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Subdivision Covenants and Restrictions

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF FIELDSTONE

96-13034

This declaration (hereinafter referred to as "the Declaration" or "this Declaration") made as of the 26th day of November, 1996, by Justus Home Builders, Inc., an Indiana corporation ("Declarant"). Reference Fieldstone Plat Inst# 96-9862

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate in Hancock County, State of Indiana, more particularly described in Exhibit "A," attached hereto and, by this reference, made a part hereof (hereinafter referred to as the "Real Estate"); and

WHEREAS, Declarant desires and intends to create on the Real Estate a residential community to be known as Fieldstone (the "Development") and to sell and convey the residential lots situated within the platted areas of the Development, and before doing so, desires to subject to and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions, easements, assessments, privileges, liens and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the Lots and lands and each Owner of all or part thereof in the Development and future home Owners thereof as hereinafter provided in this Declaration; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which shall be delegated and assigned the power and duty to (i) administer any Common Properties located on the Real Estate, (ii) provide for the mowing of lawns in the Common Properties and the maintenance of landscaping and other common amenities within said Common Properties, (iii) enforce the covenants and restrictions contained in this Declaration, (iv) collect and disburse the assessments and charges imposed and

created hereby and hereunder, and (v) promote the health, safety and welfare of the Owners of the Real Estate, and all parts thereof; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Indiana a nonprofit corporation under the name of Fieldstone Homeowners' Association, Inc., or similar name, as such agency for the purpose of exercising such functions.

NOW, THEREFORE, Declarant hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole, common areas, and each of the Lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Declarant and upon the Owners and any other Persons having or acquiring any right, title or interest, legal or equitable, in and to the Real Estate or the Development any part of parts thereof subject to this Declaration and/or the Restrictions, and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to any Real Estate. The Declarant specifically reserves unto itself the right and privilege, prior to the recording of the Plat by the Declarant of all or any portion of the Real Estate to exclude any Real Estate shown on Exhibit A, hereto, from the Development, or to include additional real estate therein.

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ARTICLE I
DEFINITIONS

Section 1. The following words and terms, when used herein or in any supplement or amendment hereto, unless the context clearly requires otherwise, shall have the following meanings:

(a) "Act" shall mean and refer to the Indiana Nonprofit Corporation Act of 1991, as amended, or any successor act;

(b) "Applicable Date" shall mean and refer to the date determined pursuant to Article IV, Section 2(b) of this Declaration;

(c) "Architectural Review Board" shall mean and refer to that committee or entity established pursuant to Article VIII, Section 1 of this Declaration for the purposes herein stated;

(d) "Articles" shall mean and refer to the Articles of Incorporation of the Corporation, as the same may be amended from time to time;

(e) "Board" or "Board of Directors" shall mean and refer to the governing body of the Corporation elected, selected or appointed as provided in the Articles, By-Laws and this Declaration and each member thereof shall be designated as a "Director";

(f) "Building" shall mean and refer to a structure having one or more "Dwelling Unit(s)";

(g) "By-Laws" shall mean and refer to the Code of By-Laws of the Corporation, as the same may be amended from time to time;

(h) "Common Expenses" shall mean and refer to expenses of administration of the Corporation, expenses for the upkeep and maintenance of the Common Properties including reserves, all sums lawfully assessed against the Owners by the Corporation, and all sums, costs and expenses declared by this Declaration to be Common Expenses;

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(i) "Common Properties" shall mean and refer to (i) all portions of the Real Estate shown on any recorded subdivision plat of the Real Estate which are not Lots (or blocks which are to be divided into Lots), (ii) to the extent hereinafter established, such improvements located, installed or established in, to, on, under, across or through the Real Estate as are herein declared to be Common Properties whether located, installed or established entirely or partially on Lots or potions of the Real Estate which are not Lots, or both, and (iii) items deemed Common Properties for purposes of maintenance;

(j) "Common Area Parks" shall mean the portion of the Common Properties as so designated on any recorded subdivision plat of the Real Estate whether such plat is heretofore or hereafter recorded.

(k) "Corporation" shall mean and refer to Fieldstone Homeowners' Association, Inc., an Indiana corporation, which Declarant has caused to be incorporated under such name or a similar name, its successors and assigns;

(l) "Declarant" and "Developer" shall mean and refer to Justus Home Builders, Inc., an Indiana corporation, and any of its successors and assigns whom it designates in one or more written recorded instruments to have the rights of Declarant hereunder, including, but not limited to, any builder or builders who purchase more than one Lot for the purpose of the erection of buildings and the resale of Dwelling Units to Owners, and any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant;

(m) "Dwelling Unit" shall mean and refer to any building, structure or portion thereof situated on the Real Estate designed and intended for use and occupancy as a residence by one (1) single family, whether such

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Dwelling Unit is detached or attached to another Dwelling Unit;

(n) "Lot" shall mean and refer to any and each portion of the Real Estate (excluding any part of the Common Properties) designed and intended for use as a building site for, or developed and improved for use as, a Dwelling Unit, as designated by Declarant by its deed of the same to another person. For purposes of this Declaration, a "Lot" shall be any single numbered parcel of land identified as a lot on a recorded subdivision plat of the Real Estate;

(o) "Mortgagee" shall mean and refer to the holder of a recorded first mortgage lien on a Lot or Dwelling Unit;

(p) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot, but in any event shall not include any mortgagee or tenant unless and until such mortgagee or tenant has acquired fee simple title to any Lot, but upon so acquiring title to any Lot such a mortgagee or tenant shall be an Owner;

(q) "Person" shall mean and refer to an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof;

(r) "Plat" shall mean and refer to the subdivision plat or plats of the Real Estate recorded in the Office of the Recorder of Hancock County, Indiana, as the same may be hereafter amended or supplemented;

(s) "Private Driveway Easements" shall mean the streets other than public streets as shown on any recorded subdivision plat of the Real Estate whether such plat is heretofore or hereafter recorded.

(t) "Real Estate" shall mean and refer to the parcel of real estate in Hancock County, Indiana, described in the first recital clause of this Declaration, and defined therein as the Real Estate, as well as all additional

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real estate subjected hereto pursuant to Article II, Section 5 of this Declaration;

(u) "Restricted Common Area" shall mean all of the Common Properties except for the public streets referred to in Article III, Section 2, the Common Area Parks and the Private Driveway Easements.

(v) "Restrictions" shall mean and refer to the agreements, covenants, conditions, restrictions, easements, assessments, charges, liens and all other provisions set forth in this Declaration, as the same may be amended from time to time;

(w) "Zoning Covenants" shall mean and refer to the written covenants, as amended, heretofore entered in connection with zoning of the Real Estate, which covenants are recorded in the Office of the Recorder of Hancock County, Indiana, such recorded covenants being incorporated herein by reference, as the same may hereafter be amended in accordance with their terms.

Section 2. Other terms and words defined elsewhere in this Declaration shall have the meanings herein attributed to them.

ARTICLE II
Declarations; Common Properties and Rights Therein; Easements

Section 1. Declarations. Declarant hereby expressly declares that the Real Estate shall be held, transferred, and occupied subject to the Restrictions. Subsequent owners or contract purchases of any Lot (i) by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act or occupancy of any Lot, shall accept such deed, execute such contract or occupy the Lot subject to each of the Restrictions and agreements herein contained. By acceptance of such deed, execution of such contract or occupancy of the Lot, each Owner, contract purchaser or occupant acknowledges the rights and powers of Declarant and of the

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Corporation with respect to these Restrictions, and also for himself, his heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Declarant, the Corporation, and the Owners and subsequent Owners of each of the other Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

Section 2. Easement to Owners. Declarant hereby grants a non-exclusive easement in favor of each Owner for the use, enjoyment and benefit of the Common Properties, subject to all of the Restrictions of this Declaration, and such easement shall be an easement running with and appurtenant to each Lot. The Private Driveway Easements shall be for the private use of the Owner's whose lots directly abut such easements for purposes of ingress and egress and shall not be for public use. In addition to the Owners abutting such easements, their tenants, invitees and guests, all public and quasi-public vehicles, including but not limited to, police, fire and other emergency vehicles, trash and garbage collection vehicles, post office vehicles and privately owned delivery trucks shall have the right to enter upon and use such easements for ingress to and egress from public streets in the performance of their duties.

The Common Area Parks shall be for the use and enjoyment of all Owners, subject to such rules and regulations as the Corporation shall from time to time promulgate. The Restricted Common Area shall be restricted to the visual and aesthetic enjoyment of the Owners unless otherwise determined by the Corporation and then subject to such rules and regulations promulgated by the Corporation.

Section 3. Easement to Corporation. Declarant hereby grants a non-exclusive easement in favor of the Corporation for the maintenance of the Common Properties (including items deemed Common Properties for maintenance only, which includes but is not limited to Owners' lawns). Such easement shall permit the Board or its agents to enter onto any Lot to maintain, make emergency repairs, or do other work reasonably necessary for the proper maintenance or operation of the Development.

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Section 4. Encroachment Easements. If any Dwelling Unit encroaches upon another Dwelling Unit, Lot or Common Property as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement shall be deemed to exist and run to the Owner of the encroaching improvement for the encroachment and for the maintenance thereof so long as such encroachment exists.

Section 5. Clubhouse and Related Facilities.

(a) Declarant hereby reserves the right, at any time prior to January 1, 2006, to construct a clubhouse and other related facilities for the benefit of the Lots and the Owners. All or any portion of the costs and expenses to construct, operate and maintain such facilities shall, at the sole option of Declarant, be included in the definition of Common Expenses.

(b) All facilities developed pursuant to Section 5(a), above, shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens set forth in this Declaration.

ARTICLE III
Obligations of Declarant as to Common Properties; Dedication

Section 1. Agreement to Construct and Convey Common Properties. Declarant has constructed or provided for, or will construct or provide for, the Common Properties required by, and in accordance with, the Zoning Covenants, and such other Common Properties deemed appropriate by it.

Upon final construction or provision of the Common Properties, Declarant covenants to convey all of its right, title and interest in and to the Common Properties to the Corporation and all such right, title and interest in and to the Common Properties (whether owned in fee, by leasehold or in the nature of an easement or license) shall thereupon be the property of the

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Corporation, whether or not the same may be located entirely or partially on any one or more of the Lots.

Section 2. Dedication. The streets shown on the Plat, except for the Private Driveway Easements, are hereby dedicated to the Department of Transportation for the use and benefit of the public.

ARTICLE IV
Corporation; Membership; Voting; Functions

Section 1. Membership in Corporation. Declarant and each Owner of a Lot shall, automatically upon becoming an Owner, be and become a member of the Corporation and shall remain a member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and shall be transferred to the successor Owner of his Lot; provided, however, that any Person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a member of the Corporation until and unless such person acquires fee simple title to such Lot, at which time such Person shall thereupon be and become an Owner and a member of the Corporation.

Section 2. Voting Rights. The Corporation shall have two (2) classes of members (singularly, a "Member", and collectively, the "Members"), with the following voting rights:

(a) Class A Members. Class A Members shall be all Owners, with the exception of Class B Members, and shall be entitled to one (1) vote for each Lot owned by such member with respect to each matter submitted to a vote of members upon which Class A 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 Corporation, 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.

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(b) Class B Members. Class B Members shall be the Declarant and all successors and assigns of the Declarant designated by the Declarant as Class B Members in a written notice mailed or delivered to the resident agent of the Corporation. Each Class B Member shall be entitled to three (3) votes for each Lot of which it is the Owner on all matters requiring a vote of the Members of the Corporation. The Class B membership shall cease and terminate upon the applicable date which is the first to occur of (i) the total votes outstanding of Class A Members equal or exceed the total votes outstanding of Class B Members or (ii) January 1, 2006 (the applicable date being herein referred to as the "Applicable Date").

Section 3. Functions. The Corporation has been formed for the purpose of providing for the maintenance, administration, operation and ownership of the Common Properties, to pay taxes assessed against and payable with respect to the Common Properties, to pay any other necessary expenses and costs in connection with the Common Properties and to perform such other functions as may be designated for it to perform under this Declaration.

ARTICLE V
Board of Directors

Section 1. Management. The business and affairs of the Corporation shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be, an Owner, including a person appointed by the Declarant as provided in Section 2 of this Article V.

Section 2. Initial Board of Directors. The initial Board of Directors shall be composed of the persons designated in the Articles, to wit: Walter G. Justus, Meredith L. Shotts and

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Walter E. Justus (herein referred to as the "Initial Board"), all of whom have been or shall be appointed by the Declarant. Notwithstanding anything to the contrary contained in, or any other provisions of, this Declaration, the Articles, the By-Laws or the Act (a) the Initial Board shall hold office until the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reasons or cause whatsoever, prior to the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by the Declarant, who shall thereafter be deemed a member of the Initial Board. Each Person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by the Declarant to fill a vacancy, shall be deemed a Member of the Corporation and an Owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such Person serving on the Initial Board shall be deemed or considered a Member of the Corporation nor an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a Member of the Corporation).

Section 3. Additional Qualifications. Where an Owner consists of more than one Person or is a partnership, corporation, trust or other legal entity, then, in such event, one of the Persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one Person at any time.

Section 4. Term of Office and Vacancy. Subject to the provision of Section 2 of this Article V, one-third (1/3) of the Board of Directors shall be elected at each annual meeting of the Corporation. The Initial Board shall be deemed to be elected at each annual meeting of the Corporation. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the Applicable Date provided herein. After the Applicable Date, one-third (1/3) of the Board of Directors shall be elected for a term of three (3) years, except

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that at the first election after the Applicable Date one-third (1/3) of the Board of Directors shall be elected for a three (3) year term, one-third (1/3) for a two (2) year term, and one-third (1/3) for a one (1) year term so that the terms of one-third (1/3) of the members of the Board shall expire annually. There shall be separate nominations for the office of each member of the Board to be elected at such first election after the Applicable Date. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of Section 2 of this Article V as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the Owners if a Director is removed in accordance with Section 5 of this Article V. The Director so filling a vacancy shall serve until the next annual meeting of the Members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

Section 5. Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners and until his successor is duly elected and qualified.

Section 6. Duties of the Board of Directors. The Board of Directors shall be the governing body of the Corporation representing all of the Owners and being responsible for the functions and duties of the Corporation, including but not limited to, providing for the administration of the Real Estate, the management, maintenance, and upkeep of the Common Properties (unless the same are otherwise the responsibility or duty of Owners), and the collection and disbursement of the Common

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Expenses. After the Applicable Date, the Board may, on behalf of the Corporation, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its discretion, to be reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but shall not be limited to:

(a) maintenance and upkeep of the Common Properties (or items deemed Common Properties for purposes of maintenance only):

(b) snow removal from Private Driveway Easements and public streets dedicated to the public in the Plat;

(c) assessment and collection from the Owners of the Owner's respective shares of the Common Expenses;

(d) preparation of the proposed annual budget and the Assessment Schedule, copies of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;

(e) preparing and delivering annually to the Owners a full accounting for all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;

(f) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Properties and the business and affairs of the Corporation, specifying and itemizing the Common Expenses; all records and vouchers shall be available at the principal office of the Corporation for examination by an Owner at any time during normal business hours;

(g) procuring and maintaining for the benefit of the Corporation and the Board such insurance coverage as the Board, in its sole discretion, may deem necessary or advisable; and

(h) paying taxes assessed against, and payable with respect to, the Common Properties and paying any other necessary

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expenses and costs in connection with the Common Properties;

(i) making available to Owners and Mortgagees, and to holders, insurers or guarantors of any first mortgage, current copies of this Declaration, the By-Laws or other rules concerning the Development and the books, records and financial statements of the Corporation. As used herein, "available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances;

(j) making available to any Mortgagee or any holder, insurer or guarantor of a first mortgage, upon request, a copy of the Corporation's financial statements for the immediately preceding fiscal year.

Section 7. Powers and Authority of the Board of Directors. The Board of Directors shall have such powers and authority as are reasonable and necessary to accomplish the performance of their duties. These powers and authority include, but shall not be limited to, the power and authority:

(a) to employ a Managing Agent to assist the Board in performing its duties; provided that no employment agreement with the Declarant (or a corporation or other entity affiliated with the Declarant) as Managing Agent or for any other service shall be for more than three (3) years after the Applicable Date and after the Applicable Date any such agreement shall be subject to termination by either party without cause and without payment of a termination fee upon ninety (90) days prior written notice to the other party;

(b) to purchase, lease or otherwise obtain for the Corporation, to enable it to perform its functions and duties, such equipment, materials labor and services as may be necessary in the judgment of the Board of Directors;

(c) to employ legal counsel, architects, contractors, accountants and others as, in the judgment of the Board

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of Directors, may be necessary or desirable in connection with the business and affairs of the Corporation;

(d) to employ, designate, discharge and remove such personnel as, in the judgment of the Board of Directors, may be necessary for the maintenance, upkeep, repair and replacement of the Common Properties;

(e) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs from the funds of the Corporation as Common Expenses;

(f) to open and maintain a bank account or accounts in the name of the Corporation;

(g) to promulgate, adopt, revise, amend and alter, from time to time, such additional rules and regulations with respect to the use, occupancy, operation and enjoyment of the Real Estate and the Common Properties (in addition to those set forth in this Declaration) as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulation so adopted by the Board shall be promptly delivered to all Owners.

Section 8. Limitations on Board Action. The Board's powers and authority are subject to the following limitations:

(a) After the Applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure per contract of less than $2,500.00 without obtaining the prior approval of a majority of the Owners, except that in the following cases such approval shall not be necessary.

(i) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and

(ii) expenditures necessary to deal with emergency conditions in which the Board of Directors

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reasonably believes there is insufficient time to call a meeting of the Owners.

(b) The Board shall not, without the prior written approval of at least sixty-seven percent (67%) of the Owners (other than the Declarant):

(i) by act or omission, abandon, partition, subdivide, encumber, sell or transfer the Common Properties owned by the Corporation (provided, the granting of easements for public utilities or for other public purposes shall not be deemed a transfer within the meaning of this clause);

(ii) except as specifically provided herein, change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of Dwelling Units, the exterior maintenance of Dwelling Units, the maintenance of side walls in the Common Properties or common fences, or the upkeep of lawns in the Development;

(iii) use hazard insurance proceeds for losses to any of the Common Properties for other than the repair, replacement or upgrading of Common Properties.

Section 9. Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 10. Non-Liability of Directors. The Directors shall not be liable to the Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify and hold harmless and defend each of the Directors against any and all liability to any Person, arising out of contracts made by the Board or actions taken by the Board

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on behalf of the Corporation, unless any such contract or action shall have been made or taken in bad faith. It is intended that the Directors shall have no personal liability with respect to any contracts made or actions taken by them on behalf of the Corporation.

Section 11. Additional Indemnity of Directors. The Corporation shall indemnify, hold harmless and defend any Person, his heirs, assigns and legal representatives, made a party to any action suit or proceeding by reason of the fact that he is or was a Director of the Corporation, against the reasonable expenses, including attorneys' fees, actually or necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Corporation shall also reimburse to any such Director the reasonable costs of settlement or of judgment rendered in any action, suit or proceeding if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for gross negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Corporation or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Corporation to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a director be deemed guilty of or liable for gross negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 12. Bond. The Board of Directors shall obtain fidelity insurance covering the Managing Agent (if any), the treasurer of the Corporation, and such other officers as the Board deems necessary to cover the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums as may be determined by the Board of Directors, and any such coverage shall specifically include protections for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense. The amount of the bonds shall be based upon the judgment of the board of Directors and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Corporation or its Managing Agent at any time during the term of the bond. In no event shall the aggregate amount of such bonds be less than a sum equal to three (3) months aggregate assessments on all Lots, plus reserve funds.

Section 13. Initial Management. The Initial Board has entered, or will hereafter enter, into a management agreement with the Declarant (or a corporation or other entity or entities designated by the Declarant) for a term or terms as determined by the mutual agreement of the Initial Board and the Declarant, under which the Declarant (or such designated corporation, entity or entities) will provide supervision, fiscal and general management and maintenance of the Common Properties and, in general, perform all of the duties and obligations of the Corporation. Such management agreement is or will be subject to termination by the Declarant (or its designee) at any time prior to the expiration of its term, in which event the Corporation shall thereupon and thereafter resume performance of all of its duties, obligations and functions. Notwithstanding anything to the contrary contained in this Declaration, so long as such management agreement remains in effect, the Declarant (or its designee) shall have, and the Declarant hereby reserves to itself (or to its affiliate, as appropriate), the exclusive right to manage the Real Estate and

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Common Properties and to perform all the functions of the Corporation.

ARTICLE VI
Maintenance, Repairs and Replacements

Section 1. By Owners. Except as provided in Section 2(b) of this Article, each Owner shall, at his own expense, be responsible for, and shall promptly perform as the need therefor arises, all maintenance, repairs, decoration and replacement of his own Dwelling Unit, both interior and exterior. In addition, each Owner shall furnish and be responsible for the maintenance of all portions of his Lot, except for lawn maintenance as provided in Section 2, below. Each Owner shall promptly perform all maintenance and repairs of his Lot and Dwelling Unit which, if neglected, might adversely affect any other Lot or Dwelling Unit or any part of the Common Properties.

Section 2. Common Properties.

(a) Maintenance, repairs and upkeep of the Common Properties shall be furnished by the Corporation, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses.

(b) The Corporation, as part of its duties, and as part of the Common Expenses, shall provide for:

(i) Snow removal for the Private Driveway Easements; and

(ii) Maintenance of the lawns, which shall be considered part of the Common Properties for purposes of maintenance only. Maintenance of lawns shall mean the mowing of grass and the care, fertilizing, trimming, removal and replacement of trees planted by the Declarant. It shall not include the watering of lawns on Lots, which shall be the responsibility of the Owner, or the care and maintenance of shrubs, trees which were not planted by the Declarant, flowers or other plants on

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any Lot. The foregoing notwithstanding, maintenance of lawns shall not mean the mowing of grass within the fenced portion of any Lot. The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Properties (or items deemed Common Properties for purposes of maintenance only as it deems necessary.

(c) Notwithstanding any obligation or duty of the Corporation to maintain any of the Common Properties (or items deemed Common Properties for purposes of maintenance only), if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Properties (or items deemed as such for purposes of maintenance only) or if maintenance, repairs or replacements shall be required thereby and the cost thereof would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, in such amounts as may be determined by the Corporation, unless such loss is covered by the Corporation's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Corporation, the cost of the foregoing shall be added to and become a part of the assessment to which such Owner's Lot is subject.

(d) The authorized representatives of the Corporation, the Board and the Managing Agent for the Corporation (if any) shall be entitled to reasonable access to any Lot as may be required in connection with maintenance only , or repairs of or to the Commons Properties and items deemed as Common Properties for purposes of maintenance only, including, but not limited to, access of any easements reserved by the Plat of any portion of the Real Estate for such purposes.

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ARTICLE VII
Real Estate Taxes; Utilities

Section 1. Real Estate Taxes. Real estate taxes on each Lot, and on any Dwelling Unit or other improvements on each Lot, are to be separately assessed and taxed to each Lot and shall be paid by the Owner of such Lot. Any real estate taxes or other assessments against the Common Properties shall be paid by the Corporation and treated as a Common Expense.

Section 2. Utilities. Each Owner shall pay for his or her own utilities which shall be separately metered to each Lot and Dwelling Unit.

ARTICLE VIII
Architectural Control

Section 1. The Architectural Review Board. As a standing committee of the Corporation, there shall be, and hereby is, established an architectural review board consisting of three (3) or more Persons as may, from time to time, be provided in the By-Laws (the "Architectural Review Board"). Until the Applicable Date, the Declarant shall appoint the members of the Architectural Review Board. After the Applicable Date, the Architectural Review Board shall be appointed by the Board of Directors.

Section 2. Purposes. The Architectural Review Board shall regulate the external design, appearance, use location and maintenance of the Real Estate and of improvements located thereon in such manner as to reserve and enhance values and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography.

Section 3. Conditions. No improvements, alterations, repairs, change of colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot, Dwelling Unit or other improvements located on any Lot from its natural or improved state existing on the date such Lot and Dwelling Unit was first conveyed in fee by the Declarant to an Owner, shall be made

or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, Dwelling Unit, or other structure shall be commenced, erected, maintained, improved, altered, made or done on any Lot by a Lot Owner without the prior written approval of the Architectural Review Board; provided this restriction shall not be applicable to the original construction of a Dwelling Unit on a Lot whether such construction occurs before or after the Applicable Date.

Section 4. Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing a written application within sixty (60) days after its receipt of such application (and all plans, drawings, specifications and other items required to be submitted to it in accordance with such rules as it may adopt) have been given to it, approval shall be deemed granted by the Architectural Review Board. A decision of the Architectural Review Board may be appealed to the Board of Directors which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors then serving. The Architectural Review Board may establish committees consisting of two (2) or more of its members to perform any of its functions, which committees shall exercise such powers of the Board as may be delegated to them.

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ARTICLE IX
Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of any Dwelling Unit upon the Real Estate and which connects two Dwelling Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or intentional or 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 sharing such wall proportionately.

Section 3. Destruction by Fire or Other Casualty. If any party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner sharing such wall may restore it, and the Owner sharing such wall shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, subject to the right of either of such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent, intentional or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes a party wall to be exposed to elements shall bear the entire cost of correcting such condition.

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

Section 6. Arbitration. In the event of any dispute arising in connection with 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 the three arbitrators. (Should any party refuse to appoint an arbitrator within ten days after written request therefor from another party, the Board of Directors of the Corporation shall select an arbitrator for the refusing party).

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ARTICLE X
Assessments

Section 1. Annual Accounting. Annually, after the close of each fiscal year of the Corporation and prior to the date of the annual meeting of the Corporation next following the end of such fiscal year, the Board shall cause to be prepared and furnished to each Owner a financial statement prepared by an accountant or firm of accountants engaged by the Corporation, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

Section 2. Proposed Annual Budget and Assessment Schedule. Annually, on or before the date of the annual meeting of the Corporation, the Board of Directors shall cause to be prepared a proposed annual budget and assessment schedule setting forth the percentage of expenses to be allocated to each of the Lots (the "Assessment Schedule") for the current fiscal year and shall furnish copies of such proposed budget and Assessment Schedule to each Owner prior to or with the notice to Owners of such annual meeting. The annual budget and Assessment Schedule shall be submitted to the Owners at the annual meeting of the Corporation for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the Owners; however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. At the annual meeting of the Owners, the proposed Assessment Schedule must be approved in whole by a majority vote of the Owners. If such approval is not obtained, Regular Assessments and any Special Assessments shall be allocated based upon the as most recently approved. The annual budget, the Regular Assessments and all other sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a

consistent basis. The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Properties which replacement reserve fund shall be used for such purposes and not for usual and ordinary repair expenses of the Common Properties. Such replacement reserve fund for capital expenditures and replacement and repair of the Common Properties shall be maintained by the Corporation in an interest bearing account with one or more banks or savings and loan associations authorized to conduct business in Hancock County, Indiana and insured by a Federal depository agency as selected from time to time by the Board. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the assessments herein provided, whenever determined. Whenever, whether before or after the annual meeting of the Corporation, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

Section 3. Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirements for the Common Expenses in the current fiscal year as set forth in such budget, contain a proposed assessment against each Lot, which shall be computed as follows: all estimated Common Expenses shall be allocated and divided among all Lots pursuant to the Assessment Schedule and the quotient derived by multiplying all estimated Common Expenses by the scheduled percentages shall be the Regular Assessment for each Lot.

Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Lot (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is

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initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget for such year by the Owners, to reflect the assessment against each Lot for the entire year, based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, as hereinabove provided. The Regular Assessment against each Lot shall be paid in advance annually; provided, however, that Declarant is authorized to collect an amount equal to the prorated annual assessment due for the period from closing until January 1st of the next year. Payment of the annual installment of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors. At the election and option of the Board, the Regular Assessment may be required to be paid by the Owners in advance in equal quarterly or semi-annual installments rather than an annual installment. In the event the Regular Assessment for a particular fiscal year of the Corporation was initially based upon a temporary budget,

(a) if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, such excess shall be paid within thirty (30) days of the issuance of written notice to Owners of such excess;

(b) if the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be made by a cash payment or refund to the Owners who have previously paid such Regular Assessments on or before the fifteenth day of the second full month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners.

The Regular Assessment for the current fiscal year of the Corporation shall become a lien on each separate Lot and Dwelling Unit as of the first day of each fiscal year of the Corporation,

even though the final determination of the amount of such Regular Assessment may not have been made by such date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Lot and Dwelling Unit or any interest therein, shall not relieve or release such Owner or his successor as Owner of such Lot and Dwelling Unit from payment of the Regular Assessment for such Lot and Dwelling Unit as finally determined, and such Owner and his successor as Owner of such Lot and Dwelling Unit shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Corporation pursuant to Section 2 of Article XI hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all Persons to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Semi-annual or quarterly (if so determined by the Board) installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Corporation, and neither the Board nor the Corporation shall be responsible for providing any notice or statements to Owners for the same.

Section 4. Special Assessments. From time to time, Common Expenses of an unusual, extraordinary or capital nature not included in the budget or not otherwise anticipated may arise. At such time, unless otherwise provided in this Declaration, the Articles, the By-Laws or the Act, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot and Dwelling Unit, prorated based upon the percentages assigned to each Lot pursuant to the Assessment

Schedule (herein called "Special Assessment"); provided, that any such assessment except assessments pursuant to Article XIII, Section 1, and Article XIV, shall have the consent of fifty-one percent (51%) of the votes of Members who are voting in person or by proxy at a meeting duly called for such purpose. Without limiting the generality of the foregoing, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repairs or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration.

Section 5. Failure of Owner to Pay Assessments.

(a) No Owner may exempt himself from paying Regular Assessments and Special Assessments, or from contributing toward the expense of administration and of maintenance and repair of the Common Properties and items deemed Common Properties for purposes of maintenance only, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Properties or by abandonment of the Lot owned by him. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one Person, the liability of such Persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessment or Special Assessment when due, the lien for such assessment on the Owner's Lot and Dwelling Unit may be filed and foreclosed by the Board for and on behalf of the Corporation as a mortgage on real property or as otherwise provided by law. Upon the failure of an Owner to make timely payments of any Regular Assessment or Special Assessment, when due, the Board may in its discretion, accelerate the entire balance of the unpaid assessments and declare the same immediately due and payable, notwithstanding any other provision hereof to the contrary. In any action to

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foreclose the lien for any assessments provided for in this Declaration, the Owner and any occupant of the Lot and Dwelling Unit shall be jointly and severally liable for the payment to the Corporation of reasonable rental for such Lot and Dwelling Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and Dwelling Unit and to collect the rentals and other profits therefrom for the benefit of the Corporation to be applied to the unpaid Regular Assessments and/or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment, without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment and/or Special Assessment whether by foreclosure or otherwise, the Board, for and on behalf of the Corporation, shall be entitled to recover from the Owner of the respective Lot and Dwelling Unit costs and expense of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such assessments were due, until paid, at a rate per annum equal to the "prime or base interest rate" then being charged by National City Bank, Indianapolis, Indiana to its largest and best corporate customers (or if such Bank is no longer in existence, then such rate charged by another national bank in Marion County, Indiana, as designated by the Board) plus two percent (2.0%).

(b) The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage on any Lot or Dwelling Unit. Notwithstanding anything contained in this Section or elsewhere in this Declaration, the Articles or By-Laws, any sale or transfer of a Lot and Dwelling Unit 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 installment of any regular Assessment or Special Assessment as to such installments which become 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 Lot and Dwelling Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Lot and Dwelling Unit from which such unpaid share arose).

Section 6. Initial Budgets and Assessments. Notwithstanding anything to the contrary contained herein, in the Articles, in the By-Laws, in the Act or otherwise, until the Applicable Date the annual budget, Assessment Schedule and all Regular Assessments and Special Assessments shall be established by the Initial Board without meetings of or concurrence by the Owners.

All Regular Assessments shall be determined for each year by the Initial Board, in its sole discretion, based upon the estimated cash requirements for the Common Expenses for such year.

Notwithstanding the foregoing or anything else contained herein, until the Applicable Date, the Declarant shall not be required to pay any Special Assessment.

ARTICLE XI
Mortgages

Section 1. Notice to Corporation. Any Owner who places a first mortgage lien upon his Lot or Dwelling Unit, or the

Mortgagee, shall notify the Secretary of the Corporation of such lien and provide the name and address of the Mortgagee. A record of such Mortgagee's name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the term of this Declaration, the By-Laws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown on such record in the time provided. Unless notification of any such mortgage lien and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the By-Laws or otherwise shall be required and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the By-Laws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The Corporation shall, upon request of a Mortgagee who has furnished the Corporation with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower Owner of any obligations of such borrower Owner under this Declaration or the By-Laws which is not cured within sixty (60) days.

Section 2. Notice of Certain Actions or Conditions. The Corporation shall, upon request of a Mortgagee who has furnished the Corporation with its name and address as hereinabove provided, furnish such Mortgagee with written notice of:

(i) any condemnation loss or any casualty loss which affects a material portion of the Development or any Dwelling Unit on which there is a first mortgage;

(ii) any default in the performance by its borrower Owner of any obligations of such borrower Owner under this Declaration or the By-Laws which is not cured within sixty (60) days;

(iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Corporation; and

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(iv) any proposed action which would require the consent or approval of Mortgagees.

Section 3. Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot and Dwelling Unit, furnish to such Mortgagee or purchaser a statement setting for the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Lot and Dwelling Unit, which statement shall be binding upon the Corporation and the Owners, and any Mortgage or purchaser of the Lot and Dwelling Unit shall not be liable for nor shall the Lot and Dwelling Unit conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to herein.

Section 4. Unpaid Taxes and Insurance. Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which have or may become a lien against any Common Properties (excluding items deemed Common Properties for maintenance only) for any Common Expenses (excluding items deemed Common Properties for maintenance only), and the Mortgagees making such payments shall be entitled to immediate reimbursement therefor by the Corporation.

ARTICLE XII
Insurance

Section 1. Public Liability Insurance. The Corporation shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time; provided, such coverage shall be for at least One Million Dollars ($1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover all of the Common Properties and shall insure the Corporation, the Board of

Directors, or any committee of the Corporation or Board, any Managing Agent appointed or employed by the Corporation, all persons acting or who may act as agents or employees of any of the foregoing with respect to the Real Estate or the Development. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other Owners.

Section 2. Casualty Insurance.

(a) The Corporation shall purchase a master casualty insurance policy with an "agreed amount and inflation guard endorsement" and a "blanket building endorsement" affording fire and extended coverage insurance insuring each Dwelling Unit in an amount equal to the full replacement value of the improvements which, in whole or in part, comprise the Dwelling Units, excluding all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by any Owner, and excluding any personal property owned by any Owner whether located on any Lot in any Dwelling Unit or elsewhere. If the Board of Directors can obtain such coverage for reasonable amounts, it shall also obtain "all risk" coverage, excluding flood and earthquake coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board, the Board may cause such replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall be for the benefit of each Owner and, if applicable, the Mortgagee of each such Owner.

(b) The Corporation shall purchase a casualty insurance policy with an "agreed amount and inflation guard endorsement" or its equivalent affording first and

extended coverage insuring all Common Properties owned by the Corporation, including, but not limited to, utilities and recreational equipment in an amount equal to the full replacement value of the improvements. If the Board of Directors can obtain such coverage for reasonable amounts, it shall also obtain "all risk" coverage for the Common Properties. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board, the Board may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense of all Owners. Such insurance coverage shall be for the benefit of each Owner and, if applicable, the Mortgagee of each Owner.

(c) The sole duty of the Board in connection with any insurance proceeds shall be to receive such proceeds as are paid and to hold the same for the purposes elsewhere stated herein, and for the benefit of the Owners. The proceeds shall be used or disbursed by the Corporation or the Board, as appropriate, only in accordance with the provisions of this Declaration. Such casualty insurance policies and "all risk" coverages, except flood and earthquake coverages, if obtained, shall (to the extent that same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Corporation, the Board of Directors, its agents and employees, the Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further to the extent obtainable upon reasonable terms (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners, and (ii)

that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Corporation does not elect to restore.

Section 3. Other Insurance. The Corporation shall also obtain any other insurance required by law to be maintained, including, but not limited to, worker's compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including, but not limited to, liability insurance on vehicles owned or leased by the Corporation and officers' and directors' liability policies. Such insurance coverage shall also provide for and cover cross liability claims of one insurance party against another insured party. Such insurance shall inure to the benefit of each Owner, the Corporation, the Board of Directors and any Managing Agent acting on behalf of the Corporation. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors the proceeds of which are payable to the Board or the Corporation.

Section 4. General Provisions. The premiums for all insurance hereinabove described shall be paid by the Corporation as part of the Common Expenses. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Corporation, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner and Mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Corporation who is required to send notices of meetings of the Corporation. All policies shall also contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least thirty (30) days prior written notice to the Owner and Mortgagee of each Lot and Dwelling Unit.

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In no event shall any distribution of insurance proceeds be made by the Board of Directors directly to an Owner where there is a Mortgagee endorsement on the certificate of insurance or insurance policy or the Board has notice of a Mortgagee as it applies to such Owner's share of such proceeds. In such event, any remittances shall be to the Owner and his Mortgagee jointly. The same restriction on distribution shall apply to the distribution of any condemnation awards in connection with any taking of any of the Common Properties. Notwithstanding the foregoing, under no circumstances shall any distribution of insurance proceeds in excess of amounts needed to repair damage or pay off any first mortgage or any condemnation awards be made by the Corporation to any Owners or Mortgagees if to do so would be in violation of the Act or if the same would constitute a distribution of earnings, profits or pecuniary gain to the members of the Corporation; in any such event, any such insurance proceeds or condemnation awards shall be retained by the Corporation for use in the payment of its expenses of operation.

Section 5. Insurance by Owners. Each Owner shall be solely responsible for and may obtain such insurance as he deems necessary or desirable, at his own expense, affording coverage for additional living expenses, coverage on his personal property, the contents of his Dwelling Unit, his personal property stored anywhere on the Real Estate, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Corporation.

ARTICLE XIII
Casualty and Restoration; Condemnation; Termination

Section 1. Casualty and Restoration. In the event of damage to or destruction of the structure or exterior of any Building or Dwelling Unit or in the event of damage to or destruction of any of the Common Properties due to fire or any other casualty or

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disaster, the Corporation shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Corporation, if any, shall be applied to the cost of such repair and reconstruction.

If the insurance proceeds, if any, received by the Corporation as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, (i) the cost for restoring the damage and repairing and reconstructing a building or Dwelling Unit so damaged or destroyed (or the cost thereof in excess of insurance proceeds received, if any) shall be assessed by the Corporation against all of the Owners in equal shares as a Special Assessment and (ii) the cost for restoring the damage and repairing and reconstructing any Common Properties (excluding items deemed Common Properties for Maintenance only) so damaged or destroyed (or the cost thereof in excess of insurance proceeds received, if any) shall be assessed by the Corporation against all of the Owners in equal shares as a Special Assessment. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses as a Special Assessment and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Building so damaged or destroyed to as near as possible the same condition as it existed immediately prior to the damage or destruction and with the same type of architecture.

Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors or corporation has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires or deems necessary.

Encroachments upon any Lot which may be created as a result of such reconstruction or repair of any Building shall not constitute a claim or basis of a proceeding or action for the Owner upon whose Lot such encroachment exists, provided that such reconstruction was either substantially in accordance with the original plans and specifications or as the Building was originally constructed.

Section 2. Total or Partial Condemnation.

(a) In the event of the condemnation of all or any part of the Common Properties, or of all or any part of any Building, Dwelling Unit or Lot, the Board is hereby authorized to negotiate with the condemning authority and/or to contest an award made for the appropriation of such Common Properties, Buildings, Dwelling Units or Lots. For the purpose of such negotiation and/or of contest of such award to the Board as to Buildings, Dwelling Units and Lots, the Board is hereby declared to be the agent and attorney-in-fact of any Owner affected by the condemnation. This appointment of the Board shall be deemed coupled with an interest and shall be irrevocable. Nothing contained herein, however, shall preclude any Owner from asserting any rights or claims to compensation which cannot be legally asserted by the Board.

(b) Awards for the taking of all or part of a Building, Dwelling Unit or Lot shall be collected by the Board and distributed to the affected Owners. To the extent possible, negotiated awards or awards resulting from a contest shall specify the allocation of the award among Owners affected. In the event that an Owner does not agree with the distribution of an award, such Owner shall be entitled to have the dispute settled by arbitration as provided herein. The protesting Owner shall appoint one arbitrator, the Board acting as agent for all other affected Owners shall appoint a second arbitrator and such arbitrators shall choose a third

arbitrator. A majority decision of the arbitrators shall be binding on all Owners and shall be enforceable.

Section 3. Termination. In the event of condemnation of two-thirds (2/3) or more of the Dwelling Units in the Development, the remaining Owners may, by a majority vote, terminate this Declaration and dissolve the Corporation, provided, however, that the restrictions set forth in the subdivision Plat and in Article XIV shall remain in full force and effect in accordance with the terms of the Plat and Article XVIII of this Declaration.

ARTICLE XIV
Restrictions, Covenants and Regulations

Section 1. Restrictions on Use. The following covenants and restrictions on the use and enjoyment of the Lots, Dwelling Units and Common Properties shall be in addition to any other covenants or restrictions contained herein and in any subdivision plat of any part of the Real Estate heretofore or hereafter recorded, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Corporation. Present or future Owners or the Corporation shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

(a) All Lots and Dwelling Units shall be used exclusively for residential purposes and for occupancy by a single family.

(b) Nothing shall be done or kept in any Dwelling Unit, or on any Lot, or on the Common Properties which would be in violation of any applicable law or ordinance.

(c) No nuisance shall be permitted and no waste shall be committed in any Dwelling Unit or on any Lot.

(d) No wood, chain-link or coated or covered chain-link fences shall be located anywhere on a Lot.

(e) Without the prior written consent of the Architectural Review Board, no Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his Dwelling Unit or placed on the outside walls of any building, and no sign, awning, canopy, shutter or radio or television antenna or dish, basketball goal or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any Dwelling Unit or in or upon any Lot.

(f) Prior to the construction and/or installation on any Lot of any fence not prohibited by Section 1(d), above, or any wood deck, the location of such fence or deck and the composition and construction thereof shall be subject to the prior written approval of the Architectural Review Board. All such fences and decks shall be maintained in good condition and repair and shall be subject to the other provisions set forth herein.

(g) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on any Lot or any of the Common Properties, except that pet dogs, cats or customary household pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under leash or other restraint and while attended by its owner and an Owner shall be fully liable for any injury or damage to persons or property, including the Common Properties, caused by his pet. The tethering of pets in an area outside the Owner's fenced Lot shall not constitute "attended." The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time including, but not limited to, a requirement that any Owner desiring to bring or

COPY

maintain a pet on the Real Estate shall deposit with the Board a security deposit in an amount to be determined by the Board to cover any damage that may be caused by such pet to the Common Properties. Any such security deposit shall be returned to the Owner when the pet is permanently removed from the Real Estate, except to the extent such deposit has been used or is needed to repair damage caused by such pet. Any requirement for the depositing of such security deposit shall not be deemed to release or in any way limit an Owner's responsibility or liability for injury and damage caused by his pets. 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 the Real Estate within ten (10) days after written notice from the Board to the respective Owner to do so.

(h) Without the prior written consent of the Architectural Review Board, nothing shall be done or permitted in any Dwelling Unit or on any Lot which will impair the structural integrity of any of the Common Properties or which would structurally change any of the Common Properties. No Dwelling Unit or Lot shall be used in any unlawful manner or in any manner which might cause injury to the reputation of the Development, or which might be a nuisance, annoyance, inconvenience or damage to other Owners and occupants of Dwelling Units or neighboring property, including, without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speaker, electrical equipment, amplifiers or other equipment or machines or loud persons.

(i) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on, or so as to be visible from, any part of the Common Properties or any public street. The Common Properties shall be kept free

and clear of rubbish, debris and other unsightly materials.

(j) No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise shall be conducted, practiced or permitted on the Real Estate.

(k) No "for sale," "for rent" or "for lease" signs, or other signs, or other window advertising display shall be maintained or permitted on any part of the Real Estate, any Lot or any Dwelling Unit without the prior consent of the Board; provided, however, that the right is reserved by the Declarant (including any builder authorized by the Declarant) and the Board to place or allow to be placed "for sale" or "for lease" signs on or about the Real Estate in connection with any unsold or unoccupied Lots and Dwelling Units and nothing contained herein shall be construed or interpreted to affect or restrict the activities of Declarant (including authorized builders) in the marketing, advertising or sale of Lots or Dwelling Units as a part of the development of the Development.

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

(m) No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini bikes, mopeds, or any other vehicles of any description other than normal passenger automobiles, shall be permitted, parked or stored anywhere within the Real Estate; provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a

garage. No repair work shall be done on the Real Estate on any vehicles, including passenger vehicles.

(n) No Owner shall remove any tree planted by the Declarant for a period of two years after first occupancy of a Dwelling Unit without the prior written approval of the Board.

(o) Each Owner shall keep his Lot in good order, condition, and repair and free of debris, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot shall fail to so maintain his Lot, the Corporation, after notice to the Owner, shall have the right to enter upon such Lot to correct, repair, maintain and restore the Lot. All costs incurred by the Corporation related to such correction, repair, maintenance or restoration shall be and constitute a Special Assessment against such Lot, payable by the Owner upon demand by the Corporation.

(p) All garbage, trash and refuse shall be stored in appropriate containers inside the Dwelling Units (including garages) and shall be kept therein until not earlier than sundown of the evening before scheduled trash collection. Garbage, trash and refuse shall be placed in sealed disposable plastic bags or other containers approved by the Board for scheduled trash collection and shall be placed at such locations for trash collection as are designated by the Board.

(q) No outbuildings of any type, pools, either located in the ground or above ground, swing sets, slides, climbing bars or other playground-type equipment shall be located anywhere on a Lot.

(r) So long as any Zoning Covenants are in effect, no use shall be made of any part of the Real Estate which violates such Covenants, and all Owners, members of their families, their guests, tenants, invitees and all occupants or other parties entitled to use or who may use any part of the Real Estate shall at all times fully

comply with, the terms, covenants, provisions, conditions, limitations, restrictions and requirements contained and described in the Zoning Covenants. Notwithstanding anything to the contrary contained herein or otherwise, this subparagraph (o) may not be amended or modified in any manner whatsoever without the prior written consent of the Declarant (so long as it owns any part of the Real Estate or any Lots) and of any and all parties who, at any time may have the right to enforce or prevent violations of, or the right to approve any changes in, the terms, covenants, provision, conditions, limitations, restrictions and requirements contained and described in the Zoning Covenants; except that, notwithstanding the immediately preceding clause, the Declarant shall have the right to amend the Zoning Covenants in any manner therein permitted or described without the consent or approval of any other party at any time having any interest in any part of the Real Estate.

(s) Common Properties shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. Absolutely no fishing, swimming or boating shall be allowed in or on any lake or other body of water located within the Common Properties.

Notwithstanding anything to the contrary contained herein or in the Articles or By-Laws, including but not limited to any covenants and restrictions set forth herein or otherwise, the Declarant shall have, until the Applicable Date, the right to use and maintain the Common Properties and any Lots and Dwelling Units owned by the Declarant and other portions of the Real Estate (other than individual Dwelling Units and Lots owned by Persons other than the Declarant), all of such number and size and at such locations as the Declarant in its sole discretion may determine, may deem advisable or necessary to aid in the construction and

sale of Lots and Dwelling Units or for the conducting of any business or activity attendant thereto, including but not limited to, model Dwelling Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. The Declarant shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any of such facilities so used or maintained by the Declarant be or become part of the Common Properties, unless so designated by the Declarant, and the Declarant shall have the right to remove the same from the Real Estate at any time.

ARTICLE XV
Amendment of Declaration

Section 1. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(a) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

(b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

(c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws.

(d) Adoption. Any proposed amendment to this Declaration must be approved during the first twenty years by a vote of the Owners to which not less than seventy-five percent (75%) of the votes of the Corporation are allocated and thereafter by sixty-seven percent (67%) of such Owners. The instrument of amendment must be signed by such Owners and recorded. In the event any Lot or Dwelling Unit is subject to a first mortgage, the

Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.

(e) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Corporation and shall be recorded in the Office of the Recorder of Hancock County, Indiana, and such amendment shall not become effective until so recorded.

Section 2. Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Corporation, the Board of Directors, any Mortgagees or any other Person to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this Declaration into compliance with any statutory requirements or (d) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to any amendments described in this Section 2 on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and

acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record any such amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section 2 shall terminate at such time as the Declarant no longer holds or controls title to any part or portion of the Real Estate.

ARTICLE XVI
Acceptance and Ratification

All present and future Owners, Mortgagees, tenants and occupants of the Lots and Dwelling Units, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles, the By-Laws and the rules and regulations as adopted by the Board of Directors, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot or Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Articles, the By-Laws and rules and regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any Person having at any time any interest or estate in a Lot or Dwelling Unit or the Real Estate, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may own, occupy, use, enjoy or control a Lot or Dwelling Unit or any part of the Real Estate in any manner shall be subject to this Declaration, the Articles, the By-Laws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

ARTICLE XVII
Negligence

Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his

negligence or by that of any member of his family or his or their guests, employees, agents, invitees or lessees.

ARTICLE XVIII
Benefit and Enforcement

This Declaration and the Restrictions shall run with and bind the Real Estate for a term commencing on the date this Declaration is recorded in the Office of the Recorder of Hancock County, Indiana and expiring December 31, 2017, after which time they shall be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then Owners of the Lots it is agreed to change this Declaration or the Restrictions in whole or in part, or to terminate the same.

In the event of a violation, or threatened violation, of any of the covenants, conditions or restrictions set forth in this Declaration, the Declarant (so long as the Declarant remains an owner of any part of the Real Estate), the Board, or any Owner shall have the right to enforce the covenants, conditions and restrictions contained herein and to pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof. The failure or delay at any time of the Declarant, the Corporation, the Owners, or any other Person entitled to enforce this Declaration and the Restrictions, to enforce any of the same shall in no event be deemed a waiver of the same or of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

ARTICLE XIX
Miscellaneous

Section 1. Costs and Attorneys' Fees. In any proceeding arising out of the failure of an Owner to make any payments required by this Declaration, the Articles or the By-Laws, or to comply with any provision of this Declaration, the Articles, the By-Laws, or the rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Corporation shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.

Section 2. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Properties or by abandonment of his Lot or Dwelling Unit.

Section 3. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provisions of this Declaration, the Articles or the By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles or the By-Laws and each shall be enforceable to the greatest extent permitted by law.

Section 4. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

Section 5. Interpretation. The captions and titles of the various articles, sections, sub-sections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

IN WITNESS WHEREOF, Justus Home Builders, Inc., the Declarant, has caused the execution of this Declaration on the day and year first hereinabove set forth.

JUSTUS HOME BUILDERS, INC.,
an Indiana corporation

By _____
Signature

Vice President
Printed Name and Title

ATTEST:

_____
Signature

Real Estate Manager
Printed Name and Title

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me personally appeared Walter E. Justus, the Vice President of Justus Home Builders, Inc., an Indiana corporation, who, being duly sworn, acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions of Fieldstone this 26th day of November, 1996, as his free and duly authorized act and deed in such capacity.

WITNESS my hand and official seal:

Brenda Gallo
Notary Public Signature

Brenda Gallo
Notary Public Printed Name

Commission Expires: 12/12/98

County of Residence: Marion

SJH/Justus/Fieldstone/Declaration/11/20/96

This instrument prepared by Stephen J. Harms, Suite 1168 Market Square Center, 151 North Delaware St., Indianapolis, Indiana, 46204, (317) 231-2291.

9613034

Greenfield / Fieldstone Property

Exhibit A

A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND A PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 34, TOWNSHIP 16 NORTH, RANGE 7 EAST IN CENTER TOWNSHIP, HANCOCK COUNTY, INDIANA; SAID PARTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS MONUMENT MARKING THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 1325.42 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST CONTINUING ALONG SAID WEST LINE A DISTANCE OF 558.00 FEET TO THE NORTHWEST CORNER OF A 28.2 ACRE TRACT OF LAND CONVEYED TO DARYL D. PETER, ET.AL. PER INSTRUMENT NO. 83-0094 IN THE OFFICE OF THE RECORDER OF SAID HANCOCK COUNTY, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION (THE NEXT FIVE (5) CALLS ARE ALONG THE BOUNDARIES OF SAID 28.2 ACRE TRACT IN IT'S ENTIRETY); NORTH 89 DEGREES 54 MINUTES 26 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4 A DISTANCE OF 1337.77 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4; SOUTH 00 DEGREES 00 MINUTES 04 SECONDS WEST ALONG SAID EAST LINE AND ALONG THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 940.61 FEET TO A POINT THAT IS 169.50 FEET DISTANT SOUTHERLY, MEASURED ALONG THE SOUTHERLY EXTENSION OF SAID EAST LINE FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES 54 MINUTES 26 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4 A DISTANCE OF 1337.97 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4; NORTH 00 DEGREES 04 MINUTES 28 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 173.20 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4; NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 767.41 FEET TO THE POINT OF BEGINNING. CONTAINING 28.887 ACRES MORE OR LESS. SUBJECT TO ALL LEGAL HIGHWAYS, RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.

2-10-11

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF FIELDSTONE

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of Fieldstone, dated as of the 14th day of February, 1997, amends the original Declaration of Covenants, Conditions and Restrictions of Fieldstone (hereinafter referred to as "the Declaration") dated as of November 26, 1996, and recorded as Instrument No. 96-13034, in the office of the Recorder of Hancock County, Indiana as follows:

97FEB 18 AM 8:48

9701493

1. Section 6 to Article X of the Declaration is hereby amended in its entirety to read as follows:

"Section 6. Initial Budgets and Assessments. Notwithstanding anything to the contrary contained herein, in the Articles, in the By-Laws, in the Act or otherwise, (a) until the Applicable Date (i) the annual budget, Assessment Schedule and all Regular Assessments and Special Assessments shall be established by the Initial Board without meetings of or concurrence by the Owners, and (ii) all Regular Assessments shall be determined for each year by the Initial Board, in its sole discretion, based upon the estimated cash requirements for the Common Expenses for such year, and (b) the Declarant shall not be required to pay any Regular Assessment or Special Assessment, and all other Lot Owners shall be assessed for the same in equal amounts."

2. Except as hereinabove amended, the Declaration shall remain in full force and effect.

97-001493

IN WITNESS WHEREOF, Justus Home Builders, Inc., the Declarant under the Declaration and each of the undersigned, have caused the execution of this First Amendment to Declaration as of the day and year first hereinabove set forth.

Declarant:

JUSTUS HOME BUILDERS, INC.,
an Indiana corporation

By: _____
Signature

WALTER E. JUSTUS / OWNER
Printed Name and Title

Witness

Homeowners:

Russell Bertram
Signature

Russell Bertram
Printed Name

Sandra Bertram
Signature

SANDRA BERTRAM
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

Jane L. Ross
HANCOCK COUNTY RECORDER
97 FEB 18 AM 8:48

9701493

97-01493

1300

(3)

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FIELDSTONE

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Fieldstone, dated as of the 18th day of December, 2000, amends the original Declaration of Covenants, Conditions and Restrictions of Fieldstone (hereinafter referred to as "the Declaration") dated as of November 26, 1996, and recorded as Instrument No. 96-13034, in the office of the Recorder of Hancock County, Indiana as follows:

1. Paragraph (a) of Section 2, Article XII, Casualty Insurance, is hereby amended in its entirety to read as follows:

   The Corporation shall purchase a master casualty insurance policy with an "agreed amount and inflation guard endorsement" and a "blanket building endorsement" affording fire and extended coverage insurance insuring each Dwelling Unit in an amount equal to the full replacement value of the improvements which, in whole or in part, comprise the Dwelling Units. If possible, said policy shall include **all fixtures; all floor, ceiling and wall coverings; and appliances such as those used for refrigerating, ventilating, cooking, dishwashing, trash compacting, laundering, security or housekeeping. Also, if the Board is able to purchase such insurance, the policy should include permanent Owner (unit holder) improvements or additions, such as sunrooms, enclosed or screened-in porches, decks, patios, fences and skylights. The master casualty insurance policy will exclude any personal property owned by any Owner whether located on any Lot, in any Dwelling Unit or elsewhere**. If the Board of Directors can obtain such coverage for reasonable amounts, it shall also obtain "all risk" coverage, excluding flood and earthquake coverage, **unless flood and earthquake coverage is deemed feasible by the Board**. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall endeavor to purchase such additional insurance as is necessary to provide the insurance required and/or requested above. If deemed advisable by the Board, the Board may cause such replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall be for the benefit of each Owner and, if applicable, the Mortgagee of each such Owner.

   Paragraphs (b) and (c) of Section 2, Article XII, Casualty Insurance, remain unchanged.

2. Except as hereinabove amended, the Declaration shall remain in full force and effect.

HANCOCK COUNTY RECORDER
01 FEB 21 AM 8:49
010929

IN WITNESS WHEREOF, Justus Home Builders, Inc, the Declarant under the Declaration, and each of the undersigned have caused the execution of this Second Amendment to Declaration as of the day and year first hereinabove set forth.

Declarant:

JUSTUS HOME BUILDERS, INC.,
An Indiana Corporation

Witness

By: _____
Walter E. Justus, President

Acknowledged and Accepted By:
Fieldstone Homeowners' Association, Inc.

By: Walter E. Justus, President

By: Sam Craig, Secretary

State of IN
County of Marion
Subscribed to before me, a Notary Public in the State of Indiana, on the 18th day of December, 2000.

Brenda Gallo, Notary Public
My Commission Expires: 1/6/07
My County of Residence: Marion

Homeowners:

See Exhibit "A"
SIGNATURE

See Exhibit "A"
PRINTED NAME

By signing and approving this Second Amendment to the Covenants, the Owner hereby acknowledges that a Notice of Meeting and Meeting of the Owners has been waived. The Owner consents to the approval of this Second Amendment by mail.

HANCOCK COUNTY RECORDER
01 FEB 21 AM 9:49
0101929

Cindy Grass
HANCOCK COUNTY RECORDER

0101929 01 FEB 21 AM 9:49

EXHIBIT "A" TO SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FIELDSTONE

In compliance with the Covenants, Conditions and Restrictions of Fieldstone, the Owners of the Corporation approved the attached Second Amendment to Declaration, dated December 18, 2000, by a majority vote of the Owners. As required by the Covenants, at least 75% of the Lots were allocated for this vote, and at least 67% of those Lot Owners, including Declarant, approved the Second Amendment as proposed. The final vote tally was as follows:

93% of the Owners Approved the Second Amendment
7% of the Owners Abstained from Voting

In accordance with said vote, the Second Amendment is hereby approved and will be recorded in Hancock County, State of Indiana. The signatures of each consenting Owner are currently on file at the office of the Corporation, Fieldstone Homeowners' Association, Inc., which is currently located at 1398 N. Shadeland Avenue, Indianapolis, Indiana 46219.