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HENDRICKS COUNTY RECORDER

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

OF

THE HOMESTEAD OF SARATOGA

Requested By: kcd 03/10/2006

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DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

OF

THE HOMESTEAD OF SARATOGA

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS OF THE HOMESTEAD OF SARATOGA (the "Declaration"), is made this 5th day of June, 1995, by SARATOGA ASSOCIATES, LLC, an Indiana limited liability company (hereinafter referred to as "Declarant");

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real estate in Hendricks County, Indiana, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Real Estate"). The deed conveying the Real Estate to Declarant was recorded in Book 339, page 755, as Instrument No. 2511 in the office of the Recorder of Hendricks County, Indiana;

WHEREAS, Declarant desires and intends to subdivide the Real Estate into residential lots in order to create a residential community to be known as "The Homestead of Saratoga";

WHEREAS, before so subdividing the Real Estate, Declarant desires to subject the Real Estate to certain easements, covenants, restrictions, reserved rights, assessments, charges and liens as provided herein for the benefit of the Real Estate and each owner of all or any part thereof;

WHEREAS, Declarant further desires to create an organization to own the Common Areas (hereinafter defined), to provide for the improvement, maintenance, repair and replacement of the Common Areas and certain easements created herein and the facilities located therein or thereon, to administer and enforce the covenants and restrictions contained in this Declaration, to collect and disburse the assessments and charges imposed and created hereby, and generally to promote the welfare and interests of the owners of all or any part of the Real Estate;

WHEREAS, Declarant has caused or will cause to be incorporated under the laws of the State of Indiana a nonprofit corporation under the name "Homestead of Saratoga Owners Association, Inc.," or a similar name, for the purpose of exercising the foregoing functions; and

WHEREAS, Declarant may from time to time subject additional real estate to the provisions of this Declaration as provided herein;

NOW, THEREFORE, Declarant hereby declares that the Real Estate, and any additional real estate as may by subsequent amendment be subjected to this Declaration as provided herein, shall be held, sold and conveyed subject to the following easements,

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covenants and restrictions which shall run with the land and shall be binding on, and inure to the benefit of, all persons or entities now or hereafter having any right, title, or interest in the Real Estate or any part thereof, and their heirs, successors and assigns. Declarant hereby reserves the right and privilege to subject Additional Land (as hereinafter defined) to the terms and provisions of this Declaration by recording with the Recorder of Hendricks County, Indiana, an amendment or supplement to this Declaration making reference to the terms and provisions hereof and stating that such Additional Land is subject to the provisions hereof. Such amendment or supplement shall not require the vote or approval of any Owners (as hereinafter defined). Any such Additional Land, from and after being so subjected to the provisions of this Declaration, shall be deemed a part of the Real Estate for all purposes of this Declaration. Declarant further reserves certain other rights as more specifically set forth herein.

ARTICLE I

DEFINITIONS

Section 1.1. Additional Land. "Additional Land" means any real estate now owned or hereafter acquired by Declarant and located adjacent to the Real Estate as described in Exhibit A or as augmented by any additional real estate subjected to the provisions of this Declaration as provided above, which real estate is subject to Declarant's unilateral right reserved above to subject the same to the provisions of this Declaration.

Section 1.2. Adjoining Neighborhood Property. "Adjoining Neighborhood Property" has the meaning set forth in Section 2.1.

Section 1.3. Applicable Date. "Applicable Date" means the date determined pursuant to Section 3.3 of this Declaration.

Section 1.4. Association. "Association" means Homestead of Saratoga Owners Association, Inc., or an organization of similar name, formed, or to be formed, as an Indiana nonprofit corporation, its successors and assigns.

Section 1.5. Board of Directors. "Board of Directors" means the board of directors of the Association.

Section 1.6. Boundary Fence. "Boundary Fence" means the fence installed by Declarant along (± 1 foot) the boundary of the Real Estate and the subdivision known as Plainfield Manor, the plat of which is recorded in Plat Book 8, page 70 in the office of the Recorder of Hendricks County, Indiana.

Section 1.7. Committee. "Committee" means the Architectural Control Committee" established pursuant to Section 4.1 of this Declaration.

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Section 1.8. Common Areas. "Common Areas" means all portions of the Real Estate (including improvements thereto) shown on any Plat which are not Lots and which are not dedicated to the public.

Section 1.9. Common Expenses. "Common Expenses" means (i) expenses of administration of the Association, (ii) expenses of and in connection with the improvement, maintenance, repair or replacement of the Common Areas and the performance of any other responsibilities and duties of the Association provided herein, (iii) assessments imposed by the Master Declaration with respect to the Real Estate, (iv) all sums lawfully assessed against the Owners by the Association and (v) all sums declared by this Declaration to be Common Expenses.

Section 1.10. Declarant. "Declarant" means Saratoga Associates, LLC, an Indiana limited liability company, and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Declarant hereunder, including (but not limited to) 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.

Section 1.11. Development Period. "Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the later of the following: (i) the date Declarant no longer owns any Lot within or upon the Real Estate or (ii) the date which is three (3) years after the date on which all improvements and installations required by Section 5.3 of the Plainfield Subdivision Regulations, as amended, have been completed and, if applicable, accepted for public maintenance by any appropriate governmental unit or agency thereof.

Section 1.12. Entry Sign. "Entry Sign" means any sign or structure identifying The Homestead of Saratoga and the landscaping associated therewith installed by Declarant or the Association in any landscape island located in any public right of way within and upon the Real Estate or in a public right of way or a Landscape Easement or Thoroughfare Landscape Easement (as that term is defined in the Master Declaration) within and upon the Real Estate.

Section 1.13. Landscape Easement. "Landscape Easement" means that area designated on any Plat as a Landscape Easement, either separately or in combination with any other easement designated on such Plat.

Section 1.14. Lot. "Lot" means any numbered parcel of land shown and identified as a Lot on any Plat.

Section 1.15. Master Declaration. "Master Declaration" means the Declaration of Easements, Covenants and Restrictions of Saratoga in the Town of Plainfield recorded in Book _____, page _____, as Instrument No. _____ in the office of the Recorder of Hendricks County, Indiana (as the same may be amended or supplemented from time to time). Reference is made

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to the Master Declaration for a description of the rights, restrictions and obligations associated with the Thoroughfare Landscape Easements, Pathway Easements, Drainage Easements, Utility Easements and Sidewalk Easements identified on any Plat.

Section 1.16. Mortgagee. "Mortgagee" means the holder of a recorded first mortgage lien on any Lot.

Section 1.17. Owner. "Owner" means the record owner, whether one or more persons or entities, of fee-simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless specifically indicated to the contrary. The term Owner as used herein shall include Declarant so long as Declarant shall own any Lot.

Section 1.18. Plat. "Plat" means the subdivision plat of the Real Estate (as described in Exhibit A), as hereafter recorded in the Office of the Recorder of Hendricks County, Indiana (as the same may be amended or supplemented from time to time), and any subdivision plat(s) for any Additional Land hereafter subjected to the provisions of this Declaration, which subdivision plats are hereafter recorded in the Office of the Recorder of Hendricks County, Indiana (as the same may be amended or supplemented from time to time).

Section 1.19. Regular Assessments. "Regular Assessments" has the meaning set forth in Section 5.1 of this Declaration.

Section 1.20. Special Assessments. "Special Assessments" has the meaning set forth in Section 5.1 of this Declaration.

ARTICLE II

EASEMENTS AND RESTRICTIONS

Section 2.1. Owners' Easement of Enjoyment of Common Areas. Declarant hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas which shall run with and be appurtenant to each Lot, subject to the following:

(i) the right of the Declarant (prior to conveyance of the Common Areas to the Association) to grant nonexclusive easements appurtenant to and for the benefit of other real estate in the vicinity of the Real Estate ("Adjoining Neighborhood Property") for the use and enjoyment of the Common Areas by the owners from time to time of all or any part of such Adjoining Neighborhood Property upon and subject to the terms and conditions of such grant, which terms and conditions shall include an obligation to contribute to the cost of the maintenance and repair of such Common Areas;

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(ii) the right of the Declarant (prior to conveyance of the Common Areas to the Association) to grant easements in and to the Common Areas to any political subdivision or governmental authority or public utility company;

(iii) the right of the Association (after conveyance of the Common Areas to the Association by Declarant) to dedicate or transfer all or any part of the Common Areas to any political subdivision or governmental authority or public utility company for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer, upon approval of two-thirds (2/3) in the aggregate of both classes of members of the Association;

(iv) any other easements declared, created, granted or reserved elsewhere in this Declaration or in any Plat; and

(v) the terms and provisions of this Declaration.

Neither Declarant nor the Association shall be responsible for any loss, damage or injury to property or injury or death to persons arising out of the use of the Common Areas and any equipment and facilities installed by Declarant or the Association therein or thereon. The Common Areas and all such equipment and facilities shall be used at the sole risk of the user.

Section 2.2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws and any reasonable rules and regulations promulgated from time to time by the Board of Directors, his right of enjoyment of the Common Areas to his family members or tenants who reside on the Lot or to any guests when accompanied by such Owner, family member or tenant.

Section 2.3. Conveyance of Common Areas. Prior to the conveyance of the last Lot by Declarant, Declarant shall convey all of its right, title and interest in and to the Common Areas to the Association by quitclaim deed, and such Common Areas shall then be the property of the Association.

Section 2.4. Easements.

A. Landscape Easements. Declarant hereby declares, creates, grants and reserves the Landscape Easements as nonexclusive easements (i) for the use of Declarant during the Development Period for access to and the installation or removal of the Boundary Fence in the Landscape Easement along the boundary of the Real Estate and the subdivision known as Plainfield Manor and for access to and the installation or removal of Entry Signs, earth mounds, landscaping, and other landscaping improvements, (ii) for the use of the Association for access to and the installation, maintenance, repair or replacement of the Boundary Fence, Entry Signs, earth mounds, landscaping, and other landscaping improvements, and (iii) otherwise for the preservation and maintenance

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of trees planted within the Landscape Easement along the boundary of the Real Estate and the subdivision known as Plainfield Manor as required by the following provisions of this paragraph A. Except for the Boundary Fence and Entry Signs, no structures or fences shall be erected or maintained in or upon said Landscape Easements; provided, however, that the Owner of a Lot may install a fence in that portion of a Landscape Easement on such Owner's Lot which is not part of a Drainage Easement, Utility Easement or Sidewalk Easement (as those terms are defined in the Master Declaration) if plans therefor are first approved by the Committee as provided in Section 4.2 of this Declaration. In addition, no improvements of any kind (other than fences permitted pursuant to the foregoing sentence) shall be installed by any Owner in or upon any Landscape Easement along the boundary of the Real Estate and the subdivision known as Plainfield Manor.

Each Owner of a Lot subject to a Landscape Easement shall mow, water and otherwise maintain the lawn within any Landscape Easement on such Owner's Lot in good condition and shall at all times keep the same free from litter and the growth of weeds or other unsightly vegetation. In addition, promptly following conveyance of a Lot which shares a boundary with the subdivision known as Plainfield Manor from Declarant to an Owner other than Declarant (or any entity related to Declarant), such Owner shall plant within the Landscape Easement on such Owner's Lot along such boundary with Plainfield Manor a minimum of five trees, three of which shall be evergreens, for each one hundred (100) feet in length of said Landscape Easement on said Lot. The trees to be planted shall be selected from a list of approved species for planting in the Landscape Easement established by the Committee, and the size of the trees to be planted and the planting plan shall be approved by the Committee as provided in Section 4.2 of this Declaration. Thereafter, each Owner of a Lot which shares a boundary with the subdivision known as Plainfield Manor shall maintain the trees planted in the Landscape Easement on said Owner's Lot along said boundary in good condition and, if necessary, replace any dead or diseased trees with trees approved by the Committee.

No trees planted in the Landscape Easement along the boundary with the subdivision known as Plainfield Manor, other than dead or diseased trees, shall be removed from said Landscape Easement. In the event an Owner fails to plant, maintain or replace any trees within the Landscape Easement on such Owner's Lot or to maintain the lawn within the Landscape Easement on such Owner's Lot, all as required by the foregoing provisions of this paragraph A, the Association shall have the right (but not the obligation) through its agents, employees and contractors to enter upon said Lot and perform such obligations of the Owner, at the Owner's expense. Any costs incurred by the Association shall constitute a special assessment against such Lot and the Owner thereof to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association, nor any of its agents, employees or contractors shall be liable to the Owner for any damage which may result from work performed pursuant to this paragraph A.

B. Declarant's Reserved Rights. Notwithstanding any provisions contained in this Declaration to the contrary, Declarant hereby reserves the nonexclusive

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right, privilege and easement in, on, over, under and across the entirety of the Real Estate, to tie into and/or otherwise connect to and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services, including (without limitation) cable television service, and drainage lines and facilities constructed or installed in, on, under and/or over all or any portion of the Real Estate.

Section 2.5. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations (not inconsistent with the provisions of this Declaration) concerning the use of the Common Areas and the facilities located thereon and for the enforcement of the provision of this Declaration. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of any such rules and regulations. Such rules and regulations shall be binding upon the Owners, their family members, tenants, guests, invitees and agents until and unless such rules or regulations shall be specifically overruled, cancelled or modified by the Board of Directors or by the Association in a regular or special meeting by the vote of members holding a majority of the total votes of the Association. The Board of Directors shall have the authority to impose reasonable monetary fines and other sanctions for any violation of such rules and regulations, and monetary fines shall be and constitute a special assessment against the Owner against whom it is imposed and his Lot, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

Section 2.6. Restrictions.

A. Lot Use. All Lots shall be used exclusively for residential purposes and for occupancy by a single family. No business building shall be erected on any Lot, and no trade or business of any kind may be conducted on any Lot. Nothing in this paragraph A shall be deemed to preclude an Owner from maintaining an office in his residence for use in connection with the conduct of his business, as long as members of the public are not invited to the office for business purposes, no sign is erected in connection therewith and no employees of the Owner's business use the residence.

B. Building Size. The ground floor area of the residence, exclusive of open porches, basements, and garages and other attached accessory buildings, shall not be less than 1500 square feet in the case of a one-story structure, nor less than 900 square feet in the case of a multiple story structure; provided, no residence of more than one story shall have less than an aggregate of 1700 square feet of finished and livable floor area.

C. Building Height. The maximum building height of the residence erected on a Lot shall not exceed 35 feet. The maximum building height of any accessory structure erected on a Lot shall not exceed 20 feet. The building height of the residence or accessory structure for purposes of the foregoing restriction shall be the vertical distance measured from the highest point of the proposed finished grade at the perimeter

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of the residence or accessory structure (as the case may be) to the highest point of the roof of the residence or accessory structure (as the case may be).

D. Building Placement. Building setback lines are established on the Plat(s) of the Real Estate. No building shall be erected or maintained between the established setback lines and the Lot lines of said Lot. No building shall be erected closer to the side of any Lot than 6 feet (unless a greater setback line is established on any Plat). In the event a building is erected on more than one Lot, this restriction shall apply to the side lines of the extreme boundary of the multiple Lots.

E. Mailboxes. The Committee will designate a standard mailbox and post design for all Lots. Each Owner of a Lot shall cause such standard mailbox and post to be installed and maintained at such Owner's expense.

F. Driveway Lighting. The Committee will designate a standard driveway light fixture for all Lots and may designate a standard location for such driveway light fixtures. Each Owner of a Lot shall cause such standard driveway light fixture to be installed and maintained at such Owner's expense. Driveway light fixtures shall be on and illuminated from dusk to dawn, unless the Association shall provide otherwise by rule or regulation.

G. Driveways. All driveways shall be hard-surfaced from the point of connection with the abutting street to the point of connection with the garage apron and shall be totally completed prior to occupancy of the residence.

H. Windows. All residences shall have windows on each side of such residence unless the Committee grants a special exception based on architectural features or landscaping along such side of the residence.

I. Swimming Pools. No above-ground swimming pools shall be permitted on any Lot.

J. Garages and Accessory Structures. All residences shall have an attached garage which will accommodate at least two (2) automobiles. No structure shall be erected, placed or permitted to remain upon any Lot, except a single family residence and such structures and facilities (other than detached storage structures) as are usual and customary accessory structures to a single family residence. No detached storage structure (i.e., minibarns and similar structures) shall be erected or placed on any Lot. No accessory structure shall be constructed or installed on any Lot except in accordance with plans therefor approved by the Committee as provided in Section 4.2 of this Declaration.

K. Exterior Materials. The colors of exterior building materials used on the buildings on a Lot may be limited by the Committee to a certain color range or palette. Loud or garish colors of brick, trim, siding or roofing are prohibited.

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L. Diligence in Construction. Every building whose construction or placement on any Lot is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than forty-five (45) days from the time of such destruction or damage.

M. Maintenance of Lots and Improvements. The Owner of a Lot shall at all times maintain the Lot and the exterior of any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly, and, specifically, such Owner shall:

(i) Mow and water the grass on the Lot and on any portion of the public right of way adjacent to the Lot (i.e., that portion of the public right of way between the curb and the Lot line) and provide fertilizer and weed control at such times as may be reasonably required in order to prevent the growth of weeds or other unsightly vegetation.

(ii) Remove all debris or rubbish from the Lot.

(iii) Cut down and remove dead or diseased trees from the Lot.

(iv) Keep the exterior of all improvements on the Lot in good repair and condition.

(v) Prevent the existence of any other condition on the Lot that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate.

In addition, the Owner shall maintain trees planted in the public right of way adjacent to such Owner's Lot or in any Landscape Easements on such Owner's Lot and replace the same if they die or become diseased. The foregoing maintenance responsibilities shall not apply to any trees or other landscaping within the public right of way for Saratoga Parkway or within a Thoroughfare Landscape Easement (as that term is defined in the Master Declaration), the maintenance of which shall be the responsibility of the Association established pursuant to the Master Declaration.

In the event the Owner of any Lot fails to so perform his maintenance obligations pursuant to this paragraph M in a manner satisfactory to the Association, the Association shall have the right (but not the obligation), through its agents, employees and contractors, to perform such obligations at the Owner's expense. Any costs incurred by the Association shall constitute a special assessment against such Lot and the Owner thereof, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable to the Owner for any damage which may result from any work performed pursuant to this paragraph M.

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N. Nuisances. No noxious or offensive activities shall be carried on on any Lot; nor shall anything be done on any Lot that shall become or be an unreasonable annoyance or nuisance to the Owner of any other Lot. Any violation of this paragraph constitutes a nuisance which may be abated by the Association in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees, shall constitute a special assessment against such Lot and the Owner thereof, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable to the Owner for any damage which may result from any work performed hereunder.

O. Occupancy of Partially Completed Residence Prohibited. No residence constructed on any Lot shall be occupied or used for residential purposes until it shall have been substantially completed. The determination of whether the residence shall have been substantially completed shall be made by the Committee, and such decision shall be binding on all parties.

P. General Prohibitions. In addition to any restrictions or limitations contained elsewhere in this Declaration, the following limitations, restrictions and prohibitions shall apply to the use and occupancy of the Real Estate:

(i) Signs. No signs or advertisements shall be displayed or placed on any Lot without the prior written approval of the Committee, other than signs provided by Declarant or the Association and/or one sign of not more than six (6) square feet for the purpose of advertising the Lot and/or residence thereon for sale.

(ii) Decorative Lawn Ornaments. Decorative lawn ornaments shall not be placed in the front or side yards of any Lot.

(iii) Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that normal household pets may be kept in reasonable numbers subject to rules and regulations established by the Board of Directors (provided that such pets are not kept, bred, or maintained for any commercial purpose).

(iv) Vehicle Parking. No motor homes, campers, boats, trailers, recreational vehicles or similar vehicles shall be parked or stored on any Lot, unless the same are parked in a garage with the door closed. No vehicle shall be repaired or restored on any Lot, except in a garage with the door closed. Inoperable vehicles shall not be allowed to remain on any Lot or street, except only to the extent necessary to enable movement to a proper repair facility. To the extent permitted by applicable laws and ordinances, parking is prohibited at all times within the cul-de-sac loops of any street within and upon the Real Estate, and overnight parking is prohibited on all streets.

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(v) Garbage, Trash and Other Refuse. No Owner shall burn garbage or other refuse on his Lot, nor shall any such Owner accumulate out-of-doors any such refuse on his Lot. Rubbish, garbage or other waste shall at all times be kept in sanitary containers.

(vi) Outside Storage. Except for construction materials and equipment used by the builder during the construction of the residence on the Lot, all construction materials and equipment, lawn equipment and similar items shall be stored at all times when not in use in enclosed storage areas or accessory buildings.

(vii) Temporary Structures. No trailers or temporary storage sheds shall be erected or situated on any Lot, except that used by the builder during the construction of the residence on the Lot.

(viii) Satellite Dishes and Outside Speakers. No satellite dishes or outside speakers shall be installed or permitted on any Lot, except satellite dishes eighteen (18) inches or less in diameter which may be installed only at locations approved by the Committee.

(ix) Antennas and Solar Heat Panels. Except as approved by the Committee as provided in Section 4.2, no exposed antennas or solar heat panels shall be installed or permitted on any Lot.

(x) Awnings. No metal, fiberglass or similar type material awnings or patio covers shall be permitted on any Lot.

(xi) Fences. No fences shall be installed in front of the front corner of the residence that is furthest back from the street. No fences shall be installed on any Lot abutting Saratoga Parkway closer than thirty (30) feet to the right of way line for Saratoga Parkway. Any fences not prohibited by the foregoing provisions of this subparagraph (xi) shall be installed only with the prior written approval of the Committee as provided in Section 4.2.

(xii) Lot Access. All Lots shall be accessed from the interior street areas of the subdivision. No Lot access is permitted from Saratoga Parkway.

(xiii) Tree Preservation. No trees, other than dead or diseased trees, shall be removed from any Lot without the prior written approval of the Committee as provided in Section 4.2.

Q. Prohibition Against Granting Other Easements. Without the prior written approval of the Committee, an Owner shall not grant any easements to any third party, including public utility companies, political subdivisions or governmental authorities,

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for the purposes of providing water, sanitary sewer or stormwater drainage for a property other than such Owner's Lot; provided nothing in this paragraph Q shall be deemed to restrict or otherwise limit Declarant's rights under Section 2.4B of this Declaration.

Section 2.7. Street Lighting. Declarant or the Town of Plainfield, Indiana, may (but shall not be obligated to) provide street lighting for any streets located within the Real Estate in connection with the initial development of the Real Estate. If Declarant or the Town of Plainfield provides such street lighting, any additional street lighting desired by the Owners shall be installed by the Association at its cost, which cost shall be paid by the Association as a Common Expense.

ARTICLE III

ASSOCIATION

Section 3.1. Membership. Each Owner shall, automatically upon becoming an Owner, be and become a member of the Association and shall remain a member of the Association until such time as his ownership of a Lot ceases, at which time his membership will terminate and the new Owner of his Lot shall be and become a member of the Association.

Section 3.2. Classes of Membership. The Association shall have two (2) classes of membership, as follows:

(i) Class A Members. Class A members shall be all Owners other than Declarant (unless the Class B membership has been converted to Class A membership as provided in the following paragraph (ii), in which event Declarant shall then be a Class A member).

(ii) Class B Members. The Class B member shall be the Declarant. The Class B membership shall cease and terminate and be converted to Class A membership upon the "Applicable Date" (as such term is hereinafter defined in Section 3.3):

Section 3.3. Voting Rights. Each class of membership of the Association shall have the respective voting rights set forth in this Section 3.3.

(i) As used herein, the term "Applicable Date" shall mean the date which is the earlier of (a) the date on which the written resignation of Declarant as a Class B member is delivered to the Secretary of the Association or (b) the date Declarant no longer owns any Lot.

(ii) Except for matters which this Declaration expressly provides shall be approved by both classes of members of the Association and until the Applicable Date, the Class B membership shall exercise all voting rights

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with respect to any matter submitted to a vote of the members of the Association and shall have one (1) vote for each Lot of which Declarant is the Owner.

(iii) From and after the Applicable Date and for each matter which this Declaration expressly provides shall be approved by both classes of members of the Association, each Class A member shall be entitled to one (1) vote for each Lot of which such member is the Owner. Where more than one person or entity constitutes the Owner of a particular Lot, all such persons or entities shall be members of the Association, but the vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves, but in no event shall more than one (1) vote be cast with respect to such Lot. Until the Applicable Date, except for each matter which this Declaration expressly provides shall be approved by both classes of members of the Association, the Class A membership shall have no votes with respect to any matter submitted to a vote of the members of the Association.

Section 3.4. Board of Directors. The Board of Directors shall manage the affairs of the Association.

Section 3.5. Professional Management. No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause, without any termination fee, on written notice of ninety (90) days or less.

Section 3.6. Responsibilities of the Association. The responsibilities of the Association include, but shall not be limited to:

(i) The administration and enforcement of the covenants and restrictions contained in this Declaration.

(ii) The maintenance and upkeep of the Common Areas (including the landscape islands located in any public right of way within and upon the Real Estate), the Boundary Fence, the Entry Signs and, except to the extent the same is the responsibility of an Owner pursuant to the terms of this Declaration, the Landscape Easements.

(iii) Procuring and maintaining for the benefit of the Association, its Board of Directors and the Owners the insurance coverages required by this Declaration and such other insurance as the Association deems necessary or advisable.

(iv) Payment of taxes, if any, assessed against and payable with respect to the Common Areas.

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(v) Assessment and collection from the Owners of the Common Expenses and collection of expenses of the maintenance and repair of the Common Areas from the owners of the Adjoining Neighborhood Property if such owners have been granted the right to use the Common Areas by Declarant as provided in Section 2.1.

(vi) Contracting for such services as management, snow removal, security control, trash removal or other services as the Association deems necessary or advisable. Nothing contained herein shall be construed to require the Association to provide snow removal or other services.

(vii) From time to time, adopting, amending or rescinding such reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the use and enjoyment of the Common Areas and the management and administration of the Association, as the Association deems necessary or advisable, and enforcement of the same. As part of such rules and regulations, the Association may provide for reasonable interest and late charges on past due installments of any assessments or other charges against any Lot. Copies of such rules and regulations shall be furnished by the Association to the Owners prior to the time when the same shall become effective.

Section 3.7. Compensation. No director of the Association shall receive compensation for his services as such director.

Section 3.8. Non-Liability of Directors and Officers. Neither the directors or officers of the Association nor any members of the Committee shall be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as said directors, officers or Committee members, except for their own individual willful misconduct or gross negligence.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 4.1. Creation. There shall be, and hereby is, created and established the Architectural Control Committee to perform the functions provided for herein. Until the Applicable Date, the Committee shall consist of three (3) members appointed, from time to time, by Declarant and who shall be subject to removal by Declarant at any time with or without cause. After the Applicable Date, the Committee shall be a standing committee of the Association, consisting of three (3) persons appointed, from time to time, by the Board of Directors of the Association.

Section 4.2. Purposes and Powers of Committee. The Committee shall regulate the exterior design, appearance and location of residences, buildings, structures

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or other improvements placed on any Lot and the installation and removal of fences, walls and landscaping on any Lot in such a manner as to preserve and enhance the value and desirability of the Real Estate for the benefit of each Owner, to maintain a harmonious relationship among structures and to provide for the proper functioning of the storm drainage system for the Real Estate. The Committee shall have the right to promulgate, modify and amend at any time and from time to time reasonable rules and regulations for the submission of matters to the Committee for approval. The rules and regulations in effect from time to time shall be available upon request to all Owners and builders who seek to engage in construction upon all or any portion of the Real Estate. Such rules and regulations may set forth additional requirements to those set forth in this Declaration, as long as the same are not inconsistent with this Declaration, and shall be binding on all Owners of any Lot.

(i) In General. No residence, building, structure, fence, wall, patio, or other improvement of any type or kind ("improvements") shall be erected, constructed, placed, modified or altered on any Lot and no clearing, excavation, grading or other site work shall take place on any Lot until plans therefor have been approved in writing by the Committee. Such approval shall include approval of the exterior design and exterior colors and materials. No change shall be made in the exterior colors or materials of any improvement located on a Lot without the prior written approval of the Committee, unless such colors are specifically set forth on the approved list of colors published from time to time by the Committee. Approval of fences or walls may be conditioned upon installation of additional landscaping in order to screen such fence or wall from the view of adjoining property and the set back of such fence from the Lot line. Approval of the Committee shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting such approval. Such written application shall be in the manner and form prescribed from time to time by the Committee and, in the case of new construction or the modification or alteration of existing improvements, shall be accompanied by two (2) complete sets of plans for any such proposed construction, modification or alteration. Such plans shall include (a) site plans showing the location of all improvements existing upon the Lot and the location of the improvement(s) proposed to be constructed or placed upon the Lot, including any sidewalk required to be installed by the Owner pursuant to the Master Declaration, each properly and clearly designated, (b) exterior elevations of all buildings proposed to be constructed upon such Lot, (c) a finish schedule for all exterior surfaces to be constructed (with samples), (d) with respect to the initial construction on the Lot, a grading and drainage plan for the Lot, and (e) a landscaping plan, and, if applicable, a tree removal plan showing existing trees which will be required to be removed in connection with the proposed construction, together with any other information that the Committee may request.

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(ii) Power of Disapproval. The Committee may refuse to grant approvals required under this Article or elsewhere in this Declaration when:

(a) The plans or other information submitted are inadequate or incomplete or show the proposed improvement to be in violation of any provision of this Declaration;

(b) the exterior design (including the roof pitch) of the proposed improvement is not, in the opinion of the Committee, consistent with adjacent improvements or consistent with the general development of the Real Estate as a development of residences having traditional design features;

(c) the exterior finishes are not, in the opinion of the Committee, compatible with finishes on adjacent improvements or appropriate for a development of the type contemplated on the Real Estate or the color range of such finishes is not consistent with the range or palette established by the Committee for the development;

(d) the grading and drainage plan is not, in the opinion of the Committee, compatible with the general storm water drainage plan for the Real Estate;

(e) the landscaping is not, in the opinion of the Committee, appropriate or sufficient; or

(f) the proposed construction, modification or alteration or the proposed tree removal would, in the opinion of the Committee, be contrary to the interests of any other Owner or inconsistent with the preservation and enhancement of the value of the Real Estate.

Section 4.3. Duties of Committee. The Committee shall approve or disapprove any matters submitted to it for approval within fifteen (15) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

Section 4.4. Liability of Committee. The Committee or any member thereof or the Declarant, the Association or any officer, director, agent or employee of any of the foregoing shall not be liable in any way for (i) any defects in any plans, specifications or other materials submitted to it, (ii) any defects in any work done according thereto or (iii)

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any damages arising out of or in connection with the approval or disapproval of any matter by the Committee.

Section 4.5. Inspection. The Committee may inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article IV.

Section 4.6. Nonapplication to Declarant. Notwithstanding the provisions of this Article IV or any other provisions of this Declaration requiring the approval of the Committee, the Declarant, or any entity related to Declarant, shall not be required to apply for or secure the approval of the Committee in connection with any construction, modification or alteration on the Real Estate by Declarant or any entity related to Declarant.

ARTICLE V

ASSESSMENTS

Section 5.1. Creation of Lien and Personal Obligation. Declarant, for each Lot now or hereafter owned by it, hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association (i) regular assessments for Common Expenses ("Regular Assessments") and (ii) special assessments for capital improvements and operating deficits and for special maintenance and repairs ("Special Assessments"). The Regular Assessments may include an amount to be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements which the Association is required to maintain. All such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided and shall be due and payable without relief from valuation and appraisement laws. Such assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time such assessment became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successors in title unless expressly assumed by them. The Association shall, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid assessments or other charges against the Lot. Such statement shall be binding upon the Association as of the date of such statement.

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Section 5.2. Regular Assessments. The Board of Directors shall have the right, power and authority, without any vote of the members of the Association, to fix, from time to time, the Regular Assessments against each Lot at any amount not in excess of the maximum Regular Assessment hereinafter provided:

(i) Until December 31, 1995, the maximum Regular Assessment for a calendar year on any Lot shall not exceed One Hundred Twenty-Five Dollars ($125.00).

(ii) From and after January 1, 1996, the maximum Regular Assessment on a Lot for any calendar year may be increased by not more than ten percent (10%) above the Regular Assessment for the previous calendar year, except as provided in the following subparagraph (iii).

(iii) From and after the Applicable Date, the Board of Directors may fix the Regular Assessment at an amount in excess of the maximum amount specified in subparagraph (ii) above with the approval of a majority of the members of the Association who are voting in person or by proxy at a meeting of the members of the Association duly called for such purpose.

Section 5.3. Special Assessments. The Board of Directors may make Special Assessments against each Lot for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or the cost of special maintenance and repairs or to recover any operating deficits which the Association may from time to time incur after the Applicable Date only with the approval of a majority in the aggregate of both classes of members of the Association who are voting in person or by proxy at a meeting of the members of the Association duly called for such purpose.

Section 5.4. Uniform Rate of Assessment. The Regular Assessments and Special Assessments levied by the Association shall be uniform for all Lots.

Section 5.5. Date of Commencement of Regular Assessments; Due Dates. The Regular Assessments shall commence for each Lot on the first day of the first calendar month following the conveyance of such Lot by Declarant; provided, however, that Declarant may in its sole and absolute discretion delay the starting date for Regular Assessments for any Lot for as long as Declarant deems appropriate, but Regular Assessments shall in all events be payable commencing on the first day of the first calendar month following the date the Lot is occupied for residential purposes. Such first annual Regular Assessment for such Lot shall be prorated based on the number of calendar months then remaining in the annual assessment period. Until the Applicable Date, and notwithstanding anything else contained herein, no Regular Assessments or Special Assessments shall be owed or payable by Declarant with respect to any Lot or shall become a lien on any Lot while such Lot is owned by Declarant, but Declarant shall be obligated to pay any operating deficits the Association may incur prior to the Applicable Date. The Board of Directors of the Association shall fix the amount of the

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Regular Assessment at least thirty (30) days in advance of the annual assessment period. Written notice of the Regular Assessment, any Special Assessments, and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. All assessments shall be due and payable in such manner and on such schedule as the Board of Directors may provide. The Board of Directors may provide for reasonable interest and late charges on past due assessments.

Section 5.6. Failure of Owner to Pay Assessments.

(i) If any Owner shall fail to pay any assessment (or periodic installment of an assessment, if applicable) when due, the lien for such assessment on the Owner's Lot may be foreclosed by the Board of Directors for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. Upon the failure of an Owner to pay any assessment (or a periodic installment of an assessment, if applicable) when due, the Board of Directors may in its discretion accelerate the entire balance of any unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. The Board of Directors may, at its option, bring a suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same.

(ii) Notwithstanding anything contained in this Section 5.6 or elsewhere in this Declaration, any sale or transfer of a Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any assessments (or periodic installments of such assessments, if applicable) thereafter becoming due or from the lien therefor. Such unpaid share of any 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 from which it arose).

ARTICLE VI

INSURANCE

Section 6.1. Casualty Insurance. The Association shall purchase and maintain fire and extended coverage insurance in an amount equal to the full replacement

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cost of all improvements, if any, owned by the Association or which the Association is required to maintain hereunder. If the Association can obtain such coverage for a reasonable amount, it shall also obtain "all risk coverage." Such insurance policy shall name the Association as the insured. Such insurance policy or policies shall contain provisions that (i) the insurer waives its rights to subrogation as to any claim against the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, and all Owners and their respective agents and guests and (ii) waives any defense based on invalidity arising from the acts of the insured. Insurance proceeds shall be used by the Association for repair or replacement of the property for which the insurance was carried.

Section 6.2. Liability Insurance. The Association shall also purchase and maintain a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of One Million Dollars ($1,000,000) per occurrence. Such comprehensive public liability insurance shall cover all of the Common Areas and easement areas and shall insure the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate, all Owners and all other persons entitled to occupy any Lot. Such public liability insurance policy shall include a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners.

Section 6.3. Other Insurance. The Association shall also purchase and maintain any other insurance required by law to be maintained, including but not limited to workmen'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 officers' and directors' liability insurance.

Section 6.4. Miscellaneous. The premiums for the insurance described above shall be paid by the Association as a Common Expense.

ARTICLE VII

DAMAGE TO COMMON AREAS

In the event of damage to or destruction of any part of the Common Areas, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment to cover the additional cost of repair or replacement not covered by the insurance proceeds. Notwithstanding any obligation or duty of the Association hereunder to repair or maintain the Common Areas or any easement area or improvements, equipment or facilities

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located therein or thereon installed by Declarant or the Association, 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 Areas (or such easement areas) or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and constitute a special assessment against such Owner and his Lot to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

ARTICLE VIII

MORTGAGES

Section 8.1. Notice to Association. Any Mortgagee who places a first mortgage lien upon a Lot may notify the Secretary of the Association of the existence of such mortgage and provide the name and address of such Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary of the Association and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, as herein provided, 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.

Section 8.2. Notice to Mortgagees. The Association, upon request, shall provide to any Mortgagee a written certificate specifying unpaid assessments and any other defaults of the Owner of such Lot under this Declaration or any other applicable documents known to the Association.

ARTICLE IX

AMENDMENT

Section 9.1. By the Association. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

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(i) 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.

(ii) 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.

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

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than two-thirds (2/3) in the aggregate of both classes of members of the Association; provided, however, that any such amendment shall require the prior written approval of Declarant so long as Declarant owns any Lots within and upon the Real Estate. In the event any Lot 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 of the Association in accordance with the provisions of the foregoing Section 8.1.

(v) Amendments of a Material Nature. No amendment to this Declaration shall be adopted pursuant to this Section 9.1 which constitutes an Amendment of a Material Nature (as such term is hereinafter defined) unless approved by a vote of two-thirds (2/3) in the aggregate of both classes of members of the Association and fifty-one percent (51%) of all Mortgagees who have given prior notice of its mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing Section 8.1. For purposes of this Section 9.1(v), the term "Amendment of a Material Nature" means any amendment to this Declaration that:

(a) changes or reduces the voting rights of the Class A members;

(b) allows the Board of Directors to increase the maximum Regular Assessment on a Lot for any calendar year prior to the calendar year in which the Applicable Date occurs by more than twenty-five percent (25%) above the Regular Assessment for the previous calendar year;

(c) changes the procedure for making Special Assessments;

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(d) releases the Association from its obligations to maintain and repair the Common areas;

(e) terminates the rights of the Owners to use any of the Common Areas;

(f) changes the boundaries of any Lot;

(g) permits the convertibility of Lots into Common Areas;

(h) allows the Declarant to withdraw property from the Real Estate;

(i) changes hazard insurance requirements;

(j) imposes any new restrictions on an Owner's right to sell or lease its Lot; or

(k) permits the repair or restoration of any improvements to the Common Area other than to their original condition.

Any Mortgagee which has been duly notified of the nature of any proposed amendment shall be deemed to have approved the same if said Mortgagee or a representative thereof fails to appear in person or by proxy at the meeting in which such amendment is to be considered (if proper notice of such meeting was timely given to such Mortgagee).

Section 9.2. By Declarant. Declarant hereby reserves the right so long as Declarant, or any entity related to Declarant, owns any Lot to make such amendments to this Declaration as may be deemed necessary or appropriate by Declarant, without the approval of any other person or entity, in order to bring Declarant into compliance with the requirements of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof, or to comply with the 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, the Federal Housing Administration, the Veterans Administration or any other governmental agency to induce any of such agencies to make, purchase, sell, ensure or guarantee first mortgages, or to correct clerical or typographical errors in this Declaration or any amendment or supplement hereto; provided, that Declarant shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Declaration to any Owner or substantially increases the obligations imposed by this Declaration on any Owner.

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Section 9.3. Recording. Each amendment to this Declaration shall be executed by Declarant only in any case where Declarant has the right to amend this Declaration without any further consent or approval, and otherwise by the President or Vice President and Secretary of the Association; provided, that any amendment requiring the consent of Declarant shall contain Declarant's signed consent. All amendments shall be recorded in the office of the Recorder of Hendricks County, Indiana, and no amendment shall become effective until so recorded.

ARTICLE X

GENERAL PROVISIONS

Section 10.1. Right of Enforcement. Violation or threatened violation of any of the covenants or restrictions enumerated in this Declaration shall be grounds for an action by Declarant, the Association, any Owner, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys' fees incurred by any party successfully enforcing such covenants and restrictions; provided, however, that neither Declarant nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out any such covenants or restrictions.

Section 10.2. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to any violation or threatened violation of any covenants or restrictions enumerated in this Declaration shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuance of such violation or violations of such covenants or restrictions.

Section 10.3. Duration. The covenants and restrictions and all other provisions of this Declaration (as the same may be amended from time to time as herein provided) shall run with the land and shall be binding on all persons and entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons claiming under them, until January 1, 2040, and thereafter shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of three-fourths (¾) of the then Owners, it is agreed that this Declaration shall terminate in its entirety; provided, however, that no termination of the Declaration shall affect any easement hereby declared, created, granted or reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

Section 10.4. Severability. Invalidation of any of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

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Section 10.5. Titles. The underlined titles preceding the various sections of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

Section 10.6. Applicable Law. This Declaration shall be governed, interpreted, construed and regulated by the laws of the State of Indiana.

Section 10.7. Model Homes. Notwithstanding the provisions of paragraphs A and P(i) of Section 2.6 of this Declaration to the contrary, Declarant, any entity related to Declarant, and any other person or entity with the prior written consent of Declarant may, during the Development Period, use the single family residential structure constructed by it on a Lot owned by it as a model home and sales office in connection with the sale of other Lots and residences by Declarant or such other person or entity within and upon the Real Estate and in other areas of the real estate subject to the provisions of the Master Declaration. Such residential structure may not be used as a model home and sales office for the sale of lots and residences on real estate other than the Real Estate or other real estate subject to the provisions of the Master Declaration. During the period of use of a residential structure as a model home and sales office as permitted by this Section 10.7, Declarant or such other person or entity (as the case may be) may install and maintain a sign not exceeding twenty-six (26) square feet for the purpose of advertising such structure as such person's or entity's model home and sales office. The design, appearance and location of such sign shall be subject to the prior written approval of the Committee.

IN WITNESS WHEREOF, this Declaration has been executed by Declarant as of the date first above written.

SARATOGA ASSOCIATES, LLC

By: Harry F. McNaught, Jr., President

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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Harry F. McNaught, Jr., the President of Saratoga Associates, LLC, an Indiana limited liability company, who, having been first duly sworn, acknowledged the execution of the foregoing Declaration of Easements, Covenants and Restrictions of The Homestead of Saratoga on behalf of said company.

Witness my hand and Notarial Seal this 5th day of June, 1995.

(SEAL)

Debbie F. Workman

Printed Name: Debbie F. Workman
Notary Public

I am a resident of
Johnson County, Indiana

My commission expires:
12-3-96

This instrument prepared by Mary K. Lisher, Attorney At Law, Baker & Daniels, 300 North Meridian Street, Suite 2700, Indianapolis, Indiana 46204.

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EXHIBIT A

THE HOMESTEAD OF SARATOGA – LEGAL DESCRIPTION

A part of the Southwest Quarter and a part of the Southeast Quarter of Section 28, Township 15 North, Range 1 East, Hendricks County, Indiana, described as follows: Commencing at the northeast corner of the Southwest quarter of said section, said corner being the center of said Section 28 as referenced in a survey by Parsons & Shartle Engineers, Inc. for Castle Farms, Inc., dated October 13, 1992; thence South 88 degrees 54 minutes 29 seconds West 927.08 feet along the north line of the Southwest Quarter of said section to a point on the centerline of Saratoga Parkway, said point being North 88 degrees 54 minutes 29 seconds East 411.65 feet from the northwest corner of the East Half of the Southwest Quarter of said section (said corner being referenced by said Castle Farms, Inc. Survey); thence South 1 degree 05 minutes 52 seconds East 142.35 feet along the centerline of Saratoga Parkway to a point on a non–tangent arc to the left, a radial line to said point bears South 88 degrees 54 minutes 29 seconds West; thence continuing along said centerline Southerly, and Southeasterly 1,510.17 feet along said arc having a radius of 1,375.00 feet and subtended by a long chord having a bearing of South 32 degrees 33 minutes 22 seconds East and a length of 1,435.40 feet to the point of beginning of this description: thence North 25 degrees 58 minutes 47 seconds East 40.00 feet to the northern right–of–way line of said Saratoga Parkway; thence North 22 degrees 07 minutes 15 seconds East 305.66 feet; thence North 45 degrees 48 minutes 21 seconds East 135.76 feet; thence North 62 degrees 29 minutes 10 seconds East 139.08 feet; thence North 45 degrees 54 minutes 08 seconds East 185.70 feet to a point on a non–tangent arc to the right, a radial line to said point bears South 30 degrees 13 minutes 54 seconds West; thence Northwesterly 29.96 feet along said arc having a radius of 400.00 feet and subtended by a long chord having a bearing of North 57 degrees 37 minutes 21 seconds West and a length of 29.95 feet; thence North 55 degrees 28 minutes 37 seconds West 117.73 feet to a point on a non–tangent arc to the left, a radial line to said point bears South 55 degrees 28 minutes 37 seconds East; thence Northeasterly, and Northerly 119.88 feet along said arc having a radius of 185.00 feet and subtended by a long chord having a bearing of North 15 degrees 57 minutes 32 seconds East and a length of 117.80 feet; thence South 81 degrees 51 minutes 37 seconds East 185.76 feet; thence North 11 degrees 09 minutes 29 seconds East 57.51 feet; thence North 1 degree 04 minutes 02 seconds West 302.42 feet to a point on the southern line of Lot 4 in Plainfield Manor, Section 1, as recorded in Plat Book 8, page 70 in the Office of the Recorder of Hendricks County; thence North 88 degrees 55 minutes 58 seconds East 391.87 feet along said southern line and along the southern lines of an unimproved street, Lot 5, Lot 6, and a portion of Lot 7, all in said Plainfield Manor, Section 1 to the northwestern corner of Lot 22; thence South 1 degree 04 minutes 02 seconds East 160.00 feet along the western line of said Lot 22 to the northwest corner of Lot 21; thence South 37 degrees 56 minutes 06 seconds East 353.22 feet along the southwestern lines of said Lot 21 and Lot 20 to the northwestern corner of Lot 19; thence South 24 degrees 04 minutes 02 seconds East 341.98 feet along the southwestern lines of said Lot 19, Lot 18 and a portion of Lot 17; thence leaving the boundary coincident with said Plainfield Manor, Section 1, North 89 degrees 50 minutes 26 seconds West 83.67 feet; thence South 45 degrees 46 minutes 34 seconds West 109.88 feet; thence South 40 degrees 29 minutes 09 seconds West 251.63 feet; thence South 4 degrees 27 minutes 02 seconds East 194.18 feet to the northern right–of–way line of Saratoga Parkway; thence South 04 degrees 35 minutes 31 seconds East 80.00 feet to the southern right–of–way line of Saratoga Parkway; thence South 85 degrees 24 minutes 29 seconds West 318.64 feet along said southern right–of–way line; thence continuing along said southern right–of–way line Westerly, and Northwesterly 755.01 feet along an arc to the right and having a radius of 1,415.00 feet and subtended by a long chord having a bearing of North 79 degrees 18 minutes 22 seconds West and a length of 746.09 feet; thence North 25 degrees 58 minutes 47 seconds East 40.00 feet to the point of beginning. Containing 23.924 acres, more or less.