DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
EAGLE VALLEY FARMS DEVELOPMENT COMPANY

THIS DECLARATION, made on the date hereinafter set forth by
EAGLE VALLEY FARMS DEVELOPMENT COMPANY (hereinafter called "Declarant")
an Indiana limited partnership, having its principal office at 2824
North High School Road, Indianapolis, Indiana.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate in
Indianapolis, County of Marion, State of Indiana, which is more
particularly described on Exhibit "A" (subject to certain Easements
described on Exhibit "B") attached hereto and made a part hereof.
The real estate described on Exhibit "A" is hereinafter called
"Eagle Valley Farms - Project I - Phase I" or "Properties", and

WHEREAS, the Declarant intends to develop the Properties by
subdividing the predominant portion of the Properties into "Sections"
or "Clusters" that are to be used for residential purposes and will
contain common area real estate that is owned by a homeowners asso-
ciation to which the owner of a dwelling in the Properties must
belong and pay lien-supported maintenance assessments, and

WHEREAS, the Declarant, by this Declaration intends to subdivide
a certain portion of each Section into "Lots" for use as residential
dwellings, which Sections are more particularly illustrated by a
schematic Cluster-Lot Subdivision on Exhibit "B-1" attached hereto
and made a part hereof, and

WHEREAS, prior to the conveyance of any Lot in the Properties
to an Owner, the Declarant intends to convey a certain portion of
the Properties to the Association for the common use and enjoyment
of the Owners (subject to the terms of this Declaration) which
portion of the Properties is more particularly illustrated on Ex-
hibit "C-1" entitled Initial Commonality, attached hereto and made
a part hereof (hereinafter called "Common Area"), and

WHEREAS, prior to the conveyance of any Lot in a Section or
Cluster to an Owner, the Declarant intends to convey a certain por-
tion of the Properties to the Association for the common use and
enjoyment of the Owners (subject to the terms of this Declaration),
NOW, THEREFORE, Declarant hereby declares that all of the real estate described on Exhibit "A" (subject to the easements described on Exhibit "B") shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real estate and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Declarant" shall mean and refer to EAGLE VALLEY FARMS DEVELOPMENT COMPANY, its successors and assigns as a declarant.

Section 2. "Association" shall mean and refer to EAGLE VALLEY FARMS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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

Section 4. "Properties" shall mean and refer to the certain real estate described on Exhibit "A" (subject to easements described on Exhibit "B"), except streets, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Cluster or Section" shall mean a section as approved by the Plats Committee of the Metropolitan Department of Development of the City of Indianapolis as more particularly illustrated on Exhibit "B-1". A Cluster includes a contiguous group of Lots. All area other than a Lot, within a Cluster, is Initial Cluster—Common Area or Final Cluster—Common Area.

Section 6. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas. The Declarant has planned Forty-Three (43) Lots on the Properties. Each Lot shall contain a single family residential dwelling of not less than One Thousand (1,000) square feet of ground floor area, if the dwelling structure on the Lot is One (1) floor; and not less than Four Hundred and Fifty (450) square feet of ground area in the case of a dwelling structure with more than One (1) story. Each Lot shall contain an area which exceeds the exterior face of the foundation wall dimensions of the structure by One (1) inch, and shall include the Lot's side of One-half (1/2) of any party wall dividing a
dwellings structure on a Lot from any other dwelling structure on any Lot. Additionally, each Lot shall include a "patio" area of not less than Four Hundred (400) square feet of the Properties contiguous and appurtenant to the aforementioned Lot area. Further, the Final Plat of each Cluster shall include for each platted Lot in each Cluster, areas specifically reserved for "greenhouse". The greenhouse area shall be located within the Four Hundred (400) square foot area.

Section 7. "Dwelling" shall mean and refer to a single family residence erected on a Lot within the Project Real Estate.

Section 8. "Common Area" shall mean all the real estate (including improvements thereto) owned by the Association for the common use and enjoyment of the Owners. Common Area shall include the "Initial Common Area" and the "Final Cluster-Common Area" as hereinafter defined in Sections 9 and 11 respectively.

Section 9. "Initial Common Area" shall include all the real estate (including improvements thereto) described on Exhibit "C-1" attached hereto, and shall be owned by the Association at the time of the conveyance of the first Lot to an Owner.

Section 10. "Initial Cluster-Common Area" shall include all the real estate (including improvements thereto), other than Initial Common Area, located within each Cluster, as illustrated on the unrecorded Preliminary Plat Documents approved by the Plats Committee of the Metropolitan Department of Development of the City of Indianapolis. The Declarant reserves the right to relocate the Lots within each Cluster prior to recording the Final Plat Documents for each Cluster approved by the Plats Committee of the Metropolitan Department of Development of the City of Indianapolis. In the event the Declarant relocates the Lots within a Cluster, the description of the Initial Cluster-Common Area shall be adjusted and described as set forth in Section 11 of this Article.

Section 11. "Final Cluster-Common Area" shall include all the real estate (including improvements thereto other than Initial Common Area, located within each Cluster, as described on the recorded Final Plat Documents for each Cluster. The Final Cluster-Common Area shall be owned by the Association at the time of the conveyance of the first Lot within each Cluster and shall be equal to or greater than the area of the Initial Cluster-Common Area.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area
which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument, signed, by two-thirds (2/3) of each Class Members, agreeing to such dedication or transfer, has been recorded;

(d) The right of individual Owners to the exclusive use of parking spaces as provided in this Article.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to the members of his family, his tenants, guests or contract purchasers who reside on a Lot.

Section 3. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of one or more parking spaces, in the area of the common drive immediately outside the Lot's garage facility, on a basis of one parking space for each garage space, together with the right of ingress and egress in and upon said parking space. The parking space shall be in addition to the garage space and shall be permanently designated by the Association for the exclusive use of the Owner of the Lot or his guest or invitee. Additional parking spaces may be provided as part of the Common Area for the use of the general public, guests, or invitees of the Owners. The Association may restrict the Owners' rights to use any additional parking spaces not specifically designated for the Owners' use.

Section 4. Property Subject to Declaration. The Properties which are, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this
Declaration are located in Marion County, State of Indiana, and are more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

Section 5. Master Declaration for Eagle Valley Farms. In the event the Declarant has sold One Hundred Twenty-Three (123) Lots to Owners other than the Declarant prior to September 30, 1978; the Declarant shall have the right to record a Master Declaration of Covenants, Conditions and Restrictions of Eagle Valley Farms Development Company for Eagle Valley Farms in the form of Exhibit "F" attached hereto and made a part hereof; and all Properties referred to in this Declaration shall be subject to the terms and conditions of such Master Declaration whether the same be recorded now or hereafter recorded in the Office of the Recorder of Marion County, Indiana.

Section 6. Additions. Except for additions described in Article VII, Section 5, of this Declaration, and in Article VI, Section 5, of the Master Declaration referred to in Section 5 above, all other additions may be annexed to the Properties only with the consent of two-thirds (2/3) of each class of voting members. Additional real estate so subject to these covenants and restrictions, however, must be adjacent to or in the immediate vicinity of the Properties.

The imposition of these covenants and restrictions to additional property may, pursuant to this Article, or otherwise, be by recording a Supplemental Declaration of Covenants, Conditions and Restrictions among the records of the Marion County Recorder, Marion County, Indiana; which Supplemental Declaration shall extend the scheme of the within Covenants, Conditions and Restrictions to such property. Such Supplemental Declaration may contain such complimentary additions and modifications to the covenants and restrictions set forth in this Declaration as may be necessary to reflect the different character or use, if any, of such property.

Section 7. Title to Common Areas Other Than Final Cluster-Common Area. The Declarant shall convey the Common Areas (other than the Final Cluster-Common Area) to the Association, in fee simple absolute at the time of the first conveyance of a Lot, such conveyance to be subject to taxes for the year of conveyance, and to restrictions, conditions, limitations and easements or record.

Section 8. Title to Final Cluster-Common Area. The Declarant shall convey the Final Cluster-Common Area, in a Cluster in fee simple absolute to the Association at the time of the first conveyance of a Lot in the Cluster, such conveyance to be subject to taxes for the year of conveyance, to restrictions, conditions, limitations and easements of record and public utilities.
ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is a subject to assessment, as defined in Article IV, Section 1, shall be a member of the Association. For purposes of determining classes of membership, a Class A Member shall be the Owner of any conveyed Lot containing a Dwelling, and a Class B Member shall be the Owner of any un conveyed Lot, and each reference to a Lot in Section 2(a), 2(b) or 2(c) of this Article shall be deemed to be a conveyed Lot containing a Dwelling or an un conveyed Lot respectively.

Section 2. The Association shall have two (2) classes of Membership.

(a) Class A. Every person, group of persons or entity, other than the Declarant, who is a record Owner of a fee interest in any Lot which is or becomes subject, by covenants of record, to assessment by the Association, shall automatically be a Class A Member of the Association; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a Member. A Class A Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Class A Members shall be entitled to One (1) vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Lot, then the vote for the membership appurtenant to such Lot shall be exercised as they among themselves determine, but in no event shall more than One (1) vote be cast with respect to any Lot.

(b) Class A Series. The Class A Members shall be divided into Series known as A-A, A-B, A-C, A-D, A-E, A-F, and A-G. The Class A Members are divided into Series for purposes of fixing uniform rates of assessment on all Lots containing the same dwelling types. The Series of Class A Membership to which each Lot is entitled to, when finally platted, shall be determined by the type of house (Dwelling) located on the Lot. The type houses (Dwellings) are designated on Exhibit "G" attached hereto. The Series of Memberships are specifically determined as follows:

(i) The Owner of a Lot with a type A house (Dwelling) shall be designated a Class A-Series A Member.

(ii) The Owner of a Lot with a type B house (Dwelling) shall be designated a Class A-Series B Member.
(iii) The Owner of a Lot with a type C house (Dwelling) shall be designated a Class A-Series C Member.

(iv) The Owner of a Lot with a type D house (Dwelling) shall be designated a Class A-Series D Member.

(v) The Owner of a Lot with a type E house (Dwelling) shall be designated a Class A-Series E Member.

(vi) The Owner of a Lot with a type F house (Dwelling) shall be designated a Class A-Series F Member.

(vii) The Owner of a Lot with a type G house (Dwelling) shall be designated a Class A-Series G Member.

(c) Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to a Class A Membership on the happening of either of the following events, which ever occurs earlier:

(i) Whenever the total votes outstanding of Class A Membership equal the total votes outstanding in Class B Membership, or

(ii) On January 1, 1982, in the event all the Lots have not been conveyed to the Owners or the Class B Memberships have not been surrendered by the then holders thereof for cancellation on the books of the Association.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

CLASS A & CLASS B MEMBERS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. At the time the first Lot is conveyed, there shall be deemed to be Forty-Three (43) Lots within the Properties.
for purposes of determining the total number of assessments payable by the Class A and Class B Members. In the event the Declarant annexes additional real estate from Exhibit "D" to the Properties, pursuant to Section 5(b) of Article VII, any Lots within the annexed real estate shall be subject to the assessment for their just share of Association expenses not to exceed the maximum. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association on a Lot shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the Dwellings situated upon the Properties.

Section 3. Date of Commencement of Annual Assessments: Due Dates. The annual assessments for Class A and Class B Members, provided for herein, shall commence as to all Lots on the first day of the month following the initial conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment for Class A and Class B Members against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment for Class A and Class B Members shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment on a Lot is binding upon the Association on the date of its issuance.

Section 4. Uniform Rates of Assessment. Both annual and special assessments for Class A Members shall be fixed at a uniform rate for all Lots containing the same type house (Dwelling) and such assessments for Class B Members shall be fixed at a uniform rate for all Lots, all such rates to be determined by the method shown on Exhibit "G". As a convenience to the Association, assessments may be collected on a monthly basis.
Section 5. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment shall be Six Hundred Fifty Dollars ($650.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment per Lot may be increased each year without a vote of the Membership, as provided below on the basis of "The Revised Consumer Price Index - Cities (1957-1959=100)" (hereinafter called "CPI"), published by the Bureau of Labor Statistics of the United States Department of Labor. The CPI Number indicated in the column for the City of Indianapolis, entitled "All Items", for the month of November of the year preceding the year in which the conveyance of the first Lot to an Owner occurs, shall be the "Base CPI Number"; and the corresponding CPI Number for the month of November of the year in which the conveyance of the first Lot to an Owner shall be "Current CPI Number". The Current CPI Number shall be divided by the Base CPI Number. From the quotient thereof, there shall be subtracted an Integer of One (1); and the resulting positive number shall be deemed to be the maximum percentage that the annual assessment per Lot may be increased above the maximum assessment for the previous year without a vote of the Membership. Each succeeding year thereafter, the maximum percentage increase of assessment over the previous year without a vote of the Membership shall be determined in a like manner, provided, however, the Current CPI Number for each previous year shall be deemed the Base CPI Number for each succeeding year in the computation of the maximum percentage increase. In the event the actual percentage increase of assessment in any year by the Association is less than the maximum allowed without a vote of the Membership, the difference, between the actual percentage increase and the maximum percentage increase, may be added to the percentage increase for the following year in determining the maximum percentage increase of assessment allowed without a vote of the Membership for such year.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment per Lot may be increased above the maximum percentage determined in Paragraph (a) of this Section 5 by a vote of two-thirds (2/3) of the Class A and Class B Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment per Lot at an amount not in excess of the maximum.
Section 6. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7. Notice and Quorum for any Action Authorized Under Section 5 and 6. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Class A and Class B Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Class A and Class B Members or of proxies entitled to cast sixty percent (60%) of all the votes of the Class A and B Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment for a Class A or Class B Membership not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Article shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
ARTICLE V
EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care for roofs, gutters, downspouts, exterior building sewer, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces. In the event the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent act of its Owner, or through the willful or negligent act of the family, guests or invitees of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VI
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Dwelling upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, to the extent not inconsistent with the provisions of this Article, the general rules of law of the State of Indiana regarding party walls and liability for property damage due to negligence of willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.
Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribute Runs with Land. The right of any Owner to a contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. These covenants, conditions and restrictions may be enforced by the Association or any Owner. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants, conditions or restrictions cannot be adequately remedied by action at law or by recovery of damages.

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

Section 3. Duration. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land,
and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date or recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each.

Section 4. Amendment. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in the Office of the Recorder of Marion County, Indiana. No such agreement to amend, in whole or in part, shall be effective unless made and recorded six (6) months in advance of the effective date of such amendment, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken and no such agreement shall be effective with respect to any permanent easements or other permanent rights or interest relating to the Common Areas herein created. Any objections based upon failure to receive notice of the proposed agreement must be raised within the six (6) month period following recordation.

Section 5. Annexation. Additional real estate described on Exhibit "D" attached hereto and made a part herof may be annexed to the Properties by the Declarant without the consent of Members within the first six (6) years of the date of this Declaration, and after said six (6) years, only with the consent of two-thirds (2/3) of each Class A and Class B Members; provided, however, that the Federal Housing Administration and/or Veterans Administration shall determine if the annexation is in accord with the general plan heretofore approved by either of them.

Section 6. FHA/VA Approval. As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VII

MORTGAGEE'S RIGHTS

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

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

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

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

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot or Owner.

(c) by act or omission change, waive or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or exterior appearance of the Lots, the exterior maintenance of the Lots, the maintenance of party walls or common fences, driveways or the upkeep of lawns and plantings in the Properties.

(d) fail to maintain fire and extended coverage insurance on insurable common property on current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).
(e) use hazard insurance proceeds for losses to any common property for other than the repair, replacement or reconstruction of such improvements.

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

Section 5. Condemnation. No owner or any other person shall have priority of any rights of mortgagees of the Lots of insurance proceeds or condemnation awards for losses to or taking of the Common Areas.

ARTICLE IX

HARMONY AND ENVIRONMENTAL CONTROLS

Section 1. Architectural Control Committee. Except for original construction or as otherwise in these covenants provided, no building, fence, sidewalk, drive, walk, or other structure shall be erected, placed, altered, or maintained upon the Properties nor shall any exterior addition to or change (including any change in color) or alteration therein be made until the proposed building plans, specifications, exterior color and finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), general contractor and all subcontractors and construction schedule shall have been submitted to and approved in writing by the Board of Directors of the Association, or by any architectural control committee composed of not less than three (3) members appointed by said Board of Directors. Refusal of approval of plans, location or specification by said Board of Directors or architectural control committee may be based upon any ground, including, without limitation, lack of harmony of external design, color, location or relation to surrounding structures and topography and purely aesthetic considerations which, in the sole and uncontrolled discretion of said Board of Directors or architectural control committee shall seem sufficient. No alterations may be made in such plans after approval by the Board of Directors or architectural control committee is given except by and with their prior written consent. One copy of all plans, specifications and related data shall be furnished the Board of Directors or architectural control committee for its records. In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.
Section 2. Fences. Except for original construction, no fence, hedges or wall shall be constructed upon the Properties without the prior written approval of the Architectural Control Committee.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Declarant during original construction:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot within any Dwelling situated upon a Lot, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other owners of the Lots.

(b) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Dwelling situated upon the Properties, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes.

(c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot.

(d) Except has herein or elsewhere provided, no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or the like, shall be kept upon the Properties nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like.

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

(f) In order to facilitate the free movement of passing vehicles, no automobiles belonging to Owners shall be parked on the paved portion of any joint driveway or streets, public or private, except during bona fide temporary emergencies.

(g) No sound hardwood trees measuring in excess of three (3) inches in diameter two (2) feet above the ground shall be removed from any portion of the Properties without written approval of the Association acting through its Board of Directors or duly appointed committee.
(h) Except as may be approved in writing by the Board of Directors or their designated committee, no structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any portion of the property at any time.

(i) Except for entrance signs, directional signs, community "theme" and the like, no signs of any character shall be erected, posted or displayed upon, in or about any Lot situated upon the Properties, provided, however, if specifically permitted by a written regulation adopted by the Board of Directors.

(j) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any portion of the Properties which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

(k) Garage doors and the doors of any other storage room or the like shall be maintained in a closed position whenever possible.

(l) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission shall be maintained upon any Lot without the prior written consent of the Board of Directors.

(m) There shall be no violation of any rules for the Common Area which may from time to time be adopted by the Board of Directors or promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the By-laws, authorized to adopt such rules.

(n) In addition to the foregoing restrictions, all restrictions of the Plat as to the use of the Properties are incorporated by reference herein as restrictions of this Declaration.

(o) No construction, other than original construction, on the Greenhouse and Fireplace area of the Lot shall be for any purpose other than Greenhouse or Fireplace.

Section 4: Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of all the Owners of the Lots and after reasonable notice to the Owner, enter upon any Lot or the exterior of any Dwelling at reasonable hours on any day except Sunday for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions.
contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such action shall be taken without a resolution of the Board of Directors of the Association or by an architectural control committee composed of three (3) or more members appointed by the Board.

Section 5. Perpetual Easement for Encroachments. If any portion of the common area shall encroach upon any Lot, or if any Lot or any improvement, building, overhang, fixture or other structure or improvements of whatever type shall for any reason encroach upon any other Lot or upon any portion of the Common Area as a result of the construction of the building or improvements, or as a result of settling or shifting of the building or improvements, a valid, perpetual easement for the encroachment and for its maintenance is retained by the Declarant for its benefit and for the benefit of the Association and any owner of a Lot whose Lot is affected thereby and shall exist perpetually. In the event the building or the improvement shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment shall be permitted, and a valid easement for such encroachments is hereby reserved by the Declarant for its benefit and for the benefit of the Association and any owner of a Lot whose Lot is affected thereby and shall exist perpetually.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 2nd day of August, 1976.

EAGLE VALLEY FARMS DEVELOPMENT COMPANY

BY

George R. Nichols, Partner

STATE OF INDIANA )
) SS;
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared George R. Nichols, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions of EAGLE VALLEY FARMS
contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such action shall be taken without a resolution of the Board of Directors of the Association or by an architectural control committee composed of three (3) or more members appointed by the Board.

Section 5. Perpetual Easement for Encroachments. If any portion of the common area shall encroach upon any Lot, or if any Lot or any improvement, building, overhang, fixture or other structure or improvements of whatever type shall for any reason encroach upon any other Lot or upon any portion of the Common Area as a result of the construction of the building or improvements, or as a result of settling or shifting of the building or improvements, a valid, perpetual easement for the encroachment and for its maintenance is retained by the Declarant for its benefit and for the benefit of the Association and any owner of a Lot whose Lot is affected thereby and shall exist perpetually. In the event the building or the improvement shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment shall be permitted, and a valid easement for such encroachments is hereby reserved by the Declarant for its benefit and for the benefit of the Association and any owner of a Lot whose Lot is affected thereby and shall exist perpetually.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 2 August, 1976.

EAGLE VALLEY FARMS DEVELOPMENT COMPANY

BY George R. Nichols, Partner

STATE OF INDIANA )
) SS;
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared George R. Nichols who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions of EAGLE VALLEY FARMS.
LEGAL DESCRIPTION OF PROPERTIES

PHASE I

A part of the Southeast Quarter of Section 22, Township 16 North, Range 2 East and a part of the Northeast Quarter of Section 27, Township 16 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to wit:

Commencing at the Northwest corner of the Northeast Quarter of said Section 27, thence South 03 degrees 53 minutes 26 seconds West along the West line of the said Northeast Quarter Section 461.28 feet to the centerline of U.S. #136 as now located and established; thence South 60 degrees 32 minutes 56 seconds East along the said centerline 97.00 feet to the POINT OF BEGINNING OF THIS DESCRIPTION; thence North 03 degrees 53 minutes 26 seconds East and parallel with the West line of the said Northeast Quarter Section and the West line of the said Southeast Quarter Section 653.85 feet to a non-tangent 32.74046 degree curve to the left, the radius point of said curve being North 18 degrees 57 minutes 28 seconds East 175.00 feet from said point; thence Easterly along said curve 17.07 feet to a point, the radius point of said curve being North 13 degrees 22 minutes 13 seconds East 175.00 feet from said point, (said point also being a non-tangent 36.72808 degree curve to the left, the radius point of said curve being North 69 degrees 23 minutes 41 seconds West 156.00 feet from said point); thence Northerly along the said curve 182.75 feet to the POINT OF REVERSE CURVATURE of a 57.29580 degree curve to the right, the radius point of said curve being North 43 degrees 29 minutes 51 seconds East 100.00 feet from said point; thence Northerly along the said curve 126.33 feet to the POINT OF TANGENCY thereof, the radius point of said curve being South 64 degrees 07 minutes 56 seconds East 100.00 feet from said point; thence North 25 degrees 52 minutes 04 seconds East 159.26 feet; thence South 26 degrees 40 minutes 42 seconds East 190.72 feet; thence South 48 degrees 42 minutes 36 seconds East 174.94 feet; thence South 29 degrees 27 minutes 24 seconds West 160.81 feet to a non-tangent 22.91632 degree curve to the right, the radius point of said curve being South 17 degrees 28 minutes 55 seconds West 250.00 feet from said point; thence Easterly along the said curve 13.17 feet to the POINT OF TANGENCY thereof, the radius point of said curve being South 20 degrees 30 minutes 00 seconds West 250.00 feet from said point; thence South 69 degrees 30 minutes 00 seconds East 93.95 feet; thence South 20 degrees 30 minutes 00 seconds West 61.23 feet to the POINT OF CURVATURE of a 95.49300 degree curve to the left, the radius point of said curve being South 69 degrees 30 minutes 00 seconds East 60.00 feet from said point; thence Southerly along the said curve 17.39 feet to the POINT OF TANGENCY thereof, the radius point of said curve being South 66 degrees 05 minutes 34 seconds East 60.00 feet from said point; thence South 03 degrees 55 minutes 26 seconds West and parallel with the said West lines 363.84 feet to the POINT OF CURVATURE.

EXHIBIT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE VALLEY FARMS DEVELOPMENT COMPANY
of a 95.49300 degree curve to the left, the radius point of said curve being South 86 degrees 06 minutes 34 seconds East 60.00 feet from said point; thence Southerly along the said curve 67.47 feet to the POINT OF TANGENCY thereof, the radius point of said curve being North 29 degrees 27 minutes 24 seconds East 60.00 feet from said point; thence Easterly along the said curve 80.39 feet to the POINT OF COMPOUND CURVATURE of a 9.09275 degree curve to the left, the radius point of said curve being North 47 degrees 18 minutes 35 seconds West 1125.05 feet from said point; thence Northerly along the said curve 337.55 feet to the POINT OF TANGENCY thereof, the radius point of said curve being North 64 degrees 30 minutes 00 seconds West 1125.05 feet from said point; thence North 25 degrees 30 minutes 00 seconds East 37.42 feet to a non-tangent 16.37023 degree curve to the left, the radius point of said curve being North 25 degrees 30 minutes 00 seconds East 350.00 feet from said point; thence Easterly along the said curve 24.77 feet to the POINT OF REVERSE CURVATURE of a 25.29098 degree curve to the right, the radius point of said curve being South 21 degrees 26 minutes 44 seconds West 246.00 feet from said point; thence Easterly along the said curve 138.42 feet to the POINT OF REVERSE CURVATURE of a 22.55740 degree curve to the left, the radius point of said curve being North 53 degrees 41 minutes 04 seconds East 254.00 feet from said point; thence Easterly along the said curve 65.75 feet to a point; the radius point of said curve being North 38 degrees 51 minutes 14 seconds East 254.00 feet from said point; thence South 08 degrees 14 minutes 47 seconds West 45.00 feet to the POINT OF CURVATURE of a 26.68021 degree curve to the right, the radius point of said curve being North 81 degrees 45 minutes 13 seconds West 215.00 feet from said point; thence Southerly along the said curve 205.30 feet to the POINT OF TANGENCY thereof, the radius point of said curve being North 27 degrees 02 minutes 36 seconds West 215.00 feet from said point; thence South 62 degrees 57 minutes 24 seconds West 63.47 feet to the POINT OF CURVATURE of a 21.62106 degree curve to the left, the radius point of said curve being South 27 degrees 02 minutes 36 seconds East 225.00 feet from said point; thence Southerly along the said curve 154.94 feet to the POINT OF TANGENCY thereof, the radius point of said curve being South 60 degrees 32 minutes 36 seconds East 267.00 feet from said point; thence South 29 degrees 27 minutes 24 seconds West 175.55 feet to the centerline of said U.S. #136; thence North 60 degrees 32 minutes 36 seconds West along the said centerline 525.36 feet to the POINT OF BEGINNING, containing 9.171 acres, more or less.
Exhibit A
Legal Description of Properties
Phase I

Subject, however, to an Indianapolis Power and Light Company easement off a part of the West side thereof recorded in Book 18C, pages 575-577 dated May 19, 1960.

Subject, further, to the right of way for U.S. #136 off the entire South side thereof.

Subject, further, to all other legal easements and rights of way of record.

76 47135 4/18/75
EXHIBIT "D"

LEGAL DESCRIPTION

ADDITIONAL REAL ESTATE

A part of the Southeast Quarter of Section 22, Township 16 North, Range 2 East and a part of the Northeast Quarter of Section 27, Township 16 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to wit:

Commencing at the Northwest corner of the Northeast Quarter of said Section 27, thence South 03 degrees 53 minutes 26 seconds West along the centerline of U.S. #136 as now located and established; thence South 60 degrees 52 minutes 36 seconds East along the said centerline 97.00 feet; thence North 03 degrees 53 minutes 26 seconds East and parallel with the West line of the said Northeast Quarter Section and the West line of the said Southeast Quarter Section 658.35 feet to a non-tangent 32.74046 degree curve to the left, the radius point of said curve being North 18 degrees 37 minutes 28 seconds East 175.00 feet from said point; thence Easterly along said curve 17.07 feet to a point, the radius point of said curve being North 13 degrees 22 minutes 13 seconds East 175.00 feet from said point, (said point also being a non-tangent 35.72603 degree curve to the left, the radius point of said curve being North 69 degrees 23 minutes 41 seconds West 156.00 feet from said point); thence Northerly along the said curve 182.75 feet to the POINT OF REVERSE CURVATURE of a 57.29580 degree curve to the right, the radius point of said curve being North 43 degrees 29 minutes 01 seconds East 100.00 feet from said point; thence Northerly along the said curve 126.53 feet to the POINT OF TANGENCY thereof, the radius point of said curve being South 64 degrees 07 minutes 56 seconds East 100.00 feet from said point; thence North 25 degrees 52 minutes 04 seconds East 159.26 feet; thence South 26 degrees 40 minutes 42 seconds East 190.72 feet; thence South 48 degrees 42 minutes 36 seconds East 174.34 feet to the POINT OF BEGINNING OF THIS DESCRIPTION; thence South 48 degrees 42 minutes 36 seconds East 9.44 feet; thence South 71 degrees 14 minutes 29 seconds East 55.97 feet; thence South 86 degrees 01 minutes 12 seconds East 59.73 feet; thence South 67 degrees 29 minutes 58 seconds East 67.56 feet; thence South 76 degrees 35 minutes 24 seconds East 48.73 feet; thence South 51 degrees 43 seconds 00 minutes East 300.00 feet; thence South 57 degrees 22 minutes 00 seconds East 260.99 feet; thence South 56 degrees 58 minutes 00 seconds East 948.72 feet; thence South 32 degrees 38 minutes 00 seconds West 217.22 feet to a non-tangent 27.28571 degree curve to the right, the radius point of said curve being South 69 degrees 43 minutes 33 seconds West 210.00 feet from said point; thence Southerly along the said curve 116.46 feet to the POINT OF TANGENCY thereof, the radius point of said curve being North 78 degrees 30 minutes 00 seconds West 210.00 feet from said point, (said point also being the POINT OF CURVATURE of a 41.24621 degree curve to the right, the radius point of said curve being North 78 degrees 50 minutes 00 seconds...
West 138.91 feet from said point; thence Southerly along the said curve 115.07 feet to the POINT OF TANGENCY thereof, the radius point of said curve being North 31 degrees 02 minutes 08 seconds West 138.91 feet from said point; thence South 58 degrees 57 minutes 52 seconds West 74.35 feet to the POINT OF CURVATURE of a 38.19720 degree curve to the left, the radius point of said curve being South 31 degrees 02 minutes 08 seconds East 150.00 feet from said point; thence Southerly along the said curve 107.03 feet to the POINT OF TANGENCY thereof, the radius point of said curve being South 71 degrees 55 minutes 08 seconds East 150.00 feet from said point (said point also being the North right of way line for U.S. #136 per Indiana State Highway Plans for Project Number P-107 (19) Sheet Numbers 4, 5, and 6 dated 1959, the next four (4) described courses being continuous and contiguous with the said North right of way line); thence North 71 degrees 55 minutes 08 seconds West 21.00 feet to the POINT OF CURVATURE of a 1.35541 degree curve to the right, the radius point of said curve being North 18 degrees 04 minutes 52 seconds East 4227.185 feet from said point; thence Westerly along the said curve 349.22 feet to a point, the radius point of said curve being North 22 degrees 48 minutes 52 seconds East 4227.185 feet from said point; thence North 71 degrees 38 minutes 32 seconds West 198.20 feet to a non-tangent 1.34903 degree curve to the right, the radius point of said curve being North 25 degrees 28 minutes 52 seconds East 4247.185 feet from said point; thence Westerly along the said curve 178.01 feet to a point, the radius point of said curve being North 27 degrees 52 minutes 57 seconds East 4247.185 feet from said point; thence North 27 degrees 52 minutes 57 seconds East 302.09 feet to a non-tangent 22.55740 degree curve to the left, the radius point of said curve being South 14 degrees 31 minutes 43 seconds West 254.00 feet from said point; thence Westerly along the said curve 6.73 feet to the POINT OF REVERSE CURVATURE of a 22.55740 degree curve to the right, the radius point of said curve being North 13 degrees 00 minutes 00 seconds East 254.00 feet from said point; thence Westerly along the said curve 180.36 feet to the POINT OF REVERSE CURVATURE of a 23.29096 degree curve to the left, the radius point of said curve being South 53 degrees 41 minutes 04 seconds West 246.00 feet from said point; thence Westerly along the said curve 138.42 feet to the POINT OF REVERSE CURVATURE of a 16.37023 degree curve to the right, the radius point of said curve being North 21 degrees 25 minutes 44 seconds East 350.00 feet from said point; thence Westerly along the said curve 24.77 feet to a point, the radius point of said curve being North 25 degrees 30 minutes 00 seconds East 350.00 feet from said point; thence South 25 degrees 30 minutes 00 seconds West 37.42 feet to the POINT OF CURVATURE of a 5.09273 degree curve to the right, the radius point of said curve being North 64 degrees 30 minutes 00 seconds West 1125.05 feet from said point; thence Southerly
along the said curve 337.55 feet to the POINT OF COMPOUND CURVATURE of a 95.49300 degree curve to the right, the radius point of said curve being North 47 degrees 18 minutes 35 seconds West 60.00 feet from said point; thence Westerly along the said curve 80.39 feet to the POINT OF TANGENCY thereof, the radius point of said curve being North 29 degrees 27 minutes 24 seconds East 60.00 feet from said point; thence North 60 degrees 32 minutes 36 seconds West 112.07 feet to the POINT O' CURVATURE of a 95.49300 degree curve to the right, the radius point of said curve being North 29 degrees 27 minutes 24 seconds East 60.00 feet from said point; thence Northerly along the said curve 67.47 feet to the POINT OF TANGENCY thereof, the radius point of said curve being South 86 degrees 06 minutes 54 seconds East 60.00 feet from said point; thence North 03 degrees 53 minutes 26 seconds East and parallel with the said West lines 363.84 feet to the POINT OF CURVATURE of a 95.49300 degree curve to the right, the radius point of said curve being South 86 degrees 06 minutes 54 seconds East 60.00 feet from said point; thence Northerly along the said curve 17.39 feet to the POINT OF CURVATURE of said curve, the radius point of said curve being South 69 degrees 30 minutes 00 seconds East 60.00 feet from said point; thence North 20 degrees 30 minutes 00 seconds East 61.23 feet; thence North 69 degrees 30 minutes 00 seconds West 93.95 feet to the POINT OF CURVATURE of a 22.91832 degree curve to the left, the radius point of said curve being South 20 degrees 30 minutes 00 seconds West 250.00 feet from said point; thence Westerly along the said curve 13.17 feet to a point, the radius point of said curve being South 17 degrees 28 minutes 55 seconds West 250.00 feet from said point; thence North 29 degrees 27 minutes 24 seconds East 180.81 feet to the POINT OF BEGINNING, containing 20.038 acres, more or less.

Subject, however, to all legal easements and rights of way of record.

4/18/75

76 47135
EXHIBIT "E"

BASEMENT #1

LEGAL DESCRIPTION

INDIANAPOLIS POWER & LIGHT TRANSMISSION LINE EASEMENT

A part of the Southeast Quarter of Section 22, Township 16 North, Range 2 East and a part of the Northeast Quarter of Section 27, Township 16 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to wit:

Commencing at the Northwest corner of the Northeast Quarter of said Section 27, thence South 03 degrees 53 minutes 26 seconds West along the West line of the said Northeast Quarter Section 461.28 feet to the centerline of U.S. #136 as now located and established; thence South 60 degrees 32 minutes 36 seconds East along the said centerline 97.00 feet to the POINT OF BEGINNING OF THIS DESCRIPTION; thence North 03 degrees 53 minutes 26 seconds East and parallel with the West line of the said Northeast Quarter Section and the West line of the said Southeast Quarter Section 658.89 feet to a non-tangent 32.74046 degree curve to the left, the radius point of said curve being North 18 degrees 57 minutes 28 seconds East 175.00 feet from said point; thence Easterly along said curve 17.07 feet to a point, the radius point of said curve being North 13 degrees 22 minutes 13 seconds East 175.00 feet from said point, (said point also being a non-tangent 36.72808 degree curve to the left, the radius point of said curve being North 69 degrees 23 minutes 41 seconds West 156.00 feet from said point); thence Nortlerly along the said curve 182.75 feet to the POINT OF REVERSE CURVATURE of a 57.29580 degree curve to the right, the radius point of said curve being North 43 degrees 29 minutes 01 seconds East 100.00 feet from said point; thence Northlerly along the said curve 126.33 feet to the POINT OF TANGENCY THEROF, the radius point of said curve being South 64 degrees 07 minutes 56 seconds East 100.00 feet from said point; thence North 25 degrees 52 minutes 04 seconds East 159.26 feet; thence South 26 degrees 40 minutes 42 seconds East 190.72 feet; thence South 25 degrees 52 minutes 04 seconds West 18.12 feet; thence South 03 degrees 53 minutes 26 seconds West and parallel with the said West line 943.31 feet to the said centerline of U.S. #136; thence North 60 degrees 32 minutes 36 seconds West along the said centerline 97.00 feet to the POINT OF BEGINNING, containing 2.294 acres, more or less.

4/13/75

EXHIBIT TO DECLARATIONS OF
GOVERNMENTS, CONDITIONS AND RESTRICTIONS
OF EAGLE VALLEY FARMS DEVELOPMENT COMPANY

76 47135
EASEMENT #2

LEGAL DESCRIPTION

HORSE STABLE EASEMENT

A part of the Northeast Quarter of Section 27, Township 16 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to wit:

Commencing at the Northwest corner of the Northeast Quarter of said Section 27, thence South 03 degrees 53 minutes 26 seconds West along the West line of the said Northeast Quarter Section 461.28 feet to the centerline of U.S. #136 as now located and established; thence South 60 degrees 32 minutes 36 seconds East along the said centerline 622.36 feet; thence North 29 degrees 27 minutes 24 seconds East 175.55 feet to the POINT OF CURVATURE of a 21.62106 degree curve to the right, the radius point of said curve being South 60 degrees 32 minutes 36 seconds East 265.00 feet from said point; thence Northerly along the said curve 154.94 feet to the POINT OF TANGENCY thereof, the radius point of said curve being South 27 degrees 02 minutes 36 seconds East 265.00 feet from said point; thence North 62 degrees 57 minutes 24 seconds East 63.47 feet to the POINT OF CURVATURE of a 26.34921 degree curve to the left, the radius point of said curve being North 27 degrees 02 minutes 36 seconds West 215.00 feet from said point; thence Northerly along the said curve 205.30 feet to the POINT OF TANGENCY thereof, the radius point of said curve being North 81 degrees 45 minutes 13 seconds West 215.00 feet from said point; thence North 03 degrees 14 minutes 47 seconds East 45.00 feet to a non-tangent 22.55740 degree curve to the left, the radius point of said curve being North 38 degrees 31 minutes 14 seconds East 254.00 feet from said point; thence Easterly along the said curve 64.45 feet to the POINT OF BEGINNING OF THIS DESCRIPTION, the radius point of said curve being North 24 degrees 18 minutes 53 seconds East 254.00 feet from said point, (said point also being on a 28.22455 degree curve to the right, the radius point of said curve being South 87 degrees 35 minutes 51 seconds East 203.00 feet from said point); thence Northerly along the said curve 168.46 feet to the POINT OF REVERSE CURVATURE of a 31.29721 degree curve to the left, the radius point of said curve being North 40 degrees 03 minutes 05 seconds West 183.07 feet from said point; thence Northerly along the said curve 54.05 feet to the POINT OF TANGENCY thereof, the radius point of said curve being North 56 degrees 58 minutes 00 seconds West 183.07 feet from said point; thence South 56 degrees 58 minutes 00 seconds East 25.00 feet to a non-tangent 27.53679 degree curve to the right, the radius point of said curve being North 56 degrees 58 minutes 00 seconds West 208.07 feet from said point; thence Southerly along the said curve 61.43 feet to the POINT OF REVERSE CURVATURE of a 32.18225 degree curve to the left, the radius point of said curve being South 40 degrees 03 minutes 05 seconds East 178.00 feet from said point; thence Southerly along the said curve 156.35 feet to a point the radius point of said curve being North 39 degrees 37 minutes 15 seconds East 178.00 feet from said point, (said point also being a

EXHIBIT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE VALLEY FARMS DEVELOPMENT COMPANY
EXHIBIT E
EASEMENT #2
Legal Description
Horse Stable Easement

non-tangent 22.55740 degree curve to the right, the radius point of
said curve being North 18 degrees 17 minutes 47 seconds East 254.00
feet from said point); thence Westerly along the said curve 26.68
feet to the POINT OF BEGINNING, containing 0.125 acres, more or less.

76 47135

4/18/75
EXHIBIT "E"

BASEMENT #3

LEGAL DESCRIPTION

STREET RIGHT OF WAY

A strip of ground of variable widths in a part of the Southeast Quarter of Section 22, Township 16 North Range 2 East and a part of the Northeast Quarter of Section 27, Township 16 North, Range 2 East in Marion County, Indiana, the centerline of said strip being more particularly described as follows, to wit:

Commencing at the Northwest corner of the Northeast Quarter of said Section 27, thence South 03 degrees 53 minutes 26 seconds West along the West line of the said Northeast Quarter Section 461.28 feet to the centerline of U.S. No. 136 as now located and established; thence South 60 degrees 32 minutes 36 seconds East along the said centerline 97.00 feet; thence North 03 degrees 53 minutes 26 seconds East and parallel with the West line of the said Northeast Quarter Section and the West line of the said Southeast Quarter Section 658.85 feet to the POINT OF BEGINNING OF THIS DESCRIPTION and a non-tangent 32.74046 degree curve to the left, the radius point of said curve being North 18 degrees 57 minutes 28 seconds East 175.00 feet from said point; thence Easterly along said curve 17.07 feet to a point, the radius point of said curve being North 13 degrees 22 minutes 13 seconds East 175.00 feet from said point, (the preceding described course being a strip of ground twenty-five (25) feet in width lying South of and contiguous with the preceding course); thence Easterly along the said curve 50.00 feet to the POINT OF REVERSE CURVATURE of a 22.91322 degree curve to the right, the radius point of said curve being South 03 degrees 00 minutes 00 seconds East 250.00 feet from said point; thence Easterly along the said curve 102.54 feet to the POINT OF TANGENCY thereof, the radius point of said curve being South 20 degrees 30 minutes 00 seconds West 250.00 feet from said point; thence South 69 degrees 30 minutes 00 seconds East 95.95 feet to Point "A"; thence South 69 degrees 30 minutes 00 seconds East 88.83 feet to the POINT OF CURVATURE of a 16.37023 degree curve to the right, the radius point of said curve being South 20 degrees 30 minutes 00 seconds West 350.00 feet from said point; thence Easterly along the said curve 131.35 feet to the POINT OF TANGENCY thereof, the radius point of said curve being South 42 degrees 00 minutes 00 seconds West 350.00 feet from said point; thence South 48 degrees 00 minutes 00 seconds East 105.00 feet to the POINT OF CURVATURE of a 16.37023 degree curve to the left, the radius point of said curve being North 42 degrees 00 minutes 00 seconds East 350.00 feet from said point; thence Easterly along the said curve 125.56 feet to the POINT OF REVERSE CURVATURE of a 23.29096 degree curve to the right, the radius point of said curve being South 21 degrees 26 minutes 44 seconds West 246.00 feet from said point; thence Easterly along the said curve 158.42 feet to the POINT OF REVERSE CURVATURE of a 22.55740 degree curve to the left, the radius point of said curve being North 53 degrees 41 minutes 04 seconds East 254.00
Easement #3
Legal Description
Street Right of Way

feet from said point; thence Easterly along the said curve 65.75 feet
to a point, the radius point of said curve being North 38 degrees 51
minutes 14 seconds East 254.00 feet from said point (the preceding
nine described courses being a strip of ground fifty feet in width,
twenty-five feet on each side of said centerline); thence Easterly
along the said curve 114.41 feet to the POINT OF REVERSE CURVATURE of
a 22.55740 degree curve to the right, the radius point of said curve
being South 13 degrees 00 minutes 00 seconds West 254.00 feet from
said point; thence Easterly along the said curve 6.78 feet to a point,
the radius point of said curve being South 14 degrees 31 minutes 43
seconds West 254.00 feet from said point (the preceding two described
courses being a strip of ground twenty-five feet in width lying North
of an contiguous with the said two described courses); thence Easterly
along the said curve 86.32 feet to the POINT OF TANGENCY thereof, the
radius point of said curve being South 34 degrees 00 minutes 00
seconds West 254.00 feet from said point; thence South 56 degrees 00
minutes 00 seconds East 135.00 feet to Point "B"; thence South 56
degrees 00 minutes 00 seconds East 263.11 feet to the POINT OF CURVATURE of
a 15.69748 degree curve to the left, the radius point of said curve
being North 34 degrees 00 minutes 00 seconds East 365.00 feet from
said point; thence Easterly along the said curve 38.22 feet to the
POINT OF TANGENCY thereof, the radius point of said curve being North
28 degrees 00 minutes 00 seconds East 365.00 feet from said point;
thence South 62 degrees 00 minutes 00 seconds East 193.08 feet to the
POINT OF CURVATURE of a 27.28371 degree curve to the right, the radius
point of said curve being South 28 degrees 00 minutes 00 seconds West
210.00 feet from said point; thence Easterly along the said curve
152.93 feet to Point "C"; the radius point of said curve being South
69 degrees 45 minutes 25 seconds West 210.00 feet from said point,
(the preceding six described courses being a strip of ground fifty
feet in width, twenty-five feet on each side of said centerline).

ALSO:

Beginning at said Point "A", thence South 20 degrees 30 minutes 00
seconds West 61.23 feet to the POINT OF CURVATURE of a 95.49300 degree
curve to the left, the radius point of said curve being South 69 degrees
30 minutes 00 seconds East 60.00 feet from said point; thence Southerly
along the said curve 17.39 feet to the POINT OF TANGENCY thereof,
the radius point of said curve being South 86 degrees 06 minutes 34
seconds East 60.00 feet from said point; thence South 09 degrees 32
minutes 25 seconds West and parallel with the said West lines 363.84
feet to the POINT OF CURVATURE of a 95.49300 degree curve to the left,
the radius point of said curve being South 86 degrees 06 minutes 34
seconds East 60.00 feet from said point; thence Southerly along the
said curve 57.47 feet to the POINT OF TANGENCY thereof, the radius
point of said curve being North 29 degrees 27 minutes 24 seconds East
60.00 feet from said point; thence South 69 degrees 32 minutes 36
seconds East 112.07 feet to the POINT OF CURVATURE of a 95.49300 degree
curve to the left, the radius point of said curve being North 29
Easement #3
Legal Description
Street Right of Way

degrees 27 minutes 24 seconds East 60.00 feet from said point; thence Easterly along the said curve 80.39 feet to the POINT OF COMPOUND CURVATURE of a 5.09273 curve to the left, the radius point of said curve being North 47 degrees 18 minutes 35 seconds West 1125.05 feet from said point; thence Northerly along the said curve 337.55 feet to the POINT OF TANGENCY thereof, the radius point of said curve being North 64 degrees 30 minutes 00 seconds West 1125.05 feet from said point; thence North 25 degrees 30 minutes 00 seconds East 37.42 feet to THE END POINT OF DESCRIPTION, (the preceding eight described courses being a strip of ground forty feet in width, twenty feet on each side of said centerline).

ALSO:

Beginning at said Point "A" thence South 34 degrees 00 minutes 00 seconds West 38.48 feet to the POINT OF CURVATURE of a 76.39440 degree curve to the left, the radius point being South 56 degrees 00 minutes 00 seconds East 75.00 feet; thence Southerly along the said curve 33.71 feet to the POINT OF TANGENCY thereof, the radius point of said curve being South 81 degrees 45 minutes 13 seconds East 75.00 feet from said point; thence South 08 degrees 14 minutes 47 seconds West 127.92 feet to the POINT OF CURVATURE of a 38.19720 degree curve to the right, the radius point of said curve being North 81 degrees 45 minutes 13 seconds West 150.00 feet from said point; thence Southerly along the said curve 51.41 feet to the POINT OF TANGENCY thereof, the radius point of said curve being North 62 degrees 07 minutes 03 seconds West 150.00 feet from said point; thence South 27 degrees 52 minutes 57 seconds West 57.77 feet to the POINT OF CURVATURE of a 114.59160 degree curve to the left, the radius point of said curve being South 62 degrees 07 minutes 03 seconds East 50.00 feet from said point; thence Southerly along the said curve 86.85 feet to the POINT OF TANGENCY thereof, the radius point of said curve being North 18 degrees 21 minutes 28 seconds East 50.00 feet from said point; thence South 71 degrees 38 minutes 32 seconds East 104.75 feet to the POINT OF CURVATURE of a 11.45916 degree curve to the right, the radius point of said curve being South 18 degrees 21 minutes 28 seconds West 500.00 feet from said point; thence Easterly along the said curve 37.50 feet to the POINT OF REVERSE CURVATURE of a 1.41570 degree curve to the left, the radius point of said curve being North 22 degrees 39 minutes 17 seconds East 4047.185 feet from said point; thence Easterly along the said curve 151.48 feet to the POINT OF COMPOUND CURVATURE of a 114.59160 degree curve to the left, the radius point of said curve being North 20 degrees 30 minutes 37 seconds East 50.00 feet from said point; thence Northerly along the said curve 68.51 feet to the POINT OF TANGENCY thereof, the radius point of said curve being North 58 degrees 00 minutes 00 seconds West 50.00 feet from said point; thence North 32 degrees 00 minutes 00 seconds East 181.84 feet to the POINT OF CURVATURE of a 38.19720 degree curve to the left, the radius point of said curve
being North 58 degrees 00 minutes 00 seconds West 150.00 feet from said point; thence Northerly along the said curve 10.47 feet to the POINT OF TANGENCY thereof, the radius point of said curve being North 62 degrees 00 minutes 00 seconds West 150.00 feet from said point; thence North 22 degrees 00 minutes 00 seconds East 42.38 feet to the END POINT OF THIS DESCRIPTION, (the preceding thirteen described courses being a strip of ground forty feet in width, twenty feet on each side of said centerline).

ALSO:

Beginning at said Point "G"; thence Southerly along the said curve 115.47 feet to the POINT OF COMPOUND CURVATURE of a 41.24571 degree curve to the right, the radius point of said curve being North 78 degrees 50 minutes 00 seconds West 138.91 feet from said point; thence Southerly along the said curve 115.07 feet to the POINT OF TANGENCY thereof, the radius point of said curve being North 31 degrees 02 minutes 08 seconds West 138.91 feet from said point; thence South 58 degrees 57 minutes 52 seconds West 74.35 feet to the POINT OF CURVATURE of a 38.19720 degree curve to the left, the radius point of said curve being South 31 degrees 02 minutes 08 seconds East 150.00 feet from said point; thence Southerly along the said curve 107.03 feet to the POINT OF TANGENCY thereof, the radius point of said curve being South 71 degrees 55 minutes 08 seconds East 150.00 feet from said point, (said point also being the North right of way line for U.S. &136 per Indiana State Highway Plans for Project Number F-107 (19) Sheet Numbers 4,5, and 6 dated 1959, (The next two described Courses being continuous and contiguous with the said North right of way line)); thence North 71 degrees 55 minutes 08 seconds West 21.00 feet to the POINT OF CURVATURE of a 1.35541 degree curve to the right, the radius point of said curve being North 18 degrees 04 minutes 52 seconds East 4227.185 feet from said point; thence Westerly along the said curve 6.01 feet to a point; the radius point of said curve being North 18 degrees 09 minutes 45 seconds East 4227.185 feet from said point, (said point also being a non-tangent 32.37051 degree curve to the right, the radius point of said curve being South 71 degrees 55 minutes 03 seconds East 177.00 feet from said point; thence Northerly along the said curve 125.29 feet to a POINT OF TANGENCY, the radius point of said curve being South 31 degrees 02 minutes 08 seconds East 177.00 feet from said point; thence North 58 degrees 57 minutes 52 seconds East 66.90 feet to the POINT OF CURVATURE of a 143.23950 degree curve to the left, the radius point of said curve being North 31 degrees 02 minutes 08 seconds West 40.00 feet from said point; thence Northerly along the said curve 54.92 feet to the POINT OF REVERSE CURVATURE of a 79.57750 degree curve to the right, the radius point of said curve being North 70 degrees 17 minutes 34 seconds East 72.00 feet from said point; thence Northerly along the said curve 90.46 feet to the POINT OF REVERSE CURVATURE of a 143.23950 degree curve to the left, the radius
Easement #3
Legal Description
Street Right of Way

point of said curve being North 37 degrees 43 minutes 07 seconds West 40.00 feet from said point; thence Northerly along the said curve 49.52 feet to the POINT OF COMPOUND CURVATURE of a 30.97070 degree curve to the left; the radius point of said curve being South 71 degrees 12 minutes 01 seconds West 185.00 feet from said point; thence Northerly along said curve 4.77 feet to a point, the radius point of said curve being South 69 degrees 43 minutes 25 seconds West 185.00 feet from said point; thence North 69 degrees 43 minutes 25 seconds East 25.00 to the POINT OF BEGINNING.

The above described tracts contain a total of 4.71 acres, more or less.

76 47135

4/18/75
Cross-References: 76-47135; 77-5218; 81-33456; 83-16380; 2001-0022149

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE VALLEY FARMS

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Eagle Valley Farms was executed as of the 17th day of February, 2003.

WITNESSETH:

WHEREAS, the Eagle Valley Farms subdivision located in Marion County, Indiana was established by a certain "Declaration of Covenants, Conditions and Restrictions of Eagle Valley Farms Development Company" which was recorded on August 9, 1976, as Instrument No. 76-47135 in the Office of the Recorder of Marion County; and

WHEREAS, Plats filed with the Office of the Recorder of Marion County, Indiana for Eagle Valley Farms established a total of one hundred seventy (170) residential Lots and Common Area comprising the Eagle Valley Farms subdivision in accordance with the Declaration; and

WHEREAS, said Declaration was amended and/or supplemented numerous times (including, but not limited to, Instruments No. 77-5218, 81-33456, 83-16380, and 2001-0022149), with all amendments and supplements, together with the Declaration, being referred to hereafter collectively as the "Original Declaration"; and

WHEREAS, Article VII, Section 4 of the Original Declaration (as amended) states that its covenants, conditions and restrictions may be amended by written approval of at least fifty-one percent (51%) of the Owners of Lots in Eagle Valley Farms; and

WHEREAS, a Special Meeting of the Owners and the Eagle Valley Farms Homeowners Association, Inc. ("Association") was held on December 10, 2002, and reconvened on January 20, 2003; and

WHEREAS, the purpose of said Special Meeting as stated in the notice for the meeting was to allow the Association's members to discuss and approve the following Amended & Restated Declaration; and

WAYNE TOWNSHIP ASSESSOR

PLAT APPROVED

Date: 2/24/03

By: CHARLES R. SPEARS

ASSSESSOR
WHEREAS, at said Special Meeting, the Owners of ninety-five (95) of the one hundred seventy (170) Lots, in person or by proxy, voted in writing to approve this Amended and Restated Declaration pursuant to the terms below, said Owners constituting more than fifty-one percent (51%) of the Owners of Lots in Eagle Valley Farms; and

WHEREAS, the Owners of said Lots desire to amend certain provisions of the Original Declaration and to restate the same for the convenience of the Owners such that this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Eagle Valley Farms in no way nullifies or changes the Original Declaration or the effective date of the Original Declaration. However, upon the date of recording of this Amended & Restated Declaration with the Marion County Recorder's Office, the Original Declaration shall no longer be in effect and shall be replaced by the following.

NOW, THEREFORE, the Owners of a majority of the Lots in Eagle Valley Farms hereby amend and restate the Original Declaration such that all of the platted Lots and lands located within Eagle Valley Farms as they have been platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following restrictions, all of which were and are declared and agreed to be in furtherance of a plan for the improvement and sale of said Lots and lands in Eagle Valley Farms. Such restrictions below were 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 the Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of all successors in title to any real estate in the development. Now, therefore, the Original Declaration which is applicable to all Owners and residents within Eagle Valley Farms is hereby amended and restated as follows:

**ARTICLE I**

**DEFINITIONS**

Section 1.1. "Association" shall mean and refer to Eagle Valley Farms Homeowners Association, Inc., an Indiana nonprofit corporation, its successors and assigns.

Section 1.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3. "Properties" and "Eagle Valley Farms" shall mean and refer to the certain real estate described on Exhibit "A" which was attached to the Original Declaration (subject to easement, described on Exhibit "E" to the Original Declaration), except streets, and such
additions thereto as were brought within the jurisdiction of the Association by the Developer. Thus, “Properties” encompasses all of the Lots and Common Areas within Eagle Valley Farms.

Section 1.4. “Lot” shall mean and refer to any plat of land shown upon any recorded subdivision map or plat of Eagle Valley Farms with the exception of the Common Areas. Each Lot shall contain a single family residential dwelling of not less than:

- one thousand (1,000) square feet of ground floor area if the Dwelling is one (1) floor or story; and

- four hundred fifty (450) square feet of ground floor area if the Dwelling is more than one (1) floor or story.

Such minimum square footages shall exclude garages, open stoops and Patio Areas. Additionally, each Lot shall include one or more Patio Areas of a total of not less than four hundred (400) square feet contiguous and appurtenant to said Lot area.

The exact dimensions of each Lot are shown on the Final Plat. Generally, each Lot shall contain an area which exceeds the exterior face of each non-party foundation wall by one inch (1”); and shall include the Lot’s side of one-half (½) of any party wall dividing a Dwelling from any other Dwelling. The Lot’s dimensions shall also include the Patio Area, and such other areas as shown on the Final Plat.

Section 1.5. “Dwelling” shall mean and refer to a single family residence erected on a Lot within Eagle Valley Farms.

Section 1.6. “Common Area” shall mean all the real estate (including improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 1.7. “Developer” was the original developer of Eagle Valley Farms, which is identified as the “Declarant” in the Original Declaration.

Section 1.8. “Original Declaration” means the “Declaration of Covenants, Conditions & Restrictions of Eagle Valley Farms Development Company” which the Developer of Eagle Valley Farms filed with the Office of the Recorder of Marion County, Indiana, on August 9, 1976, as Instrument No. 76-47135. The Original Declaration, together with a plat, established the initial forty-three (43) Lots (plus Common Areas) and established the mechanism by which the Developer would later add more Lots and Common Areas, subject to the Original Declaration. Eventually, a total of one hundred seventy (170) Lots, and Common Areas, were established to comprise the Eagle Valley Farms subdivision.

ARTICLE II

PROPERTY RIGHTS

Section 2.1. Owner’s Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed one hundred twenty (120) days for any infraction of this Declaration, the By-Laws, or the Association’s rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any Owner, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument, signed by two-thirds (2/3) of the Members agreeing to such dedication or transfer, has been recorded;

(d) The right of the Association’s Board of Directors to adopt, amend and repeal such rules and regulations regarding the Common Area as it deems necessary.

Section 2.2. Permissive Use. Any Owner may permit his or her family members, guests, tenants or contract purchasers who reside on the Lot to use his or her right of use and enjoyment of the Common Areas subject to the terms of this Declaration and any rules and regulations promulgated by the Board of Directors.

Section 2.3. Property Subject to Declaration. The Eagle Valley Farms Properties which are, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Amended & Restated Declaration are located in Marion County, State of Indiana, and are more particularly described on Exhibit “A” attached to the Original Declaration, and such additions thereto as were brought within the jurisdiction of the Association by the Developer.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS
Section 3.1. Membership. Each Owner of a Lot shall automatically become a member of the Association and shall remain a member of the Association so long as he or she owns a Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 3.2. Voting Rights. The Association has one (1) class of membership, of which all Owners are a part. Each member shall be entitled to one (1) vote for each Lot of which such member is the Owner with respect to each matter submitted to a vote of the members upon which the members are entitled to vote. When more than one (1) person constitutes the Owner of a particular Lot, all such persons shall be members of the Association, but all of such persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. In the event agreement is not reached, the vote attributable to such Lot shall not be cast.

Section 3.3. Assessments. The Members of the Association shall be liable for the payment of the Annual and Special Assessments based upon Exhibit “G” attached hereto and incorporated herein by reference.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1. Assessments Generally. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) Annual Assessments or charges, and (2) Special Assessments for capital improvements and operating deficits and for special maintenance and repairs, such assessments to be established and collected as hereinafter provided. A portion of the Annual Assessment shall be set aside or otherwise allocated in a reserve fund for repair and replacement of any capital improvements which the Association is required to maintain or replace on a periodic basis.

Section 4.2. Purpose of Assessments. The assessments levied by the Association on a Lot shall be used exclusively to promote the recreation, health, safety and welfare of the residents in Eagle Valley Farms and for the improvement and maintenance of the Common Area, and of the exterior portions of the Dwellings for which the Association is responsible to maintain and repair pursuant to this Declaration.

Section 4.3. Date of Commencement of Annual Assessments: Due Dates. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board.

Section 4.4. Rates of Assessment. Annual Assessments for the Owners and the Lots shall be fixed at a uniform rate for all Lots with Dwellings which are of a similar size. The rates
of the Annual Assessments shall be in the manner described in Exhibit "G" attached hereto. Such Annual Assessments shall be collected on a monthly basis in twelve (12) equal, monthly installments. Special Assessments described below in Section 4.6 shall be levied at a uniform rate for all Lots and Dwellings, regardless of size, such that Exhibit "G" shall not apply to Special Assessments.

Section 4.5. Maximum Base Fee.

(a) There shall be a Base Fee for each Dwelling as initially described in Exhibit "G" hereto. The Base Fee is the major component of the Annual Assessment paid by each Owner. There are two (2) Base Fees, depending upon whether a Dwelling is freestanding or attached to another Dwelling. Without a vote of the membership as provided below, the Base Fee may be increased by the Board of Directors each calendar year by no more than the greater of:

(1) five percent (5%) above the Base Fee for the previous year; or

(2) the same percentage increase, if any, in the Consumer Price Index between the index figure for the month of September of the prior year and the index figure for the month of September which immediately precedes the Association's annual meeting. As used herein, "Consumer Price Index" means the Consumer Price Index for All Urban Consumers, U.S. City Average of All Items (CPI-U, reference base of 1982-1984=100) published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the publication of the Consumer Price Index is discontinued, the Association's Board of Directors may substitute comparable statistics on the purchasing power of the consumer dollar published by a responsible financial periodical.

(b) The Base Fee may be increased above the maximum described in Section 5(a) above only by a vote of two-thirds (2/3) of the Owners present in person or by proxy at a meeting duly called for such purpose at which a quorum is represented. For the year 2000 only, the monthly Base Fee shall be deemed to be $125.00 for a freestanding Dwelling and $115.00 for an attached Dwelling.

(c) There shall be Additional Charges or Debits as initially described in Exhibit "G" hereto. Any particular Additional Charge may be increased above the maximum described in Exhibit "G" only by a vote of two-thirds (2/3) of the Owners to which such Additional Charge is applicable, present in person or by proxy at a meeting duly called for such purpose at which a quorum of such applicable Owners are represented.

Section 4.6. Special Assessments. In addition to the Annual Assessments authorized above, the Board of Directors may make Special Assessments against each Lot, for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss)
which the Association may incur, but only with the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4.7. Notice and Quorum for any Action Authorized Under Section 4.5 and 4.6. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.5 or 4.6 shall be sent to all Members at least ten (10) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty-one percent (51%) of all the votes of the Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement; and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting.

Section 4.8. Failure of Owner to Pay Assessments.

No Owner may exempt himself or herself from paying Annual Assessments and Special Assessments due to such Owner's nonuse of the Common Areas or abandonment of the Dwelling or Lot belonging to such Owner. Upon the failure of an Owner to make payments of any Annual or Special Assessments by the due date, the Board, in its discretion, may:

(1) impose a late charge, which will be considered an addition to the assessment, in an amount to be determined by the Board of up to twenty-five percent (25%) of the amount of the unpaid assessment;

(2) accelerate the entire balance of the unpaid assessments for the remainder of the fiscal year and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary;

(3) suspend such Owner's right to use the recreational facilities within Eagle Valley Farms as provided in the Act; and

(4) suspend such Owner's right to vote as provided in the Act.

In addition, if any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the lien for such assessment may be foreclosed by the Board of Directors for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Dwelling shall be jointly and severally liable for the payment to the Association on the first day of each month of reasonable rental for such Dwelling, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Dwelling or Lot, and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board of Directors, at its option, may in the alternative bring suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of
Directors, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot costs and expenses of such action incurred (including but not limited to collection costs, if any, incurred by the Association to the Managing Agent for processing delinquent Owners’ accounts, and attorneys' fees) and interest from the date such assessments were due until paid.

**Section 4.9. Subordination of the Lien to Mortgages** Notwithstanding anything contained in this Article IV or elsewhere in this Declaration, any sale or transfer of a Dwelling or Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Dwelling, or the purchaser thereof, at such foreclosure sale, or the grantee in the event of conveyance in lieu thereof, from liability for any assessments thereafter becoming due or from the lien therefor.

**Section 4.10. Creation of Lien and Personal Obligation.** All Annual and Special Assessments, together with interest, late charges, collection costs (if any) incurred by the Association to the Managing Agent for processing delinquent Owners’ accounts, other costs of collection and attorneys’ fees, shall be a continuing lien upon the Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with interest, late charges, costs of collection and attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time such assessment became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successors in title unless expressly assumed by them.

The Association, upon request of a current Owner, a proposed Mortgagee or a proposed purchaser having a contractual right to purchase a Lot, shall furnish to such requesting party a statement or certificate setting forth the amount of any unpaid Annual or Special Assessments or other charges against the Lot. Such statement shall be binding upon the Association as of the date of such statement or certificate. The Association shall have the right to impose a reasonable charge, not to exceed $50, for issuing such statement or certificate.

**ARTICLE V**

**EXTERIOR MAINTENANCE**

In addition to maintenance upon the Common Area, the Association shall provide certain types of exterior maintenance upon each Dwelling and Lot. Exhibit “H”, which is attached
hereto and incorporated herein, is entitled “Eagle Valley Farms Homeowners Responsibility Guidelines” and sets forth such maintenance obligations. If an item is not listed on Exhibit “H”, the determination of whether the Association or the Owner is responsible shall be at the sole discretion of the Board of Directors. In the event the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent act of its Owner, or through the willful or negligent act of the family, guests or invitees of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

**ARTICLE VI**

**PARTY WALLS**

Section 6.1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Dwelling and placed on the dividing line between the Lots shall constitute a party wall. To the extent not inconsistent with the provisions of this Article, the general rules of law of the State of Indiana regarding party walls and liability for property damage due to negligence of willful acts or omissions shall apply thereto.

Section 6.2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 6.3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, the Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 6.4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6.5. Right to Contribute Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner’s successors in title.

Section 6.6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

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ARTICLE VII

GENERAL PROVISIONS

Section 7.1. Enforcement. These covenants, conditions and restrictions, together with the Association's rules and regulations, may be enforced by the Association or any Owner. Enforcement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, or rule or regulation, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or any Owner to enforce any covenant, condition or restriction herein contained, or any rule or regulation, shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach, or any attempted violation or breach, of any of the within covenants, conditions or restrictions or any rule or regulation cannot be adequately remedied by action at law or by recovery of damages. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys fees reasonably incurred by any party successfully enforcing such covenants, conditions and restrictions.

Section 7.2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 7.3. Duration. Except where permanent easements or other permanent rights or interest are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date or recordation of this Amended and Restated Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each.

Section 7.4. Amendment. This Declaration, including the Exhibits, may be amended at any time upon the approval of the Owners of at least fifty-one percent (51%) of the one hundred seventy (170) Dwellings. An amendment shall be effective only upon the recording of the same with the Marion County Recorder, and shall be signed by the President or Vice-President and Secretary of the Association. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least ten percent (10%) of the total number of Dwellings. A description of any proposed amendment shall accompany the notice of any regular or special meeting of the Association at which such proposed amendment is to be voted upon.

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ARTICLE VIII

MORTGAGEE'S RIGHTS

Section 8.1. Notice of Rights of Mortgagee of a Lot. Upon written request by a mortgagee to the Association, the Mortgagee of a Lot shall be entitled to receive written notification of any default, not cured within sixty (60) days after its occurrence, by the Owner of the Lot of any obligation of the Owner under the Declaration, the By-Laws or the Articles of Incorporation. The request for notification can be made by any mortgagee of a Lot, its successor or assign.

Section 8.2. Rights of First Refusal. No first mortgagee, its successor or assign, or a Lot who comes into possession of that Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, a deed or assignment in lieu of foreclosure shall be subject to any rights of first refusal which the Owner may have given to the Association or other Owners of the Lots.

Section 8.3. Rights of Mortgagee. Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned) or the Members have given their prior written approval, the Association shall not:

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

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot or Owner.

(c) by act or omission change, waive or abandon, any scheme of regulation, or enforcement thereof, pertaining to the architectural design or exterior appearance of the Lots, the exterior maintenance of the Lots, the maintenance of party walls or common fences, driveways or the upkeep of items and plantings in Eagle Valley Farms.

(d) fail to maintain fire and extended coverage insurance on insurable common property on current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).

(e) use hazard insurance proceeds for losses to any common property for other than the repair, replacement or reconstruction of such improvements.
Section 8.4. Right to Examining Books and Records. Mortgagees, their successors or assigns, shall have the right to examine the books and records of the Association.

Section 8.5. Condemnation. No Owner or any other person shall have priority of any rights of mortgagees of the Lots of insurance proceeds or condemnation awards for losses to or taking of the Common Areas.

ARTICLE IX

ARCHITECTURAL CONTROL AND USE RESTRICTIONS

Section 9.1. Architectural Control Committee a/k/a Covenants Committee. Except for original construction or as otherwise in these covenants provided, no building, fence, sidewalk, drive, walk or other structure or improvement of any kind shall be erected, placed, altered, or maintained upon any part of Eagle Valley Farms, nor shall any exterior addition to or change (including any change in color) or alteration, therein be made until the proposed building plans specifications, exterior color and finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), general contractor and all subcontractors, and construction schedule shall have been submitted to and approved in writing by the Board of Directors of the Association, or by any Architectural Control Committee (also know as the Covenants Committee) composed of not less than three (3) members appointed by said Board of Directors. Refusal of approval of plans, location or specification by said Board of Directors or Architectural Control Committee may be based upon any ground, including without limitation:

- lack of harmony of external design, color, location or relation to surrounding structures and topography, and
- purely aesthetic considerations,

which, in the sole and absolute discretion of said Board of Directors or Architectural Control Committee shall seem sufficient. Other factors to be considered are whether the proposed change would:

- enhance the site and building,
- screen undesirable areas or view, or
- establish acceptable relationships between buildings, parking areas and adjacent properties.

No alterations may be made in such plans after approval by the Board of Directors or Architectural Control Committee is given except by and with their prior written consent. One copy of all plans, specifications and related data shall be furnished the Board of Directors or Architectural Control Committee for its records. If the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with. The Board of Directors or
Architectural Control Committee shall have the power to adopt further rules and regulations with respect to this Section 9.1.

Section 9.2. Fences. Except for original construction, no fence, hedges, or wall shall be constructed upon any part of Eagle Valley Farms without the prior written approval of the Architectural Control Committee.

Section 9.3. Prohibited Uses and Nuisances.

(a) All Lots in Eagle Valley Farms shall be used solely for residential purposes and the occupancy of a single family, all as permitted under local zoning ordinances. "Single Family" is defined as a single housekeeping unit, operating on a nonprofit, non-commercial basis between its occupants with a common kitchen and dining area. No business activities may be conducted on any part thereof in violation of any home occupation provisions of the applicable zoning ordinance.

(b) No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines, or by loud persons, and objectionable odors.

(c) Nothing shall be done or kept in any Dwelling or on any Lot or in the Common Areas which will cause an increase in the rate of insurance on any building or the contents thereof. No Owner shall permit anything to be done or kept in his or her Dwelling, on his or her Lot, or in the Common Areas which will result in a cancellation of insurance on any building or contents thereof, or which would be in violation of any law or ordinance.

(d) No animals of any kind shall be raised, bred or kept in any part of Eagle Valley Farms, except that dogs, cats or customary household pets in reasonable numbers may be kept in a Dwelling or on a Lot subject to rules and regulations adopted by the Board of Directors; provided that such pet is not kept, bred or, maintained for any commercial purpose, and does not create a nuisance. An Owner shall be fully liable for any injury or damage to persons or property, including the Common Areas, caused by his or her pet. The Owner shall be responsible for the cleaning of any Common Area made dirty by his or her pet's excrement, and shall be fully liable for the expenses of any cleaning not performed by the Owner. No animal may be leashed or tied to any stationary object (such as a stake) on the Common Areas while unattended. No pet is permitted in or on any improved Common Areas such as the pool areas, tennis courts, or other recreational facilities. No Owner or resident shall permit a pet to molest, attack or otherwise interfere with the freedom of movement of any other resident in Eagle Valley Farms, to chase vehicles, to attack other residents' pets, or to create a disturbance in any way. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from Eagle Valley Farms upon ten (10) days'
written notice from the Board to the respective Owner. The appropriate governmental authorities shall have an easement across the Eagle Valley Farms real estate to enforce local animal control laws and ordinances.

(e) No burning of any trash and no accumulation of garbage, debris, or trash of any kind shall be permitted on any Lot or any part of the Common Areas.

(f) No boats or other watercraft, campers, recreational vehicles, trailers of any kind, buses, mobile homes, commercial or business trucks or vans, motorcycles, mini-bikes, or any other vehicles of any description (other than normal passenger vehicles consisting of (i) trucks with a maximum load capacity of three-quarters (3/4) of a ton or less, (ii) vans or (iii) automobiles), shall be permitted, parked or stored anywhere within Eagle Valley Farms; provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage and the driving or using of such vehicles solely for the purpose of ingress and egress to and from Eagle Valley Farms provided the shortest route to and from a public road outside the community is used. No Owners or other residents shall repair or restore any vehicle of any kind within Eagle Valley Farms, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. "Commercial" vehicles are vehicles, regardless of size, on which commercial lettering or equipment is visible or which are larger than normally used for noncommercial purposes. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept on the Eagle Valley Farms property. To allow Owners and residents ingress and egress, vehicles cannot be parked so as to obstruct the sidewalks and driveways. No vehicle may be stored in any location other than a space intended or designated for parking. Thus, no vehicles are allowed to be parked or placed on any lawn areas. Any vehicle in violation of the above shall be subject to being towed at the expense and risk of the owner thereof.

(g) No signs, initial, numbers, or any other additions or alterations to parking spaces may be painted, displayed or erected by an Owner or resident. This does not apply to a uniform numbering or lettering system that may be applied to all parking areas at the direction of the Board.

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

(i) In order to facilitate the free movement of passing vehicles, no automobile belonging to Owners or residents shall be parked on the paved portion of any joint driveway or streets, public or private, except during bona fide temporary emergencies.

(j) No sound hardwood trees measuring in excess of three (3) inches in diameter two (2) feet above the ground shall be removed from any portion of Eagle Valley Farms without written approval of the Association acting through its Board of Directors or duly appointed committee.
(k) Except as may be approved in writing by the Board of Directors or their designated committee, no structure of a temporary character, trailer, tent, mini-barn, storage building, or other outbuilding shall be placed or erected on any portion of Eagle Valley Farms at any time.

(l) No signs of any character shall be erected, posted or displayed upon, in or about any Lot or the Common Areas, unless specifically permitted by a rule or regulation adopted by the Board of Directors or approved in writing by the Board or the Architectural Control Committee. Generally, only those signs that relate to the safety and security of residents and the Association will be permitted. Examples include traffic signs erected by the Association or required by the locality, "Safe House for Children" or similar signs, or signs indicating the sleeping quarters of elderly, children or handicapped residents for the benefit of fire or emergency personnel. Any sign erected, posted or displayed which is in violation of the above or the rules and regulations shall be removed by the Owner or his or her agent. Any violation remaining after notification and grace period of 10 days shall be removed by the Association and the Common Areas shall be restored, with all costs incurred by the Association constituting a Special Assessment against the applicable Owner and Lot. Signs shall be held at the clubhouse for a reasonable time and if not picked up, will then be disposed of.

(m) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any portion of Eagle Valley Farms which may damage or interfere with any easement for the installation or maintenance of utilities or which may change, obstruct or retard direction or flow of any drainage channels.

(n) Garage doors shall be maintained in a closed position whenever possible.

(o) The placement, installation, use and maintenance of antennas, including satellite dishes, shall be subject to rules and regulations promulgated by the Board of Directors.

(p) There shall be no violation of any rules or regulations for the Common Area and Lots which may from time to time be adopted by the Board of Directors and the Board of Directors is hereby authorized to adopt such rules.

(q) In addition to the foregoing restrictions, all restrictions set forth in the Plats as to the use of the Eagle Valley Farms community are incorporated by reference herein as restrictions of this Declaration.

(r) No awnings shall be permitted, unless approved by the Architectural Control Committee.

Section 9.4. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of all the Owners of the Lots and after reasonable notice to the Owner, enter upon any Lot or the exterior of any Dwelling at reasonable hours on any day except Sunday for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions contained in this
Article, or of any rules or regulations, or for the purpose of abating anything herein defined as a prohibited use or nuisance. However, that no such action shall be taken without a resolution of the Board of Directors or by the Architectural Control Committee.

Section 9.5. Perpetual Easement for Encroachments. If any portion of the Common Area shall encroach upon any Lot, or if any Lot or any improvement, building, overhang, fixture or other structure or improvements of whatever type shall for any reason encroach upon any other Lot or upon any portion of the Common Area as a result of the construction of the building or improvements, or as a result of settling or shifting of the building or improvements, a valid, perpetual easement for the encroachment and for its maintenance is retained by, and for the benefit of, the Association and any Owner whose Lot is affected thereby and shall exist perpetually. In the event the building or the improvement shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment shall be permitted, and a valid easement for such encroachments is hereby reserved by, and for the benefit of, the Association and any Owner whose Lot is affected thereby and shall exist perpetually.

ARTICLE X

INSURANCE

Section 10.1. Casualty Insurance. The Association shall be required to obtain and maintain, to the extent obtainable, a master casualty insurance policy affording fire and extended coverage insurance insuring all of the improvements consisting of the Dwellings and Common Areas, covering the interests of the Association, the Board of Directors, the Managing Agent, and all Owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of all insurable Dwellings and Common Areas; and such other insurance as the Association may determine. If the Board of Directors can obtain such coverage for reasonable amounts, they shall also obtain “all risk” coverage.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Owners or of the invalidity arising from any acts of the insureds or any Owners, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days’ prior written notice to all of the insured, including all mortgagees of Dwellings at least ten (10) days prior to expiration of then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Association shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Dwellings and Common Areas.

Section 10.2. Public Liability Insurance. The Association shall also obtain and maintain, to the extent obtainable, a master comprehensive public liability insurance policy in such limits as the Board of Directors may determine appropriate, covering the Association, each member of the Board of Directors, the Association’s officers, the Managing Agent, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to Eagle Valley.
Farms, and each Owner and all other persons entitled to occupy a Dwelling. Such public liability coverage shall also cover cross liability claims of one insured against another.

Section 10.3. Other Insurance. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to, workers compensation and occupational disease insurance, and such other insurance as the Board of Directors shall deem necessary, advisable or appropriate, including but not limited to, directors and officers liability policies. Each Owner shall be deemed to have delegated to the Board of Directors his or her right to adjust with the insurance companies all losses under the policies purchased by the Association, the proceeds of which are payable to the Board or the Association.

The premiums for all insurance described above in Sections 10.1, 10.2 and 10.3 shall be paid by the Association as part of the Common Expenses.

Section 10.4. Insurance by Owners. Each Owner shall be solely responsible for loss or damage to the contents of his or her Dwelling however caused and his or her personal property stored elsewhere in Eagle Valley Farms. The Association shall have no liability to the Owner for loss or damage to the contents of any Dwelling or any personal property stored elsewhere in Eagle Valley Farms. Owners shall not be prohibited from carrying other insurance for their own benefit provided that such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Owner.

All insurance claims covered by the Association’s master insurance policy carry a deductible. The Board of Directors shall be empowered, in its discretion, to adopt, amend and repeal rules and regulations from time to time concerning the allocation of such deductibles between the Association and the affected Owners. For example, if the Association’s master casualty insurance policy has a $5,000 deductible per incident or claim, the Board of Directors shall have the power to adopt a rule which allocates such deductible between the Association and the Owners who have sustained damage to their Dwellings. Any portion of such a deductible which has been assessed to a particular Owner’s account will be subject to the same collection procedures as provided in this Declaration for Assessments. Each Owner is responsible for verifying with his or her own insurance agent that this expense is covered under his or her own unit owner insurance policy (typically referred to as an HO6 policy).

Section 10.5. Restoration or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of a Dwelling or of the Common Areas as a result of fire or other casualty, the Association shall arrange for the prompt repair and restoration of the Dwelling or Common Areas (including any damaged Dwelling, and any kitchen or bathroom fixtures initially installed therein by the Developer, any heating, air-conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or cove rings or other furniture, furnishings, fixtures or equipment installed by Owners in the Dwelling), and the Association shall disburse the proceeds of all insurance policies to the contractors.
engaged in such repair and restoration in appropriate progress payments. However, the Association shall not be required to repair and restore the Dwelling(s) if:

(a) the mortgagee or mortgagees of the Dwelling(s) do not promptly consent to repair or restoration of such Dwelling(s), or

(b) 75% or more of the attached Dwellings in a Cluster are destroyed or substantially damaged and 75% or more of the Owners of attached Dwellings in a Cluster do not duly and promptly resolve to proceed with repair or restoration.

Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a special assessment and the Association may assess all the Owners of the Dwellings repaired or restored for such deficit as a special assessment to such Owner.

If sub-sections (a) or (b) above are applicable, or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 10.5, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds shall be divided by the Association among all the Owners of the destroyed or substantially damaged Dwellings in proportion to their respective amount of the square feet of each Owner's Dwelling to the total number of square feet of the Dwellings destroyed or substantially damaged after first paying out of the share of each Owner the amount of the unpaid liens on his or her Dwelling, in the order of the priority of such liens.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, we, the undersigned, do hereby execute this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Eagle Valley Farms and certify the truth of the facts herein stated, this 17th day of February, 2003.

Eagle Valley Farms Homeowners Association, Inc., by:

Ann K. Howard
Ann K. Howard, President

Attest:

S. Yvonne Rivers, Secretary

STATE OF INDIANA  )
 ) SS:
COUNTY OF Marion  )

Before me, a notary public, in and for said County and State, personally appeared Ann K. Howard and S. Yvonne Rivers, the President and Secretary, respectively, of Eagle Valley Farms Homeowners Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the Certifications and representations made therein are true. Witness my hand and notarial seal this 17th day of February, 2003.

Cynthia A. Brown
Notary Public - Signature

Printed

My Commission Expires: 10-15-06

Residence County: Marion

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., Eads Murray & Pugh, P.C., Attorneys at Law, 7321 Shadeland Station, Suite 250, Indianapolis, IN 46256.
(317) 842-8550.
EXHIBIT “G” TO DECLARATION-METHOD OF CALCULATING
ANNUAL ASSESSMENTS FOR
EAGLE VALLEY FARMS

INITIAL BASE FEE (Paid Monthly):
Detached, freestanding Dwelling ("Stand Alone") $125.00
Attached Unit (a/k/a "Cluster Home") $115.00

ADDITIONAL CHARGES OR DEBITS (Paid Monthly):
A. All Two-Story Units + $10.00
B. Units under 1,100 square feet* - $5.00
   Units of 1,100 to 1,999 square feet* $.00
   Units of 2,000 to 2,999 square feet* + $15.00
   Units of 3,000 square feet or more* + $20.00
C. Dwelling with a Single, 1-car Garage Door + $5.00
   Dwelling with a Double, 2-car Garage Door + $8.00
   Dwelling with Two Single Garage Doors + $10.00
D. Additional Exterior Items:**
   Wood Fence, any size or style + $5.00
   Wood Deck + $10.00
   Wood, Screened Sun Room Patio Enclosures + $15.00
   Other items to be set by Board

The total of the Base Fee and the other amounts listed above shall be the Annual Assessment for
each particular Dwelling and Lot, which shall be paid in twelve (12) equal, monthly installments.

* The square footage for each Dwelling is set forth on pages G-2 through G-4 attached hereto
based on the current records of the Wayne Township Assessor’s Office. The Assessor’s square
footage calculation for the Dwellings shall be binding upon each Owner.

** If any patio enclosures or other additional exterior items are “maintenance free” and/or
warranted to last the life of the home, there shall be no additional charge, but only to the extent
the warranty remains valid and can be claimed, and the Association does not incur any expenses
for maintenance, repair, or replacement. The maximum monthly charge for Additional Exterior
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EXHIBIT “H” TO DECLARATION
EAGLE VALLEY FARMS HOMEOWNERS
RESPONSIBILITY GUIDELINES

Exterior modifications must have covenants approval before starting work and may result in higher maintenance fees.

### Exterior

1. **Wooden Surfaces**
   - Siding, balconies, decks, fences, handrails
   - steps, patios

<table>
<thead>
<tr>
<th>Maintenance</th>
<th>Painting</th>
<th>Water-proofing of surfaces</th>
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   Note: Painting only when scheduled by the Board of Directors and By-Laws.

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<th>Greenhouse</th>
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2. **Fireplace Exterior**
   - Chimney-repairs, painting where applicable
   - Cap
   - Siding
   - Exposed flue
   - Flashing
   - Chimney cleaning
   - Bird screens
   - Animal removal

<table>
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<tr>
<th>Cap</th>
<th>Siding</th>
<th>Exposed flue</th>
<th>Flashing</th>
<th>Chimney cleaning</th>
<th>Bird screens</th>
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3. **Doors**
   - Painting of exterior surface
   - Painting of exterior door frame
   - Caulking
   - Sliding doors
   - Atrium doors
   - Glass
   - Screen doors
   - Locks
   - Hinges & Hardware
   - Doors in enclosed porches
   - Storm doors

<table>
<thead>
<tr>
<th>Painting of exterior surface</th>
<th>Painting of exterior door frame</th>
<th>Caulking</th>
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4. Windows
   Metal
   Wood
   Painting exterior frames
   Caulking
   Painting interior frames
   Window glass repair/replacement
   Window cleaning
   Window mechanisms
   Hardware
   Screens
   Framing-includes studs/ framing, etc.

5. Foundations
   Waterproofing
   Walls, footings
   Exterior structural problems
   Window well covers
   Crawl space vents-existing
   Crawl space vents-new
   Damage due to lack of or poor ventilation

6. Roof
   Damage due to lack of or poor ventilation
   Shingles
   Flashing
   Gutter repair/replacement
   Decking
   Trusses and rafters
   Skylights-new and existing
   Exhaust fans
   Additional roof vents (correct number will be installed at time of replacement)
   Interior damage

7. Garage Doors
   Replacement doors where mandated
   Openers
   Mechanisms
   Hardware

8. Concrete Repairs
   Driveway
   Sidewalks
   Porch stoops
   Patios
   Roads
   Parking areas
Garage floors H
Fully enclosed porch/patios H
Waterproofing H

9. Lawn
Cutting A
Trimming A
Seeding A
Fertilizing A
Edging (2 times a year) A

10. Decorative Plantings
Trees/Shrubs
Insecticide A
Trimming A
Removal of dead shrubs/trees A
New plantings (with Covenants approval only) H

Flower Bed Care H
All flower beds must be kept weed free

11. Leaf Removal
Lawn areas A
Gutters A
Open patios A
Patios inside fences or enclosed patios H
Flower beds-open patios A

12. Snow Removal
Streets A
Driveways A
Sidewalks H
Stoops H
Decks H
Patios H

13. Infestations
Inspection and treatment for and/or damage from:

Termites H
Carpenter ants H
Spiders H
Mice H
Bees & Wasps A

14. Water/Sewer
Pipes outside structure leading to sewer or main A
Pipes inside walls H
Exterior faucets
PVC sewer vent pipe

15. Lights
   Light bulbs
   Exterior mounted fixtures
   Free standing fixtures
   Decorative low voltage lighting

16. Wiring
   Interior electrical
   Exterior electrical
   Telephone cable
   TV cable
   Exterior plugs

17. Heating/Air Conditioning

18. Property Damage
   Any repairs within a unit (from faulty equipment, water leaks, negligence, etc. unless damage is caused by sudden or accidental circumstances) See Homeowners Insurance policy for coverage.
   Owner or guest negligence by humans or animals, etc.
   Outside damage from acts of nature
   Damage caused by infestation of termites or Carpenter ants

19. Miscellaneous
   Sump pumps
   Interior damage resulting from leaks
   Maintenance & scheduled paint of covenants approved additions to original structure
   (Excludes water-proofing of wooden surfaces

20. Screened Porches
   Maintenance
   Painting

Revised November 18, 2002