (“HUD”) is
requiring an amendment to the Declaration, and Developer desires to make such amendment.

Terms:

NOW THEREFORE, the Developer hereby amends the Declaration as follows:

1. Section 4.6 of the Declaration is hereby amended by changing the phrase “…a
number of Lots equal to eighty percent (80%) of the Lots…” to the phrase “a number of Lots equal
to seventy-five percent (75%) of the Lots….” Developer hereby represents that the amendment
contained in this Section 1 is being required by HUD.

2. Except as amended by Section 1, above, the Declaration shall remain in full force
and effect in accordance with its terms.
IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be executed as of the date written above.

C.P. MORGAN COMMUNITIES, L.P.
By: C.P. MORGAN INVESTMENT CO., INC.,
its general partner

By: ____________________________
Mark W. Boyce, Vice President
"Developer"

STATE OF INDIANA )
) SS:
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Mark W. Boyce, the Vice President of C.P. Morgan Investment Co., Inc., the general partner of C.P. Morgan Communities, L.P., an Indiana limited partnership, who, having been duly sworn, executed the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for Eagle Crossing for and on behalf of said entity, and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 3rd day of January, 2002.

_____________________________________________________
Tammi S. Willcox
Notary Public

My Commission Expires: 3/30/2024

This Instrument prepared by:
Lewis E. Willis, Esq.
Stark Doninger & Smith
Suite 700
Indianapolis, Indiana 46204
RULES, REGULATIONS, & PROCEDURES

AFFIDAVIT OF CORPORATE RESOLUTION
of
EAGLE CROSSING HOMEOWNERS ASSOCIATION, INC.

COMES NOW the Eagle Crossing Homeowners Association, Inc., by its Board of Directors, on this __ day of __, 20__, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Hendricks County, Indiana, commonly known as Eagle Crossing was established upon the recording of certain Plats with the Office of the Recorder for Hendricks County, Indiana; and

WHEREAS, the Plat for Eagle Crossing, Section 1, was filed with the Office of the Hendricks County Recorder on September 6, 2001, as Instrument # 2001-00026509; and

WHEREAS, the Plat for Eagle Crossing, Section 2, was filed with the Office of the Hendricks County Recorder on April 25, 2002, as Instrument # 2002-00014322; and

WHEREAS, the Plat for Eagle Crossing, Section 3, was filed with the Office of the Hendricks County Recorder on November 20, 2002, as Instrument # 2002-00040221; and

WHEREAS, the Plat for Eagle Crossing, Section 4, was filed with the Office of the Hendricks County Recorder on September 24, 2003, as Instrument # 2003-00042518; and

WHEREAS, the foregoing Plats contain Covenants which run with the land, namely the Declaration of Covenants, Conditions and Restrictions for Eagle Crossing (hereinafter “Declaration”), and any amendments hereto, recorded in the office of the Hendricks County Recorder on September 6, 2001, as Instrument # 2001-00026518, which states that by taking a deed to any Lot as set forth on the above listed Plats for the Eagle Crossing development, each owner becomes a mandatory member of the Eagle Crossing Homeowners’ Association, Inc., an Indiana nonprofit corporation (hereinafter “Association”); and

I Page
WHEREAS, the Association was incorporated pursuant to the above listed Declaration as a non-profit corporation pursuant to Articles of Incorporation hereinafter "Articles") filed with, and approved by, the Indiana Secretary of State on May 24, 2001; and

WHEREAS, the Association’s Initial Board of Director(s) adopted a Code of Bylaws (hereinafter “Bylaws”) for the Association and the Homeowners within Eagle Crossing; and

WHEREAS, Article VII of the Declaration states: “The Association, acting through its Board of Directors, shall have the authority to make and to enforce standards and restrictions governing the use of the Real Estate, in addition to those contained herein, and to impose reasonable user fees for use of Common Areas. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association by a majority of the Members entitled to vote thereon...”; and

WHEREAS, Article VIII, Section 8.1, of the Declaration states: “The Board may establish reasonable rules and regulations concerning the use of Lots and Dwelling Units, and the amendments thereto shall be furnished by the Association to all Members prior to the effective date upon the Owners, their families, tenants, guests, invitees, servants and agents, until and unless any such rule or regulations be specifically overruled, cancelled, or modified by the Board or in a regular or special meeting of the Association by a majority of the Members as set forth in the Bylaws...”; and

WHEREAS, pursuant to the authority in the Declaration as set forth above, the Board of Directors hereby adopts the following Rules and Regulations applicable to all properties, including the individual Lots, that are part of the Real Estate known as Eagle Crossing, said Rules and Regulations setting forth additional restrictions, standards and guidelines for the Real Estate and the individual Lots therein, all designed to protect each individual Owner’s use and enjoyment of their Lot and to preserve the value, integrity and desirability of the real properties within the subdivision, including each individual Owner’s Lot, by protecting the health, safety and welfare of the Owners within the Eagle Crossing subdivision; and

WHEREFORE, BE IT RESOLVED, pursuant to the provisions set forth in the Declaration and the authority granted to the Board of Directors by the Declaration, the Board hereby adopts and certifies that the following is a full and true copy of the Corporate Resolution setting forth the Rules, Regulations and Procedures for the Association that was duly adopted by the Board of Directors of the Association in accordance with the Declaration and all applicable laws, and was duly signed by the President and Secretary of the corporation certifying that a majority of the members of the Board of Directors approved said Corporate Resolution and that the proceedings and the Corporate Resolution adopted thereby are in conformity with and do not in any respect contravene or conflict with any other provision of applicable Indiana law, the Articles, the Bylaws, or the Declaration, and that said Corporate Resolution and the Rules, Regulations and Procedures set forth therein shall become effective, applicable and binding upon each Lot and Lot Owner in the Eagle Crossing Development immediately upon recording of the same in the Office of the Hendricks County Recorder and the distribution of the same to all Owners in the Eagle Crossing Development. These Rules, Regulations and Procedures may only be overruled, cancelled or modified by the Board or in a regular or special meeting of the Association by a majority of the Members entitled to vote thereon.
PARKING AND GARAGE RULES
for the
EAGLE CROSSING SUBDIVISION

A. Definitions

1. "Temporary" as used in Section 7.4 of the Declaration means any vehicles that are parked on any street or public right of way in Eagle Crossing for no more than twelve (12) consecutive hours in any one (1) calendar day.

2. "Non-Recurring" as used in Section 7.4 of the Declaration means any vehicles that are:
   a) found parked on any street or public right of way in Eagle Crossing during random monthly drive-through inspections more than three (3) times within a one (1) calendar year period of time (January 1st-December 31st); or
   b) parked on any street or public right of way in Eagle Crossing more than two (2) times in violation of any Standard Parking rules.

3. "Unlicensed" or "no current operating license" as used in Section 7.4 of the Declaration means any vehicle that does not display a valid license plate as required by law.

4. "Inoperable" as used in Section 7.4 of the Declaration includes: a) any vehicle that has not been noticeably moved or driven by its owner for a period of seventy-two (72) hours or longer; b) any vehicle on jacks, blocks or stands; c) any vehicle that has a block or other device under the tires to prevent movement or rolling; or d) any vehicle which has a flat tire or other obvious damage that would prevent the vehicle from being driven.

5. "Stored" as used in Section 7.4 of the Declaration includes: a) any vehicle that is stationary on any Lot with a tarp or cover over it; b) any vehicle that has not been noticeably moved or driven by its owner for a period of seventy-two (72) hours or longer; or c) any vehicle that has a block or other device under the tires to prevent movement or rolling.

B. In General

All vehicles belonging to Owners, members of a household, and guests must be parked in the garages or on the driveways serving their Lot. As set forth in the Declaration, no vehicles, whether belonging to an owner or a guest, shall park on any street or public right-of-way except on a temporary and non-recurring basis, except for vehicles parking in designated common area parking locations.

Vehicles may park in designated common area parking locations while an owner is using the common area amenities. The exception for temporary and non-recurring parking shall not apply to parking in the designated common area parking locations. However, temporary parking in the designated common area location may not be used for the benefit of any individual lot. In other words, owners may not park their vehicles in a designated common area parking location unless they are using the common area amenities.
C. Random Drive-Thru Towing Policy

To make sure the residents are following the street parking restrictions stated in the Declaration and these rules, the Board has adopted this Random Drive-Thru Towing Policy. This policy has been designed to give every resident several warnings before having their vehicles towed.

1. Drive-through inspections of the entire Development will be conducted each month on a random date and time basis. Any vehicle found parked on the street at the time of this random drive-through inspection will be marked, tagged or stickered with a seventy-two (72) hour removal notice. Under Indiana Code 9-22-1 et seq., a vehicle is considered abandoned if it is parked on the street for seventy-two (72) hours or more. Under the law, it does not matter if the vehicle has actually been moved between the time it was initially marked, tagged, or stickered and seventy-two (72) hours later if the vehicle is found parked on the street in the same or substantially same location as it was when it was initially marked, tagged or stickered.

2. "Seventy-Two (72) Hour Policy": After a vehicle is marked, tagged or stickered during a random drive-through inspection, another follow-up drive-through inspection will be conducted approximately seventy-two (72) hours later to make sure the vehicle has been removed from the street. During this follow-up drive through inspection, any vehicle that is still parked on the street in the same or substantially same location as it was when it was marked, tagged or stickered will be towed. It does not matter if the vehicle has actually been moved between the time it was initially marked, tagged, or stickered and seventy-two (72) hours later.

3. "Three Strikes and You're Out" Policy: If a vehicle is marked, tagged or stickered more than three (3) times within a one (1) calendar year period of time (January 1st–December 31st) during the random monthly drive-through inspections, then on the fourth (4th) or more violation, the vehicle will be immediately towed without further notice, marking, tagging or stickers.

4. The person who owns the vehicle being towed will be responsible for all costs involved in the removal, storage and disposal of the vehicle.

5. If a vehicle is not claimed after being towed and is ultimately disposed of, the proceeds from the sale or disposal, if any, will go to satisfy any outstanding tow, storage and disposal costs first, then to the Association to reimburse it for any costs and expenses incurred as a result of the rule violation, and the remainder shall be refunded to the owner of the vehicle.

6. For purposes of the "Three Strikes and You're Out" Policy, the one (1) calendar year period to be used for the Random Drive-Thru Towing Policy will begin anew as of January 1st of each calendar year.

D. Standard Parking Policies

The Random Drive-Thru Towing Policy procedures are meant to be a guideline for handling typical street parking enforcement.

However, enforcement of the Declaration or these rules may depend on many unique factors and/or the specific facts of each situation, including the number of previous parking violations committed by the owner or the type, or seriousness, of the violation that is occurring. As a result, the Board has the right under the Declaration and these rules to have a vehicle towed immediately if the Board determines it is necessary and/or appropriate under the circumstances. The failure of the Board to follow the "Seventy-Two (72) Hour" or "Three (3) Strikes and You're Out" policies
described in the Random Drive-Thru Policy will not waive or be a defense to the right of the Association to enforce at any time any provision of the Declaration or of these rules.

1. In addition to the Random Drive-Thru Policy, the Association may also monitor street parking based upon:
   a. Complaints or observations of current violations of the Declaration or this parking rule by the Association's Board, homeowners, management agents, employees, or other agents.
   b. Previous violations of this rule by a particular owner; or
   c. Any other reason or method deemed appropriate by the Association.

2. Any vehicles found parked in the designated common area parking locations that does not belong to an owner or his guest who is currently using the common area amenities (i.e. the owner is parked in the common parking lot for his own personal use or his guests are using the common area parking lot for "overflow" parking for an event at the owner’s home) will be subject to immediate towing.

3. A vehicle may be subject to immediate towing if it is parked in the street in violation of the Declaration, this rule, or local ordinance and it is:
   a) In the way of or hinders the ability of neighboring property owners from entering or exiting their driveways or using the streets;
   b) In the way of or hinders snow plows from plowing snow on the streets;
   c) In the way of or hinder school buses or emergency vehicles from driving through the subdivision;
   d) Parked in a manner that blocks a mailbox or hinders mail delivery;
   e) Parked in a manner that blocks a fire hydrant;
   f) Parked in a manner that blocks or hinders the use of a cul-de-sac;
   g) Leaking fluids

4. Any "unlicensed" vehicles found parked on any street in the Development shall be subject to immediate towing.

5. Any "inoperable" vehicles found parked on any street in the Development shall be subject to immediate towing.

6. Any commercial vehicles primarily used or designed for commercial purposes, tractors, buses, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers found parked on any street in Eagle Crossing will be subject to immediate towing, with the exception of vehicles or commercial vehicles that are temporarily present for the sole purpose of performing or providing moving, construction, routine home maintenance or health care services for a Lot in the neighborhood.

7. Any vehicles found parked on any street in the Development that are on jacks, jack stands or other similar devices, or are in any state or condition so as to pose a health or safety risk to any owner or resident in Eagle Crossing, will be subject to immediate towing.

8. Semi-tractor, semi-trailer, semi-tractor/trailer combo, box style, non-pickup style trucks or other similar vehicles found parked on any street in the Development will be subject to immediate towing; with the exception of vehicles or commercial vehicles that are temporarily present for the sole purpose of performing or providing moving, construction, routine home maintenance or health care services for a Lot in the neighborhood.

E. Other Parking Rules

1. Vehicles may not be parked for any length of time on any portion of the grass, yard, or other non-paved area within the Development, including the Lots.
2. Commercial vehicles primarily used or designed for commercial purposes, tractors, buses, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked only in an enclosed garage.

3. No semi-tractor, semi-trailer, semi-tractor/trailer combo, box style, non-pickup style trucks or other similar vehicles are permitted in the Development, with the exception of vehicles or commercial vehicles that are temporarily present for the sole purpose of performing or providing moving, construction, routine home maintenance or health care services for a Lot in the neighborhood.

4. "Unlicensed" vehicles must be parked only in an enclosed garage, not in the driveway.

5. "Inoperable" vehicles must be parked only in an enclosed garage, not in the driveway.

6. "Stored" vehicles must be parked only in an enclosed garage, not in the driveway.

7. No vehicles of any kind may be repaired or restored on any Lot unless such repairs or work are done in an enclosed garage or if the repairs are done for emergency purposes in order that the vehicle may be moved to a proper repair facility. For purposes of this provision, changing a vehicle’s oil, changing a tire or washing the vehicle is not considered a vehicle repair or restoration unless it is not completed from start to finish within twenty-four (24) hours.

8. It is important that the streets remain clear of parked vehicles so that general traffic and emergency vehicles can use the street. Hence, in the event that vehicles are parked on the street according to the limitations of the Declaration or this rule, vehicles may be parked on one side of the street only. Vehicles may not be parked directly across the street from other vehicles (i.e. on both sides of any street). If this happens, both vehicles will be subject to immediate towing.

F. Garages

1. Garages must be used for vehicle parking and, if additional space is available, the storage of personal possessions and other household items. Garages may not be modified or filled with personal items so that the garage can no longer park the same number of cars that it was originally designed to hold (i.e. a two (2) car garage must be remain able to accommodate two (2) cars at all times).

2. Garages may not be used for any type of professional vehicle repair facility or other similar type of business operation.

G. Waiver of Liability

1. If an Owner's vehicle, or any vehicle belonging to any resident, occupant, guest and invitee of an Owner, is towed pursuant to the Declaration or this rule, the Association and any person or agent acting on behalf of the Association will not be liable for any damage, loss or expense incurred by the Owner or the resident, occupant, guest and invitee of an Owner as a result of a vehicle being towed from the Development.

H. Enforcement

1. These parking rules, including any future amendments or changes, are binding and enforceable upon each and every Lot, Lot Owner, and any resident, occupant, guest and invitee of an Owner in Eagle Crossing the same as if it were set forth in the Declaration itself. The violation of any rule adopted by the Association will be subject to legal action by
the Association to enjoin (stop) the violation, or to pursue any other relief or remedy as may be stated in the Declaration.

If the Association takes action to enforce any rule or regulation set forth herein, including, but not limited to, the preparing and sending of violation letters, towing of vehicles, or legal action filed in the courts, then the Association is entitled to reimbursement of all its costs and expenses, including reasonable attorney fees, administrative charges by a management agent, and court costs, of the enforcement action from the party or parties in violation of the covenant or rule.

In addition, the Owner and any resident, occupant, guest and invitee of an Owner may be subject to towing and storage fees and other expenses as a result of being towed. The Owner and any resident, occupant, guest and invitee of an Owner will be responsible to the towing and storage agent(s) for these towing and storage expenses.

The foregoing remedies are in addition to, or supplement, any remedies of the Association identified in the Declaration, and may be used or applied to any enforcement activity or action taken against a violation of the Declaration or any rule properly adopted by the Association.

These additional remedies are adopted to maintain the intent and spirit of the Declaration that the Association and its members should not be penalized or suffer from financial loss to the Association’s operating budget the cost of any enforcement efforts necessary to gain or achieve an Owner’s compliance, including any resident, occupant, guest and invitee of an Owner, with the terms and restrictions of the Declaration or any rule properly adopted by the Association.

I. Adoption of Additional Rules

The Board has the right to adopt additional rules, or to change these rules, regarding parking in Eagle Crossing according to the authority granted to the Board by the Declaration.

[End of Rule]
IN WITNESS WHEREOF, I, the undersigned, do hereby execute this Affidavit of Corporate Resolution for Eagle Crossing Homeowners Association, Inc. and swear, affirm or certify, under penalties of perjury, the truth of the facts herein stated, this 1 day of December 2010.

EAGLE CROSSING HOMEOWNERS ASSOCIATION, INC.

by:

Printed Name: [Signature]
President
Eagle Crossing Homeowners Association, Inc.

ATTEST:

Printed Name: [Signature]
Secretary
Eagle Crossing Homeowners Association, Inc.

STATE OF INDIANA
COUNTY OF Marion

Before me, a Notary Public in and for said County and State, personally appeared

[Signature]
Secretary
Eagle Crossing Homeowners Association, Inc.

and who acknowledged execution of the foregoing Affidavit of Corporate Resolution for Eagle Crossing Homeowners Association, Inc. and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 1 day of December 2010.

[Signature]
Notary Public - Signature

My Commission Expires: 3-10-2013

Residence County: Marion

I, Scott A. Tanner, hereby affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Scott A. Tanner

This document was prepared by:
Scott A. Tanner, Esq.
TANNER LAW GROUP
6745 Gray Road, Suite H
Indianapolis, IN 46237
(317) 536-7435

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Cross-Reference:
Eagle Crossing, Section 1 (Plat), Instrument #2001-00026509
Eagle Crossing, Section 1 (Plat), Instrument #2002-00014322
Eagle Crossing, Section 1 (Plat), Instrument #200200040221
Eagle Crossing, Section 1 (Plat), Instrument #2002-00042518
Eagle Crossing, Declaration of Covenants, Instrument #2001-00026510
Eagle Crossing, Corporate Resolution & Parking and Garage Rules, Instrument #2010-00028427

Affidavit of Petition
of
Eagle Crossing Community Members

COMES NOW the Voting Members of the Eagle Crossing Association, by one of its members, on this 8th day of December, 2010, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Hendricks County, Indiana, commonly known as Eagle Crossing was established upon the recording of certain Plats with the Office of the Recorder for Hendricks County, Indiana; and

WHEREAS, the Plat for Eagle Crossing, Section 1, was filed with the Office of the Hendricks County Recorder on September 6, 2001, as Instrument # 2001-00026509; and

WHEREAS, the Plat for Eagle Crossing, Section 2, was filed with the Office of the Hendricks County Recorder on April 25, 2002, as Instrument # 2002-00014322; and

WHEREAS, the Plat for Eagle Crossing, Section 3, was filed with the Office of the Hendricks County Recorder on November 20, 2002, as Instrument # 2002-00040221; and

WHEREAS, the Plat for Eagle Crossing, Section 4, was filed with the Office of the Hendricks County Recorder on September 24, 2003, as Instrument # 2003-00042518; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Eagle Crossing (hereinafter “Declaration”), was filed with the Office of the Hendricks County Recorder on August 21, 2001, as Instrument # 2001-00026510; and

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WHEREAS, the Affidavit of Corporate Resolution and Parking and Garage Rules (hereinafter “Amended Parking Rules”), were filed with the Office of the Hendricks County Recorder on December 12, 2010, as Instrument # 2010-00028427; and

WHEREAS, Section 4.1 of the Declaration states, the membership of the Association shall consist of one class of voting members, with each Member having equal voting rights. In the event that any one Lot shall be owned by more than one person, partnership, trust, corporation, or other entity, they shall be treated collectively as one Member for voting purposes, so that as to any matter being considered by the Association, only one vote appertains to each Lot; and

WHEREAS, Section 4.2 of the Declaration states, The Association is hereby authorized to act and shall act on behalf of, and in the name, place and stead of, the individual Owners; and

WHEREAS, the Eagle Crossing Community Petition and Map (hereinafter “Petition”) shows 126 members, of 137 members questioned, rejecting the amended parking rules. Therefore, with a 92% rejection rate thus far, the actions of the Association, related to the Amended Parking Rules, are not actions in behalf of the individual owners; and

WHEREAS, Section 4.2 of the Declaration states, Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct; and

WHEREAS, Section 9.3 of the Declaration states, the officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith; and

WHEREAS, Sections C, D and H of the Amended Parking Rules state, an organized willful intent of the Association to exert control over the motor vehicles of individual owners; without a corresponding intent to handle special cases or assess the potential harm caused to individual owners by such actions; and

WHEREAS, some members may require on demand access to their motor vehicles due to medical necessity and many members likely require similar access to their motor vehicles to earn a livelihood; and

WHEREAS, Indiana Code IC 35-43.4-2.5 (b) defines Auto Theft as, A person who knowingly or intentionally exerts unauthorized control over the motor vehicle of another person, with intent to deprive the owner of:
1) the vehicle's value or use; or
2) a component part (as defined in IC 9-13-2-34) of the vehicle, a Class D Felony; and
WHEREAS, Indiana Code IC 35-43-4-2.5 (b) defines Unlawful entry of motor vehicle as,
A person who:
(1) enters a motor vehicle knowing that the person does not have the permission of an
owner, a lessee, or an authorized operator of the motor vehicle to enter the motor
vehicle; and
(2) does not have a contractual interest in the motor vehicle;
commits unauthorized entry of a motor vehicle, a Class B misdemeanor; and

WHEREAS, Indiana Code IC 35-43-2-2 (a4) defines Criminal Trespass as, A person who:
knowingly or intentionally interferes with the possession or use of the property of another person
without the person's consent; and

WHEREAS, Indiana Code IC 35-45-6-1, Sec. 1 defines Racketeering (in part) as,
(c) "Enterprise" means:
(1) a sole proprietorship, corporation, limited liability company, partnership, business trust, or
governmental entity, or
(2) a union, an association, or a group, whether a legal entity or merely associated in fact.
(e) "Racketeering activity" means to commit, to attempt to commit, to conspire to commit a
violation of, or aiding and abetting in a violation including, but not limited to any of the
following:
(14) Theft (IC 35-43-4-2),
(23) Intimidation (IC 35-45-2-1), and

WHEREAS, Section 9.2 of the Declaration states, this Declaration may be amended only by the
affirmative vote or written consent, or any combination thereof, of voting Members representing
at least seventy-five percent (75%) of the Members entitled to vote thereon; and

WHEREAS, The legal definition of "Amend" is, To alter or change by adding, subtracting, or
substituting. (i.e. One can amend a statute, a contract or a written pleading filed in a law suit.)
See Also: add to, adjust, alter, ameliorate, better, change, correct, corrigere, edit, emend,
emendare, enhance, enrich, improve, mend, modify, perfect, polish, rectify, relashion, refine,
reform, remedy, remove fault, renew, revamp, revise, rework, rewrite, upgrade; and

WHEREAS, no vote was taken prior to implementing the Amended Parking Rules (Instrument
# 2010-00028427), and

WHEREAS, Section 9.7 of the Declaration states, No judicial or administrative proceeding shall
be commenced or prosecuted by the Association unless approved by a vote representing at least
two-thirds (2/3) of the Members entitled to vote thereon.
WHEREFORE, BE IT RESOLVED, pursuant to the provisions set forth in the Declaration and in compliance with the Indiana State Code, the Board of Directors and/or their agents are enjoined, to the extent allowable by law, from the enforcement of the Amended Parking Rules until such time as the legality concerns are addressed and a vote of the association membership is completed related to this matter. Furthermore, that the Board of Directors, and/or their agents, work with the association membership toward a peaceful resolution in such a manner as to avoid litigation and/or undue cost to the Association.

IN WITNESS THEREOF, I the undersigned, do hereby execute this Affidavit of Petition for the Eagle Crossing Community Members, and swear, affirm or certify, under penalties of perjury, the contents herein are true and accurate to the best of my knowledge stated, this 28th day of December, 2010.

[Signature]

Printed Name: Robert M. Price
Voting Member, Eagle Crossing Homeowners Association

I HEREBY CERTIFY UNDER PUNISHABLE PERS FOR PERJURY, THAT I HAVE NOT AND WILL NOT REJECT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

[Signature]

Robert M. Price

PREPARED BY
Robert M. Price

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Eagle Crossing Community Petition

By signing this petition I hereby certify, I am a voting member of the Eagle Crossing Community and call for:

1. The immediate revocation of the newly created/amended Eagle Crossing parking rules, regulations and procedures dated: 1 December 2010.
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Address: 62270 Eastern Range Rd
Print Name: Robert M. Price
Signed: [Signature]
Date: 12-17-10

Address: 62380 Eastern Range Rd
Print Name: Albert M. McCay
Signed: [Signature]
Date: 12-17-10

Address: 62387 Eastern Range Rd
Print Name: Braden McCay
Signed: [Signature]
Date: 12-17-10

Address: 13147 Eastern Range
Print Name: Victoria Wilson
Signed: [Signature]
Date: 12-17-10

Address: 6373 Eastern Range Rd
Print Name: Anthony C. Hunter
Signed: [Signature]
Date: 12-17-10

Address: 6395 Eastern Range Rd
Print Name: Jules Byrne
Signed: [Signature]
Date: 12-17-10

Address: 6409 Eastern Range Rd
Print Name: Frank Ferreira
Signed: [Signature]
Date: 12-18-10

Page 1
Eagle Crossing Community Petition

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Address: 4451 Eastern Range Rd. Date: 12-18-10
Print Name: Jayne Starfield Signed: J. Starfield

Address: 6451 Eastern Range Rd Date: 12-18-10
Print Name: RANDOLPH POLLARD Signed: Randall B Pollard

Address: 4459 Eastern Range Rd Date: 12-18-10
Print Name: BERNARD ALPHA Signed: B. Pollard

Address: 6465 Eastern Range Rd Date: 12-18-10
Print Name: DARYL WHITNEY Signed: D. Whitney

Address: 4420 Eastern Range Rd Date: 12-18-10
Print Name: KENNETH WRIGHT Signed: K. Wright

Address: 6440 Eastern Range Rd Date: 12-18-10
Print Name: FREDRICK A ROBINSON Signed: F. Robinson

Address: 6400 Eastern Range Rd Date: 12-18-10
Print Name: ERL HILLARD Signed: H. Hillard
Eagle Crossing Community Petition

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Address: 15310 Eastern Range Rd    Date: 12/18/10
Print Name: Dana Baker    Signed: Dana Baker

Address: 16350 Eastern Range Rd    Date: 12/18/10
Print Name: Michael W. Stackhouse    Signed: Michael Stackhouse

Address: 16340 Eastern Range Rd    Date: 12/18/10
Print Name: Deb Stukenberg    Signed: Deb Stukenberg

Address: 16330 Eastern Range Rd    Date: 12/18/10
Print Name: Amy Mudi    Signed: Amy Mudi

Address: 16300 Eastern Range Rd    Date: 12/18/10
Print Name: Paul & Pam Haviland    Signed: Paul Haviland

Address: 16300 Eastern Range Rd    Date: 12/18/10
Print Name: Karon Motz    Signed: Karon Motz

Address: 10046 Yosemite Ln    Date: 12/18/10
Print Name: Jeremy S. Polston    Signed: Jeremy S. Polston
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Address: 10075 Yosemite Lane
Print Name: Bryant Seaton
Signed: [Signature]
Date: Dec 16, 2010

Address: 10045 Yosemite Ln
Print Name: Jaime Phillips
Signed: [Signature]
Date: 12/18/10

Address: 10115 Yosemite Ln
Print Name: Chau Tran
Signed: [Signature]
Date: 11/18/10

Address: 10127 Yosemite Ln
Print Name: Will Fett
Signed: [Signature]
Date: 12/18/10

Address: 10130 Yosemite Ln
Print Name: Marcos Parra
Signed: [Signature]
Date: 12/18/10

Address: 10185 Yosemite Ln
Print Name: Jeff & Kathy Ellis
Signed: [Signature]
Date: 12/18/10

Address: 10187 Yosemite Ln
Print Name: Sharon & Andrew Smith
Signed: [Signature]
Date: 12/18/10
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Address: 6347 Eastern Range Rd
Print Name: SANDLER GAILMIRE
Signed: [Signature]
Date: 12/18/2010

Address: 6355 Eastern Range Rd
Print Name: MANISH VASHISTHA
Signed: [Signature]
Date: 12/18/2010

Address: 6325 Eastern Range Rd
Print Name: Gerald Critt
Signed: [Signature]
Date: 12/18/2010

Address: 6315 Eastern Range Rd
Print Name: Sylivia Teppery
Signed: [Signature]
Date: 12-18-10

Address: 6230 Eastern Range Rd
Print Name: Rebekah Guy
Signed: [Signature]
Date: 12-18-10

Address: 10091 Eastern Range Rd.
Print Name: Black Family
Signed: [Signature]
Date: 12-18-10

Address: 1002 Big Pond Dr.
Print Name: Josh Holst
Signed: [Signature]
Date: 12-18-10
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Address: 9979 Big Bend Dr. 4672X  Date: 12/18/10
Print Name: SATHYA THILAGAMAN  Signed: [Signature]

Address: 9944 Big Bend Dr.  Date: 12/18/10
Print Name: JUDI WALTER  Signed: [Signature]

Address: 9944 Big Bend Dr.  Date: 12/18/10
Print Name: CHARLES WALTER  Signed: [Signature]

Address: 9877 Big Bend Dr.  Date: 12/19/10
Print Name: EDWIN L. BEHRENS  Signed: [Signature]

Address: 9865 Big Bend Dr.  Date: 12/18/10
Print Name: JEFF PETERSON  Signed: [Signature]

Address: 9860 Big Bend Dr.  Date: 12/18/10
Print Name: ANDREA ELYOR  Signed: [Signature]

Address: 9925 Big Bend Dr.  Date: 12/19/10
Print Name: ALAINA FALK  Signed: [Signature]
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Address: 9775 Blue Bend Dr  
Print Name: Dave Brown  
Date: 12/18/10  
Signed: Dave Brown

Address: 339 Eastern Range Rd  
Print Name: Angela Robertson  
Date: 12/21/10  
Signed: Angela Robertson

Address: 630 Eastern Range Rd  
Print Name: Karen Fuller  
Date: 12/18/10  
Signed: Karen Fuller

Address: 10076 Split Rock Way  
Print Name: Esther Onuorah  
Date: 12/20/10  
Signed: Esther Onuorah

Address: 10136 Split Rock Way  
Print Name: Judy Chandler  
Date: 12/20/10  
Signed: Judy Chandler

Address: 10148 Split Rock Way  
Print Name: Rachel Howey  
Date: 12/20/10  
Signed: Rachel Howey

Address: 10196 Split Rock Way  
Print Name: Francis Thomas  
Date: 12/20/10  
Signed: Francis Thomas
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1. Address: 1077 Split Rock
   Print Name: Vincent Foyner
   Signed: Vincent Foyner
   Date: 12/20/10

2. Address: 1075 Split Rock Way
   Print Name: Kelly Tatum
   Signed: Kelly Tatum
   Date: 12-20-10

3. Address: 10153 Split Rock Way
   Print Name: Thomas Karp
   Signed: Thomas Karp
   Date: 12-20-10

4. Address: P 10131 Split Rock Way
   Print Name: Keenan Gibbs
   Signed: Tom Gibbs
   Date: 12.20.10

5. Address: 1023 Clear Creek Cir
   Print Name: Vics Tomlinson/Bennetts
   Signed: Vics Tomlinson/Bennetts
   Date: 12/20/10

6. Address: 1172 Clear Creek Cir
   Print Name: L Landis
   Signed: L Landis
   Date: 12/20/10

7. Address: 10175 Clear Creek Cir
   Print Name: Elizabeth Mates
   Signed: William Mates
   Date: 12-20-10
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Address: 10051 Split Rock Way  Date: 12-20-10
Print Name: Toby Pritchard  Signed: [Signature]

Address: 10079 Split Rock Way  Date: 12-20-10
Print Name: Gwendolyn Cook  Signed: [Signature]

Address: 10051 Clear Creek Cir  Date: 12-20-10
Print Name: Sarah Dorsey  Signed: [Signature]

Address: 10041 Clear Creek Cirde  Date: 12-20-10
Print Name: Theresa Wilke  Signed: [Signature]

Address: 6134 Big Skye Dr  Date: 12-20-10
Print Name: Oscar Fajardo  Signed: [Signature]

Address: 122 Big Stone  Date: 12-21-10
Print Name: Guy Robert  Signed: [Signature]
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*Address: 10061 North Trail  Date: 12-21-10
Print Name: Nancy Hutton  Signed: Nancy Hutton

*Address: 10115 North Trail  Date: 12-21-10
Print Name: Erin Zollner  Signed: Erin Zollner

*Address: 10154 North Trail  Date: 12-21-10
Print Name: Wilburn Owen  Signed: Wilburn Owen

*Address: 10056 Pine Grove Way  Date: 12-21-10
Print Name: Ray Carter  Signed: Ray Carter

*Address: 10055 Pine Grove CT  Date: 12-21-10
Print Name: Mandy Kasir  Signed: Mandy Kasir

*Address: 9967 Pine Grove Court  Date: 12-21-10
Print Name: Sara Brown  Signed: Sara Brown

*Address: 9978 Pine Grove Court  Date: 12-21-10
Print Name: ADEHLY ODUGBA  Signed: ADEHLY ODUGBA

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Address: 10068 Pine Grove Way Date: 12/21
Print Name: Quamina Carter Signed: Quamina Carter

Address: 159988 Pine Grove Ct Date: 12/21
Print Name: Lawanda Beatty Signed: Lawanda Beatty

Address: 10070 North Trail Date: 12-21-10
Print Name: Sylvia Hall Signed: Sylvia Hall

Address: 10124 North Trail Date: 12-21-10
Print Name: Carolyn Milkie Signed: Carolyn Milkie

Address: 4163 Palomar Circle Date: 12-21-10
Print Name: Daniel Jackson Signed: Daniel Jackson

Address: 6117 Palomar Circle Date: 12.21.10
Print Name: Balissa Youngblood Signed: Balissa Youngblood

Address: 10134 Palomar Circle Date: 12-21-10
Print Name: John Grennan Signed: John Grennan
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Address: 9918 Split Rock Way  Date: 12-21-10
Print Name: Craig A. Holloway  Signed: Craig A. Holloway

Address: 9910 Split Rock Way  Date: 12-21-10
Print Name: Reena Patel  Signed: Reena Patel

Address: 9877 Split Rock Way  Date: 12-21-10
Print Name: Richard Johnson  Signed: Richard Johnson

Address: 9874 Split Rock Way  Date: 12-21-10
Print Name: Darby O'Brien  Signed: Darby O'Brien

Address: 9863 Split Rock Way  Date: 12-21-10
Print Name: Henry Le  Signed: Henry Le

Address: 9862 Split Rock Way  Date: Dec. 21, 2010
Print Name: Ranendra D. Patel  Signed: Ranendra D. Patel
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Address: 94750 Split Rock
Print Name: Jerson Bonilla
Date: 12/24/10
Address: 9827 Split Rock Way
Print Name: Melanie Johnson
Date: 12/21/10
Address: 8521 Hidden Hills
Print Name: Chad Thompson
Date: 12/21/10
Address: 9787 Hidden Hills Lane
Print Name: Kirth Biasillo
Date: 12/21/10
Address: 9793 Hidden Hills
Print Name: Charity Anderson
Date: 12/21/10
Address: 9789 Hidden Hills Ln.
Print Name: Julie Allen
Date: 12/21/10
Address: 9801 Hidden Hills Ln
Print Name: Joel Johnson
Date: 12/24/10
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Address: 401 Hidden Hills
Print Name: Brenda L. Furrill
Signed: [Signature]
Date: 12/21/10

Address: 10214 Yosemite Ln
Print Name: Todd E. Albert
Signed: [Signature]
Date: 12/21/10

Address: 10385 Memorial Blvd
Print Name: Robert W. Wilson
Signed: [Signature]
Date: 12/22/10

Address: 10170 Eastern Range Rd
Print Name: Jacki Wilkie
Signed: [Signature]
Date: 12/22/10

Address: 10273 Memorial Blvd
Print Name: Jeff Furrill
Signed: [Signature]
Date: 12/22/10

Address: 10275 Memorial Blvd
Print Name: Kiril Tchorbadzhiev
Signed: [Signature]
Date: 12/22/10

Address: 10308 Memorial Blvd Dr
Print Name: Mandy & Nancy Sizemore
Signed: [Signature]
Date: 12/22/10
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* Address: 10291 Memorial Knoll Dr. Date: 12-22-10
  Print Name: Terry F. Harrow Signed: [Signature]

* Address: 10283 Memorial Knoll Jr. Date: 12-22-10
  Print Name: Ryan Dunlop Signed: [Signature]

* Address: 10317 Memorial Knoll Dr. Date: 12-22-10
  Print Name: Barb Ireland Signed: [Signature]

* Address: 10386 Memorial Knoll Dr. Date: 12-21-10
  Print Name: Alkesh Patel Signed: [Signature]

* Address: 10405 Memorial Knoll Dr. Date: 12-22-10
  Print Name: Krossi Piroevska Signed: [Signature]

* Address: 10405 Memorial Knoll Dr. Date: 12-22-10
  Print Name: Debra Dunn Signed: [Signature]

* Address: 10415 Memorial Knoll Dr. Date: 12-22-10
  Print Name: Vladimir Batchev Signed: [Signature]
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*Address: 10435 MEMORIAL KNOL DR  Date: 12-22-10
Print Name: BRANDON ALEXANDER Signed: 12-22-10
*Address: 10449 MEMORIAL KNC 10  Date: 12-22-10
Print Name: CARLY DOMBECK Signed: 12-22-10
*Address: 10335 TOSHNIK WAY  Date: 12-22-10
Print Name: LESTER HINES Signed: 12-22-10
*Address: 10327 YOSEMITE CNI  Date: 12-22-10
Print Name: DONALD ANDESON Signed: 12-22-10
*Address: 10734 YOSEMITE LANE  Date: 12-26-10
Print Name: CHRISTOPHER Signed: 12-26-10
*Address: 10724 YOSEMITE LANE  Date: 12-26-10
Print Name: VICKI DORSEY Signed: 12-26-10
*Address: 10449 YOSEMITE LN  Date: 12-26-10
Print Name: JASON D THOMPSON Signed: 12-26-10
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Address: 6447 Big Stone Date: 12/26/10
Print Name: Bette L. Green Signed: Bette L. Green

Address: 10033 Olympic Circle Date: 12/26/10
Print Name: Alana L. Avery Signed: Alana L. Avery

Address: 10032 Olympic Circle Date: 12/26/10
Print Name: Hedi J. Gates Signed: Hedi J. Gates

Address: 97 Mdlay A Date: 12-26-10
Print Name: Geral Mdlay Signed: Geral Mdlay

Address: 9700 Olympic Cir Date: 12-26-10
Print Name: Genet Hagos Signed: Genet

Address: 951 Olympic Cir Date: 12-26-10
Print Name: Matt Miller Signed: Matt Miller

Address: 9946 Olympic Circle Date: 12/26/10
Print Name: David P. Dyer Signed: David P. Dyer
Eagle Crossing Community Petition

By signing this petition I hereby certify, I am a voting member of the Eagle Crossing Community and call for:

1. The immediate revocation of the newly created/amended Eagle Crossing parking rules, regulations and procedures dated; 1 December 2010.
2. A comprehensive (and public) review/modification of all Eagle Crossing covenant rules and by-laws to:
   a. Restore/ensure my right to the peaceful and lawful use of my home and actions within the community.
   b. Add appropriate controls to ensure:
      i. Proper use of community funds.
      ii. The preservation of the lawful rights of everyone residing within the Eagle Crossing Community.

(Signing this petition, also serves as notice that I the undersigned reserve the right to pursue legal action (individually or collectively) against the Eagle Crossing Board of Directors and/or their agents (individually or collectively) including the pursuit of monetary compensation for lost wages and/or costs arising from the enforcement of the Eagle Crossing parking rules, regulations, and procedures dated; 1 December 2010.)

Address: 9835 Olympic Circle Date: 12/26/10
Print Name: Eli Johnson Signed: 

Address: 9822 Olympic Circle Date: 12/26/10
Print Name: Melissa Stelling Signed: 

Address: 9823 Olympic Circle Date: 12/26/10
Print Name: Ryan Sullivan Signed: 

Address: 9899 Olympic Cir. Date: 12/26/10
Print Name: Leann Johnson Signed: 

Address: 9874 Olymic Circle Date: 12/26/10
Print Name: Frank Stelling Signed: 

Address: 9875 Olympic Circle Date: 12/26/10
Print Name: Ryan Bardach Signed: 

Address: 9872 Olympic Cir. Date: 12/26/10
Print Name: Tim Blanton Signed: 

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Eagle Crossing Community Petition

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Address: 9851 Olympia Circle Date: 12-26-10
Print Name: Adam Black Signed: ________

Address: 9863 Olympic Circle Date: 12-26-10
Print Name: David White Signed: ________

Address: ____________________________ Date: __________
Print Name: ____________________________ Signed: __________

Address: ____________________________ Date: __________
Print Name: ____________________________ Signed: __________

Address: ____________________________ Date: __________
Print Name: ____________________________ Signed: __________

Address: ____________________________ Date: __________
Print Name: ____________________________ Signed: __________

Address: ____________________________ Date: __________
Print Name: ____________________________ Signed: __________