DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
VILLAGES AT GRASSY CREEK

THIS DECLARATION, made on the ___ day of ______, 19__, by
CROISMAN COMMUNITIES PARTNERSHIP, an Indiana general partnership,
( "Declaration"),

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate, located in Johnson County,
Indiana, which is more particularly described in Exhibit "A" (hereafter "Property") attached hereto
and by this reference, made a part hereof, upon which Declarant intends to develop a residential
subdivision known as Villages at Grassy Creek.

NOW THEREFORE, Declarant hereby declares that all the Property shall be held, sold and
conveyed, subject to the following covenants, restrictions, limitations, covenants and conditions,
which are for the purpose of protecting the value and desirability of, and which shall run with the
Property and be binding on all parties having any right, title or interest in the Property, or any part
thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Name

The subdivision of the Property created by this Declaration shall be known and designated
as Villages at Grassy Creek, a subdivision located in Johnson County, Indiana.

ARTICLE II

Definitions

The following terms, when used throughout this Declaration, shall have the following
meanings and definitions:

Section 2.1 "Articles" means the Articles of Incorporation of the Association (as hereininafter
defined) filed, or to be filed, with the Office of the Secretary of State of Indiana, as the same are or
hereafter may be amended from time to time.
Section 2.2 "Association" means the VILLAGES AT GRASSY CREEK HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, its successors and assigns.

Section 2.3 "Board of Directors" means the Board of Directors of the Association.

Section 2.4 "Builder" means a person or entity engaged in and responsible for the original construction of a residence on a Lot.

Section 2.5 "Common Area" means: (1) those portions of the Property, including improvements thereto, facilities and personal property owned, to be owned, leased or subleased by the Association from time to time for the common use, benefit and enjoyment of the Owners (as hereinafter defined), (2) Lake Area, as defined below, and (3) items of any type common Area for maintenance purposes only. Unless expressly stated to the contrary, the term Common Area as used herein (whether or not so expressed) shall include all portions of the Property designated on the Plat (as hereinafter defined) as a "BLK", "Common Area", "C.A." or such other areas within the Property that are otherwise identified on the Plat (as hereinafter defined) as a lot or street. The Common Area to be conveyed to the Association at the time of conveyance of the first Lot to an Owner as described in the Plat (as hereinafter defined).

Section 2.6 "Common Expenses" shall mean and refer to expenses of administration of the Association, and expenses for the upkeep, maintenance, repair and replacement of all Common Area, and all sums lawfully assessed against the Owners by the Association, and all sums, costs and expenses declared by this Declaration to be Common Expenses.

Section 2.7 "Declaration" means the CROSSMANN COMMUNITIES PARTNERSHIP, an Indiana general partnership, and its successors and assigns.

Section 2.8 "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and is no longer own[ing] any Lot or any other portion of the Property. The Development Period shall recommence each time the Declarant acquires any part (or all) of the Additional Property.

Section 2.9 "Dwelling Unit" means any single-family residence situated upon a Lot (as hereinafter defined).

Section 2.10 "Lake Area(s)" means any Common Area on which a lake now exists or is later constructed by Declarant or "Lake" means a body of water which now exists or is later constructed by Declarant in a Lake Area.

Section 2.11 "Lot" or "Lots" means, as the context requires, any parcel or parcels of land designated as such upon the Plat (as hereinafter defined) or, after construction, any parcel of land upon which there is constructed a Dwelling Unit that is conveyed to an Owner (as hereinafter defined) by the Declarant. Subject to any necessary approval of the appropriate governmental.
authority, a "Lot" may contain portions of real estate greater or less than its originally platted dimensions should the Declarant deem it advisable in order to accommodate the construction of a Dwelling Unit.

Section 2.12 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely to secure the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant.

Section 2.13 "Plat" means the subdivision plan of the Property, which is recorded with the Recorder of Johnson County, Indiana, as the same may be hereafter amended or supplemented pursuant to this Declaration.

ARTICLE III

Property Rights, Easements and Encroachments

Section 3.1 Owners' Easements of Utilization of Common Area. Every Owner shall have a non-exclusive right and easement of enjoyment, in common with all Owners, as and in any Common Area, which non-exclusive right and easement or enjoyment shall be appurtenant to and shall pass with title to every Lot (in the form of a right to membership in the Association), subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities, if any, situated upon the Common Area owned by the Association.

(b) The right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, by any Owner: (i) for any period during which any assessment remains unpaid and (ii) for a period not to exceed sixty (60) days for any violation of its published rules and regulations.

(c) The right of the Association to promulgate reasonable rules and regulations governing the use of the Common Area owned by the Association including, without limitation, parking, swimming, boating, fishing, (including the denial thereof of any such rights) and upon improvements, additions or alterations to the Lots and the Common Area owned by the Association.

(d) The rights of Declarant as provided in this Declaration, as the same may be amended from time to time.
(c) The right of the Association to mortgage any or all of the Common Area owned by the
Association, upon the approval of two-thirds (2/3) of the membership of each class of members of
the Association.

(3) The easements reserved elsewhere in this Declaration and the right of the Association to
grant further reasonable utility easements accrue and through the Common Area owned by the
Association for the benefit of its members.

(g) The right of the Association to dedicate by transfer all or any part of the Common Area
owned by the Association to any public agency, authority or utility for such purposes and subject
to such conditions as may be agreed to by the members or otherwise allowed pursuant to this
Declaration, as amended. No such dedication or transfer, except as allowed pursuant to this
Declaration, shall be effective unless there is recorded an instrument agreeing to such dedication or
transfer signed by two-thirds (2/3) of the membership of each class of members of the Association,
and

(i) All other rights, obligations and duties as set forth in this Declaration, as the same may
be from time to time amended or supplemented.

Section 3.2. Dedication of Use. In accordance with the By-Laws and any reasonable and
non-discriminatory rules and regulations promulgated from time to time by the Association, and
subject in the rights of dedicators set forth in this Declaration, any owner may assign his or her right
of enjoyment of the Common Area owned by the Association, to family members, guests, tenants
or contract purchasers who reside on the Lot.

Section 3.3. General Obligations and Access Rights to the Common Areas.

(a) Except as otherwise set forth in this Declaration, the Association, subject to the rights of
the Owners as set forth in this Declaration, shall be responsible for the management and control for
the exclusive benefit of the Owners as provided herein of the Common Area owned by the
Association and for the maintenance of the same in good, clean, attractive, safe and sanitary
condition, order and repair.

(b) The Association shall have and hereby grant to a general right of access and easement to
all of the Common Area owned by the Association and across the Lots, at reasonable times and
at any time in case of emergency, as reasonably required by its officers, directors, employees and
their agents and independent contractors, for the full extent necessary or appropriate to perform its
obligations and duties as set forth in this Declaration. The easements and rights specified herein also
are reserved for the benefit of Declarant so long as Declarant owns any portion of the Property and
for so long as Declarant may be liable under any builder's warranty.

Section 3.4. General Disclaimer. Utility, Sewer and Other Development Easements - The
following rights reserved in this Section shall not be exercised after the conveyance of any Lot, in
a manner that (i) unreasonably and adversely affects any Dwelling Unit or portion thereof located upon such Lot or the Owner's use or enjoyment thereof, or (ii) unreasonably restricts the rights of ingress and egress to such Lot. The following rights and easements reserved by Declarant in this Section shall run with the land, and Declarant's rights to further aler or grant easements shall automatically terminate and pass to the Association one (1) year after Declarant shall have conveyed the last Lot within the Property.

(a) Declarant hereby reserves unto itself during the Development Period, and thereafter unto any public or private utility, a general easement ("Drainage, Utility and Sewer Easement") for drainage, utility and sewer purposes on, on and over all of the Common Area and any Lot, so as to permit Declarant to properly install and allow to be maintained all electrical, telephone, water, gas, sanitary and signing sewer, television (including but not limited in cable and/or satellite) transmission facilities, security systems and other utility services (including all necessary limits, pipes, wires, cables, ducts, antennae and other equipment and facilities) to serve any Dwelling Unit constructed on the Property. Any Drainage, Utility, Sewer and other Development Easement shall include all areas of the Property outside any Dwelling Units, with the exception of any areas covered by streets, drives, or patios. Improvements or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair or remove any necessary facilities. By virtue hereof, Declarant reserves the right to install a lake(s) or pond(s) on any Common Area. The rights hereunder and easements hereby reserved survive the conveyance of the Property to the Association. Any easement shall be in addition to any easement defined upon a Plat as a drainage, sewer, utility, cable, landscape, sign, transmission, drainage or similar type easement.

(b) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an easement ("Lake Easement") and right-of-way in and to any Lake Area(s) or Lake now or hereafter shown on the Plat as a "Lake," "Common Area," or "Lake" or any other Common Area within the Property used as a water retention or detention area, or on which a Lake now exists or is later constructed. For the purpose of fulfilling any maintenance obligations set forth in this Declaration and/or establishing and maintaining proper surface water drainage throughout the Property, an easement of ingress and egress through so much of the remainder of the Property as is reasonably necessary or appropriate, to perform such actions as Declarant or the Association deem necessary or appropriate, for the purpose of establishing and maintaining proper surface water drainage throughout the Property, which such actions shall include the construction, repair and maintenance of retention and detention ponds or lakes in accordance with the requirements of applicable law and all governmental agencies having jurisdiction (without undertaking any obligation or duty to exceed such requirements).

(c) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the right and an undivided sign and facilities easement ("Sign and Facilities Easement") to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs advertising the Property or the Lots therein, lighting, walkways, pathways, fences, walls and any
other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property (except upon any Lot after the final conveyance thereof). Any such signs shall comply with any applicable zoning requirements and all such facilities shall be maintained by the Association as a part of its Common Area maintenance obligations.

(d) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, the full right, title and authority to

(i) Relocate, alter or otherwise change the location of any Drainage, Flowage, Utility, Sewer and Lake, Sign and Facilities Easement, or any facility at any time located therein or thereon.

(ii) Grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate for ingress and egress, utility and similar purposes or within any portion of the Property, for the benefit of the Property or any portion thereof.

(iii) Describe more specifically or to change the description of any Drainage, Flowage, Utility, Sewer, Lake, Sign and Facilities Easement or any other easement, license or right-of-way now or hereafter existing on the Property, by written instrument, amended as required by the Recorder of Villages of the Common Area.

(iv) The title to the Association (as to the Common Area owned by the Association during the Development Period) and of any Owner of any Lot shall be subject to the rights and easements reserved herein.

Section 5.0 - Condominium for Incentive Purposes. An easement is hereby dedicated and granted for use, in the case of an emergency by emergency vehicles such as fire trucks, police cars and ambulances and emergency personnel, public and private, over and upon the Common Area.

Section 6.0 - Fee Title to Lot. The fee title to any Lot described as bounded by any street, lane, walkway, park, pond, lake, or any other common property which has not been dedicated or allocated by the public and the fee title to any Lot shown on any Plan as abutting upon any such common property shall extend upon such common property and the fee title to such common property is reserved to the grantor to be conveyed to the Association for the common enjoyment of all owners in Villages of the Common Area.

Section 7.0 - Dedicated Drainage, Utility, and Sewer Easements. There are strips of ground designated on the Plan as drainage easements, utility easements, sewer easements, sanitary sewer easements and upon sewer easements, or any combination thereof, which are hereby dedicated to the appropriate governmental entities, public utilities, and private utilities for the installation and maintenance of sewers, ditches, pipes, drains, sanitary sewers, manholes, detention and retention areas or other drainage facilities. Purchasers of Lots in this subdivision shall take title subject to
such easements hereby created and subject at all times to the rights of proper authorities in service and maintenance of such drainage facilities and easements, and no permanent structure of any kind and no plant thereof except fences which do not retard or impede the flow of drainage water and which are properly maintained pursuant to Section 6.3 below, shall be built, erected or maintained on said drainage easements. It shall be the responsibility of the Association and the Owners of the areas enclosed within such easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon and over the land for the benefit of the Owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper governmental agency or department or any private or public utility. Proper governmental agencies or departments and public and private utilities are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat issued by those agencies. Failure to so comply shall give rise to a waiver and release of the Declaration, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage.

Furthermore, there are easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of other land contained within the Plat, upstream and downstream. It shall be the responsibility of the Association and the Owners of those natural valleys and channels on their land and main that natural valleys and channels be in such manner and condition that the flow of storm drainage waters on, across and from such area shall not be impeded, diverted or accelerated.

Not that As a Declaration Limiting, Landscaping, and Vegetation are not Easements. Any strip of ground shown or designated on the Plat for (i) mounding easements, (ii) landscape or landscape maintenance easements, and/or (iii) sign easements, are hereby reserved for such (i) mounding easements, (ii) landscape easements and/or landscape maintenance easements and/or (iii) sign easements. Declarant hereby reserves unto itself during the Development Period and, thereafter, unto the Association, any such easements for the purpose of (i) providing space which either advertise the Property and the availability of Lots or identify the Property or, (ii) installing landscaping, mounding, and screening, within those strips of ground shown on the Plat as landscaping, mounding, and sign easements. Notwithstanding anything in this Declaration to the contrary, no plantings shall be done, and no hedges, walls, fences, or other improvements shall be erected or maintained in the area of such easements, except by the Declarant during the Development Period. Furthermore, notwithstanding anything in this Declaration to the contrary, no plantings shall be done, and no hedges, walls, fences, or other improvements shall be erected or maintained in the area of such easements, except by the Declarant during the Development Period.
public highway or right-of-way along the perimeter or boundary of the Property, except by the
Declarant.

Section 3.9 Street Designation. All streets now or hereafter located upon the Property are
hereby dedicated to the public.

Section 3.10 Easement Work. Notwithstanding any architectural approval under Section 6.2
below, during the course of any maintenance, service, repair or work upon any easement, the
Declarant, the Association, any private utility, any public utility, and/or any governmental entity
shall have the right and the authority, without any obligation or liability whatsoever imposed, on any
owner, to remove, repair, or destroy any fence or other structure or landscaping, built, errected,
maintained or planted in any easement described in Section 3.7 and Section 3.8 above.

Section 3.11 No Access. There may be strips of ground designated on the Plat as "no access
strips", "no access", "no access easement", "no access line", or by other similar language. Vehicular
trips, trips, and traveling and/or the construction of improvements for such ingress, egress and/or
traveling is prohibited on, over, or across any such strips or areas.

Section 3.12 Reservation of Right by Grantow apropri: The Declarant hereby reserves the
right, in its discretion, to (i) grant easements upon, under, over and across the Property, for the benefit
of land which is adjacent to the Property and/or (ii) to obtain, for the benefit of the Property,
easements upon, under, over and across the real estate which is adjacent to the Property.

ARTICLE IV

Association Membership, Voting Rights, Board of Directors, and
Professional Management

Section 4.1 Membership. Initially, the person(s) who serve as incorporator(s) of the
Association shall be the member(s) of the "Initial Member(s)". The Initial Member(s) shall remain
members of the Association until the Association Articles of Incorporation are accepted by the
Indiana Secretary of State, at which time the Initial Member(s) shall cease to be members(s) unless
they also qualify as Class A or Class B members. Every owner of a Lot which is subject to
assessments shall be a member of the Association. Apart from the Initial Member(s), a membership
in the Association shall be appointive so and may not be separated from ownership of any Lot.

Section 4.2 Classes of Membership and Voting Rights. The Association shall have the
following two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Dracter.
Class A members shall be entitled to one (1) vote for each Lot owned. When more than one

-9-
person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member shall be the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned. For purposes of this calculation, it shall be assumed that Declarant owns all Lots, which number shall be reduced as Lots are conveyed by the Declarant to an Owner. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier: (a) when the total number of votes outstanding in the Class A membership is equal to the total number of votes outstanding in the Class B membership; or, (b) December 31, 2004

Section 4.4 Board of Directors: The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association.

Section 4.5 Professional Management: No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days or less.

ARTICLE V

Covenant for Maintenance Assessments

Section 5.1 Creation of the Liens and Personal Obligation of Assessments: Declarant, for each Lot now or hereafter owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed hereafter, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay in the Association:

(a) Regular Yearly Assessments (for maintenance, repairs and ordinary operating expenses, including Common Expenses), and

(b) Special Assessments for capital improvements and operating deficits and for special maintenance or repairs as provided in this Declaration.

Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with prejudgment interest at eight percent (8%) per annum, costs and reasonable attorneys' fees, shall be a charge on the Land and shall be a continuing lien upon the property against which such assessment is made. Each such
Section 5.3 Purpose of Regular Yearly Assessments. The Regular Yearly Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the recreation, health, safety and welfare of the occupants in the Property, for the improvement, maintenance and repair of the Common Area, for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. And if necessary, a portion of the Regular Yearly Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Area, and other capital improvements which the Association is required to maintain.

Section 5.4 Maximum Regular Yearly Assessment.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Regular Yearly Assessment on any Lot shall be $120.00 per Lot per year.

(b) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year not more than 10% above the maximum Regular Yearly Assessment for the previous year, without a vote of the membership.

(c) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year by more than 10% above the maximum Regular Yearly Assessment for the previous year, with the approval of two-thirds (2/3) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

(d) The Board of Directors from time to time may fix the Regular Yearly Assessment, without a vote of the membership, in any amounts not in excess of the maximum.

Section 5.5 Special Assessments for Capital Improvements and Operating Deficits. In addition to the Regular Yearly Assessments authorized above, the Association may levy a Special Assessment applicable in that year only for the purpose of constructing, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may incur from time to time. Provided that any such assessment shall have the assent of two-thirds (2/3) of those members of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

Section 5.6 Quorum. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all Members not less than thirty (30) days nor
more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total number of votes entitled to be cast (Class A and Class B votes combined) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.5 Uniform Rate of Assessment. Regular Yearly Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed at a uniform rate for all Lots, except that Declarant and any individuals or entity purchasing a Lot or Lot solely for the purpose of construction of a for-sale Dwelling Unit thereon (a “Builder”) shall pay only twenty-five percent (25%) of the Regular Yearly Assessments and Special Assessments so long as any Dwelling Unit constructed upon a Lot by Declarant or Builder has not been conveyed to an Owner intending to occupy or rent said Dwelling Unit as a residence or leased to an individual or entity for use in a residence.

Section 5.7 Date of Commencement of Yearly Assessments. Due Dates. The Regular Yearly Assessments provided for herein shall commence as to each Lot within a recorded Plat on the first day of the first month following the recording of such Plat. The Board of Directors shall fix any increase in the amount of the yearly assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Yearly Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection period (i.e., annual, monthly, lump-sum or otherwise) for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 5.8 Effect of Nonpayment of Assessments. Remedies of the Association. If any assessment (or periodic installment of such assessment, if applicable) is not paid on the due date established therefor pursuant to this Declaration, then the entire unpaid assessment (together with interest thereon, costs and attorney’s fees as provided in this Declaration) shall become delinquent and shall constitute a continuing lien on the Lot to which such assessment relates, binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall not pass to such Owner’s successors in title unless expressly assumed by them. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, for the recovery of the assessment, plus interest, costs and attorney’s fees 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, costs of the action and reasonable attorneys fees to be fixed by the court. No Owner may waive or otherwise escape liability for the assessments provided for herein by manner of the Common Area owned by the Association or abandonment of his Lot.

Section 3.4 Subordination of the Liens to Mortgages: Sale or Transfer. The lien of the assessments provided for herein shall be subordinate to the lien 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. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due from the Lot or the owners thereof, and, except as hereinafter provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from the Association, issued pursuant to this Declaration, as to whether or not such assessments have been paid.

ARTICLE VI
Use, Restrictions, and Architectural Control

Section 6.1 Lot Use and Occupancy. All Lots shall be used exclusively for single family residential purposes, except that Declarant, during the Development Period, reserves (a) the rights provided in this Declaration respecting the Property generally, and (b) the right to subdivide, dedicate or otherwise convey or designate all or any portion of any one or more Lots which may be sold from time to time for recreational or other common use and benefit of all Owners and others members of the Association. Any Lot or portion thereof designated for common use shall become part of the Common Area owned by the Association, and reasonable rules and regulations shall be promulgated and enforced with respect thereto so that the use and enjoyment of adjacent Lots by the Owners thereof shall not be unreasonably disturbed. Except as provided in the Declaration, no Lot shall be subdivided to form units of less area. Each Lot shall be conveyed as a separately described and legally described tract to be subject to the covenants, conditions and restrictions contained herein.

Section 6.3 Architectural Control. No building, outbuilding, mailbox, fence, satellite dish, wall or other structure, except original construction of Dwelling Lots by or on behalf of the Declarant, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein, other than by the Declarant, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved by writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, until the end of the Development

-12-
Period, and thereafter by the Board of Directors of the Association. After the Development Period, the Board of Directors may appoint three (3) or more representatives to an Architectural Committee. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval thereof as above provided. However, there shall be no such approval of the planting of hedges, walls, fences, structures and/or other improvements prohibited under Section 3 above, and any such approval shall be null and void. In the event that written approval is not obtained as required hereunder within thirty (30) days after complete plans and specifications have been submitted, then the request for approval shall be deemed denied.

Section 6.3. Leasing. Any Lot may be leased by its Owner.

Section 6.4. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Property, on any Lot, or in any Dwelling Unit, except that no more than a total of two (2) dogs, cats, or other normal household pets may be kept in residences subject to rules and regulations adopted by the Association through its Board of Directors, provided that such pets do not breed, nor maintain, for any commercial purpose.

Section 6.5. Garbage Storage: All clotheslines, equipment, garbage cans, service yards, woodpiles or storage piles shall be kept from view of neighboring homes and streets. All rubbish, trash or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate therein. Trash must be stored in enclosed containers.

Section 6.6. Street Lines. Final Building lines are hereby established as shown on the Plat. Between such Final Building lines and the right-of-way lines there shall be erected, placed or located no structure or part thereof, except fences in keeping with architectural style as specifically approved by the Declaration until the end of the Development Period, and thereafter by the Association Board of Directors or Architectural Review Committees; provided, however, except that in no case will such fences be permitted on the public right-of-way. The building lines which are from public right-of-way lines are parallel to and measured perpendicular from these public right-of-way lines.

Section 6.7. Side Yards. The minimum side yard and minimum rear yard requirements shall be those established by any and all applicable ordinances including, but not limited to, the applicable zoning and subdivision council ordinances.

Section 6.8. Temporary Structures and Outbuildings. No structure of a temporary character, tent, shack, basement, garage, barn or other out-building shall be erected, placed, or altered upon any Lot for use as a residence either temporarily or permanently, or at any time be used for such purpose.

Section 6.9. Motor Vehicles. The repair of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any Lot unless entirely within a garage permitted to be constructed per the terms of the Declaration.
Section 5.16. Noxious or offensive activities shall be carried on or be permitted to exist on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance. Any structure or building permitted to be constructed on any Lot by this Declaration, which may be all or in part destroyed by fire, wind, storm or any other cause, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after such occurrence.

Section 5.17. No use shall be made of any Lot except as permitted by applicable ordinances, including the applicable zoning and subdivision control ordinances under which this Property is developed.

Section 5.18. No house footing drain or roof water drain shall be discharged into the sanitary sewers.

Section 5.19. Number of Dwelling Units. The number of Dwelling Units shall not exceed the number of Lots within the Property.

Section 5.20. Residential Use. Lots may be used only for residential purposes and only for one single-family dwelling, a private garage, and other such outbuildings as are usual and incidental to the use of a residential lot. All lots in this subdivision shall be designated as residential Lots, and no house shall exceed two and one-half (2-1/2) stories or thirty-five (35) feet in height.

Section 5.21. Size. Subject to any further restrictions imposed by any recorded commitment, every single-family dwelling erected, placed, altered or maintained on any Lot within shall have a minimum lot area, exclusive of open porches, unattached basements and attached garages, of not less than what is required by applicable ordinances, including the zoning and subdivision control ordinances.

Section 5.22. Unsightly Grading. In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Property, and no visible piles of unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declaration or the Association to cut weeds or clear the refuse from the Property at the expense of the Owner, and there shall be a lien against said Property for the expense thereof, which lien shall be due and payable immediately. If such lien is not promptly paid, the Association or the Declarant may file suit and recover such amount together with reasonable attorneys' fees and costs of collection.

Section 5.23. Site Visibility. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and nine (9) feet above the street 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 points twenty-five (25) feet from the intersection of said streets lines, or in the case of a rounded property corner from the intersection of the street lines extended. The above sightlines
limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such right lines. No fences shall be permitted to be constructed between the front set back line and the street curb.

Section 6.18. Septic tanks, grease traps, etc. No septic tanks, grease traps, sump pumps, contractor trailers, tents, campers, mobile homes, disabled vehicles, and/or trailers shall be permitted to park on the Property or a Lot unless fully enclosed in a garage, or unless the same is necessary and incidental to the Decedent’s, Builder’s or Association’s business on the Property.

Section 6.19. Sign Limitations. No sign of any kind, other than those installed by Decedent, the Association, or a Builder, may be displayed to public view on any Lot, except that one sign with an area of not more than six (6) feet may be displayed with the purpose of advertising the Lot for sale.

Section 6.20. Lakes and Lake Areas. Except as otherwise provided, no individual using a Lake, if any, has the right to cross another Lot or trespass upon shoreline of within a Common Area owned by the Association, subject to the rights of the Decedent, the Association, their employees, heirs, successors and assigns as set forth in the Declaration. No one shall do or permit any action or activity which could result in pollution of any Lake, diversion of water, elevation of any Lake level, earth disturbance resulting in settling or any other conduct which could result in an adverse effect upon water quality, drainage or proper Lake management except as provided in the Declaration. A Lake may not be used for swimming, ice skating, boating, or for any other purpose, except for drainage of the Property, unless expressly and specifically approved by the Board of Directors in writing and allowed by law. Lakes and Lake Areas may or may not exist on the Property, and the reference throughout this Declaration to Lakes and Lake Areas is made in order to address Lakes and Lake Areas, if any, which now exists or are later constructed upon the Property. The installation on the Property of any Lake or Lake Area shall be within the sole discretion of the Decedent, and under no circumstances shall the Decedent be required or obligated to install any Lakes or Lake Areas. Only the Decedent and the Association shall have the right to store items or develop recreational facilities upon any Common Area owned by the Association adjacent to a Lake.

Section 6.21. Rules and Regulations. The Board of Directors from time to time may promulgate further rules and regulations concerning the use of Lots and the Common Area owned by the Association. A majority of those Owners voting at a meeting called for the purpose may rescind or modify any rule or regulation adopted by the Board of Directors. Copies of all rules and regulations shall be furnished by the Board to all Owners, at the Owners last known address, prior to the time when the same shall become effective. The Association shall have current copies of the Declaration, Articles and By-Laws, and other rules concerning the Property as well as its own books, records and financial statements available for inspection by Dwelling Unit Owners or by holders, insurers and guarantors of first mortgages, that are secured by Dwelling Units in the Property. These documents shall be available during normal business hours or under other reasonable circumstances.
Section 6.22 Development and Sale Period. Nothing contained in this Article shall be constructed or interpreted to restrict the activities of Declaration or a Builder in connection with the development of the Property and sale of Lots. During the Development Period, Declaration or a Builder shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities on any portion of the Property at any time owned or leased by Declaration or a Builder, as in the sole opinion of Declaration or a Builder may be reasonably required, or convenient or incidental to, the development of the Property and sale of the lots, such facilities may include without limitation, storage areas, signs, parking areas, model residences, construction offices, sales offices and business offices.

Section 6.23 Outside Use of Lots. Except in an individual patio area appurtenant to a Dwelling Unit, no planting or gardening shall be done, and no fences, hedges, walls or other improvements shall be erected or maintained upon the Property except such as installed in accordance with the initial construction of the buildings located thereon or as approved by the Board of Directors. Above ground swimming pools are prohibited on the Property.

Section 6.24 Notice of Zoning Changes. Notice is hereby given that certain written commitments were made in connection with the zoning of all or part of the Property under the Ordinance No. 96-10 of the Common Council of Greenwood, Indiana, which written commitments include those recorded with the Recorder of Johnson County, Indiana, as Instrument No. 97027536.

Section 6.25 Alleys/Yards. All mailboxes installed upon Lots shall be uniform and shall be of a type, color and manufacture approved by the Declaration during the Development Period and, thereafter, by the Board of Directors of the Association.

Section 6.26 Yard Lights. The Builder on each Lot shall supply and install a yard light in operable condition on such Lot at a location, having a height and of a type, style and manufacture approved by the Declaration during the Development Period and, thereafter, by the Board of Directors of the Association. Each such light fixture shall also have a bulb of sufficient wattage to insure uniform illumination on each Lot and shall be equipped with a photo-electric cell or similar device to insure automatic illumination from dusk to dawn each day. The yard light thereafter shall be maintained in proper working order by the Owner of each Lot.

ARTICLE VII

Maintenance, Repair and Replacements

Section 7.1 No Vacancy. Except as specifically provided in this Declaration, each Owner shall furnish and be responsible for the maintenance of all portions of his Lot. All fixtures and equipment installed within or as part of the Dwelling Unit, commencing at the points where the utility lines, wires, conductors or systems enter the Lot upon which said Dwelling Unit is located, shall be
maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all
maintenance and repair of his Lot and Dwelling Unit which, if neglected, might adversely affect any
other Lot or Dwelling Unit or any part of the Common Area owned by the Association. Such
maintenance and repairs include, but are not limited to, all exterior surface, siding, roof, gutters,
internal water lines, plumbing, electric lines, gas lines, appliances, and all other fixtures, equipment
and accessories belonging to the Owner and a part of or appurtenant to his Dwelling Unit or Lot.

Section 1.3 Common Properties and Lands by the Association

(a) The Association, as part of its duties, and as part of the Common Expense, shall provide
for:

(i) Maintenance of the Common Area. Maintenance of the Common Area shall
include, but shall not be limited to, fertilizing, trimming any lawns, mowing and trimming
when necessary of the grass and trees and maintenance of any other improvements within the
Common Area.

(ii) Maintenance of the entrance signs, permanent subdivision identification sign, and
landscaping installed by the Deed estate in any Common Area, Landscape Estate, or
Landscape Maintenance Estate.

The Board of Directors may adopt such other rules and regulations concerning maintenance,
repair, use and enjoyment of the Common Area owned by the Association (or any items deemed
Common Area for purposes of maintenance only) as it deems necessary.

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

(c) The authorized representatives of the Association, the Board of Directors and the
Managing Agent for the Association (if any) are hereby granted an easement for access upon and to
any Lot as may be required in connection with maintenance only, repairs or replacements of or to
the Common Area owned by the Association or any items deemed as Common Area for purposes
of maintenance only, including, but not limited to, access to any easements reserved by any Plat of
any portion of the Property for such purposes.
ARTICLE VIII

Insurance

Section 8.1 Liability Insurance. The Association shall purchase a master comprehensive general liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive general liability insurance policy shall cover the Association, its Board of Directors, any committee or agent of the Association or Board of Directors, all persons acting or who may come to act as agents, or employees of any of the foregoing with respect to the Association. It shall also cover all Common Areas owned by the Association, public ways and any other areas under the Association’s control or supervision. The premiums for all such liability policies shall be a Common Expense.

Section 8.2 Fidelity Bonds. The Association shall have blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The Association bonds shall name the Association as the obliged and the premium shall be paid as a Common Expense by the Association. Any management agent that handles funds for the Association shall be covered by its own fidelity bond, which must provide the same coverage required of the Association. The Association shall be named as an additional obligee in the management agent’s bond. The fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. In addition, the fidelity bond coverage shall be at least one (1) years’ assessments to all Dwelling Units in the Property, plus the Association’s reserve funds. If available, these fidelity bonds must include a provision that calls for ten (10) days written notice to the Association or insurance issuer before the bond can be canceled or substantially modified for any reason.

Section 8.3 Miscellaneous Insurance Provisions. The Association shall obtain any other insurance required by law to be maintained, including but not limited to workmen’s compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance shall also provide for and cover cross liability claims against insured parties against another insured party. Such insurance shall include the Association, its Board of Directors and any managing agent acting on behalf of the Association. The premiums for all such insurance coverage shall be a Common Expense.

Section 8.4 Casualty and Restoration. Damage to or destruction of any Common Area actually owned by the Association due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. The same obligation shall apply to an Owner, and not the Association, for damage or destruction to the Owner’s Dwelling Unit. For purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding of the damaged property to as near as possible the same condition as it existed immediately prior to the damage or destruction, with the same or a similar type of architecture.
Section 9.4 Inadequacy of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are inadequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for repairing the damage and reconstructing the Common Area actually owned by the Association or any improvements damaged or destroyed on the costs therefor in excess of insurance proceeds received, if any, shall be paid by the Association which shall then have the right to levy a Special Assessment against all Lots for such deficiency.

Section 9.5 Surplus of Insurance Proceeds. In the event that there are any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Property. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against any Owner for committing willful or malicious damage.

ARTICLE IX

Mortgages

Section 9.1 Mortgagee Notices. In addition to any other rights provided elsewhere in this Declaration, any mortgagee, lender or endorsers holding a first mortgage or first mortgages upon any Lot or Lots, jointly or singly, may pay any real estate taxes or other taxes or charges which are in default and which may or have become a charge or lien against any Common Area owned by the Association or any other property owned by the Association, and may pay any overdue assessments on any lots or units, liability or other insurance policies or secure new insurance coverage on the lot or any portion thereof or any such property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or endorsers making payments in accordance with this Section shall be entitled to immediate reimbursement from the Association along with any costs incurred, including reasonable attorneys’ fees.

Section 9.2 Notice to Mortgagees. The Association, upon request, shall provide to any lender holding a first mortgage upon any Lot, a written certificate or notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, or in the performance of such Owner’s obligations under this Declaration, the Articles of Incorporation of the Association, or by-Laws or any other applicable documents, which default has not been cured within ninety (90) days. A reasonable charge may be made by the Association for the issuance of any such certificate or notice, and any such certificate properly executed by an officer of the Association shall be binding upon the Association, as provided in this Declaration.

Section 9.3 Condemnation and Insurance Awards. No provisions of this Declaration, or any amendments thereto, shall give an Owner, or any other party, priority over any rights of the first mortgagee of a Lot pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Common Area property.
Section 9.4 Right of First Refusal. The Association DOES NOT have the "right of first refusal" to purchase any Dwelling Unit. Any right of "right of first refusal" subsequently granted to the Association through amendments of the Declaration, Association Articles, Association By-Laws or any other document governing the development and administration of the Properties must receive the prior written approval of the Federal Housing Administration or Secretary of the Department of Housing and Urban Development. Any "right of first refusal" subsequently added to the Declaration, Association Articles, Association By-Laws or any other document governing the development and administration of the Property must not impair the rights of a first mortgagee to:

(a) Foreclose or take title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgage.

(b) Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagee.

or

(c) Sell or lease a unit acquired by the mortgagee.

Section 9.5 Unpaid Taxes or Charges. Any first mortgagee who obtains title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgagee or through foreclosure, will not be liable for the Dwelling Unit's unpaid dues or charges accrued before the acquisition of the title to the Dwelling Unit by the mortgagee.

ARTICLE X
General Provisions

Section 10.1 Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the Association or any Owner and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 10.2 Severability and Waiver. Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available.
to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.

Section 10.3 Amendment: During the first twenty (20) years following its recordation, this Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of Johnson County, Indiana, approved and signed by at least ninety percent (90%) of the then Owners, and hereafter by an instrument signed by at least seventy-five percent (75%) of the then Owners. Provided, however, that none of the rights or duties of Declarant reserved or set out hereinabove may be amended or changed without Declarant’s prior written approval. Except as prohibited below, this Declaration may also be amended by Declarant, if it then has any ownership interest in the Property, at any time within four (4) years after the recordation hereof. Any amendment must be recorded. Neither the Association, the Owners or Declarant shall effect any of the following changes without the prior written approval of two-thirds (2/3) of the Owners of Lots (excluding Declarant or Builder):

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned directly or indirectly by the Association for the benefit of the Owners of the Dwelling Units. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Area owned by the Association by the Dwelling Unit Owners is not a transfer in the meaning of this clause.

(b) Change the method of determining the obligations, assessments, dues or other charges that may be levied, per the terms hereof;

(c) By act or omission change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Dwelling Units, the exterior maintenance of Dwelling Units, the maintenance of the Common Area owned by the Association, party walks, common fences and driveways, and the upkeep of lawns and plantings in the Property.

(d) Fail to maintain fire and extended coverage on Insurable Common Area owned by the Association on a current replacement cost basis in an amount at least 100 percent of the Insurable value (based on current replacement costs);

(e) Use hazard insurance proceeds for losses to any Common Area owned by the Association for other than the repair, replacement, or reconstruction of the Common Area owned by the Association

(f) Change the voting rights, assessments, assessment liens or subordination of assessment liens, except as provided for in this Declaration;

(g) Change the manner in which reserve for maintenance, repair and replacement of Common Areas have been set up and previously maintained by the Association.
(h) Change the rights to the use of the Common Area owned by the Association, except as provided for in this Declaration.

(i) Any change concerning convertibility of Dwelling Units into Common Area owned by the Association or vice versa, except as provided for in this Declaration;

(j) Any change in the manner in which units may be leased except as set forth in this Declaration;

(k) Any imposition of any restriction on a Dwelling Unit Owner's right to sell or transfer his or her Dwelling Unit;

(l) Restoration and repair of the Common Area (after a hazard damage or partial condemnation) in a manner other than specified in the Declaration;

(m) Any action to terminate the legal status of the development after substantial destruction or condemnation occurs;

(n) Any provision that expressly benefits mortgage holders, insurers or guarantors;

(o) Any provision that expressly benefits mortgage holders, insurers or guarantors.

(p) Any termination of legal status of the development for reasons other than substantial destruction or condemnation of the Property

The covenants, restrictions and all other provisions of this Declaration shall run with the land and shall be binding upon the person(s) owning any portion of the Property and all parties claiming under them for a period of twenty (20) years from the date of recording, and thereafter shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of each ten-year period this Declaration is amended or changed in whole or in part as hereinabove provided.

Section 11.4 (11) Amendment Approval. All other provisions of the Declaration, Articles, By-laws or any other document governing the development and administration of the Property notwithstanding, so long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or Secretary of the Department of Housing and Urban Development:

(a) Annexation of additional properties;

(b) Dedication of Common Area and

(c) Amendment of the Declaration of Covenants, Conditions and Restrictions.
Section 10.5 Assignment. Declarant may assign or otherwise transfer any and all of its rights in Declarant in whole or in part.

Section 10.6 Condemnation, Destruction, Liquidation. The Association shall be designated to represent the Owners in any proceedings, negotiations, settlements or agreements for the handling of any losses or proceeds from condemnation, destruction or liquidation of all or a part of the Common Area owned by the Association, or from the termination of the development. Each Dwelling Unit Owner, by his acceptance of a deed, appoints the Association as his attorney-in-fact for this purpose. Proceeds from the settlement will be payable to the Association for the benefit of the Dwelling Unit Owners and their mortgage holders. Any distribution of funds in connection with the termination of this development shall be made on a reasonable and an equitable basis.

IN WITNESS WHEREOF, CROSSMANN COMMUNITIES PARTNERSHIP, an Indiana general partnership, has caused this Declaration to be executed as of the date first written above.

CROSSMANN COMMUNITIES PARTNERSHIP
an Indiana general partnership

By: DELUXE HOMES, INC.
as Indiana Corporation, general partner

By: [Signature]

[Name]

By: [Signature]

[Name]

STATE OF: INDIANA
COUNTY OF: MARION

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard H. Crosser, and having been duly sworn, acknowledged execution of this Declaration of Covenants, Conditions and Restrictions of Villages at Grassy Creek as President of Deluxe Homes, Inc., an Indiana Corporation, a general partner of Crossmann Communities Partnership, an Indiana general partnership.

Witness my hand and Notarial Seal this ___ day of ______________, 19__.

My Commission Expires

Residing in ______________ County

[Name]

Notary Public

Printed Name
The West Half of the Southeast Quarter of Section Four (4), Township Thirteen (13) North, Range Four (4) East of the Second Principal Meridian, Pleasant Township, Johnson County, Indiana, more particularly described as follows:

beginning at the Southwest corner of said Half Quarter Section marked by a railroad spike found in place; thence North 0 degrees 00 minutes 51 seconds West on and along the West line thereof a distance of 2713.36 feet to the Northwest corner of said half Quarter Section; thence North 87 degrees 58 minutes 17 seconds East (reference bearing Valle Vista Third Section) on and along the North line thereof a distance of 1391.24 feet to the Northeast corner of said Quarter Section; thence South 0 degrees 00 minutes 10 seconds West on and along the East line thereof a distance of 2720.94 feet to the Southeast corner of said Quarter Quarter Section; thence South 88 degrees 17 minutes 35 seconds West on and along the South line thereof a distance of 1323.61 feet to the POINT OF BEGINNING, containing 0.7528 acres, more or less.