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## Subdivision Covenants and Restrictions

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# MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE CENTENNIAL COMMUNITY

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CENTENNIAL COMMUNITY ("Master Declaration"), made this 27 day of June, 2006 is made by Centennial Partners, an Indiana general partnership (hereinafter referred to as the "Declarant");

WITNESSETH:

WHEREAS, all of the land contained in the area shown on "Exhibit A", attached hereto and made a part hereof, which lands are part of an Entire Development known as the Centennial Community, the subject of this Master Declaration ("Development"); and

WHEREAS, all of the land contained in the area shown on "Exhibit B", attached hereto and made a part hereof, which lands shall be for single family dwellings and shall be known as Centennial Village; and

WHEREAS, all of the land contained in the area shown on "Exhibit C", attached hereto and made a part hereof, which lands shall be for two family dwellings and shall be known as Centennial Commons, which may be subject to a Supplemental Declaration of Restrictions; and

WHEREAS, the Declarant desires to subject and impose upon all real estate within the platted areas of the Entire Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Entire Development and the future owners thereof, while including the Development in the Association and under the jurisdiction of the Committee of the Entire Development.

NOW, THEREFORE, the Declarant hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to any real estate in the Development.

1. DEFINITIONS. This Declaration.

The following are the definitions of the terms as they are used in

A. "Additional Real Estate" shall mean any other real estate which Declarant designates to be subject to these Restrictions. The right and privilege to add Additional Real Estate shall exist for five (5) years after the sale of the last lot in the Entire Development.

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B. "Committee" shall mean the Centennial Community Development Committee composed of either three (3) or five (5) members. If the Committee is composed of three (3) members, one shall be a representative of Declarant, one shall be a representative of Centennial Village, and one shall be a representative of Centennial Commons. If the Committee is composed of five (5) members, one (1) shall be a representative of Declarant, two (2) shall be representatives of Centennial Village, and two (2) shall be representatives of Centennial Commons. The Declarant may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove members of the Committee. At such time the representative(s) of the Declarant shall be replaced with an "at large" representative or representative(s) as the case may be.

C. "Association" shall mean the Centennial Community Association, Inc., a not-for-profit corporation.

D. "Lot" shall mean any parcel of residential real estate described by the plat of the Development which is recorded in the office of the Recorder of Hancock County, Indiana.

E. "Approvals, determinations, permissions, or consents" required herein shall be deemed given if they are given in writing signed, within respect to the Declarant of the Association by the President or Vice-President thereof and with respect to the Committee, by two members thereof.

F. "Color scheme" shall mean a combination of siding, trim, shutters and front door color.

G. "Owner" shall mean a person, partnership, trust or corporation who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

H. "Developer or Approved Builder" shall mean any person or entity to which the Declarant conveys a portion of the property for the development of Lots or parcels of land with or without any of the Declarant's rights contained within this declaration, the by-laws, or any supplemental declaration.

I. "Entire Development" shall mean the subdivision known as the Centennial Community, including existing and future sections.

J. "Development" shall mean the section or sections in the Entire Development encumbered by this Declaration.

K. "Two-Family Dwellings" shall mean a structure containing two (2) dwelling units only, and each dwelling unit shall have one (1) vote in the Association and be subject to these Restrictions.

L. "Supplemental Declaration" shall mean a Supplemental Declaration of Covenants, Conditions and Restrictions for a particular portion of the Development or for Additional Real Estate.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot platted as part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single-family dwelling house, and except for two-family dwellings which shall be permitted only (i) on the 12 acre parcel described on "Exhibit B" attached hereto and made a part hereof, and (ii) on Additional Real Estate. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded Plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Declarant in a rezoning or approval proceedings before the applicable development approval body in Hancock County, Indiana. However, the Declarant reserves unto itself the right to change the character of such designated use at any time in the future by applying to the applicable approval body and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Declarant's planned use.

B. Prohibited Improvements. Sheds, outbuildings, carports, mini-barns, above ground pools, antennae, satellite disks which exceed one meter in diameter, or clothes lines shall not be erected or placed on any lot. Solar panels may not be erected or placed on the front or side roof of any house. Lawn ornaments are permitted in rear yards only.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

D. Occupancy of Two-Family Dwellings. Each unit of the two-family dwellings shall be owner-occupied, except that a unit may be occupied by a family member of an owner who resides in the same dwelling.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas.

(i) With regard to all single family dwellings only, all single story homes shall be a minimum of 1,800 square feet, exclusive of porches and garages, and greater than one-story homes shall have a minimum total area of 2,000 square feet, exclusive of porches and garages; and

(ii) With regard to all two-family dwellings only, all single story units shall have a minimum ground floor area of 1,200 square feet per unit, exclusive of porches and garages, and greater than one story units (i.e., townhouses) shall have a minimum total living area of 2,000 square feet per unit, exclusive of porches and garages.

B. Residential Setback Requirements. Front Setbacks. Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the plat of the Development.

C. Fences. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, all fences must be approved by the Committee as to location, and composition before being installed. All fences shall be wood (shadow box style only and shall not exceed four (4) feet in height) and be placed no closer to the front lot line than the rear of the primary residence. On corner lots an additional requirement is that fences may not be placed closer to the street than the building setback line of the side of the primary residence. Temporary decorative fences in the front yards of model homes are permitted in front of the setback line while the structure is being used as a model home. All fences shall be of new material with the finished side facing the adjacent lot(s). Wrought iron ornamental fencing may also be allowed. On lots where in-ground pools are constructed, the fencing height may be increased to six (6) feet if the fence material is ornamental wrought iron and black in color.

D. Tree Preservation. No live tree with a trunk diameter of 6 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee.

E. Uniform Mailboxes and Lighting. Uniform mailboxes shall be Caporale large Custom mailbox painted Raisin with Chancery lettering, installed on a 6" x 6" painted Clovertop post and are required to be installed by the builder on each Lot. Uniform yard lights shall be Maxim Model number 1023 in Rust Patina with Maxim Post Number 1093 in Rust Patina (crossbars optional) are required to be installed by the builder on each Lot.

F. Landscaping. All homes shall have a planting and mulching plan to include at least twelve (12) shrubs and two (2) trees in the front yard. Shrubs shall include at least one (1) ornamental, a minimum of twenty-four inches (24") in height. All other shrubs shall be a minimum of eighteen inches (18") in height. Shade trees shall have a minimum caliper of two and one-fourth inches (2-1/4") at time of planting, and ornamental trees and evergreens shall be minimum of six feet (6') at time of planting.

G. Exterior Construction. Except for Indiana farm style and Colonial homes, all one-story homes shall be 85% brick except for windows, doors, garage doors, gables and areas above the first story roof, and all two-story homes shall be 50% brick except for windows, doors, garage doors, gables and areas above the first story roof. All siding shall be wood, LP, or fiber cement type material and place horizontally or angled on the sides of the dwelling (sheet siding shall not be permitted). No vinyl or aluminum siding shall be permitted. All windows to be wood or wood with vinyl or aluminum clad. Double hung windows shall have grids included in the design. All chimneys shall be total masonry or EFIS. Direct vent fireplaces, if used, must be placed either placed on the rear of the residence, or if placed on the side shall be of all masonry or EFIS. No house shall have metal prefabricated flues that extend above the highest roofline. All driveways must be paved with asphalt or concrete. All one-story custom homes shall be a minimum of a 8/12 roof pitch with a 9" overhang, and all two-story homes shall have a minimum of a 8/12 roof pitch with a 9" overhang. The minimum front gable or hip roof pitch shall be 10/12. There shall be

no homes with like elevations adjoining or directly across the street from each other, except for the two family dwellings.

H. Dwelling and Color Scheme Approval. All single family dwellings and color schemes in Centennial Village shall first be approved by the Declarant or its designee. All two family dwellings and color scheme approvals in Centennial Commons shall be delegated to Centennial Commons, LLC. This delegation shall terminate if Centennial Commons, LLC ceases to be the owner of Centennial Commons. If Declarant either (i) ceases to be the Owner of Centennial Village, or (ii) if The Bradford Group ceases to be the Managing Member of Declarant, Centennial Commons LLC and Declarant shall have an equal vote regarding the approvals required by this paragraph 3(H).

I. Committee Approval. All fences, awnings, satellite dishes less than one meter in diameter (as to screening, location and landscaping), additions and other improvements shall be approved by the Committee prior to erection. Prior to construction, the builder or Owner shall submit to the Committee a plot plan, print or brochure, and a color scheme.

J. Garages and Sidewalks Required. All residential dwellings in the Development shall include an attached two (2) bay enclosed garage, or greater, with independent vehicular access to each bay. All residential dwellings shall have public sidewalks constructed in compliance with the approved construction plans.

K. Heating Plants. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

L. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within one (1) year after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

M. Sales of Lots by Developer. Every lot within the Development shall be sold to a Developer or Approved builder, a homeowner who shall have a contract with an Approved builder, or developed by the Developer.

N. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

O. Maintenance of Lots and Improvements. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:

(i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds,

(ii) Remove all debris or rubbish

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

P. Trash Collection and Recycling. The Association shall negotiate a contract for trash removal for all Lots in the Development. Each Owner shall be obligated to lease from such trash removal contractor a standard trash collection container and to pay the monthly trash collection fees attributable to such Owner's Lot.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE

A. Outside Toilets. No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Hancock County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

5. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be permitted on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

B. Signs. No signs of any kind shall be erected within the Development, or permitted within any window, without the written consent of the Association, except standard real estate "for sale" signs, entry and directional signs installed by Declarant and such signs as may be required by legal proceedings. No business signs, flags, banners or similar items advertising or providing directional information shall be erected by any Owner. If permission is granted to any Owner to erect a sign, including name and address signs within the Development, the Association reserves the right to determine the size and composition of such sign as it, in its sole discretion, deems appropriate.

C. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any portion of the Development, except that dogs, cats or other usual and common household pets may be permitted on a Lot, subject to rules and regulations adopted by the Association through its Board. However, those pets which are permitted by any Owner or occupant to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the Owner of any portion of the Development, shall be removed from the Development upon request of the Association; if the Owner fails to honor such request, the Association, in its discretion, may have the pet removed. No pets shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same.

D. Parking and Prohibited Vehicles

(i) Parking. In order to facilitate the free movement of vehicles, no vehicles belonging to Owners or guest or invitees shall be parked on the paved portions of any street for more than 24 consecutive hours, except during bona fide temporary emergencies.

No Owners or other occupants of any portion of the Development shall repair or restore any vehicles of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or workshops, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(ii) Prohibited Vehicles. Commercial vehicles primarily used or designed for commercial purposes and that display company names, logos or advertising, tractors, mobile homes, recreational vehicles, trucks weighing in excess of three-quarters of a ton, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Association. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted in the Development or on any Lot except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Development during daylight hours for such periods of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas, and boats, boat trailers, campers and motor homes may be parked for a maximum of 48 hours at one time for the purpose of preparation or loading. Any vehicles parked in violation of this Section or parking rules promulgated by the Association may be towed.

E. Garbage and Other Refuse. No Owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at anytime, except at the times when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Declarant.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.



I. Ditches and Swales. It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. Further, drainage easements shall not be altered in any fashion.

J. Septic Tanks. Septic tanks shall not be installed on any of the lots in the Development.

6. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES.

Each common facility depicted on the recorded plat of the Development shall remain private; and the common area shown on the plat can never be separated from the plat, nor developed. The Declarant's execution or recording of the plat or the doing of any other act by the Declarant is not, nor is intended to be, or shall not be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in this Master Declaration. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Declarant may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association. However, the common area cannot be mortgaged or conveyed without the consent of at least 67% of the lot owners, excluding the Declarant. Maintenance of the common areas and community amenities shall be the responsibility of the Association. Such responsibilities may include, but not be limited to: mowing; maintenance of landscaping, ponds, mulch walking and fitness trails, entry monument, street signs, community lighting and recreational areas. Funding for the maintenance shall be from the Association annual assessment, in accordance with the By-Laws of the Association.

7. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Declarant, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but, except for negligence or unworkmanlike product or services, neither the Declarant nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions. In the event of any legal action being taken under the terms of this paragraph, the prevailing party shall be entitled to recover reasonable attorneys fees.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of anyone or more of these restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Association's or Declarant's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements

situated thereon in accordance with the provisions of these Restrictions, the Association or the Declarant shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of the Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. Furthermore, the Declarant, Association or any public or governmental division or entity shall have the right to enter upon lots which abut or encroach a pond for purposes of maintenance or upkeep. Except for negligence or unworkmanlike products or services, neither the Declarant, the Association nor any of their agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

8. EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarant or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Declarant and of the Association (including automatic membership therein by all lot owners) with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Declarant, the Association and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements. Each Owner shall have one (1) vote in the Association for each Lot owned, except that Declarant shall have three (3) votes for each Lot owned by Declarant until seventy-five percent (75%) of the Lots in the Entire Development have been sold. Multiple Owners of a Lot shall be deemed one (1) Owner for the purposes of these Restrictions.

9. TITLES.

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience or reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

10. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, at which time said covenants and restrictions shall be automatically extended for successive periods often (10) years.

11. AMENDMENT.

This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Hancock County, Indiana, executed by the Declarant or the Association and at least 75% of the lot owners. Modification or waiver of any provisions of this Declaration shall be done one at a time and not as a whole.

12. SEVERABILITY.

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

13. LIEN OF ASSESSMENT.

All sums assessed by the Association, but unpaid, including installments of the Annual Assessment and Special Assessments, and any fines duly imposed by the Association, together with late charges, interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owners lot prior to all other liens, except only:

- (a) Tax liens on the lot in favor of any assessing unit or special district; and
- (b) All sums unpaid on a first mortgage of record.

The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the lot Owner for such assessments. No such sale or transfer shall relieve the lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of 90% of all the Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

The Association shall assess each Owner of a Dwelling or Lot at closing, the sum of One Hundred Fifty Dollars (\$150.00) as a non-refundable contribution to the Association, unless said contribution is waived under the provisions of a builder contract, which amount may be used from time to time by the Association for the purposes deemed appropriate or desirable by the Association. The Association may modify the amount of the non-refundable contribution from time to time without Member approval.



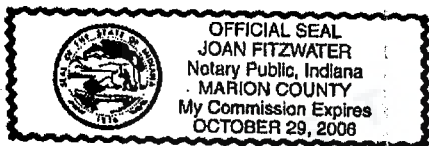
STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared James L. Brothers, President of the Bradford Group, Inc., Managing Member of Centennial Partner, who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that Corporation and the limited liability company.

Witness my hand and seal this 27 day of June 2006.

My Commission Expires: 10-29-06  
County of Residence: Marion

Joan Fitzwater  
Signature  
Joan Fitzwater  
Printed



AMERICAN NOTARY PUBLIC

This instrument was prepared by Ronald R Pritzke, Attorney at Law, 728 N. State St., P. O. Box 39, Greenfield, IN, 46140.

ro/centennial/centennial community/master declarations.blh.062206

**CENTENNIAL COMMUNITY  
EXHIBIT "A"**

Legal Description: A part of the Southwest Quarter of Section 8, Township 15 North, Range 6 East in Sugar Creek Township, Hancock County, Indiana; said part being more particularly described as follows:

Commencing at a brass monument marking the Southwest corner of said Southwest Quarter; thence North 00 degrees 06 minutes 10 seconds East (assumed bearing) along the West line of said Southwest Quarter a distance of 1056.58 feet to a mag nail marking the Point of Beginning of this description; thence North 00 degrees 06 minutes 10 seconds East along said West line a distance of 666.42 feet; thence South 89 degrees 53 minutes 50 seconds East, parallel with the South line of a 0.79 acre tract of land described in Deed Book 137, Page 389 in the Office of the Recorder of said Hancock County a distance of 320.00 feet to the Southerly extension of the Easterly boundary of said 0.79 acre tract; thence North 00 degrees 06 minutes 10 seconds East along said Southerly extension and along said Easterly boundary a distance of 244.13 feet to the Northeast corner thereof; thence North 89 degrees 53 minutes 50 seconds West along the Northerly boundary of said 0.79 acre tract a distance of 320.00 feet to the West line of said Southwest Quarter; thence North 00 degrees 06 minutes 10 seconds East along said West line a distance of 305.00 feet to the Southwest corner of Lantern Woods Subdivision as per plat thereof recorded in Plat Book 5, Page 110 in the Office of the Recorder; thence South 88 degrees 10 minutes 26 seconds East along the South line of said Lantern Woods a distance of 1335.97 feet to the East line of the West Half of said Southwest Quarter; thence South 00 degrees 05 minutes 44 seconds West along said East line a distance of 2268.96 feet to the Southeast corner of the West Half of said Southwest Quarter; thence North 88 degrees 18 minutes 37 seconds West along the South line of said Southwest Quarter a distance of 721.76 feet to a mag nail; thence North 00 degrees 23 minutes 12 seconds West a distance of 795.96 feet to a 5/8" capped rebar (Gibson); thence North 27 degrees 15 minutes 03 seconds East a distance of 183.78 feet to 5/8" capped rebar (Gibson); thence North 62 degrees 44 minutes 57 seconds West a distance of 250.14 feet to a 5/8" capped rebar (Gibson); thence North 89 degrees 53 minutes 50 seconds West a distance of 468.84 feet to the Point of Beginning. Containing 52.824 acres more or less.

"EXHIBIT B"

A part of the Southwest  $\frac{1}{4}$  of Section 8, Township 15 North, Range 6 East in Sugar Creek Township, Hancock County, IN; said part being more particularly described as follows:

Commencing at the Southwest corner of said Southwest  $\frac{1}{4}$ ; thence South 88 degrees 18 minutes 37 seconds East (assumed bearing) along the South line of said Southwest  $\frac{1}{4}$  a distance of 614.41 feet to a MAG nail marking the POINT OF BEGINNING of this description; North 00 degrees 23 minutes 12 seconds West a distance of 795.96 feet to a 5/8" capped rebar (Gibson); thence North 27 degrees 15 minutes 03 seconds East a distance of 183.78 feet to a 5/8" capped rebar (Gibson); thence South 62 degrees 44 minutes 57 seconds East a distance of 107.75 feet to a 5/8" capped rebar (Gibson); thence North 27 degrees 15 minutes 03 seconds East a distance of 234.01 feet to a 5/8" capped rebar (Gibson); thence South 62 degrees 44 minutes 57 seconds East a distance of 135.01 feet to a 5/8" capped rebar (Gibson); thence North 27 degrees 15 minutes 03 seconds East a distance of 60.00 feet to a 5/8" capped rebar (Gibson); thence North 62 degrees 44 minutes 57 seconds West a distance of 135.01 feet to a 5/8" capped rebar (Gibson); thence North 27 degrees 15 minutes 03 seconds East a distance of 168.71 feet to a 5/8" capped rebar (Gibson); thence North 20 degrees 38 minutes 08 seconds West a distance of 28.62 feet to a capped rebar (Gibson); thence South 82 degrees 06 minutes 36 seconds East a distance of 132.36 feet to a 5/8" capped rebar (Gibson); thence South 88 degrees 15 minutes 24 seconds East a distance of 50.23 feet to a 5/8" capped rebar (Gibson); thence South 82 degrees 47 minutes 39 seconds East a distance of 137.04 feet to a 5/8" capped rebar (Gibson); thence South 89 degrees 54 minutes 16 seconds East a distance of 30.00 feet to the East line of the West  $\frac{1}{2}$  of said Southwest  $\frac{1}{4}$  and said point being marked by a 5/8" capped rebar (Gibson); thence South 00 degrees 05 minutes 44 seconds West along said East line a distance of 1332.55 feet to the Southeast corner of said West  $\frac{1}{2}$ ; thence North 88 degrees 18 minutes 37 seconds West along the South line of said Southwest  $\frac{1}{4}$  a distance of 721.76 feet to the point of beginning of this description. Containing 20.052 acres more or less. Subject to all legal highways, rights-of-way, easements and restrictions or record.

END OF DOCUMENT

"EXHIBIT C"

A part of the Southwest Quarter of Section 8, Township 15 North, Range 6 East in Sugar Creek Township, Hancock County, Indiana; said part being more particularly described as follows:

Commencing at a brass monument marking the Southwest corner of said Southwest Quarter; thence North 00 degrees 06 minutes 10 seconds East (assumed bearing) along the West line of said Southwest Quarter a distance of 1056.58 feet to the Point of Beginning of this description; thence North 00 degrees 06 minutes 10 seconds East along said West line a distance of 666.42 feet; thence South 89 degrees 53 minutes 50 seconds East, parallel with the South line of a 0.79 acre tract of land described in Deed Book 137, Page 389 in the Office of the Recorder of said Hancock County a distance of 330.24 feet; thence South 08 degrees 29 minutes 28 seconds East a distance of 14.16 feet; thence South 64 degrees 00 minutes 35 seconds East a distance of 330.96 feet; thence South 05 degrees 58 minutes 53 minutes East a distance of 151.55 feet; thence South 89 degrees 20 minutes 06 seconds East a distance of 142.84 feet; thence South 62 degrees 44 minutes 57 seconds East a distance of 235.20 feet; thence South 27 degrees 15 minutes 03 seconds West a distance of 168.71 feet; thence South 62 degrees 44 minutes 57 seconds East a distance of 135.01 feet; thence South 27 degrees 15 minutes 03 seconds West a distance of 60.00 feet; thence North 62 degrees 44 minutes 57 seconds West a distance of 135.01 feet; thence South 27 degrees 15 minutes 03 seconds West a distance of 234.01 feet; thence North 62 degrees 44 minutes 57 seconds West a distance of 357.98 feet; thence North 89 degrees 53 minutes 50 seconds West a distance of 468.84 to the Point of Beginning. Containing 12.398 acres more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record.



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SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF  
CENTENNIAL COMMONS

Ref# 060007917  
.060007918

THIS SUPPLEMENTAL DECLARATION is made this 31 day of October, 2006, by Centennial Partners, an Indiana general partnership (hereinafter, collectively, "Declarant"),

WITNESSETH:

WHEREAS, all of the land contained in the area shown on "Exhibit A", attached hereto and made a part hereof, which lands are part of an Entire Development known as the Centennial Community, is the subject of a Master Declaration recorded in the Office of the Recorder of Hancock County, Indiana as Instrument No. 060007745 ("Master Declaration"); and

WHEREAS, all of the land contained in the area shown on "Exhibit B", attached hereto and made a part hereof, which lands shall be for single family dwellings and shall be known as Centennial Village; and

WHEREAS, all of the land contained in the area shown on "Exhibit C", attached hereto and made a part hereof (the "Real Estate"), which land shall be for two family dwellings and shall be known as Centennial Commons (the "Commons"), is subject to this Supplemental Declaration of Restrictions (the "Supplemental Restrictions"); and

WHEREAS, the Declarant desires to subject and impose upon all real estate within the platted areas of the Commons mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Supplemental Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Commons and the future owners thereof,

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while including the Commons in the Association and under the jurisdiction of the Committee of the Commons; and

WHEREAS, Declarant has or will cause to be incorporated under the laws of the State of Indiana a not-for-profit corporation under the name of the Commons Property Owners Association, Inc., or a similar name, as such agency for the purpose of exercising such functions.

NOW, THEREFORE, Declarant hereby declares that the Commons is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and of each of the Dwelling Units and Lots situated therein.

## ARTICLE I

### Definitions

Section 1. The following words and terms, when used herein or in any supplement or amendment hereto, unless the context clearly requires otherwise, shall have the following meanings:

- (a) "Act" shall mean and refer to the Indiana Not-For-Profit Corporation Act currently in force;
- (b) "Applicable Date" shall mean and refer to the date determined pursuant to Article III, Section 2(b) of this Supplemental Declaration;
- (c) "Architectural Review Board" shall mean and refer to that committee or entity established pursuant to Article VII, Section 1 of this Supplemental Declaration for the purposes herein stated;
- (d) "Articles" shall mean and refer to the Articles of Incorporation of the Corporation, as the same may be amended from time to time;
- (e) "Board" or "Board of Directors" shall mean and refer to the governing

body of the Corporation elected, selected or appointed as provided for in the Articles, By-Laws and the Supplemental Declaration;

- (f) "Builder" shall mean and refer to the building contractor who purchases a Lot and constructs the Dwelling Units;
- (g) "Building" shall mean and refer to the structure consisting of the "Dwelling Units";
- (h) "By-Laws" shall mean and refer to the Code of By-Laws of the Corporation, as the same may be amended from time to time;
- (i) "Common Expenses" shall mean and refer to expenses of administration of the Corporation, and expenses for the upkeep, maintenance, repair and replacement of the Common Properties, all sums lawfully assessed against the Owners by the Corporation, and all sums, costs and expenses declared by this Supplemental Declaration to be Common Expenses;
- (j) "Common Properties" shall mean and refer to (i) all portions of the Real Estate shown on any recorded subdivision plat of the Real Estate which are not Lots, if any, (ii) to the extent herein established, such portions of the Real Estate as are herein declared to be Common Properties even though located on or constituting part of one or more Lots, including but not limited to recreational easements, (iii) to the extent herein established, such improvements located, installed or established in, to, on, under, across, or through the Real Estate as are herein declared to be Common Properties whether located, installed or established entirely or partially on Lots or portions of the Real Estate which are not Lots, or both; and (iv) items deemed Common Properties for purposes of maintenance, but not the Dwelling Unit for real estate tax purposes;
- (k) "Corporation" shall mean and refer to the Commons Property Owners Association, Inc., an Indiana not-for-profit corporation which Developer has or will cause to be incorporated under such name or a similar name, its successors and assigns;
- (l) "Declarant" shall mean and refer to Centennial Partners and any successors or assigns whom they designate in one or more written recorded instruments to have the rights of Declarant hereunder, including, but not limited to, any mortgagee acquiring title to any portion of the Commons pursuant to the exercise of rights under, or foreclosure of, mortgage executed by Declarant;
- (m) "Developer" shall mean Centennial Commons, LLC.
- (n) "Dwelling Unit" shall mean and refer to any building, structure or portion thereof situated in the Real Estate designed and intended for use and

occupancy as a residence by one (1) single family, whether such dwelling is detached or attached to another Dwelling Unit and shall include that portion of the Lot upon which it resides and shall be deeded to an Owner;

- (o) "Lot" shall mean and refer to any and each portion of the Real Estate (excluding any part of the Common Properties) designed and intended for use as a building site for, or developed and improved for use as a one (1) family Dwelling Unit;
- (p) "Mortgagee" shall mean and refer to the holder of a recorded first mortgage lien on a Lot or Dwelling Unit;
- (q) "Owner" shall mean and refer to the record owner, whether one or more persons of the fee simple title to any Dwelling Unit, but in any event shall not include or mean to refer to a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any Dwelling Unit but upon so acquiring title to any Dwelling Unit a mortgagee or tenant shall be owner;
- (r) "Person" shall mean and refer to an individual, firm, corporation, partnership, association, trust, or other legal entity, or combination thereof;
- (s) "Plat" shall mean and refer to the subdivision plat or plats of the Real Estate recorded in the Office of the Recorder of Hancock County, Indiana, as the same may be hereafter amended or supplemented;
- (t) "Real Estate" shall mean and refer to the parcel of real estate in Hancock County, Indiana, described in "Exhibit C" of this Supplemental Declaration, or to any parcel of real estate which may become subject to this Supplemental Declaration; and
- (u) "Supplemental Restrictions" shall mean and refer to the agreements, covenants, conditions, restrictions, easements, assessments, charges, liens and all other provision set forth in this Supplemental Declaration, as the same may be amended from time to time.

Section 2. Other terms and words defined elsewhere in this Supplemental Declaration shall have the meanings herein attributed to them.

## ARTICLE II

### Declaration: Common Properties and Rights Therein; Easements

Section 1. Declaration. Declarant hereby expressly declares that the Real Estate shall be

held, transferred, and occupied subject to the Supplemental Restrictions. Subsequent owners or contract purchasers of any Dwelling Unit (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 Dwelling Unit, or (ii) by the act of occupancy of any Dwelling Unit, shall accept such deed or execute such contract subject to each Supplemental Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Owner or contract purchaser acknowledges the rights and powers of Declarant, Developer, and of the Corporation with respect to Master Declaration and to these Supplemental Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Declarant, Developer, the Corporation, and the Owners and subsequent Owner of each of the Dwelling Units affected by these Supplemental Restrictions to keep, observe, comply with and perform such Supplemental Restrictions and agreement.

Section 2. Easement to Owner. Declarant hereby grants a non-exclusive easement in favor of each Owner for the use, enjoyment and benefit of the Common Properties, subject to all of the Supplemental Restrictions of this Supplemental Declaration, and such easement shall be an easement running with and appurtenant to each Dwelling Unit.

Section 3. Easement to Corporation. Declarant hereby grants a non-exclusive easement in favor of the Corporation for the maintenance of the Common Properties (including items deemed Common Properties for maintenance, including but not limited to the Dwelling Unit lawns). Such easement shall permit the Corporation or its agents to enter onto any Lot to make emergency repairs or to do other work reasonably necessary for the property maintenance or operation of the development and to enter onto any Lot for the purpose of reconstruction and restoration in the event of casualty. Maintenance shall include but not be limited to maintenance of utilities which serve

more than one Dwelling Unit and utilities owned and utilized by the Corporation, if any.

Section 4. Encroachment Easements. If any portion of the Common Properties encroaches on any Dwelling Unit or any Dwelling Unit encroaches upon the Common Properties or another Dwelling Unit or Lot as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement shall be deemed to exist and run to the Corporation or to the Owner of the encroaching Lot or improvement for the encroachment and for the maintenance thereof so long as such encroachment exists.

### ARTICLE III

#### Corporation: Membership: Voting: Functions

Section 1. Membership in Corporation. Developer and each Owner of a Dwelling Unit shall, automatically upon becoming an Owner, be and become a member of the Corporation and shall remain a member until such time as his ownership of a Dwelling Unit ceases, but membership shall terminate when such Owner ceases to be an Owner, and will be transferred to the new Owner of his Dwelling Unit; provided, however, that any Person who holds the interest of an Owner in a Dwelling Unit merely as security for the performance of an obligation shall not be a member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and member of the Corporation.

Section 2. Voting Rights. The Corporation shall have two (2) classes of membership, with the following voting rights:

- (a) Class A. Class A members shall be all Owners except Class B members. Each Class A member shall be entitled to one (1) vote for each Dwelling Unit of which such member is the Owner with respect to each matter submitted to a vote of members upon which the Class A members are entitled to vote. When more than one (1) Person constitutes the Owner of a particular Dwelling Unit, all such persons shall have only one (1) vote for such Dwelling Unit, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be

cast with respect to any such Dwelling Unit;

- (b) Class B. Class B members shall be Developer and all successors and assigns of Developer designated by Developer as Class B members in a written notice mailed or delivered to the resident agent of the Corporation. Each Class B member shall be entitled to three (3) votes for each Lot or Dwelling Unit of which it is the Owner on all matters requiring a vote of the members of the Corporation. The Class B membership shall cease and terminate upon the first to occur of (i) the total votes outstanding in the Class A membership equal one hundred percent (100%) of the total votes of Class A and Class B members ("Applicable Date").

Section 3. Functions. The Corporation will be formed for the purpose of providing for the maintenance, repair, replacement, administration, operation and ownership of the Common Properties, to pay taxes assessed against and payable with respect to the Common Properties, to pay any other necessary expenses and costs in connection with the Common Properties, and to perform such other functions as may be designated for it to perform under this Supplemental Declaration.

#### ARTICLE IV

##### Board of Directors

Section 1. Management. The business and affairs of the Corporation shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he is, or is deemed in accordance with the Declaration to be, an Owner, including a person appointed by Developer as provided in Section 2 of this Article IV.

Section 2. Initial Board of Directors. The initial Board of Directors shall be appointed by Developer ("Initial Board"). Notwithstanding anything to the contrary contained in, or any other provisions of, this Supplemental Declaration, the Articles, the By-Laws or the Act (a) the Initial Board shall hold office until the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever, prior to the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by

Developer, who shall thereafter be deemed a member of the Initial Board. Each person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Developer to fill a vacancy, shall be deemed a member of the Corporation and an Owner solely for the purpose of qualifying to act as member of the Board of Directors and for no other purpose. No such Person serving on the initial Board shall be deemed or considered a member of the Corporation nor an Owner of a Dwelling Unit for any other purpose (unless he is actually the Owner of a Dwelling Unit and thereby a member of the Corporation).

Section 3. Additional Qualifications. Where an Owner consists of more than one Person or is a partnership, corporation, trust or other legal entity, then one of the Persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Dwelling Unit may be represented on the Board of Directors by more than one Person at a time.

Section 4. Term of Office and Vacancy. Subject to Section 2 of this Article IV, the Board of Directors shall be elected at each annual meeting of the Corporation. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the Applicable Date provided herein. The Board of Directors shall be elected for a term of three (3) years. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of Section 2 of this Article IV as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the Owners if a Director is removed in accordance with Section 5 of this Article IV. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so



removed or in respect to whom there has otherwise been a vacancy.

Section 5. Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. If no eligible Owner is available, the Directors may choose to operate as a Board despite the vacancy, until a new Owner becomes eligible. A Director so elected shall serve until the next annual meeting of the Owners and until his successor is duly elected and qualified.

Section 6. Duties of the Board of Directors. The Board of Directors shall be the governing body of the Corporation representing all of the Owners and being responsible for the functions and duties of the Corporation, including but not limited to, providing for the administration of the Real Estate, the management, maintenance, repair, upkeep and replacement of the Common Properties (unless the same are otherwise the responsibility or duty of Owners), and the collection and disbursement of the Common Expenses. After the Applicable Date, the Board may, on behalf of the Corporation, employ a reputable property management agent ("Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary.

Section 7. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) to employ a Managing Agent to assist the Board in performing its duties; provided that no employment agreement with the Developer (or any entity affiliated with the Developer) as Managing Agent or for any other service shall be for more than three (3) years after the Applicable Date and further provided that after the Applicable Date any such agreement shall be subject to termination by either party without cause and without payment of termination

fee upon ninety (90) days written notice to the other party;

- (b) to purchase, lease or otherwise obtain for the Corporation, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;
- (c) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Corporation;
- (d) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Properties;
- (e) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;
- (f) to open and maintain a bank account or accounts in the name of the Corporation; and
- (g) to promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation and enjoyment of the Real Estate and the Common Properties (in addition to those set forth in this Supplemental Declaration) as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners.

Section 8. Limitation on Board Action. The Board's powers are subject to the following limitations:

- (a) After the Applicable date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 without obtaining the prior approval of a majority of the Owners, except that in the following cases such approval shall not be necessary,
  - (i) contracts for replacing or restoring portions of the Common Properties damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
  - (ii) proposed contracts and Proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and

- (iii) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.
- (b) The Board shall not, without the prior written approval of at least sixty-seven percent (67%) of the Owners (other than Developer) and Mortgagees (whose mortgage interests have been made known to the Board of Directors) holding mortgages on Dwelling Units which have at least Sixty-Seven percent (67%) of the votes of Dwelling Units subject to mortgages:
  - (i) by act or omission abandon, partition, subdivide, encumber, sell or transfer the Common Properties owned by the Corporation (provided, the granting of easement for public utilities or for other public purposes shall not be deemed a transfer within the meaning of this clause);
  - (ii) by act or omission change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of Dwellings, the exterior maintenance of Dwellings, the maintenance of side walks in the Common Properties or common fences, or the upkeep of lawns;
  - (iii) fail to maintain fire and extended coverage insurance on Common Properties on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value based on current replacement costs; and
  - (iv) use hazard insurance proceeds for losses to any of the Common Properties for other than the repair, replacement or reconstruction of Common Properties.

Section 9. Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if one is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 10. Non-Liability of Directors. The Directors shall not be liable to the Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties and

responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Corporation, unless any such contract shall have been made in bad faith. Directors shall not have personal liability with respect to any contract made by them on behalf of the Corporation.

Section 11. Additional Indemnity of Directors. The Corporation shall indemnify, hold harmless and defend any Person, his heirs, assigns and legal representatives, made a part to any action, suit or proceeding by reason of the fact that such person is or was a Director of the Corporation, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal thereof, except as otherwise specifically provided herein. The Corporation shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered, in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Corporation or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Corporation to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 12. Bond. The Board of Directors shall provide surety bonds and shall require the Managing Agent (if any), the treasurer of the Corporation, and such other officers as the Board deems necessary, to provide surety bonds, indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protections for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense. The amount of the bonds shall be based upon the judgment of the Board of Directors and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Corporation or its management agent at any given time during the term of the bond. In no event shall the aggregate amount of such bonds be less than a sum equal to three (3) months aggregate assessments on all units plus reserve funds.

Section 13. Initial Management. The initial Board has or will enter into a management agreement with Developer (or with an entity affiliated with Developer) for a term which will expire not later than the Applicable Date under which Developer (or an affiliate of Developer, as appropriate) will provide supervision, fiscal and general management and maintenance of the Common Properties and, in general, perform all of the duties and obligations of the Corporation ("Management Agent"). Notwithstanding anything to the contrary contained in this Supplemental Declaration, so long as such Management Agreement remains in effect, Developer (or its affiliate) shall have, and Developer hereby reserves to itself or its affiliates, the exclusive right to manage the Real Estate and Common Properties and to perform all the functions of the Corporation.

## ARTICLE V

### Real Estate Taxes: Utilities

Section 1. Real Estate Taxes. Real estate taxes on each Dwelling Unit shall be paid by the Owner thereof. Any real estate taxes or other assessments against the Common Properties shall be paid by the Corporation and treated as a Common Expense.

Section 2. Utilities. Each Owner shall pay for his own utilities which, to the extent possible, shall be separately metered to each Dwelling Unit. Utilities which are not separately metered to an Owner's Dwelling Unit shall be treated as and paid as part of the Common Expense, unless otherwise determined by the Corporation.

## ARTICLE VI

### Maintenance, Repairs and Replacements

Section 1. By Owners. Except as provided in Section 2(b) of this Article, each Owner shall, at his expense, be responsible for, and shall promptly perform as the need therefore arises, all interior maintenance, repairs, decoration and replacement of his own Dwelling Unit. In addition, each Owner shall furnish and be responsible for the maintenance of all portions of his Dwelling Unit, except (1) for such portions thereof as may, in accordance with the terms of this Supplemental Declaration, be designated as a part of the Common Properties for purposes for maintenance only and (2) lawn maintenance as provided in Section 2 below. All fixtures and equipment installed within or as part of a Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Lot upon which such 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 Dwelling Unit which, if neglected, might adversely affect any other Lot or Dwelling Unit or any part of the Common Properties. Such maintenance and repairs include but are not limited to heating and air

conditioning system, any partitions and interior walls, 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. The Owner shall be responsible for the maintenance, repair and replacement of all windows. If an Owner installs a fence, such Owner shall be responsible for the mowing and all maintenance of the area inside of the fence.

Section 2. Common Properties and Exteriors of Dwelling Units and Lawns.

- (a) Maintenance, repairs, replacements and upkeep of the Common Properties shall be furnished by the Corporation, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses;
- (b) In addition to maintenance of Common Properties, the Corporation, as part of its duties, and as part of the Common Expenses, shall provide for:
  - (i) maintenance, repairs, replacement and upkeep of the exteriors of each Dwelling Unit, including, but not limited to, roofs, gutters, doors, windows (excluding glass which shall be considered a part of interior maintenance) and exterior walls shall be considered part of the Common Properties for purposes of maintenance only;
  - (ii) maintenance of the lawns, which shall be considered part of the Common Properties for purposes of maintenance only. Maintenance of lawns shall include but shall not be limited to the watering, fertilizing, mowing and re-planting when necessary of the grass; and the care, fertilizing, trimming, removal and replacement of trees planted by the Developer. It shall not include the care and maintenance of shrubs, trees which were not planted by Declarant, flowers or other plants on any Lot. Firewood may not be stored on the grass nor placed against siding. The Association shall not provide replacement bulbs for any lighting.

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

- (c) Notwithstanding any obligation or duty of the Corporation to repair or maintain any of the Common Properties (or items deemed Common Properties for purposes of maintenance), if, due to the willful, intentional or negligent acts or omissions of owner, an invitee or other occupant or visitor

of such Owner, damage shall be caused to the Common Properties (or items deemed as such for purposes of maintenance), 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 Corporation, unless such loss is covered by the Corporation's insurance and such policy has a waiver of subrogation clause. If not paid by such Owner upon demand by the Corporation, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Dwelling Unit is subject;

- (d) The authorized representatives of the Corporation, the Board and the Managing Agent for the Corporation (if any) shall be entitled to reasonable access to any Dwelling Unit as may be required in connection with maintenance, repairs or replacements of or to the Common Properties and items deemed as Common Properties for purposes of maintenance, including, but not limited to, access to any easements reserved by any subdivision plat of any portion of the Real Estate for such purposes.

## ARTICLE VII

### Architectural Control

Section 1. The Architectural Review Board. As a standing committee of the Corporation, there shall be, and hereby is established an Architectural Review Board consisting of three (3) or more Persons as may, from time to time, be provided in the By-Laws or by resolution of the Board of Directors. Until the Applicable Date, Declarant shall appoint the members of the Architectural Review Board. After the Applicable Date, the Architectural Review Board shall be appointed by the Board of Directors.

Section 2. Purposes. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Real Estate and of improvements thereon consistent with the architecture of the neighborhood and in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography.

Section 3. Conditions. No improvements, alterations, repairs, change of colors, excavations,



changes in grade or other work which in any way alters the exterior of any Dwelling Unit or Lot or the improvements located thereon from its natural or improved state existing on the date such Dwelling Unit or Lot was first conveyed in fee by the Developer or a Builder to an Owner shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Supplemental Declaration. No building, fence, wall, Dwelling Unit, or interior structural change shall be commenced, erected, maintained, improved, altered, made or done on any Lot without the prior written approval of the Architectural Review Board.

Section 4. Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing an application within thirty (30) days after such application (together with all plans, drawings, specifications and other items required to be submitted to it in accordance with such rules as it may adopt) has been given to it, approval will be deemed granted by the Architectural Review Board. A decision of the Architectural Review Board may be appealed to the Board of Directors which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors then serving.

## ARTICLE VIII

### Party Walls

Section 1. General Rules of Law to Apply. Any wall which is built as a part of the original construction of any Dwelling Unit upon the Real Estate and which connects two Dwelling Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or intentional or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall, proportionately.

Section 3. Destruction by Fire or Other Casualty. If any party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions; without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent, intentional or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of the furnishing the necessary protection against those elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator from among disinterested Owners, and such arbitrators shall choose an additional arbitrator, who need not be an Owner, and the decision shall be by a majority of all the arbitrators. (Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore from another party, the Board of Directors of the Corporation shall select an arbitrator for the refusing party.)

## ARTICLE IX

### Assessments

Section 1. Annual Accounting. Annually, after the close of each fiscal year of the

Corporation and prior to the date of the annual meeting of the Corporation next following the end of such fiscal year, the Board shall cause to be prepared and furnished to each Owner a financial statement, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

Section 2. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Corporation, the Board of Directors shall cause to be prepared a proposed annual budget for the current fiscal year estimating the total amount of the Common Expenses for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The proposed Budget shall be presented at the annual meeting of the Corporation for adoption and, if so adopted, shall be the basis for the Regular Assessments (herein defined) for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the Owners present at the annual meeting; provided that any increase of more than fifteen percent (15%) must be approved by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy; provided further, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all other sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall be drawn to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Properties and capital expenditures and replacement and repair of those items deemed Common Properties for purposes of maintenance only as defined in Article VI, Section 2(b), which replacement reserve fund

shall be used for those purposes and not for usual and ordinary repair expenses of the Common Properties. Such replacement reserve fund for capital expenditures and replacement and repair of the Common Properties shall be maintained by the Corporation in a separate interest-bearing account with one or more banks, savings and loan associations, or other financial institution or brokerage house authorized to conduct business in Hancock or Marion County, Indiana, as may be selected from time to time by the Board. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as provided, whenever determined. Whenever, whether before or after the annual meeting of the Corporation, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and fifteen percent (15%) of such last approved budget, as a temporary budget.

Section 3. Regular Assessments. The annual budget adopted by the Owners shall contain a proposed assessment against each Dwelling Unit, which shall be computed as follows: all estimated Common Expenses plus (i) the estimated cost of the master casualty insurance policy provided for in Article XI Section 1 and (ii) the estimated cost of maintenance to be performed by the Corporation pursuant to Article VI, Section 2(b), shall be divided by the total number of Dwelling Units and the quotient shall be the Regular Assessment for each Dwelling Unit. The portions of the Regular Assessment attributable to the replacement reserve funds shall be computed as a part of the estimated Common Expenses. Nothing contained herein shall make Declarant or Developer, as to Lots without Dwelling Units, responsible for the expenses described in (i) and (ii) above.

Immediately following the adoption of the annual budget, each Owner shall be given written

notice of the assessment against his respective Dwelling Unit (herein called the "Regular Assessment" in the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Dwelling Unit based upon the annual budget finally adopted. The Regular Assessment against each Dwelling Unit shall be paid in advance in equal quarterly installments commencing on the first day of the first month of each fiscal year and quarterly thereafter through and including the first day of the last month of such fiscal year. Payment of the Regular Assessment shall be made to the Board of Directors; provided, however, Owners may elect to pay their assessments semi-annually or annually, in advance. In the event the Regular Assessment for a particular fiscal year of the Corporation was initially based upon a temporary budget,

- (a) if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment, and all payments thereafter during such fiscal year, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or
- (b) if the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due until the entire amount of such excess has been credited; provided, however, that if an Owner paid his Regular Assessment either semi-annually or annually in advance, then the adjustments set forth under (a) or (b) above shall be made by a cash payment by, or refund to, the Owner on the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners.

The Regular Assessment for the current fiscal year of the Corporation shall become a lien on each separate Dwelling Unit as of the first day of each fiscal year of the Corporation, even though the final determination of the amount of such Regular Assessment may not have been made by that date.

The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Dwelling Unit or any interest therein, shall not relieve or release such Owner or his successor as owner of such Dwelling Unit from payment of the Regular Assessment for such Dwelling Unit as finally determined, and such Owner and his successor as owner of such Dwelling Unit shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Corporation pursuant to Section 2 of Article X hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Quarterly installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Corporation, and neither the Board nor the Corporation shall be responsible for providing any notice or statements to Owners for the same.

Each Owner of a Dwelling Unit shall prepay to the Corporation at the time his Dwelling Unit is conveyed to such Owner an amount equal to three (3) monthly installments of the amount required to pay for the Dwelling Unit Owner's pro-rata portion of the master casualty insurance policy based upon the budget for the current fiscal year and the Owner shall maintain such prepayment account at all times. The Corporation shall hold such pre-paid funds in a separate escrow account for the purchase of insurance as provided in Article XI, Section 1. This prepayment of the master casualty insurance is in addition to the insurance cost included in the monthly assessment because insurance is

paid in advance of the coverage period.

Section 4. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time, unless otherwise provided in this Supplemental Declaration, the Articles, the By-Laws or the Act, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Dwelling Unit, pro-rated in equal shares ("Special Assessment"); provided, that any such assessment shall have the assent of sixty-seven percent (67%) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Without limiting the generality of the foregoing Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefore under the circumstances described in this Supplemental Declaration.

Section 5. Failure of Owner to Pay Assessment.

- (a) No Owner may exempt himself from paying Regular Assessments or Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Properties for purposes of maintenance, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Properties or by abandonment of the Dwelling Unit belonging to him. Each Owner shall be personally liable for the payment of all Regular Assessments and Special Assessments. Where the Owner constitutes more than one Person, the liability of such Persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular or Special Assessments when due, the lien for such Assessment on the Owner's Dwelling Unit may be filed and foreclosed by the Board for and on behalf of the Corporation as a mortgage on real property or as otherwise provided by law. Upon the failure of an Owner to make timely payments of any Regular Assessments or Special Assessments, when due, the Board may in its discretion, accelerate the entire balance of the unpaid Assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Dwelling Unit shall be jointly and severally liable for the payment to the Corporation of

reasonable rental for such Dwelling Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Dwelling Unit and to collect the rents and any other profits therefrom for the benefit of the Corporation to be applied to the unpaid Regular or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Corporation, shall be entitled to recover from the Owner of the respective Dwelling Unit costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such Assessments were due until paid, at a rate not to exceed the maximum rate allowable under State law.

- (b) The lien provided for herein shall be subordinate to the lien of any first mortgage. Notwithstanding anything contained in this Section or elsewhere in this Supplemental Declaration, the Articles or the By-Laws, any sale or transfer of a Dwelling Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular or Special Assessment as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior owner from personal liability therefore. No such sale, transfer or conveyance shall relieve the Dwelling Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular or Special Assessments thereafter becoming due or from the lien therefore. Such unpaid share, the lien for which has been divested as provided above, shall be deemed to be a Common Expenses, collectible from all Owners (including the party acquiring the subject Dwelling Unit from which it arose).

Section 6. Initial and Annual Budgets and Assessments. Notwithstanding anything to the contrary contained herein, in the Articles, in the By-Laws, in the Act or otherwise, until the Applicable Date the annual budget and all Regular and Special Assessments shall be established by the Initial Board without meeting of or concurrence of the Owners.

Further, until the Applicable Date, the Regular Assessments are and shall be established as follows:

From the date of the first conveyance of a Lot by Developer to any unrelated third



party until the Applicable Date:

- (i) the Regular Assessment shall be pro-rated on a daily basis for any period of time less than a month (the amount required to fund the insurance escrow shall be in addition to the Regular Assessment); and
- (ii) the Regular Assessment shall be one-half (50%) of the amount of the Regular Assessment set forth in Subparagraph (i) for each Dwelling Unit owned by Developer.

Section 7. Payment of Assessments. The following policies shall govern regarding the payment of Regular and Special Assessments.

1. All assessments are due the first day of each Quarter.
2. Any assessment payment not received in the office of the management company by the 15th day of the month in which it is due shall be termed delinquent.
3. At the time an assessment becomes delinquent, a late charge of \$40.00 will be added to the account. A notice of delinquency shall be mailed to the owner, which notice shall include the amount of the delinquent payment, the late charge and the total amount remaining unpaid.
4. If a delinquent account remains unpaid on the last day of any quarterly calendar month, interest will be charged to the account at the rate of 1.25% per month (15% APR).
5. The interest will be calculated on the total account balance (including assessment fees, late fees, interest, fines, legal costs, and any other amounts which have been properly added to the homeowner's account) as of the first day of the quarter less any payments received during the quarter. Charges posted to the account after the first of the quarter will not be subject to interest during the quarter in which the charges are posted.
6. Minimum charge: A minimum charge of \$.50 will be assessed to the account in any quarter in which an interest charge of less than \$.50 would otherwise be imposed.
7. If within fifteen (15) days of the mailing of notification, the account still remains delinquent, a list of the property(ies) in question and the names of the owners shall be turned over to counsel for the Association who shall send notice of non-payment and intent to file a lien. The charge for this procedure shall be added to the delinquent account.

8. If within fifteen (15) days of the attorney's notice the account still remains delinquent, counsel shall cause the lien(s) to be recorded and shall take other appropriate legal action. All legal fees will be added to the delinquent account and will be payable by owner.
9. If after one hundred five (105) days from the due date the account remains unpaid, foreclosure proceedings shall be undertaken. All legal fees incurred will be charged back to the owner for payment.
10. At the same time as the delinquent account is turned over to counsel, the right of the delinquent owner to vote, to serve on the Board of Directors or to serve on any committee established by the Board shall be suspended until delinquent assessments have been paid, unless relief is granted by special resolution of the Board of Directors.

## ARTICLE X

### Mortgages

Section 1. Notice to Corporation. Any Owner who places a first mortgage lien upon his Dwelling Unit, or the Mortgagee, shall notify the Secretary of the Corporation thereof and provide the name and address of the Mortgagee. A record of such Mortgagee's name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Supplemental Declaration, the By-Laws or otherwise, shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to which such Mortgagee as may be otherwise required by this Supplemental Declaration, the By-Laws or otherwise shall be required and no Mortgagee shall be entitled by virtue of this Supplemental Declaration, the By-Laws, a proxy granted to such Mortgagee in connection with the mortgage, or effectively given to the Mortgagee pursuant to the terms of this Supplemental Declaration, the By-Laws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any

such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to which such Mortgagee may otherwise be entitled shall be required.

Section 2. Notice of Certain Actions or Conditions. The Corporation shall, upon request of a Mortgagee (or insurer or guarantor) who has furnished the Corporation with its name and address as hereinabove provided, furnish such Mortgagee (or insurer or guarantor) with written notice of:

- (i) any condemnation loss or any casualty loss which affects a material portion of the subdivision or any Dwelling Unit on which there is a first mortgage;
- (ii) any default in the performance by its borrower of any obligations of such borrower under this Supplemental Declaration or the By-Laws which is not cured within sixty (60) days;
- (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Corporation; and
- (iv) any proposed action which would require the consent or approval of Mortgagees under the terms of this Supplemental Declaration or the regulations of either FNMA or FNMLC.

Section 3. Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Dwelling Unit, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Dwelling Unit, which statement shall be binding upon the Corporation and the Owners, and any Mortgagee or grantee of the Dwelling Unit shall not be liable for nor shall the Dwelling Unit conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such Statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 3 of Article IX hereof.

Section 4. Unpaid Taxes and Insurance. Mortgagees may, jointly or singly, pay taxes or

other charges which are in default and which have or may become a lien against any Common Properties (excluding items deemed Common Properties for maintenance) and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for any Common Properties (excluding items deemed Common Properties for purposes of maintenance).

## ARTICLE XI

### Insurance

#### Section 1. Casualty Insurance.

- (a) The Corporation shall purchase a master casualty insurance policy with an "agreed amount and inflation guard endorsement" and a "blanket building endorsement" affording fire and extended coverage insurance insuring each Dwelling Unit in an amount consonant with the full replacement value of the improvements which, in whole or in part, comprise the base Dwelling Units with only the features which were standard at the time of purchase, excluding all options and fixtures, betterments and improvements installed by any Owner and excluding any personal property owned by any Owner whether located on or in any Dwelling Unit or elsewhere. If the Board of Directors can obtain such coverage for reasonable amounts it shall also obtain "all risks" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed necessary or advisable by the Board, the Board may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense of the Owners. Such insurance coverage shall be for the benefit of each Owner, and, if applicable, the Mortgagee of each such Owner;
- (b) The Corporation shall purchase a casualty insurance policy with an "agreed amount and inflation guard endorsement" affording fire and extended coverage insurance insuring all Common Properties owned by the Corporation including, but not limited to utilities and recreational equipment in an amount consonant with the full replacement value of the improvements. If the Board of Directors can obtain such coverage for reasonable amounts it shall also obtain "all risk" coverage for such improvements. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the

insurance required above. If deemed advisable by the Board, the Board may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense of all Owners. Such insurance coverage shall be for the benefit of each Owner, and, if applicable, the Mortgagee of each Owner;

- (c) All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Corporation as herein set forth shall be paid to it or to the Board of Directors. In the event that members of the Board of Directors have not posted surety bonds for the faithful performance of their duties or if such bonds do not equal or exceed the funds which will come into their hands, and there is damage to a part or all of the Common Properties resulting in a loss, the Board of Directors shall obtain and post a bond for the faithful performance of its duties in an amount to be determined by the Board, but not less than 150% of the loss, before the Board shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty of the Board in connection with any such insurance proceeds shall be to receive such proceeds as are paid and to hold the same for the purposes elsewhere stated herein, and for the benefit of the Owners of the Corporation. The proceeds shall be used or disbursed by the Corporation or the Board, as appropriate, only in accordance with the provisions of this Supplemental Declaration. Such casualty insurance policy, and "all risk" coverages if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Corporation, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners, and (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Corporation does not elect to restore.

Section 2. Public Liability Insurance. The Corporation shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time; provided, such coverage shall be at least One Hundred Thousand Dollars (\$100,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover

all of the Common Properties and shall insure the Corporation, the Board of Directors, any committee or organ of the Corporation or Board, and Managing Agent appointed or employed by the Corporation, all persons acting or who may act as agents or employees of any of the foregoing with respect to the Real Estate, all Owners of Dwelling Units and all other persons entitled to occupy any Lot or Dwelling Unit. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other Owners.

Section 3. Other Insurance. The Corporation shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including but not limited to liability insurance on vehicles owned or leased by the Corporation and officers' and directors' liability policies. Such insurance coverage shall also provide for any cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Corporation, the Board of Directors and any Managing Agent acting on behalf of the Corporation. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors the proceeds of which are payable to the Board or the Corporation.

Section 4. General Provisions. The premiums for all insurance hereinabove described shall be paid by the Corporation as part of the Common Expenses. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Corporation, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall promptly be furnished to each Owner or Mortgagee whose interest may be affected thereby, which notice shall be

furnished by the officer of the Corporation who is required to send notices of meetings of the Corporation. All policies shall also contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least thirty (30) days prior written notice to the Mortgagee of each Dwelling Unit.

In no event shall any distribution of insurance proceeds be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance or insurance policy or the Board has notice of a Mortgagee as it applies to such Owner's share of such proceeds. In such event any remittances shall be to the Owner and his Mortgagee jointly. The same restriction on distribution shall apply to the distribution of any condemnation awards in connection with any taking of any of the Common Properties. Notwithstanding the foregoing, under no circumstances shall any distribution of insurance proceeds in excess of amounts needed to repair damage or pay off any first mortgage or any condemnation awards to be made by the Corporation to any Owners or Mortgagees if to do so would be in violation of the Act or if the same would constitute a distribution of earnings, profits or pecuniary gain to the members of the Corporation; in any event, any such insurance proceeds or condemnation awards shall be retained by the Corporation for use in the payment of its expenses of operation.

Section 5. Insurance by Owners. Each Owner shall be solely responsible for any and may obtain such additional insurance as he deems necessary or desirable, at his own expense, affording coverage upon upgrades and options purchased by Owner over and above the standard features of the Dwelling Unit, and for betterments, and improvements installed by Owner, his personal property, his Dwelling Unit, the contents of his Dwelling Unit, his personal property stored anywhere on the Real Estate, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance

policy to be obtained by the Corporation.

## ARTICLE XII

### Casualty and Restoration: Condemnation: Termination

Section 1. Casualty and Restoration. In the event of damage to or destruction of the structure or exterior of any Building or Dwelling Unit or in the event of damage to or destruction of any of the Common Properties due to fire or any other casualty or disaster, the Corporation shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Corporation, if any, shall be applied to the cost of such repair and reconstruction.

If the insurance proceeds, if any, received by the Corporation as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, (i) the cost of restoring the damage and repairing and reconstructing a Building or Dwelling Unit so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Corporation against all of the Owners in equal shares and (ii) the cost for restoring the damage and repairing and reconstructing any Common Properties (excluding items deemed Common Properties for maintenance only) so damaged or destroyed (or the cost thereof in excess of insurance proceed received, if any) shall be assessed by the Corporation against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Building so damaged or destroyed to as near as possible the same conditions as it existed immediately prior to the damage or destruction and with the same type of architecture.

Immediately after a fire or other casualty or disaster causing damage to any property for



which the Board of Directors or Corporation has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires or deems necessary.

Encroachments upon any Dwelling Unit which may be created as a result of such reconstruction or repair of any Building shall not constitute a claim or basis of a proceeding or action for the Owner upon whose Dwelling Unit such encroachment exists, provided that such reconstruction was either substantially in accordance with the original plans and specifications or as the Building was originally constructed.

Section 2. Total or Partial Condemnation.

- (a) In the event of the condemnation of all or any part of the Common Properties or all or any part of any Building, Dwelling Unit or Lot, the Board is hereby authorized to negotiate with the condemning authority and/or to contest an award made for the appropriation of such Common Properties, Building or Dwelling Units. For the purpose of such negotiation and/or of contest of such award to the Board as to Building and Dwelling Units and Lots, the Board is hereby declared to be the agent and attorney-in-fact of any Owner affected by the condemnation. This appointment of the Board shall be deemed coupled with an interest and shall be irrevocable. Nothing contained herein, however, shall preclude any Owner from asserting any rights or claims to compensation which cannot be legally asserted by the Board.
- (b) Awards for the taking of all or part of a Building, Dwelling Unit or Lot shall be collected by the Board and distributed to the affected Owners. To the extent possible, negotiated awards or awards resulting from a contest shall specify the location of the award among Owners affected. In the event that an Owner does not agree with the distribution of an award, such Owner shall be entitled to have the dispute settled by arbitration. The protesting Owner shall appoint one arbitrator, the Board acting as agent for all other affected Owners shall appoint one arbitrator and the two appointed arbitrators shall appoint a third arbitrator. A majority decision of the arbitrators shall be binding on all Owners and shall be enforceable.

Section 3. Termination. In the event of condemnation of three-fourths (3/4) or more of the

Dwelling Units, the remaining Owners may terminate this Supplemental Declaration and dissolve the Corporation, provided, however, that the restrictions set forth in the Plat and in Article XIII shall remain in full force and effect in accordance with the terms of the Plat and Article XVII of this Supplemental Declaration.

### ARTICLE XIII

#### Restrictions, Covenants and Regulations

Section 1. Restrictions on Use. The following covenants and restrictions on use and enjoyment of the Lots, Dwelling Units and Common Properties shall be in addition to any other covenants or restrictions contained herein or in any plat of any part of the Real Estate heretofore or hereafter recorded, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Corporation. Present or future Owners or the Corporation shall be entitled to injunctive relief against any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. In the event of any conflict between the Supplemental Declaration and the Master Declaration, the Master Declaration shall control unless the Supplemental Declaration are more restrictive than the Master Declaration, in which case the Supplemental Declaration shall control. These covenants and restrictions are as follows:

- (a) All Lots and Dwelling Units shall be used exclusively for residential purposes;
- (b) Nothing shall be done or kept in any Dwelling Unit, or on any Lot, or on the Common Properties which will cause an increase in the rate of insurance on any Dwelling Unit or the contents thereof or on any Common Properties. No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot or on any of the Common Properties which will result in a cancellation of insurance on any Dwelling Unit or any part of the Common Properties, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau;

- (c) No nuisance shall be permitted and no waste shall be committed in any Dwelling Unit or on any Lot;
- (d) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his Dwelling Unit or placed on the outside walls of any building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of the Dwelling Unit without the prior consent of the Architectural Review Board;
- (e) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on any Lot or any of the Common Properties, except that pet dogs, cats or customary household pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under leash or other restraint and while attended by its Owner and an Owner shall be fully liable for any injury or damage to persons or property, including the Common Properties, caused by his pet. The tethering of pets in any area outside an Owner's Dwelling Unit does not constitute "attended". The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time including, but not limited to, a requirement that an Owner desiring to bring or maintain a pet on the Real Estate shall deposit with the Board a security deposit in an amount to be determined by the Board to cover any damage that may be caused by such pet to the Common Properties. Any such security deposit shall be returned to the Owner when the pet is permanently removed from the Real Estate, except to the extent said deposit has been used or is needed to repair damage caused by such pet. Any requirement for the depositing of such security deposit shall not be deemed to relieve or in any way limit an Owner's responsibility and liability for injury and damage caused by his pets. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Real Estate within ten (10) days after written notice from the Board to the respective Owner to do so;
- (f) Nothing shall be done or permitted in any Dwelling Unit or on any Lot which will impair the structural integrity of any of the Common Properties or which would structurally change any of the Common Properties. No Dwelling Unit or Lot shall be used in any unlawful manner or in any manner which might cause injury to the reputation of the Commons, or which might be a nuisance, annoyance, inconvenience or damage to other Owners and occupants of Dwelling Units or neighboring property, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers

or other equipment or machines or loud persons;

- (g) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on, or so as to be visible from, any part of the Common Properties or any public street. The Common Properties shall be kept free and clear of rubbish, debris and other unsightly materials;
- (h) No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Real Estate. No soliciting is permitted within the Commons;
- (i) No "for sale", "for rent" or "for lease" signs, or other signs, or other window or advertising display shall be maintained or permitted on any part of the Real Estate, any Lot or any Dwelling Unit without the prior consent of the Board; provided, however, that the right is reserved by the Developer and the Board to place or allow to be placed "for sale" or "for lease" signs on or about the Real Estate in connection with any unsold or unoccupied Lots and Dwelling Units and nothing contained herein shall be construed or interpreted to affect or restrict the activities of Developer in the marketing, advertising or sale of Lots or Dwelling Units as a part of the development of the Commons;
- (j) All Owners and members of their families, their guests, or invitees, and all occupants of any same and to use and enjoy the Common Properties or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Properties;
- (k) No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini bikes, mopeds, or any other vehicles of any description other than normal passenger automobiles, shall be permitted, parked or stored anywhere within the Real Estate; provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage. No repair work shall be done on the Real Estate on any vehicles, including passenger vehicles, outside of the Owner's garage. No overnight parking of any vehicles on the streets is allowed. At no time shall vehicles of any type be parked on the grass;
- (l) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Properties (excluding lawns which are deemed Common Properties for maintenance only), except with express permission from the Board;
- (m) No Owner shall remove any tree without the written approval of the

Board;

- (n) Each Owner shall keep his Dwelling Unit in good order, condition and repair and free of debris including, but not limited to, the pruning, trimming and cutting of all trees and shrubbery, for which the Corporation is not responsible, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Dwelling Unit shall fail to so maintain his Dwelling Unit, the Corporation after notice to the Owner and approval by majority vote of all Owners, shall have the right to enter upon said Dwelling Unit to correct, repair, maintain and restore the Dwelling Unit. All costs incurred by the Corporation related to such correction, repair, maintenance or restoration shall be and constitute a Special Assessment against such Dwelling Unit, payable by the Owner upon demand by the Corporation;
- (o) All garbage, trash and refuse shall be stored in appropriate containers inside the Dwelling Units (including garages) and shall be kept therein until not earlier than sundown of the evening before scheduled trash collection. Garbage, trash and refuse shall be placed in sealed disposable plastic bags or other containers approved by the Board for scheduled trash collection and shall be placed at such locations for trash collections as are designated by the Board;
- (p) Common Properties shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board;
- (q) Fences. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Commons, all fences must be approved by the Committee as to location, and composition before being installed. All fences shall be wood (shadow box style only and shall not exceed four (4) feet in height) and be placed no closer to the front lot line than the rear of the primary residence. On corner lots an additional requirement is that fences may not be placed closer to the street than the building setback line of the side of the primary residence. Temporary decorative fences in the front yards of model homes are permitted in front of the setback line while the structure is being used as a model home. All fences shall be of new material with the finished side facing the adjacent lot(s). Wrought iron ornamental fencing may also be allowed. On lots where in-ground pools are constructed, the fencing height may be increased to six (6) feet if the fence material is ornamental wrought iron and black in color. All fences shall require prior approval from the Committee. Any deviation from the above requirements shall require approval from the Committee; and
- (r) Storage Sheds. No storage sheds will be permitted.
- (s) Motor homes, mobile homes, boats, campers, commercial trucks and similar vehicles shall not be parked or stored upon a Lot unless within a closed garage

or allowed in street more than twenty-four (24) hours.

- (t) Type, Size, and Nature of Construction Permitted and Approvals Required. No Dwelling Units, greenhouse, porch, garage, swimming pool, fences, basketball court, tennis court or other recreational facility shall be erected, placed or altered on any Lot without the prior written approval of the Committee. Such approval shall be obtained prior to the commencement of construction and shall take into account restrictions as to the type of materials, exterior façade, design, layout, location, landscaping and finished grade elevations. Builders shall be permitted to submit sets of Master Plans of typical homes to the Committee, and when approved by the Committee, these Master Plans shall be require subsequent approval unless there are changes thereto.

Notwithstanding anything to the contrary contained herein or in the Articles or By-Laws, including but not limited to any covenants and restrictions set forth herein or otherwise, Developer shall have, until the Applicable Date, the right to use and maintain the Common Properties and any Lots and Dwelling Units owned by Developer and other portions of the Real Estate (other than individual Dwelling Units and Lots owned by Persons other than Developer), all of such number and size and at such locations as Developer in its sole discretion may determine, as Developer may deem advisable or necessary in its sole discretion to aid in the construction and sale of Lots and Dwelling Units or for the conducting of any business or activity attendant thereto, including, but not limited to, model Dwelling Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. Developer shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any of such facilities so used or maintained by Developer be or become part of the Common Properties, unless so designated by Developer, and Developer shall have the right to remove the same from the Real Estate at any time.

Section 2. Violations and Fines. If any resident or owner continues to violate any of the Declaration, Covenants, Conditions and Restrictions, Articles of Incorporation, Rules and Regulations or By-Laws of the Commons and said violations continue five (5) days after receiving

written notice of said violation, the Board of Directors is empowered to levy a fine against said owner at the rate of Fifty Dollars (\$50.00) per day for each day the violation continues. Collection of all fines will be handled in the same manner as the collection of Association dues, including filing a lien and/or claim in court of proper jurisdiction. All costs to collect will be assessed against said owner.

Section 3. Maintenance Responsibilities. The following is a list of maintenance responsibilities which apply to the Commons, by Owners and the Corporation. This list may be amended as per Article XIV of these documents.

<u>Owner</u>	<u>Corp</u>	<u>Description</u>
X		1. Decks, exterior handrails, and steps, unless extended area
	X	2. Siding, exposed flu, and flashing
X		3. Doors (entry, sliding, and garage) exterior hardware
	X	4. Door frames (exterior) painting and caulking (when entire building is painted)
	X	5. Window frames (exterior) painting and caulking (when entire building is painted)
X		6. Glass surfaces, storm and screen doors
X		7. Fences – screening, privacy, patio except extensions - area inside fence
	X	8. Foundation walls, footings
	X	9. Exterior – structure, siding, paint
	X	10. Roof – shingles, flashing, gutters, downspouts
	X	11. Painting – exterior
	X	12. Gutter cleaning

- |   |   |   |
|---|---|---|
| X |   | 13. Lights  |
|   | X | (a) Exterior -- attached to unit  |
|   | X | (b) Exterior -- entrance  |
|   |   | (c) Exterior -- free standing posts   |
| X |   | 14. Water pipes   |
|   | X | (a) Within structure; including hose bibs   |
|   |   | (b) Outside structure; leading to Water Co.'s main  |
| X |   | 15. Wiring -- electrical, telephone, etc.   |
| X |   | (a) Interior  |
|   |   | (b) Exterior connected to Owner's meter   |
| X |   | 16. Garage door openers   |
| X |   | 17. Patio area -- concrete  |
|   | X | 18. Driveway repairs  |
|   | X | 19. Steps and stoops  |
|   | X | 20. Mailboxes   |
|   | X | 21. Road signs  |
|   | X | 22. Trees -- pruning, fertilization, removal, replacing                                   |
|   | X | 23. Lawn -- cutting, trimming, fertilization, etc.  |
|   | X | 24. Snow removal -- drives, walks, and streets  |
|   | X | 25. Shrubbery -- pruning, mulching, spraying, replacement, etc.<br>two (2) times per year |
| X |   | 26. Heating and air conditioning equipment  |
| X |   | 27. Sealing of concrete, decks, balconies, and drives except<br>extensions                |
|   | X | 28. Care and maintenance of irrigation system   |

ARTICLE XIV

Amendment of Supplemental Declaration

Section 1. Generally. Except as otherwise provided in this Supplemental Declaration,



amendments to this Supplemental Declaration shall be proposed and adopted in the following:

- (a) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered;
- (b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners;
- (c) Adoption. Any proposed amendment to this Supplemental Declaration must be approved by seventy-five percent (75%) of all Owners attending the meeting. In the event any Lot or Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with provisions hereof;
- (d) Special Amendments. Sixty-Seven percent of Mortgagees required. No amendment to this Supplemental Declaration shall be adopted which changes the provisions hereof which establish, provide for, govern or regulate (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, (2) Article XI of this Supplemental Declaration with respect to casualty insurance to be maintained by the Corporation, (3) Article XII of this Declaration with respect to reconstruction or repair of the Common Properties or Dwelling Units in the event of fire or any other casualty or disaster, (4) establishment of the Architectural Review Board and its functions, (5) voting rights, (6) assessments, assessment liens or subordination of such liens, (7) reserves for maintenance, repair and replacement of the Common Properties, (8) insurance and fidelity bonds, (9) rights to use of the Common Properties and the Dwelling Units, (10) boundaries of any Dwelling Unit, Lot or of the Common Properties, (11) imposition of any right of first refusal or similar restriction on the right of a Dwelling Unit Owner to sell, transfer or otherwise convey such Dwelling Unit or (12) the rights of mortgagees or insurers or guarantors of first mortgages on Dwelling Units or Lots; without, in each and any of such circumstances the approval of mortgagees (whose mortgage interests have been known to the Board of Directors) holding mortgages on Dwelling Units or Lots which have at least sixty-seven percent (67%) of the votes of Dwelling Units and Lots which are subject to mortgages, provided, a Mortgagee who receives written notice of a proposed amendment and does not deliver or mail a negative response to the Secretary of the Board of Directors within thirty (30) days of said notice shall be deemed to have approved the proposed amendment;
- (e) Recording. Each amendment to the Supplemental Declaration shall be

executed by the President and Secretary of the Corporation and shall be recorded in the office of the Recorder of Hancock County, Indiana, and such amendment shall not become effective until so recorded.

Section 2. Amendments by Declarant and Developer Only. Notwithstanding the foregoing or anything elsewhere contained herein, the Declarant and Developer shall have and hereby reserve the right and power acting alone and without the consent or approval of the Owners, the Corporation, the Board of Directors, any Mortgagees or any other Person to amend or supplement this Supplemental Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this Supplemental Declaration into compliance with any statutory requirements, (d) or to correct clerical or typographical errors.

## ARTICLE XV

### Acceptance and Ratification

All present and future Owners, Mortgagees, and occupants of the Lots and Dwelling Units, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Supplemental Declaration, the Articles, the By-Laws and the rules and regulations adopted by the Board of Directors, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot or Dwelling Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Articles, the By-Laws and rules and regulations, as each may be amended or supplemented from time to time, are

accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any Person having at any time any interest or estate in a Lot or Dwelling Unit or the Real Estate, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may own, occupy, use, enjoy or control a Lot or Dwelling Unit or any part of the Real Estate in any manner shall be subject to this Supplemental Declaration, the Articles, the By-Laws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

#### ARTICLE XVI

##### Negligent and Intentional Acts

Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligent or intentional acts or by that of any members of his family or their guests, employees, agents, invitees or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Corporation. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Lot or Dwelling Unit or its appurtenances or of the Common Properties.

#### ARTICLE XVII

##### Benefit and Enforcement

The Supplemental Declaration and the Supplemental Restrictions shall run with and bind the Real Estate for a term commencing on the date this Supplemental Declaration is recorded in the office of the Recorder of Hancock County, Indiana, and expiring December 31, 2026, after which time they shall be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then Owners of the Lots it is agreed to change this Supplemental Declaration or the Supplemental Restrictions in whole or in part, or to terminate the same.

In the event of a violation, or threatened violation, of any of the covenants, conditions or restrictions set forth in this Supplemental Declaration, Declarant (so long as Developer remains an owner of any part of the Real Estate), the Board, or any Owner shall have the right to enforce the covenants, conditions and restrictions contained herein and to 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. The failure or delay at any time of Declarant, the Developer, the Corporation, the Owners, or any other Person entitled to enforce this Supplemental Declaration and the Restrictions, to enforce any of the same shall in no event be deemed a waiver of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

#### ARTICLE XVIII

##### Additions

Declarant anticipates that it may develop additional Lots or construct additional Dwelling Units on additional sections by expansion within the properties all or part of which may be added in the manner set forth hereinafter. Added real estate may become subject to this Supplemental Declaration in the following manner:

- (a) Additions by the Declarant: Declarant shall have the right to subject to the Supplemental Declaration by expansion any additional real estate which lies within the area described in "Exhibit B" as it may be amended from time to time and
- (b) Other Additions: Additional real estate, other than that described above, may be annexed to the properties upon approval of two-thirds (2/3) of the votes of all of each class.

The additions authorized under subsection (a) and (b) shall be made by filing of record one or more supplementary declarations of covenants, conditions and restrictions with respect to the additional property.

## ARTICLE XIX

### Miscellaneous

Section 1. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required by this Supplemental Declaration, the Articles or the By-Laws, or to comply with any provision of this Declaration, the Articles, the By-Laws, or the rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Corporation shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.

Section 2. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provisions of this Supplemental Declaration, the Articles or the By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Supplemental Declaration, the Articles or the By-Laws and each shall be enforceable to the greatest extent permitted by law.


Section 3. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

Section 4. Interpretation. The captions and titles of the various articles, sections, subsections, paragraphs and subparagraphs of this Supplemental Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this

Supplemental Declaration or any provision hereof.

IN WITNESS WHEREOF, Centennial Partners, Declarant, has executed this Supplemental Declaration on the day and year first hereinabove set forth.

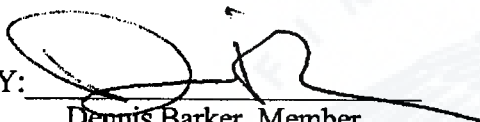
CENTENNIAL PARTNERS  
By: The Bradford Group, Inc., as the  
Managing Member

By:   
James L. Brothers, President

“DECLARANT”

APPROVED BY AND CONSENTED TO:

CENTENNIAL COMMONS, LLC

BY:   
Dennis Barker, Member

BY:   
Michelle Rininger, Member

“DEVELOPER”

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF Hancock    )

Before me, a Notary Public in and for said County and State, personally appeared Dennis Barker and Michelle Rininger, Members of Centennial Commons, LLC, who acknowledged the execution of the foregoing Approval and Consent to the Declaration of Restrictions for and on behalf of the limited liability company.



**CENTENNIAL COMMUNITY  
EXHIBIT "A"**

Legal Description: A part of the Southwest Quarter of Section 8, Township 15 North, Range 6 East in Sugar Creek Township, Hancock County, Indiana; said part being more particularly described as follows:

Commencing at a brass monument marking the Southwest corner of said Southwest Quarter; thence North 00 degrees 06 minutes 10 seconds East (assumed bearing) along the West line of said Southwest Quarter a distance of 1056.58 feet to a mag nail marking the Point of Beginning of this description; thence North 00 degrees 06 minutes 10 seconds East along said West line a distance of 666.42 feet; thence South 89 degrees 53 minutes 50 seconds East, parallel with the South line of a 0.79 acre tract of land described in Deed Book 137, Page 389 in the Office of the Recorder of said Hancock County a distance of 320.00 feet to the Southerly extension of the Easterly boundary of said 0.79 acre tract; thence North 00 degrees 06 minutes 10 seconds East along said Southerly extension and along said Easterly boundary a distance of 244.13 feet to the Northeast corner thereof; thence North 89 degrees 53 minutes 50 seconds West along the Northerly boundary of said 0.79 acre tract a distance of 320.00 feet to the West line of said Southwest Quarter; thence North 00 degrees 06 minutes 10 seconds East along said West line a distance of 305.00 feet to the Southwest corner of Lantern Woods Subdivision as per plat thereof recorded in Plat Book 5, Page 110 in the Office of the Recorder; thence South 88 degrees 10 minutes 26 seconds East along the South line of said Lantern Woods a distance of 1335.97 feet to the East line of the West Half of said Southwest Quarter; thence South 00 degrees 05 minutes 44 seconds West along said East line a distance of 2268.96 feet to the Southeast corner of the West Half of said Southwest Quarter; thence North 88 degrees 18 minutes 37 seconds West along the South line of said Southwest Quarter a distance of 721.76 feet to a mag nail; thence North 00 degrees 23 minutes 12 seconds West a distance of 795.96 feet to a 5/8" capped rebar (Gibson); thence North 27 degrees 15 minutes 03 seconds East a distance of 183.78 feet to 5/8" capped rebar (Gibson); thence North 62 degrees 44 minutes 57 seconds West a distance of 250.14 feet to a 5/8" capped rebar (Gibson); thence North 89 degrees 53 minutes 50 seconds West a distance of 468.84 feet to the Point of Beginning. Containing 52.824 acres more or less.



"EXHIBIT B"

A part of the Southwest  $\frac{1}{4}$  of Section 8, Township 15 North, Range 6 East in Sugar Creek Township, Hancock County, IN; said part being more particularly described as follows:

Commencing at the Southwest corner of said Southwest  $\frac{1}{4}$ ; thence South 88 degrees 18 minutes 37seconds East (assumed bearing) along the South line of said Southwest  $\frac{1}{4}$  a distance of 614.41 feet to a MAG nail marking the POINT OF BEGINNING of this description; North 00 degrees 23 minutes 12 seconds West a distance of 795.96 feet to a 5/8" capped rebar (Gibson); thence North 27 degrees 15 minutes 03 seconds East a distance of 183.78 feet to a 5/8" capped rebar (Gibson); thence South 62 degrees 44 minutes 57seconds East a distance of 107.75 feet to a 5/8" capped rebar (Gibson); thence North 27degrees 15 minutes 03 seconds East a distance of 234.01 feet to a 5/8" capped rebar (Gibson); thence South 62 degrees 44 minutes 57 seconds East a distance of 135.01 feet to a 5/8" capped rebar (Gibson); thence North 27 degrees 15 minutes 03 seconds East a distance of 60.00' feet to a 5/8" capped rebar (Gibson); thence North 62 degrees 44 minutes 57 seconds West a distance of 135.01 feet to a 5/8" capped rebar (Gibson); thence North 27 degrees 15 minutes 03 seconds East a distance of 168.71 feet to a 5/8" capped rebar (Gibson); thence North 20 degrees 38 minutes 08 seconds West a distance of 28.62 feet to a capped rebar (Gibson); thence South 82 degrees 06 minutes 36 seconds East a distance of 132.36 feet to a 5/8" capped rebar (Gibson); thence South 88 degrees 15 minutes 24 seconds East a distance of 50.23 feet to a 5/8" capped rebar (Gibson); thence South 82 degrees 47 minutes 39 seconds East a distance of 137.04 feet to a 5/8" capped rebar (Gibson); thence South 89 degrees 54 minutes 16 seconds East a distance of 30.00 feet to the East line of the West  $\frac{1}{2}$  of said Southwest  $\frac{1}{4}$  and said point being marked by a 5/8" capped rebar (Gibson); thence South 00 degrees 05 minutes 44 seconds West along said East line a distance of 1332.55 feet to the Southeast corner of said West  $\frac{1}{2}$ ; thence North 88 degrees 18 minutes 37 seconds West along the South line of said Southwest  $\frac{1}{4}$  a distance of 721.76 feet to the point of beginning of this description. Containing 20.052 acres more or less. Subject to all legal highways, rights-of-way, easements and restrictions on record.

*Also known as Centennial Village*

END OF DOCUMENT

"EXHIBIT C"

A part of the Southwest Quarter of Section 8, Township 15 North, Range 6 East in Sugar Creek Township, Hancock County, Indiana; said part being more particularly described as follows:

Commencing at a brass monument marking the Southwest corner of said Southwest Quarter; thence North 00 degrees 06 minutes 10 seconds East (assumed bearing) along the West line of said Southwest Quarter a distance of 1056.58 feet to the Point of Beginning of this description; thence North 00 degrees 06 minutes 10 seconds East along said West line a distance of 666.42 feet; thence South 89 degrees 53 minutes 50 seconds East, parallel with the South line of a 0.79 acre tract of land described in Deed Book 137, Page 389 in the Office of the Recorder of said Hancock County a distance of 330.24 feet; thence South 08 degrees 29 minutes 28 seconds East a distance of 14.16 feet; thence South 64 degrees 00 minutes 35 seconds East a distance of 330.96 feet; thence South 05 degrees 58 minutes 53 minutes East a distance of 151.55 feet; thence South 89 degrees 20 minutes 06 seconds East a distance of 142.84 feet; thence South 62 degrees 44 minutes 57 seconds East a distance of 235.20 feet; thence South 27 degrees 15 minutes 03 seconds West a distance of 168.71 feet; thence South 62 degrees 44 minutes 57 seconds East a distance of 135.01 feet; thence South 27 degrees 15 minutes 03 seconds West a distance of 60.00 feet; thence North 62 degrees 44 minutes 57 seconds West a distance of 135.01 feet; thence South 27 degrees 15 minutes 03 seconds West a distance of 234.01 feet; thence North 62 degrees 44 minutes 57 seconds West a distance of 357.98 feet; thence North 89 degrees 53 minutes 50 seconds West a distance of 468.84 to the Point of Beginning. Containing 12.398 acres more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record.

*Also known as Centennial Commons.*

AMENDED AND RESTATED COMMITMENT  
CONCERNING THE USE AND DEVELOPMENT OF  
REAL ESTATE  
"R-3" RESIDENTIAL DISTRICT

THIS AMENDED AND RESTATED COMMITMENT CONCERNING THE USE AND DEVELOPMENT OF REAL ESTATE is made this 3<sup>rd</sup> day of SEPTEMBER, 2007 ("Restated Commitment") by Centennial Partners, as successor to Hancock Land Management, LLC ("Petitioner"). This restatement is made to amend and restate in their entirety the Commitment previously given concerning the use and development of the parcel of real estate described in "Exhibit A" attached (the "Real Estate").

STATEMENT OF RESTATED COMMITMENT

With regard to the Real Estate zoned to "R-3" Residential District, the Petitioner agrees that:

- a) Street lights and sidewalks shall be provided with the development of each section;
- b) Only single family dwellings and two-family dwellings shall be permitted, with the exception that a church and accessory uses thereto is permitted if such use is granted by the Hancock County Board of Zoning Appeals;
- c) With regard to single family dwellings on lots 81 and 108 - 125 of the Re-plat of Lots 69 - 81 of Centennial Village Secondary Plat (hereinafter the "Replatted Lots"), all single family homes shall be a minimum of 1,500 square feet, exclusive of porches and garages; with regard to greater than one-story homes on the Replatted Lots there shall be a minimum of 1,800 square feet, exclusive of porches and garages; all other single family dwellings that are single story homes shall be a minimum of 1,800 square feet, exclusive of porches and garages, and greater than one-story homes shall have a minimum total area of 2,000 square feet, exclusive of porches and garages;
- d) With regard to all two-family dwellings only, all single story units shall have a minimum ground floor area of 1,200 square feet per unit, exclusive of

porches and garages, and greater than one story units (i.e., townhouses) shall have a minimum total living area of 2,000 square feet per unit, exclusive of porches and garages;

- e) Each unit of the two-family dwellings shall be owner-occupied, except that a unit may be occupied by a family member of an owner who resides in the same dwelling, and the Covenants of the subdivision in which the two-family dwellings are located shall state this requirement;
- f) No vinyl siding shall be permitted on the homes;
- g) Except for Indiana farm style and Colonial homes, all one-story homes shall be 65% brick except for windows, doors, garage doors, gables and areas above the first story roof, and all two-story homes shall be 50% brick except for windows, doors, garage doors, gables and areas above the first story roof;
- h) All homes shall have an attached two (2) car garage or greater;
- i) All one-story custom homes shall be a minimum of a 8/12 roof pitch with a 9" overhang, and all two-story homes shall have a minimum of a 6/12 roof pitch with a 9" overhang;
- j) All homes shall have a uniform mailbox;
- k) All homes shall have a concrete or brick driveway;
- l) All homes shall have a planting and mulching plan to include at least twelve (12) shrubs and two (2) trees in the front yard. Shrubs shall include at least one (1) ornamental, a minimum of twenty-four inches (24") in height. All other shrubs shall be a minimum of eighteen inches (18") in height. Shade trees shall have a minimum caliper of two and one-fourth inches (2-1/4") at time of planting, and ornamental trees and evergreens shall be minimum of six feet (6') at time of planting;
- m) No above-ground pools shall be permitted;

- n) There shall be a mandatory homeowners association ("HOA") with professional management after eighty percent (80%) of the lots are sold, the HOA shall provide for snow removal from public streets;
- o) Only one (1) vendor shall be used for recycling and trash removal;
- p) There shall be no homes with like elevations adjoining or directly across the street from each other, except for the two family dwellings and single family homes on the Replatted Lots;
- q) The single family dwelling lots on the Replatted Lots shall have a minimum width of sixty feet (60'); all other single family lots shall have a minimum width of ninety feet (90');
- r) Excluding the Church, there shall be a maximum density of 2.6 units per acre; and
- s) There shall be a maximum of fifty-six (56) units in the two family dwellings.

This Restated Commitment shall be binding on the Petitioner, its successors and assigns, subsequent owners of the Real Estate, and other persons acquiring an interest therein.

This Restated Commitment may be modified or terminated only by a decision of the Hancock County Area Plan Commission made only after a public hearing after proper notice has been given, which decision has also been approved by the Hancock County Commissioners.

This Restated Commitment may be enforced jointly or severally by:

1. The Hancock County Area Plan Commission, the Hancock County Area Board of Zoning Appeals, and the Hancock County Commissioners;
2. Property owners within the subdivision on the Real Estate; and
3. Abutting and adjoining landowners as defined by Hancock County Ordinance.

In the event the Real Estate is annexed into an existing municipality or becomes part of a newly created municipality, the Restated Commitments and the enforcement thereof shall be transferred to such municipality.



END OF DOCUMENT

EXHIBIT A

A part of the Southwest quarter of Section 8, Township 15 North, Range 6 East in Sugar Creek Township, Hancock Co, In.; said part being more particularly described as follows:

BEGINNING at a brass monument marking the Southwest corner of said Southwest quarter; thence North 00 degrees 54 minutes 01 seconds West (assumed bearing) along the West line of said Southwest quarter a distance of 1859.08 feet to the Southwest corner of a 0.79 acre tract of land described in Deed Book 137, Page 389 in the Office of the Recorder of said Hancock Co. (the next three (3) calls are along the Southerly, the Easterly and the Northerly boundaries of said 0.79 acre tract; (1) thence North 89 degrees 05 minutes 59 seconds East a distance of 320.00 feet; (2) thence North 00 degrees 54 minutes 01 seconds West, parallel with the West line of said Southwest quarter, a distance of 108.00 feet; (3) thence South 89 degrees 05 minutes 59 seconds West a distance of 320.00 feet to the West line of said Southwest quarter; thence North 00 degrees 01 minutes 54 seconds West along said West line a distance of 305.00 feet to the Southwest corner of Lantern Woods Subdivision as per plat thereof recorded in Plat Book 5, Page 110 in the Office of said Recorder; thence South 89 degrees 10 minutes 37 seconds East along the South line of said Lantern Woods a distance of 1335.08 feet to the East line of the West half of said Southwest quarter; thence South 00 degrees 54 minutes 35 seconds East along said East line a distance of 2267.73 feet to the Southeast corner of the West half of said Southwest quarter; thence North 88 degrees 21 minutes 51 seconds West along the South line of said Southwest quarter a distance of 1335.33 feet to the Point of Beginning. Containing 68.755 acres more or less. Subject to all legal highways, rights-of-way, easements and restrictions of record.

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**AMENDED AND RESTATED  
MASTER DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS  
FOR THE CENTENNIAL COMMUNITY**

**THIS AMENDED AND RESTATED AMENDED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CENTENNIAL COMMUNITY ("Amended Master Declaration"), made this 19 day of February, 2008 is made by Centennial Partners, an Indiana general partnership (hereinafter referred to as the "Declarant"). This Amended Master Declaration is made to amend and restate in its entirety the Master Declaration of Covenants, Conditions, and Restrictions recorded on the 29<sup>th</sup> day of June, 2006 in the Office of the Recorder of Hancock County, Indiana as Instrument No. 060007745 (the "Master Declaration").**

**WITNESSETH:**

WHEREAS, all of the land contained in the area shown on "Exhibit A", attached hereto and made a part hereof, which lands are part of an Entire Development known as the Centennial Community, the subject of this Amended Master Declaration ("Development"); and

WHEREAS, all of the land contained in the area shown on "Exhibit B", attached hereto and made a part hereof, which lands shall be for single family dwellings and shall be known (except as hereinafter stated regarding the Villas) as Centennial Village; and

WHEREAS, all of the land contained in the area shown on "Exhibit C", attached hereto and made a part hereof, which lands shall be for two family dwellings and shall be known as Centennial Commons, which may be subject to a Supplemental Declaration of Restrictions; and

WHEREAS, the Declarant desires to subject and impose upon all real estate within the platted areas of the Entire Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Entire Development and the future owners thereof, while including the Development in the Association and under the jurisdiction of the Committee of the Entire Development.

NOW, THEREFORE, the Declarant hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to any real estate in the Development.

1. DEFINITIONS.  
this Declaration.

The following are the definitions of the terms as they are used in

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- A. "Additional Real Estate" shall mean any other real estate which Declarant designates to be subject to these Restrictions. The right and privilege to add Additional Real Estate shall exist for five (5) years after the sale of the last lot in the Entire Development.
- B. "Committee" shall mean the Centennial Community Development Committee composed of either three (3) or five (5) members. If the Committee is composed of three (3) members, one shall be a representative of Declarant, one shall be a representative of Centennial Village, and one shall be a representative of Centennial Commons. If the Committee is composed of five (5) members, one (1) shall be a representative of Declarant, two (2) shall be representatives of Centennial Village, and two (2) shall be representatives of Centennial Commons. The Declarant may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove members of the Committee. At such time the representative(s) of the Declarant shall be replaced with an "at large" representative or representative(s) as the case may be.
- C. "Association" shall mean the Centennial Community Association, Inc., a not-for-profit corporation.
- D. "Lot" shall mean any parcel of residential real estate described by the plat of the Development which is recorded in the office of the Recorder of Hancock County, Indiana.
- E. "Approvals, determinations, permissions, or consents" required herein shall be deemed given if they are given in writing signed, within respect to the Declarant of the Association by the President or Vice-President thereof and with respect to the Committee, by two members thereof.
- F. "Color scheme" shall mean a combination of siding, trim, shutters and front door color.
- G. "Owner" shall mean a person, partnership, trust or corporation who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.
- H. "Developer or Approved Builder" shall mean any person or entity to which the Declarant conveys a portion of the property for the development of Lots or parcels of land with or without any of the Declarant's rights contained within this declaration, the by-laws, or any supplemental declaration.
- I. "Entire Development" shall mean the subdivision known as the Centennial Community, including existing and future sections.
- J. "Development" shall mean the section or sections in the Entire Development encumbered by this Declaration.
- K. "Two-Family Dwellings" shall mean a structure containing two (2) dwelling units only, and each dwelling unit shall have one (1) vote in the Association and be subject to these Restrictions.

L. "Supplemental Declaration" shall mean a Supplemental Declaration of Covenants, Conditions and Restrictions for a particular portion of the Development or for Additional Real Estate.

M. "Villas" shall mean a single family dwelling located on Lots 81 and 108 – 125, inclusive, of the Replat of Lots 69 – 81 of Centennial Village, Secondary Plat.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot platted as part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single-family dwelling house, and except for two-family dwellings which shall be permitted only (i) on the 12 acre parcel described on "Exhibit B" attached hereto and made a part hereof, and (ii) on Additional Real Estate. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded Plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Declarant in a rezoning or approval proceedings before the applicable development approval body in Hancock County, Indiana. However, the Declarant reserves unto itself the right to change the character of such designated use at any time in the future by applying to the applicable approval body and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Declarant's planned use.

B. Prohibited Improvements. Sheds, outbuildings, carports, mini-barns, above ground pools, antennae, satellite disks which exceed one meter in diameter, or clothes lines shall not be erected or placed on any lot. Solar panels may not be erected or placed on the front or side roof of any house. Lawn ornaments are permitted in rear yards only.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

D. Occupancy of Two-Family Dwellings. Each unit of the two-family dwellings shall be owner-occupied, except that a unit may be occupied by a family member of an owner who resides in the same dwelling.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas.

(i) With regard to single family dwellings on lots 81 and 108 – 125 of the Re-plat of Lots 69 – 81 of Centennial Village Secondary Plat (hereinafter the "Replatted Lots"), all single family homes shall be a minimum of 1,500 square feet, exclusive of porches and garages; with regard to greater than one-story homes on the Replatted Lots there shall be a minimum of 1,800 square

feet, exclusive of porches and garages; all other single family dwellings that are single story homes shall be a minimum of 1,800 square feet, exclusive of porches and garages, and greater than one-story homes shall have a minimum total area of 2,000 square feet, exclusive of porches and garages; and

(ii) With regard to all two-family dwellings only, all single story units shall have a minimum ground floor area of 1,200 square feet per unit, exclusive of porches and garages, and greater than one story units (i.e., townhouses) shall have a minimum total living area of 2,000 square feet per unit, exclusive of porches and garages.

B. Residential Setback Requirements. Front Setbacks. Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the plat of the Development.

C. Fences. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, all fences must be approved by the Committee as to location, and composition before being installed. All fences shall be wood (shadow box style only and shall not exceed four (4) feet in height) and be placed no closer to the front lot line than the rear of the primary residence. On corner lots an additional requirement is that fences may not be placed closer to the street than the building setback line of the side of the primary residence. Temporary decorative fences in the front yards of model homes are permitted in front of the setback line while the structure is being used as a model home. All fences shall be of new material with the finished side facing the adjacent lot(s). Wrought iron ornamental fencing may also be allowed. On lots where in-ground pools are constructed, the fencing height may be increased to six (6) feet if the fence material is ornamental wrought iron and black in color.

D. Tree Preservation. No live tree with a trunk diameter of 6 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee.

E. Uniform Mailboxes and Lighting. Uniform mailboxes shall be Caporale large Custom mailbox painted Raisin with Chancery lettering, installed on a 6" x 6" painted Clovertop post and are required to be installed by the builder on each Lot. Uniform yard lights shall be Maxim Model number 1023 in Rust Patina with Maxim Post Number 1093 in Rust Patina (crossbars optional) are required to be installed by the builder on each Lot.

F. Landscaping. All homes shall have a planting and mulching plan to include at least twelve (12) shrubs and two (2) trees in the front yard. Shrubs shall include at least one (1) ornamental, a minimum of twenty-four inches (24") in height. All other shrubs shall be a minimum of eighteen inches (18") in height. Shade trees shall have a minimum caliper of two and one-fourth inches (2-1/4") at time of planting, and ornamental trees and evergreens shall be minimum of six feet (6') at time of planting.

G. Exterior Construction. Except for Indiana farm style and Colonial homes, all one-story homes shall be 85% brick except for windows, doors, garage doors, gables and areas above the first story roof, and all two-story homes shall be 50% brick except for windows, doors, garage doors, gables and areas above the first story roof. All siding shall be wood, LP, or fiber cement type material and place horizontally or angled on the sides of the dwelling (sheet siding shall not be permitted). No vinyl or aluminum siding shall be permitted. All windows to be wood or wood with vinyl or aluminum clad. Double hung windows shall have grids included in the design. All chimneys shall be total masonry or EFIS. Direct vent fireplaces, if used, must be placed either placed on the rear of the residence, or if placed on the side shall be of all masonry or EFIS. No house shall have metal prefabricated flues that extend above the highest roofline. All driveways must be paved with asphalt or concrete. All one-story custom homes shall be a minimum of a 8/12 roof pitch with a 9" overhang, and all two-story homes shall have a minimum of a 8/12 roof pitch with a 9" overhang. The minimum front gable or hip roof pitch shall be 10/12. There shall be no homes with like elevations adjoining or directly across the street from each other, except for the two family dwellings.

H. Dwelling and Color Scheme Approval. All single family dwellings (except for Villas) and color schemes in Centennial Village shall first be approved by the Declarant or its designee. The Villas and all two family dwellings and color scheme approvals shall be delegated to Centennial Commons, LLC. This delegation shall terminate if Centennial Commons, LLC ceases to be the owner of Centennial Commons. If Declarant either (i) ceases to be the Owner of Centennial Village, or (ii) if The Bradford Group ceases to be the Managing Member of Declarant, Centennial Commons LLC and Declarant shall have an equal vote regarding the approvals required by this paragraph 3(H).

I. Committee Approval. All fences, awnings, satellite dishes less than one meter in diameter (as to screening, location and landscaping), additions and other improvements shall be approved by the Committee prior to erection. Prior to construction, the builder or Owner shall submit to the Committee a plot plan, print or brochure, and a color scheme.

J. Garages and Sidewalks Required. All residential dwellings in the Development shall include an attached two (2) bay enclosed garage, or greater, with independent vehicular access to each bay. All residential dwellings shall have public sidewalks constructed in compliance with the approved construction plans.

K. Heating Plants. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

L. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within one (1) year after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

M. Sales of Lots by Developer. Every lot within the Development shall be sold to a Developer or Approved builder, a homeowner who shall have a contract with an Approved builder, or developed by the Developer.

N. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

O. Maintenance of Lots and Improvements. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:

(i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;

(ii) Remove all debris or rubbish;

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development; and

(iv) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

P. Trash Collection and Recycling. The Association shall negotiate a contract for trash removal for all Lots in the Development. Each Owner shall be obligated to lease from such trash removal contractor a standard trash collection container and to pay the monthly trash collection fees attributable to such Owner's Lot.

#### 4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE

A. Outside Toilets. No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Hancock County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

#### 5. GENERAL PROHIBITIONS

A. In General. No noxious or offensive activities shall be permitted on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

B. Signs. No signs of any kind shall be erected within the Development, or permitted within any window, without the written consent of the Association, except standard real estate "for sale" signs, entry and directional signs installed by Declarant and such signs as may be required by legal proceedings. No business signs, flags, banners or similar items advertising or providing directional information shall be erected by any Owner. If permission is granted to any Owner to erect a sign, including name and address signs within the Development, the

Association reserves the right to determine the size and composition of such sign as it, in its sole discretion, deems appropriate.

C. Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any portion of the Development, except that dogs, cats or other usual and common household pets may be permitted on a Lot, subject to rules and regulations adopted by the Association through its Board. However, those pets which are permitted by any Owner or occupant to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the Owner of any portion of the Development, shall be removed from the Development upon request of the Association; if the Owner fails to honor such request, the Association, in its discretion, may have the pet removed. No pets shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same.

D. Parking and Prohibited Vehicles

(i) Parking. In order to facilitate the free movement of vehicles, no vehicles belonging to Owners or guest or invitees shall be parked on the paved portions of any street for more than 24 consecutive hours, except during bona fide temporary emergencies.

No Owners or other occupants of any portion of the Development shall repair or restore any vehicles of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or workshops, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(ii) Prohibited Vehicles. Commercial vehicles primarily used or designed for commercial purposes and that display company names, logos or advertising, tractors, mobile homes, recreational vehicles, trucks weighing in excess of three-quarters of a ton, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Association. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted in the Development or on any Lot except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Development during daylight hours for such periods of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas, and boats, boat trailers, campers and motor homes may be parked for a maximum of 48 hours at one time for the purpose of preparation or loading. Any vehicles parked in violation of this Section or parking rules promulgated by the Association may be towed.

E. Garbage and Other Refuse. No Owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at anytime, except at the times when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Declarant.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. Ditches and Swales. It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. Further, drainage easements shall not be altered in any fashion.

J. Septic Tanks. Septic tanks shall not be installed on any of the lots in the Development.

#### 6. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES.

Each common facility depicted on the recorded plat of the Development shall remain private; and the common area shown on the plat can never be separated from the plat, nor developed. The Declarants execution or recording of the plat or the doing of any other act by the Declarant is not, nor is intended to be, or shall not be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in this Amended Master Declaration. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Declarant may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association. However, the common area cannot be mortgaged or conveyed without the consent of at least 67% of the lot owners, excluding the Declarant. Maintenance of the common areas and community amenities shall be the responsibility of the Association. Such responsibilities may include, but not be limited to: mowing; maintenance of landscaping, ponds, mulch walking and fitness trails, entry monument, street signs, community lighting and recreational areas. Funding for the maintenance shall be from the Association annual assessment, in accordance with the By-Laws of the Association.

#### 7 REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Declarant, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but, except for negligence or unworkmanlike

product or services, neither the Declarant nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions. In the event of any legal action being taken under the terms of this paragraph, the prevailing party shall be entitled to recover reasonable attorneys fees.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of anyone or more of these restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Association's or Declarant's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association or the Declarant shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of the Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. Furthermore, the Declarant, Association or any public or governmental division or entity shall have the right to enter upon lots which abut or encroach a pond for purposes of maintenance or upkeep. Except for negligence or unworkmanlike products or services, neither the Declarant, the Association nor any of their agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

#### 8. EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarant or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Declarant and of the Association (including automatic membership therein by all lot owners) with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Declarant, the Association and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements. Each Owner shall have one (1) vote in the Association for each Lot owned, except that Declarant shall have three (3) votes for each Lot owned by Declarant until seventy-five percent (75%) of the Lots in the Entire Development have been sold. Multiple Owners of a Lot shall be deemed one (1) Owner for the purposes of these Restrictions.

#### 9. TITLES.

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience or reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. Wherever and whenever applicable, the



singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

10. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, at which time said covenants and restrictions shall be automatically extended for successive periods often (10) years.

11. AMENDMENT.

This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Hancock County, Indiana, executed by the Declarant or the Association and at least 75% of the lot owners. Modification or waiver of any provisions of this Declaration shall be done one at a time and not as a whole.

12. SEVERABILITY.

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

13. LIEN OF ASSESSMENT.

All sums assessed by the Association, but unpaid, including installments of the Annual Assessment and Special Assessments, and any fines duly imposed by the Association, together with late charges, interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owners lot prior to all other liens, except only:

- (a) Tax liens on the lot in favor of any assessing unit or special district; and
- (b) All sums unpaid on a first mortgage of record.

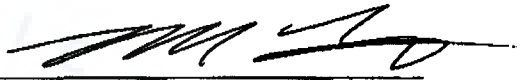
The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the lot Owner for such assessments. No such sale or transfer shall relieve the lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of 90% of all the Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

The Association shall assess each Owner of a Dwelling or Lot at closing, the sum of One Hundred Fifty Dollars (\$150.00) as a non-refundable contribution to the Association, unless said contribution is waived under the provisions of a builder contract, which amount may be used from time to time by the Association for the purposes deemed appropriate or desirable by the Association. The Association may modify the amount of the non-refundable contribution from time to time without Member approval.

The initial assessment for Owners in The Centennial Community shall be Three Hundred Seventy-five Dollars (\$375.00) per year, subject to changes as provided for in the By-Laws of the Association, unless said assessment is waived under the provisions of a builder contract.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 19 day of February, 2008.

CENTENNIAL PARTNERS  
By: The Bradford Group, Inc., as the  
Managing Member

By:   
James L. Brothers, President

"DECLARANT"

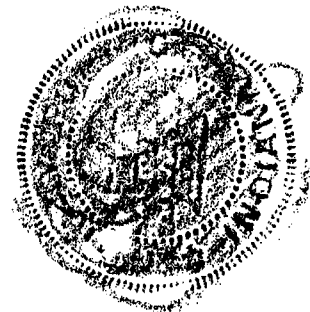
APPROVED BY AND CONSENTED TO:

CENTENNIAL COMMONS, LLC

BY:   
Dennis Barker, Member

BY:   
Michelle Rininger, Member

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF HANCOCK    )



Before me, a Notary Public in and for said County and State, personally appeared Dennis Barker and Michelle Rininger, Members of Centennial Commons, LLC, who acknowledged the execution of the foregoing Approval and Consent to the Declaration of Restrictions for and on behalf of the limited liability company.

Witness my hand and seal this 19 day of February, 2008.

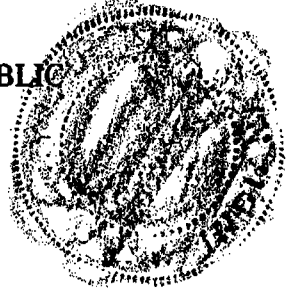
END OF DOCUMENT

My Commission Expires: 12-9-12  
County of Residence: Hancock

*Darla S. Gibson*  
Signature

Darla S. Gibson  
Printed

NOTARY PUBLIC



STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared James L. Brothers, President of the Bradford Group, Inc., Managing Member of Centennial Partner, who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that Corporation and the limited liability company.

Witness my hand and seal this 19 day of February 2008.

My Commission Expires: 12-9-12  
County of Residence: Hancock

*Darla S. Gibson*  
Signature

Darla S. Gibson  
Printed

NOTARY PUBLIC

This instrument was prepared by Ronald R Pritzke, Attorney at Law, 728 N. State St., P. O. Box 39, Greenfield, IN, 46140.

re/centennial/centennial community/Amended Master Declarations.blb.111407

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law.

*Mike Gibson*  
MIKE GIBSON