BY-LAWS
OF
NORTHFIELD ESTATES HOMEOWNERS' ASSOCIATION, INC.

These By-Laws are hereby adopted to provide organizational rules to govern the administration of the **NORTHFIELD ESTATES HOMEOWNERS' ASSOCIATION, INC.**, (hereinafter referred to as the "Association"), an Indiana not-for-profit corporation whose Articles of Incorporation were acknowledged by the Secretary of State of the State of Indiana on September 16, 1993

ARTICLE I
DEFINITIONS

1.01 Initial Authority. The purposes of the Association, its initial registered agent and members of its initial Board of Directors are as set forth in the Articles of Incorporation.

1.02 Geographic Limits. The areas lying within the limits of the Plat of Section 1 of Northfield Estates recorded in the public records of Hamilton County, Indiana on August 30, 1989 as Instrument #89-18865 together with the area lying within the limits of the Plat of Section 2 of Northfield Estates recorded in the public records of Hamilton County, Indiana on November 1, 1991 as Instrument #91-29183, the Plat of Section 3 of Northfield Estates recorded in the public records of Hamilton County on May 21, 1992 as Instrument #92-19350 and the Plat of Section 4 of Northfield Estates recorded in the public records of Hamilton county, Indiana on November 17, 1992 as Instrument #92-45455 which comprise the geographic area that is subject to the purposes and activities of the Association. Such geographic area has been subdivided into 114 residential lots and shall hereinafter be referred to as the "Property".

1.03 Covenants, Conditions & Restrictions. The Declaration of Covenants, Conditions and Restrictions for Section 1 of Northfield Estates recorded in the public records of Hamilton County, Indiana on August 25, 1989 as Instrument #89-18540, the Declaration of Covenants, Conditions and Restrictions for Section 2 of Northfield Estates recorded in the public records of Hamilton County, Indiana on January 11, 1991 as Instrument #91-29183, the Declaration of Covenants, Conditions and Restrictions for Section 3 of Northfield Estates recorded in the public records of Hamilton County, Indiana on May 21, 1992 as Instrument #92-19349 and the Declaration of Covenants, Conditions and Restrictions for Section 4 of Northfield Estates recorded in the public records of Hamilton County, Indiana on November 17, 1992 as Instrument #92-45454 together establish certain requirements and limitations of use of the Property and shall hereinafter be referred to collectively as the "Declarations".

ARTICLE II
MEMBERSHIP

2.01 Membership. Each Owner of a Lot located within the Property upon acquisition of title to such Lot shall automatically become a Member of the Association. Such Membership shall terminate upon the sale or other

disposition by such Member of such lot at which time the new Owner of such Lot shall automatically become a Member. No person shall be a Member unless such person has a direct publicly recorded ownership interest in a Lot located within the Property. A person owning more than one Lot shall be considered to be one member even though such person has voting power with respect to more than one lot.

2.02 Privileges of Membership. Each Member of the Association (or its representative in the event that the Member is not a person) shall enjoy the full privileges of membership. Membership shall include the right to hold office, to enjoy free access to all Association facilities and to invite guests in accordance with the provisions of Section 2.03 below. Members who live with a Member of the Association, tenants in possession of a lot and family members of a tenant in possession of a lot who live with such tenant, but who are not themselves Members, shall also enjoy full privileges of Membership, except that they shall not have the right to hold office or to vote as specified in Section 3.03 of Article III below.

2.03 Guests. Guests of Members, when and only when accompanied by a Member, shall be entitled to use any of the Association's facilities, subject to any fees, rules, conditions and regulations as may be adopted by the Board of Directors.

ARTICLE III
THE ASSOCIATION

3.01 Location. The principal office of the Association shall be located in Fishers, Indiana.

3.02 Activities of Association. The Association when so empowered shall engage in activities to benefit the Association and the owners of Lots located within the property including but not limited to the following:

a. To carry out such portions of the responsibilities of the Architectural Control Committee set forth in the Declarations as the initial Architectural Control Committee shall from time to time assign to the Association in writing.

b. To establish an orderly and efficient system for the payment of, or reimbursement for, all expenses of the Association, and for the establishment and collection of assessments needed to fund the activities of the Association.

c. To establish and operate arbitration procedures for the settlement of disputes among lot owners.

d. To provide or arrange for landscape maintenance services for the property if authorized by the Board of Directors.

e. To provide and arrange for such other services to Association property as the Board of Directors may from time to time determine.

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f. To promulgate and/or enforce rules and regulations and perform such other acts as are deemed necessary to carry out the purposes of the Association.

g. To purchase, lease, or otherwise acquire, improve, construct, own, hold, use maintain, operate, exchange, encumber, sell, convey or otherwise dispose of, real and personal property of every kind, nature or description, as may be necessary or desirable to promote the purposes of the Association.

h. To make and perform contracts of every kind for any lawful purpose without limit as to any amount, with any person, firm, association, corporation, municipality, state, government, or municipal or political subdivision.

3.03 Voting Rights. The Owner (or Owners) of each Lot shall be entitled to one vote for each Lot they own with the maximum number of votes to be cast at any meeting or on any issue to be not more than the total number of Lots located within the Property. In the event a Lot has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all Owners, the voting rights of such a Lot shall not be exercised so long as it continues to be so held. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Lot, each may exercise the proportion of the voting power attributable to such Lot that is equivalent to his proportionate interest in the Lot.

3.04 Proxies, Record Date, Manner of Voting. Votes may be cast in person or by proxy. The person appointed as proxy need not be an Owner. Proxies must be in writing and filed with the secretary of the Association prior to the appointed time of each meeting or action taken. Each proxy shall be revocable and shall automatically cease upon conveyance by a Member of his Lot, or upon suspension of any Member's voting privileges as provided in these regulations. The Board of Directors may fix a date, not exceeding seven (7) days prior to the date of any meeting of Members, as a record date of the determination of the members entitled to vote at such meeting. Only the members of record on the date so fixed shall be entitled to vote at such meeting. If a record date is not fixed by the Board of Directors, any person who becomes a Member before a meeting of the Members is convened shall be entitled to vote at such meeting. Voting for the election of Directors shall be by secret written ballot, but all other votes shall be conducted orally unless otherwise directed by the Board of Directors.

3.05 Place of Meeting. Meetings of the Association shall be held at such place upon the Property or at such other place within four miles of the Property as may be designated by the Board of Directors.

3.06 Annual Meeting. The regular annual meeting of the Members shall be held on such date and at such time during the month of October each year as the Board of Directors may from year to year fix, or if the Board of Directors fails so to fix a date and time for the meeting in any year, at 8:00 p.m. on the second Thursday of October, if not a legal holiday, but if

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that day is a legal holiday under Indiana law, the annual meeting shall be held on the first succeeding day which is not a legal holiday. No annual meeting of the Members shall be required prior to the date on which the Association has eighty-six (86) members.

3.07 Special Meetings. A special meeting of the Members may be called by the president or by the Board of Directors at any time acting with or without a meeting. A special meeting may also be called by Members possessing at least twenty-five percent (25%) of the voting power of the Association, upon delivery to the president or secretary of a request in writing for a meeting of the Members. Said request shall state the time and place of such meeting and the purpose thereof. It shall be the duty of the officer to whom the request is delivered to give notice of such meeting to the Members who are entitled to vote. If, upon such request, such officer does not, within ten (10) days thereafter, send notices of a special meeting to such Members, the person(s) making such request may call such a special meeting by giving notice thereof or causing such notice to be given, in accordance with the provisions of Section 3.08 of this Article III. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Members present, either in person or by proxy.

3.08 Notice of Meetings. Written notice of any meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by delivery in person or by mailing a copy of such notice, postage prepaid, to each Member entitled to vote, addressed to the Members' address last appearing on the books of the Association, as supplied by such Member to the Association for the purpose of notice. Such notice shall be mailed at least seven (7) days, but not more than thirty (30) days, prior to the date for such meeting and shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice shall be mailed only to those Members who are shown to be Members on the records of the Association the date preceding the day on which notice is given.

3.09 Waiver of Notice. Any Member, either before or after any meeting, may waive any notice required by law, the Articles of Incorporation, the Declarations or these By-Laws. Waivers must be in writing and filed with the secretary of the Association and entered upon the records of the meeting. Notice of a meeting will be deemed to have been waived by any Member who attends such meeting and who does not, before or at the commencement of the meeting, protest lack of proper notice.

3.10 Quorum. At any meeting of the Members, a quorum shall consist of the Members who hold more than fifteen percent (15%) of the voting power of the Association, except when a greater number is required by law. If, a quorum is lacking, the Members present and entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At any reconvened meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting originally called.

3.11 Administration of Meetings. At each meeting of the Members, the president or, in his absence, the vice-president, or in the absence of both, a chairman chosen by the majority vote of the Members present and entitled to vote, shall act as chairman. The secretary, or, in his absence, any person appointed by the chairman, shall act as secretary for the meeting.

3.12 Order of Business. The order of business at all meetings of the Members shall be as follows:

1. Roll call

   A QUORUM BEING PRESENT

2. Proof of notice of the meeting or waiver thereof;

3. Reading of the minutes of the preceding meeting and action thereon, unless dispensed with by unanimous consent;

4. Report of the Board of Directors, if any;

5. Reports of the officers, if any;

6. Reports of committees, if any;

7. Election of Directors, if any;

8. Unfinished business, if any; and

9. New business, if any.

10. Adjourn.

The order of business at any meeting may be changed by the affirmative vote of Members possessing a majority of the voting power of the Members present and entitled to vote.

3.13 Action by Unanimous Written Consent of the Members. Any action which may be authorized or taken at a meeting of the Members may be authorized or taken without a meeting in writing or writings signed by all of the Members. The writing or writings evidencing such action taken by the unanimous written consent of the Members shall be filed with the records of the Association.

3.14 New Members. Any person entitled to membership shall make such fact known to the Association by giving written notice to the Secretary of the Association at the principal office of the Association. Until such fact is made known to the Association, said person may vote or receive notice of meetings of the Association only upon recognition of such ownership by the Association.

ARTICLE IV
BOARD OF DIRECTORS

4.01 General Powers of Board of Directors. The affairs of the Association shall be governed, its business and affairs shall be conducted, and its property shall be controlled by a Board of Directors, except where otherwise required by the laws of Indiana, the Declarations, the Articles of Incorporation, or these By-Laws.

4.02. Powers of the Board. The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing: (1) the arbitration of disputes among Members arising out of restrictions in the use of such Members' lots, and (2) the use of the facilities of the Association and the personal conduct of the members and their guests thereon and penalties for the infraction thereof.

(b) Suspend a Member's voting rights and right to use the Association's facilities, if any, during any period in which such Member shall be in default in the payment of any assessment levied by the Association or as a result of any Member's infraction of the rules and regulations established by the Directors.

(c) Declare the position of any Director to be vacant in the event such Director shall be absent without permission from the remaining board members from three (3) consecutive regular meetings of the Board of Directors.

(d) File and foreclose the Association's lien for unpaid assessments against any property for which such assessments are not paid within sixty (60) days after the due date thereof, or bring an action at law against the party personally obligated to pay the same.

(e) Employ such employees (including, without limitation, an Association facilities manager) as it deems necessary or appropriate to operate the facilities owned by the Association, or to furnish landscape maintenance service or other services to the lot owners, and to prescribe the duties of each employee.

(f) Enter into such contracts, agreements, and make such other arrangements upon such terms and conditions as it deems necessary or appropriate to operate and maintain the facilities owned by the Association, and to furnish or provide for the lot owners services it deems necessary including but not limited to landscape maintenance services.

(g) Bond all officers and employees having fiscal responsibilities, as may be deemed appropriate.

(h) Purchase, lease or otherwise acquire real or personal property in the name of the Association.

(i) Do all things necessary to carry out the purposes of the Association.

4.03 Duties of the Board. The Board of Directors shall have the duty to:

(a) Keep a complete record of all its acts and the Association's affairs and present a statement therefore to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members possessing at least twenty-five percent (25%) of the voting power of the Association.

(b) Supervise all officers, agents and employees of the Association and see that their duties are properly performed.

(c) Fix the amount of the annual assessment at least thirty (30) days in advance of each fiscal year.

(d) Send written notice to every Member at least thirty (30) days in advance of each change in the amount of the annual assessment which notice shall also include the date, time and place of a special meeting of the Members to be held for the purpose of reviewing the budget and annual assessment.

(e) Call and conduct a special meeting of Members within 30 days after announcing a change in the amount of the annual assessment for the purpose of reviewing with the members the budget and the reasons for the change in the annual assessment and permitting the members to express their views on the budget and assessment.

(f) Require that all facilities owned by the Association and all buildings and landscaped areas located on the Members' lots be well maintained.

(g) Procure and maintain liability and fire and other hazard insurance on property owned by the Association.

(h) Take whatever other actions are necessary or appropriate to achieve the purposes for which the Association has been formed.

4.04. Number. There shall be three (3) Directors. All of the Directors shall be Members or representatives of Members who are not individuals.

4.05 Term of Office. The initial Directors named in the Articles of Incorporation, shall serve until the first annual meeting of Members. At the first annual meeting, the Members shall elect three (3) Directors for three staggered terms ending at the next three (3) successive annual meetings. The person who receives the most votes at the first meeting shall serve for three (3) years, the person with the next highest vote count shall serve for two (2) years, and the person with the third highest vote count shall serve for one (1) year. At each annual meeting thereafter, the Members shall elect one Director who shall sit for a term of three (3) years.

4.06 Removal and Resignation. Any Director may be removed from the Board, with or without cause, by the Members of the Association, at any annual or special meeting of the Members if in the notice of such meeting the intention to consider such removal is specifically stated. Such removal shall be by the affirmative vote of Members possessing not less than two-thirds (2/3) of the voting power of the Members present and entitled to vote.

4.07 Resignation. Any Director may voluntarily resign at any time in writing effective as of the date specified in the resignation. Unless otherwise specified, the acceptance of a resignation shall not be necessary to make it effective.

4.08 Vacancies. A vacancy in the Board of Directors may be filled by a majority vote of the remaining Directors, even though they are less than a quorum. A Director so elected shall be deemed to be elected for a term equal to the unexpired portion of the term of the vacating Director.

4.09 Compensation. No Director shall receive compensation from the Association for any service he may render to the Association, provided that a Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V
NOMINATION AND ELECTION DIRECTORS

5.01 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at any annual meeting. The Nominating Committee shall consist of three (3) Members of the Association or representatives of Members. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting at which Directors are elected. Such appointment shall be announced by the Board of Directors.

The nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled on the Board. Such nominations may be made only from among Members or representatives of Members entitled to vote.

5.02 Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast as many votes as they are entitled to cast under the provisions of the Articles and these By-Laws for each vacancy. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

ARTICLE VI
MEETING OF DIRECTORS

6.01 Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and at such places as the Board of Directors may decide. After the first annual meeting of Members, the Board of Directors shall hold at least four (4) such meetings per fiscal year.

6.02 Special meeting. Special meetings of the Board of Directors shall be held when called by the president of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

6.03 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

6.04 Organization. At each meeting of the Board of Directors, the president, or, in his absence, the vice-president, or in the absence of both, a chairman chosen by a majority of the Directors present, shall act as chairman. The secretary, or, if the secretary is not present, any person whom the chairman of the meeting shall appoint, shall act as secretary of the meeting.

6.05 Action Writing in Lieu of Meeting. Any action which by virtue of any provisions of the laws of Indiana, the Declarations, the Articles of Incorporation, or these By-Laws may be taken at a meeting of the Directors, may be taken without a meeting if authorized by a writing signed by all the Directors.

6.06 Meetings Through Communications Equipment. Meetings of the Board of Directors may be held through any communications equipment provided that all persons participating in the meeting can hear each other. Persons participating through communications equipment shall be considered for purposes as present at any meeting held pursuant to this Section 4.06.

ARTICLE VII
OFFICERS AND THEIR DUTIES

7.01 Enumeration of Officers. The officers of this Association shall be a president and a vice-president, a secretary, a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

7.02 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

7.03 Term. Each officer of the Association shall be elected annually by the Board of Directors and shall hold office until his successor is elected, unless any such officer resigns, or is removed or is otherwise disqualified to serve.

7.04 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require. Each officer specifically appointed shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine. The Board of Directors may delegate to any officer the

power to appoint any subordinate officers, agents, or committees. In the absence of any officer, or for any other reason the Board of Directors may deem sufficient, the Board of Directors may delegate, for such time as they determine, the power and duties of such officer to any other officer, or to any Director.

7.05 Resignation and Removal. Any officer may be removed from office with or without cause by majority vote of the Board of Directors. 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 receipt of such notice or at any later time so specified. Unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

7.06 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7.07 Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any other offices except in the case of special offices created under Section 5.04 of this Article.

7.08 Duties. The duties of the officers shall be as follows:

President

(a) The President shall preside at all meetings of the Board of Directors and of the members; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds, contracts and other written instruments to which the Association is a party; sign all checks and co-sign promissory notes of the Association upon authorization of the Board of Directors.

Vice President

(b) The Vice President shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and exercise and discharge such other duties as may be required of him by the Board of Directors or the president.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and the Members; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as required by the Board or the president.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors, keep proper books of account, and

co-sign all promissory notes of the Association upon authorization of the Board of Directors. The Treasurer also shall have the Association's books reviewed by an accountant at the completion of each fiscal year, prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each statement to the Members.

ARTICLE VIII
BOOKS AND RECORDS

8.01 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Articles and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE IX
DURATION

9.01 The Association shall remain in existence so long as: (a) the Association owns any property or facilities held for the common benefit of all the Members; or (b) the Association has the right and power to enforce any restriction applicable to any lot; or (c) the Association has the right and power to arbitrate disputes in connection with any restriction applicable to any lot.

ARTICLE X
DISSOLUTION

10.01 In the event of dissolution, the Directors and Members shall provide for the distribution of the corporate assets in a manner which does not deprive the Association of tax exempt status.

ARTICLE XI
AMENDMENT AND REGULATIONS

11.01 Notice of Amendments. A holder or insurer of a first mortgage upon any lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the lot) shall be entitled to timely written notice of:

(a) Any proposed amendment of these By-Laws; and

(b) Any proposed termination of the Association (unless the Association automatically terminates pursuant to the provision of Article IX above.

11.02 Amendments Regarding Voting. The unanimous consent of all Members present, in person or by proxy, who are entitled to vote at a duly called and noticed meeting of the Association, shall be required for any amendment of the Articles of Incorporation or amendment of these By-Laws which affect a change in (a) the allocation of voting powers and control contained in Article III above; or (b) the fundamental purposes for which the Association is organized.

11.03 Other Amendments. Except as provided in Section 11.02 above, the consent of sixty-six and two-thirds percent (66 2/3%) of the Members present, in person or by proxy, who are entitled to vote at a duly called and noticed meeting of the Association shall be required to amend these By-Laws.

ARTICLE XII
INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHERS

12.01 Indemnification; Actions by Others. The Association may indemnify or agree to indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative, or investigative, other than action by or in the right of the Association, by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a trustee, director, officer, employee or agent of another corporation, domestic or foreign, nonprofit or profit, partnership, joint venture, trust, or other enterprise, against expenses, including attorney's fee, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

12.02. Indemnification; Actions by or in the Right of the Association. The Association may indemnify or agree to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a trustee, director, officer,, employee, or agent of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of

all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Court shall deem proper. Indemnification or contribution shall be allowed only pursuant to I.C. 23-17-1-1, et seq.

12.03. Successful Defense. To the extent that a person specified in 12.01 or 12.02 has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in 12.01 or 12.02, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him in connection therewith.

12.04. Specific Case Determination. Any indemnifications under 12.01 and 12.02, unless ordered by a court and subject to 12.03 above, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the person specified in 12.01 and 12.02 is proper in the circumstances because he has met the applicable standard of conduct set forth in 12.01 and 12.02. Such determination shall be made (1) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to or threatened with any such action, suit, or proceeding referred to in 12.01 or 12.02; or (2) if such a quorum is not attainable, or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five (5) years; or (3) by the Members; or (4) by the Court in which such action, suit, or proceeding referred to in 12.01 or 12.02 was brought. If an action or suit by or in the right of the Association is involved, any determination made by the disinterested Directors under this 12.04 or by independent legal counsel under this 12.04 shall be communicated promptly to the person, if any, who threatened or brought the action or suit under 12.02, and within ten (10) days after receipt of such notification, such person shall have the right to petition the Court in which the action or suit was brought to review the reasonableness of such determination.

12.05 Advance payment. Expenses, including attorney's fees, incurred in defending any action, suit or proceeding referred to in 12.01 and 12.02 may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Directors in the specific case upon receipt of the undertaking by or on behalf of the person specified in 12.01 and 12.02 to pay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article.

12.06 Non-Exclusive. The indemnification provided in this Article shall not be deemed exclusive of any rights to which those seeking indemnification may be entitled under the Articles of Incorporation or the By-Laws or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to serve in capacity hereinabove specified, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.07 Insurance. The Association may purchase and maintain insurance on behalf of any person specified in 12.01 and 12.02 against any liability asserted against him and incurred by him in any such capacity, or rising out of his status as such, whether or not the Association should have the power to indemnify him against such liability under this Article.

12.08 Other Entities. For purposes of this Article, references to the Association include all constituent corporations in a consolidation or merger, and the new or surviving corporation so that any person who is or was serving in a capacity specified above shall stand in the same position under this Article with respect to the new or surviving corporation as he would if he had served the new or the surviving corporation in the same capacity.

ARTICLE XIII
MISCELLANEOUS

13.01 Conflict Between Articles and By-Laws. In the case of any conflict between the Articles of Incorporation and the By-Laws, the Articles of Incorporation shall control.

13.02 Fiscal year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of filing the Articles with the Secretary of State of Indiana.

13.03 Service of Notice on the Board of Directors. Notices required to be given to the Board of Directors or to the Association may be delivered to any Member of the Board of Directors or officer of the Association, either personally or by mail, addressed to such Member or officer at his home.

13.04 Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declarations or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

13.05 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declarations and these By-Laws shall be deemed to be binding on all Members, their successors, heirs and assigns.

13.06 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws or of any part of the same shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws.

13.07 Gender and Grammar. The singular whenever used shall be construed to mean the plural when applicable. The necessary grammatical

changes required to make the provisions of these By-Laws apply to corporations, partnerships or individuals shall be assumed. The necessary grammatical changes required to make the provisions of these By-Laws apply to men and women shall be assumed.

IN WITNESS WHEREOF, the Northfield Estates Homeowners' Association, Inc. has caused this instrument to be duly executed this 15th day of October, 1993.

Signed and acknowledged in the presence:

NORTHFIELD ESTATES HOMEOWNERS' ASSOCIATION, INC.

Richard D. Arnos

Richard L. Arnos

Pat Shaurette

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FOR RECORD
Aug 25 3 03 PM 89
SHARON K. CHERRY
RECORDER
HAMILTON CO. IN

NORTHFIELD ESTATES SECTION ONE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
NORTHFIELD ESTATES,
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN THE TOWN OF FISHERS, HAMILTON COUNTY, INDIANA

The undersigned, Republic Development Corporation (sometimes referred to herein as "Owner" or "Developer"), for and as Owner and Developer of the real property described in Exhibit A attached, to be known as Northfield Estates, Section 1, and for the benefit of all present and future owners of any lot or lots in, or occupants of, Northfield Estates, Section 1, does hereby impose the within described Covenants, Conditions and Restrictions on the land described in said Exhibit A.

Article 1. Use Restrictions

All lots in this subdivision and all present and future owners or occupants thereof shall be subject to the following development standards, conditions and restrictions, which shall run with the land:

1.01. The lots located within said Northfield Estates, Section 1, shall be used for detached single-family dwellings in accordance with the present zoning of Northfield Estates by the Town of Fishers, Indiana. No lot shall be used for any purpose not presently permitted by the zoning of the Town of Fishers without approval of the Architectural Control Committee; this provision is intended to, and shall prohibit, a change of presently permitted use by change of zoning without approval of the Architectural Control Committee.

1.02. Single-family dwellings shall have a minimum of 1,300 square feet of living area exclusive of open porches, garages and other unheated areas. Each dwelling shall have an attached garage with space for not less than two (2) automobiles. All driveways and vehicle parking areas shall be hard-surfaced with either concrete, asphalt or brick. No gravel or stone driveways shall be permitted on any lot.

1.03. No building, basement, swimming pool, tennis court, fence, wall, hedge, or other enclosure, or any utility meter, mailbox, or other structure of any sort shall be erected, placed or maintained on any lot in said subdivision, nor shall any change, addition to or alteration thereof affecting the outward appearance thereof be made unless the same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, use and material of construction thereof, the color scheme therefor, the grading plan of the lot, and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Architectural Control Committee.

This Instrument Recorded 8-25 1989
Sharon K. Cherry, Recorder, Hamilton County, IN

1.04. No structure or any part thereof, other than a fence, hedge, wall, or other enclosure which shall first have been approved as provided in paragraph 1.03 above, shall be erected, placed or maintained on any lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plat. No structure of any sort shall be erected, placed or maintained on any lot nearer to any side lot line or rear lot line than is permitted by the appropriate zoning and building requirements of the Town of Fishers.

1.05. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever; provided, however, the foregoing shall not apply to the various activities, or the construction and maintenance of buildings, if any, of Owner, its agents or assigns, during the construction and sale period. In addition, no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part or in any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance in said subdivision.

1.06. No trailer, tent, shack, garage, barn, car, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided in paragraph 1.03 above.

1.07. No clotheslines shall be located on any lot except for a removable folding umbrella type.

1.08. Any truck, motorcycle, boat, bus, tent, car, camper, trailer or other similar housing or recreational device, if stored on any said lot, shall be housed within a garage building.

1.09. No portion of any residential lot, except the interior of the residential dwelling located thereon and appurtenant garage, shall be used for the storage of automobiles, trailers, motorcycles or other vehicles, whether operative or not, scrap, scrap iron, water, paper, or glass, or any reclamation products, parts or materials, except that during the period an improvement is being erected upon any such lot, building materials to be used in the construction of such improvement may be stored thereon; provided, however, any building material not incorporated in said improvement within ninety (90) days after its delivery to such lot shall be removed therefrom. All improvements must be completed by an owner within one (1) year from the date of the beginning of the construction thereof. No sod, dirt or gravel other than incidental to construction of approved improvements, shall be removed from said lots without the written approval of the Architectural Control Committee or its successors and assigns.

1.10. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn; provided, however, this covenant shall not be construed to prevent the use of such portion of said

lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, fence, hedge, wall or other enclosure which shall first have been approved as provided in paragraph 1.03 above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

1.11. No weeds, underbrush, or other unsightly growths or objects of any kind shall be placed, be permitted to grow, or suffer to remain on any part of said premises. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed not less often than is needed to maintain the lawn equal to or better in appearance than the surrounding neighborhood in general.

1.12. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within twenty (20) feet of any adjoining lot line.

1.13. No television antennas shall be attached to the exterior of any residence. No towers of any kind including, but not limited to, television, radio and/or microwave towers, or dish-type antennas, shall be erected, placed or maintained on any lot in said subdivision.

1.14. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level; provided, however, propane tanks for service to the entire subdivision, or for construction operations, may be located above ground.

1.15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, that they are limited in number so as not to because a nuisance or disturbance to others, and that they are not permitted to run loose.

1.16. No sign or billboard of any kind shall be erected or maintained on any lot except (i) signs approved by the Architectural Control Committee; and (ii) signs used by Owner, its successors and/or assigns, to advertise lots in residences for sale during the construction and initial sales period.

1.17. No lot owner shall impair any easement without first obtaining the written consents of the Architectural Control Committee and the lot owner or owners for whose benefit such easement exists.

1.18. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage or basement. However, rubbish, debris, combustible and non-combustible, and garbage may be stored in outside containers if approved by the Architectural Control Committee. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may from time to time be established by the Architectural Control Committee or their successors and assigns.

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1.19. No well for the production of gas, water, oil or otherwise, whether intended for temporary or permanent purposes, shall be drilled or maintained on any lot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

1.20. No individual water supply system or sewage disposal system shall be permitted on any lot without prior written approval by the Architectural Control Committee and Hamilton County, and, if approved, will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health. No geothermal system shall be installed without prior approval by all applicable agencies. Solar heating systems of any nature must be approved by the Architectural Control Committee as to design and aesthetic quality prior to construction. Lot owners are hereby advised that solar heating systems will not be approved unless their design blends aesthetically with the structure and adjacent properties.

Article 2. Lake Covenants and Restrictions

2.01. Certain areas marked D.U. & S.E. shown on the plats of Northfield Estates may include storm water detention areas designed so as generally to retain water and have the appearance of a lake.

2.02 No owner of any lot in Northfield Estates shall do or permit to be done any action or activity which could result in the pollution of any lake, diversion of water, change in elevation of the water 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, or otherwise impair or interfere with the use of such lake for drainage and related purposes for the benefit of the property owners in Northfield Estates.

2.03 No boating, fishing, swimming or other recreational activity shall be conducted in, on or above said lake area.

2.04 The Architectural Control Committee may from time to time establish rules regarding the use of any lake and related drainage and utility easement area in Northfield Estates, provided such rules are not in conflict with the rules contained herein, are reasonably established to protect the safety and welfare of the residents of Northfield Estates and their guests as well as any other person or property in the vicinity of the lake and related drainage and utility easement area and/or are established to assure the continued service of the area for the purpose for which it was designed.

2.05 The Architectural Control Committee or the Town of Fishers, Indiana shall have the authority to institute an action for injunction to abate any activity in violation of these plat restrictions and covenants or any rules and regulations regarding the use and maintenance of any lake and related drainage and utility easement areas in Northfield Estates that have

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been established pursuant to the provisions hereof, or to seek mandatory relief for the correction of any damage caused to such lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgment shall be entitled to costs of the action together with reasonable attorneys' fees.

Article 3. Architectural Control Committee

An Architectural Control Committee shall be established to carry out the functions set forth for it in these Plat Restrictions and Covenants.

3.01. The Architectural Control Committee shall be composed of 3 members who initially shall be appointed by the undersigned.

3.02. The members of said Architectural Control Committee shall serve until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Architectural Control Committee, his successor shall be appointed by the remaining members of the Committee within six (6) months of the incapacity, death or resignation of a member. In the event of the incapacity, resignation or death of a member of the Committee, and his successor is not appointed within six (6) months thereafter, the successor member shall be appointed by the owners of a majority of the lots in said subdivision.

3.03. The Architectural Control Committee shall have the sole and exclusive right to establish grades and slopes on all lots in said subdivision and to fix the grade at which any residence shall hereafter be erected or placed thereon so that the same may conform to the general plan of development. All such grades and slopes shall be established on the engineering plans submitted to and approved by the Architectural Control Committee.

3.04. In requiring the submission of detailed plans and specifications as herein set forth, the parties hereto have in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision, and in approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Control Committee, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in said subdivision as a whole.

3.05. All plans and specifications submitted to the Architectural Control Committee for consideration must be prepared by a registered architect or civil engineer, or by an experienced draftsman in form generally used by architects and engineers, except that proposals for exterior changes that generally would be made without the need for detailed plans and specifications, such as repainting a building with a different

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color plan or replacing a mailbox and post may be made without the submission of professionally prepared plans and specifications provided, however, that the Architectural Control Committee reserves the right to require the proposer to provide the opinion of a professional architect, surveyor or engineer in support of any proposal before giving its approval.

3.06. The Architectural Control Committee approval or disapproval as required in these Covenants shall be in writing, and any determination made by the Architectural Control Committee in good faith shall be binding on all parties in interest. If the Architectural Control Committee shall fail to approve or disapprove, or request additional information with respect to any proposed plans and specifications within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of said Committee.

3.07. Notwithstanding compliance with the foregoing minimum living area requirements, the Town of Fishers shall not issue an Improvement Location Permit for any dwelling upon any lot in this development, nor shall any dwelling be constructed unless the building and site plans presented by the lot owner have been approved by and bear the stamp of approval of the Architectural Control Committee, or its duly authorized representative, which approval and stamp shall be substantially the following form, to wit:

THIS SITE AND BUILDING PLAN FOR LOT_____IN NORTHFIELD ESTATES HAS BEEN APPROVED FOR PERMITS AND CONSTRUCTION BY _____ ONLY, AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, ALL AS REQUIRED BY THE PLAT.

NORTHFIELD ESTATES ARCHITECTURAL CONTROL COMMITTEE

By_____

or the building plans are essentially the same as those having blanket approval by the Architectural Control Committee for any lot in Northfield Estates.

3.08. The Architectural Control Committee, in addition to those remedies granted to it by law, such as the pursuit of court-ordered injunctions and other judicial relief, shall have the right in the event of any action or condition which the Architectural Control Committee or their successors and assigns determine to be in violation of these restrictions, to enter the property upon which violation is deemed by it to exist and to summarily abate and remove, at the expense of the owner thereof, the structure or condition deemed by it to be in violation hereof, and said Architectural Control Committee or their successors and assigns shall not by reason thereof be guilty in any manner of trespass for such entry, abatement or removal, or liable for damages by reason thereof, to any person whomsoever. Any failure to enforce these restrictions shall not be deemed a waiver thereof or any acquiescence in, or consent to, any continuing, further or succeeding violation hereof. If, in the opinion of the

Architectural Control Committee, by reason of the shape, dimensions or topography of a particular lot in the subdivision, enforcement of these restrictions with respect to size of structure would constitute a hardship, the Architectural Control Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of this subdivision as a desirable subdivision.

3.09. Section 1 of Northfield Estates may contain certain open space lying within the plat and certain landscaped areas lying within the adjacent public rights-of-way. In addition, landscape easement areas may be imposed on portions of certain lots located in said Section 1. The Architectural Control Committee shall have the right to enter onto such open space, public rights-of-way and landscape easement areas from time to time as it deems necessary for purposes of maintaining all open space, landscaped areas and landscape easement areas described above which are located in Northfield Estates, Section 1, and may participate in the reasonable and proper maintenance of all other open spaces, landscaped areas and landscape easement areas located in other sections of Northfield Estates. In addition, the Architectural Control Committee, upon the approval of a majority of the lot owners in Northfield Estates, may provide other services such as trash collection and snow removal.

The plat of Section 1 of Northfield Estates may contain certain areas marked "D.U. & S.E. (Drainage, Utility and Sewer Easement)". The Architectural Control Committee and its agents, employees or subcontractors shall have the right to enter onto any such areas as it deems necessary or desirable for the purpose of maintaining same, or otherwise clearing obstructions that impede or might impede the designed flow of storm water across such areas.

In order to provide the funds necessary to pay for the services described in this paragraph, as well as other provisions of these Restrictions and Covenants, the Architectural Control Committee shall be empowered to levy, assess and collect from each and every lot owner in said Northfield Estates, such sums as may be approved by a vote of not less than 75% of the owner occupants of residences in Northfield Estates. Any amount so assessed or levied shall become a lien on each lot. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Architectural Control Committee, or a majority of the members thereof, may cause to be filed with the Hamilton County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage forclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to the payments which became due prior to such sale or transfer period. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

3.10. The Architectural Control Committee has the power to expend its money on the reasonable care and proper maintenance of the open space, landscaped areas and "easement areas", including drainage, utility and sewer easement areas in any section of the Northfield Estates subdivision, and such other community services approved by a majority of the lot owners in Northfield Estates. The Architectural Control Committee herein established may act as the Architectural Control Committee of any other section or sections of Northfield Estates and may establish a combined budget for the joint maintenance of open spaces, landscaped areas and "easement areas" and the providing of other approved services as described above, and divide the cost of same among the lot owners in all sections of Northfield Estates which participate in the combined budget.

3.11. Any and all of the rights, powers, duties and obligations which, in this instrument are assumed by, reserved to or given to the Architectural Control Committee may be assigned or transferred to any one or more corporations or associations which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which instrument shall be recorded and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by said Architectural Control Committee. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns or said Architectural Control Committee, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by said Architectural Control Committee. The right of assignment hereby reserved to the Architectural Control Committee is so reserved to the end that the rights, powers, duties and obligations reserved or given to it may be assigned to an association or corporation formed by the owners of lots in said subdivision or in said subdivision together with contiguous subdivisions, for the purpose of accepting said assignment; and such assignment may be made at such time as the Architectural Control Committee may determine. Whenever in this instrument reference is made to said Architectural Control Committee, such reference shall be deemed to include the successors and assigns of said Committee.

Article 4. Other Conditions.

4.01. These covenants and restrictions shall be taken to be real covenants running with the land and shall be binding upon all parties, persons and corporations owning or acquiring land in said subdivision, and their heirs, executors, administrators, successors and assigns until December 31, 1998, and these restrictions shall be automatically extended in their entirety for successive periods of ten (10) years unless by appropriate instrument and writing, and consenting to their termination in whole or in part, shall be filed for record, executed and acknowledged by the owners of not less than a majority of the lots.

4.02. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be sufficient reason for any other person or persons owning any lot in said subdivision to initiate proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and to prevent him or them from so doing, or to cause the removal of any violation and to recover damages or other dues for such violation or attempted violation.

4.03. All transfers and conveyances of each and every lot of said subdivision shall be made subject to these covenants and restrictions.

4.04. It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

4.05. All costs of litigation and attorney's fees resulting from violation of these Covenants shall be the financial responsibility of the lot owner or owners found to be in violation.

4.06. Any corporation or association which may be the transferee or assignee as provided in the preceding paragraph shall have the same power to levy, assess and collect funds from lot owners and to expend such funds as are set forth in paragraphs 3.09 and 3.10 hereof for the Architectural Control Committee. In addition, any transferee or assignee that is a non-profit association in which the owners of lots in Northfield Estates have the right to elect the trustees of the association on a one-vote-per-lot basis shall have the right to levy, assess and collect an amount not to exceed one hundred dollars ($100.00) per year from each and every lot owner in said Northfield Estates for purposes of carrying out its responsibility to the lot owners, provided such power shall not be effective unless persons making up a majority of the Board of Trustees are owner-occupants of Northfield Estates, and provided further that such limit of one hundred dollars ($100.00) per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of October 1988.

4.07. Any property owner's association formed for the purpose of maintaining and carying for all open space, landscaped areas and easement areas in Section 1 of Northfield Estates and otherwise to protect the interests of the owners of lots in Section 1 of Northfield Estates may include in its membership the owners of lots in other sections of Northfield Estates, provided such lots in other sections of Northfield Estates are subject to Plat Restrictions that are the same as the Plat Restrictions for Section 1 of Northfield Estates and to a Declaration of Covenants, Conditions and Restrictions that is essentially the same as this Declaration of Covenants, Conditions and Restrictions.

4.08. Wherever in the drawings and documents recorded as the plat of Northfield Estates, Section 1, statements appear to conflict with, or be inconsistent with, this Declaration, then the statements in this Declaration shall prevail.

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IN WITNESS WHEREOF, the said Republic Development Corporation, an Ohio corporation, has caused this instrument to be executed by its respective duly authorized representative this 23rd day of AUGUST 1989.

Signed, Acknowledge and Delivered in the Presence of:

REPUBLIC DEVELOPMENT CORPORATION, an Ohio Corporation

By: Richard D. Arnos
Richard D. Arnos, Chairman

STATE OF Ohio
§
COUNTY OF Lucas

Before me, a Notary Public in and for said County and State, personally appeared Richard D. Arnos, Chairman of Republic Development Corporation, who acknowledged that he did sign said instrument as such Chairman of said Reupblic Development Corporation, on behalf of said corporation and by authority of its Board of Directors, and that said instrument is the voluntary act and deed of said Richard D. Arnos as such officer and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official this 23rd day of August 1989.

Jean M. Dicus
Notary Public

NOTARIAL SEAL · STATE OF OHIO

JEAN M. DICUS
Notary Public, State of Ohio
My Comm. Expa. Oct. 31, 1993

This instrument prepared by:
Republic Development Corporation
3150 Republic Blvd. N., Suite 2
Toledo, Ohio 43615

8918540

NORTHFIELD ESTATES
SECTION 1

This Instrument Recorded 8-25 1989
Sharon K. Cherry, Recorder, Hamilton County, IN

LAND DESCRIPTION

A part of the Southeast Quarter of Section 2, Township 17 North, Range 4 East, in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Southwest Corner of said Southeast Quarter Section; thence South 89 degrees 58 minutes 34 seconds East (Assumed Bearing) along the South line of said Southeast Quarter Section a distance of 658.37 feet to a point that lies 581.13 feet West of the Southeast Corner of the Southwest Quarter of said Southeast Quarter Section (said point also being the Southwest Corner of the Gruber property per Deed Record 175, Page 74 in the Office of the Recorder of said County); thence on the following five (5) courses along the West and North lines of said Gruber tract: 1) North 00 degrees 52 minutes 16 seconds West a distance of 1322.36 feet; 2) South 89 degrees 54 minutes 31 seconds West a distance of 0.63 feet; 3) North 00 degrees 39 minutes 32 seconds West a distance of 519.27 feet; 4) North 89 degrees 54 minutes 31 seconds East parallel with the South line of the North one-half of said Southeast Quarter Section, a distance of 626.64 feet to the Beginning Point; thence 5) North 89 degrees 54 minutes 31 seconds East parallel with the South line of the said North one-half Quarter Section a distance of 724.36 feet to the Northwest Corner of a 2.288 acre parcel of land conveyed to Cindy and Bruce Schemehorn from Maude Gruber by Warranty Deed recorded in Book 312, Page 745 in said Office of the Recorder; thence on the following two (2) courses along the West and South line of said Schemehorn parcel: 1) South 00 degrees 06 minutes 49 seconds West parallel with the East line of said Southeast Quarter Section, a distance of 198.67 feet (deed) 198.74 (measured) to the Southwest Corner of said Schemehorn parcel; 2) South 89 degrees 58 minutes 34 seconds East, parallel with the South line of said Southeast Quarter Section, a distance of 500.00 feet to the East line of said Southeast Quarter Section, said point being the Southeast Corner of said Schemehorn parcel; thence South 00 degrees 06 minutes 49 seconds West along said East line a distance of 100.00 feet to the Northeast Corner of a 2.296 acre parcel of land conveyed to Terry and Jeanette L. Dickson from Ronald L. and Patty J. Fisher by a Warranty Deed recorded as Instrument #83-9936 in Book 338, Page 479 in said Office of the Recorder; thence on the following two (2) courses along the North and West lines of said Dickson parcel: 1) North 89 degrees 58 minutes 34 seconds West, parallel with the South line of said Southeast Quarter Section, a distance of 500.00 feet; 2) South 00 degrees 06 minutes 49 seconds West, parallel with the East line of said Southeast Quarter, a distance of 275.00 feet to the North line of a 5.143 acre parcel of land conveyed to Preston W. and Brenda M. Black from Maude Gruber by a Warranty Deed recorded as Instrument #84-12839 in Book 345, Page 160 in said Office of the Recorder; thence along the North line of said Black parcel North 89 degrees 58 minutes 34 seconds West, parallel with the South line of said Southeast Quarter Section, a distance of 30.00 feet; thence South 00 degrees 06 minutes 49 seconds West, parallel with the East line of said Southeast Quarter Section, a distance of 103.92 feet; thence South 85 degrees 00 minutes 00 seconds West a distance of 405.93 feet; thence South 68 degrees 15 minutes 50 seconds West a distance of 65.63 feet; thence South 62 degrees 20 minutes 01 seconds West a distance of 94.10 feet; thence South 55 degrees 00 minutes 00 seconds West a distance of 50.00 feet; thence South 59 degrees 36 minutes 28 seconds West a distance of 85.06 feet; thence North 57 degrees 47 minutes 13 seconds West a distance of 96.08 feet; thence North 14 degrees 25 minutes 29 seconds West a distance of 65.01 feet; thence North 50 degrees 45 minutes 47 seconds West a distance of 108.25 feet; thence South 40 degrees 30 minutes 52 seconds West a distance of 52.95 feet; thence North 38 degrees 29 minutes 09 seconds West a distance of 120.46 feet; thence North 72 degrees 31 minutes 26 seconds West a distance of 63.78 feet; thence North 18 degrees 00 minutes 00 seconds West a distance of 139.26 feet; thence North 47 degrees 46 minutes 30 seconds East a distance of 125.68 feet; thence North 75 degrees 00 minutes 00 seconds East a distance of 150.00 feet; thence South 15 degrees 00 minutes 00 seconds East a distance of 28.06 feet; thence North 75 degrees 00 minutes 00 seconds East a distance of 190.00 feet; thence North 15 degrees 00 minutes 00 seconds West a distance of 247.46 feet; thence North 00 degrees 05 minutes 29 seconds West a distance of 78.91 feet to the Beginning Point containing 15.538 acres, more or less.

THIS SUBDIVISION CONSISTS OF 37 LOTS, NUMBERED 1 THROUGH 37
TOGETHER WITH STREETS AND EASEMENTS AS SHOWN HEREON.

EXHIBIT A

89 025111

NORTHFIELD ESTATES,

A SINGLE FAMILY RESIDENTIAL DEVELOPMENT

IN THE TOWN OF FISHERS, HAMILTON COUNTY, INDIANA

PUREOSE OF DOCUMENT: To describe the amendments being applied to the By-Laws for Sections 1, 2, 3 and 4 of the Northfield Estates subdivision located in the Town of Fishers, Hamilton County, Indiana. These amendments were approved by a 66 2/3% vote of the Northfield Estates lot owners in attendance at the annual meeting on October 12, 1999 as defined in Article 11.03. The amendments were created by the Northfield Estates Board of Directors on October 26, 1998.

DOCUMENTS BEING AMENDED: The By-Laws of the Northfield Estates Homeowners' Association, Inc.

AMENDMENTS

Article 1. Definitions

1.03. Covenants, Conditions & Restrictions. The Declaration of Covenants, Conditions and Restrictions for Section 1 of Northfield Estates recorded in the public records of Hamilton County, Indiana on August 25. 1989 as Instrument #89-18540, the Declaration of Covenants, Conditions and Restrictions for Section 2 of Northfield Estates recorded in the public records of Hamilton County, Indiana on January 11, 1991 as Instrument #91-29184, the Declaration of Covenants, Conditions and Restrictions for Section 3 of Northfield Estates recorded in the public records of Hamilton County, Indiana on May 21, 1992 as Instrument #92-19349, the Declaration of Covenants, Conditions and Restrictions for Section 4 of Northfield Estates recorded in the public records of Hamilton County, Indiana on November 17, 1992 as Instrument #92-45454, the amendments to the Declaration of Covenants, Conditions and Restrictions for Sections 1,2, 3 and 4 of Northfield Estates recorded in the public records of Hamilton County, Indiana on December 21, 1998 as Instrument #9809873623 together establish certain requirements and limitations of use of the Property and shall hereinafter be referred to collectively as the "Declarations".

Article 4. Board of Directors

Article 4.02d is being amended.

4.02. Powers of the Board. The Board of Directors shall have the power to:

(d) Assess a late fee of $25.00 for assessments which are not paid within thirty (30) days after the due date and then every three months thereafter where the homeowner has received a follow-up collection letter at fifteen (15) days. File and foreclose the Association's lien for unpaid assessments against any property for which such assessments are not paid within sixty (60) days after the due date thereof, or bring an action at law against the party personally obligated to pay the same.

Article 4.04 is being amended.

4.04. Number. There shall be four (4) Directors. All of the Directors shall be Members or representatives of Members who are not individuals.

Article 4.05 sentence four (4) is being amended. The sentence is being changed to read as follows: “At each annual meeting thereafter, the Members shall elect two (2) Directors who shall sit for a term of two (2) years.

Article 7. Officers and Their Duties

Articles 7.01 and 7.03 are being amended.

7.01. Enumeration of Officers. The officers of this Association shall be a president and a vice-president, a secretary, a treasurer, a social chairman and such other officers as the Board of Directors may from time to time by resolution create.

7.03. Term. Each officer of the Association shall serve a two year term, unless any such officer resigns, is removed or is otherwise disqualified to serve. The positions of president and social chairman will be elected in even numbered years. The positions of vice president, secretary and treasurer will be elected in odd numbered years.

Article 7.08e is being amended.

7.08. Duties The duties of the officers shall be as follows:

(e) Social Chairman The Social Chairman shall organize at least two all neighborhood social events during each year. This shall be a nonvoting position.

IN WITNESS WHEREOF, the Northfield Estates Homeowners’ Association, Inc. has caused this instrument to be duly executed this 19 day of November, 1999.

Signed and acknowledged in the presence:

Northfield Estates Homeowners’ Association, Inc.

Douglas E. Scherer

Samuel Barg

Douglas Krantz

2024031336 AMEN $25.00
08/21/2024 03:45:01PM 13 PGS
Trini Beaver
Hamilton County Recorder IN
Recorded as Presented

JMZ

Cross Reference:
Northfield Estates Section One, Declaration of Covenants, Instrument #8918540
Northfield Estates Section Two, Declaration of Covenants, Instrument #9129184
Northfield Estates Section Three, Declaration of Covenants, Instrument #9219349
Northfield Estates Section Four, Declaration of Covenants, Instrument #9245454
Northfield Estates, First Amendment, Instrument #9809873623
Northfield Estates, Second Amendment, Instrument #200200070801
Northfield Estates, Section One, Plat, Instrument #8918865
Northfield Estates, Section One, Plat Certificate of Correction, Instrument #1991026050
Northfield Estates, Section Two, Plat, Instrument #9129183
Northfield Estates, Section Three, Plat, Instrument #9219350
Northfield Estates, Section Four, Plat, Instrument #9245455
Northfield Estates, Section One, Assignment, Instrument #9356881
Northfield Estates, Section Two, Assignment, Instrument #9356882
Northfield Estates, Section Three, Assignment, Instrument #9356883
Northfield Estates, Section Four, Assignment, Instrument #9356884

THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTHFIELD ESTATES, A SINGLE FAMILY RESIDENTIAL DEVELOPMENT

The undersigned, Northfield Estates Homeowners' Association, Inc., an Indiana non-profit corporation (the "Association"), makes this Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Northfield Estates, A Single Family Residential Development ("Third Amendment") effective as of the date set forth below.

W I T N E S S E T H:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Northfield Estates Section One was recorded on August 25, 1989, as Instrument Number 8918540 in the Office of the Recorder of Hamilton County;

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Northfield Estates Section Two was recorded on November 1, 1991, as Instrument Number 9129184 in the Office of the Recorder of Hamilton County;

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Northfield Estates Section Three was recorded on May 21, 1992, as Instrument Number 9219349 in the Office of the Recorder of Hamilton County;

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Northfield Estates Section Four was recorded on November 17, 1992, as Instrument Number 9245454 in the Office of the Recorder of Hamilton County (collectively, with the Declarations of Covenants, Conditions, and Restrictions for Northfield Estates Sections One, Two, and Three, as amended, the "Declaration");

WHEREAS, the Declaration was amended for the first time by a document recorded on December 21, 1998, as Instrument Number 9809873623 in the Office of the Recorder of Hamilton County;

WHEREAS, the Declaration was amended for the second time by a document recorded on September 27, 2002, as Instrument Number 200200070801 in the Office of the Recorder of Hamilton County;

WHEREAS, a Plat for Northfield Estates Section One was recorded on August 30, 1989, as Instrument Number 8918865 in the Office of the Recorder of Hamilton County;

WHEREAS, a Certificate of Correction for the Plat for Northfield Estates Section One was recorded on October 2, 1991, as Instrument Number 1991026050 in the Office of the Recorder of Hamilton County;

WHEREAS, a Plat for Northfield Estates Section Two was recorded on November 1, 1991, as Instrument Number 9129183 in the Office of the Recorder of Hamilton County;

WHEREAS, a Plat for Northfield Estates Section Three was recorded on May 21, 1992, as Instrument Number 9219350 in the Office of the Recorder of Hamilton County;

WHEREAS, a Plat for Northfield Estates Section Four was recorded on November 17, 1992, as Instrument Number 9245455 in the Office of the Recorder of Hamilton County;

WHEREAS, an assignment by the Architectural Control Committee for Northfield Estates Section One was recorded on November 17, 1993, as Instrument Number 9356881 in the Office of the Recorder for Hamilton County;

WHEREAS, an assignment by the Architectural Control Committee for Northfield Estates Section Two was recorded on November 17, 1993, as Instrument Number 9356882 in the Office of the Recorder for Hamilton County;

WHEREAS, an assignment by the Architectural Control Committee for Northfield Estates Section Three was recorded on November 17, 1993, as Instrument Number 9356883 in the Office of the Recorder for Hamilton County;

WHEREAS, an assignment by the Architectural Control Committee for Northfield Estates Section Four was recorded on November 17, 1993, as Instrument Number 9356884 in the Office of the Recorder for Hamilton County;

WHEREAS, the Declaration may be amended by a vote of fifty-one percent (51%) of the Lot Owners in Northfield Estates; and

WHEREAS, more than fifty-one percent (51%) of the Lot Owners in Northfield Estates have approved this amendment to the Declaration.

THEREFORE, in consideration of the foregoing, the Declaration shall be, and hereby is, amended as follows:

1. The recitals set forth above are hereby incorporated as a substantive part of this Amendment.

2. The following new Section 1.28 is hereby added to Article I of the Declaration:

1.28 Purpose of Lease Restrictions. The Members of Northfield Estates Homeowners' Association, Inc. ("Association") recognize the personal benefits and real property value of residing in the established, stable neighborhood of the Northfield Estates subdivision, including the sense of community built between long-time neighbors that motivates residents to continue to invest in and maintain their individual properties and conduct themselves in a manner that enhances the entire neighborhood. They recognize that they share the same proprietary interest in respect of their homes and the Common Areas and want to maintain the residential character of the subdivision by limiting investment purchasers, institutional buyers, and others from buying properties within the Northfield Estates subdivision solely for the purpose of leasing or renting the properties in the subdivision. For these reasons, the restrictions and requirements contained in this Article 1.28 shall apply to the leasing or renting of Dwelling Units in the Northfield Estates subdivision and are in addition to and not in replacement of any other rights or obligations contained in the Legal Documents (as defined below) not in conflict with this Article 1.28.

(i) Lease Restrictions.

(1) Lot Owner Occupied. For a period of five (5) years after the date the Lot Owner receives legal title to the Lot, the Lot Owner cannot lease or rent his/her Lot or Dwelling Unit. During the five (5) year period, the Dwelling Unit must be used as the principal residence of at least one of the Lot Owners, meaning that the Lot Owner(s) lives in the Dwelling Unit for the majority of each year during that period ("Principal Residence"). The Lot Owner's spouse or significant other; the Lot Owner's children; guests/visitors of such Lot Owner(s); roommates; and any live-in caretaker of any of the above persons may also live in the Dwelling Unit during that period, provided that a Lot Owner resides in the Dwelling Unit as his/her Principal Residence at the same time.

For purposes of this Article 1.28, if a Dwelling Unit is legally titled in a trust, the Lot Owner is considered to be the grantor or settlor of the trust. In that event, the Dwelling Unit must be used as the Principal Residence by at least one of the Lot Owners and/or at least one (1) primary beneficiary of such trust for a period of five (5) years after the date the trust receives legal title to the Lot, unless the Lot Owner has already met the Principal Residence requirement set forth in the first paragraph of this Article 1.28(i). For purposes of this Article 1.28, if a Dwelling Unit is legally titled in a corporation, partnership, or other similar entity, the Lot Owner of the Dwelling Unit is the owner of the entity with the majority interest in the entity and does not include representatives, employees, agents or guests of the entity. In that event, the Dwelling Unit must be used as the Principal Residence by at least one of the Lot Owners unless the Lot Owner has already met the Principal Residence requirement set forth in the first paragraph of this Article 1.28(i).

During the five (5) year required Principal Residence period, the Dwelling Unit may not be occupied by anyone renting, leasing, leasing to own or purchasing on contract the Dwelling Unit, unless the Purchase Contract is legally and unconditionally enforceable against the buyer and the Purchase Contract is properly recorded with the Hamilton County, Indiana Recorder's Office.

(2) Leases to be in Writing. All leases and renewals of leases, including renewals of any lease in place prior to the effective date of this Article 1.28 (each, a "Lease"), shall be in writing, and no Lease shall be entered into for a term of less than one (1) year without the prior written approval of the Association's Board of Directors ("Board"). Under no circumstances shall a Dwelling Unit be used for transient purposes, hotel purposes, as a short-term vacation rental or as a boarding house. A Dwelling Unit may be leased only in its entirety.

(3) Cannot Rent if Delinquent or in Violation. No Lot Owner is permitted to lease or rent his/her Dwelling Unit if the Lot Owner is delinquent in paying any assessments or other charges due to the Association at the time the Lease is signed and executed. No Lot Owner is permitted to lease his/her Dwelling Unit if the Lot Owner is in violation of the legal documents of the Association (i.e., the Declarations [including this Article 1.28], By-Laws, Articles of Incorporation, Architectural Design Guidelines, and any other rules and regulations of the Association promulgated by the Board) ("Legal Documents") at the time the Lease is signed and executed. If at any time thereafter a Lot Owner becomes delinquent in paying any assessments or other charges due to the Association or is in violation of any of the Legal Documents after the cure period of such violation allowed under the applicable Legal Document(s), if any, has expired, the Board shall have the right to revoke said Lot Owner's right to lease the Lot Owner's Dwelling Unit, even during the term of a Lease, and the Lot

Owner shall be solely liable for any costs or damages owed to any party or third party beneficiary to such Lease.

(4) Lot Owner to Provide Tenant with Association's Legal Documents. The Lot Owner shall provide copies of the Legal Documents to the Tenant at least ten (10) Business Days prior to the Tenant's execution of the Lease, together with contact information for the Association. During the term of such Lease, the Lot Owner shall promptly provide the Tenant with any and all additional rules and regulations that the Board may promulgate, in its sole discretion and in accordance with the Legal Documents, as it deems reasonably necessary or appropriate concerning the implementation and enforcement of this Article 1.28 and the Legal Documents, along with all other written notices or communications from the Board to the Lot Owner reasonably related to this Article 1.28 and/or the Lease.

(5) Leases to be Subject to Association's Legal Documents. All Leases shall incorporate by reference and be made expressly subject to and subordinate to, in all respects, the terms of the Legal Documents to the same extent as if the Tenant were a Lot Owner and a Member of the Association. All Leases shall include a provision that, in addition to any other events of default contained in the Lease, a violation of anything contained in the Legal Documents or the violation of any zoning, nuisance, criminal, or any other applicable law or ordinance relating to the peaceful enjoyment and protection of the Members and their real and personal property in the Northfield Estates subdivision shall constitute an event of default under the Lease, which may be directly enforced by the Association or by any Lot Owner against the Tenant, with or without joinder of the Lot Owner of such Lot. Said provision shall state that the Association and each Lot Owner other than the Lot Owner party to the Lease are third-party beneficiaries to the Lease, and as such, each shall have the right to pursue all remedies provided in the Lease; the Legal Documents (including this Article 1.28); at law; or in equity, including but not limited to, eviction of any Tenants or non-Lot Owner occupants in violation. If these provisions described in this Article 1.28(i)(5) are not expressly stated in the Lease, they shall be deemed to be in the Lease as valid and effective terms.

(6) Provide Copies of Proposed and Executed Leases to the Association. Any Lot Owner seeking to lease or rent his/her Dwelling Unit shall provide the Board or Managing Agent with a copy of the proposed Lease; provided that receipt by the Board of such proposed Lease does not relieve the Lot Owner, and is not a waiver of, any requirements or obligations set forth in this Article 1.28 or the Legal Documents, including those contained in Article 1.28(i)(7). The proposed Lease shall show the name(s) of the Tenant(s) and all other persons authorized to reside in the Dwelling Unit. Within ten (10) Business Days following execution of any Lease, the Lot Owner shall provide the Board

with a copy of such Lease, which must be substantially similar to the previously-provided proposed Lease. Copies of proposed and executed Leases provided to the Board may have the rent or compensation exchanged redacted and must have the personal information of Tenant(s), including but not limited to social security numbers and birthdates, redacted (other than the names and contact information of Tenant(s) and all other persons authorized to reside in the Dwelling Unit).

(7) Rental Cap Limit; Waiting List. No more than twelve (12) Dwelling Units in the Northfield Estates subdivision ("Rental Cap") may be leased/rented at any point in time. Prior to the execution of any new Lease, and in addition to the requirements set forth in this Article 1.28, the Lot Owner must notify the Board or Managing Agent in writing as to the Lot Owner's intent to lease or rent his/her Dwelling Unit. After receiving a copy of the proposed Lease by Lot Owner as set forth in Article 1.28(i)(6) above, the Board or Managing Agent shall provide written notice to the Lot Owner if the Dwelling Unit may be leased or whether the Rental Cap has been reached. If the Rental Cap has been reached, the Lot Owner shall have five (5) Business Days from the date of such notice to make a written request to the Board or Managing Agent to be placed on a waiting list maintained by the Board or Managing Agent, which list shall consist of Lot Owners seeking to lease or rent their Dwelling Units ("Waiting List"). The Lot Owner will be placed on the Waiting List in priority order based on the date of the Board's or Managing Agent's receipt of such request from the Lot Owner, first-come first-served, and the Board or Managing Agent shall notify the Lot Owner in writing of that Lot Owner's position on the Waiting List. Notwithstanding the above, Leases may be renewed to existing Tenants without having to be placed on the Waiting List, provided the renewal Lease otherwise complies with the requirements of this Article 1.28 and the Legal Documents and the Lot Owner gives a copy of the renewal Lease to the Board within ten (10) Business Days of the Lease being renewed. The Association may charge Lot Owners a reasonable fee to review Leases for compliance with this Article 1.28 and the Legal Documents and to maintain the Waiting List.

No later than five (5) Business Days after the termination or expiration of a Lease, the Lot Owner of that Dwelling Unit shall notify the Board or Managing Agent in writing of such fact. That Dwelling Unit cannot be leased to a new Tenant until all prior Lot Owners on the Waiting List, if any, have had a chance to rent or lease their Dwelling Units. A Lot Owner on the Waiting List who receives written notice from the Board or Managing Agent of clearance to lease his/her Dwelling Unit shall either: (1) within ten (10) Business Days of the date of such notice, respond in writing declining the opportunity to lease his/her Dwelling Unit and releasing his/her position on the Waiting List; or (2) within sixty (60) days of the date of such notice, provide a copy of a proposed Lease to the Board or Managing Agent in accordance with Article 1.28(i)(6) and, within the same period, provide a

copy of an executed Lease substantially similar to the provided proposed Lease, or that Lot Owner will forfeit his/her position on the Waiting List.

(ii) Hardship Exceptions. The Board may use its sole discretion, reasonably applied, to grant an exception to one or more of the restrictions and/or requirements of this Article 1.28, for not more than one (1) year at a time, to a Lot Owner if the Board determines that the Lot Owner has a significant hardship. For purposes of this Article 1.28(ii), examples of a significant hardship include, but are not limited to:

(1) death of a Lot Owner or death of a Lot Owner's spouse or significant other;

(2) dissolution of a marriage of a Lot Owner(s);

(3) extreme financial or personal hardship;

(4) temporary, necessary relocation of the personal residence of a Lot Owner or a Lot Owner's spouse or significant other to a point outside of a fifty (50) mile radius of the city of Fishers, Indiana due to a change of employment, military deployment or retirement;

(5) temporary, necessary relocation of the personal residence of a Lot Owner, a Lot Owner's spouse or significant other, or a Lot Owner's dependent child or children to a point outside of a fifty (50) mile radius of the city of Fishers, Indiana due to mental or physical illness, infirmity or disability; or

(6) any other legitimate significant hardship as reasonably determined solely by the Board.

(iii) Lot Owner Still Liable; Indemnification. No Lease shall provide, or be interpreted or construed to provide, for a release of the Lot Owner from his/her responsibility to the Association and/or to the other Lot Owners for compliance with the provisions of the Legal Documents (including this Article 1.28) or from the Lot Owner's liability to the Association for payments of assessments. Lot Owner shall defend, indemnify, and hold harmless, to the fullest extent of the law, the Association, all current and former Board members, all current and former Managing Agents, each other current and former Lot Owner, and the directors, officers, agents, employees, successors and assigns of each of them from and against any and all losses, costs, damages, injuries, liabilities, claims, demands, penalties, causes of action and interest charges thereon, including reasonable attorneys' fees, directly or indirectly arising out of, resulting from or related to, a Lease of Lot Owner's Dwelling Unit and/or the actions or inactions of Lot Owner, its Tenant(s), any other person(s) authorized in the Lease to reside in the Dwelling Unit, and/or any of their invitees.

(iv) Violations. If any Lot Owner leases his/her Dwelling Unit in violation of the provisions of this Article 1.28, the Association and/or any other Lot Owner may bring legal or equitable action for damages and/or to enjoin the violation and seek any other relief available according to the Legal Documents, at law, or in equity. In the event that legal counsel is retained by the Association and/or any other Lot Owner(s) to enforce the Legal Documents, the Association and/or any other Lot Owner(s), as applicable, shall each be entitled to an award from the Lot Owner of their applicable costs and attorneys' fees reasonably incurred, including as may be further provided for in Article 1.28(iii) and/or in the Legal Documents.

(v) Grandfathered Lot Owner. The Rental Cap restrictions contained in Article 1.28(i)(7) above do not apply to any Lot Owner who at the time of recording of this Article 1.28 is renting or leasing his/her Dwelling Unit ("Grandfathered Lot Owner"). However, all other Lease restrictions and requirements contained in this Article 1.28 shall apply to Grandfathered Lot Owners. In order to be "grandfathered", Lot Owners must deliver a copy of each executed Lease in effect on the Recording Date to the Board or Managing Agent within sixty (60) days after the Recording Date and shall furnish a copy of any Lease renewals within ten (10) Business Days after the date of Lease renewal. Copies of Leases and Lease renewals may have the rent or compensation exchanged redacted and must have the personal information of Tenant(s), including but not limited to social security numbers and birthdates, redacted (other than the name(s) and contact information of Tenant(s) and all other persons authorized to reside in the Dwelling Unit).

Notwithstanding the above, all Dwelling Units rented or leased by Grandfathered Lot Owners shall count toward the Rental Cap and the status of being "grandfathered" is not transferable. When a Grandfathered Lot Owner of any rented or leased Dwelling Unit sells, transfers or conveys title to such Dwelling Unit, the Grandfathered Lot Owner shall no longer be exempt from the Rental Cap restrictions and the Dwelling Unit shall immediately become subject to all restrictions and requirements in this Article 1.28.

(vi) Burden of Proof. The Board shall have the right to conduct a written audit of all Lot Owners, requiring Lot Owners to provide a written sworn statement or affirmation of (1) the current legal ownership of the Lot and contact information for the Lot Owner; and (2) any and all Leases or other rental or similar arrangements of any kind entered into by the Lot Owner for the Dwelling Unit during the period since the last audit, including the term of each Lease, rental or similar arrangement and the name(s) and contact information of the Tenant(s) and all other persons authorized to reside in the Dwelling Unit; provided that for the first such audit conducted by the Board, the Lot Owner shall certify as to all Leases, rentals, or similar arrangements entered into for the Dwelling Unit as of the Lot Owner's acquisition of legal title of the Lot. Failure to provide such written sworn statement or affirmation within sixty (60) days of receipt of such audit request shall be a violation of this Article 1.28. Nothing in this Article 1.28(vi) shall

prevent the Board and/or Managing Agent from reasonably investigating and addressing violations of this Article 1.28 by individual Lot Owners at any time.

For purposes of this Article 1.28, an occupancy of a Dwelling Unit (including occupancy pursuant to a rent-to-buy contract or similar arrangement or pursuant to any option to purchase) by anyone other than a Lot Owner and other allowed occupants as set forth in Article 1.28(i)(1), shall be deemed to be a Lease, rental or other similar arrangement, or unless the Lot Owner delivers to the Board a written purchase contract, conditional sales contract or similar contract whereby the occupant is unconditionally and presently legally obligated to purchase the Dwelling Unit and the Lot. The contract must be properly recorded with the Hamilton County, Indiana Recorder's Office to be deemed valid. Failure to properly record the contract will automatically deem the document to be a Lease for purposes of this Article 1.28.

(vii) Foreclosures. The provisions of this Article 1.28 shall not apply to the Association or to any institutional mortgage holder of any Lot that might come into possession of a Dwelling Unit by reason of foreclosure, judicial sale, lien foreclosure or deed in lieu of foreclosure, if such mortgage holder was in possession of the Dwelling Unit as of the Recording Date. This exemption is non-transferable. These provisions shall apply to all institutional mortgage holders after the Recording Date, but shall not apply to the Association.

(viii) Severability. If a court having proper jurisdiction holds a particular provision of this Article 1.28 unenforceable or invalid for any reason, that provision shall be modified only to the extent necessary in the opinion of such court to make it enforceable and valid. The remainder of this Article 1.28 shall be deemed valid and enforceable and shall be enforced to the greatest extent possible under the then-existing law. In the event the court determines such modification is not possible, the provision shall be deemed severable and deleted, and all other provisions of this Article 1.28 shall remain unchanged and in full force and effect.

Definitions

"Architectural Design Guidelines": The Architectural Design Guidelines of Northfield Estates Homeowners' Association, Inc. contained in the Declarations.

"Articles of Incorporation": The Articles of Incorporation of Northfield Estates Homeowners' Association, Inc. dated September 16, 1993.

"Association": Northfield Estates Homeowners' Association, Inc.

"Board": The Association's Board of Directors, as further described in the By-Laws.

"By-Laws": The By-Laws of Northfield Estates Homeowners' Association, Inc. dated October 15, 1993.

"Business Day": Any calendar day, except Saturdays, Sundays and official federal holidays.

"Common Areas": Amenities or spaces in Northfield Estates that are open for the use of all the Association's Members.

"Declarations": The Declaration of Covenants, Conditions and Restrictions for Section 1 of Northfield Estates recorded in the public records of Hamilton County, Indiana on 08/25/1989 as Instrument #89-18540; the Declaration of Covenants, Conditions and Restrictions for Section 2 of Northfield Estates recorded in the public records of Hamilton County, Indiana on 11/01/1991 as Instrument #91-29184, the Declaration of Covenants, Conditions and Restrictions for Section 3 of Northfield Estates recorded in the public records of Hamilton County, Indiana on 05/21/1992 as Instrument #92-19349, the Declaration of Covenants, Conditions and Restrictions for Section 4 of Northfield Estates recorded in the public records of Hamilton County, Indiana on 11/17/1992 as Instrument #92-45454, as amended, which together establish certain requirements and limitations of use of the property located in Northfield Estates.

"Dwelling Unit": Any structure or portion thereof designed for or used for residential purposes as a self-sufficient or individual unit by one (1) family or other social association of persons and having permanently installed sleeping, cooking, and sanitary facilities.

"Grandfathered Lot Owner": A Lot Owner who at the time of the Recording Date is renting or leasing his/her Dwelling Unit.

"Lease": An agreement between Lot Owner and one or more other parties for the exclusive use of one or more Lots by such other parties for a specified term in exchange for specified compensation to Lot Owner or his/her designee.

"Legal Documents": The legal documents of the Association (i.e., Declarations, By-Laws, Articles of Incorporation, Architectural Design Guidelines, and any other rules and regulations of the Association promulgated by the Board, as in effect at any given time).

"Lot": A lot of record or a tax parcel described by metes and bounds or separately in a survey which is recorded with the Hamilton County, Indiana Recorder's Office.

"Lot Owner": Person(s) or entity(ies) that hold legal title to a Lot.

"Managing Agent": Four Seasons Property Management LLC or any successor in interest designated by the Board.

"Member", "Members", or "Membership": One or more Northfield Estates Lot Owners.

"Northfield Estates": The Northfield Estates subdivision located in the City of Fishers, Hamilton County, Indiana.

"Principal Residence": The Dwelling Unit where a Lot Owner lives for the majority of the year.

"Purchase Contract": An agreement between Lot Owner and one or more other parties for the sale of one or more Lots to such other parties.

"Recording Date": The date this Article 1.28 is filed for recording with the Hamilton County, Indiana Recorder's Office.

"Rental Cap": A limit of no more than twelve (12) Dwelling Units in the Northfield Estates subdivision leased or rented at any point in time.

"Tenant": A party or parties who have the temporary exclusive use and occupation of a Lot, including residing in a Dwelling Unit, pursuant to a Lease.

"Waiting List": The waiting list maintained by the Board or Managing Agent consisting of Lot Owners seeking to lease or rent their Dwelling Units.

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IN WITNESS WHEREOF, we, the undersigned officers of Northfield Estates Homeowners' Association, Inc., do hereby execute this Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Northfield Estates, a Single Family Residential Development; and certify that proper notices of this amendment were sent to the members; and certify that the requisite vote of at least fifty-one percent (51%) of the total membership voted to approve this Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Northfield Estates, a Single Family Residential Development; and certify to the truth of the facts stated herein this 2nd day of August, 2024.

NORTHFIELD ESTATES HOMEOWNERS' ASSOCIATION, INC.

By: Jacqueline Simpson
(Signature of President)

Jacqueline Simpson
(Printed Name of President)

ATTEST:

(Signature of Secretary)

Chris Hinds
(Printed Name of Secretary)

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me a Notary Public in and for said County and state personally appeared Jacqueline S Simpson (*President*) and Chris Hinders (*Secretary*), President and Secretary respectively of Northfield Estates Homeowners' Association, Inc. who acknowledged execution of the foregoing Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Northfield Estates, a Single Family Residential Development, and who, have been duly sworn, stated the representations contained herein are true.

Witness my hand and Notarial Seal this 2 day of August, 2024.

July 18, 2031
Commission Expiration Date

Desiree Upshaw
Notary Public

Marion
County of Residence

Desiree Upshaw
Printed Name

NP0750223
Commission Number

DESIREE UPSHAW
Notary Public - Seal
Marion County - State of Indiana
Commission Number NP0750223
My Commission Expires Jul 18, 2031

I, hereby affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Robert D. Roache, II

This document prepared by:

Robert D. Roache, II
ROACHE & ASSOCIATES
581 S. Rangeline Rd., Suite A1
Carmel, IN 46032-2149
(317) 688-7082

Instrument
200200070801

NORTHFIELD ESTATES,
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
IN THE TOWN OF FISHERS, HAMILTON COUNTY, INDIANA

PURPOSE OF DOCUMENT: To describe the amendment being applied to the Declaration of Covenants, Conditions and Restrictions for Sections 1, 2, 3 and 4 of the Northfield Estates subdivision located in the Town of Fishers, Hamilton County, Indiana. This amendment was approved by a majority vote of the Northfield Estates lot owners present at the annual meeting on October 11, 2001. The amendment was created by the Northfield Estates Board of Directors.

DOCUMENTS BEING AMENDED: The Declaration of Covenants, Conditions and Restrictions for Section 1 of Northfield Estates recorded in the public records of Hamilton County, Indiana on 08/25/1989 as Instrument #89-18540, the Declaration of Covenants, Conditions and Restrictions for Section 2 of Northfield Estates recorded in the public records of Hamilton County, Indiana on 11/01/1991 as Instrument #91-29184, the Declaration of Covenants, Conditions and Restrictions for Section 3 of Northfield Estates recorded in the public records of Hamilton County, Indiana on 05/21/1992 as Instrument #92-19349, the Declaration of Covenants, Conditions and Restrictions for Section 4 of Northfield Estates recorded in the public records of Hamilton County, Indiana on 11/17/1992 as Instrument #92-45454 together establish certain requirements and limitations of use of the property and shall hereinafter be referred to collectively as the "Declarations".

AMENDMENT:

Article 1. Use Restrictions

Article 1.22 from the Declarations for Northfield Estates for all sections is being amended.

1.22. No fence may be erected on any lot in Northfield Estates without prior written approval from the Architectural Control Committee. Unless required by municipal ordinance, fences will be limited to 48 inches in height and composed of wood split rail (three rails) or wood picket. The attachment of light gauge wire fabric to a split rail fence for purposes of controlling pets will generally be approved. No fence will be approved that is nearer the street than the side of the residence facing the street. Section 1.17 requires written approval by owners of adjacent lots if the proposed fence encloses an easement.

200200070801
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
09-27-2002 12:40 pm.
AMEND DECLA 15.00

NORTHFIELD ESTATES,

A SINGLE FAMILY RESIDENTIAL DEVELOPMENT

IN THE TOWN OF FISHERS, HAMILTON COUNTY, INDIANA

PURPOSE OF DOCUMENT: To describe the amendments being applied to the Declaration of Covenants,. Conditions and Restrictions for Sections 1, 2, 3 and 4 of the Northfield Estates subdivision located in the Town of Fishers, Hamilton County, Indiana. These amendments were approved by a majority vote of the Northfield Estates lot owners on December 14, 1998 as defined in Article 4.01. The amendments were created by either Republic Development of Toledo, OH on August 25, 1989 or the Northfield Estates Board of Directors on October 26, 1998.

DOCUMENTS BEING AMENDED: The Declaration of Covenants, Conditions and Restrictions for Section 1 of Northfield Estates recorded in the public records of Hamilton County, Indiana on 08/25/1989 as Instrument #89-18540, the Declaration of Covenants, Conditions and Restrictions for Section 2 of Northfield Estates recorded in the public records of Hamilton County, Indiana on 11/01/1991 as Instrument #91-29184, the Declaration of Covenants, Conditions and Restrictions for Section 3 of Northfield Estates recorded in the public records of Hamilton County, Indiana on 05/21/1992 as Instrument #92-19349, the Declaration of Covenants, Conditions and Restrictions for Section 4 of Northfield Estates recorded in the public records of Hamilton County, Indiana on 11/17/1992 as Instrument #92-45454 together establish certain requirements and limitations of use of the property and shall hereinafter be referred to collectively as the “Declarations”.

AMENDMENTS

Article 1. Use Restrictions

Article 1.13 from the Declarations for Northfield Estates for all sections is being amended. Articles 1.22 through 1.27 are being added to the Declarations for Northfield Estates for all sections.

1.13. No television antennas shall be attached to the exterior of any residence. No towers of any kind including, but not limited to, television, radio and/or microwave towers, or dish-type antennas, shall be erected, placed or maintained on any lot in said subdivision. These restrictions do not include the small 18 inch satellite dish antennas. The Architectural Control Committee reserves the right to limit where the small dishes may be installed. Written approval by the Architectural Control Committee is required prior to installation.

1.21. Declarations for Sections 1, 2 and 3 do not contain an Article 1.21 for Use. Restrictions. An Article 1.21 for Sections 1,2 and 3 will not be added. Article 1.21 for Section 4 is still valid and is not being changed. New articles for Use Restrictions for all sections will start with Article 1.22.

1.22. No fence may be erected on any lot in Northfield Estates without prior written approval from the Architectural Control Committee. Unless required by municipal ordinance, fences will be limited to 42 inches in height and composed of wood split rail (three rails) or wood picket. The attachment of light gauge wire fabric to a split rail fence for purposes of controlling pets will generally be approved. No fence will be approved that is nearer the street than the side of the residence facing the street. Section 1.17 requires written approval by owners of adjacent lots if the proposed fence encloses an easement.

1.23. The construction or placement of any building or other structure separate from the residence dwelling is not allowed. This includes miniature barns and similar tool and yard equipment storage structures.

1.24. The installation of basketball backboards and goals by attachment to the residence dwelling structure is not allowed. Clear vinyl (see-through) type backboards mounted on metal poles generally will be approved if the requested location is satisfactory.

1.25. The installation of above ground swimming pools is not allowed.

1.26. Mailboxes and mailbox posts must be the standard design for the entire Northfield Estates subdivision.

1.27. Roofs must be the same color for all residence dwellings in the Northfield Estates subdivision.

Article 3. Architectural Control Committee

Article 3.01 from the Declarations for Northfield Estates for all sections is being amended.

3.01. The Architectural Control Committee shall be composed of three (3) members who initially shall be appointed by the undersigned. The vice-president of the Northfield Estates Homeowners' Association shall serve as chairman of the Architectural Control Committee.

Article 3.09, paragraph three (3), sentence one (1) from the Declarations for Northfield Estates for Sections 1, 2 and 3 is being amended. The sentence is being changed to read as follows. "In order to provide the funds necessary to pay for the services described in this paragraph, as well as other provisions of these Restrictions and Covenants, the Architectural Control Committee shall be empowered to levy, assess and collect from each and every lot owner in said North field Estates, such sums as may be approved by a vote of not less than 75% of the owner occupants of residences in Northfield Estates (1) in attendance at a properly notified meeting called for such purpose and (2) who return a marked ballot for such purpose."

Article 3.10 from the Declarations for Northfield Estates for Section 4 is being replaced to read as follows the changes to Article 3.10 are required so the article is consistent with Article 3.09 for Sections I, 2 and 3.

3.10. In order to provide the funds necessary to pay for the services described in this paragraph, as well as other provisions of these Restrictions and Covenants, the Architectural Control Committee shall be empowered to levy, assess and collect from each and every lot owner in said Northfield Estates, such sums as may be approved by a vote of not less than 75% of the owner occupants of residences in Northfield Estates (I) in attendance at a properly notified meeting called for such purpose and (2) who return a marked ballot for such purpose. Any amount so assessed or levied shall become a lien on each lot. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Architectural Control Committee, or a majority of the members thereof, may cause to be filed with the Hamilton County Recorder a Notice of Lien describing the lot and the amount due and executed in accordance with the formalities then required to record a lien against real estate. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to the payments which became due prior to such sale or transfer period. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

IN WITNESS WHEREOF, the said Northfield Estates Homeowners' Association has caused this instrument to be executed by its respective duly authorized representative this 21 day of

December 1998

Signed, Acknowledged and Delivered in the Northfield Estates Homeowners' Association

presence of:

Douglas Scherer, President

STATE OF INDIANA

COUNTY OF HAMILTON

Before me, a Notary Public in and for said County and State, personally appeared Douglas E. Scherer, President of the Northfield Estates Homeowners' Association, who acknowledged that he did sign said instrument as such President of said Northfield Estates Homeowners' Association, on behalf of said association and by authority of its Board of Directors, and that said instrument is the voluntary act and deed of said Douglas E. Scherer as such officer and the voluntary act and deed of said association for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 21 day of December 1998 My commission expires on August 8th 2000 ,

Notary Public

This instrument prepared by:

Douglas E. Scherer

President

Northfield Estates Homeowners' Association

P.O. Box 118

Fishers, IN 46038

Author