Covenants

For

Willow Creek # 93 47501

21 pages

Hamilton County
Declaration

ARTICLE I

NAME

The name by which the Real Estate shall be known is "Willow Creek".

ARTICLE II

DEFINITIONS

The following terms, when used in this Declaration with initial capital letters, shall have the following respective meanings:

2.1 "Association" means the Willow Creek Homeowners Association, Inc., an Indiana not-for-profit corporation, which Developer has caused or will cause to be incorporated, its successors and assigns.

2.2 "Developer" means Thomas D. Wilson, Inc., an Indiana corporation, and any successors or assigns of it whom it designates in one or more written recorded instruments to have the rights of Developer hereunder, including, without limitation, any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Developer.

2.3 "Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the later of the following: (i) the date Developer no longer owns any Lot within or upon the Real Estate or (ii) the date which is three (3) years after the date on which all improvements and installations required by the Town of Westfield and Hamilton County have been completed and, if applicable, accepted for public maintenance by all appropriate governmental units or agencies thereof.

2.4 "Drainage Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Drainage Easements, either separately or in combination with any other easement designated on such Plat.

2.5 "Landscape Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Landscape Easements, either separately or in combination with any other easement designated on such Plat.
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WILLOW CREEK

THIS DECLARATION is made this 22 day of September, 1993, by Thomas D. Wilson, Inc., an Indiana corporation (the "Developer").

Recitals

1. Developer is the owner of certain real estate more particularly described in Exhibit A attached hereto and made a part hereof (the "Initial Real Estate").

2. Developer intends to subdivide the Initial Real Estate into residential lots as generally shown on the Plat for Willow Creek - Section I, as hereafter recorded in the office of the Recorder of Hamilton County, Indiana.

3. Before so subdividing the Initial Real Estate, Developer desires to subject the Initial Real Estate to certain rights, privileges, covenants, conditions, restrictions, easements and liens for the purpose of preserving and protecting the value and desirability of the Initial Real Estate for the benefit of each owner of all or any part thereof.

4. Developer further desires to create an organization to which shall be delegated and assigned, among other things, the powers of administering and enforcing the covenants, conditions and restrictions contained in this Declaration and the Plat of the Initial Real Estate as hereafter recorded in the office of the Recorder of Hamilton County, Indiana.

5. Developer may from time to time subject additional real estate located within the tract adjacent to the Initial Real Estate, as more particularly described in Exhibit B attached hereto and made a part hereof, to the provisions of this Declaration (the Initial Real Estate, together with any such addition, as and when the same becomes subject to the provisions of this Declaration as herein provided, is hereinafter referred to as the "Real Estate").

NOW, THEREFORE, Developer hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the following provisions, agreements, covenants, conditions, restrictions, easements, and liens, which shall run with the land and shall be binding upon, and inure to the benefit of, Developer and any other person or entity hereafter acquiring or having any right, title or interest in the Real Estate, or any part thereof.
2.6 "Lot" means any numbered parcel of land shown and identified as a Lot on any Plat of all or any part of the Real Estate.

2.7 "Maintenance Areas" mean those areas designated on any Plat of all or any part of the Real Estate as Maintenance Areas.

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

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

2.10 "Plat" means the subdivision plat of the Initial Real Estate identified as the Final Plat for Willow Creek - Section I, Hamilton County, Indiana (as the same may be amended or supplemented from time to time), and any subdivision plat(s) for additional section(s) of Willow Creek which are hereafter recorded in the office of the recorder of Hamilton County, Indiana (as the same may be amended or supplemented from time to time).

2.11 "Utility Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Utility Easements, either separately or in combination with any other easement designated on such Plat.

ARTICLE III

APPLICATION

All Owners, their tenants, guests, invitees and mortgagees, or any other person using or occupying a Lot or any part of the Real Estate shall be subject to and shall observe and comply with the covenants, conditions, restrictions, terms and provisions set forth in this Declaration.

The Owner of any Lot and all other persons, (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, or (ii) by the act of occupancy of such Lot, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the covenants, conditions, restrictions, terms and provisions of this Declaration. By acceptance of such deed, execution of such contract or undertaking of such occupancy, each Owner and all other persons acknowledge the rights and powers of Developer and the Association provided for by this Declaration, and also for himself,