

WOODBERRY
COMMON INTEREST AND COMMUNITY INFORMATION DISCLOSURE

PURPOSE OF THIS DOCUMENT: The Common Interest and Community Information Disclosure document is provided to each home buyer at the time of contract to make you aware of a variety of information regarding the community. This document summarizes key information from the recorded plat covenants and the recorded declaration of covenants, conditions and restrictions. If there is any inconsistency between this document and these recorded documents, it is the recorded document that governs the subdivision.

PROJECT SUMMARY: Woodberry has been platted as a subdivision in the Town of Fishers, Fall Creek Township, Hamilton County with 341 lots on approximately 98 acres in R4C and R5C zoning. Woodberry is being expanded by the addition of 142 lots on 45 acres located to the northeast of Woodberry (connecting to Eucalyptus Lane).

FUTURE CONSTRUCTION: In order to meet changes in market demand, C.P. Morgan Communities L.P. reserves the right to change price range, size and design of future homes in the subdivision, subject to zoning restrictions. In addition, C.P. Morgan Communities L.P. may elect to sell lots to other builders subject to the Plat Covenants, Conditions and Restrictions.

ZONING OF ADJACENT PROPERTY: The property to the north is currently zoned for agricultural and residential use however it is planned for commercial and industrial use. Furthermore, there are plans to extend 146th Street along the north boundary of Woodberry. The property to the west is zoned for residential development including single family homes and apartments. The property to the east is zoned for residential use and is planned to be an extension of Woodberry (Sections 6 & 7) plus a separate neighborhood of single family homes. The property to the south is Plantana subdivision and is zoned for residential use.

FIRE & POLICE PROTECTION: Fire protection and emergency service will be provided by the Fishers Fire Department. Police protection will be provided by the Fishers Police Department.

PUBLIC SCHOOLS: Based upon information provided to C.P. Morgan by Hamilton Southeastern Schools., the following schools will serve Woodberry:

Elementary: Cumberland Road Elementary

Intermediate: Sand Creek Intermediate School

Junior High: Fishers Junior High School

High School: Hamilton Southeastern High School

POSTAL ADDRESS: While Woodberry is within the Town of Fishers, the postal address is Noblesville, 46060.

INSURANCE: Insurance coverage will be up to each homeowner.

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Revised 6/2001

HANDICAP RAMPS: C.P. Morgan makes every attempt to avoid handicap ramps from falling within driveways. The municipalities determine the location of the ramps. However, there are some instances in which the ramp in the driveway cannot be avoided, such as at T-intersections.

ASSOCIATION & DECLARATION: Purchase of your home automatically includes you in the governing body of Woodberry, legally known as the Woodberry Homeowners' Association, Inc. (Association). This Association will, at some point in the future, own the common areas and maintain the ponds, amenity areas, and entryways. The Association will collect a service fee from all homeowners and disburse funds related to the maintenance and ownership of these areas. The Board of Directors of the Association will consist of 3 to 5 members. Your rights and remedies as a member of the Association are fully described in the Declaration, By-Laws, and Articles of Incorporation, a copy of which are available at the Sales Office. Any amendments will be forwarded to all homeowners at time of acceptance.

ARCHITECTURAL REVIEW: Any proposed exterior change or improvement to your home (except landscaping) must receive prior approval of the Architectural Control Committee of the Woodberry Homeowners Association. The application for architectural approval is known as the "Homeowner Request For Change" and is included in the Homeowner's Manual.

COMMON AREAS: There are areas of ground designated on the plat as Common Areas. These areas will be dedicated to the Association for maintenance and repair of the common areas, amenity areas and ponds. Woodberry has approximately 23 acres of common area which includes a 9-acre park area located in the central portion of the community. This will include a playground structure, benches, walking path and landscaping. There is also an approximate 7-acre tree preservation area located in the northeast portion of the site which will include a mulch walking trail. C.P. Morgan Communities Land Development will not stock the lakes with fish or install fountains.

LAKE BANKS: Lake banks that exist within common areas will be mowed by the Association. However some lake banks exist within the boundaries of the Lot and mowing/maintenance is the responsibility of the Lot owner. Please review your plot plan to determine the boundaries of your lot and its relationship to the Lake. The lake water elevation is subject to seasonal variation depending upon the level of the area water table. The Homeowners Association is responsible for the maintenance of any stone along the lake banks and reasonable water level.

STREET LIGHTS: There will be neighborhood street lights installed in Woodberry. These will be maintained and paid for by the Woodberry Homeowners Association.

VEHICLE PARKING: All motor vehicles utilized by any owner of any lot shall be kept and parked only in such lot's garage or driveway. No motor vehicle, whether or not utilized by an owner, shall be parked on any street or public right-of-way, except on a temporary and non-recurring basis. No disabled vehicles shall be openly stored on any lot. Additionally, no boat, trailer, camper, motor-home, recreational vehicle, semi-tractor or trailer, or other similar vehicle, shall be kept or parked upon said lot, except within the garage constructed for such lot.

WASTE COLLECTION: Waste collection will be up to each homeowner to arrange with a private waste disposal company.

UTILITIES: The main water lines and fire hydrants are owned and maintained by Indiana American Water Company. Electric service is provided by PSI Cinergy and natural gas is provided by Indiana Gas. Telephone service is provided by Ameritech. All streets, except driveways, and storm sewers are planned to be dedicated to The Town of Fishers. Likewise, the sanitary sewer lines, excluding laterals from each house to the main, are planned to be dedicated to Hamilton Southeastern utilities.

EASEMENTS: Various easements exist within Woodberry which have been granted to The Town of Fishers and utility companies. These easements have been recorded and will be listed on your owner's title insurance commitment which you will receive at closing.

MAINTENANCE: The owner of any lot shall at all times maintain his/her lot and his/her home so that it is attractive. This means grass and weeds shall be mowed, all debris removed, and anything else that would make the improvements appear unsightly. The developer has the right to perform certain maintenance as described in the plat covenants.

DITCHES OR SWALES: Each homeowner who has any part of an open storm drainage ditch or swale on his lot has the responsibility to keep such continuously unobstructed and in good repair. These swales are planted with grass seed for erosion control during land development and will not be graded as part of home construction. Homeowners will need to overseed these areas with lawn grass seed to establish residential standard grass cover. Any soil erosion that occurs from a homeowners lot into a drainage swale will be the responsibility of that homeowner to have the swale restored to ensure proper drainage.

EXISTING TREES AND VEGETATION: C.P. Morgan Communities L.P. does not guarantee the number of trees or amount of vegetation that will exist on any lot after land development and house construction. Furthermore, C.P. Morgan Communities L.P. does not guarantee the continued life of any trees after said development and construction.

FENCE ROWS AND PERIMETER LOTS: Wooded Areas and fence rows that include trees, shrubs and brush will not be cleaned out, graded or seeded; they will be left natural or in "as-is" condition.


STREET TREES FOR SECTIONS 1 THROUGH 5: There shall be street trees planted in the front of the homes. There will be one street tree planted per lot. C.P. Morgan shall determine the size and variety. All street trees shall have a 90-day warranty period after planting. No street tree will be replaced beyond this warranty period. The street trees will be installed by land development upon substantial completion of all homes in each section. Street trees will be planted in the spring and/or fall season.

SIDEWALKS: Sidewalks will be constructed along both sides of the street throughout Woodberry.

FENCING: No fencing shall be installed on any lot without the prior review and approval of the Architectural Control Committee of the Homeowners Association. No fence shall be higher than six (6) feet unless such fence is proposed for the rear yard of a Lot which abuts or is adjacent to a Lake or detention pond, in which event such fence shall not be higher than four (4) feet; provided, however, that in the discretion of the Committee, the portion of such fence closest to the rear side of the residence may be six (6) feet in height but may not, at the six (6) foot height, extend more than ten (10) feet from the rear corner (s) of the residence. In exercising its discretion, the Committee shall take into account the affect such proposed fence would have on the use and enjoyment of the lake or pond areas by other owners within the Subdivision. Notwithstanding the foregoing, no fence may be constructed within twenty-five (25) feet of the shoreline of any Lake or detention pond. No fencing shall extend forward at a point, which is ten (10) feet behind the front corner of the residence. All fencing shall be constructed of wood, vinyl, or vinyl coated chainlink. All chainlink fencing shall have a black or brown finish and cannot exceed four (4) feet in height. No fences, except those fences installed initially by the Developer, shall be erected without the prior written consent of the Development Control Committee. The Developer encourages homeowners to wait until the "final grade" has been established before installing any fencing or landscaping improvements.

No enclosures, structures or "runs" which are designed primarily for the outside keeping of pets or other animals and which are made in whole or part from chain link fencing material, including but not limited to dog runs, kennels, or other similar enclosures, shall be permitted; provided, however, the Committee shall have the discretion to approve such an enclosure or structure if such is surrounded by a wooden privacy fence which minimizes the visibility of such structure by adjoining property owners.

In order to maintain a consistent appearance along 141st Street and Howe Road there shall not be allowed any fences within 20 feet of the right-of-way line of 141st Street except for any fence installed by the developer. The same shall apply for the lots along the north property line which is expected to be the south right-of-way line of the 146th Street extension. However, no fence is allowed within the PSI Cinery easement without their written approval.

 **OUTBUILDINGS:** No trailers, shacks, outhouses, detached storage or tool sheds of any kind shall be erected or situated on any lot in the community. This standard is enforced by the Architectural Control Committee.

AWNINGS AND PATIO COVERS: No metal, fiberglass or similar type material awnings or patio covers shall be permitted in the community.

SWIMMING POOLS: No above-ground swimming pools shall be permitted.

BASKETBALL GOALS: No basketball goals shall be permitted on any lot without the prior review and approval of the Architectural Control Committee of the Homeowners Association. No basketball goals shall be permitted to be used along any curb on or in any street of the Community.

PLAYGROUND EQUIPMENT: No playground equipment shall be installed on any lot without the prior review and approval of the Architectural Control Committee of the Homeowners Association. All such equipment shall be located at least ten (10) feet from any adjacent property lines and in the rear yard of a lot (being the portion of such lot behind the rear corners of the residence on such lot). Notwithstanding the foregoing, in the event such lot is located on a corner in the Community, the Architectural Control Committee may, in its discretion, approve a location for such equipment other than a rear yard provided such is not closer than ten (10) feet from any public sidewalk.

ANIMALS: No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in the Subdivision. No noxious, unlawful or otherwise offensive activity shall be carried out on any lot in the Subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All pets shall remain under the control and supervision of an adult owner, and shall not be permitted off of such owner's respective lot unless on a leash or other restraint. The owner of any pet shall be responsible to clean up or repair any waste or damage caused by such pet, and assure that such pet does not create any unreasonable disturbance.

SIGNS: No sign shall be displayed in public view on any lot except real estate signs advertising the property for sale or rent.

ANTENNAS: No antennas shall be allowed to extend higher than five (5) feet above the roof line on the exterior of homes in the community.

SATELLITE DISHES: No satellite dishes shall be installed on a exterior of a house or on a lot, unless authorized by the Homeowners Association. Satellite dishes shall not be greater than a diameter of 36 inches.

SOLAR HEAT PANELS: No solar heat panels shall be permitted on the roofs of any structures in the subdivision and any solar heat panels must be concealed from the view of neighboring lots and the streets.

POWER LINE EASEMENT: There is a PSI Cinergy power line easement along the north property line which falls within the rear of Lots 229 through 250 and 432 through 440. No fencing, landscaping or other improvements are allowed within this easement area without the expressed written approval from PSI Cinergy and are the homeowner's responsibility. There is also an electric substation located adjacent to Woodberry in the northwest corner of the site.

146TH STREET: Currently, the Hamilton County Highway Department has a corridor study for the extension of 146th Street east from Cumberland Road along the north side of Woodberry. This study indicates that the entire right-of-way for the extension would be acquired from the adjoining property owners to the north. Therefore, no additional right-of-way would be required for any lots within Woodberry. At this time, there is no definite schedule for the construction of this 146th Street extension.

Buyers Initials _____

POTENTIAL CITY PARK: The five (5) acre common area on the northwest portion of section six (6) may be dedicated to the Town of Fishers as a Town Park which would be open to the public and maintained by the city.

SHARED COMMON AREA: The use and maintenance costs for the common area located to the south of Woodberry, sections 6 & 7 will be shared 50/50 between Woodberry Homeowners' Association and The Oaks at Kraus Square Homeowners Association. The Oaks at Kraus Square will be located on 141st Street to the east of Woodberry subdivision.

NOBLESVILLE AIRPORT: Noblesville Airport is a legally approved, public use, private airport which exists approximately one mile to the northeast of Woodberry.

Collection Policy

Woodberry Homeowners Association, Inc.

1. Annual Assessment due January 1 of each year.
2. Late Fee charge of \$ 25.00 after 31st of January.
3. Reminder Notice giving 14 days to pay mailed by 7th of February
4. Ten-day collection letter threatening legal action mailed by 1st. of March.
5. Following collection letter a lien and/or small claims court proceedings are filed
6. For difficult accounts, the Board and Management may discuss possible foreclosure proceedings, i.e., extreme cases.

Signed

President

Printed

Signed

~~Vice President~~

SECRETARY

Printed

Signed

~~Secretary/Treasurer~~

Printed

13.00
⑥

200000044391
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 09-06-2000 At 01:28 pm.
AMEND DECL 13.00

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WOODBERRY

THIS SECOND AMENDMENT, dated August 28, 2000, is made by C.P. MORGAN COMMUNITIES, L.P., an Indiana limited partnership (the "Developer").

Recitals:

A. Woodberry is a single family housing development in Hamilton County, Indiana (the "Development"), which is subject to that certain document entitled "Declaration of Covenants, Conditions and Restrictions for Woodberry," dated February 26, 1999, and recorded on March 11, 1999, as Instrument No. 9909915026, in the Office of the Recorder of Hamilton County, Indiana, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Woodberry, dated August 20, 1999, and recorded on August 25, 1999, as Instrument No. 199909950348, in the Office of the Recorder of Hamilton County, Indiana (the "Declaration").

B. Section 10.B(c) of the Declaration provides that the Developer shall have the right to amend the Declaration at any time, and from time to time, to bring the Declaration into compliance with any statutory requirements.

C. One of the statutory requirements to the Development was the inclusion of certain provisions in the Declaration, as contained in the Commitments Concerning the Use and Development of Real Estate, recorded on July 15, 1998, as Instrument No. 9809838455, in the Office of the Recorder of Hamilton County, Indiana (the "Commitments"), which provisions were omitted from the Declaration.

D. In order to bring the Declaration into compliance with the statutory requirements as specified in the Commitments, the Developer desires to amend the Declaration in accordance with the terms hereof.

Terms:

NOW THEREFORE, the Developer hereby amends the Declaration as follows:

1. The following is hereby added as new subsection (g) to Section 8(A) of the Declaration:

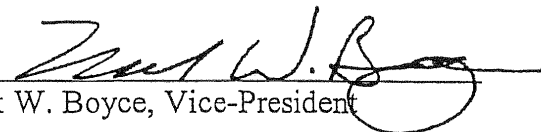
"(g) The Developer, until the end of the Development Period, and thereafter, the Association, shall establish a uniform design and style for all fences to be located in the year yard of any lot abutting East 141st Street or the proposed 146th Street ("Fence Standards"). No fence shall be installed in the rear yard of any lot abutting East 141st Street or the proposed East 146th Street without the prior approval of the Association for consistency and compatibility with the Fence Standards and acceptability of location and placement. The foregoing notwithstanding, Developer reserves the right to install a fence(s) consistent with the Fence Standards within the area designated on the Plat (s) of Woodberry as "Landscape Easement" adjacent to East 141st Street and the proposed 146th Street."

2. Except as amended by this Second Amendment, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be executed as of the date written above.

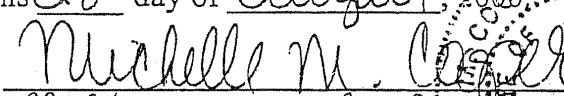
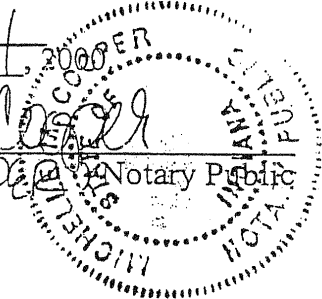
C.P. MORGAN COMMUNITIES, L.P.

By: C.P. Morgan Investment Co., Inc.,
General Partner

By: 
Mark W. Boyce, Vice-President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Mark W. Boyce, Vice-President of C.P. Morgan Investment Co., Inc., the general partner of C.P. Morgan Communities, L.P., an Indiana limited partnership, who, having been duly sworn, executed the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions for Woodberry for and on behalf of said corporation and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 20th day of August, 2000

MICHELLE M. COOPER Notary Public


My Commission Expires:
6-17-2001

My County of Residence is:
Marion

This Instrument prepared by:

Lewis E. Willis, Jr., Esq.
Stark Doninger & Smith
50 South Meridian Street
Suite 700
Indianapolis, Indiana 46204.

Approved
1000-2004
161

Woodberry Park and Playground Rules

Parks and Playgrounds of the Woodberry Community are for use by residents and their accompanied guests only.

Vandalism to parks and playgrounds will not be tolerated and will be subject to fines and prosecution.

Parks and playgrounds are available for use from sunrise to sunset only.

Adult supervision is recommended for children under the age of 13.

All pets must remain leashed while in the park or playground.

From: MATT STIDHAM [mmstidham@insightbb.com]
Sent: Wednesday, February 16, 2005 3:24 PM
To: Kavanaugh, Brian
Subject: Fw: Re: [woodberryHOA] Mini Barns

This is the information that the board voted to approve. If you scroll down to the bottom you will find the size requirements.

Thanks.

----- Original Message -----

From: "Matt&Michelle Stidham" <mmstidham@yahoo.com>
To: <mmstidham@insightbb.com>
Sent: Wednesday, February 16, 2005 3:20 PM
Subject: Fwd: Re: [woodberryHOA] Mini Barns

>
> --- In woodberryHOA@yahoogroups.com, "MATT STIDHAM" <mmstidham@i...>
> wrote:
> The topic of mini barns has been discussed in Woodberry many times.
> The
> fact of the matter is, when we signed the documentation to live in
> Woodberry, there was a section that clearly spelled out that mini
> barns will
> not be allowed. I for one would like to see our neighborhood remain
> mini
> barn free. While I am just one person I am comforted by the fact
> that the
> covenants will not allow this to be changed. If you do not have a
> copy of
> the covenants, this is basically what it says:
>
> As to the particular provision, the language reads: "No detached
> storage
> sheds or mini-barns shall be installed or permitted in this
> subdivision."
> This provision is enforceable by the Association or any Owner.
>
> The Declaration, which contains some restrictions on use, can be
> amended by

> a vote of 75% of the owners at a meeting called for that purpose.
> The Plat
> has no such provision for amendment and the language contained in
the
> Declaration for amendments does not include the Plat. The Plat c
an
> only be
> amended by a vote of the majority of the owner at a meeting held
on
> or
> shortly prior to March 24, 2024.
>
> So, from the way I read it, mini barns will not be allowed for
> another 20
> years. The only way to change this rule is to have a special
> meeting. At
> this special meeting, 75% or 363 homeowners would need to vote ye
s.
>
> On the other hand, the board has decided to allow Rubbermaid type
> storage
> bins on the outside of the home. There are size restrictions and
> the unit
> must be attached to the house. This is not a mini barn but it
> should allow
> you to store some of the items you would be wanting to store in a
> mini barn.
> The board will be posting the restrictions in the next newsletter
> but I can
> give them to you now.
>
>
> 1.. Unit must be made of high density plastic. No wood or metal
> permitted.
>
>
> 2.. Unit must be attached to residence.
>
>
> 3.. Unit must not extend forward of a point, which is 10' behind
> the front
> corner of the residence.
>
>
> 4.. Unit must not exceed 80" tall x 60" wide and 40" deep.
>
>
> 5.. The improvement must be kept in good repair.

>
>
> Thanks,
>
> Matt Stidham
>
> ----- Original Message -----
> From: "yostsgghost" <yostsgghost@y...>
> To: <woodberryHOA@yahoogroups.com>
> Sent: Friday, July 02, 2004 2:47 PM
> Subject: [woodberryHOA] Mini Barns
>
>
>> I just wanted to get some feed back from you in regard to mini
> barns
>> in the neighborhood. Currently they are prohibited by the covenan
ts,
>> but does anyone feel that it may be time for a change? I belive
the
>> issue warrents dissucion.
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>> Yahoo! Groups Links
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> --- End forwarded message ---
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Woodberry Pool Guidelines

- ~~inflatable~~ molded plastic
- 1) Pool must be inflatable and contain no framework.
 - 2) Pool cannot utilize any equipment (i.e., filters, heaters, ladders, slides, etc.)
 - 3) Pool must be located in the backyard of property.
 - 4) Size Restrictions:
 - Maximum Depth = 21" (1'9")
 - Maximum Length = 84" (7')
 - Maximum Width = 84" (7')

AS OF
2-21-05