First American Title Insurance Company  
Indianapolis Downtown—Corporate  
251 E. Ohio Street, Suite 200  
Indianapolis, IN 46204  
Telephone (317) 684-7556  

Subdivision Covenants and Restrictions  

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Mc Kenzie Glen  
Section One and Section Two

Dedication of Covenants and Restrictions and Plat Restrictions:

Know All Men By These Presents: That Brandywine Land Corporation, Owner of the lands shown and described hereon has caused to make the attached plat entitled "McKenzie Glen Phase I, Section 1 and Section 2," the same being a subdivision of the Northeast Quarter of Section 34, Township 16, Range 7 East, Center Township, Hancock County, Indiana.

1. The express Purpose of the plat is to subdivide the above property into lots in order to create more suitable sites for development.

2. The official zoning regulations now in effect or as the same may be amended from time to time, changed or amended applicable to the area within which the subdivision is located shall be observed.

3. The Streets together with all existing and future planting, trees and shrubbery thereon, as shown on the attached plat, are hereby dedicated to the perpetual use of the public for proper purposes, reserving to the dedicators, their successors or assigns the reversion or reversion thereof, whenever discontinued by Law.

4. There is hereby created an easement within all areas designated herein as "DRAINAGE AND UTILITY EASEMENT" for the installation and maintenance of all utilities, including without limitations, electricity, telephone services, water and sewer distribution and collection services, and any other utilities or services that may, in the future, be engaged or caused to be installed by the developer, its successors or assigns, and/or owners of property within the subdivision, such easement being in favor of the utility or service companies duly authorized to do business within and franchised for the subject area. NO permanent buildings or trees shall be placed on said areas designated as "DRAINAGE AND UTILITY EASEMENT" but same may be used for garden, shrub landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights of herein described.

5. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private attached garage for not more than three cars.

6. Front yard building setback lines are hereby established as shown on this plat, between which lines and the property line of the street, there shall be erected or maintained no building or structures.
7. No building shall be located on any lot nearer to the front property line or nearer to the side street lines than the minimum building setback lines shown on the plat. No dwelling unit shall be located nearer than ten (10) feet to any side lot line.

8. Minimum square footage of a one story dwelling unit shall be 1800 sq. ft. In the case of a two story dwelling, the minimum square footage shall be 2400 sq. ft. These square footage's refer only to finished interior living space, excluding open patios, finished lower (basement) levels, porches, garages, etc.

9. All driveways shall be paved concrete.

10. No camper, motor home, truck, trailer, boat, or recreational vehicle of any kind may be stored on any lot, except in an enclosed garage.

11. No storage sheds, tool sheds, mini-barns or accessory buildings shall be permitted. Cabana buildings associated with swimming pools will be permitted.

12. All swimming pools shall be in-ground, and no above-ground pools shall be permitted.

13. Satellite dishes measuring less than 20' in diameter shall be permitted.

14. All homes shall have a minimum two-car garage, with a minimum of 560 sq. ft. inside. No carports shall be permitted.

15. All mailboxes shall be of a uniform design and color specified by the declarant. All mailboxes must be purchased from the declarant.

16. All roof pitches shall be not less than 8/12 pitch.

17. There shall be no basketball goals attached to the dwelling.

18. All roof vents, whether plumbing vent stacks, or roof ventilation units, shall be located on the rear of the roof and shall be painted of a manufacturer's color to match/blend with the roofing color.

19. No heat pumps, air conditioning units, or gas meters will be installed on the front of the house.
20. Air conditioning and KV transformer units shall be screened with landscaping approved by the declarant.

21. All fences are to approved by the Architectural Committee. Chain link and similar type metal fences are prohibited.

22. No building, structure, driveway, fence, wall patio, swimming pool, landscaping, antennas, tennis court, or other form of improvement shall be erected, placed, or altered on any lot until the building plans, specifications, and plot plan showing the design, dimensions, color, materials, and location thereof have been approved by the Architectural Committee as to their conformity and harmony of external design with the existing buildings, structures and other improvements in McKenzie Glen Subdivision, and as to compliance the applicable law and covenants herein contained; provided, however, that no such approval shall be required for any improvements constructed by Declarant. If the Architectural Committee fails to act upon any plans submitted to it for approval within a period of thirty (30) days from the submission date of such plans, such failure shall be deemed approval and the owner may then proceed with the construction according to the plans submitted.

23. Whenever any approval or exercise of discretion by the Architectural Committee is called for by this declaration, the Architectural Committee shall exercise its discretion reasonably in view of the general purposes of the Declaration, and in view of any specific purposes or standards which govern the specific approval or exercise of discretion in question, as may be specified in the section or sections of this Declaration relating thereto. The Architectural Committee shall have no power to approve any plans that do not comply with the use and bulk restrictions set forth or to vary or alter any other term, condition, covenant, or restriction in this Declaration or Plat Restrictions; unless authority therefor is granted by this Declaration or by the Plat Restrictions.

24. Upon receipt of all approvals required pursuant to the Article, each Owner shall, as soon as practical, satisfy or cause to be satisfied all conditions thereof and diligently proceed with the commencement and completion of all approved construction. If work is not substantially completed within eighteen (18) months, then approval of the plans for such work shall terminate automatically without further act by any person, and such Owner shall not commence or continue such construction without further approval of the initial approval as herein provided. Failures to comply with limitation set forth in this section shall constitute a breach of this Declaration and subject the Owner to default.

25. No undesirable or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to
the neighborhood. No inoperative or unlicensed vehicle shall be parked on or repaired on any lot in this subdivision or any lot hereof. No boat trailer, camper, or mobile home shall be parked within twenty-five (25) feet of the property line of any lot. No garage or basement shall be built for living quarters, or no occupancy of the unfinished dwellings shall be permitted.

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

A. Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
B. Remove all debris or rubbish;
C. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;
D. Cut down and remove dead trees;
E. Where applicable, prevent debris and foreign material from entering the drainage areas;
F. Keep the exteriors of all improvements in such state of repair or maintenance as to avoid their becoming unsightly.

27. No sign of any kind shall be displayed to the public view on any lot except: one professional sign of not more than one square foot; one sign of not more than five square feet advertising the property for sale or rent; or a sign of any dimensions used by the builder or developer to advertise the property during construction and sales period.

28. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other household pets which may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

29. No fence wall, hedge or shrub planting which obstructs sight at elevations between two (2) and (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines; or in the case of rounded corners, from the intersection of the street property line extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line within the edge of a driveway. No trees shall be permitted within such distances of such sight lines.
30. Declarant, Brandywine Land Corporation, shall be responsible for maintenance of all common areas, which includes the entrance area, retention ponds, medians, and landscape easements, until Declarant relinquishes responsibility to the McKenzie Glen Homeowner's Association. The Association shall be organized as a Not-For-Profit Corporation under the laws of the State of Indiana, to be operated in accordance with the Articles of Incorporation and by-laws thereof.

IN WITNESS WHEREOF, witness the signature of Developer this 5th day of June, 1997.

Brandywine Land Corporation
McKenzie Glen Subdivision

By: E. Leroy Summers

STATE OF INDIANA
)
)
SS:

Before me, Notary Public in and for said County and State, personally appeared E. Leroy Summers, the President of Brandywine Land Corporation, Owner of McKenzie Glen Subdivision, who acknowledged execution of the foregoing Declaration of Covenants and Restrictions of McKenzie Glen as such officer action for and on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 5th day of June, 1997.

Dona Edwards

This instrument was prepared by Leroy Summers

97-05808
SUPPLEMENTAL DECLARATION OF COVENANTS
AND RESTRICTIONS OF McKenzie GLEN

THIS SUPPLEMENTAL DECLARATION (the "Supplemental Declaration") is made this 28th day of June 1996, by BRANDYWINE LAND CORPORATION, an Indiana corporation (hereinafter referred to as "Declarant" or "Developer", and
WITNESSES:

WHEREAS, Developer is the sole owner in fee simple of all of the lands contained in the area described in Exhibit A (description of McKenzie Glen Subdivision), attached hereto and made a part hereof, (the "Real Estate"); and

WHEREAS, Developer is developing the Real Estate and certain surrounding lands within the tract described in the attached Exhibit B (overall description), upon which Developer or its assigns may, but is not obligated to, construct residential facilities which shall be known as the: "McKenzie Glen Subdivision" ("McKenzie Glen" or the "Development") and which shall be platted by the Developer in sections from time to time; and

WHEREAS, the Real Estate has been platted by the Developer as Section 1A of the McKenzie Glen Subdivision with the Dedication and Plat Restrictions which run with the land comprising McKenzie Glen which was recorded November 20, 1995 as Instrument No 95-09997, in Plat Cabinet B, Slide 279, in the office of the Recorder of Hancock County, Indiana (which, by this reference, is incorporated herein and, together with the plats of the future sections of the McKenzie Glen Subdivision to be recorded from time to time, are collectively referred to as the "Plat Declaration"); and

WHEREAS, Developer desires to subject the Development to certain covenants and restriction (the"Restrictions") in addition to those set forth in the Plat Declaration in order to further insure that the development and use of the various lots in McKenzie are harmonious and do not adversely affect the value of surrounding Lots on the Development; and

WHEREAS, Developer desires to provide for maintenance of the Easement Areas and Common Areas, which includes and retention/detention ponds, and improvements located or to be located in McKenzie Glen, which are of common benefit to the Owners of the various Lots within said subdivision, and to that end desires to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the operation of McKenzie Glen.

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions,
all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of
said lots and lands in the Development, and are established and agreed upon for the purpose of
enhancing and protection the value, desirability and attractiveness of the Development as a whole
and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be
binding upon the Developer and upon the parties having or acquiring any right, title or interest,
legal or equitable, in and to the real property or any part of parts thereof subject to such
Restrictions, and shall inure to the benefit of Developer's successors in title to the Development,
or any part thereof. Developer specifically reserves unto itself the right and privilege, prior to the
recording of the plat by Developer of particular lot or tract within the Development as described
in Exhibit B, to exclude any real estate as shown from the Development, or to include additional
real estate. To the extent any of provisions of the Supplemental Declaration conflict with the
provisions of the Plat Declaration, the provisions of this Supplemental Declaration shall supersede
such provision of the Plat Declaration.

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined shall have the respective
meanings assigned thereto in the Plat Declaration. In addition, the following are
definitions of terms as they used in the Declaration (which, for purposes hereof shall
supersede any different definition of such term in the Plat Declaration).

(i) "Architecture Committee" shall mean the McKenzie Glen Architecture Committee, composed of three (3) members appointed by the Developer who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of Developer until such time as the subdivision is completely developed, at which time the Association shall appoint from its membership the members of this Architecture Committee.

(ii) "Assessment" means the share of Common Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of Paragraph 5 herein.

(iii) "Association" shall mean the "McKenzie Glen Homeowners Association Inc.", or an organization of similar name, its successors and assigns which has been or shall be created as a Indiana not-for-profit corporation and its membership shall consist of lot owners who pay mandatory assessments for Common Expenses and the cost of such other services as may be desired for the common benefit of all Owners.

(iv) "Common Area" shall mean those areas set aside for the conveyance to the Association, designated as such on the plats and as described on the Record Plat.

(v) "Common Expense" means the actual and estimated cost to the Association for the maintenance, management, operation, repair, improvement, and replacement of Common Area, Common Property, or Easement Area, snow
removal and trash removal (to the extent, if any, provided by the Association),
taxes assessed against any Common Area, Common Property, or Easement Area,
and any other cost or expense incurred by the Association for the benefit of the
Common Area, Common Property, or Easement Area, and shall also include the
costs of the insurance as required herein. Common Expenses shall not include any
costs or expenses incurred in connection with the initial installation or completion
of the streets, utility lines and mains, drainage system, street lights, or other
improvements constructed by the Developer.

(vi) “Common Property” means all real and personal property which is in the
nature of common or public improvements or areas, in which is located in, upon,
or under the Common Areas, easements or streets within McKenzie Glen.
Without limiting the generality thereof, Common Property shall include, to the
extent not publicly dedicated, all streets, curves, water mains, fire hydrants, the
drainage system, the sewage system, street lights and street signs, public sidewalks,
lakes, retention ponds, parks, and open spaces.

(vii) “Declarations” means this Supplemental Declaration and the Plat
Declaration, collectively.

(viii) “Developer” or “Declarant” means Brandywine Land Corporation, an
Indiana corporation, or any other person, firm, corporation, or partnership which
succeeds to the interest of Brandywine Land Corporation as developer of
McKenzie Glen.

(ix) “Easement Area” shall mean those areas set aside for and included within
the boundaries of one or more lots and designated as an easement on the plat of
McKenzie Glen, which includes the landscaping areas, various easements for
utilities, sewers, storm drainage, and retention/detention ponds.

(x) “Owner” shall mean a person who has or is acquiring any right, title, or
interest, legal or equitable, in and to a Lot, but excluding those persons having
such interest merely as security for the performance of an obligation; provided
however that the Declarant shall be deemed for all purposes hereof relating to
payment of Assessments not to be an Owner with respect to any lot during the
period of initial construction of a residence thereon, the period prior to the initial
sale thereof during which the residence is not being used for residential purposes
and during the period such residence is being used for model/sales purposes.

2. ARCHITECTURE COMMITTEE.

A. Powers of Architecture Committee.

(i) In General. No dwelling, building structure or improvement of any type or
kind shall be repainted, constructed or placed on any Lot in the Development, and
no existing trees shall be removed without the prior approval of the Architecture Committee.

Such approval shall be obtained only after written application has been made to the Architecture Committee by the Owner of the Lot requesting authorization from the Architecture Committee. Such written application shall be in the manner and form pre-scribed from time to time by the Architecture Committee and shall be accompanied by

one (1) complete set of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Architecture Committee may require. All plans and drawings required to be submitted to the Architecture Committee shall be drawn to such scale as the Architecture Committee may require. There shall also be submitted, where applicable, the permits or plot plans which shall be prepared by either a registered land surveyor, engineer, or architect. Plot plans submitted for any required permits shall bear the stamp or signature of the Architecture Committee acknowledging the approval thereof.

(ii) Power of Disapproval. The Architecture Committee may refuse to grant permission to remove trees, repaint, construct, place or make the requested improvement when.

(a) The plans, specifications, drawings or other materials submitted are themselves inadequate, incomplete, or show the proposed improvement to be in violation of these restrictions;

(b) The design or color scheme of a proposed repainting or improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures; or

(c) The proposed improvement, or any part thereof, or proposed tree removal, would, in the opinion of the Architecture Committee, be contrary to the interests, welfare, or rights of all or any part of the other Owners.

(iii) Developer Improvements. The Architecture Committee shall have no powers with respect to any improvements or structures erected or constructed by the Developer (or any builder if Developer has approved the plans thereof).

B. Duties of Architecture Committee. The Architecture Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it, one (1) copy of submitted material shall be retained by the Architecture 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

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reason or reasons for such disapproval. If the Architecture Committee fails to act upon any plans submitted to it for approval within said thirty (30) day period, such failure shall be deemed approval and the Owner may then proceed with the proposed improvements in accordance with the plans submitted.

C. Liability of Architectural Committee. Neither the Architecture Committee nor any agent thereof, nor Developer shall be responsible in any way for any defects in any plans, specifications, or other materials submitted to it nor for any defects in any work done according thereto.

D. Inspection, Time for Completion. The Architecture Committee may inspect work being performed with its permission to assure compliance with these restrictions and applicable regulations. Upon receipt of approval from the Architecture Committee, each Owner shall, as soon as practicable, satisfy or cause to be satisfied all conditions thereof and diligently proceed with commencement and completion of all approved construction. If work is not substantially completed within eighteen (18) months of the date of such approval, or such longer period as the Architecture Committee may approve prior to the expiration of such eighteen (18) month period, then the approval of the plans for such work shall terminate automatically without further notice from the Architecture Committee, and such owner shall not commence or continue such construction without further approval of the Architecture Committee obtained in the manner of the initial approval as provided herein.

E. Remedies for Failure to Obtain Approval. In the event any changes or improvements are made to any structures on any Lot without first obtaining the approval or the Architecture Committee as required herein, the association and the Architecture Committee shall have the enforcement rights set forth herein and may require any changes or improvements undertaken or installed without the approval of the Architecture Committee to be removed or renovated by whatever means the association and/or the Architecture Committee deem appropriate, with the costs thereof, including reasonable attorney's fees, to become a lien against the Defaulting Owner's Lot.

3. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Additionally, the Association, and/or members therein, may be members in any one or more umbrella or joint homeowner's associations, if any, composed of associations and/or members from surrounding areas.

B. Classes of Membership. The Association shall have one class of voting membership which shall be comprised of all Owners who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among
themselves determine, but in no such event shall one vote be cast with respect to any Lot.

C. Board of Directors. The members shall elect a Board of Directors of the Association as prescribed by the Association’s By-Laws. The Board of Directors shall manage the affairs of the Association. The initial Board of Directors shall be appointed by the Developer and shall manage the affairs of the Association until developer transfers control of the Association to the Owners as required herein.

D. Professional Management. No contract or agreement of the Association for professional management of the Association nor any contract of the Association with Developer shall be for term in excess of three (3) years. Any such agreement or contract shall provide for the termination by either party with or without cause without any termination fee – by written notice of ninety (90) days or less.

E. Responsibility of the Association. The Association is hereby authorized to act on behalf of, and in the name, place, and stead of, the individual Owners in all matters pertaining to the maintenance, repair, and replacement of the Common Area, Common Property and Easement Areas, the determination of Common Expenses, the collection of annual and special Assessments, and the granting of approvals whenever and to the extent called for by the Declarations for the common benefit of all such Owners. The Association shall also have the right, but the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in the Declarations. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of the Declarations or for any failure to take any action called for by the Declarations, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct. The Association shall, to the extent deemed necessary by the Board of Directors, procure and maintain casualty insurance for the Easement Areas, liability insurance (including directors’ and officers’ insurance) and such other insurance as it deems necessary or advisable. The Association may contract for such services as management, snow removal, security control, trash removal, and such other services if the Association deems such services necessary or advisable in the future. In the event the Association enters into any contracts while Declarant controls the Association or prior to the sale by Declarant of the last Lot it owns in the Development, the Association shall indemnify and hold Declarant harmless from all liability and obligations with respect thereto.

F. Transfer of Control of Association. Developer must transfer control of the Association to the Owners no later than the earlier of (a) four (4) months after three-fourths (3/4) of the Lots in McKenzie Glen have been conveyed to Owners or (b) ten (10) years after the date the first Lot is conveyed to an Owner in the Development.

G. Mortgagors’ Rights. The Mortgagors have the right, but not the obligation, to pay any overdue premiums on hazard insurance policies required to be maintained by the Association, or to secure new hazard insurance coverage in the event of a lapse of any such policies. Any Mortgagor or Mortgagors making any payment pursuant to this
paragraph shall be entitled to reimbursement from the Association promptly upon written
demand therefor to the Association.

H. Snow Removal. The Association shall not be required to provide snow removal
services prior to the date Declarant turns over control of the Association to the Owners in
accordance herewith. The Developer anticipates that this service for the Development will
be provided by the City of Greenfield, and this permissive right of the Association to
contract for the private provision of such services may only be exercised in the event a
majority of Owners have approved the same. If the Owners elect to provide for snow
removal services, the cost of snow removal in excess of amounts budgeted therefor shall
be paid by the Owners on a pro-rata share basis by a Special Assessment. In the event the
Association enters into contracts for snow removal while Declarant controls the
Association or prior to the sale by Declarant of the last Lot it owns in the Development,
the Association shall indemnify and hold Declarant harmless from all liability and
obligations with respect thereto.

I. Trash Removal. The Developer anticipates that each individual Owner will
independently arrange for trash removal service. However, in order to preserve the value
of Lots in the Development and to promote the health and safety of the Owners, the
Association may designate a particular trash collection day and/or designate a trash
collection service to be used by the Owners at any time after Declarant turns over control
of the Association in accordance herewith. Unless Declarant elects otherwise, the cost of
such trash collection service shall be borne by the individual Owners in the Development;
but in any event after Declarant turns over control of the Association the Owners may
agree to a master contract for such service by the Association with the cost thereof to be
paid for through regular assessments.

J. General Maintenance. The Association shall be primarily responsible for the
maintenance of the Common Area, Common Property, the landscaping Easement Areas
and the retention/detention pond or lake Easement Areas in a clean, orderly and well
groomed condition. The Association and its agents shall have the right to enter upon the
Common Area, Common Property, and the Easement Areas at all reasonable times in
order to fulfill this primary responsibility.

INSURANCE.

A. The Association shall maintain in force adequate public liability insurance
protecting the Association against liability for property damage and personal injury
occurring on or in connection with any and all of the Easement Areas, the Common Areas,
and the Common Property as the Board of Directors deem appropriate.

B. The Association also shall obtain comprehensive public liability insurance together
with Workmen's Compensation Insurance, employers liability insurance, and such other
liability insurance, with such coverage and limits, as the Board of Directors deems
appropriate. All such policies of insurance, if any, shall contain an endorsement or clause
whereby the insurer waives any right to be subrogated to any claim against the
Association, its officers, the Board of Directors, the Developer, any Managing Agent,
their respective employees and agents, or the Owners; and shall further contain a clause
whereby the insurer waives any defenses based on acts of individual Owners whose
interests are insured thereunder, and shall cover claims of one or more insured parties
against other insured parties. All such policies, if any, shall name the Association, for the
use and benefit of the Owners, as the insured; shall provide that the coverage thereunder is
primary even if an Owner has other insurance covering the same loss; shall show the
Association or insurance trustee, in trust for each Owner and Mortgagee, as the party to
which proceeds shall be payable, shall contain a standard mortgage clause and name
FHLMC and all Mortgagees as mortgagee, and shall prohibit any cancellation or
substantial modification to coverage without at least ten (10) days prior written notice to
the Association and to the Mortgagees. Such insurance shall inure to the benefit of each
individual Owner, the Association, the Board of Directors, and any managing agent or
company acting on behalf of the Association. The individual Owners, as well as any
lessees of any Owners, shall have the right to recover losses insured for their benefit.

C. A professional management firm must provide insurance to the same extent as the
Association would be required to provide if it were managing its own operation and must
submit evidence of such coverage to the Association.

D. Each Owner shall be responsible for loss of or damage to the improvements and
his personal property located on his Lot, however caused. Each owner shall be solely
responsible for obtaining his own insurance to cover any such loss and risk.

E. Neither the Developer, Declarant, the Association, the Board of Directors, nor any
officer, shareholder, employee, or agent of any of the foregoing shall be held liable or
otherwise subject to any claims for damages in the event the discretion to obtain insurance
permitted by the Declarations is exercised or not exercised.

COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Purpose of the Assessments. The Assessments levied by the Association shall be
used exclusively for the purpose of preserving the values of the Lots with McKenzie Glen,
as the same may be platted from time to time, and promoting the health, safety, and
welfare of the Owners, users, and occupants of the same and, in particular, for the
improvement, repair, operation, and maintenance of the Easement Area, the Common
Area, and the Common Property. The Common Area and the Common Property are
required to be maintained by the Association, including, but not limited to, the payment of
taxes, insurance thereon, if any, for the cost of labor, equipment, material, and
management furnished with respect to the Easement Area, the Common Area, the
Common Property, and any and all other Common Expenses. Each Owner hereby
covenants and agrees to pay the Association:

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

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

B. Pro-rata Share. The pro-rata share of each Owner for purposes of this paragraph
shall be the percentage obtained by dividing one by the total number of Lots shown on the
plat or plats of McKenzie Glen, as the same may be recorded from time to time.

C. Liability for Assessments. Each assessment, together with any interest thereon and
any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot and
shall constitute a lien upon each Lot from and after the due date thereof in favor of the
Association. Each such Assessment, together with any interest thereon and any costs of
collection thereof, including attorneys' fees, shall also be the personal obligation of the
Owner of each Lot at the time when the Assessment is due. However, the sale or transfer
of each Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall
extinguish the lien of such Assessments as to payments which become due prior to such
sale or transfer. The lien for any Assessment shall for all purposes be subordinate to the
lien of any Mortgagee whose mortgage was recorded prior to the date such Assessment
first became due and payable. No sale or transfer shall relieve such Lot from liability for
any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or
transfer relieve any Owner of the personal liability hereby imposed. The personal
obligation for delinquent Assessments shall not pass to any successor in title unless such
obligation is expressly assumed by such successor.

D. Basis of Annual Assessments. The Board of Directors of the Association shall
establish an annual budget prior to the beginning of each fiscal year, setting forth all
anticipated Common Expenses for the coming fiscal year, together with a reasonable
allowance for contingencies and reserves as the Board of Directors deems appropriate for
periodic repair and replacement of the Easement Area, Common Property and Common
Area. A copy of this budget shall be delivered to each Owner within thirty (30) days prior
to the beginning of each fiscal year of the Association. Notwithstanding anything
contained in the Declarations to the contrary, during the period that the Developer is in
control of the Association, no allowance for contingencies or reserves are required to be
assessed, levied, collected or held by the Association.

E. Basis of Special Assessments. Should the Board of Directors of the Association at
any time during the fiscal year determine that the Assessments levied for such year may be
insufficient to pay the Common Expenses for such year, the Board of Directors shall call a
special meeting of the Association to consider imposing such special Assessments as may
be necessary for meeting the Common expenses for such year. A special Assessment shall
be imposed only with the approval of a majority of the Owners, and shall be due and
payable on the date(s) determined by such Owners, or if not so determined, then as may be
determined by the Board of Directors.
F. Fiscal Year, Date of Commencement of Assessments, Due Dates. The fiscal year of the Association shall be the calendar year and may be changed from time to time by action of the Association. The annual Assessments on each Lot in McKenzie Glen shall commence on the first day of the first month following the month in which Declarant first conveys ownership of any Lot to an Owner, provided, that if any Lot is first occupied for residential purposes prior to being conveyed by Declarant, full Assessments shall be payable with respect to such Lot commencing on the first day of the first month following the date of such occupancy. The Declarant shall have the right, but not the obligation, to make up any deficit in the budget for the Common Expenses for any year in which Declarant controls the Association, subject to its right to be reimbursed therefor as provided herein. The first annual Assessment shall become due and payable on the date of initial transfer of title to a Lot to the Owner thereof. If such transfer occurs during the first six (6) months of the fiscal year, the Owner shall be assessed a full year's Assessment. If such transfer is made in the second six (6) months of the fiscal year, the Owner shall be assessed a pro rata share of the Assessment based upon the number of months remaining in the fiscal year; provided, however, that if such transfer occurs in the last three (3) months of the fiscal year, the Owner shall not be liable for any portion of the Assessment for that fiscal year of the Association. The annual Assessment for each year after the first assessment year shall be due and payable on the fifteenth day of the first month of each fiscal year of the Association. Annual assessments shall be due and payable in full as of the above date, except that the Board of Directors may from time to time by resolution authorize the payment of such Assessments in monthly, quarterly, or semi-annual installments.

G. Duties of the Association.

(i) The Board of Directors of the Association shall cause proper book and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, the books and records of which shall be kept in the office of the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. Except as may be otherwise provided in the Association's By-Laws, the Association shall cause financial statements to be prepared at least annually for each fiscal year of the Association, and shall furnish copies of the same to any Owner or Mortgagee upon request. The Board of Directors of the Association shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed to the Owners or their designated representatives. Notices of the amounts of the annual Assessments and the amounts of the installments thereof shall be sent annually within thirty (30) days following the determination thereof. Notices of the amounts of special Assessments shall be sent as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed less than thirty
(30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days of actual mailing of such notice.

(ii) The Association shall promptly furnish upon request to any Owner, prospective purchaser, title insurance company, or Mortgagee a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to any Lot in which the requesting party has a legitimate interest. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(iii) The Association shall notify any Mortgagee from which it has received a request for notice: (a) of any default in the performance of any obligation under this Declaration by any Owner which is not cured within sixty (60) days; (b) of any condemnation or casualty loss that affects either a material portion of McKenzie Glen or the Lot securing its mortgage; (c) of any lapse, cancellation, or material modification of any insurance policy or fidelity bond required to be maintained by the Association, and (d) any proposed action which requires the consent of the Mortgagees or any specified percentage thereof, as set forth in the Declarations.

H. Non-Payment of Assessments, Remedies of Association.

(i) If any assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorney's fees, be come a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot; provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

(ii) If any Assessment upon any Lot is not paid with thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorney's fees, shall bear interest from the date of delinquency until paid at a rate of eighteen percent (18%) per annum, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorney's fees, and, in the event a judgment is obtained, such judgment shall include such interest, costs, and attorney's fees.
I. Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year, except that so long as the Declarant controls the Association, Declarant may, in its sole discretion, make up such deficit; provided, however, the Declarant shall be reimbursed by the Association for such funded deficits, together with interest at 10% per annum until so reimbursed, from available surpluses in later years or through a special assessment at the time of transfer of control of the Association to Owners.
Thereafter, such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special assessments for such purpose, at the option of the Association. After Declarant turns over control of the Association as required herein, in the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common Expenses for that fiscal year, a Prorata Share of such excess shall be a credit against the Assessment(s) due from each Owner for the next fiscal year(s); provided, that Declarant shall first be reimbursed for deficits previously paid as required above before such excess shall be so credited to Owners.

J. Initial Assessments. During the first year following the date of recording of the Declaration for Section 1 of McKenzie Glen, the total Assessments per Lot per year shall not exceed Three Hundred dollars ($300). In each year thereafter, the total Assessments per Lot per year shall not be increased by more than twelve percent (12%) over the previous year, until such time as the Declarant relinquishes control of the Association. In no event shall the annual Assessments exceed Four Hundred Fifty ($450) per year per Lot without the approval of a majority of the Owners; provided, however, that said maximum amount may be increased by no more than five percent (5%) per year by the Board of Directors without such consent.

K. Notice and Quorum for Any Action to Increase Assessments. Written notice of any meeting called for the purpose of increasing the regular or special Assessments of the Association shall be sent to all Owners not less than thirty (30) days nor more than (60) days in advance of the meeting. At the first such meeting called, the presence of fifty percent (50%) of Owners or of proxies entitled to vote shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be twenty-five percent (25%) of Owners or of proxies. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Nothing contained in this paragraph shall be construed to limit the ability of the Developer or the Board of Directors to increase Assessments up to the amounts permitted by paragraphs 4(J) hereof.

L. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessment lien. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining
the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

6. REMEDIES.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, Association, and any Owner within McKenzie Glen, may proceed at law or in equity to prevent the occurrence of continuation of any violation of these Restrictions, but neither Developer nor Association shall be liable for damages of any kind to any person for failing either to abide by, enforce, or carry out any of these Restrictions.

B. Government Enforcement. The Greenfield City Plan Commission ("Planning Commission"), its successors and assigns, shall have no right, power, or authority, to enforce any covenants, commitments, restrictions, or other limitations contained herein other than those covenants, commitments, restrictions, or limitations that expressly run in favor of the Planning Commission, provided further, that nothing herein shall be construed to prevent the Planning Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to approval of the plats of McKenzie Glen by the Planning Commission.

C. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions 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 continuation of such violation or violations of these Restrictions.

7. EFFECT OF BECOMING AN OWNER.

The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors, and assigns, such Owners covenant, agree, and consent to and with Developer and to and with the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with, and perform such Restrictions and agreements.

8. TITLES.

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. 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 neuter.
9. DURATION AND AMENDMENT.

This Supplemental Declaration shall be effective for an initial term of twenty (20) years and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless as of the end of any term both the Owners of ninety percent (90%) of the Lots and the Mortgagees of at least ninety percent (90%) of the Lots vote to terminate this Supplemental Declaration, in which case this Supplemental Declaration shall terminate as of the end of the term during which such vote was taken. Notwithstanding the preceding sentence, all easements created or reserved by this Supplemental Declaration shall be perpetual unless otherwise expressly indicated herein.

A. The Association shall have the right to amend this Supplemental Declaration at any time, and from time to time, upon the recommendation of an amendment to the Association by its Board of Directors, and the subsequent approval of such amendment by both the Owners of at least seventy-five percent (75%) of the Lots and ninety percent (90%) of the Mortgagees; provided, however, that any such amendment of this Declaration shall require prior written approval of the Developer so long as Developer owns any Lots within McKenzie Glen. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Developer when their approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the office of the Recorder of Hancock County.

B. Developer hereby reserves the right to make such amendments to this Supplemental as may be deemed necessary or appropriate by Developer without the approval of any other person or entity, in order to bring this Supplemental Declaration of McKenzie Glen into compliance with the requirements of any public agency having jurisdiction thereof or of any agency guaranteeing, insuring, or approving mortgages, so long as Developer owns any Lots within McKenzie Glen; provided that the Developer 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 Supplemental Declaration to any Owner or substantially increases the obligations imposed by this Supplemental Declaration on any Owner. Declarant further reserves the right to make such amendments to this Supplemental Declaration as may be deemed necessary or appropriate by Developer.

C. Subject to the other requirements of this paragraph 9, unless at least two-thirds (2/3) of the Mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Developer) of the Lots have given their prior written approval, the Association shall not be entitled to:

(i) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Easement Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area, Common Property Easement Area by the Association shall not be deemed a transfer within the meaning of
this clause);

(ii) change the method of determining the obligations, assessments, dues, or
other charges which may be levied against an Owner;

(iii) by act or omission change, waiver, or abandon any scheme of regulations,
or enforcement thereof, pertaining to the architectural design or the exterior
appearance of the residences, the exterior maintenance of the residences, the
maintenance of the Easement Areas, or the upkeep of lawns and plantings in the
Development;

(iv) use hazard insurance proceeds for losses to any of the Common Area,
Common Property or Easement Area other than for the repair,
replacement, or reconstruction of the Common Area, Common Property, or
Easement Area.

10. RIGHTS OF MORTGAGEES.

Except to the extent otherwise provided in paragraph 5(L), no breach of this Supplemental
Declaration shall defeat or render invalid the lien of any mortgage now existing or hereafter
executed upon any portion of the Development; provided, however, that if all or any portion of
said Development is sold under a foreclosure of any mortgage, any purchaser at such sale and his
successors and assigns shall hold any and all land so purchased subject to this Supplemental
Declaration. Notwithstanding any other provision of this Supplemental Declaration, neither the
Owners nor the Association shall have any right to make any amendment to the Declarations or
Articles and By-Laws of the Association which materially impairs the rights of any Mortgagee
holding, insuring, or guaranteeing any mortgage on all or any portion of the Development at the
time of such amendment.

11. EXPANSION OF SUBDIVISION.

A. Method and Scope of Expansion. Developer, at its option, and from time to time,
may expand McKenzie Glen to include all or any parts of the tract described in the attached
Exhibit B, by the addition of further sections consisting of one (1) or more Lots and any Common
Property, Common Area, and/or Easement Area which in the discretion of Developer is
appropriate for addition with such sections. Such further sections, consistent in detail and layout
with the plats of sections previously recorded, which plat shall specifically reference this
Supplemental and the Plat Declarations, and by such reference, such plat shall be subject to the
terms and provisions hereof and of the Plat Declarations to the same extent as if the same were
originally subject hereto as a part of the property described in Exhibit A hereto and in the Plat
Declarations.

B. Future Improvements. All buildings, streets, and other improvements in all
additional sections shall be consistent in quality of construction with the section(s) already in
McKenzie Glen as of the date of this Supplemental Declaration.
12. **SEVERABILITY.**

Every provision of this Supplemental Declaration is hereby declared to be independent of, and severable from, the other provisions hereof and of and from every combination of the provisions hereof. Therefore, if any of the provisions hereof shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or “running” quality of any other one of the provisions hereof.

IN WITNESS WHEREOF, witness the signature of Developer this 8th day of July, 1998.

BRANDYWINE LAND CORPORATION

[Signature]

E. Leroy Summers, President

State of Indiana

}) SS.

Before me, Notary Public in and for said County and State, personally appeared E. Leroy Summers, the President of Brandywine Land Corporation, Owner of McKenzie Glen Subdivision, who acknowledged execution of the foregoing Supplemental Declaration of Covenants and Restrictions of McKenzie Glen as such officer action for and on behalf of said corporation, and who having been duly sworn, stated the representations therein contain.ed are true.

Witness my hand and Notarial Seal this 8th day of July, 1998.

[Signature]

My commission expires:

This instrument was prepared by Patricia Summers.
McKenzie Glen
Section One and Section Two

Dedication of Covenants and Restrictions and Plat Restrictions:

Know All Men By These Presents: That Brandywine Land Corporation, Owner of
the lands shown and described hereon has caused to made the attached plat
entitled "McKenzie Glen Phase I, Section 1 and Section 2," the same being a
subdivision of the Northeast Quarter of Section 34, Township 16, Range 7 East,
Center Township, Hancock County, Indiana.

1. The express Purpose of the plat is to subdivide the above property into lots in
order to create more suitable sites for development.

2. The official zoning regulations now in effect or as the same may be amended
from time to time, changed or amended applicable to the area within which the
subdivision is located shall be observed.

3. The Streets together with all existing and future planting, trees and shrubbery
thereon, as shown on the attached plat, are hereby dedicated to the perpetual
use of the public for proper purposes, reserving to the dedicators, their
successors or assigns the reversion or reversions thereof, whenever
 discontinued by Law.

4. There is hereby created an easement within all areas designated herein as
"DRAINAGE AND UTILITY EASEMENT" for the installation and maintenance of
all utilities, including without limitations, electricity, telephone services, water
and sewer distribution and collection services, and any other utilities or services
that may, in the future, be engaged or caused to be installed by the developer,
its successors or assigns, and/or owners of property within the subdivision;
such easement being in favor of the utility or service companies duly authorized
to do business within and franchised for the subject area. NO permanent
buildings or trees shall be placed on said areas designated as "DRAINAGE
AND UTILITY EASEMENT" but same may be used for garden, shrub
landscaping and other purposes that do not then or later interfere with the
aforesaid uses or rights of herein described.

5. No lot shall be used except for residential purposes. No building shall be
erected, altered, placed or permitted to remain on any lot other than one
detached single family dwelling not to exceed two and one-half stories in height
and a private attached garage for not more than three cars. All buildings shall
be brick or masonry construction on the exterior of the first story.

This instrument was prepared by Patricia Summers
SUPPLEMENTAL DECLARATION OF COVENANTS
AND RESTRICTIONS OF McKenzie GLEN

THIS SUPPLEMENTAL DECLARATION (the "Supplemental Declaration") is made this 28th day of June 1996, by BRANDYWINE LAND CORPORATION, an Indiana corporation (hereinafter referred to as "Declarant" or "Developer", and WITNESSES:

WHEREAS, Developer is the sole owner in fee simple of all of the lands contained in the area described in Exhibit A (description of McKenzie Glen Subdivision), attached hereto and made a part hereof, (the "Real Estate"); and

WHEREAS, Developer is developing the Real Estate and certain surrounding lands within the tract described in the attached Exhibit B (overall description), upon which Developer or its assigns may, but is not obligated to, construct residential facilities which shall be known as the "McKenzie Glen Subdivision" ("McKenzie Glen" or the "Development") and which shall be platted by the Developer in sections from time to time; and

WHEREAS, the Real Estate has been platted by the Developer as Section 1A of the McKenzie Glen Subdivision with the Dedication and Plat Restrictions which run with the land comprising McKenzie Glen which was recorded November 20, 1995 as Instrument No 95-09997, in Plat Cabinet B, Slide 279, in the office of the Recorder of Hancock County, Indiana (which, by this reference, is incorporated herein and, together with the plats of the future sections of the McKenzie Glen Subdivision to be recorded from time to time, are collectively referred to as the "Plat Declaration"); and

WHEREAS, Developer desires to subject the Development to certain covenants and restriction (the"Restrictions") in addition to those set forth in the Plat Declaration in order to further insure that the development and use of the various lots in McKenzie are harmonious and do not adversely affect the value of surrounding Lots on the Development; and

WHEREAS, Developer desires to provide for maintenance of the Easement Areas and Common Areas, which includes and retention/detention ponds, and improvements located or to be located in McKenzie Glen, which are of common benefit to the Owners of the various Lots within said subdivision, and to that end desires to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the operation of McKenzie Glen.

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions,
all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of
said lots and lands in the Development, and are established and agreed upon for the purpose of
enhancing and protection the value, desirability and attractiveness of the Development as a whole
and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be
binding upon the Developer and upon the parties having or acquiring any right, title or interest,
legal or equitable, in and to the real property or any part of parts thereof subject to such
Restrictions, and shall inure to the benefit of Developer's successors in title to the Development,
or any part thereof. Developer specifically reserves unto itself the right and privilege, prior to the
recording of the plat by Developer of particular lot or tract within the Development as described
in Exhibit B, to exclude any real estate as shown from the Development, or to include additional
real estate. To the extent any of provisions of the Supplemental Declaration conflict with the
provisions of the Plat Declaration, the provisions of this Supplemental Declaration shall supersede
such provision of the Plat Declaration.

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined shall have the respective
meanings assigned thereto in the Plat Declaration. In addition, the following are
definitions of terms as they used in the Declaration (which, for purposes hereof shall
supersede any different definition of such term in the Plat Declaration).

(i) "Architecture Committee" shall mean the McKenzie Glen Architecture
    Committee, composed of three (3) members appointed by the Developer who shall
    be subject to removal by the Developer at any time with or without cause. Any
    vacancies from time to time existing shall by filled by appointment of Developer
    until such time as the subdivision is completely developed, at which time the
    Association shall appoint from its membership the members of this Architecture
    Committee.

(ii) "Assessment" means the share of Common Expenses imposed upon each
    Lot, as determined and levied pursuant to the provisions of Paragraph 5 herein.

(iii) "Association" shall mean the "McKenzie Glen Homeowners Association,
    Inc.", or an organization of similar name, its successors and assigns which has been
    or shall be created as a Indiana not-for-profit corporation and its membership shall
    consist of lot owners who pay mandatory assessments for Common Expenses and
    the cost of other such services as may be desired for the common benefit of all
    Owners.

(iv) "Common Area" shall mean those areas set aside for the conveyance to the
    Association, designated as such on the plats and as described on the Record Plat.

(v) "Common Expense" means the actual and estimated cost to the Association
    for the maintenance, management, operation, repair, improvement, and
    replacement of Common Area, Common Property, or Easement Area, snow
removal and trash removal (to the extent, if any, provided by the Association),
taxes assessed against any Common Area, Common Property, or Easement Area,
and any other cost or expense incurred by the Association for the benefit of the
Common Area, Common Property, or Easement Area, and shall also include the
costs of the insurance as required herein. Common Expenses shall not include any
costs or expenses incurred in connection with the initial installation or completion
of the streets, utility lines and mains, drainage system, street lights, or other
improvements constructed by the Developer.

(vi) "Common Property" means all real and personal property which is in the
nature of common or public improvements or areas, in which is located in, upon,
or under the Common Areas, easements or streets within McKenzie Glen.
Without limiting the generality thereof, Common Property shall include, to the
extent not publicly dedicated, all streets, curves, water mains, fire hydrants, the
drainage system, the sewage system, street lights and street signs, public sidewalks,
lakes, retention ponds, parks, and open spaces.

(vii) "Declarations" means this Supplemental Declaration and the Plat
Declaration, collectively.

(viii) "Developer" or "Declarant" means Brandywine Land Corporation, an
Indiana corporation, or any other person, firm, corporation, or partnership which
succeeds to the interest of Brandywine Land Corporation as developer of
McKenzie Glen.

(ix) "Easement Area" shall mean those areas set aside for and included within
the boundaries of one or more lots and designated as an easement on the plat of
McKenzie Glen, which includes the landscaping areas, various easements for
utilities, sewers, storm drainage, and retention/detention ponds.

(x) "Owner" shall mean a person who has or is acquiring any right, title, or
interest, legal or equitable, in and to a Lot, but excluding those persons having
such interest merely as security for the performance of an obligation, provided
however that the Declarant shall be deemed for all purposes hereof relating to
payment of Assessments not to be an Owner with respect to any lot during the
period of initial construction of a residence thereon, the period prior to the initial
sale thereof during which the residence is not being used for residential purposes
and during the period such residence is being used for model/sales purposes.

2. ARCHITECTURE COMMITTEE.

A. Powers of Architecture Committee.

(i) In General. No dwelling, building structure or improvement of any type or
kind shall be repainted, constructed or placed on any Lot in the Development, and
no existing trees shall be removed without the prior approval of the Architecture Committee. Such approval shall be obtained only after written application has been made to the Architecture Committee by the Owner of the Lot requesting authorization from the Architecture Committee. Such written application shall be in the manner and form pre-scribed from time to time by the Architecture Committee and shall be accompanied by one (1) complete set of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Architecture Committee may require. All plans and drawings required to be submitted to the Architecture Committee shall be drawn to such scale as the Architecture Committee may require. There shall also be submitted, where applicable, the permits or plot plans which shall be prepared by either a registered land surveyor, engineer, or architect. Plot plans submitted for any required permits shall bear the stamp or signature of the Architecture Committee acknowledging the approval thereof.

(ii) Power of Disapproval. The Architecture Committee may refuse to grant permission to remove trees, repaint, construct, place or make the requested improvement when:

(a) The plans, specifications, drawings or other materials submitted are themselves inadequate, incomplete, or show the proposed improvement to be in violation of these restrictions;

(b) The design or color scheme of a proposed repainting or improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures; or

(c) The proposed improvement, or any part thereof, or proposed tree removal, would, in the opinion of the Architecture Committee, be contrary to the interests, welfare, or rights of all or any part of the other Owners.

(iii) Developer Improvements. The Architecture Committee shall have no powers with respect to any improvements or structures erected or constructed by the Developer (or any builder if Developer has approved the plans thereof).

B. Duties of Architecture Committee. The Architecture Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it, one (1) copy of submitted material shall be retained by the Architecture 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. If the Architecture Committee fails to act upon
any plans submitted to it for approval within said thirty (30) day period, such failure shall
be deemed approval and the Owner may then proceed with the proposed improvements in
accordance with the plans submitted.

C. Liability of Architectural Committee. Neither the Architecture Committee nor any
agent thereof, nor Developer shall be responsible in any way for any defects in any plans,
specifications, or other materials submitted to it nor for any defects in any work done
according thereto.

D. Inspection, Time for Completion. The Architecture Committee may inspect work
being performed with its permission to assure compliance with these restrictions and
applicable regulations. Upon receipt of approval from the Architecture Committee, each
Owner shall, as soon as practicable, satisfy or cause to be satisfied all conditions thereof
and diligently proceed with commencement and completion of all approved construction.
If work is not substantially completed within eighteen (18) months of the date of such
approval, or such longer period as the Architecture Committee may approve prior to the
expiration of such eighteen (18) month period, then the approval of the plans for such
work shall terminate automatically without further notice from the Architecture
Committee, and such owner shall not commence or continue such construction without
further approval of the Architecture Committee obtained in the manner of the initial
approval as provided herein.

E. Remedies for Failure to Obtain Approval. In the event any changes or
improvements are made to any structures on any Lot without first obtaining the approval
or the Architecture Committee as required herein, the association and the Architecture
Committee shall have the enforcement rights set forth herein and may require any changes
or improvements undertaken or installed without the approval of the Architecture
Committee to be removed or renovated by whatever means the association and/or the
Architecture Committee deem appropriate, with the costs thereof, including reasonable
attorney's fees, to become a lien against the Defaulting Owner's Lot.

3. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner of a Lot shall be a member of the Association.
Membership shall be appurtenant to and may not be separated from ownership of any Lot.
Additionally, the Association, and/or members therein, may be members in any one or
more umbrella or joint homeowner's associations, if any, composed of associations and/or
members from surrounding areas.

B. Classes of Membership. The Association shall have one class of voting
membership which shall be comprised of all Owners who shall be entitled to one vote for
each Lot owned. When more than one person holds an interest in any Lot, all such
persons shall be members. The vote for such Lot shall be exercised as they among
reason or reasons for such disapproval. If the Architecture Committee fails to act upon
any plans submitted to it for approval within said thirty (30) day period, such failure shall
be deemed approval and the Owner may then proceed with the proposed improvements in
accordance with the plans submitted.

C. Liability of Architectural Committee. Neither the Architecture Committee nor any
agent thereof, nor Developer shall be responsible in any way for any defects in any plans,
specifications, or other materials submitted to it nor for any defects in any work done
according thereto.

D. Inspection, Time for Completion. The Architecture Committee may inspect work
being performed with its permission to assure compliance with these restrictions and
applicable regulations. Upon receipt of approval from the Architecture Committee, each
Owner shall, as soon as practicable, satisfy or cause to be satisfied all conditions thereof
and diligently proceed with commencement and completion of all approved construction.
If work is not substantially completed within eighteen (18) months of the date of such
approval, or such longer period as the Architecture Committee may approve prior to the
expiration of such eighteen (18) month period, then the approval of the plans for such
work shall terminate automatically without further notice from the Architecture
Committee, and such owner shall not commence or continue such construction without
further approval of the Architecture Committee obtained in the manner of the initial
approval as provided herein.

E. Remedies for Failure to Obtain Approval. In the event any changes or
improvements are made to any structures on any Lot without first obtaining the approval
or the Architecture Committee as required herein, the association and the Architecture
Committee shall have the enforcement rights set forth herein and may require any changes
or improvements undertaken or installed without the approval of the Architecture
Committee to be removed or renovated by whatever means the association and/or the
Architecture Committee deem appropriate, with the costs thereof, including reasonable
attorney's fees, to become a lien against the Defaulting Owner's Lot.

3. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner of a Lot shall be a member of the Association.
Membership shall be appurtenant to and may not be separated from ownership of any Lot.
Additionally, the Association, and/or members therein, may be members in any one or
more umbrella or joint homeowner's associations, if any, composed of associations and/or
members from surrounding areas.

B. Classes of Membership. The Association shall have one class of voting
membership which shall be comprised of all Owners who shall be entitled to one vote for
each Lot owned. When more than one person holds an interest in any Lot, all such
persons shall be members. The vote for such Lot shall be exercised as they among
themselves determine, but in no such event shall one vote be cast with respect to any Lot.

C. Board of Directors. The members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association. The initial Board of Directors shall be appointed by the Developer and shall manage the affairs of the Association until developer transfers control of the Association to the Owners as required herein.

D. Professional Management. No contract or agreement of the Association for professional management of the Association nor any contract of the Association with Developer shall be for term in excess of three (3) years. Any such agreement or contract shall provide for the termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

E. Responsibility of the Association. The Association is hereby authorized to act on behalf of, and in the name, place, and stead of, the individual Owners in all matters pertaining to the maintenance, repair, and replacement of the Common Area, Common Property and Basement Areas, the determination of Common Expenses, the collection of annual and special Assessments, and the granting of approvals whenever and to the extent called for by the Declarations for the common benefit of all such Owners, The Association shall also have the right, but the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in the Declarations. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of the Declarations or for any failure to take any action called for by the Declarations, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct. The Association shall, to the extent deemed necessary by the Board of Directors, procure and maintain casualty insurance for the Basement Areas, liability insurance (including directors' and officers' insurance) and such other insurance as it deems necessary or advisable. The Association may contract for such services as management, snow removal, security control, trash removal, and such other services if the Association deems such services necessary or advisable in the future. In the event the Association enters into any contracts while Declarant controls the Association or prior to the sale by Declarant of the last Lot it owns in the Development, the Association shall indemnify and hold Declarant harmless from all liability and obligations with respect thereto.

F. Transfer of Control of Association. Developer must transfer control of the Association to the Owners no later than the earlier of (a) four (4) months after three-fourths (3/4) of the Lots in McKenzie Glen have been conveyed to Owners or (b) ten (10) years after the date the first Lot is conveyed to an Owner in the Development.

G. Mortgagors' Rights. The Mortgagors have the right, but not the obligation, to pay any overdue premiums on hazard insurance policies required to be maintained by the Association, or to secure new hazard insurance coverage in the event of a lapse of any such policies. Any Mortgagee or Mortgagors making any payment pursuant to this
paragraph shall be entitled to reimbursement from the Association promptly upon written demand therefor to the Association.

H. Snow Removal. The Association shall not be required to provide snow removal services prior to the date Declarant turns over control of the Association to the Owners in accordance herewith. The Developer anticipates that this service for the Development will be provided by the City of Greenfield, and this permissive right of the Association to contract for the private provision of such services may only be exercised in the event a majority of Owners have approved the same. If the Owners elect to provide for snow removal services, the cost of snow removal in excess of amounts budgeted therefor shall be paid by the Owners on a pro-rate share basis by a Special Assessment. In the event the Association enters into contracts for snow removal while Declarant controls the Association or prior to the sale by Declarant of the last Lot it owns in the Development, the Association shall indemnify and hold Declarant harmless from all liability and obligations with respect thereto.

I. Trash Removal. The Developer anticipates that each individual Owner will independently arrange for trash removal service. However, in order to preserve the value of Lots in the Development and to promote the health and safety of the Owners, the Association may designate a particular trash collection day and/or designate a trash collection service to be used by the Owners at any time after Declarant turns over control of the Association in accordance herewith. Unless Declarant elects otherwise, the cost or such trash collection service shall be borne by the individual Owners in the Development; but in any event after Declarant turns over control of the Association the Owners may agree to a master contract for such service by the Association with the cost thereof to be paid for through regular assessments.

J. General Maintenance. The Association shall be primarily responsible for the maintenance of the Common Area, Common Property, the landscaping Easement Areas and the retention/detention pond or lake Easement Areas in a clean, orderly and well-groomed condition. The Association and its agents shall have the right to enter upon the Common Area, Common Property, and the Easement Areas at all reasonable times in order to fulfill this primary responsibility.

4. INSURANCE.

A. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury occurring on or in connection with any and all of the Easement Areas, the Common Areas, and the Common Property as the Board of Directors deems appropriate.

B. The Association also shall obtain comprehensive public liability insurance together with Workmen's Compensation Insurance, employers liability insurance, and such other liability insurance, with such coverage and limits, as the Board of Directors deems appropriate. All such policies of insurance, if any, shall contain an endorsement or clause
whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board of Directors, the Developer, any Managing Agent, their respective employees and agents, or the Owners; and shall further contain a clause whereby the insurer waives any defenses based on acts of individual Owners whose interests are insured thereunder, and shall cover claims of one or more insured parties against other insured parties. All such policies, if any, shall name the Association, for the use and benefit of the Owners, as the insured; shall provide that the coverage thereunder is primary even if an Owner has other insurance covering the same loss; shall show the Association or insurance trustee, in trust for each Owner and Mortgagee, as the party to which proceeds shall be payable; shall contain a standard mortgage clause and name FHLMC and all Mortgagees as mortgagee; and shall prohibit any cancellation or substantial modification to coverage without at least ten (10) days' prior written notice to the Association and to the Mortgagees. Such insurance shall inure to the benefit of each individual Owner, the Association, the Board of Directors, and any managing agent or company acting on behalf of the Association. The individual Owners, as well as any lessees of any Owners, shall have the right to recover losses insured for their benefit.

C. A professional management firm must provide insurance to the same extent as the Association would be required to provide if it were managing its own operation and must submit evidence of such coverage to the Association.

D. Each Owner shall be responsible for loss or damage to the improvements and his personal property located on his Lot, however caused. Each owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk.

E. Neither the Developer, Declarant, the Association, the Board of Directors, nor any officer, shareholder, employee, or agent of any of the foregoing shall be held liable or otherwise subject to any claims for damages in the event the discretion to obtain insurance permitted by the Declarations is exercised or not exercised.

5. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots with McKenzie Glen, as the same may be platted from time to time, and promoting the health, safety, and welfare of the Owners, users, and occupants of the same and, in particular, for the improvement, repair, operation, and maintenance of the Easement Area, the Common Area, and the Common Property. The Common Area and the Common Property are required to be maintained by the Association, including, but not limited to, the payment of taxes, insurance thereon, if any, for the cost of labor, equipment, material, and management furnished with respect to the Easement Area, the Common Area, the Common Property, and any and all other Common Expenses. Each Owner hereby covenants and agrees to pay to the Association:

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

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

B. Pro-rata Share. The pro-rata share of each Owner for purposes of this paragraph shall be the percentage obtained by dividing one by the total number of Lots shown on the plat or plats of McKenzie Glen, as the same may be recorded from time to time.

C. Liability for Assessments. Each assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot and shall constitute a lien upon each Lot from and after the due date thereof in favor of the Association. Each such Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Lot at the time when the Assessment is due. However, the sale or transfer of each Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessments as to payments which become due prior to such sale or transfer. The lien for any Assessment shall for all purposes be subordinate to the lien of any Mortgagee whose mortgage was recorded prior to the date such Assessment first became due and payable. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

D. Basis of Annual Assessments. The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all anticipated Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves as the Board of Directors deems appropriate for periodic repair and replacement of the Easement Area, Common Property and Common Area. A copy of this budget shall be delivered to each Owner within thirty (30) days prior to the beginning of each fiscal year of the Association. Notwithstanding anything contained in the Declarations to the contrary, during the period that the Developer is in control of the Association, no allowance for contingencies or reserves are required to be assessed, levied, collected, or held by the Association.

E. Basis of Special Assessments. Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied for such year may be insufficient to pay the Common Expenses for such year, the Board of Directors shall call a special meeting of the Association to consider imposing such special Assessments as may be necessary for meeting the Common Expenses for such year. A special Assessment shall be imposed only with the approval of a majority of the Owners, and shall be due and payable on the date(s) determined by such Owners, or if not so determined, then as may be determined by the Board of Directors.
F. Fiscal Year, Date of Commencement of Assessments, Due Dates. The fiscal year of the Association shall be the calendar year and may be changed from time to time by action of the Association. The annual Assessments on each Lot in McKenzie Glen shall commence on the first day of the first month following the month in which Declarant first conveys ownership of any Lot to an Owner; provided, that if any Lot is first occupied for residential purposes prior to being conveyed by Declarant, full Assessments shall be payable with respect to such Lot commencing on the first day of the first month following the date of such occupancy. The Declarant shall have the right, but not the obligation, to make up any deficit in the budget for the Common Expenses for any year in which Declarant controls the Association, subject to its right to be reimbursed therefor as provided herein. The first annual Assessment shall become due and payable on the date of initial transfer of title to a Lot to the Owner thereof. If such transfer occurs during the first six (6) months of the fiscal year, the Owner shall be assessed a full year's Assessment. If such transfer is made in the second six (6) months of the fiscal year, the Owner shall be assessed a pro rata share of the Assessment based upon the number of months remaining in the fiscal year; provided, however, that if such transfer occurs in the last three (3) months of the fiscal year, the Owner shall not be liable for any portion of the Assessment for that fiscal year of the Association. The annual Assessment for each year after the first assessment year shall be due and payable on the fifteenth day of the first month of each fiscal year of the Association. Annual assessments shall be due and payable in full on the above date, except that the Board of Directors may from time to time by resolution authorize the payment of such Assessments in monthly, quarterly, or semi-annual installments.

G. Duties of the Association.

(i) The Board of Directors of the Association shall cause proper book and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, the books and records of which shall be kept in the office of the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. Except as may be otherwise provided in the Association's By-Laws, the Association shall cause financial statements to be prepared at least annually for each fiscal year of the Association, and shall furnish copies of the same to any Owner or Mortgagee upon request. The Board of Directors of the Association shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed to the Owners or their designated representatives. Notices of the amounts of the annual Assessments and the amounts of the installments thereof shall be sent annually within thirty (30) days following the determination thereof. Notices of the amounts of special Assessments shall be sent as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any installment thereof. In the event such notice is mailed less than thirty
(30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days of actual mailing of such notice.

(ii) The Association shall promptly furnish upon request to any Owner, prospective purchaser, title insurance company, or Mortgagor a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to any Lot in which the requesting party has a legitimate interest. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(iii) The Association shall notify any Mortgagor from which it has received a request for notice: (a) of any default in the performance of any obligation under this Declaration by any Owner which is not cured within sixty (60) days; (b) of any condemnation or casualty loss that affects either a material portion of McKenzie Glen or the Lot securing its mortgage; (c) of any lapse, cancellation, or material modification of any insurance policy or fidelity bond required to be maintained by the Association; and (d) any proposed action which requires the consent of the Mortgagors or a specified percentage thereof, as set forth in the Declarations.

H. Non-Payment of Assessments, Remedies of Association.

(i) If any assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorney's fees, be a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot, provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

(ii) If any Assessment upon any Lot is not paid with thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorney's fees, shall bear interest from the date of delinquency until paid at a rate of eighteen percent (18%) per annum; and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorney's fees, and, in the event a judgment is obtained, such judgment shall include such interest, costs, and attorney's fees.
I. Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year, except that so long as the Declarant controls the Association, Declarant may, in its sole discretion, make up such deficit; provided, however, the Declarant shall be reimbursed by the Association for such funded deficits, together with interest at 10% per annum until so reimbursed, from available surpluses in later years or through a special assessment at the time of transfer of control of the Association to Owners. Thereafter, such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special assessments for such purpose, at the option of the Association. After Declarant turns over control of the Association as required herein, in the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common Expenses for that fiscal year, a Pro-rata Share of such excess shall be a credit against the Assessment(s) due from each Owner for the next fiscal year(s); provided, that Declarant shall first be reimbursed for deficits previously paid as required above before such excess shall be so credited to Owners.

J. Initial Assessments. During the first year following the date of recordation of the Declaration for Section 1 of McKenzie Glen, the total Assessments per Lot per year shall not exceed Three Hundred dollars ($300). In each year thereafter, the total Assessments per Lot per year shall not be increased by more than twelve percent (12%) over the previous year, until such time as the Declarant relinquishes control of the Association. In no event shall the annual Assessments exceed Four Hundred Fifty ($450) per year per Lot without the approval of a majority of the Owners; provided, however, that said maximum amount may be increased by no more than five percent (5%) per year by the Board of Directors without such consent.

K. Notice and Quorum for Any Action to Increase Assessments. Written notice of any meeting called for the purpose of increasing the regular or special Assessments of the Association shall be sent to all Owners not less than thirty (30) days nor more than (60) days in advance of the meeting. At the first such meeting called, the presence of fifty percent (50%) of Owners or of proxies entitled to vote shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be twenty-five percent (25%) of Owners or of proxies. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Nothing contained in this paragraph shall be construed to limit the ability of the Developer or the Board of Directors to increase Assessments up to the amounts permitted by paragraphs 4(J) hereof.

L. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessment lien. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining
the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

6. REMEDIES.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, Association, and any Owner within McKenzie Glen, may proceed at law or in equity to prevent the occurrence of continuation of any violation of these Restrictions, but neither Developer nor Association shall be liable for damages of any kind to any person for failing either to abide by, enforce, or carry out any of these Restrictions.

B. Government Enforcement. The Greenfield City Plan Commission ("Planning Commission"), its successors and assigns, shall have no right, power, or authority, to enforce any covenants, commitments, restrictions, or other limitations contained herein other than those covenants, commitments, restrictions, or limitations that expressly run in favor of the Planning Commission; provided further, that nothing herein shall be construed to prevent the Planning Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to approval of the plats of McKenzie Glen by the Planning Commission.

C. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions 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 continuation of such violation or violations of these Restrictions.

7. EFFECT OF BECOMING AN OWNER.

The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors, and assigns, such Owners covenant, agree, and consent to and with Developer and to and with the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with, and perform such Restrictions and agreements.

8. TITLES.

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. 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 neuter.
9. DURATION AND AMENDMENT.

This Supplemental Declaration shall be effective for an initial term of twenty (20) years and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless as of the end of any term both the Owners of ninety percent (90%) of the Lots and the Mortgagees of at least ninety percent (90%) of the Lots vote to terminate this Supplemental Declaration, in which case this Supplemental Declaration shall terminate as of the end of the term during which such vote was taken. Notwithstanding the preceding sentence, all easements created or reserved by this Supplemental Declaration shall be perpetual unless otherwise expressly indicated herein.

A. The Association shall have the right to amend this Supplemental Declaration at any time, and from time to time, upon the recommendation of an amendment to the Association by its Board of Directors, and the subsequent approval of such amendment by both the Owners of at least seventy-five percent (75%) of the Lots and ninety percent (90%) of the Mortgagees; provided, however, that any such amendment of this Declaration shall require prior written approval of the Developer so long as Developer owns any Lots within McKenzie Glen. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Developer when their approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the office of the Recorder of Hancock County.

B. Developer hereby reserves the right to make such amendments to this Supplemental as may be deemed necessary or appropriate by Developer without the approval of any other person or entity, in order to bring this Supplemental Declaration of McKenzie Glen into compliance with the requirements of any public agency having jurisdiction thereof or of any agency guaranteeing, insuring, or approving mortgages, so long as Developer owns any Lots within McKenzie Glen; provided that the Developer 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 Supplemental Declaration to any Owner or substantially increases the obligations imposed by this Supplemental Declaration on any Owner. Declarant further reserves the right to make such amendments to this Supplemental Declaration as may be deemed necessary or appropriate by Developer.

C. Subject to the other requirements of this paragraph 9, unless at least two-thirds (2/3) of the Mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Developer) of the Lots have given their prior written approval, the Association shall not be entitled to:

(i) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Easement Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area, Common Property Easement Area by the Association shall not be deemed a transfer within the meaning of
this clause);

(ii) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

(iii) by act or omission change, waiver, or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of the residences, the exterior maintenance of the residences, the maintenance of the Easement Areas, or the upkeep of lawns and plantings in the Development;

(iv) use hazard insurance proceeds for losses to any of the Common Area, Common Property or Easement Area other than for the repair, replacement, or reconstruction of the Common Area, Common Property, or Easement Area.

10. RIGHTS OF MORTGAGEES.

Except to the extent otherwise provided in paragraph 5(L), no breach of this Supplemental Declaration shall defeat or render invalid the lien of any mortgage now existing or hereafter executed upon any portion of the Development; provided, however, that if all or any portion of said Development is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this Supplemental Declaration. Notwithstanding any other provision of this Supplemental Declaration, neither the Owners nor the Association shall have any right to make any amendment to the Declarations or Articles and By-Laws of the Association which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Development at the time of such amendment.

11. EXPANSION OF SUBDIVISION.

A. Method and Scope of Expansion. Developer, at its option, and from time to time, may expand McKenzie Glen to include all or any parts of the tract described in the attached Exhibit B, by the addition of further sections consisting of one (1) or more Lots and any Common Property, Common Area, and/or Easement Area which in the discretion of Developer is appropriate for addition with such sections. Such further sections, consistent in detail and layout with the plats of sections previously recorded, which plat shall specifically reference this Supplemental and the Plat Declarations, and by such reference, such plat shall be subject to the terms and provisions hereof and of the Plat Declarations to the same extent as if the same were originally subject hereto as a part of the property described in Exhibit A hereto and in the Plat Declarations.

B. Future Improvements. All buildings, streets, and other improvements in all additional sections shall be consistent in quality of construction with the section(s) already in McKenzie Glen as of the date of this Supplemental Declaration.
12. **SEVERABILITY.**

Every provision of this Supplemental Declaration is hereby declared to be independent of, and severable from, the other provisions hereof and of and from every combination of the provisions hereof. Therefore, if any of the provisions hereof shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the provisions hereof.

IN WITNESS WHEREOF, witness the signature of Developer this 8th day of July, 1998.

BRANDYWINE LAND CORPORATION

By: [Signature]

State of Indiana  )
) SS.

Before me, Notary Public in and for said County and State, personally appeared E. Leroy Summers, the President of Brandywine Land Corporation, Owner of McKenzie Glen Subdivision, who acknowledged execution of the foregoing Supplemental Declaration of Covenants and Restrictions of McKenzie Glen, as such officer action for and on behalf of said corporation, and who having been duly sworn, stated the representations therein contained are true.

Witness my hand and Notarial Seal this 8th day of July, 1998.

My commission expires:

This instrument was prepared by Patricia Summers.
Dedication of Covenants and Restrictions and Plat Restrictions:

Know All Men By These Presents: That Brandywine Land Corporation, Owner of
the lands shown and described hereon has caused to made the attached plat
entitled "McKenzie Glen Phase I, Section 1 and Section 2," the same being a
subdivision of the Northeast Quarter of Section 34, Township 16, Range 7 East,
Center Township, Hancock County, Indiana.

1. The express Purpose of the plat is to subdivide the above property into lots in
order to create more suitable sites for development.

2. The official zoning regulations now in effect or as the same may be amended
from time to time, changed or amended applicable to the area within which the
subdivision is located shall be observed.

3. The Streets together with all existing and future planting, trees and shrubbery
thereon, as shown on the attached plat, are hereby dedicated to the perpetual
use of the public for proper purposes, reserving to the dedicaties, their
successors or assigns the reversion or reversions thereof, whenever
discontinued by Law.

4. There is hereby created an easement within all areas designated herein as
"DRAINAGE AND UTILITY EASEMENT" for the installation and maintenance of
to all utilities, including without limitations, electricity, telephone services, water
and sewer distribution and collection services, and any other utilities or services
that may, in the future, be engaged or caused to be installed by the developer,
its successors or assigns, and/or owners of property within the subdivision;
such easement being in favor of the utility or service companies duly authorized
to do business within and franchised for the subject area. NO permanent
buildings or trees shall be placed on said areas designated as "DRAINAGE
AND UTILITY EASEMENT" but same may be used for garden, shrub
landscaping and other purposes that do not then or later interfere with the
aforesaid uses or rights of herein described.

5. No lot shall be used except for residential purposes. No building shall be
erected, altered, placed or permitted to remain on any lot other than one
detached single family dwelling not to exceed two and one-half stories in height
and a private attached garage for not more than three cars. All buildings shall
be brick or masonry construction on the exterior of the first story.

This instrument was prepared by Patricia Summers
CERTIFICATE OF CORRECTION

Regarding the Plat of McKenzie Glen, Section 1-A, per plat prepared by Benchmark Surveying, Inc. and Certified by Donn M. Scotten, R.L.S. No. S0510 and recorded as Instrument Number 96-23997 in Plat Cabinet B, Slide 273 in the Office of the Recorder of Hancock County, Indiana.

ITEM CORRECTED: Rear Lot Line Dimension for Lot Number 22.

REMARKS: This certificate is for the purpose of correcting a drafting error in the preparation of the aforesaid plat.

Witness my hand and seal this 1st day of July, 1997

Donn M. Scotten
Registered Land Surveyor No. S0510
State of Indiana

Duly Entered
For Taxation

Jul 0 3 1997