

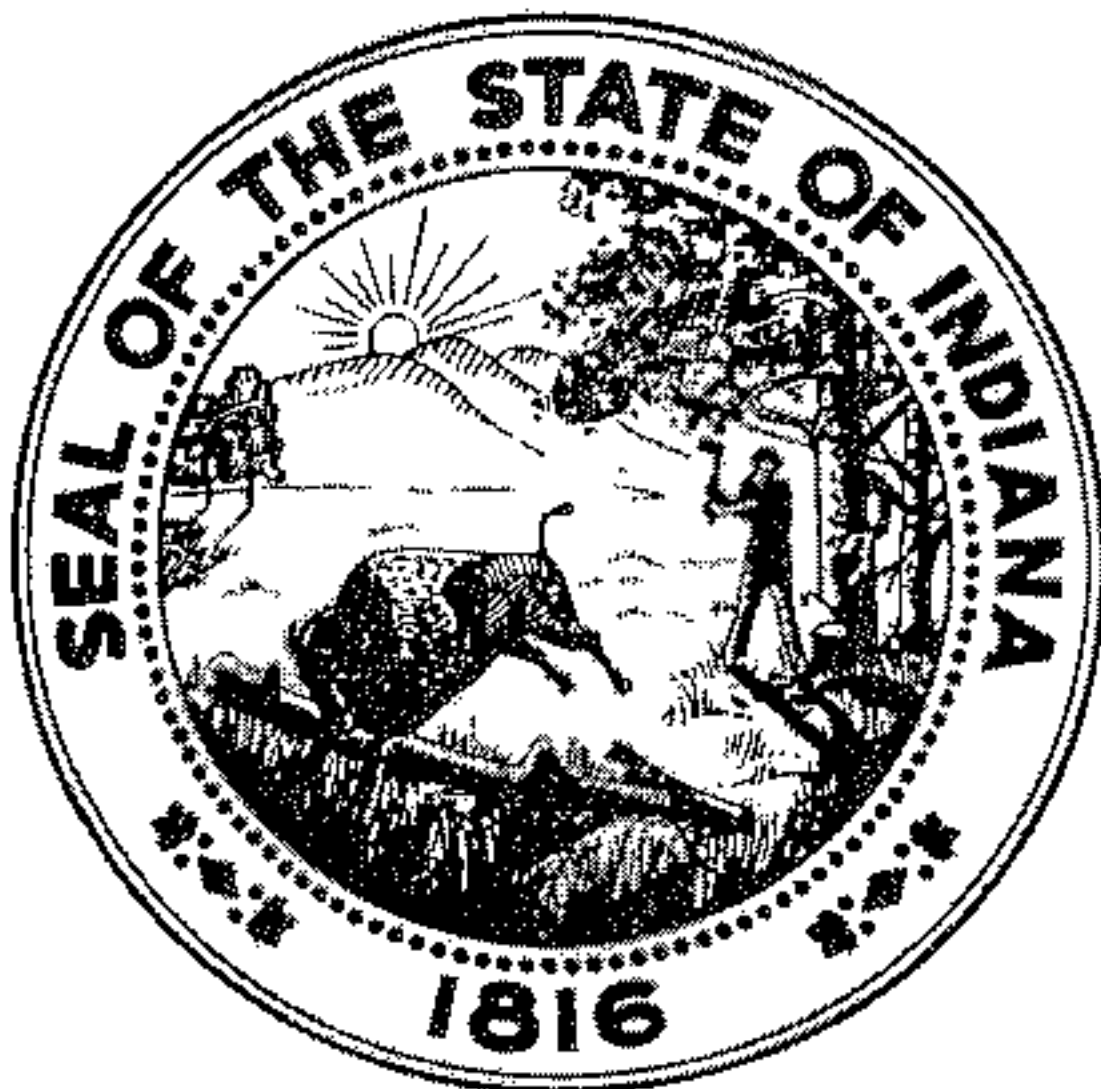
State of Indiana
Office of the Secretary of State

CERTIFICATE OF INCORPORATION
of

SAWMILL HOMEOWNERS ASSOCIATION, INC.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, March 02, 2005.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, March 2, 2005.

A handwritten signature in black ink, reading "Todd Rokita". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

TODD ROKITA,
SECRETARY OF STATE

APPROVED
AND
FILED

Carol Roberts

IND. SECRETARY OF STATE

ARTICLES OF INCORPORATION
OF
SAWMILL HOMEOWNERS ASSOCIATION, INC.

RECEIVED
CORPORATIONS DIV.
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The undersigned incorporator, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, (hereinafter referred to as the "Act"), executes the following Articles of Incorporation:

ARTICLE I
NAME

The name of the Corporation is **SAWMILL HOMEOWNERS ASSOCIATION, INC.**

ARTICLE II
PUPROSES

Section 1. Purposes. This Corporation is a mutual benefit corporation organized to promote and develop the health, safety, common good and social welfare of the Owners and residents of the residential community to be known as Sawmill which is proposed to be developed by WP Development, LLC, an Indiana limited liability company (herein after referred to as "Declarant"), or by its successors, on all or portions of the real estate in Hancock County, Indiana such real estate more particularly described in the Declaration of Covenants, Conditions and Restrictions of Sawmill ("Declaration") and incorporated herein by reference. The words used in these Articles shall have the same meaning as set forth in the Declaration.

Section 2. To provide, as a "homeowners association" and "residential real estate management association" (as defined under Section 528 of the Internal Revenue Code), for the acquisition, construction, management, maintenance and care of "association property" (as defined in said Section 528 of the Internal Revenue Code) of the Corporation.

Section 3. So long as the same are in furtherance of the purpose of the Corporation described in Section 2 of this Article II and are not contrary to any limitation or restriction imposed by the Act, the Declaration, or any other provisions of these Articles of Incorporation,

- (i) to exercise all of the rights, privileges, powers and authority, and to perform all of the duties and obligations, of the "Association" (as defined in the Declaration) applicable to all or portions of the Real Estate, and which Declaration was recorded in the office of the Recorder of Hancock County, Indiana, on _____, as Instrument No. _____, and as the same may be supplemented or amended from time to time as therein provided, said Declaration being incorporated herein by reference as if set forth at length.
- (ii) to fix, levy, collect and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration and the Act; to pay all

expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Corporation;

- (iii) to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or to otherwise dispose of real or personal property in connection with the affairs of the Corporation;
- (iv) to borrow money and pledge, mortgage, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (v) to transact any and all lawful business for which corporations may be incorporated under the Act;
- (vi) to have the capacity to act possessed by natural persons, but to have authority to perform only those acts as are necessary, convenient or expedient to accomplish the purposes for which it is formed, and such as are not repugnant to law;
- (vii) to carry out the purposes hereinabove set forth in any state, territory, district or possession of the United States, or any foreign country, to the extent such purposes are not forbidden by the law of any such state, territory, district or possession of the United States or by any such foreign country;
- (viii) to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. Except as otherwise provided or permitted by the Declaration, no such dedication or transfer shall be effective unless an instrument has been signed by seventy-five percent (75%) of each Class of members, agreeing to such dedication, sale or transfer;
- (ix) to participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of seventy-five percent (75%) of each Class of members; provided, however, that the assent of the members shall not be required for the annexation of any property lying within or constituting a part of the Real Estate as herein defined, as to which Declarant has reserved the unilateral right of annexation and expansion as provided in the Declaration; and
- (x) to have, possess, exercise and enjoy any and all of the rights, privileges and powers granted to corporations by the Act, as now existing or hereafter amended, and by the common law.

Section 4. The Corporation is and shall at all times be a nonprofit corporation, and its activities shall be conducted for the foregoing purposes in such a manner that no part of its activities shall result in pecuniary remuneration to its members as such (except for reasonable compensation to members or services actually rendered) and no part of its net earnings shall inure to the benefit of any private member (other than by acquiring, constructing or providing management, maintenance and care of "association property" and other than by rebate of excess membership dues, fees, charges and assessments).

The foregoing clauses shall be construed to constitute powers as well as purposes of the Corporation, and the enumeration of particular powers or purposes shall not be deemed a limitation upon or exclusion of other powers not particularly expressed or stated, which other powers are properly within the general scope of the purposes of the corporation, or incidental thereto, or are convenient or appropriate for the accomplishment of such purpose.

ARTICLE III

PERIOD OF EXISTENCE

The period during which the Corporation shall continue is perpetual.

ARTICLE IV

RESIDENT AGENT AND PRINCIPAL OFFICE

Section 1. Resident Agent. The name and address of the Corporation's Resident Agent for service of process is Shirley J. White, 9210 N. Meridian Street, Indianapolis, IN 46260.

Section 2. Principal Office. The post office address of the principal office of the Corporation is 9210 N. Meridian Street, Indianapolis, IN 46260.

ARTICLE V

MEMBERSHIP

Section 1. Every Owner (as defined in the Declaration) of a Lot (as defined in the Declaration) subject to assessment pursuant to the Declaration, except as provided to the contrary in the Declaration, shall be entitled and required to be a member of the Corporation. If title to a Lot is held by more than one person, each of such persons shall be a member, but in no event shall more than one vote be cast with respect to any one Lot. As owner of more than one Lot shall be entitled to, and there shall be required, one membership for each such Lot. Each such membership shall be appurtenant to the Lot upon which it is based and shall transfer automatically by voluntary or involuntary conveyance of the title of that Lot. Except as herein or in the Declaration otherwise expressly provided, no person or entity other than an Owner or Declarant may be a member of the Corporation, and a membership in the Corporation may not be transferred except in connection with the transfer of title to that Lot.

Section 2. Transfer. A membership in the Corporation shall not be transferred, pledged or alienated in any way, except upon the transfer of the record title of a Lot and then only to such transferee, by assignment, intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. It shall be the responsibility of each owner, upon becoming entitled to membership, to so notify the Corporation or the Corporation may continue to carry the name of the former Owner as a member, in its sole discretion. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Corporation. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the transferee of title of such Lot, the Corporation shall have the right to record the transfer upon the books of the corporation and issue a new membership to the transferee, and thereupon the old membership outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

Section 3. Voting. The Corporation shall have two (2) classes of voting membership, as follows:

A. Class A. Class A members shall be all Owners of Lots, with the exception of the Declarant prior to termination of Class B membership, and shall be entitled to one (1) vote for each Lot owned 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 person holds title to any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot. There can be no split vote. Prior to or at the time of any meeting at which a vote is to be taken, each co-owner or other person entitled to a vote at such meeting shall file with the Secretary of the Corporation the name of the voting co-owner or other person entitled to vote at such meeting, unless such co-owner or other persons have filed a general voting authority with the Secretary applicable to all votes until rescinded.

B. Class B. Class B members shall be the Declarant and all successors and assigns of Declarant designated by Declarant 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, on all matters requiring a vote of the membership of the Corporation, to three (3) votes for each Lot owned by it. The Class B membership shall cease and terminate upon the first to occur of: (i) December 31, 2014; or (ii) When the total number of votes outstanding in the Class A Membership is equal to the total number of votes outstanding in the Class B Membership; provided, however, that the Class B Membership shall recommence in the event that the Declarant subsequently records a plat of part of or all of the Property and, by virtue thereof, total number of votes outstanding in the Class A Membership is no longer equal to or greater than the total number of votes outstanding in the Class B Membership.

Declarant shall be entitled to Class A memberships for all Lots of which it is the Owner on or after the termination of Class B membership.

Section 4. Suspension of Voting Rights. In the event any owner shall be in arrears in the payment of any amount due under any of the provisions of the Declaration for a period of thirty (30) days, or shall be in default in the performance of any of the terms of the Declaration for a period of thirty (30) days, such owner's right to vote as a member of the Corporation shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

ARTICLE VI **DIRECTORS**

Section 1. Number of Directors. The initial Board of Directors is composed of three (3) members. At any time, the number of members of the Board of Directors may be increased up to a maximum of seven (7) directors; provided, however, that the exact number of directors shall be prescribed from time to time in the By-Laws of the Corporation; and, provided, further, that under no circumstances shall the minimum number be less than three (3) directors.

Section 2. Qualifications. Except with respect to directors appointed by the Class B Member, the directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time.

Section 3. Names and Post Office Address of the Initial Board of Directors are:

Name	Address	City	State	Zip
James W. VanNess	9210 N. Meridian	Indianapolis	IN	46260
Shirley J. White	9210 N. Meridian	Indianapolis	IN	46260
Aimee Bush	9210 N. Meridian	Indianapolis	IN	46260

ARTICLE VII **INCORPORATOR**

The name and post office address of the incorporator is Steven M. Dunn, 9210 N. Meridian Street, Indianapolis, IN 46260.

ARTICLE VIII
PROVISIONS FOR REGULATION AND CONDUCT OF THE
AFFAIRS OF THE ASSOCIATION

Section 1. Powers Relative to By-Laws. The initial Code of By-Laws of the Corporation shall be adopted by the Initial Board. The power to alter, amend, add to, and repeal the By-Laws of the Corporation is hereby vested in the Board of Directors; provided, however, that no alteration, amendment or addition to such initial Code of By-Laws shall be adopted by the Board of Directors which conflicts with the terms and provisions of the Declaration unless the same is adopted by and approved by the members of the Corporation and others as provided in, and in accordance with the requirements of, the Declaration; provided further, that there shall be no amendment, alteration, addition to or repeal of the By-Laws during the Class B Control Period without the consent and approval of Declarant.

Section 2. Right to Amend Articles. The Corporation reserves the right to amend, alter, change or repeal, in the manner now or hereafter prescribed by the Act, any provision contained in these Articles, and all rights, powers and privileges hereby conferred on members, directors or officers of the Corporation are subject to this reserved power; provided, however, that there shall be no amendment, alteration, change or repeal of these Articles during the Class B Control Period without the consent and approval of Declarant.

Section 3. Initial Board. The initial Board of Directors named in Article V hereof shall consist of three (3) Directors and shall serve as the Board of Directors of the Corporation until the Class B Control Period has expired and, in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever during the Class B Control Period, every such vacancy shall be filled by a person appointed by Declarant. Any such person so appointed by Declarant shall thereafter be deemed a member of the Initial Board. After the Class B Control Period the Term of Directors shall be in accordance with applicable provisions in the By-Laws.

Section 4. Dissolution. The Corporation may be dissolved in accordance with the Act with the assent given in writing and signed by not less than two thirds (2/3) of each Class of members, except as otherwise provided or permitted by the Declaration. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall, subject to the provisions of the Act, be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purpose.

IN WITNESS WHEREOF, I the undersigned, do hereby execute these Articles of Incorporation and certify to and verify and affirm under the penalties for perjury to the truth of the facts herein stated, this 6th day of January, 2005.

INCORPORATOR



Steven M. Dunn

BY-LAWS

OF

SAWMILL HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME, PRINCIPAL OFFICE AND DEFINITIONS

Section 1.1. Name. The name of the Association shall be SAWMILL HOMEOWNERS ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association").

Section 1.2. Principal Office. The principal office of the Association in the State of Indiana shall be located at such place in the State of Indiana as the Board of Directors of the Association shall determine from time to time.

Section 1.3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in the recorded Declaration of Covenants, Conditions and Restrictions for Sawmill, a subdivision located in Hancock County, Indiana, (said Declaration of Covenants, Conditions and Restrictions for Sawmill, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit such meaning.

ARTICLE II

ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 2.1. Membership. The Association shall have two (2) classes of membership, Class A and Class B, as more fully set forth in the Declaration, the terms of which are specifically incorporated herein by reference.

Section 2.2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Community or at a location as convenient thereto as possible and practical.

Section 2.3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within thirty (30) days after termination of the Class B Control Period, or earlier if so determined by Developer pursuant to Section 3.6 of these By-Laws. Meetings shall be of the Members. Subsequent regular annual meetings shall be set by the Board so as to occur at least thirty (30) days but not more than ninety (90) days before the close of the Association's fiscal year on a date and at a time set by the Board of Directors.

Section 2.4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of the Board of Directors or upon a petition signed by Members representing at least twenty-five percent (25%) of the total Class A votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 2.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, by or at the direction of the President or the Secretary or the officers or persons calling the meeting, to each Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary of the officers or persons calling the meeting.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage prepaid.

Section 2.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted thereafter unless objection to the call or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 2.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing at least twenty-five percent (25%) of the total votes of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

Section 2.8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein. A proposition submitted for a vote hereunder shall be approved if the number of votes cast for such proposition are equal to or greater than the required minimum percentages set forth in the Declaration or these By-Laws, and if no minimum percentage is set forth in the Declaration or these By-Laws, and if no minimum percentage is set forth for such proposal, then a majority vote shall be necessary for approval.

Section 2.9. Proxies. Members may vote by proxy but only upon a written proxy in a form prescribed by the Board.

Section 2.10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

Section 2.11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person of the Members representing one-third (1/3) of the total vote of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 2.12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

ARTICLE III

BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. Composition and Selection.

Section 3.1. Governing Board; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. Except with respect to directors appointed by the Class B Member, the directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time.

Section 3.2. Directors During Class B Control. Subject to the provisions of Section 3.6 below, the directors shall be selected by the Class B Member acting in its sole discretion and shall serve at the pleasure of the Class B Member during the Class B Control Period as defined in the Declaration. During the Class B Control Period the Directors shall have the right to assign all of their rights and obligations to a professional management company which management company shall perform all of the duties of the Directors as set forth in this Article III and the Officers as set forth in Article IV.

Section 3.3 Right to Disapprove Actions. This Section 3.3 may not be amended without the express, written consent of the Class B Member as long as the Class B membership exists.

So long as the Class B membership exists, the Class B Member shall have a right to disapprove actions of the Board and any committee, as is more fully provided in this Section. This right shall be exercisable only by the Class B Member, its successors, and assigns who specifically take this power in a recorded instrument. This right to disapprove shall be as follows:

No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Class B Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board of Directors meetings with Article III, Section 3.8, 3.9, and 3.10 of these By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Class B Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, and committee thereof, or the Association. The Class B Member, its representatives, or agents shall make its concerns, thoughts, and suggestions known to the members of the subject committee and/or the Board. The Class B Member shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Board of Directors or any committee thereof and to be taken by the Board, such committee, or the Association. This right may be exercised by the Class B Member, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. The Class B Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 3.4. Number of Directors. Following the termination of the Class B Control Period, the number of directors in the Association shall be not less than three (3) nor more than seven (7). The number of directors may be increased by the Board by a resolution of the Board adopted at least thirty (30) days prior to the next annual meeting of the Members. The Initial Board shall consist of three (3) members.

Section 3.5. Nomination of Directors. Except with respect to directors selected by the Class B Member, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman who shall be a member of the Board of Directors and three (3) or more Members of the Association. The Nominating Committee members shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall also be permitted from the floor at the annual meeting where such directors are elected. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 3.6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) If the Developer elects, in its sole and absolute discretion, within thirty (30) days after the time Class A Members and the Class B Member each own fifty percent (50%) of the Lots in the community, the Association shall call a special meeting at which Members representing the Class A members shall elect one (1) of the three (3) directors. The remaining two (2) directors shall be appointees of the Class B Member. The directors elected by the Members shall not be subject to removal by the Class B Member acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection (b) below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in subsection (b) below, successor director shall be elected for a like term.

(b) At the first annual meeting of the membership after the termination of the Class B Control Period, the directors shall be selected as follows: Five (5) directors shall be elected by the vote of all Members. Three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At the expiration of the initial term of office of each member of the board of Directors and at each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years. If the number of directors is increased pursuant to Section 3.4 above, the Board shall establish the terms of such directors.

Each Member shall be entitled to cast one (1) vote with respect to each vacancy to be filled on the Board. There shall be no cumulative voting. The directors elected by the Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

Section 3.7. Removal of Directors and Vacancies. Any director elected by the Members may be removed, with or without cause, by the majority vote of the Members. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and

there be elected by the Members to fill the vacancy for the remainder of the term of such director.

Any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board, and it may appoint a successor. Any director appointed by the Board shall serve for the remainder of the term of such vacating director.

B. Meetings.

Section 3.8. Annual Meetings. The annual meeting of the Board of directors shall be held within ten (10) days following each annual meeting of the membership at such time and place as shall be fixed by the Board.

Section 3.9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of each regular meeting shall be communicated to the directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 3.10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by any three (3) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods:

- (a) by personal delivery;
- (b) written notice by first class mail, postage prepaid; or
- (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director.

All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United State mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery or telephone shall be delivered or telephone at least seventy-two (72) hours before the time set for the meeting.

Section 3.11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 3.12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and unless otherwise provided in these By-Laws or the Declaration, the vote of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 3.13. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by a majority of the total Class A vote of the Association at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 3.14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 3.15. Open Meetings. Subject to the provisions of Section 3.16 of this Article, all meetings of the board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, including but not limited to such matters as pending or threatened litigation or personnel matters.

Section 3.16. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in Writing, setting forth the action so taken, shall

be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

Section 3.17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the Powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the membership generally.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, by way of explanation, but not limitation:

(a) preparation and adoption, in accordance with the Declaration, of annual budgets in which there shall be established the contribution by each Owner to the Common Expenses and any other expenses provided for in the Declaration;

(b) making assessments to defray the Common Expenses and other expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Lot's proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

(c) providing for the operation, care, upkeep, and maintenance of all of the Common Areas;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and the Common Areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

- (f) making and amending rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting of the making of repairs, additions, and improvements to or alterations of the Common Areas in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;
- (i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association;
- (j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Members;
- (l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- (m) making available to any prospective purchaser of a Lot, any Owner of a Lot, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Lot, current copies of the Declarations, the Articles of Incorporation, the By-Laws, rules governing the Lot and all other books, records, and financial statements of the Association; and
- (n) permitting utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the Property.

Section 3.18. Management. Upon conversion or cessation of the Class B member, the Association shall engage and employ a professional manager or management company, possessing experience in the management of homeowners associations, to assist the Board of Directors in the management and administration of the Association. No contract or agreement for professional management of the Association, nor any other contract between Developer and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days or less. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws. The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class B Control Period unless such contract contains a right of termination exercisable by either party

without penalty at anytime, with or without cause, upon not more than ninety (90) day notice to the other party.

Section 3.19. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair, or restoration of the Common Area without the approval of the Members of the Association except as provided in the Declaration. Notwithstanding anything to the contrary contained in the Declaration, these By-Laws, or the Articles of Incorporation, during the Class B Control Period, no mortgage lien shall be placed on any portion of the Common Areas without the affirmative vote or written consent, or any combination thereof, of Members representing at least two thirds (2/3) of the Members.

Section 3.20. Rights of the Association. With respect to the Common Areas and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, and other owner associations, both within and without the Community. Such agreements shall require the consent of a majority of all directors of the Association.

Section 3.21 Enforcement.

(a) Upon the violation by any Owner or occupant of the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder, the Board shall have the power, after fifteen (15) days written notice to the Owner or occupant of said violation, and failure by said Owner or occupant to cure the violation: (1) to cause the Association to correct the violation at its own cost and expense (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations), which said cost and expense shall constitute a continuing lien upon the Lot of the Owner or occupant who is guilty of such violation; (2) to suspend an Owner's right to vote in the Association; or (3) to suspend an Owner's right (and the right of such Owner's family, guest, and tenants) to use any recreational facilities located in the Common Areas.

The Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests, or tenants. Any such suspension of rights may be for the duration of the infraction and/or any additional period thereafter, not to exceed thirty (30) days per violation.

(b) Notwithstanding subsection (a) above, a violation or threatened violation of any of the covenants and restrictions contained in the Declaration and the provisions contained in the Articles of Incorporation and these By-Laws, or any rules and regulations adopted hereunder, shall be grounds for an action at law or equity instituted by the Association, acting through its Board of Directors, against any person violating or threatening to violate any such covenant, restriction, rule, or regulation. Available relief

in any such action shall include the recovery of damages; injunctive relief, either to restrain the violation or threatened violation or to compel compliance with the covenants, restrictions, rules, and regulations; declaratory relief; the enforcement of any lien created by the covenants, restrictions, rules, or regulations; and the recovery of costs and attorneys' fees incurred by any party successfully enforcing such covenants, restrictions, rules, or regulations. Failure by the Association to enforce any covenant, restriction, rule, or regulation shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE IV

OFFICERS

Section 4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) offices may be held by the same person.

Section 4.2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors (except as to any director which Developer had the right to appoint) for the unexpired portion of the term.

Section 4.3. Removal. An officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be serviced thereby.

Section 4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Vice President shall perform the duties of the President when the President is unable to perform such duties. The Secretary shall have the care and custody of the corporate records, shall attend all meetings of the Board and Members and shall keep, or cause to be kept in a book provided for such purposes, a true and complete record of the proceedings of such meetings when required. He shall also attend to the giving and serving of all notices of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall

take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.6. Agreements, Contracts, Deeds, Leases, Checks. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE V

COMMITTEES

Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VI

ARCHITECTURAL COMMITTEE

No building, mailbox, fence, mini barn, satellite dish, wall or other structure, except original construction of Dwellings by or on behalf of the Developer, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein, other than by the Developer, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer until the end of the Development Period, and thereafter by the Board of Directors of the Association. After the Development Period, the Board of Directors may appoint three (3) or more representatives to an Architectural Committee. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval therefore as above provided.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 7.2. Parliamentary: Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Indiana law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 7.3. Conflicts. If there are conflicts between the provisions of Indiana law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Indiana law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 7.4. Books and Records. The Declaration, By-Laws, Articles of Incorporation, and any amendments to the foregoing, the rules and regulations of the Association, the membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Lot, Member of the Association, or by the duly appointed representative of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in the Lot, at the office of the Association or at such other place within the Community as the Board shall prescribe.

(b) **Rules for Inspection.** The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) **Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association, such expense to be reasonable.

Section 7.5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United State Mail, first class, postage prepaid:

(a) if to a Member, at the address which the Member resides or Member has designated in writing and filed with the Secretary or, if no such address has designated in writing and filed with the Secretary or, if no such address has been substituted, at the address of the Lot of such Member, or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as may be designated by notice in writing to the Members pursuant to this Section.

Section 7.6 Amendment. Prior to the conveyance of the first Lot to an Owner, Developer may unilaterally amend these By-Laws. After such conveyance, Developer may unilaterally amend these By-Laws at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rules, or regulations, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots and the Dwellings; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots and the Dwellings; or (d) is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing.

Thereafter and otherwise, these By-Laws may be amended upon the affirmative vote or written consent of Members representing fifty-five percent (55%) of the total votes in the Association; provided, however, that there shall be no amendment, alteration, change or repeal of these By-Laws during the Class B Control Period without the consent and approval of Developer. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken in that clause.

Adopted this _____ day of _____, 2004.

Shirley P. White, Secretary

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OK

CAROLYN GRASS 40P
HANCOCK COUNTY RECORDER

CJG Date 12/10/2004 Time 09:02:09

FEE: 88.00

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Page 1 of 40

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

FOR

SAWMILL

A Subdivision located in Hancock County, Indiana

ref# 040008055

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SAWMILL**

This Declaration of Covenants, Conditions and Restrictions of Sawmill ("Declaration") is made on the 7th day of December, 2004, by Triton Development, LLC, an Indiana limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate, located in Hancock County, Indiana, which is more particularly described in Exhibit "A" (hereafter "Real Estate") attached hereto and by this reference, made a part hereof, upon which Declarant intends to develop a residential subdivision.

WHEREAS, Declarant may from time to time desire to add additional real estate to the Real Estate including the real estate described in the attached Exhibit "B", which is incorporated herein by reference, and any real estate adjacent thereto or to the Real Estate that is subsequently acquired by Declarant ("Additional Real Estate");

WHEREAS, Declarant desires to subdivide and develop the Real Estate and may in the future desire to subdivide and develop Additional Real Estate as may be made subject to the terms of this Declaration, as hereinafter provided;

WHEREAS, the term "Property" shall hereafter mean and refer to the Real Estate together with such portions of the Additional Real Estate as have from time to time been subjected to and at anytime subject to this Declaration.

NOW, THEREFORE, the Declarant hereby declares that all of the Lots (as defined in Article II below) in the Property, as they are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved, are subject to the following restrictions, all of which are declared to be in furtherance of a plan of the improvement and sale of the Property and each Lot situated therein, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and each of the Lots situated therein. The restrictions shall run with the Property and shall be binding upon the Declarant, its successors and assigns, and upon the parties having or acquiring any interest in the Property or any part or parts thereof subject to these restrictions. The restrictions shall inure to the benefit of the Declarant and its respective successors entitled to the Property or any part or parts thereof.

As of the date of execution hereof, the Property consists solely of the Real Estate. The Owner of any Lots subject to these restrictions, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent

Owner of such Lot or (ii) the active occupancy of any Lot, shall accept such deed, execute such contract and/or actively occupy such Lot subject to each restriction and agreement herein contained. By acceptance of such deed, execution of such contract, and/or actively occupying such Lot, each Owner acknowledges the rights and powers of Declarant and of the Association with respect to these restrictions and also for itself, its heirs, personal representatives, successors, and assigns covenants and agrees to keep, observe and comply with the terms and conditions hereof.

Declarant shall have the right, at any time, and from time to time, prior to the expiration of the Development Period, to add to the Property and subject any Additional Real Estate to this Declaration. Any Additional Real Estate shall be added to the Property, and therefore and thereby become a part of the Property and subject in all respects to this Declaration and all rights, obligations, and privileges herein, when Declarant places of record with the County in which the Property is located, an instrument so declaring the same to be part of the Property (hereafter "Supplementary Declaration"). The Supplementary Declaration may be as part of a subdivision plat for any Additional Real Estate, or by an amendment or supplement to this Declaration. The Supplementary Declaration shall include any maintenance obligations and assessments, as may be necessary to reflect the different character, if any, of the Additional Real Estate. The Supplementary Declaration may expressly modify the terms and conditions of this Declaration as they apply to such Additional Real Estate. However, except for such express modifications, upon the recordation of the Supplementary Declaration, the Additional Real Estate described therein shall be subject to the terms and provisions of this Declaration as though included originally in the Declaration

Upon recording of any such instrument on or before the expiration of the Development Period, the real estate described therein shall thereafter be deemed a part of the Property and the Owners of any Lots within such real estate shall be deemed to have and be subject to all of the rights, duties, privileges, and obligations of Owners of Lots within the Property. No single exercise of Declarant's right and option to add and expand the Property as to any Additional Real Estate, shall preclude Declarant from thereafter from time to time further expanding and adding to the Property to include other Additional Real Estate, and such right and option of expansion may be exercised by Declarant from time to time as to any Additional Real Estate so long as such expansion is accomplished on or before the expiration of the Development Period. Such expansion of the Property is entirely at the discretion of the Declarant and nothing contained in this Declaration or otherwise shall require Declarant to expand the Property beyond the Real Estate, or to any Additional Real Estate, which Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration.

ARTICLE I

Name

The subdivision of the Property created by this Declaration shall be known and designed as Sawmill (hereinafter "Subdivision").

ARTICLE II

Definitions

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

Section 2.1 "Articles" means the Articles of Incorporation of the Association (as hereinafter defined) filed, or to be filed, with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 2.2 "Association" means the SAWMILL HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, its successors and assigns.

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

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

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

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

Section 2.7 "Community Network" shall mean a system of communication and internet connectivity which may include some or all of the Provider Services (as hereinafter defined), and which is achieved through the Technology Infrastructure (as hereinafter defined).

Section 2.8 "Declarant" means TRITON DEVELOPMENT, LLC, an Indiana limited liability company and its successors and assigns.

Section 2.9 "Development Period" means the period of time commencing with Declarant's acquisition of the Property and ending when Declarant has completed the development and sale of, and no longer owns, any Lot (as hereinafter defined) or any other portion of the Property. The

Development Period shall recommence each time the Declarant acquires any part (or all) of the Additional Real Estate.

Section 2.10 "Dwelling Unit" means any single-family residence situated upon a Lot (as hereafter defined).

Section 2.11 "Lake Area(s)" means any Common Area on which a lake now exists or is later constructed by Declarant and "Lake" means a body of water, which now exists or is later constructed by Declarant in a Lake Area.

Section 2.12 "Lot" or "Lots" means, as the context requires, any parcel or parcels of land designated as such upon the Plat (as hereinafter defined) or, after construction, that parcel of land upon which there is constructed a Dwelling Unit that is conveyed to an Owner (as hereinafter defined) by the Declarant. Subject to any necessary approval of the appropriate governmental authority, a "Lot" may contain portions of real estate greater or less than its originally platted dimensions should the Declarant deem it advisable in order to accommodate the construction of a Dwelling Unit.

Section 2.13 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but otherwise excluding those having such interest merely as security for the performance of an obligation. Unless specifically indicated to the contrary, the term "Owner" shall include the Declarant.

Section 2.14 "Park" shall mean any portion of the Real Estate or Additional Real Estate, which the Declarant, in the Declarant's sole and absolute discretion designates on a Plat as a "Reservation" to be dedicated or donated to any local governmental entity as a public park for public use or for other purposes.

Section 2.15 "Plat" means the subdivision plats of the Property, which are recorded with the Recorder of the county in which the Property is located, as the same may be hereafter amended or supplemented pursuant to this Declaration.

Section 2.16 "Provider" shall mean and refer to the entity or entities, which provides Provider Services (as hereinafter defined).

Section 2.17 "Provider Services" shall mean, without limitation, television, cable, computer connection and/or internet connection by line, wire, cable, fiber optic, main, duct, pipe conduit, pole, antenna, microwave, satellite dish, or wire or wireless technology.

Section 2.18 "Technology Infrastructure" shall mean and refer to technological devices, hardware, co-axial or other cable, optic fibers, software, lines, wires, mains, ducts, pipe conduits poles, antennas, microwaves, satellite dishes and or other wired connections and wireless connections.

ARTICLE III

Property Rights, Easements and Encroachments

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

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

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

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

(d) The rights of Declarant as provided in this Declaration, as the same may be amended from time to time;

(e) The right of the Association to mortgage any or all of the common Area owned by the Association, upon the approval of two-thirds (2/3) of the membership of each class of members of the Association;

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

(g) The right of the Association to dedicate or transfer all or any part of the Common Area owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members or otherwise allowed pursuant to this Declaration, as amended. No such dedication or transfer, except as allowed pursuant to this Declaration, shall be effective unless there is recorded an instrument agreeing to such dedication or transfer signed by seventy five percent (75%) of the membership of each class of members of the Association;

(h) If ingress or egress to any Lot is through the Common Area, any conveyance or encumbrance of such Common Area is subject to such Lot Owner's easement for ingress and egress;

(i) The right of the Declarant to erect any signs (i) advertising the sale of the Property or any Lot and/or (ii) identifying the Subdivision;

(j) The right of the Declarant to install, or cause to be installed, Technology Infrastructure in Common Areas; and

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

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

Section 3.3 Certain Obligation and Access Rights to the Common Area.

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

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

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

(a) Declarant hereby reserves unto itself and unto any public or private utility, a general easement ("General Drainage, Utility, and Sewer Easement") for drainage, utility and sewer purposes in, on and over all of the Common Area and any Lot, so as to permit Declarant to properly install and allow to be maintained all electrical, telephone, water, gas and sanitary and storm sewer, to serve any Dwelling Unit constructed on the Property; provided, however, that only those Providers which receive the Declarant's explicit written permission shall be permitted within the General Drainage, Utility, and Sewer Easement. This general Drainage, Utility, and Sewer Easement shall include all areas of the Property outside any Dwelling Units, with the exception of any areas covered by chimneys, or patios. Improvements or permanent structures installed within the Common Area are subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of the Declarant and any public or private utility to construct, maintain, repair or remove any necessary facilities. By virtue hereof, Declarant reserves the right to install a lake(s) or pond(s) on any Common Area. The rights hereunder and easements hereby reserved survive the conveyance, by the Declarant to the Association, of any Common Area. This easement shall be in addition to any easement defined upon a Plat as a drainage, sewer, utility, cable, landscape, sign, transmission, flowage or similar type easement.

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

(c) Declarant reserves unto itself during the Development Period, and thereafter unto the Association, an undefined sign and facilities easement ("Sign and Facilities Easement") to install, erect, construct and maintain an entryway sign or signs, directional signs, advertising signs advertising the Property or the Lots therein, lighting, walkways, pathways, fences, walls and any other landscaping, architectural and recreational features or facilities considered necessary, appropriate, useful or convenient, anywhere upon the Property (except upon any Lot after the first conveyance thereof). Any such signs shall comply with any applicable zoning

requirements and all such facilities shall be maintained by the Association as a part of its common Area maintenance obligations.

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

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

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

(iii) Describe more specifically or to change the description of any drainage, Flowage, Utility, Sewer, Lake, Sign and Facilities Easement or any other easement, license or right-of-way now or hereafter existing on the Property, by written instrument, amended plat or amendment to the Plat recorded in the Office of the Recorder of the County in which the Property is located.

(e) During the period that Declarant owns any Lot or holds the unexpired option to submit Additional Real Estate to the Subdivision, Declarant shall have an easement for access to Common Areas for the purpose of constructing structures and other improvements in and to the Lots and Additional Real Estate and for installing, maintaining, repairing, and replacing such other improvements to the Property (including any portions of the Common Areas) as are contemplated by this Declaration or as Declarant desires, in its sole discretion, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing. In addition to the other rights and easements set forth herein and regardless of whether Declarant at that time retains ownership of a Lot or has the right to submit Additional Real Estate to the Subdivision, Declarant shall have an alienable, transferable, and perpetual right and easement to have access, ingress and egress to the Common Areas and improvements thereon for such purposes as Declarant deems appropriate, provided that Declarant shall not exercise such right so as to unreasonably interfere with the rights of owners in the Subdivision.

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

Section 3.5 Declarant's General Network Easement. The Declarant hereby forever reserves, retains, and is granted an exclusive perpetual easement (the "General Network Easement")

over, above, across, under, upon, along, and through the Property and all Lots, Common Areas, and streets located therein (i) for the purpose of owning, installing, maintaining, repairing, replacing, relocating, removing, improving, expanding and otherwise servicing the Community Network and Technology Infrastructure, and any other equipment, facilities, and installations of any type bringing Provider Services to any Lot, Dwelling Unit, and/or any improvements on the Common Area. This General Network Easement may be conveyed, assigned, and transferred by the Declarant, in the Declarant's sole discretion, without notice or consent of the Association, the Owners, or any other person. The General Network Easement is for the exclusive benefit of the Declarant, and its successors, designees and assigns, and is an appurtenant easement, which runs with the Property and all Lots, Common areas, and streets therein. Only those Providers which receive the Declarant's explicit written permission shall be permitted within the General Network Easement. The Declarant's right under this Section 3.5 shall survive beyond the Development Period and exist in perpetuity

Section 3.6 Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars and ambulances and emergency personnel, public and private, over and upon the Common Area.

Section 3.7 Fee Title to Lot. The fee title to any Lot described as bounded by any street, lane, walkway, park, pond, lake, or any other common property which has not been dedicated or accepted by the public and the fee title to any Lot shown on any Plat as abutting upon any such common property shall not extend upon such common property and the fee title to such common property is reserved to the Declarant to be conveyed to the Association for the common enjoyment of all residents in the Subdivision.

Section 3.8 Designated Drainage, Utility, and Sewer Easements. There are strips of ground designated on the Plat as drainage easements, utility easements, and/or sanitary or storm sewer easements, or any combination thereof (hereafter collectively "D&UE Easements"), which are hereby reserved for the non-exclusive use for such purposes by the appropriate governmental entities, public utilities, private utilities and Provider(s) for the installation and maintenance of swales, ditches, mains, ducts, poles, lines, wires, pipes, drains, sanitary sewers, manholes, detention and retention areas or other drainage facilities, the Community Network and Technology Infrastructure and for ingress and egress to accomplish such maintenance and installation; provided, however, that the only Providers which receive the Declarant's explicit written permission shall be permitted to be within the D&UE Easement. No permanent structure of any kind, including fences, patios, decks, driveways, walkways, landscaping, and trees, shall be built, erected or maintained on or within any such drainage easements, utility easements, and/or sanitary or storm sewer easements, except by the Declarant or its assigns. Purchasers of Lots in this Subdivision shall take title subject to all such easements hereby created and subject at all times to (i) the rights of proper authorities to service and maintain all such drainage, utility and sanitary or storm sewer facilities and easements and (ii) the rights of such governmental entities, public utilities, and private utilities of ingress and egress to access all said easements. All proper governmental agencies or departments and public and private utilities are hereby given the right to obtain access to all such easement areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights. The drainage easements hereby created are reserved (i) for the use of Declarant during the Development Period, for access to and installation, repair or removal of a drainage

system, either by surface drainage or appropriate underground installations for the Property and adjoining properties and (ii) for the non-exclusive use of the Association, the Hancock County Drainage Board or any other applicable governmental authority for access to and maintenance, repair and replacement of such drainage system. It shall be the responsibility of the Association and the Owners of the areas enclosed within drainage easements to maintain any drainage areas in such condition that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the Owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper governmental agency or department of any private or public utility. It shall be the responsibility of the Association and the Owner of any Lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for the applicable Plat by the appropriate governmental agency or department and the requirements of all drainage permits for such Plat issued by those agencies. Failure to so comply shall operate as a waiver and release of the Declarant, the developer, or their engineers and agents from all liability as to damage caused by storm waters or storm drainage.

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

Section 3.9 Designated Easements for Landscaping, Mounding, Screening and Signage. Within any strips of ground shown or designated on a Plat as a landscape easement, landscape maintenance easement, landscape maintenance access easement, or by any similar language indicating a landscaping purpose, Declarant hereby reserves unto itself during the Development Period and thereafter unto the Association, the exclusive and sole right to (i) erect signs which advertise the Property or availability of Lots, and/or identify the Subdivision and (ii) install landscaping, mounding, walls, and screening. Notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, signs, fences or other improvements shall be erected or maintained in the area of such easements, except by the Declarant during the Development Period and thereafter by the Association. Furthermore, notwithstanding anything in this Declaration to the contrary, no planting shall be done, and no hedges, walls, fences, structures, signs, or other improvements shall be erected between (i) the area of any such easements and (ii) any perimeter roadway, public highway or right-of-way along the perimeter or boundary of the Property, except by the Declarant.

Section 3.10 Designated Network Easement. Any strips of ground identified on a Plat as a Network Easement are hereby forever exclusively for the Declarant, and the Declarant's successors, designees and assigns, for the purpose of installing, maintaining, repairing, replacing, improving, relocating, expanding, removing or otherwise servicing the Technology Infrastructure and Community Network, and any other equipment, facilities, and installations of any type bringing Provider Services to any Lot, Dwelling Unit, and/or any improvements on the Common Areas. Notwithstanding anything in the Declaration to the contrary, no planting, hedges, walls, structures,

signs, fences, or any other improvements shall be constructed, placed, or erected within such Designated Network Easement. Only those providers which receive the Declarant's explicit written permission shall be permitted within the Designated Network Easement. The Declarant's rights under this Section 3.10 shall survive beyond the Development Period and exist in perpetuity, and may be conveyed, assigned, or transferred by the Declarant, in the Declarant's sole discretion, without notice to or consent of the Association, Owners, or any other person.

Section 3.11 Street Dedication. All streets now or hereafter located upon the Property are hereby dedicated to the public.

Section 3.12 Easement Work. Notwithstanding any architectural approval under Section 6.2 below, during the course of any maintenance, service, repair or work upon any easement, the Declarant, the Association, any private utility, any public utility, and/or any governmental entity shall have the right and the authority, without any obligation or liability whatsoever, to any owner, to remove, damage, or destroy any fence or other structure or landscaping built, erected, maintained or planted in any easement described in Section 3.8 and Section 3.9 above.

Section 3.13 No Access. There may be strips of ground designated on the Plat as "no access strips", "no access", "no access easement", "no access esmt", or by other similar language. Vehicular ingress, egress, and traveling and/or the construction of improvements for such ingress and egress and/or traveling, is prohibited on, over, or across any such strips or areas.

Section 3.14 Reservation of Right to Grant Easement. The Declarant hereby reserves the right, in its discretion, to (i) grant easements upon, under, over and across the Property for the benefit of land which is adjacent to the Property and/or (ii) to obtain, for the benefit of the Property, easements, upon, under, over and across the real estate which is adjacent to the Property.

Section 3.15 Park. A Park shall be neither Common Area, nor part of the Property but, instead, in Declarant's sole and absolute discretion, may be donated or dedicated to the City of Greenfield, Indiana or its designee (i) as a public park for public use or (ii) for other purposes.

*2.10 to the ground
planned only*

ARTICLE IV

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

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

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

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as members holding an interest in such Lot determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned. For purposes of this calculation, it shall be assumed that Declarant owns all Lots, which number shall be reduced as Lots are conveyed by the Declarant to an Owner. The Class B Membership shall cease and be converted to a Class A Membership on the happening of either of the following events, whichever occurs earlier:

(i) December 31, 2014; or

(ii) When the total number of votes outstanding in the Class A Membership is equal to the total number of votes outstanding in the Class B Membership; provided, however, that the Class B Membership shall recommence in the event that the Declarant subsequently records a plat of part of or all of the Property and, by virtue thereof, the total number of votes outstanding in the Class A Membership is no longer equal to or greater than the total number of votes outstanding in the Class B Membership.

Section 4.3 Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's Articles and By-Laws. The Board of Directors shall manage the affairs of the Association. Directors need not be members of the Association.

Section 4.4 Professional Management. Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have the exclusive right to manage or designate a Managing Agent for the Property and to perform all or any of the functions of the Association until the expiration of the Development Period. Declarant may, at its option, engage the services of a Managing Agent, including a Managing Agent affiliated with Declarant, to perform such functions, and, in either case, Declarant or such Managing Agent shall be entitled to reasonable compensation for its services. No contract or agreement for professional management of the Association, nor any other contract between Declarant and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without payment of any termination fee upon written notice of ninety (90) days or less.

Section 4.5 Suspension of Voting Rights. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of thirty (30) days, or shall be in default in the performance of any of the terms of this Declaration for a period of thirty (30) days, such Owner's right to vote as a member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

ARTICLE V

Covenant for Maintenance Assessments

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore (except Declarant, as more specifically provided in Section 5.6 below), whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Regular Yearly Assessments (for maintenance, repairs and ordinary operating expenses, including Common Expenses); and
- (b) Special Assessments for capital improvements and operating deficits and for special maintenance or repairs as provided in this Declaration.

Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with prejudgment interest at eight percent (8%) per annum, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in the title unless expressly assumed by them.

Section 5.2 Purposes of Regular Yearly Assessments. The Regular Yearly Assessments levied by the Association shall be used exclusively, in the reasonable discretion of the Board of Directors of the Association, for the promotion of the recreation, health, safety and welfare of the residents in the Property, for the improvement, maintenance and repair of the Common Area, for the performance of the obligations and duties of the Association and for other purposes only as specifically provided herein. As and if necessary, a portion of the Regular Yearly Assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of the Common Area, and other capital improvements which the Association is required to maintain.

Section 5.3 Maximum Regular Yearly Assessments.

- (a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Regular Yearly Assessment on any Lot shall be One Hundred Seventy Five and 00/100 Dollars (\$175.00) per Lot per year.
- (b) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year not more than twenty percent (20%) above the maximum Regular Yearly Assessment for the previous year, without a vote of the membership; provided, however, the maximum Regular Yearly

Assessment shall automatically increase to Two Hundred Seventy Five and 00/100 Dollars (\$275.00) per Lot per year upon the opening of the Association swimming pool.

(c) From and after January 1 of such year, the maximum Regular Yearly Assessment may be increased each calendar year by more than twenty percent (20%) above the maximum Regularly Yearly Assessment for the previous year, by a vote of two-thirds (2/3) of the votes entitled to be cast by members who cast votes in person or by proxy at a meeting duly called for this purpose.

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

Section 5.4 Special Assessments for Capital Improvements and Operating Deficits. In addition to the Regular Yearly Assessments authorized above, the Association may levy a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain, or to recover any operating deficits which the Association may from time to time incur, provided that any such assessment shall have the approval of two-thirds (2/3) of the votes entitled to be cast by those members who cast votes in person or by proxy at a meeting duly called for this purpose.

Section 5.5 Quorum. Written notice of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total number of votes entitled to be cast (Class A and Class B votes combined) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.6 Uniform Rate of Assessment. Regular Yearly Assessments and Special Assessments for capital improvements and to recover operating deficits must be fixed as a uniform rate for all Lots. Declarant and any individual or entity purchasing a Lot or Lots solely for the purposes of construction of a for-sale Dwelling Unit thereon (a "Builder") shall not be obligated to pay any Regular Yearly Assessments and Special Assessments. Declarant hereby covenants and agrees to pay the Association during the Development Period an amount equal to the difference, if any, between the normal and legitimate expenses of the Association, pursuant to this Declaration, and the aggregate amount of the Regular Yearly Assessments and Special Assessments collected by the Association.

Section 5.7 Date of Commencement of Yearly Assessments: Due Dates. The Regular Yearly Assessment provided for herein shall commence as to each Lot within a recorded Plat on the first day of the first month following the conveyance of such Lot by the Declarant to an Owner

(other than Builder), or by Builder to an Owner who is an end-user. The Board of Directors shall fix any increase in the amount of the yearly assessments at least thirty (30) days in advance of the effective date of such increase. Written notice of any increase in the Regular Yearly Assessment, and written notice of any Special Assessment and such other assessment notices as the Board of Directors shall deem appropriate, shall be sent to every Owner subject thereto. The due dates for all assessments, and the assessment and collection periods (i.e., annual, monthly, lump-sum or otherwise) for any Special Assessments, shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

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

Section 5.9 Subordination of the Lien to Mortgages: Sale or Transfer. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer. No sale or transfer of any Lot (whether voluntary or pursuant to foreclosure or otherwise) shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; and, except as hereinabove provided, the sale or transfer of any Lot shall not affect the lien of assessments becoming due prior to the date of such sale or transfer except to the extent that a purchaser may be protected against the lien for prior assessments by a binding certificate from the Association, issued pursuant to this Declaration, as to whether or not such assessments have been paid.

ARTICLE VI

Use Restrictions, and Architectural Control

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

Section 6.2 Architectural Control. No building, outbuilding, mailbox, fence, satellite dish, wall or other structure, except original construction of Dwelling Units by or on behalf of the Declarant, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein, other than by the Declarant, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant, until the end of the Development Period, and thereafter by the Board of Directors of the Association. After the Development Period, the Board of Directors may appoint three (3) or more representatives to an Architectural Committee. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change thereto and shall require the approval therefore as above provided. However, there shall be no such approval of the planting of hedges, walls, fences, structures and/or other improvements prohibited under Section 3.8 and 3.9 above, and any such approval shall be null and void. In the event that written approval is not received as required hereunder within thirty (30) days after complete plans and specifications have been submitted, then the request for approval shall be deemed denied.

Declarant intends that the members of the Architectural Committee exercise discretion in the performance of their duties consistent with the provisions hereof, and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members. In any judicial proceeding challenging a determination by the Architectural Committee and in any action initiated to enforce this Declaration in which an abuse of discretion by the Architectural Committee is raised as defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Architectural Committee, could only conclude that such determination constituted an abuse of discretion.

The Architectural Committee may inspect work being performed without the Owner's permission to assure compliance with these restrictions and applicable regulations.

Neither the Architectural Committee nor any agent thereof, nor the Declarant, or Association shall be liable in any way for costs, fees, damages, delays or any charges or liability whatsoever relating to the approval or disapproval of any plans submitted to it, nor shall the Architectural Committee, Association or Declarant be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto. Further the Architectural Committee, Association and/or Declarant make no representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used. All parties should seek professional construction advice, engineering, and inspections on each lot prior to proposing construction.

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

Section 6.4 Animals. No animals shall be kept or maintained on any lot except domestic, household pets traditionally kept in individual residences throughout the State of Indiana. All such pets shall be kept reasonably confined so as not to become a nuisance. Excessive barking of dogs or vicious animals shall constitute a nuisance and may be ordered by the Association to be removed from the Property.

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

Section 6.6 Setback Lines. Front Building lines are hereby established as shown on the Plat. Between such Front Building lines and the right-of-way lines there shall be erected, placed or altered no structure or part thereof. The building lines which are from public right-of-way lines are parallel to and measured perpendicularly from these public right-of-way lines.

Section 6.7 Side Setbacks. The minimum side yard and minimum rear yard requirements shall be those established by the applicable zoning and subdivision control ordinances, subject to variances granted to Declarant by applicable zoning authorities.

Section 6.8 Temporary Structures and Outbuildings. No tent, shack, basement (other than as part of a Dwelling Unit constructed on a Lot), detached garage or barn shall be erected, placed, or constructed upon any Lot. No mini storage barn or other out-building shall be erected, placed, or constructed upon any Lot without the prior approval of the Architectural Committee. All mini storage barns or other out-buildings must be architecturally harmonious with the color, style, size and location of the Dwelling Unit. The exterior color of all mini storage barns or other out-buildings must match the exterior color of the Dwelling Unit and the color of the shingles shall match the shingles of the Dwelling Unit. The mini storage barns or other out-buildings shall have a maximum height of ten feet (10') and a maximum building size of one hundred twenty (120) square feet.

Section 6.9 Motor Vehicle Repairs. The repair of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any Lot unless entirely within a garage permitted to be constructed per the terms of the Declaration.

Section 6.10 Nuisances. No noxious or offensive activities shall be carried on or be permitted to exist on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance. Any structure or building permitted to be constructed on a Lot by this Declaration, which may be all or in part destroyed by fire, wind, storm or any other reason, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any Lot. Nothing which could cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Subdivision or which result in a cancellation of any insurance for any portion of the Subdivision, or which would be in violation of any law or governmental code or regulation shall be permitted in the Subdivision. Without limiting the generality of the foregoing provisions, no horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed within the Subdivision. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Subdivision shall be liable to the Association for the actual costs of removal thereof or the sum of \$150.00, whichever is greater, and such sum shall be added to and become a part of that portion of any assessment next becoming due to which such Owner and his Lot are subject.

Section 6.11 Permitted Uses. No use shall be made of any Lot except as permitted by the applicable zoning and subdivision control ordinances under which this Property is developed.

Section 6.12 Drains and Vents. No house footing drain or roof water drain shall be discharged into the sanitary sewers. No equipment vents shall be allowed on the front of any Dwelling Unit.

Section 6.13 Residential Use. Lots may be used only for residential purposes and only for one single-family dwelling, a private garage, and other such accessory buildings as are usual and incidental to the use of residential lots and not otherwise prohibited hereunder. All Lots in this Subdivision shall be designated as residential Lots, and no home shall exceed two and one half (2-1/2) stories or thirty-five (35) feet in height. All homes must have a minimum of a two (2) car garage.

Section 6.14 Size. Subject to any further restrictions imposed by any recorded commitment, every single-family dwelling erected, placed, altered or maintained on any Lot shall have a minimum living area, exclusive of open porches, unfinished basements and attached garages, of not less than what is required by the applicable zoning and subdivision control ordinances.

Section 6.15 Unsightly Growth. In order to maintain the standards of the Property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Property, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Failure to comply shall warrant the Declarant or the Association to cut weeds or clear the refuse from the Property at the expense of the Owner, and there shall be a lien against said

Property for the expense thereof, which lien shall be due and payable immediately. If such lien is not promptly paid, the Association or the Declarant may file suit and recover such amount together with reasonable attorneys fees and costs of collection.

Section 6.16 Site Visibility. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) feet and nine (9) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a round property corner from the intersection of the street lines extended. The same sightline limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front setback line and the street curb.

Section 6.17 Semi-Tractor Trucks, Trailers, Etc. No semi-tractor trucks, semi-trucks, semi-tractor, trailers boats, campers, mobile homes, disabled vehicles, and/or trailer shall be permitted to park on the Property or a Lot unless fully enclosed in a garage, or unless the same is necessary and incident to the Declarant's, Builders' or Association's business on the Property.

Section 6.18 Sign Limitations. No sign of any kind, other than those installed by Declarant, the Association, or a Builder, may be displayed to public view on any Lot, except that one sign with an area of not more than six (6) feet may be displayed with the purpose of advertising the Lot for sale.

Section 6.19 Lakes, Lake Area(s). Except as otherwise provided, no individual using a Lake, if any, has the right to cross another Lot or trespass upon shoreline not within a Common Area owned by the Association, subject to the rights of the Declarant, the Association, their employees, heirs, successors and assigns as set forth in this Declaration. No one shall do or permit any action or activity which could result in pollution of any Lake, diversion of water, elevation of any Lake level, earth disturbance resulting in silting or any other conduct which could result in an adverse effect upon water quality, drainage or proper Lake management except as provided in the Declaration. A Lake may not be used for swimming, ice skating, boating, or for any other purpose, except for drainage of the Property, unless expressly and specifically approved by the Board of Directors in writing and allowed by law. Lakes and Lake Area may or may not exist on the Property, and the reference throughout this Declaration to Lakes and Lake Areas is made in order to address Lakes and Lake Areas, if any, which now exist or are later constructed upon the Property. The installation on the Property of any Lake or Lake Area shall be within the sole discretion of the Declarant, and under no circumstances shall the Declarant be required or obligated to install any Lake or Lake Area. Only the Declarant and the Association shall have the right to store items or develop recreational facilities upon any Common Area owned by the Association adjacent to a Lake.

Section 6.20 Rules and Regulations. The Board of Directors from time to time may promulgate further rules and regulations concerning the use of Lots and the Common Area owned by the Association. A majority of those Owners voting at a meeting called for the purpose may

rescind or modify any rule or regulation adopted by the Board of Directors. Copies of all rules and regulations shall be furnished by the Board to all Owners at the Owner's last known address, prior to the time when the same shall become effective. The Association shall have current copies of the Declaration, Articles and By-Laws, and other rules concerning the Property as well as its own books, records and financial statements available for inspection by Dwelling Unit Owners or by holders, insurers and guarantors of first mortgages, that are secured by Dwelling Units in the Property. These documents shall be available during normal business hours or under other reasonable circumstances.

Section 6.21 Development and Sale Period. Nothing contained in this Article 6 shall be construed or interpreted to restrict the activities of Declarant or a Builder in connection with the development of the Property and sale of Lots. During the Development Period, Declarant or a Builder shall be entitled to engage in such activities and to construct, install, erect and maintain such facilities, upon any portion of the Property at any time owned or leased by Declarant or a Builder, as in the sole opinion of Declarant or a Builder may be reasonably required, or convenient or incidental to, the development of the Property and sale of the lots; such facilities may include, without limitation, storage areas, signs, parking areas, model residence, construction offices, sales offices and business offices.

Section 6.22 Outside Use of Lots. No fences, hedges, walls or other improvements shall be erected or maintained upon the Property except such as installed in accordance with the initial construction of the buildings located thereon or as approved by the Architectural Committee. Above ground swimming pools are prohibited on the Property. In ground swimming pools must have a five foot (5') fence that encloses the backyard. All playground equipment must be approved by the Architectural Committee and shall be constructed of wood. Trampolines will not be approved, unless enclosed by a privacy fence. Portable basketball goals do not require approval, but must be stored when not in use. Any basketball goals (permanent or portable) must not obstruct the right-of-way or sidewalks.

Section 6.23 Mailboxes. All mailbox posts installed upon a Lot shall contain no more than two mailboxes (2) per post and all mailboxes and posts shall be uniform and of a type, color and manufacture approved by the Declarant during the Development Period and, thereafter, by the Board of Directors of the Association.

Section 6.24 Yard Lights. Declarant shall during the Development Period and, thereafter, the Board of Directors of the Association shall, determine the uniform location of yard lights or coach lights. The yard light or coach light thereafter shall be maintained in proper working order by the Owner of each Lot.

Section 6.25 Notice of Zoning Commitments. Notice is hereby given that certain written commitments were made in connection with the zoning of all or part of the Property (hereafter "Commitments"). The Commitments pertain, without limitation, to common areas, tree preservation areas, mounding, buffers, architectural commitments and landscape buffers. Unless and until such Commitments are vacated or release per their terms, the Association shall comply with the terms and conditions thereof. The Property shall be subject to the Commitments and all covenants, conditions, easements, restrictions and limitations of record, and to all governmental

zoning authority and regulations affecting the Property, all of which are incorporated herein by reference.

Section 6.26 Occupations. No Lot or Dwelling Unit located thereon shall be used for any purpose other than as a single family residence, except a home occupation which is both permitted under the applicable zoning ordinance and which also complies with the following guidelines.

(a) Any home occupation must be conducted entirely within the residence and conducted solely by a member of the immediate family residing in said Dwelling Unit;

(b) Any home occupation must be clearly incidental and secondary to the use of the Dwelling Unit for residential purposes;

(c) There can be no sign or display that will indicate from the exterior of the Dwelling Unit that the Dwelling Unit is being used, in whole or in part, for any purpose other than that of a residential dwelling;

(d) No commodity can be sold from the Lot or Dwelling Unit located thereon;

(e) No person can be employed other than a member of the immediate family residing in the Dwelling Unit;

(f) No manufacturer or assembly operations can be conducted; and

(g) Customers cannot enter upon the Lot or Dwelling Unit for the purpose of conducting business.

In no event shall the following similar activities be conducted; child care, barber shop, styling salon, animal hospital, kennel, any form of animal care or treatment such as dog training, or any similar activities.

Section 6.27 Fences. The Architectural Committee, prior to any installation, must approve any fencing and landscaping screening. It is the goal to keep all fencing or screening harmonious with the architectural character of the Subdivision. No fence or screen will be approved which obstructs necessary sight lines for vehicular traffic. Undue obstruction of views from adjoining properties and amenity areas will be taken into consideration by the Architectural Committee when reviewing fences for approval. No front yard fencing is permitted, except on a Lot on which there is maintained a sales office or model home by Declarant or Builder. If approved by the Architectural Committee, fences may be privately installed but must be constructed to professional levels of quality, design, material, composition, and color as determined by the Architectural Committee. Non-professionally installed fences may be inspected by the Architectural Committee after completion in order to ensure that the fence is of a professional quality, and final approval of such fences shall be deemed withheld until completion of this final review. All fences shall be kept in

good repair by the Owner. No fence shall be located any closer to the front line than the rear foundation line of the residence.

Fences are to be white PVC, vinyl coated chain link, wrought iron, cedar or treated pine; galvanized fencing and stockade fencing will not be permitted. Further, cedar or treated pine fences are to be dog-eared (flattop fences are not allowed) shadow box style with 1" x 6" vertical boards, and are to remain unpainted. Cedar or treated pine fences shall be a maximum of six feet (6') in height and vinyl coated chain link fences and wrought iron fences shall be a maximum of four feet (4') in height. The Architectural Committee must approve all fencing materials, design, and location. The Architectural Committee will approval landscape screening materials, design, and location on an individual basis. Natural Stone and masonry walls shall only be constructed by the Declarant or the Builder of the Dwelling Unit at the time of construction of the Dwelling Unit and the Owners of the Lots shall not be allowed to construct any natural stone or masonry walls at any time.

The exact location, material, color and height of the fence and rendering or photograph thereof shall be submitted to the Architectural Committee for written approval at least thirty (30) days prior to proposed construction. If however, approval has not been received by applicant in writing within thirty (30) days after submitted, then said request shall be considered DENIED.

Section 6.28 Animal Kennels. Animal kennels or quarters which are not connected to a Dwelling Unit are prohibited. Animal quarters or kennels which are connected to the Dwelling Unit must be approved by the Architectural Committee.

Section 6.29 Driveways. All driveways shall be concrete. Any modifications (i.e. color changes, stamping) must be approved by the Architectural Committee.

ARTICLE VII

Maintenance, Repairs and Replacements

Section 7.1 By Owners. Except as specifically provided in this Declaration, each Owner shall furnish and be responsible for the maintenance of all portions of his Lot. All fixtures and equipment installed within or as part of the Dwelling Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Lot upon which said Dwelling Unit is located, shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his/her Lot and Dwelling Unit which, if neglected, might adversely affect any other Lot or Dwelling Unit or any part of the Common Area owned by the Association. Such maintenance and repairs include, but are not limited to, all exterior surface, siding, roof, gutters, internal water lines, plumbing, electric lines, gas lines, appliances, and all other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to his Dwelling Unit or Lot.

Section 7.2 Common Properties and Lawns by the Association.

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

(i) Maintenance of the Common Area. Maintenance of the Common Area shall include, but shall not be limited to, fertilizing, treating any Lakes, mowing and replanting when necessary of the grass and trees and maintenance of any other improvement within the Common Area;

(ii) Maintenance of the entry signs, permanent subdivision identification signs, and landscaping installed by the Declarant in any Common Area, or any Landscape Easement, Landscape Maintenance Easement, Landscape Maintenance Access Easement or similar easement;

(iii) The maintenance of any street lights which are installed by Declarant and which are not located upon any Lot; and

(iv) The maintenance of any brick surface installed by Declarant on any internal street or entryway

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

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

(c) The authorized representatives of the Association, the Board of Directors and the Managing Agent for the Association (if any) are hereby granted an easement for access upon and to any Lot as may be required in connection with maintenance only, repairs or replacements of or to the Common Area owned by the Association or any items deemed as Common Area for purposes of maintenance

only, including, but not limited to, access to any easements reserved by any Plat of any portion of the Property for such purposes.

ARTICLE VIII

Community Network

Section 8.1 Community Network. Declarant, in Declarant's sole and subjective discretion, may but shall not be obligated to install or cause to be installed within the Subdivision, the Community Network and Technology Infrastructure. Notwithstanding the conveyance by Declarant of any Lot or Common Area, the Technology Infrastructure, whether located upon, above, under, or within a Lot, Common Area, right of way, or easement shall forever remain the property of and be owned by the Declarant or the entity to which the Declarant assigns or conveys such ownership.

Section 8.2 Provider. In the event the Declarant installs or causes to be installed in the Subdivision, the Community Network and Technology Infrastructures, the Declarant shall have the sole and exclusive right to select the Provider(s) of the Provider Services. To the extent permitted by law, the Provider(s) selected by the Declarant shall be the sole and exclusive provider(s) of the Provider Services, so long as such services are generally available to the Owners for subscription. The Association may not contract with others to provide Provider Services within the Subdivision without the prior written consent of the Declarant, or Declarant's successors or assigns.

Section 8.3 Prohibition Against Further Permits, Licenses, and Easements. The Association and each Owner shall be prohibited from granting permits, licenses, and easements over any Lot, Common Area, or street within the Subdivision for any Technology Infrastructure or Provider Services, which will impair or limit the Declarant's General Network Easement or Designed Network Easement, absent the explicit written consent of the Declarant, which consent may be granted or withheld in Declarant's sole discretion.

Section 8.4 Community Advisory Board. In the event the Community Network is installed, the Community Advisory Board ("Advisory Board") will be established by the Declarant. The initial Advisory Board will consist of three (3) persons who shall be appointed and replaced by the Declarant during the Development Period. Following the end of the Development Period, the Advisory Board shall be comprised of three (3) Owners appointed by the Board of Directors. The Advisory Board shall act only in an advisory role, and shall consult with the Declarant regarding the Community Network, Provider Services and Technology Infrastructure.

Section 8.5 Declarant's Rights. The Declarant's rights under this Article VIII shall survive beyond the Development Period and exist in perpetuity.

ARTICLE IX

Insurance

Section 9.1 Liability Insurance. The Association shall purchase a master comprehensive general liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive general liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, all persons acting or who may come to act as agents, or employees of any of the foregoing with respect to the Association. It shall also cover all Common Area owned by the Association, public ways and any other areas under the Association's control or supervision. The premiums for all such liability policies shall be a Common Expense.

Section 9.2 Fidelity Bonds. The Association shall have blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The Association bonds shall name the Association as the obligee and the premium shall be paid as a Common Expense by the Association. Any management agent that handles funds for the Association shall be covered by its own fidelity bond, which must provide the same coverage required of the Association. The Association shall be named as an additional obligee in the management agent's bond. The fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. In addition, the fidelity bond coverage must at least equal one (1) years' assessments on all Dwelling Units in the Property, plus the Association's reserve funds. If available, the fidelity bonds must include a provision that calls for ten (10) days' written notice to the Association or insurance trustee before the bond can be cancelled or substantially modified for any reason.

Section 9.3 Miscellaneous Insurance Provisions. The Association shall obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and over cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of the Association, its Board of Directors and any managing agent acting on behalf of the Association. The premiums for all such insurance coverage shall be a Common Expense.

Section 9.4 Casualty and Restoration. Damage to or destruction of any Common Area actually owned by the Association due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose. The same obligation shall apply to an Owner, and not the Association, for damage or destruction to the Owner's Dwelling Unit. For purposes of this Section, repair, reconstruction and restoration shall mean construction or rebuilding of the damaged property to as near as possible the same condition as it existed immediately prior to the damage or destruction, with the same or a similar type of architecture.

Section 9.5 Insufficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the

cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area actually owned by the Association or any improvements damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a Special Assessment against all Lots for such deficiency.

Section 9.6 Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Property. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any right against any Owner for committing willful or malicious damage.

ARTICLE X

Mortgages

Section 10.1 Mortgagee Rights. In addition to any other rights provided elsewhere in this Declaration to mortgagees, any lender or lenders holding a first mortgage or first mortgages upon any Lot or Lots, jointly or singly, may pay any real estate taxes or other taxes or charges which are in default and which may or have become a charge or lien against any Common Area owned by the Association or any other property owned by the Association; and may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any policies for any such property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this Section shall be entitled to immediate reimbursement therefor from the Association along with any costs incurred, including reasonable attorneys' fees.

Section 10.2 Notice to Mortgagees. The Association, upon request, shall provide to any lender holding a first mortgage upon any Lot, a written certificate or notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-laws or any other applicable documents, which default has not been cured within sixty (60) days. A reasonable charge may be made by the Association for the issuance of any such certificate or notice, and any such certificate properly executed by an officer of the Association shall be binding upon the Association, as provided by this Declaration.

Section 10.3 Condemnation and Insurance Awards. No provisions of this Declaration, or any amendment thereto, shall give any Owner, or any other party, priority over any rights of the first mortgagee of a Lot pursuant to its mortgage in the same, of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area property.

Section 10.4 Right of First Refusal. The Association DOES NOT have the "right of first refusal" to purchase any Dwelling Unit. Any "right of first refusal" subsequently granted to the Association through amendment of the Declaration, Association Articles, Association

By-Laws or any other document governing the development and administration of the Lots must receive the prior written approval of the Federal Housing Administration or Secretary of the Department of Housing and Urban Development. Any "right of first refusal" subsequently added in the Declaration, Association Articles, Association By-Laws or any other document governing the development and administration of the Lots must not impair the rights of a first mortgagee to:

- (a) Foreclose or take title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgage;
- (b) Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
- (c) Sell or lease a unit acquired by the mortgagee.

Section 10.5 Unpaid Dues or Charges. Any first mortgagee who obtains title to a Dwelling Unit, and the Lot upon which the Dwelling Unit is situated, pursuant to the remedies in the mortgage or through foreclosure, will not be liable for the Dwelling Unit's unpaid dues or charges accrued before the acquisition of the title to the Dwelling Unit by the mortgagee.

ARTICLE XI

General Provisions

Section 11.1 Right of Enforcement. In event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the Association or any Owner and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 11.2 Severability and Waiver. The Declaration shall be enforceable to the fullest extent permitted at law or in equity. Invalidation of any one of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect. No delay or failure by any person to enforce any of the restrictions or to invoke any available remedy with respect to a violation or violations thereof shall under any circumstances be deemed or held to be a waiver by that person of the right to do so thereafter, or as estoppel of that person to assert any right available to him upon the occurrence, recurrence or continuation of any violation or violations of the restrictions.

Section 11.3 Assignment. Declarant may at any time assign some or all of its rights and obligations under this Declaration. Such assignment shall be effective after it is executed and recorded by Declarant with the Recorder of the County in which the Property is located.

After such assignment is recorded with the Recorder of the County in which the Property is located, Declarant shall have no further obligations or liabilities under the Declaration with respect to the rights or obligations assigned.

Section 11.4 Amendment. This Declaration and the covenants, conditions and restrictions set forth in this Declaration, as from time to time amended in the manner hereafter set forth, shall run with the land and shall be binding upon the persons owning any portion of the Property and all parties closing under them. This Declaration may be amended or modified at any time by an instrument recorded in the Office of the Recorder of the County in which the Property is located, approved and signed by at least seventy-five percent (75%) of the then Owners of Lots (including Declarant or Builder). Provided, however, that none of the easements, rights, or duties of Declarant reserved or, set out hereunder may be amended or changed without Declarant's prior written approval. Except as prohibited below, this Declaration may also be amended by Declarant, if it then has any ownership interest in the Property, at any time within four (4) years after the recordation hereof. Any amendment must be recorded. Neither the Association, the Owners or Declarant shall effect any of the following changes without the prior written approval of seventy five percent (75%) of the Owners of Lots (including Declarant or Builder):

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

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

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

Section 11.5 HUD Amendment Approval. All other provisions of the Declaration, Association Articles, Association By-Laws or any other document governing the development and administration of the Property notwithstanding, so long as there is a Class B membership, if required by applicable law, the Federal Housing Administration or Secretary of the Department of Housing and Urban Development shall have the right to review and approve amendments or changes to the Declaration and related documents relating to the following:

(a) Annexation of real estate other than the Additional Real Estate;

(b) Dedication or mortgaging of Common Area;

(c) Mergers and consolidation of any Property, Common Area or the Association; and

(d) Amendment of the Declaration of Covenants, Conditions and Restrictions.

Section 11.6 Assignment. Declarant may assign or otherwise transfer any and all of its rights as Declarant in whole or in part.

Section 11.7 Condemnation, Destruction or Liquidation. The Association shall be designated to represent the Owners in any proceedings, negotiations, settlements or agreements for the handling of any losses or proceeds from condemnation, destruction or liquidation of all or a part of the Common Area owned by the Association, or from the termination of the development. Each Dwelling Unit Owner, by his acceptance of a deed, appoints the Association as his attorney-in-fact for this purpose. Proceeds from the settlement will be payable to the Association for the benefit of the Dwelling Unit Owners and their mortgage holders. Any distribution of funds in connection with the termination of this development shall be made on a reasonable and an equitable basis.

Section 11.8 Annexation of Additional Real Estate. At any time prior to December 31, 2014, Declarant, without the consent of the Owners, may, but is not obligated to, develop the Additional Real Estate or any part thereof, in substantially the same manner as Sawmill and file one or more Supplementary Declarations and plats for such Additional Real Estate or part thereof as it desires and convey the Common Areas thereof to the Association; provided, however, that the maximum number of Dwelling Units which may be contained in the total development shall not be substantially more than the number of Dwelling Units per acre in Sawmill and such units shall be substantially consistent with the quality of construction of previous units.

Regardless of the method of development of the Additional Real Estate and whether or not all or any part of the Additional Real Estate comes within the jurisdiction of the Association or subject to the Declaration, Declarant reserves unto itself, its successors and assigns, for the use and benefit of that part of the Additional Real Estate not coming within the jurisdiction of the Association or subject to the Declaration, the right and easement to enter upon the streets of Sawmill to provide ingress and egress to the Additional Real Estate and to extend utilities to such Additional Real Estate.

Declarant hereby grants to the Owners in Sawmill the right and easement to enter upon any streets and roadways that may exist in the Additional Real Estate to provide ingress and egress to Sawmill as may be necessary.

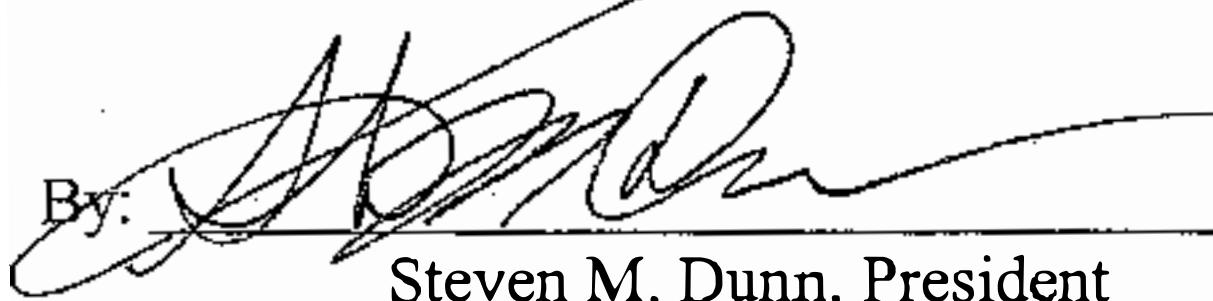
It is the purpose and intent of the easements herein granted and reserved to provide free and unrestricted use and access across the roadways and streets of the Real Estate and Additional Real Estate, no matter how developed, for the owners of the Real Estate and Additional Real Estate, their guests, invitees, and all public and quasi-public vehicles, including, but not limited to, police, fire and emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles.

The assessment which the Owner of each Lot in the Additional Real Estate or part thereof, if within the jurisdiction of the Association, shall be obligated to pay shall be equal to that paid by any Owner herein and shall commence on the date of conveyance of such Lot by Declarant. No assessment (Regular, Special or otherwise) on any Lot in the Additional Real Estate shall be due until such Lot has been conveyed by Declarant or the Dwelling Unit thereon is occupied for residential purposes.

IN WITNESS WHEREOF, TRITON DEVELOPMENT, LLC, has caused this Declaration to be executed as of the date first written above.

TRITON DEVELOPMENT, LLC,
an Indiana limited liability company

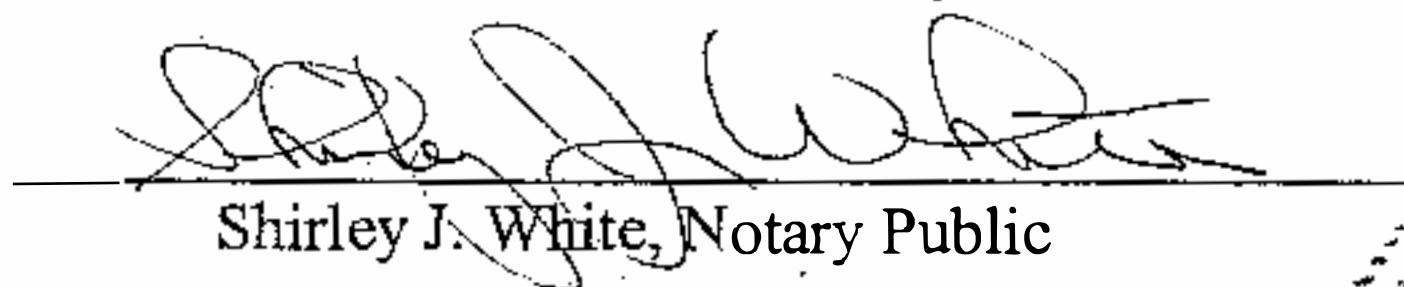
By: Westport Homes, Inc., Managing Member

By: 
Steven M. Dunn, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Steven M. Dunn, as President of Westport Homes, Inc., the Managing Member of Triton Development, LLC, an Indiana limited liability company, and having been duly sworn, acknowledged execution of this Declaration of Covenants, Conditions and Restrictions of Sawmill.

Witness my hand and Notarial Seal this 7th day of December, 2004.


Shirley J. White, Notary Public

My Commission Expires May 21, 2009

Residing in Maison County

This instrument was prepared by and after recording return to William M. Braman, Esq., Bingham McHale LLP, 970 Logan Street, Noblesville, IN 46060. (317) 776-8668.

EXHIBIT A

A part of Section 1, Township 15 North, Range 6 East and a part of Section 36, Township 16 North, Range 6 East in Center Township, Hancock County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 1; thence South 01 degrees 20 minutes 18 seconds East along the East line of said Section 1 a distance of 247.39 feet to the centerline of U.S. 40; thence South 86 degrees 28 minutes 35 seconds West along said centerline a distance of 840.70 feet to the POINT OF BEGINNING of this description; thence continuing South 86 degrees 28 minutes 35 seconds West 697.02 feet; thence North 03 degrees 25 minutes 58 seconds West 450.00 feet; thence South 86 degrees 28 minutes 35 seconds West 300.00 feet; thence South 03 degrees 25 minutes 58 seconds East 50.00 feet; thence South 86 degrees 28 minutes 35 seconds West 100.00 feet; thence North 03 degrees 25 minutes 58 seconds West 244.37 feet; thence South 86 degrees 28 minutes 35 seconds West 534.93 feet; thence South 07 degrees 10 minutes 51 seconds East 45.02 feet; thence South 86 degrees 28 minutes 35 seconds West 100.00 feet; thence North 02 degrees 23 minutes 20 seconds West 199.82 feet; thence South 86 degrees 28 minutes 35 seconds West 775.00 feet; thence South 00 degrees 59 minutes 55 seconds East 800.00 feet to the centerline of U.S. 40; thence South 86 degrees 28 minutes 35 seconds West along said centerline 624.86 feet to the West line of the Northeast Quarter of the Northwest Quarter of said Section One; thence North 00 degrees 52 minutes 34 seconds West along said Section line 401.94 feet; thence South 89 degrees 32 minutes 47 seconds West 21.00 feet; thence North 00 degrees 52 minutes 34 seconds West 193.99 feet; thence North 89 degrees 07 minutes 26 seconds East 321.00 feet; thence North 00 degrees 52 minutes 34 seconds West 690.00 feet; thence South 89 degrees 07 minutes 26 seconds West 300.00 feet to the West line of the Southeast Quarter of the Southwest Quarter of said Section 36; thence North 00 degrees 52 minutes 34 seconds West along said Section line 50.00 feet; thence North 89 degrees 07 minutes 26 seconds East 300.00 feet; thence North 00 degrees 52 minutes 34 seconds West 1,495.00 feet; thence South 89 degrees 07 minutes 26 seconds West 300.00 feet; thence North 00 degrees 52 minutes 34 seconds West 50.00 feet; thence North 89 degrees 07 minutes 26 seconds East 300.00 feet; thence North 00 degrees 52 minutes 34 seconds West 229.67 feet; thence North 00 degrees 48 minutes 02 seconds West 604.51 feet; thence North 89 degrees 33 minutes 50 seconds East 1,031.22 feet to the West line of the Northwest Quarter of said Section 36; thence South 00 degrees 52 minutes 15 seconds East along said Section line 601.87 feet; thence North 89 degrees 25 minutes 00 seconds East 1,241.58 feet; thence South 00 degrees 43 minutes 23 seconds East 519.75 feet; thence North 89 degrees 25 minutes 00 seconds East 589.88 feet; thence South 00 degrees 43 minutes 52 seconds East 2,430.44 feet to the place of beginning. Containing 180.273 acres, more or less.

EXHIBIT B

A part of Sections 1 and 2 in Township 15 North, Range 6 East, and a part of Sections 35 and 36 in Township 16 North, Range 6 East, all in Center Township, Hancock County, Indiana, more particularly described as follows:

Commencing at a Harrison Monument marking the Northeast corner of Section 1; thence on an assumed bearing of South 01 degrees 20 minutes 18 seconds East along the East line thereof a distance of 247.39 feet to the intersection of said East line with the centerline of U.S. Highway 40; thence South 86 degrees 28 minutes 35 seconds West along said centerline a distance of 840.70 feet to the Southwest corner of a tract of land described in Instrument Number 0200716 in the Office of the Recorder of Hancock County, Indiana, said point also being the Point of Beginning of this description; thence South 86 degrees 28 minutes 35 seconds West continuing along said centerline of U.S. Highway 40 a distance of 697.02 feet to the Southeast corner of the Beagle Business Park Section Two as recorded in Instrument Number 9817270 in said Recorder's Office; thence North 03 degrees 25 minutes 58 seconds West along the East line thereof a distance of 450.00 feet to a capped "Accura" rebar marking the Northeast corner thereof; thence South 86 degrees 28 minutes 35 seconds West along the North line of said Beagle Business Park Section Two and the North line of Beagle Business Park Section One as recorded in Instrument Number 970731 a distance of 300.00 feet to a capped "Nolan/Gibson" rebar marking the Northwest corner of said Beagle Business Park Section One; thence South 03 degrees 25 minutes 58 seconds East along the West line thereof a distance of 50.00 feet to a capped rebar marked "C2LS Firm #0035" (hereafter referred to as capped rebar) marking the Northeast corner of a certain tract of land described in Instrument Number 9301660 in said Recorder's Office; (the next 3 courses being along the Northerly lines of said Instrument Number 9301660) thence South 86 degrees 28 minutes 35 seconds West a distance of 100.00 feet to a capped rebar; thence North 03 degrees 25 minutes 58 seconds West a distance of 244.37 feet to a capped rebar; thence South 86 degrees 28 minutes 35 seconds West a distance of 534.93 feet to a capped rebar marking the Northwest corner thereof; thence South 07 degrees 10 minutes 51 seconds East a distance of 45.02 feet to a capped rebar marking the Northeast corner of a certain tract of land described in Instrument Number 9812247 in said Recorder's Office; thence South 86 degrees 28 minutes 35 seconds West along the North line thereof a distance of 100.00 feet to a capped rebar marking the Northwest corner of a certain tract of land described in said Instrument Number 9812247; thence North 02 degrees 23 minutes 20 seconds West a distance of 199.82 feet to a capped rebar marking the Northeast corner of a tract of land described in Instrument Number 870057 in said Recorder's Office; thence South 86 degrees 28 minutes 35 seconds West along the North line thereof a distance of 775.00 feet to a rebar marking the Northwest corner of said tract; thence South 00 degrees 59 minutes 55 seconds East along the West line thereof a distance of 800.00 feet to the Southwest corner of said tract, said point also being in the centerline of U.S. Highway 40; thence South 86 degrees 28 minutes 35 seconds West along said centerline a distance of 648.38 feet to an angle break in said centerline; thence South 86 degrees 31 minutes 35 seconds West along said centerline a distance of 3602.53 feet to the Southeast corner of a tract of land described in Instrument Number 0112901 in said Recorder's Office; thence North 01 degrees 29 minutes 55 seconds West along the East line of said tract a distance of 457.81 feet to a capped rebar marking the Northeast corner of said tract of land described in Instrument

Number 0112901; thence South 87 degrees 46 minutes 08 seconds West along the North line thereof and along the North line of a tract of land described in Instrument Number 0112903 in said Recorder's Office and along the North line of the R. & V. Hockett Minor Subdivision as described in Instrument Number 950008 in said Recorder's Office a distance of 400.03 feet to a Railroad spike marking the Northwest corner of said R. & V. Hockett Minor Subdivision, said point also being on the West line of the Northeast Quarter of Section 2, Township 15 North, Range 6 East; thence North 01 degrees 29 minutes 55 seconds West along the West line thereof a distance of 16.50 feet to a "Mag" nail marking the Southwest corner of a tract of land described in Instrument Number 9910552 in said Recorder's Office; thence North 86 degrees 40 minutes 05 seconds East along the South line thereof a distance of 367.90 feet to a capped rebar marking the Southeast corner of said tract; thence North 02 degrees 38 minutes 55 seconds West along the East line thereof a distance of 302.54 feet to a capped rebar marking the Northeast corner of said tract; thence South 87 degrees 41 minutes 29 seconds West along the North line thereof a distance of 134.02 feet to a capped rebar marking the intersection of the North line of said tract with the East line of a tract of land described in Instrument Number 0105446 in said Recorder's Office; thence North 00 degrees 29 minutes 04 seconds West along the East line of said tract of land described in Instrument Number 0105446 and along the East line of a tract of land described in Instrument Number 916707 in said Recorder's Office a distance of 238.04 feet to a capped rebar marking the Northeast corner of said tract of land described in Instrument Number 916707; thence South 89 degrees 30 minutes 56 seconds West along the North line thereof a distance of 225.00 feet to a "Mag" nail marking the Northwest corner of said tract, said point also being on the West line of the Southwest Quarter of the Southeast Quarter of Section 35, Township 16 North, Range 6 East; thence North 00 degrees 29 minutes 04 seconds West along the West line thereof a distance of 49.10 feet to a "Mag" nail; thence North 89 degrees 30 minutes 56 seconds East a distance of 225.00 feet to a capped rebar; thence North 00 degrees 29 minutes 04 seconds West along the East line of a tract of land described in Instrument Number 9410529 in said Recorder's Office and parallel to the West line of the Southeast Quarter of Section 35 a distance of 472.00 feet to a capped rebar marking the Northeast corner of a tract of land described in Instrument Number 9410369 in said Recorder's Office; thence South 89 degrees 30 minutes 56 seconds West along the North line thereof a distance of 225.00 feet to a "Mag" nail marking the Northwest corner of said tract, said point also being on the West line of the Southwest Quarter of the Southeast Quarter of said Section 35; thence North 00 degrees 29 minutes 04 seconds West along the West line thereof a distance of 419.90 feet to a "Mag" nail marking the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 35; thence North 89 degrees 14 minutes 51 seconds East along the North line of the Southeast Quarter of said Section 35 a distance of 2074.43 feet to a capped rebar marking the intersection of said North line with the centerline of the William F. Wilson Regulated Drain; (the next 10 courses are along said centerline) thence North 00 degrees 03 minutes 06 seconds East a distance of 93.57 feet; thence North 09 degrees 00 minutes 10 seconds West a distance of 179.16 feet; thence North 03 degrees 37 minutes 27 seconds East a distance of 143.25 feet; thence North 13 degrees 32 minutes 55 seconds East a distance of 108.21 feet; thence North 09 degrees 09 minutes 25 seconds East a distance of 157.43 feet; thence North 16 degrees 13 minutes 43 seconds East a distance of 286.36 feet; thence North 23 degrees 12 minutes 49 seconds East a distance of 112.19 feet; thence North 01 degrees 00 minutes 57 seconds East a distance of 101.77 feet; thence North 11 degrees 42 minutes 11 seconds West a distance of 105.52 feet; thence North 19 degrees 59 minutes 03 seconds West a distance of 78.25 feet to a capped rebar on the North line of the Southeast

Quarter of said Section 35; thence North 89 degrees 16 minutes 02 seconds East a distance of 484.00 feet to a Stone marking the Northwest corner of the Northwest Quarter of the Southwest Quarter of Section 36, Township 16 North Range 6 East; thence North 89 degrees 25 minutes 00 seconds East along the North line thereof a distance of 1331.95 feet to a capped rebar marking the Northeast corner of the West Half of the Southwest Quarter of said Section 36; thence South 00 degrees 52 minutes 34 seconds East along the East line thereof a distance of 2516.20 feet to a "Mag" nail marking the Southwest corner of a tract of land described in Instrument Number 832291 in said Recorder's Office; thence North 89 degrees 07 minutes 26 seconds East along the South line thereof a distance of 300.00 feet to a capped rebar marking the Southeast corner of said tract; thence North 00 degrees 52 minutes 34 seconds West along the East line thereof and parallel with the West line of the East Half of the Southwest Quarter of said Section 36 a distance of 690.00 feet to a capped rebar marking the Northeast corner of a tract of land described in Instrument Number 863580 in said Recorder's Office; thence South 89 degrees 07 minutes 26 seconds West along the North line thereof a distance of 300.00 feet to a "Mag" nail marking the Northwest corner of said tract, said point also being on the West line of the East Half of the Southwest Quarter of said Section 36; thence North 00 degrees 52 minutes 34 seconds West along the West line thereof a distance of 50.00 feet to a "Mag" nail marking the Southwest corner of a tract of land described in Instrument Number 870334 in said Recorder's Office; thence North 89 degrees 07 minutes 26 seconds East along the South line thereof a distance of 300.00 feet to a capped rebar marking the Southeast corner of said tract; thence North 00 degrees 52 minutes 34 seconds West along the East line thereof and parallel with the West line of the East Half of said Southwest Quarter a distance of 1495.00 feet to a capped rebar marking the Northeast corner of a tract of land described in Instrument Number 9410304 in said Recorder's Office; thence South 89 degrees 07 minutes 26 seconds West along the North line thereof a distance of 300.00 feet to a "Mag" nail marking the Northwest corner of said tract, said point also being on the West line of the East Half of said Southwest Quarter; thence North 00 degrees 52 minutes 34 seconds West along the West line thereof a distance of 50.00 feet to a "Mag" nail marking the Southwest corner of a tract of land described in Instrument Number 762065 in said Recorder's Office; thence North 89 degrees 07 minutes 26 seconds East along the South line thereof a distance of 300.00 feet to a capped rebar marking the Southeast corner of said tract; thence North 00 degrees 52 minutes 34 seconds West along the East line thereof and parallel with the West line of the East Half of said Southwest Quarter a distance of 229.67 feet to the Northeast corner of a tract of land described in Instrument Number 742908 in said Recorder's Office, said point also being the Southeast corner of a tract of land described in Instrument Number 9711577 in said Recorder's Office, said point also being on the South line of the Southeast Quarter of the Northwest Quarter of Section 36; thence North 00 degrees 48 minutes 02 seconds West along the East line of said tract described in Instrument Number 9711577 and parallel with the West line of the East Half of said Northwest Quarter a distance of 702.14 feet to a capped rebar marking the Northeast corner of a tract of land described in Instrument Number 872345 in said Recorder's Office; thence South 89 degrees 11 minutes 58 seconds West along the North line thereof a distance of 300.00 feet to a "Mag" nail marking the Northwest corner of said tract, said point also being on the West line of the East Half of said Northwest Quarter; thence North 00 degrees 48 minutes 02 seconds West along the West line thereof a distance of 50.00 feet to a "Mag" nail marking the Southwest corner of a tract of land described in Instrument Number 0111751 in said Recorder's Office; thence North 89 degrees 11 minutes 58 seconds East along the South line thereof a distance of 300.00 feet to a capped rebar marking the

Southeast corner of said tract; thence North 00 degrees 48 minutes 02 seconds West along the East line thereof and parallel with the West line of the East Half of said Northwest Quarter a distance of 579.59 feet to a capped rebar marking the Northeast corner of a tract of land described in Instrument Number 760604 in said Recorder's Office, said point also being on the North line of the Southeast Quarter of said Northwest Quarter; thence North 89 degrees 13 minutes 57 seconds East along the North line thereof a distance of 1030.30 feet to a capped rebar marking the Northeast corner of the Southeast Quarter of said Northwest Quarter; thence South 00 degrees 52 minutes 15 seconds East along the East line thereof a distance of 1335.05 feet to a capped rebar marking the Northwest corner of the Northwest Quarter of the Southeast Quarter of said Section 36; thence North 89 degrees 25 minutes 00 seconds East along the North line thereof a distance of 1241.58 feet to a capped rebar marking the Northwest corner of a tract of land described in Deed Record 128, Page 178 in said Recorder's Office; thence South 00 degrees 43 minutes 23 seconds East along the West line thereof a distance of 519.75 feet to a capped rebar marking the Southwest corner of said tract; thence North 89 degrees 25 minutes 00 seconds East along the South line thereof a distance of 589.88 feet to a capped rebar marking the Northwest corner of a tract of land described in Instrument Number 2003207 in said Recorder's Office; thence South 00 degrees 38 minutes 58 seconds East a distance of 2430.62 feet to the Point of Beginning. Containing 421.234 acres, more or less.

EXCEPT:

A part of Section 1, Township 15 North, Range 6 East and a part of Section 36, Township 16 North, Range 6 East in Center Township, Hancock County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 1; thence South 01 degrees 20 minutes 18 seconds East along the East line of said Section 1 a distance of 247.39 feet to the centerline of U.S. 40; thence South 86 degrees 28 minutes 35 seconds West along said centerline a distance of 840.70 feet to the POINT OF BEGINNING of this description; thence continuing South 86 degrees 28 minutes 35 seconds West 697.02 feet; thence North 03 degrees 25 minutes 58 seconds West 450.00 feet; thence South 86 degrees 28 minutes 35 seconds West 300.00 feet; thence South 03 degrees 25 minutes 58 seconds East 50.00 feet; thence South 86 degrees 28 minutes 35 seconds West 100.00 feet; thence North 03 degrees 25 minutes 58 seconds West 244.37 feet; thence South 86 degrees 28 minutes 35 seconds West 534.93 feet; thence South 07 degrees 10 minutes 51 seconds East 45.02 feet; thence South 86 degrees 28 minutes 35 seconds West 100.00 feet; thence North 02 degrees 23 minutes 20 seconds West 199.82 feet; thence South 86 degrees 28 minutes 35 seconds West 775.00 feet; thence South 00 degrees 59 minutes 55 seconds East 800.00 feet to the centerline of U.S. 40; thence South 86 degrees 28 minutes 35 seconds West along said centerline 624.86 feet to the West line of the Northeast Quarter of the Northwest Quarter of said Section One; thence North 00 degrees 52 minutes 34 seconds West along said Section line 401.94 feet; thence South 89 degrees 32 minutes 47 seconds West 21.00 feet; thence North 00 degrees 52 minutes 34 seconds West 193.99 feet; thence North 89 degrees 07 minutes 26 seconds East 321.00 feet; thence North 00 degrees 52 minutes 34 seconds West 690.00 feet; thence South 89 degrees 07 minutes 26 seconds West 300.00 feet to the West line of the Southeast Quarter of the Southwest Quarter of said Section 36; thence North 00 degrees 52 minutes 34 seconds West along said Section line 50.00 feet; thence North 89 degrees 07 minutes 26 seconds East 300.00 feet; thence North 00 degrees 52 minutes 34 seconds West 1,495.00 feet; thence South 89 degrees 07 minutes 26 seconds West

300.00 feet; thence North 00 degrees 52 minutes 34 seconds West 50.00 feet; thence North 89 degrees 07 minutes 26 seconds East 300.00 feet; thence North 00 degrees 52 minutes 34 seconds West 229.67 feet; thence North 00 degrees 48 minutes 02 seconds West 604.51 feet; thence North 89 degrees 33 minutes 50 seconds East 1,031.22 feet to the West line of the Northwest Quarter of said Section 36; thence South 00 degrees 52 minutes 15 seconds East along said Section line 601.87 feet; thence North 89 degrees 25 minutes 00 seconds East 1,241.58 feet; thence South 00 degrees 43 minutes 23 seconds East 519.75 feet; thence North 89 degrees 25 minutes 00 seconds East 589.88 feet; thence South 00 degrees 43 minutes 52 seconds East 2,430.44 feet to the place of beginning. Containing 180.273 acres, more or less.