Covenants
For

Ovail Ridge
95 544745 - "Plat Type E/ES" 4 pages -
95 57682 - "Ovail Ridge HDA" 14 pages -

Hamilton County
COVENANTS AND RESTRICTIONS

The undersigned, Westfield Investment Company, L.P., an Indiana Limited Partnership, the owner and developer (hereinafter "Developer") of the real estate described on the plat herein, does hereby layoff, plat and subdivide the same in accordance with the foregoing plat of Quail Ridge Subdivision (hereinafter "Subdivision").

This Subdivision shall be known and designated as Quail Ridge, and shall be subject to the following restrictions which shall operate as perpetual covenants:

1. All streets shown and not heretofore dedicated are hereby dedicated to the public for its use.

2. All lots as shown on the plat herein shall be known as residential lots (hereinafter "Lots").

3. Drainage swales (ditches) along dedicated streets within the right-of-way or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Hamilton County Surveyor or the Town of Westfield, Indiana. Lot owners must maintain these swales as added grassways or other non-eroding surfaces. Water from roof or parking areas must be contained long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriately sized culverts or other approved structures have been installed as approved and permitted by the Hamilton County Surveyor.

4. Any Lot owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given 10 days notice by registered or certified mail to repair said damage, after which time, if no action is taken, the Hamilton County Surveyor will cause said repairs to be accomplished, and the Lot owner shall be responsible for the payment of all expenses associated with such repairs, forthwith.

5. No home occupation shall be conducted or maintained on any Lot.

6. All water systems and methods of sewage disposal in this Subdivision must be in compliance with the regulations or procedures by the State Board of Health and rules and regulations of the Town of Westfield, Indiana.

7. No structure shall be erected, placed or permitted to remain upon any Lot in this Subdivision, except one (1) single family dwelling house and one mini storage barn no greater than ninety-six (96) square feet in size. No home shall exceed two and one half (2½) stories or thirty-five (35) feet in height. Each single-family residence constructed upon a Lot within this
subdivision shall include an attached two (2) car garage. The means of ingress and egress to said attached garage shall be over a hard surface driveway. All residences will require masonry on fifty percent (50%) of the front elevation of the first floor of the homes, excluding garage doors, windows, doors, gables, dormers, and return walls.

8. No residence shall be erected or maintained on any Lot in this Subdivision having a total living area, exclusive of open porches and garages, of less than one thousand four hundred (1400) square feet.

9. No structure shall be erected, placed or altered on any Lot in this Subdivision unless and until the plot plan showing the location of such structure, and plans and specifications for the building of such structure requiring a foundation have been approved as to conformity and harmony of external design and location with existing structures in the Subdivision and as to the topography and finished ground elevation of such Lot by Developer or any person to whom the right of such approval has been assigned by Developer; PROVIDED, however, that such requirement shall be conclusively deemed satisfied for all purposes if no written objection is received by the Lot owner within thirty (30) days of the receipt of all such plans by developer. The right to approve such plans as set forth in this paragraph may be assigned by Developer to any other person or entity so long as the assignment is in writing and Developer may waive the rights herein to any successor or assign with respect to any Lot or Lots.

10. The owner of any Lot in the Subdivision 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, each Lot 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 Subdivision.

d. Cut down or remove dead trees.

e. Where applicable, prevent debris or foreign material from entering any pond, or, when any such debris has entered a pond from the Lot, remove same immediately, and maintain in a clean and orderly manner.
f. Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

In the event that the owner of any Lot in the Subdivision shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these restrictions, the Developer, or any owner of any Lot within the Subdivision shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and improvements situate thereon, if any, conform to the requirements of these restrictions. The cost therefor to Developer shall be collected in any reasonable manner from the owner. Neither Developer nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

11. No noxious or offensive activities shall be carried on any Lot in the Subdivision, nor shall anything be done on any of said Lots that is or is likely to become an unreasonable annoyance or nuisance to any owner of another Lot in the Subdivision.

12. Front building setback lines are hereby established as shown on this plat. No buildings or structures of any kind shall be erected or maintained between the setback lines and property lines adjacent to the street. The strips of ground shown on this plat and marked "drainage and utility easements (D. & U.E.)" are reserved for the use of the public utilities for the installation of water and sewer mains, ducts, lines, wires, and drainage facilities subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained on said strips of land, but owners of Lots in this Subdivision shall take their titles subject to the rights of the public utilities, the rights of the Grantee of any drainage easement, and to the rights of the owners of the other Lots in this Subdivision.

13. No animals shall be kept or maintained on any Lot in the Subdivision, except the usual household pets, and in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

14. No antennas, satellite dishes or other equipment used to receive radio or television transmissions shall be installed either outside of or upon any building on any of the Lots without the written consent of the Developer. Developer may assign the right to approve said equipment to Quail Ridge Homeowners Association, Inc. by doing so in writing.

15. No owner of any Lot in the Subdivision shall build or permit the building upon said Lot of any dwelling house that is to
be used as a model home or exhibit house without permission to do so from the developer.

16. No sump pump drains shall outlet onto the street.

17. No trees or shrubs shall be planted in the Hamilton county right-of-way or in the drainage or utility easements.

18. All swimming pools shall be in-ground pools and fenced and screened. The locations and screening shall be approved by the Developer or any person to whom the right has been assigned by the Developer.

19. Water from house footing drains, roof water drains or sump pumps may not discharge into the sanitary sewers.

20. No boats, campers, trailers of any kind, or recreational vehicles of any kind shall be permitted to park anywhere in the Subdivision for more than four (4) hours unless fully enclosed inside a building, or unless the same is necessary and incidental to Developer's business on the property.

21. Certain areas on the plat are designated by the Developer as Common Properties (also referred to as Greenspace). The Common Properties shall be made up of parks, open fields, ponds and/or other undeveloped land. The Common Properties are designated as such in perpetuity and no residential or commercial structures (including but not limited to community pools, clubhouses, etc.) shall be built on such Common Properties in the future, notwithstanding any future vote to the contrary by Lot owners.

22. Each resident shall be responsible for installing and maintaining a mailbox of a type and size approved by Developer which is identical in color, size, shape and configuration with other mailboxes in the Subdivision. The Developer or the builder shall designate placement at curb front.

23. It is understood by the owners' successors in interest that the described real property lies in close proximity to an operating airport and that the operation of the airport and the landing and take-off of aircraft may generate high noise levels.

Therefore, in consideration of the issuance by the Indiana Department of Transportation of a permit pursuant to Indiana Code 8-21-10-3-b to construct a residential building or other building designed for noise sensitive uses on said real property in accordance with the terms of owners' application, owner(s) hereby covenant that they shall not initiate or support action in any court or before any governmental agency if the purpose of the action is to interfere with, restrict, or reduce the operation of the airport or the use of the airport by any aircraft. Owners further covenant that they shall not protest or object to the
operation of the airport or the landing or take-off of aircraft before any court or agency of government. The covenants contained herein shall run with the land and shall be binding upon the owners, their successors, and assigns.

24. Any person or persons acquiring title to any portion of the real estate in this Subdivision shall take the same subject to all of the terms, provisions, covenants, and restrictions herein contained and those contained in any Declaration of Covenants and Restrictions placed of record in Hamilton County, Indiana, by Developer prior to the acquisition of title by such person and subject to any amendments or any supplements to any such Declaration of Covenants and Restrictions theretofore or thereafter made pursuant to the terms of such Declaration of Covenants and Restrictions.

25. If the parties hereto, or any of them, their successors or assigns, shall violate or attempt to violate any of the covenants, restrictions, provisions, terms or conditions, herein, it shall be lawful for any person owning real estate in this Subdivision to prosecute any proceeding at law or in equity against any persons violating or attempting to violate any such covenants and to recover damages or other remedies for such violation.

26. The restrictions, covenants and provisions set forth herein shall run with the land and shall remain in full force for twenty (20) years from the date of recording, at which time said covenants shall automatically be extended for successive periods of ten (10) years, unless a majority of the then owners of said Lots in this Subdivision vote to change said covenants in whole or in part.

27. The invalidity of any of the foregoing covenants, restrictions, provisions, terms or conditions by judgment of Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

28. Nothing contained herein shall be construed or interpreted to restrict the activities of the Developer or any builder engaged in the development of the Subdivisions or in the sale of Lots. During the Development Period, Developer or any such builder shall be entitled to engage in any activities and to construct, install, erect and maintain facilities, upon any portion of the Subdivisions at any time, as in the sole opinion of the Developer or such builder may be reasonably required, or convenient or incidental to, the development of the Subdivisions and sale of the Lots; such facilities may include, without limitation, storage areas, signs, parking areas, model homes, construction offices, sales offices and business offices.
IN WITNESS WHEREOF, the undersigned has executed this Declaration of Covenants and Restrictions this 4th day of October, 1995.

WESTFIELD INVESTMENT COMPANY, L.P.

[Signature]
Ralph L. Wilfong, General Partner

STATE OF INDIANA )
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Westfield Investment Company, L.P., by Ralph L. Wilfong, as General Partner, who acknowledged the execution of the foregoing Covenants and Restrictions.

Witness my hand and Notarial Seal this 4th day of October, 1995.

[Signature]
Notary Public

Printed

My Commission Expires:

My County of Residence:

[Signature]
PATRICIA REMMERT
NOTARY PUBLIC STATE OF INDIANA
HAMILTON COUNTY
MY COMMISSION EXT JUNE 30, 1996

This instrument prepared by Charles A. Carlock (#17258-49), Kunz and Kunz, 320 N. Meridian Street, #528, Indianapolis, Indiana 46204.

Return to: 1350 Greyhound Court, Carmel, Indiana 46032.

[Signature]
Doug C. Tebbe

CORPORAT\W256QUAL.RDG/CAC/bh
DECLARATION OF COVENANTS AND RESTRICTIONS
OF QUAIL RIDGE HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made this 24th day of OCTOBER, 1995, by WESTFIELD INVESTMENT COMPANY, L.P. (hereinafter sometimes referred to as "Developer"),

WITNESSETH THAT:

WHEREAS, the Developer desires to develop a residential community which will encompass the property described in Article II of this Declaration and desires to create on said property recreational facilities and other common facilities for the benefit of the community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of said community and for the operation and maintenance of said facilities, and to this end desires to subject the real estate described in Article II, together with such other additions as may hereafter be made thereto, to the covenants, restrictions, conditions and charges (hereinafter referred to as "covenants and restrictions") hereinafter set forth; and

WHEREAS, Developer deems it desirable for the effective preservation of values and amenities in said community to create an agency to which should be delegated and assigned the power and authority of maintaining and administering the facilities and enforcing the covenants and restrictions and collecting the assessments and charges hereinafter created; and

WHEREAS, there has been, or will be, incorporated under the laws of the State of Indiana as a not-for-profit corporation, Quail Ridge Homeowners Association, Inc., (hereinafter referred to as
"Homeowners Association") for the purpose of exercising and carrying out said functions.

NOW, THEREFORE, Westfield Investment Company, L.P., an Indiana limited partnership, hereby declares that the platted Lots and land located within Section One, as more fully set out in Article II, Section 1, of these Declarations and all platted Lots and lands that may be made additions to the Development as set out in Article II, Section 2, of these Declaration shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of Lots and lands in the Development and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said Lots situated therein. All of the restrictions shall run with the land and shall be binding upon the Developer and the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property and any part or parts thereof subject to such covenants and restrictions and shall inure to the benefit of the Developer and everyone of Developer's successors in title to any of the real estate in the Development. The Developer specifically reserves unto himself the right and privilege, prior to the recording of the plat of a particular Lot or tract within the Development to exclude any real estate as shown from the Declaration or to include additional real estate.
ARTICLE I
Definitions

The following words, when used in this Declaration or any Supplemental Declaration, (unless the context shall prohibit) shall have the following meanings:

(a) "DEVELOPMENT" shall mean and refer to all such properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions hereof.

(b) "Quail Ridge Properties" shall mean and refer to all properties and additions thereto owned by the Developer, including the one hundred three (103) acres platted and referred to in Article II, Section 1 and the one hundred four (104) acres referred to in Article II, Section 2(b).

ARTICLE II

Property Subject to this Declaration and Provisions for Additions Thereto

Section 1. Development. Developer is the owner or has an interest in and is in the process of developing approximately 103 acres, consisting of residential, recreational and commercial lands, and to that end has platted, or is platting Quail Ridge and Pine Ridge Subdivisions on 103 acres, the legal description of which is attached and marked Exhibit "A" and made a part of this Declaration, subject to the covenants and restrictions of this Declaration.

Section 2. Additions to the Development. Additional property may become subject to this Declaration in the following manner:

(a) By Developer: Additional properties may be added to the Development and subject to the covenants and restrictions: (i) upon the filing and recording of a plat of the properties to be added, which plat shall incorporate this Declaration of Covenants and Restrictions by reference; or (ii) upon the filing and recording of a Supplementary Declaration of Covenants and Restrictions by Developer or his successors or assigns. A Supplemental Declaration incorporating by reference the provisions of this Declaration shall be sufficient to conform with this Section. In addition, such Supplemental Declaration may contain such complementary additions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no
event, however, shall such Supplementary Declaration revoke the covenants established by this Declaration within the Development.

(b) By Potential Owners. Owners of Lots in an additional 104 acres currently owned by Developer, the legal description of which is attached as Exhibit "B", which may be developed at some future time, may subject their Lots in said additions to this Declaration of Covenants and Restrictions, together with a description of owners' Lots in said platted subdivision. A Supplemental Declaration incorporating by reference the provisions of this Declaration shall be sufficient to conform with the requirements of this Section. In addition, such Declaration may contain such complementary additions not contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplemental Declaration revoke the covenants established by this Declaration within the Development.

(c) By Others. Upon approval in writing of the Homeowners Association, pursuant to the vote of its members as provided in its Bylaws, and only upon such approval, the owner of any property who is desirous of adding it to the jurisdiction of the Homeowners Association, may file and record a Supplemental Declaration of Covenants and Restrictions which shall extend the scheme of covenants and restrictions of this Declaration to such property. Such Supplemental Declaration of Covenants and Restrictions may contain such complementary additions and modifications of such covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplemental Declaration revoke the covenants contemplated by this Declaration within the Development.

ARTICLE III
Character of the Development

Section 1. In General. Every numbered Lot in the Development, unless it is otherwise designated by the Developer, is a residential Lot and shall be used exclusively for single family residential purposes. No other structures shall be erected, placed or permitted to remain upon any of said residential Lots, except one mini storage barn no greater than ninety-six (96) square feet in size. All tracts of land located within the Development which have not been designated by numbering as residential building Lots
in the recorded plats may be subject to other land use, including commercial, provided the same is consistent with the development of a planned community. The Developer reserves unto himself the right to change the character of the designated commercial or other land use at any time in the future, and, where necessary, to apply to the necessary governmental body for such reclassification, rezoning or variance of use as needed to accommodate the Developer's planned use. The recorded plats will also include Common Properties (also referred to as Greenspace) which shall be made up of parks, open fields, ponds and/or other undeveloped land. The common Properties are designated as such in perpetuity and no residential or commercial structures shall be built on such Common Properties in the future notwithstanding any future vote to the contrary by future Lot owners.

ARTICLE IV
Restrictions Regarding Construction Improvement and Maintenance

Section 1. Residential Setback Requirements.

(a) **Front Yards.** The front building setback lines shall be all as set forth upon the plats of the Development.

(b) **Cul De Sacs.** If the particular Lot abuts on a cul de sac, the front building setback line shall be as shown on the plat of that Lot.

Section 2. Time in Which to Build Structures. Every structure placed upon any Lot in the subdivisions shall be completed within twelve (12) months after the beginning of such construction or placement. If a house is not completed upon a Lot within the prescribed time, the Developer shall have the right and option to repurchase the Lot for a price, in cash, equal to the owner's cost basis in the Lot and the fair market value of such improvements, but not to exceed the owner's direct cost of such improvement. No house constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination as to whether the house is substantially completed shall be made by the Developer and such decision shall be binding upon all parties. All structures constructed or placed on any Lot shall be constructed of substantially new materials, and no used structures shall be relocated or placed on any such Lot. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.
ARTICLE V

General Prohibitions

Section 1. Signs. No signs or advertisements shall be displayed or placed on any Lot or structures in the Development (other than interior window, Developer, or builder signs) without the prior written approval of the Developer.

Section 2. Vehicle Parking. No campers, trailers, boats or similar vehicles shall be parked on any street in the Development, and no inoperative motor vehicle or truck shall be parked or stored for overnight or longer on any Lot in the Development, unless the same shall be parked in such a manner that it is not visible to the occupants of other Lots in the Development or the users of any street in the Development.

Section 3. Trash Receptacles. No burning out-of-doors of garbage or other refuse shall take place, and any outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be placed and kept as not to be visible from any street within the Development at anytime, except at the times when refuse collections are being made.

ARTICLE VI

Quail Ridge Homeowners Association, Inc.

Section 1. Organization. In order to facilitate the management of the Development, Developer has caused, or will cause, to be organized an Indiana not-for-profit corporation, known as Quail Ridge Homeowners Association, Inc.

Section 2. Common Properties. Developer may from time to time at Developer's option convey the Common Properties (also referred to as Greenspace) or any part thereof, to the Homeowners Association, and upon such conveyance all obligations of Developer with respect to the Common Properties or any part thereof thus conveyed shall cease and terminate and the Homeowners Association shall assume the obligations, management, and operation of same. The conveyance of the Common Properties by Developer shall be made by quitclaim deed. In no event may the Homeowners Association develop residential or commercial buildings (including but not limited to community pools, clubhouses, etc.) on the Common Properties or submit this area to any other use inconsistent with the plat restrictions (Covenants and Restrictions).

Section 3. Management. The Homeowners Association together with the Developer, shall assume the management and operation of the Common Properties until such time as the Common Properties are conveyed to the Homeowners Association, at which time the
Homeowners Association shall assume the exclusive management and operation of the properties so conveyed.

Section 4. Maintenance of Common Properties. All Common Properties including cobblestone paths, swales, dry detention areas or other landscaping dividing Quail Ridge and Pine Ridge Subdivisions, which have been conveyed to the Homeowners Association, shall be maintained by the Homeowners Association. Any maintenance or alteration to the Common Properties which is required by the Hamilton County Surveyor and/or the Hamilton County Drainage Board shall be performed by the Homeowners Association.

Section 5. Membership. Membership in the Homeowners Association shall be restricted to persons, corporations, partnerships or other legal entities (hereinafter referred to as "Persons"), who are owners (legal or equitable), of numbered residential Lots or unplatted land as are made subject to the Declaration of Covenants and Restrictions or any Supplemental Declaration under the provisions thereof in the Development and who are owners of Lots in the 104 undeveloped acres of land set forth in Exhibit "B".

Section 6. Voting Rights. The Homeowners Association shall have two (2) classes of voting members:

(a) Class A members who shall be entitled to one (1) vote for each numbered residential Lot.

(b) Class B members shall be the developer, or any person who shall hereafter succeed to the Developer's business and properties substantially as a whole. Class B members shall be entitled to three votes for each acre of unplatted land in Quail Ridge Properties owned by the Class B member until such time as the Class B member either sells the last Lot in the Quail Ridge Properties or rescinds its voting rights in writing, at which time the voting rights of the Class B member shall terminate.

Section 7. Creation of the Lien and Personal Obligation of Assessments. Class A members, except the Developer, hereby covenant for each Lot owned by him within the Development, and each purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Homeowners Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost
of the collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The Developer and Class B members shall not be subject to assessment.

Section 8. Purpose of Assessments. The assessment levied by the Homeowners Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members, and in particular, for the improvement and maintenance of the ponds, landscaping, common areas and other facilities devoted to this purpose.

Section 9. Annual Assessments. The assessment year shall begin Nov. 1, 1995 and end Oct. 31, 1996. The annual assessment for the assessment year commencing Nov. 1, 1995, shall be $100.00 per Lot; for the assessment year commencing Nov. 1, 1996, $125.00 per Lot; and for the assessment year commencing Nov. 1, 1997, the annual assessment may be increased or decreased only by a vote of the members. For any person becoming a member during an assessment year, the annual assessment for such year shall be prorated on a monthly basis to the month immediately following the month of membership.

Section 10. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 9 hereof, the Homeowners Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement and upon the Quail Ridge properties, including the necessary fixtures and personal property related thereto; provided that, any such assessment shall have the assent of two-thirds of the votes of Class A and B members entitled to vote, as governed by Article VI, Section 5, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 11. Duties of the Board of Directors. The Board of Directors of the Homeowners Association shall prepare a roster of the properties and assessments applicable thereto and shall be kept in the office of the Homeowners Association and open to inspection by any member.

Written notice of the assessment shall thereupon be sent out to every owner subject thereto.

The Homeowners Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Homeowners Association, setting forth whether said assessment has been paid. Such certificate
shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 12. Effect of Nonpayment of Assessments; the Personal Obligation of the Owner; the Lien Remedies of Oatli Ridge Homeowners Association, Inc. If the assessments are not paid on the date or dates when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then owner, his heirs, devisees, successors and assigns.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Homeowners Association may bring an action at law against the owner personally obligated to pay the same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any subsequent assessment.

Section 14. "Junior Lien" Provisions. If any premises subject to the lien hereof shall become subject to the lien of a mortgage or deed of trust, (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage or deed of trust; and (2) the foreclosure of the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien hereof, but said charges as shall have accrued up to the date of foreclosure or the acceptance of a deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust with the foreclosure purchaser or deed in lieu, grantee taking title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.
ARTICLE VIII
General Provisions

Section 1. Covenants to Run With Land. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Homeowners Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years from the date that this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages against the land to enforce any lien created by these covenants; and failure by the Homeowners Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Declaration the day and year first above written.

WESTFIELD INVESTMENT COMPANY,
LIMITED PARTNERSHIP

By: Ralph L. Wifong, General Partner

STATE OF INDIANA

SS:

COUNTY OF HAMILTON

Before me, a Notary Public, in and for said County and State, personally appeared Ralph L. Wifong, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions.
Witnes my hand and Notarial Seal this 14th day of October, 1999.

[Signature]
Notary Public

My Commission Expires: ____________________________

COUNTY OF RESIDENCE: ____________________________

Prepared By: Kunz and Kunz, 320 W. Meridian St., Indianapolis, IN 46204

Return To: Wilfong Land Co., 1350 Greyhound St., Carmel, IN 46032
EXHIBIT 'A'
QUAIL RIDGE

Parcel B: Part of the North Half of Section 2, Township 18 North, Range 3 East in Hamilton Township, Hamilton County, Indiana, described as follows:

Beginning at the East line of the Northeast Quarter of Section 2, Township 18 North, Range 3 East 660.00 feet North 00 degrees 34 minutes 25 seconds West (approximate bearing) at the Southeast corner of said Northeast Quarter; thence North 00 degrees 34 minutes 25 seconds West 134.78 feet; thence South 88 degrees 35 minutes 51 seconds West 1245.03 feet; thence South 00 degrees 34 minutes 25 seconds East parallel with the East line of said Northeast Quarter 635.45 feet; thence South 88 degrees 46 minutes 05 seconds West 812.08 feet; thence South 81 degrees 01 minutes 35 seconds West 234.24 feet; thence South 80 degrees 29 minutes 11 seconds West 243.38 feet; thence North 79 degrees 25 minutes 47 seconds West 217.45 feet; thence North 89 degrees 42 minutes 29 seconds West 589.00 feet; thence North 33 degrees 51 minutes 41 seconds West 26.24 feet; thence North 01 degree 46 minutes 02 seconds West 04.77 feet; thence North 13 degrees 34 minutes 12 seconds East 50.00 feet to a point on a non-tangent curve, the radius point of which lies 175.00 feet North 12 degrees 34 minutes 12 seconds East of said point; thence Southwesterly, running to the left on said curve, an arc distance of 21.31 feet to a point that is 175.00 feet South 06 degrees 35 minutes 30 seconds West of the radius point of said curve; thence North 01 degree 19 minutes 25 seconds West 472.85 feet; thence North 46 degrees 52 minutes 32 seconds West 161.33 feet; thence North 29 degrees 14 minutes 27 seconds West 163.13 feet; thence North 01 degree 16 minutes 25 seconds West 32.85 feet; thence South 88 degrees 40 minutes 35 seconds West 472.43 feet to a point that is 1364.00 feet North 00 degrees 36 minutes 25 minutes West from a point on the South line of the North Half of said Section 2, that is 08.00 feet East of the Southeast corner of the West Half of the Northwest Quarter of said Section 2; thence South 00 degrees 36 minutes 26 seconds East 1364.00 feet to said point on the South line of said North Half; thence North 00 degrees 13 minutes 26 seconds East on the South line of said North Half 3085.02 feet to a point that is 060.00 feet West of the Southeast corner of said North Half; thence North 00 degrees 24 minutes 28 seconds East parallel with the East line of said Northeast Quarter 869.00 feet; thence North 88 degrees 13 minutes 58 seconds East parallel with the South line of said North Half 869.00 feet to the place of beginning, containing 56.477 acres, more or less.

Subject to the Statutory Easement for the Right-of-Way for the Edwin W. Osborne Legal Drain as set out in Order Book No. 74 of the Circuit Court of Hamilton County, Indiana, and to all other legal easements and rights-of-way.

Dated: February 14, 1995
Parcel C: Port of the North Half of Section 2, Township 18 North, in Washington Township, Hamilton County, Indiana, described as follows:

Beginning on the East line of the Northeast Quarter of Section 2, T North, Ranges 3 East 124.79 feet North 00 degrees 16 minutes 25 seconds East of the Southeast corner of said Northeast Quarter South 88 degrees 38 minutes 31 seconds West 124.79 feet; thence 34 degrees 34 minutes 25 seconds East parallel with the East line of said Northeast Quarter 59.65 feet; thence South 88 degrees 46 minutes 20 seconds West 618.00 feet; thence South 01 degree 20 minutes 00 seconds West 243.30 feet; thence South 88 degrees 35 minutes 47 seconds West 217.49 feet; thence South 01 degree 14 minutes 20 seconds West 243.30 feet; thence North 88 degrees 34 minutes 12 seconds East 50.00 feet to a point on a non-tangent curve, the radius point of a curve of 175.00 feet, North 13 degrees 34 minutes 12 seconds East of said curve, Southeast to the left on said curve, an arc distance of 300.00 feet to a point that is 175.00 feet South 01 degree 20 minutes 00 seconds West 472.83 feet; thence North 40 degrees 00 minutes 32 seconds West 50.00 feet; thence North 01 degree 20 minutes 22 seconds East 83.31 feet; thence South 88 degrees 35 minutes 35 seconds West 472.83 feet to a point that is 134.48 degrees 36 minutes 26 seconds West from a point on the South Half of said Section 2, that is 85.00 feet East of the Southeast corner of the South Half of said Section 2, that is 85.00 feet East of the Southeast corner of the West Half of said Section 2, a distance of 270.00 feet to a point that is 85.00 feet East of the East line of said West Half; thence North 88 degrees 34 minutes 15 seconds East 1202.17 feet to a point that is 870.05 degrees 09 minutes 25 seconds East on a line that is perpendicular to the East line of said Section 2 and extends 500.00 feet South 88 degrees 40 minutes 00 seconds West of the Northeast corner of said Northeast Quarter; thence South 09 minutes 23 seconds East on said line 915.50 feet that is 0000.00 feet North of the South line of the North Half of said Section 2, thence North 01 degree 13 minutes 00 seconds East parallel with line 1141.98 feet to a point that is 1570.00 feet South 88 degrees 59 seconds West of the East line of said Northeast Quarter; thence South 54 minutes 25 seconds West parallel with said East line 1570.00 feet to the East line of the Northeast Quarter; thence South 00 degrees 34 minutes 23 seconds East line 345.22 feet to the place of beginning, containing 48.48 acres.

Subject to the Statutory Easement for the Right-of-Way for the Eлага Drain as set out in Order Book No. 74 of the Circuit Court of Hamilton County, Indiana, and to all other legal easements and rights-of-way.

Dated: February 14, 1995
Parcel D: Part of the North Half of Section 2, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, described as follows:

Beginning at a point on the North line of the Northeast Quarter of Section 2, Township 18 North, Range 3 East that is 2725.00 feet South 00 degrees 00 minutes 55 seconds West (assumed bearing) from the Northeast corner of said Northeast Quarter, thence South 01 degree 09 minutes 25 seconds West on a line that is perpendicular with said North line 1795.70 feet to a point that is 0000.00 feet North of the South line of the North Half of said Section 2; thence North 01 degree 09 minutes 25 seconds East on a line that is perpendicular with said South line 1795.70 feet to a point that is 0000.00 feet West of the East line of said Northeast Quarter; thence North 00 degrees 13 minutes 58 seconds East parallel with said East line 800.00 feet to a point that is 1570.00 feet South 00 degrees 13 minutes 58 seconds West of the East line of said Northeast Quarter; thence North 00 degrees 13 minutes 58 seconds East parallel with said South line 800.00 feet to the East line of said Northeast Quarter; thence North 00 degree 13 minutes 58 seconds West on said East line 904.94 feet to the place of beginning, containing 30.000 acres, more or less.

Subject to the Statutory Easement for the Right-of-Way for the Amp Kendall Legal Drain, an open ditch crossing the above described real estate.

Subject to the Statutory Easement for the Right-of-Way for the Edwin W. Osborne Legal Drain as set out in Parcel Book 074 of the Circuit Court of Hamilton County, Indiana.

Subject to the Right-of-Way for State Road No. 32, per an Agreement made between the Board of County Commissioners of Hamilton County, Indiana and the Indiana State Highway Commission on September 18, 1922 and a Petition to change and establish the width of the Westfield and Lebanon Road Rescinded on September 5, 1922 by the Commissioners Court of Hamilton County, Indiana, and to all other legal easements and rights-of-way.

Parcel B: Part of the North Half of Section 2, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, described as follows:

Beginning at the Northeast corner of the Northeast Quarter of Section 2, Township 18 North, Range 3 East; thence South 00 degrees 00 minutes 55 seconds West (assumed bearing) on the North line of said Northeast Quarter 2725.00 feet; thence South 01 degree 09 minutes 25 seconds West on a line that is perpendicular with said North line 1795.70 feet to a point that is 0000.00 feet North of the South line of the North Half of said Section 2; thence North 01 degree 09 minutes 25 seconds West on a line that is perpendicular with said South line 1795.70 feet to a point that is 0000.00 feet East of the East line of the West Half of the Northwest Quarter of said Section 2 and 1604.80 feet North, 30 degrees 55 minutes 26 seconds West from a point on the South line of the North Half of said Section 2, that is 60.00 feet East of the Southeast corner of the West Half of the Northwest Quarter of said Section 2; thence North 01 degree 11 minutes 25 seconds West parallel with said West line 800.00 feet to a point that is 1570.00 feet South 00 degrees 11 minutes 25 seconds East on a line that is perpendicular with said South line 800.00 feet to a point that is 0000.00 feet West of the East line of said Northeast Quarter; thence North 00 degree 11 minutes 25 seconds East parallel with said East line 904.94 feet to the place of beginning, containing 30.000 acres, more or less.

Subject to the Right-of-Way for State Road No. 32, per an Agreement made between the Board of County Commissioners of Hamilton County, Indiana and the Indiana State Highway Commission on September 18, 1922 and a Petition to change and establish the width of the Westfield and Lebanon Road Rescinded on September 5, 1922 by the Commissioners Court of Hamilton County, Indiana, and to all other legal easements and rights-of-way.

Date: February 14, 1955