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DECLARATION OF COVENANTS AND RESTRICTIONS OF HIDDEN MEADOW

This Declaration of Covenants and Restrictions of Hidden Meadow ("Declaration") is made this 1st day of AUGUST, 2008, by DDL Development, LLC, an Indiana limited liability company (the "Declarant").

RECITALS:

WHEREAS, Declarant is the Owner of real estate in Monroe County, State of Indiana, as more particularly described in Exhibit "A" attached and made a part hereof (hereinafter referred to in the aggregate as "Tract");

WHEREAS, Declarant intends to subdivide the Tract for development of "Hidden Meadow," as will be more particularly described and depicted on the plats of the various sections thereof recorded, and to be recorded in the Office of the Recorder of Monroe County, Indiana (the "Plats");

WHEREAS, Declarant desires to provide, subject to this Declaration, a common interest community that addresses commonly owned real estate, its maintenance and other maintenance obligations and the finances to honor these and other community obligations. To this end, Declarant desires to subject the Tract to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the Tract and each Owner of all or part thereof;

WHEREAS, Declarant deems it desirable, to accomplish these tasks, to create an agency to which shall be delegated and assigned the powers of supervising, maintaining and administering the Common Areas and Maintenance Expense Areas shown on the Plats, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby, and promoting the common interest of the Owners of the Tract, and all parts thereof: and

WHEREAS, Declarant has caused, or will cause, to be incorporated under the Indiana Code 23-17-1, et seq., under the name "Hidden Meadow Homeowners' Association, Inc.," or a similar name, as such agency for the purpose of exercising such functions.

NOW THEREFORE, Declarant, as Owner of the Tract, hereby declares that the Tract is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth.

The Recitals are incorporated herein as if set out in full.

ARTICLE 1

Definitions

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

Section 1.1. "**Act**" shall mean and refer to the Indiana Nonprofit Corporation Act of 1991, as amended.

Section 1.2. "**Applicable Date**" shall mean and refer to the date determined pursuant to Article 3 of this Declaration; and refers to the time at which the Declarant relinquishes control of the governance of the Association as detailed on Article 3.

Section 1.3. "**Articles**" shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time.

Section 1.4. "**Association**" shall mean and refer to Hidden Meadow Homeowners' Association, Inc., or an entity of similar name, its successors and assigns, which shall be created as an Indiana nonprofit corporation organized under the Act.

Section 1.5. "**Board**" or "**Board of Directors**" shall mean and refer to the governing body of the Association elected, selected or appointed as provided for in the Articles, Bylaws and this Declaration.

Section 1.6. "**Bylaws**" shall mean and refer to the Code of Bylaws of the Association, as the same may be amended from time to time.

Section 1.7. "**Committee**" shall mean and refer to the "Hidden Meadow Architectural Control Committee", the same being the committee or entity established pursuant to Article 9, of this Declaration for the purposes therein stated.

Section 1.8. "**Common Areas**" shall mean those areas and all improvements located thereon that are denominated by such title on the Plats and that will ultimately be transferred in legal title to the Association by the Declarant and thereafter be commonly owned by the Members. The Association at all times herein has rights to regulate the use of the Common Areas, to make and/or remove improvements thereon, including, but not limited to landscaping, and to provide utilities thereto with the attendant responsibility to care for and maintain same. The Declarant expects to convey legal title to the Common Areas to the Association as soon after the Applicable Date as any mortgage thereon is satisfied in full, but reserves the right to transfer such title earlier in Declarant's sole discretion. The Board, after the initial Board is replaced, is empowered to accept title to the Common Areas subject to a mortgage if it is satisfied with assurances of payment thereof by Declarant.

Section 1.9. "**Common Expenses**" shall refer to the actual and estimated expenses of administration of the Association and for maintenance, management, operation, repair, improvements and replacement of the Common Areas or the Maintenance Expense Areas, and any other cost or expense incurred by the Association for the benefit of the Commons Areas or

the Maintenance Expense Areas or for the benefit of the Association. Common Expenses shall also include the Association obligations with respect to Lot maintenance, as set forth in Article 8 of this Declaration.

Section 1.10. "Community" refers to the Hidden Meadow development depicted on Exhibit "B" as it is developed and as it continues to exist after the Applicable Date.

Section 1.11. "Conceptual Site Plan" refers to the conceptual site plan for Hidden Meadow, attached hereto as Exhibit "B" and made a part hereof.

Section 1.12. "Declarant" shall mean and refer to DDL Development, LLC, an Indiana limited liability company, and any successors and assigns of DDL Development, LLC whom it designates in one or more written recorded instruments to have the rights of Declarant hereunder, including, but not limited to, any mortgagee acquiring title, to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant.

Section 1.13. "Dwelling Unit" shall refer to one-half of a double unit dwelling separated by a party wall from the other half of a double unit dwelling, with each Dwelling Unit located on its own Lot.

Section 1.14. "Lot" means any plot of ground designated as such upon the Plats of Hidden Meadow, and upon which one (1) Dwelling Unit is constructed or is to be constructed. When the term "Lot" is used, it shall be deemed to include the Dwelling Unit, if any, located thereon.

Section 1.15. "Maintenance Expense Areas." Certain aesthetic, informational and other amenities influenced by the natural features of the Real Estate have been used in the development design to differentiate this Community from other communities. As a consequence thereof, easements have been created on the Plats that reserve to the Association certain rights and responsibilities. The cost of any such care, replacement and maintenance shall be included in the definitions of "Common Expenses."

Section 1.16. "Member" means any person or entity holding membership in the Association.

Section 1.17. "Mortgages" shall mean and refer to the holder of a recorded first mortgage lien on a Lot or Dwelling Unit.

Section 1.18. "Owner" shall mean and refer to the record Owner, whether one or more Persons, of the fee simple title to any Lot, but in any event shall not include or mean or refer to a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any Lot, but, upon so acquiring title to any Lot, a mortgagee or tenant shall be an Owner.

Section 1.19. "Person" shall mean and refer to an individual, firm, corporation, limited liability company, partnership, association, trust, or other legal entity, or any combination thereof.

Section 1.20. "Real Estate" shall mean and refer to the Tract. The description of the Tract consists of _____ (30) Lots numbered 17 through 46 inclusive. Consequently, the legal description for each Lot in this subdivision shall be as follows: Lot ___ in Hidden Meadow, a subdivision in Monroe County, Indiana, as per plat thereof, recorded 8-18, 2008, as instrument # 200801400 8 in the Office of the Recorder of Monroe County, Indiana.

Section 1.21. "Restrictions" shall mean and refer to the agreements, conditions, covenants, restrictions, easements, assessments, charges, liens and all other provisions set forth in this Declaration, as the same may be amended from time to time (see Article 10 and Exhibit "C" referred to therein).

Section 1.22. "Rules and Regulations" shall mean the rules and regulations contained herein or adopted from time to time by the Board relative to the use, occupancy, operation and enjoyment of the Real Estate, the Common Areas and the Maintenance Expense Areas.

Section 1.23. Other Terms and Words. Other terms and words defined elsewhere in this Declaration shall have the meanings herein attributed to them.

ARTICLE 2

Declaration

Section 2.1. Declaration. Declarant hereby expressly declares that the Tract shall be held, transferred and occupied subject to the Restrictions as covenants running with the Real Estate. The Owners of any Lot are subject to the Restrictions, and all other Persons, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall conclusively be deemed to have accepted such deed, executed such contract, and undertaken such occupancy subject to each Restriction and agreement herein contained. By acceptance of such deed, or execution of such contract, or undertaking such occupancy, each Owner and all other Persons acknowledge the rights and powers of Declarant, the Committee, and the Association with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Declarant, the Committee, the Association, and the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreement.

ARTICLE 3

Association; Membership; Voting; Functions

Section 3.1. Membership in Association. Declarant and each Owner of a Lot shall, automatically upon becoming an Owner, be and become a Member of the Association and shall remain a Member until such time as its, his or her ownership of a Lot ceases, at which time membership will be transferred to the new Owner of its, his or her Lot. Any Person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not

be a Member until and unless he or she realizes upon his or her security, at which time he or she shall automatically be and become an Owner and a Member of the Association.

Section 3.2. Voting Rights. The Association shall have the following classes of membership, with the following voting rights:

3.2.1. Class A. Class A Members shall be all Owners other than Class B Members. Each Class A Member shall be entitled to one (1) vote for each Lot of which such Member is the Owner with respect to each matter submitted to a vote of Members upon which the Class A Members are entitled to vote. When more than one (1) Person constitutes the Owner of a particular Lot, all such persons shall be Members of the Association, but all of such Persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine and as amplified in the Bylaws if such determination is unavailable, but in no event shall more than one (1) vote be cast with respect to any such Lot. Otherwise, in the absence of a determination of multiple Owners, the vote shall be equally split between the multiple Owners. Attendance at properly called Association meetings by one Member of a jointly titled Lot shall vest in such sole attending Member the entire one (1) vote.

3.2.2. Class B. Class B Members shall be Declarant and all successors and assigns of Declarant designated by Declarant as Class B Members in a written notice mailed or delivered to the registered agent of the Association. Each Class B Member shall be entitled to four (4) votes for each Lot of which it is the Owner. THE CLASS B MEMBERSHIP SHALL CEASE AND TERMINATE UPON THE FIRST TO OCCUR OF THE FOLLOWING: THIRTY (30) DAYS AFTER THE DATE UPON WHICH THE WRITTEN RESIGNATION OF THE CLASS B MEMBERS IS DELIVERED TO THE REGISTERED AGENT OF THE ASSOCIATION; OR (B) THIRTY (30) DAYS AFTER THE DATE WHEN THE CLASS A VOTES EQUAL OR EXCEED THE NUMBER OF CLASS B VOTES; OR (C) TEN (10) YEARS AFTER THE DATE OF RECORDATION OF THIS DECLARATION. The Date applicable to the above is hereinafter referred to as the "Applicable Date." After the Applicable Date, Class B memberships shall be converted to Class A memberships, and each former Class B Member shall be entitled to one (1) Class A membership vote for each Lot owned.

Section 3.3. Functions. The Association has been (or will be) formed for the purposes of providing for the maintenance, repair, replacement, administration, and operation of the Common Areas and the Maintenance Expense Areas; the determination of Common Expenses; the collection of regular and special assessments; and the performance of such other functions as may be designated for it to perform under this Declaration. The Association shall have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the Restrictions contained herein or in the Plats.

ARTICLE 4

Board of Directors

Section 4.1. Management. The business and affairs of the Association shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a Member of the Board of Directors unless he or she is, or is deemed in accordance with this Declaration to be, an Owner, or a person appointed by Declarant as provided in Section 4.2.

Section 4.2. Initial Board of Directors. The initial Board of Directors shall be composed of the persons designated or to be designated, in the Articles, to-wit: Adam C. Dick, Alan Dick, and Michael Lorimer (herein referred to as the "Initial Board"), who have been or shall be appointed by Declarant. Notwithstanding anything to the contrary contained in, or any other provision of, this Declaration, the Articles, the Bylaws or the Act (a) the Initial Board shall hold office until the first annual meeting of the Members of the Association occurring on or after the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to such first annual meeting occurring on or after the Applicable Date, every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the Initial Board. Each Owner, by acceptance of a deed to a Lot, or by acquisition of any interest in a Dwelling Unit by any type of juridic acts, *inter vivos* or *causa mortis*, or otherwise, shall be deemed to have appointed Declarant as such Owner's agent, attorney-in-fact, and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date, to exercise all of said Owner's right to vote, and to vote as Declarant determines, on all matters as to which Members of the Association are entitled to vote under the Declaration, the Articles, the Bylaws, the Act or otherwise. This appointment of Declarant as such Owner's agent, attorney-in-fact, and proxy shall not be affected by incompetence of the Owner granting the same. Each Person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Declarant to fill a vacancy, shall be deemed a special Member of the Association and an Owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a Member of the Association or an Owner of a Lot for any other purpose (unless he or she is actually the Owner of a Lot and thereby a Member of the Association).

Section 4.3. Additional Qualifications. Where an Owner consists of more than one Person or is a partnership, limited liability company, corporation, trust or other legal entity, then one of the Persons constituting the multiple Owner, or a partner, member, manager, officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one Person at a time.

Section 4.4. Term of Office, Vacancy and Number of Directors After the Applicable Date.

4.4.1. Term. Subject to the provisions of Section 4.2 of this Declaration, the entire-membership of the Board of Directors shall be elected at each annual meeting of the Association. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the first annual meeting of the Members

occurring on or after the Applicable Date provided herein. After the Applicable Date, each Member of the Board of Directors shall be elected for a term of one (1) year. Each Director shall hold office throughout the term of his or her election and until his or her successor is elected and qualified.

4.4.2. Number of Directors After Applicable Date. The number of Directors to serve on the Board after the Applicable Date shall be a minimum of three (3) with a maximum of seven (7).

4.4.3. Vacancies. Subject to the provisions of Section 4.2 of this Declaration, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the Owners if a Director is removed in accordance with Section 4.5. The Director so filling a vacancy shall serve until the next annual meeting of the Members or until his or her successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

Section 4.5. Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his or her successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners or until his or her successor is duly elected and qualified.

Section 4.6. Duties of the Board of Directors. The Board of Directors shall be the governing body of the Association representing all of the Owners and being responsible for the functions and duties of the Association, including, but not limited to, unless the same are otherwise the responsibility or duty of Owners, providing for the maintenance, repair, replacement, administration, and operation of the Common Areas and the Maintenance Expense Areas; the determination of Common Expenses; the collection of regular and special assessments; and the performance of such other functions as may be designated for it to perform under this Declaration. After the Applicable Date, the Board may employ a Managing Agent upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

4.6.1. procuring of utilities used in connection with the Lots, Dwelling Units, Common Areas, and Maintenance Expense Areas (to the extent the same are not provided and billed directly to Owners of Lots and Dwelling Units by utility companies);

4.6.2. assessment and collection from the Owners of the Owners' respective shares of the Common Expenses;

4.6.3. preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of the annual or special meeting at which the same is to be acted upon is mailed or delivered;

4.6.4. preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year (if possible, such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year);

4.6.5. keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Areas and the Maintenance Expense Areas and the business and affairs of the Association, specifying and itemizing the Common Expenses (all records and vouchers shall be available for examination. by an Owner at any time during normal business hours by reasonable pre-arrangement);

4.6.6. procuring and maintaining for the benefit of the Association, the Owners, any Managing Agent, and the Board the insurance coverages required under this Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;

4.6.7. paying any other necessary expenses and costs in connection with the Common Areas and the Maintenance Expense Areas; and

4.6.8. all duties and obligations imposed upon the Association or the Board under this Declaration, the Articles, the Bylaws or the Act.

Section 4.7. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

4.7.1. to employ a Managing Agent to assist the Board in performing its duties;

4.7.2. to purchase, lease or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;

4.7.3. to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

4.7.4. to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas and the Maintenance Expense Areas, and to perform all other maintenance, upkeep, repair and replacement duties of the Association and the Board;

4.7.5. to include the costs of performing all of its functions, duties and obligations as Common Expenses and to pay all of such costs therefrom;

4.7.6. to open and maintain a bank account or accounts in the name of the Association;

4.7.7. to promulgate, adopt, revise, amend and alter from time to time such additional Rules and Regulations with respect to use, occupancy, operation or enjoyment of the Real Estate, the Common Areas and the Maintenance Expense Areas (in addition to those set forth in this Declaration), including, but not limited to, charging uniform fees for the use of Common Areas, and to set and charge fees for late payment of assessments and fines for violations of Restrictions and Rules and Regulations, as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners;

4.7.8. to grant to such public or private companies, entities or bodies as the Board may approve, such easements as may be necessary to provide the Lots, Dwelling Units and Common Areas with facilities for utility and similar services, including but not limited to cable television facilities and service, provided that such easements are located within or are coextensive with any one or more utility easements, maintenance and access easements, landscape easements, and maintenance easements, shown upon, and identified as such on, or provided for in, the Plats of the Real Estate, whether such Plats are heretofore or hereafter recorded;

4.7.9. to convey title to any portion of the Common Areas to Owners to correct any overlaps or encroachments; and

4.7.10. to borrow funds to perform its duties for the benefit of the Association and Owners and use the assessments as collateral, if collateral is required, to secure such financing.

Section 4.8. Non-Liability of Directors and Officers. The Directors and officers of the Association shall not be liable to the Owners or any other Person for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors and officer, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors and officer against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors and officers shall have no personal liability with respect to any contract made by them on behalf of the Community Association.

Section 4.9. Additional Indemnity of Directors and Officers. The Association shall indemnify, hold harmless and defend any Person, his or her heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he or she is or was a Director or officer of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him or her in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director or officer is liable for gross negligence or misconduct in the performance of his or her duties. The Association shall also reimburse to any such Director or officer the reasonable cost of settlement of or judgment rendered in any action, suit or

proceeding, if it shall be found by a majority vote of the Owners that such Director or officer was not guilty of gross negligence or gross misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director or officer, no Director or officer shall be considered or deemed to be guilty of or liable for negligence or gross misconduct in the performance of his or her duties where, acting in good faith, such Director or officer relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent (if any) or any other officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director or officer had actual knowledge of the falsity or incorrectness thereof; nor shall a Director or officer be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he for she failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 4.10. Bond. The Board of Directors may provide surety bonds and may require the Managing Agent (if any), the treasurer of the Association, and such other officers as the Board deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors, and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense.

Section 4.11. Initial Management. Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have, and Declarant hereby reserves to itself, the exclusive right to manage or designate a Managing Agent for the Real Estate and Common Areas, and to perform all the functions of the Association, until the Applicable Date. Declarant may, at its option, engage a Managing Agent affiliated with it to perform such functions and, in either case, Declarant or such Managing Agent shall be entitled to reasonable compensation for its services.

ARTICLE 5

Real Estate Taxes; Utilities

Section 5.1. Real Estate Taxes. Real estate taxes on each Lot, and on any Dwelling Unit or other improvements on each Lot, are to be separately assessed and taxed to each Lot and shall be paid by the Owner of such Lot.

Section 5.2. Utilities. Each Owner shall pay for his or her own utilities, which, to the extent possible, shall be separately metered to each Lot and Dwelling Unit. Utilities that are not separately metered to an Owner's Lot or Dwelling Unit, including utilities (if any) serving community identification signage, shall be treated as and paid as part of the Common expense, unless otherwise determined by the Association.

ARTICLE 6

Encroachments and Easements in Common Areas

If by reason of inexactness of construction, settling after construction, or for any other reasons, any Common Areas encroach on any Lot, an easement shall be deemed to exist and run to the Association for the maintenance, use and enjoyment of such Common Areas. Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities, if any, in the Common Areas and serving his or her Dwelling Unit.

ARTICLE 7

Party Wall and Common Structures

Section 7.1. General Rules of Law to Apply. Each wall that is built as a part of the original construction of any Dwelling Unit upon the Tract and that connects two Dwelling Units shall constitute a "Party Wall" and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or intentional or willful acts or omissions shall apply thereto.

Section 7.2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared proportionately by the Owners who make use of the wall.

Section 7.3. Destruction by Fire or other Casualty. In the event of damage or destruction to any Party Wall, shared fence, shared slab, or shared roof if the roofline is joined ("Common Structure" herein) from any cause, other than the negligence of either party hereto, the Owners of the Lots on either side of said Common Structure shall repair or rebuild said Common Structure. The cost of such repair or rebuilding shall be borne equally by the Owners whose Lots adjoin said Common Structure, provided that such requirement shall be limited by the right of any such Owner to seek a larger contribution from the other Owner under any rule of law regarding liability for negligent or intentional acts or omissions. Each such Owner shall have the right to the full use of said Common Structure so repaired or rebuilt. If either party shall neglect or refuse to pay his share, the other party may have such Common Structure repaired or restored and shall be entitled to have a mechanic's lien on the Lot and Dwelling Unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable. The party having such Common Structure repaired shall, in addition to the mechanic's lien, be entitled to recover attorney's fees and shall be entitled to all other remedies provided herein or by law. The mechanic's lien granted herein is effective only if filed in the Real Property Records of the County where the Property is located, by affidavit declaring under oath the claim of the mechanic's lien.

Section 7.4. Weatherproofing. Notwithstanding any other provision of this Article, to the extent that such damage is not covered or paid for by the insurance provided for herein, an Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 7.5. Right of Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7.6. Arbitration. In the event of any dispute arising concerning a Common Structure, the dispute shall be resolved through binding arbitration conducted in accordance with the rules promulgated by the American Arbitration Association.

ARTICLE 8

Maintenance of Common Areas/Lots/Dwelling Units

Section 8.1. Maintenance of Common Area. Maintenance of the Common Area, unless the same is otherwise the responsibility or duty of Owners of Lots, shall be provided by the Association; however, this duty shall not include, or be deemed or interpreted as a requirement that the Association, the Board or any Managing Agent must provide, any on-site or roving guards, security service or security system.

Section 8.2. Landscaping. The Association shall be responsible for the following:

8.2.1. mowing the grass on each Lot when necessary, as determined in the reasonable discretion of the Association, but only in an area designated to be grass at the time of transfer of title to a Lot from the Declarant;

8.2.2. subject to Section 8.2.6 below, the fertilizing, removal and replacement of trees and shrubs planted by the Declarant, without any duty to water any such planting; and

8.2.3. trimming of trees and shrubs salted by the Declarant, provided that the necessity and frequency of such trimming may not be required to exceed one trimming per year.

The Association shall not be responsible for the following:

8.2.4. the care, fertilizing, trimming, removal or replacement of any shrubs or trees that are not planted by Declarant or any flowers or other plants within any Lot;

8.2.5. the watering, replacement or reseeding of grass, flowers, or any other plants within any Lot, provided that responsibilities for trees and shrubs planted by Declarant are addressed in Sections 8.2.2 and 8.2.6 hereof; or

8.2.6. the care, fertilizing, removal or replacement of any shrubs or trees planted by Declarant after three (3) months from the date that the Declarant transferred to the Owner the Lot upon which such shrubs or trees were planted.

Section 8.3. Snow Removal. The Association shall be responsible for snow removal (but not ice removal) from the driveway on each Lot and from the sidewalks in front of each Lot.

The Board shall have discretion to determine whether the accumulation of snow justifies such removal. Any plantings made by Owners in or around sidewalk or driveway areas on which snow removal is performed by the Association are deemed to be planted at the Owner's sole risk, with no liability therefor on the part of the Association.

Section 8.4. Gutters. The Association shall be responsible for cleaning the gutters on each Dwelling Unit at least once per year.

Section 8.5. Painting. The Board, in its sole discretion, shall determine the need for the exterior painting of each Dwelling Unit and shall control the color, quality and selection of the paint to be used; however, the Owner shall purchase such paint and shall provide for the application of such paint at Owner's sole expense.

Section 8.6. Maintenance of Individual Lots. Except as otherwise noted above, each Owner shall be responsible for maintaining and keeping his or her Lot and all improvements thereon in a good, clean and sanitary condition, with an appearance which is complementary to the Community. If any Owner shall fail to keep his or her property or any part thereof in a good, clean and sanitary condition with an exterior appearance up to the general standards of the Community, the Association may perform any work necessary and charge the Owner thereof for such cost, which shall be immediately due and shall be secured by the Association's lien on the Owner's property in like manner to liens created for Assessments hereunder.

Section 8.7. Grant of Easement. Each Owner, by his or her acceptance of a deed to any Lot, irrevocably grants to the Association, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to effect the maintenance, cleaning, repair or other work permitted herein.

Section 8.8. Damage to or Abuse of Common Area or Areas to be Maintained by the Association. If, due to the willful, intentional or negligent acts or of an Owner, of a member of the Owner's family, or of a guest or invitee or other occupant or visitor of the Owner, damage is caused to Common Areas or Maintenance Expense Areas or repainting and maintenance are accelerated relative to the Association's obligations and some maintenance or repairs are required, such Owner shall be required to pay for such damage. Upon demand by the Board, the cost of such repairs shall be immediately due and payable, and if not paid, a lien in like manner to the lien under Assessments may attach to the Owner's property, and costs of collection and reasonable attorney fees shall be added to any judgment entered on behalf of the Association. The authorized representatives of the Association, the Board and the Managing Agent (if any) shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to the Common Areas or the Maintenance Expense Areas, including, but not limited to, access to any easements reserved, granted or created by the Plats or of any portion of the Real Estate for such purposes.

ARTICLE 9

Architectural Standards

Section 9.1. Requirements. Nothing, including any fence, deck, patio, pool, retaining walls, recreational equipment (including basketball goals), or any structure, storage shed, doghouse or other improvements, shall be erected on any Lot, and no construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing walls, and no plantings or removal of plants, trees, or shrubs shall take place, except in strict compliance with this Article 9, until the requirements below have been fully met, and until the approval of the Committee, as established by Section 9.2 of this Declaration, has been obtained. THIS ARTICLE SHALL NOT APPLY TO THE ACTIVITIES OF THE DECLARANT, NOR TO CONSTRUCTION OR IMPROVEMENTS OR MODIFICATIONS TO THE COMMON AREAS OR THE MAINTENANCE EXPENSE AREAS BY OR ON BEHALF OF THE ASSOCIATION. THIS ARTICLE MAY NOT BE AMENDED WITHOUT THE DECLARANT'S WRITTEN CONSENT SO LONG AS THE DECLARANT OWNS ANY PORTION OF THE TRACT.

Section 9.2. Architectural Control Committee. There shall be, and hereby is, created and established the "Hidden Meadow Architectural Control Committee" ("Committee") which shall have exclusive jurisdiction over all construction on any portion of the Tract. UNTIL 100% OF THE TRACT HAS BEEN DEVELOPED AND CONVEYED TO PURCHASERS in the normal course of development and sale, the DECLARANT, or not more than five or less than three, persons designated by it, SHALL CONSTITUTE THE COMMITTEE AND SHALL SERVE AT THE DISCRETION OF THE DECLARANT. THERE SHALL BE NO SURRENDER OF THIS RIGHT PRIOR TO THAT TIME EXCEPT IN A WRITTEN INSTRUMENT IN RECORDABLE FORM EXECUTED BY THE DECLARANT. After the sale of 100% of the Tract to purchasers in the ordinary course of development and sale, the Committee shall be a standing committee of the Association, consisting of not more than five or less than three persons as may, from time to time, be provided in the Bylaws. If the Bylaws do not at any time provide for the Committee, then the Board shall be and constitute the Committee.

Section 9.3. Approval Process. The Committee has prepared and promulgated, on behalf of the Board of Directors, Design and Development Guidelines and Application and Review Procedures (the "Guidelines and Procedures"). Copies of the Guidelines and Procedures are attached hereto as Schedule 9.3 and are on file in the office of the Declarant (or the Association, as the case may be) and are incorporated into this Declaration by reference. The Guidelines and Procedures shall be those of the Association, and the Committee shall have sole and full authority to prepare and to amend them. The Committee shall make the Guidelines and Procedures available to Owners, builders, and developers who seek to engage in development of any portion of the Tract or in the modification of, addition to, or alteration of any existing structure located on any portion of the Tract, and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. The Committee, or its designee, must give written approval for any building contractor selected by the Owner for construction. Prior to any construction on any Lot, the approval of the Committee must be obtained, after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall be made in the manner and form prescribed

from time to time by the Committee in its Guidelines and Procedures, which will contain requirements to promote the standard of quality of workmanship and design and the harmony of external design with existing structures, location in relation to surrounding structures, topography and finish grade elevations determined by the Committee.

Section 9.4. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

9.4.1. the plans, specifications, drawings or other material submitted are, themselves, inadequate or incomplete, or show the proposed improvement to be in violation of these Declarations, the restrictions included on the Plats, or any rules, regulations or guidelines adopted by the Committee;

9.4.2. the design or color scheme of a proposed improvement or the materials proposed to be used are not in harmony with the general surroundings of the Lot or with adjacent buildings or structures, in the sole opinion of the Committee; or

9.4.3. the proposed improvements or any part thereof, would, in the sole opinion of the Committee, be contrary to the interest, welfare or rights of all or part of other Owners.

Section 9.5. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) calendar days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons therefor. In the event that the Committee fails to provide written notice of approval or to request written notice for additional information within thirty (30) days after submission of all required or requested information, the plans shall be deemed and presumed denied.

Section 9.6. No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 9.7. Variance. The Committee may authorize variances from compliance with any of its rules, regulations or guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and applicable zoning laws, ordinances and regulations. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of a governmental agency, the issuance of any permit, the terms of any financing, or the initiation of work without the required approval of the Committee shall not be considered hardships warranting a variance.

Section 9.8. Compliance with Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the rules, regulations or guidelines promulgated by the Committee may be excluded by the Board from the Tract without liability to any person, subject to the notice and hearing procedures contained in the Bylaws. Further, if any approval required by this Declaration is not granted in writing with respect to any item prior to its installation, the respective Owner thereof shall remove promptly the unapproved item or structure, upon request by Declarant or the Association.

Section 9.9. Non-Liability of Declarant and Committee. Neither the Declarant nor the Committee shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto. Further, neither the Committee nor the Declarant makes or shall be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used or as to the compliance of any plans submitted for approval with these Restrictions, the Plats or any applicable code, regulation or law.

Section 9.10. Inspection. The Committee and the Declarant may inspect work being performed to assure compliance with these Restrictions, the restrictions included on the Plats, and applicable regulations. However, neither the Committee, nor any Member thereof, nor the Declarant, nor any agent or contractor employed or engaged by the Committee or the Declarant, shall be liable or responsible for defects, nonconformity or deficiencies in any work inspected or approved by it or them, or on its or their behalf. Further, no such inspection or approval given by or on behalf of the Committee or the Declarant shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.

Section 9.11. Certain Landscaping Permitted. Notwithstanding the foregoing, or any other provision of this Declaration, small bushes and perennials may be planted by an Owner, without prior approval of the Committee, if such plantings are within five (5) feet of the foundation of such Owner's Dwelling Unit; provided, however, that the Committee retains the right to determine, in its sole discretion, whether such plantings in fact comply with the restriction to "small bushes and perennials." Any plantings of any nature beyond five (5) feet from the foundation of any Owner's Dwelling Unit shall require the approval of the Committee in accordance with this Article 9.

Section 9.12. No Compensation. Neither the Committee nor any of its members shall be entitled to any compensation for performing its duties or obligations set forth in this Declaration.

ARTICLE 10

Use Restrictions/Covenants and Regulations

Section 10.1. Use and Enjoyment. The covenants and restrictions contained in Exhibit C, attached and made a part hereof, concerning the use and enjoyment of the Lots, Dwelling

Units, Common Areas, Maintenance Expense Areas, and Common Expenses, are in addition to any other covenants or restrictions contained herein and in the Plats. All such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and are enforceable by an Owner or by the Association. In addition to any other remedies herein provided, the present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof including reasonable attorney fees, but there shall be no right of repossession or forfeiture resulting from such violation.

Section 10.2. Right of Declarant to Use Lots. Notwithstanding anything to the contrary contained herein or in the Articles or Bylaws, including, but not limited to, any covenants and restrictions set forth herein or otherwise, Declarant shall have the right to use and maintain any Lots and Dwelling Units owned by Declarant in and on the Real Estate (other than individual Dwelling Units and Lots owned by persons other than Declarant), all of such number and size and at such locations as Declarant in its sole discretion may determine, as Declarant may deem advisable or necessary in its sole discretion to aid in the construction of Dwelling Units and the sale of Lots and Dwelling Units or for the conducting of any business or activity attendant thereto, including, but not limited to model Dwelling Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. Declarant shall have the right to remove the same from the Real Estate at any time.

Section 10.3. Age Restrictions. Notwithstanding any other provision of this Declaration, the restrictions contained in this Section cannot be amended unless the membership in the Association unanimously adopts changes thereto. Unless mandated otherwise by federal or Indiana law to the contrary hereinafter enacted, *no person* under the age of fifty-five (55) years of age shall be a resident of a dwelling on a Lot, subject to the following exceptions:

10.3.1. A live-in caretaker who does not meet the age requirement may be permitted to dwell in the Community if required due to the resident-Owner's poor health. If the resident-Owner dies or no longer needs a caretaker, the caretaker must vacate the residence within thirty (30) days of such occurrence. The Board may verify the need of a caretaker in such cases through requirement of an attending physician's statement or other such proof of need.

10.3.2. A non-ambulatory and/or developmentally disabled dependent of a resident-Owner who meets the age restriction requirement may live with his or her parents(s) or guardian in the Community regardless of the child's age or condition. The child's age and condition are subject to verification by the Board.

10.3.3. A spouse of resident-Owner who is under the age of fifty-five (55) may live in the Community as long as the other resident-Owner spouse is at least fifty-five (55) years of age. The underage spouse may jointly own the Lot.

Section 10.4. Enforcement. The provisions of this Article 10, including any additional covenants or restrictions set forth on Exhibit C hereto, shall be liberally construed to effectuate

the purpose of creating a uniform plan for the development and operation of the Community. In the event that any Owner fails to fully observe and perform the obligations set forth in this Declaration, and in the further event that such failure is not cured within thirty (30) days after written notice of the same is given by the Committee, any Owner of any Lot shall have the right to commence judicial proceedings to abate or enjoin such failure, and to take such further action as may be allowed at law or in equity to correct such failure after commencement of such proceedings. In the event that such failure causes or threatens to cause immediate and substantial harm to any property outside of such defaulting Owner's Lot or to any person, the Committee shall have the right to enter upon such Lot for the purpose of correcting such failure and any harm or damage caused thereby, without any liability whatsoever on the part of the Committee. The failure or forbearance by the Committee to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the Restrictions cannot be adequately remedied by an action at law and that injunctive relief is appropriate. All costs incurred by the Committee in connection with any act or proceeding undertaken to abate, enjoin, or correct such failure, including attorney's fees shall be payable by the defaulting Owner upon demand by the Committee, and shall immediately become a lien against his Lot or Dwelling Unit. The rights in the Owners and the Committee under this section shall be in addition to all other enforcement rights hereunder or at law or in equity.

ARTICLE 11

Assessments

Section 11.1. Annual Accounting. Annually, after the close of each fiscal year of the Association and prior to the date of the annual meeting of the Association next following the end of such fiscal year, the Board shall cause to be prepared and shall provide to the Owners a financial statement of operations by the Association, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

Section 11.2. Proposed Annual Budget. Annually, on or before the date of the annual special meeting of the Association at which the budget is to be acted upon, the Board of Directors shall cause to be prepared a proposed annual budget for the next ensuing fiscal year, estimating the total amount of the Common Expenses for such next ensuing fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual or special meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual or special meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments for the next ensuing fiscal year. At such annual or special meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the eligible Owners represented at such meeting; provided, however, that in no event shall such annual or special meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting (either the proposed annual budget or the proposed annual budget as amended). The annual budget, the Regular Assessments (as defined in Section 11.3) and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis.

The annual budget and the Regular Assessments shall, in addition, include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas and Maintenance Expense Areas, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas and Maintenance Expense Areas. Such-replacement reserve fund for capital expenditures and replacement repair of the Common Areas shall be maintained by the Association in an interest bearing account or accounts, with one or more banks or savings and loan associations authorized to conduct business in Monroe County, Indiana selected from time to time by the Board. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the annual or special meeting of the Association at which the budget is to be acted upon, there is no annual budget approved by the Owners as herein provided for the current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred ten percent (110%) of such last approved budget, as a temporary budget.

Section 11.3. Regular Assessments. The annual budget as adopted by the Owners shall contain a proposed assessment against each Lot, based on the estimated cash requirement for the Common Expenses thereby as set forth in said budget, which proposed assessment shall be the same amount for each Lot, provided, immediately following the adoption of the annual budget, each Owner shall be given notice of the assessment against his or her respective Lot (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, each Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Lot shall be paid in full or ratably in quarterly installments payable in advance based on the date specified by the Board, which date shall not be earlier than fifteen (15) days after the written notice of such Regular assessment is given to the Owners. However, at the option of the Board, the Regular Assessment against each Lot may be paid in advance other than in quarterly installments commencing on the first day of the first month of each fiscal year. Payment of the Regular Assessment, whether in one payment or in any other manner, shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors. In the event the Regular Assessment for a particular fiscal year of the Association was initially based upon a temporary budget:

11.3.1. if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment, and such next payment, and all payments thereafter during such fiscal year, whether annual or quarterly, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or

11.3.2. if the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due, whether annual or quarterly, until the entire amount of such excess has been so credited; provided, however, that if an Owner had paid his or her Regular Assessment in full in advance, then the adjustments set forth under Section 11.3.1 above or this Section 11.3.2 shall be made by a cash payment by, or refund to, the Owner on the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners.

11.3.3. The Regular Assessment for each fiscal year of the Association shall become a lien on each separate Lot as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his or her Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfer his or her Lot or any interest therein, shall not relieve or release such Owner or his or her successor as Owner of such Lot from payment of the Regular Assessment for the Lot as finally determined, and such Owner and his or her successor as Owner of such Lot shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Association pursuant to Section 12.2 hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year with respect to which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Annual or quarterly (if so determined by the Board) installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Association, and neither the Board nor the Association shall be responsible for providing any notice or statements to Owners for the same.

11.3.4. Notwithstanding anything to the contrary herein concerning Declarant not being obligated for Regular Assessment, the Declarant, after the Applicable Date, will contribute twenty-five percent (25%) of the Regular Assessment for unimproved Lots OR FOR IMPROVED LOTS NOT YET READY FOR OCCUPANCY TITLED in Declarant's name, but only if the Applicable Date is not earlier than when Declarant has conveyed eighty percent (80%) of the Lots to others or ten (10) years after the date this Declaration has been recorded, whichever first occurs.

Section 11.4. Special Assessments. From time to time Common Expenses of all unusual or extraordinary nature or not otherwise anticipated may arise, INCLUDING, BUT NOT LIMITED TO, DAMAGE DUE TO WEATHER, EXCESSIVE SNOW REMOVAL, OR OTHER EXPENSES OR COSTS RESULTING FROM CIRCUMSTANCES BEYOND THE Association's control. At such time and without the approval of the Owners, unless otherwise

provided in this Declaration, the Articles, the Bylaws or the Act, the Board of Directors shall have the full right, power and authority to make special assessments, which, upon resolution of the Board, shall become a lien on each Lot, but not on Lots owned by Declarant, prorated in equal shares (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration. THE DECLARANT SHALL ONLY BE RESPONSIBLE FOR SPECIAL ASSESSMENTS MADE AFTER THE "APPLICABLE DATE" AND OCCASIONED BY EXTRAORDINARY REPAIRS TO ORIGINALLY INSTALLED INFRASTRUCTURE, BUT SHALL NOT BE RESPONSIBLE FOR NEW INFRASTRUCTURE OR AMENITIES DESIRED BY OTHER OWNERS UNLESS DECLARANT SPECIFICALLY AGREES OTHERWISE IN WRITING.

Section 11.5. Failure of Owner to Pay Assessments.

11.5.1. No Owner may exempt himself from paying Regular Assessments and Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and Maintenance Expense Areas for purposes of maintenance, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or Maintenance Expense Areas or by abandonment of the Lot belonging to him or her. Each Owner shall be personally liable for the payment of all Regular and Special Assessments against his or her Lot. Where the Owner constitutes or consists of more than one Person, the liability of such Persons shall be joint and several. Regular Assessments and Special Assessments shall constitute a lien against the Lots and Dwelling Units thereon. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments or Special Assessments against his or her Lot when due, the lien for such Assessment on the Owner's Lot and Dwelling Unit may be filed and foreclosed by the Board for and on behalf of the Association as a mechanic's lien on real property and enforced in like manner as mechanic's liens. Upon the failure of an Owner to make timely payments of any such Regular Assessments or Special Assessments, when due, the Board may, in its discretion, accelerate the entire balance of the unpaid Assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing (and without thereby waiving) the lie11 securing the same. In any action to recover a Regular Assessment or Special Assessment, or any other charges due the Association, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot and Dwelling Unit all of the costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such Assessments or charges were due, until paid, at a rate equal to the "prime interest rate" then in effect plus 4%, but in no event more than the maximum rate allowable under applicable usury laws.

11.5.2. Notwithstanding anything contained in this Section or elsewhere in this Declaration, the Articles or the Bylaws, any sale or transfer of a Lot and Dwelling Unit to

a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment or other charges as to such installments that became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot and Dwelling Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments or other charges thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments or other charges, the lien for which has been divested as aforesaid, shall, if not collected from the party personally liable therefor, be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Lot and Dwelling Unit from which it arose).

11.5.3. In addition to the remedies above stated for failure to pay assessments, the Association may: (a) disqualify a delinquent Owner from his or her right to vote and to hold office or committee membership in the Association while Assessments are delinquent; (b) charge a late fee of $25.00 per month of delinquency to, among other things, cover the administrative expense of addressing the delinquency; and (c) deny such Member the use of the Common Areas for a period not exceeding 60 days for each separate non-payment.

Section 11.6. Initial Budgets and Assessments. Notwithstanding anything to the contrary contained herein, in the Articles, in the Bylaws, in the Act or otherwise, until the Applicable Date, the annual budget and all Regular Assessments and Special Assessments shall be established by the Initial Board without meetings of or concurrence of the Owners. The agency, power of attorney and proxy granted to the Declarant by each Owner pursuant to Section 4.2 shall be deemed to cover and include each Owner's right to vote on and approve the annual budget and any Regular Assessments and Special Assessments until the Applicable Date. Further, until the Applicable Date and notwithstanding the foregoing or anything else contained herein, no Regular Assessments, Special Assessments or other charges shall be owed or payable by Declarant with respect to any Lot or other portion of the Real Estate owned by Declarant while the same is owned by Declarant, nor shall any such Assessments or charges become a lien on any such Lot or other portion of the Real Estate owned by Declarant, except as specifically detailed in Section 11.3.3 herein. Assessments against a Lot shall commence to accrue from the date each Lot is conveyed by Declarant to another Person, and a prorated portion of the Regular Assessment for the balance of the fiscal year of the Association against each Lot so conveyed by Declarant shall be paid by each purchaser upon such conveyance.

ARTICLE 12

Mortgages

Section 12.1. Notice to Association. Any Owner who places a first mortgage lien upon his or her Lot, or the Mortgagee, may notify the Secretary of the Association thereof and provide the name and address of the Mortgagee. A record of each such first mortgage, and name and address of 'the Mortgagee, shall be maintained by the Secretary, and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the Bylaws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record or in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the Bylaws or otherwise shall be required, and no Mortgagee shall be entitled to vote on any matter to which he or she otherwise may be entitled by virtue of this Declaration, the Bylaws, a proxy granted to such Mortgage in connection with the mortgage, or otherwise. The Association shall, upon written request of a Mortgagee who has furnished the Association with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the Bylaws which is not cured within sixty (60) days.

Section 12.2. Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Association and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement except as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 11.3 hereof.

ARTICLE 13

Insurance

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARTICLE 13 (INSURANCE), THE ASSOCIATION WILL SEEK TO OBTAIN THE COVERAGES INDICATED, SUBJECT, HOWEVER, TO THE LIMITATION OF WHAT IS AVAILABLE FROM INSURANCE CARRIERS FOR THE COMMUNITY, COUPLED WITH CONSIDERATION AS TO EXCEPTIONS AND EXCLUSIONS OF COVERAGE, AND DEDUCTIBLES TO MAINTAIN CONTROL OF THIS ITEM OF COMMON EXPENSE. THE ASSOCIATION WELCOMES THE OWNERS' INPUT REGARDING THE BEST COVERAGE FOR THE BEST PRICE AND WILL SUPPLY OWNERS WITH A SUMMARY FROM THE ASSOCIATION'S INSURANCE PROFESSIONAL, WHICH THE ASSOCIATION URGES OWNERS TO SHARE AND CHALLENGE THEIR OWN INSURANCE PROFESSIONAL FOR RECOMMENDATIONS AS TO THEIR REQUIRED

INSURANCE AND ANY ADVISABLE ADDITIONAL COVERAGE (GAP OR OTHERWISE) FOR DIRECT PURCHASE BY OWNERS.

Section 13.1. Casualty Insurance. The Association shall purchase a master casualty Insurance policy affording fire and extended coverage insurance insuring the Common Areas in an amount consonant with the full replacement value of the improvements, if any, which, in whole or in part, comprise the Common Areas and the Maintenance Expense Areas. If the Board of Directors can obtain such coverage for reasonable amounts, they shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board, the Board may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall name the Association as the insured, for the benefit of each Owner (to the extent, if any, that individual Owners have an independent interest in the property covered thereby). All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Association as hereinabove set forth shall be paid to it or to the Board of Directors. In the event that the Board of Directors has not posted surety bonds for the faithful performance of their duties as such Directors or if such bonds do not exceed the funds which will come into its hands, and there is damage to a part or all of the Common Areas resulting in a loss, the Board of Directors shall obtain and post a bond for the faithful performance of its duties in an amount to be determined by the Board, but not less than 150% of the loss, before the Board shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty on the Board in connection with any such insurance proceeds shall be to receive such proceeds as are paid and to hold the same for the purposes elsewhere stated herein, for the benefit of the Owners. The proceeds shall be used or distributed by the Association or the Board, as appropriate, only in accordance with the provisions of this Declaration. Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, the Board of Directors, its agents and employees, owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners, and (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Association does not elect to restore.

Section 13.2. Public Liability Insurance. The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of $1,000,000.00 per occurrence. Such comprehensive public liability insurance policy shall cover all of the Common Areas and Maintenance Expense Areas and shall insure the Association, Board of Directors, officers, any committee or organ of the Association or Board, any Managing Agent appointed or employed by the Association, the Declarant and all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate, all Owners of Lots and all other persons entitled to occupy any Lot or Dwelling

Unit. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

Section 13.3. Other Insurance. The Association shall also obtain any other insurance required by law to be maintained, and such other insurance as the Board of Directors may from time to time deem necessary, advisable or appropriate. Such insurance shall inure to the benefit of each Owner, the Association, the Board of Directors and any Managing Agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors his or her right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors the proceeds of which are payable to the Board or the Association.

Section 13.4. General Provisions. The premiums for all insurance hereinabove described shall be paid by the Association as part of the Common Expenses. Upon request of any Owner or Mortgagee whose interest may be affected thereby, the Association shall provide such Owner or Mortgagee with a description of the insurance coverage maintained by the Association. In no event shall any distribution of insurance proceeds be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance or insurance policy as it applies to such Owner's share of such proceeds. In such event any remittances shall be to the Owner and his or her Mortgagee jointly. The same method of distribution shall also apply to the distribution of any condemnation awards in connection with any taking of any of the Common Areas. Notwithstanding the foregoing, under no circumstances shall any distribution of insurance proceeds or condemnation awards be made by the Association to any Owners or Mortgagees if to do so would be in violation of the Act or if the same would constitute a distribution of earnings, profits or pecuniary gain to the Members of the Association; in any such event, any such insurance proceeds or condemnation awards shall be retained by the Association for use in the payment of its expenses of operation.

Section 13.5. Insurance by Owners. Each Owner shall be solely responsible for and may obtain such additional insurance as he or she deems necessary or desirable, at his or her own expense, affording coverage upon his or her personal property, his or her Lot, his or her Dwelling Unit, the contents of his or her Dwelling Unit, his or her personal property stored anywhere on the Real Estate, and for his or her personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association.

ARTICLE 14

Casualty and Restoration

Section 14.1. In the event of damage to or destruction of any of the Common Areas due to fire or any other casualty or disaster, the Association shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Association, if any, shall be applied to the cost of such repair and reconstruction. If the insurance proceeds, if any, received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction of these areas, or in the event there are no insurance

proceeds, the cost for restoring the damage and repairing and reconstructing these areas so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Association against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

Section 14.2. For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Common Areas and/or Maintenance Expense areas (if any) to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same architecture and materials.

Section 14.3. Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors or Association has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires or deems necessary.

Section 14.4. Encroachments upon any Lot which may be created as a result of such reconstruction or repair of any of the Common Areas shall not constitute a claim or basis of a proceeding or action by the Owner upon whose Lot such encroachment exists, provided that such reconstruction either substantially in accordance with the plans and specifications or as the Common Areas were originally constructed.

ARTICLE 15

Amendment of Declaration

Section 15.1. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

15.1.1. Notice. Notice of the subject matter of *any* proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

15.1.2. Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.

15.1.3. Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the Bylaws.

15.1.4. Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) of the aggregate number of the votes of all Owners. In the event any Lot or Dwelling Unit a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same

manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.

15.1.5. Special Amendments. No amendment to this Declaration shall be adopted which changes (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or (2) the provisions of Article 13 of this Declaration with respect to casualty insurance to be maintained by the Association, or (3) the provisions of Article 14 of this Declaration with respect to reconstruction or repair of the Common Areas in the event of fire or any other casualty or disaster, or (4) the provisions of this Declaration establishing the Committee and providing for its functions, without, in each or any of such circumstances, the unanimous approval of all Owners and of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the Declaration.

15.1.6. Recording. Each amendment to the Declarations shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Monroe County, Indiana, and such amendment shall not become effective until so recorded.

Section 15.2. Amendments by Declarant Only. Notwithstanding the foregoing or anything else contained herein, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Association, the Board of Directors, any Mortgagees or any other Person to amend or supplement this Declaration at any time and from time to time if Declarant records the modification in the Office of the Recorder of Monroe County, Indiana, and if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this Declaration into compliance with any governmental requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) functions similar to those performed by such agencies or entities, (e) to subject additional property to these restrictions, (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, (g) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein, or (h) change the substance of one or more covenants, conditions, terms or provisions hereof but (A) does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner's consent or (B) is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by (and granted by each Owner to) the Declarant to vote in favor of, make, or consent to any amendments described in this Section 15.2 on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a

grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record any such amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section 15.2 shall terminate at such time as the Declarant no longer holds or controls title to any part or portion of the Real Estate.

ARTICLE 16

Acceptance and Ratification

All present and future Owners, Mortgagees, and occupants of the Lots and Dwelling Units, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles, the Bylaws and the rules, regulations and guidelines as adopted by the Board of Directors and (to the extent of its jurisdiction) the Committee, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance of the act of occupancy of any Lot or Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Articles, the Bylaws and rules, regulations and guidelines, as each may be amended, or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any Person having at any time any interest or estate in a Lot or Dwelling Unit or the Real Estate, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may own, occupy, use, enjoy or control a Lot or Dwelling Unit or any part of the Real Estate in any manner shall be subject to this Declaration, the Articles, the Bylaws, and the rules, regulations and guidelines applicable thereto as each may be amended or supplemented from time to time.

ARTICLE 17

Negligence

Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his or her negligence or by that of any member of his or her family his or her or their guests, employees, agents, invitees or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his or her violation of any of the Restrictions or any violation thereof by any member of his or her family or his or her or their guests, employees, agents, invitees or tenants.

ARTICLE 18

Insurance

Section 18.1. Covenants Appurtenant to Land. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time

after twenty-five (25) years, a majority of the then Owners of the Lots in this subdivision agree to change (or terminate) said covenants in whole or in part and on the condition that an instrument to that effect signed by the Owners voting in favor of such change has been recorded; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

Section 18.2. Prosecution of Violations. It shall be lawful for the Association or the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this Community to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate any covenant, conditions, provisions or restrictions contained herein either to prevent such person or persons from doing so, to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. All costs of litigation and attorneys' fees resulting from violation of these covenants and restrictions shall be the financial responsibility of the Owner or Owners found to be in violation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. Failure to enforce any specific requirement of the covenant shall not be considered as a waiver of the right to enforce any covenant herein, thereafter. Notwithstanding the foregoing, any violation of these covenants or the Declaration may be waived in writing by a majority of the then Owners of the Lots in this Community. The Association may, with respect to an Owner who violates these restrictions and/or Rules and Regulations, after written notice to the Owner detailing the nature of the violation with a time period established by the Association to cure or conform, disqualify the Owner's voting rights and right to hold office while the violation continues and may further in the Board's sole discretion, impose a fine, in whole or in part, with each day after the cure period being a separate violation at a chargeable rate of up to one hundred dollars ($100.00) per violation per day. This fine, if not paid when required, will be processed in the same manner as assessments.

ARTICLE 19

Miscellaneous

Section 19.1. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the Articles or the Bylaws, or to comply with any provision of this Declaration, the Articles, the Bylaws, or the rules, regulations and guidelines adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.

Section 19.2. Waiver. No Owner may exempt himself from liability for his or her contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Areas or Maintenance Expense Areas or by abandonment of his or her Lot or Dwelling Unit.

Section 19.3. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the Bylaws shall not

impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles or the Bylaws, and each shall be enforceable to the greatest extent permitted by law.

Section 19.4. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

Section 19.5. Interpretation and Recitals. The captions and titles of the various articles, sections, sub-sections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof. The Recitals are incorporated herein as if set out in full.

Section 19.6. Delegation of Use of the Common Areas. Any Member may delegate, in accordance with provisions of this Declaration and the rules or regulations promulgated by the Association, his or her right of enjoyment, and use of the Common Areas to members of his or her family, his or her approved co-occupants, or his or her contract purchasers who reside on Lot.

Signature appears on the following page.

IN WITNESS WHEREOF, the Declarant, by its duly authorized member, has executed this Declaration on the day and year first hereinabove set forth.

DDL Development, LLC

Adam C. Dick, Manager

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public, in and for said County and State, personally appeared Adam C. Dick, Manager of DDL Development, LLC, who acknowledged the execution of this Declaration of Covenants, Conditions and Restrictions of the _____ Community and who, having been duly sworn, stated that all facts set forth are true to the best of his knowledge, information and belief.

Dated this 1st day of August, 2008. Sarah E Doering

Printed: Sarah E Doering

I reside in Monroe County, Indiana

My commission expires: 6/23/2011

SARAH E. DOERING
Monroe County
Commission Expires
23, 2011

I affirm, under the penalties of perjury, that I h
Security number in this document, unless requir

8-15-08
2008-

This instrument prepared by Garry L. Founds, **Mallor Clendenin** **& Bohrer,** 511 Woodscrest Drive, Post Office Box 5787, Bloomington, Indiana 47407.

HIDDEN MEADOW
PHASE I
LEGAL DESCRIPTION

A part of the South Half of Section 11, Township 9 North, Range 2 West, Monroe County, Indiana, being more particularly described as follows:

COMMENCING at a 5/8" Rebar marked "Potter" at the Southwest Corner of the Southeast Quarter of said Section 11; thence NORTH 00 degrees 44 minutes 21 seconds West 688.54 feet; thence SOUTH 89 degrees 16 minutes 43 seconds West 379.87 feet; thence NORTH 02 degrees 09 minutes 49 seconds East 352.90 feet to a found 5/8" rebar marked "Bynum Fanyo Associates" at the southwest corner of Lot 1 of Mary George Subdivision (Plat Cabinet "C", Envelope 388, found in the Office of the Recorder, Monroe County, Indiana and being the POINT OF BEGINNING; thence continuing along the west line of said lot, NORTH 02 degrees 09 minutes 49 seconds East 617.12 feet to the northwest corner of said lot and a 5/8" rebar marked "Bynum Fanyo Associates"; thence leaving said west line and continuing along the north line of said lot SOUTH 88 degrees 11 minutes 34 seconds East 331.06 feet; thence SOUTH 88 degrees 35 minutes 17 seconds East 433.88 feet; thence leaving said north line the following ten (10) courses:

1. SOUTH 53 degrees 06 minutes 37 seconds East 154.94 feet; thence
2. SOUTH 32 degrees 23 minutes 12 seconds West 161.66 feet; thence
3. 25.84 feet along a 375.00 foot radius non-tangent curve to the right whose chord bears SOUTH 55 degrees 38 minutes 23 seconds East 25.83 feet; thence
4. 18.44 feet along a 12.00 foot radius tangent curve to the right whose chord bears SOUTH 09 degrees 38 minutes 11 seconds East 16.68 feet; thence
5. SOUTH 34 degrees 23 minutes 36 seconds West 93.71 feet; thence
6. NORTH 55 degrees 36 minutes 24 seconds West 67.86 feet; thence
7. NORTH 73 degrees 45 minutes 30 seconds West 51.74 feet; thence
8. SOUTH 26 degrees 01 minutes 15 seconds West 92.31 feet; thence
9. SOUTH 34 degrees 23 minutes 36 minutes West 136.17 feet; thence
10. SOUTH 40 minutes 35 minutes 52 seconds West 166.21 feet to the south line of said lot; thence continuing along said south line NORTH 88 degrees 38 minutes 31 seconds West 465.34 feet to the POINT OF BEGINNING, containing 10.01 acres more or less.

I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and to the best of my knowledge and belief was performed according to the survey requirements in 865 IAC 1-21-1 through 19.

Certified this_____day of _____ 2008.

EXHIBIT B

[SITE PLAN]

INSTRUMENT NO.

CURVE DATA

Curve	Length	Radius	Chord Direction	Chord Length	Delta
C1	56.49'	200.00'	S06°37'26"E	56.31'	16°10'59"
C2	488.34'	230.00'	S46°06'35"W	401.65'	121°39'05"
C3	240.45'	400.00'	S74°50'05"E	236.85'	34°26'31"
C4	79.84'	1500.00'	N89°28'08"E	79.83'	3°02'59"

LOT #	ADDRESS	LOT #	ADDRESS
17	5298 N. Thornhill Place or 4140 W. Hidden Meadow Drive	41	4198 W. Hidden Meadow Drive or 5301 N. Teresa Lane
18	4731 W. Hidden Meadow Drive	42	4786 W. Hidden Meadow Drive
19	4715 W. Hidden Meadow Drive	43	4774 W. Hidden Meadow Drive
20	4761 W. Hidden Meadow Drive or 5299 N. Teresa Lane	44	4762 W. Hidden Meadow Drive
		45	4750 W. Hidden Meadow Drive
21	5291 N. Teresa Lane	46	4742 W. Hidden Meadow Drive
22	5285 N. Teresa Lane		
23	5279 N. Teresa Lane		
24	5273 N. Teresa Lane		
25	5267 N. Teresa Lane		
26	5261 N. Teresa Lane		
27	5255 N. Teresa Lane		
28	5249 N. Teresa Lane		
29	5243 N. Teresa Lane		
30	5237 N. Teresa Lane		
31	5231 N. Teresa Lane		
32	5223 N. Teresa Lane		
33	5219 N. Teresa Lane		
34	5213 N. Teresa Lane		
35	4820 W. Hidden Meadow Drive		
36	4816 W. Hidden Meadow Drive		
37	4812 W. Hidden Meadow Drive		
38	4810 W. Hidden Meadow Drive		
39	4806 W. Hidden Meadow Drive		
40	4802 W. Hidden Meadow Drive or 5302 N. Teresa Lane		

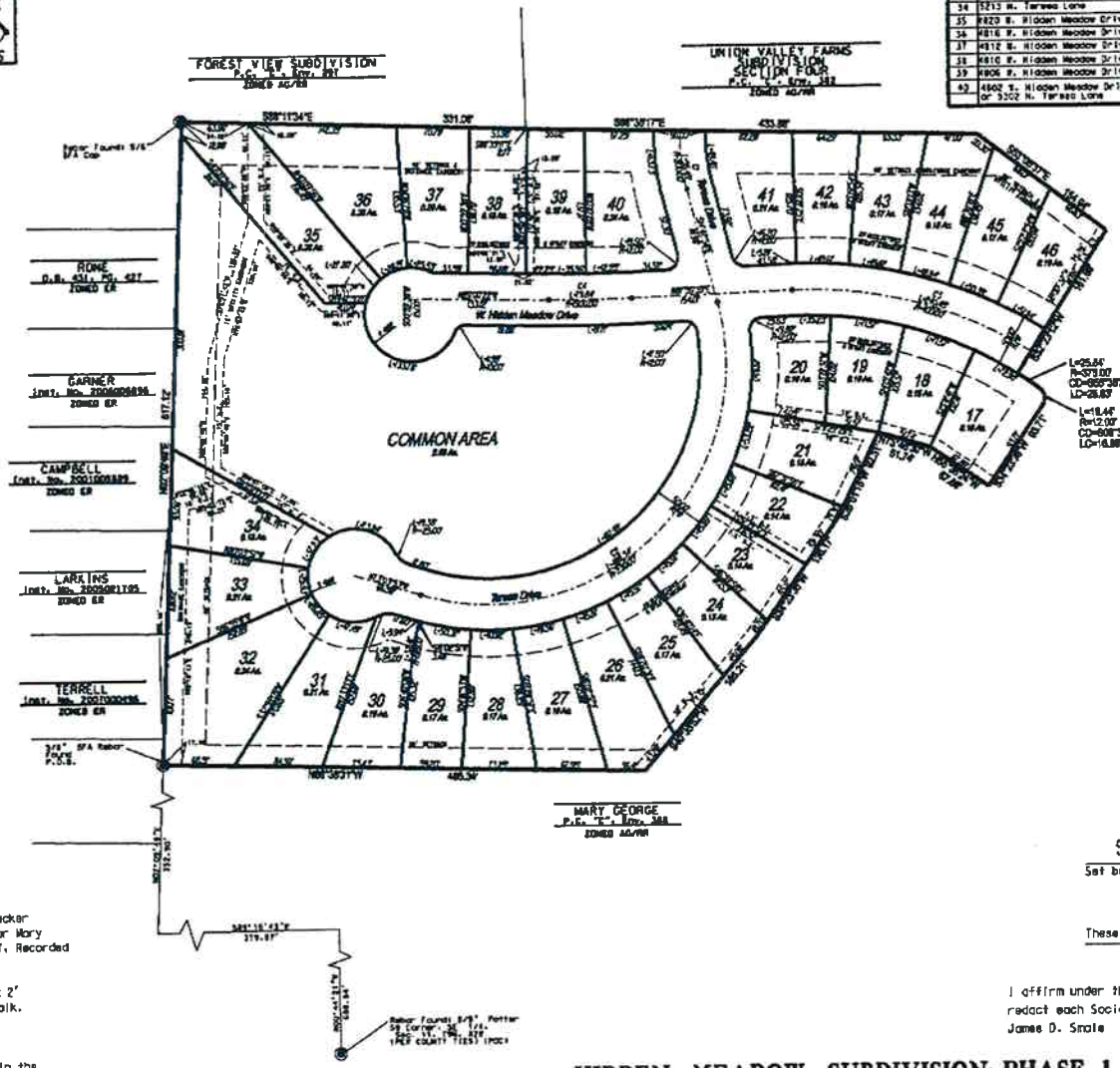
N

0 80 160

SCALE: 1"=80'

LEGEND

CENTER LINE	
SETBACK LINE	
EASEMENT LINE	
LOT LINE	
BOUNDARY LINE	
⅝" REBAR FOUND	⊗
⅝" REBAR 24" LONG SET	○
CONCRETE MONUMENT	△
DRAINAGE EASEMENT	DE
UTILITY EASEMENT	UE
CONSERVANCY EASEMENT	CE



RICHLAND TOWNSHIP
SEC. 11 TOWNSHIP 9 NORTH
RANGE 2 WEST

DEVELOPER(S) & APPLICANT(S)

DDL DEVELOPMENT, LLC
2600 S. HENDERSON ST., #203
BLOOMINGTON, IN 47401
(812) 824-1828

DESIGNER(S) & SURVEYOR(S)

SMITH NEUBECKER
& ASSOCIATES, INC.
453 S. CLARIZZ BOULEVARD
BLOOMINGTON, IN. 47407
(812) 336-6536

OWNER(S)

DDL DEVELOPMENT, LLC
2600 S. HENDERSON ST., #203
BLOOMINGTON, IN 47401
(812) 824-1828

NOTES:

1) Original boundary survey by Smith Neubecker Assoc. Inc., titled "Boundary Survey for Mary George Subdivision, Lot 1" dated 8/8/07, Recorded in HB. 168.

2) All lot corners to be marked with ⅝" x 2' capped rebar or chiselled "X" in sidewalk.

3) All lots are zoned PUD.

4) No Buildings shall be Constructed within the Easement Areas or Drainage Easements as Described by and Illustrated on this Plat.

SETBACK TABLE

Set backs: Front - 25'
Side - 0' On Common Wall Lines.
5' On Others
Rear -20'

These lots are for "Multi-Family" use.

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

HIDDEN MEADOW SUBDIVISION; PHASE 1, FINAL PLAT

PREPARED BY: SMITH NEUBECKER & ASSOCIATES, INC. 453 CLARIZZ BLVD., BLOOMINGTON, INDIANA 47407-5355

JOB NO. 4275
PAGE 1 OF 2

4275finalplat.sht 8/4/2008 10:20:22 AM

EXHIBIT C

ADDITIONAL COVENANTS AND RESTRICTIONS

The words defined in the Declaration of Covenants and Restrictions for Hidden Meadow are likewise defined herein.

Section 1. Declarant's and the Association's Right to Perform Certain Maintenance and Removal. In the event that any Owner of a Lot shall fail to maintain his or her Lot and any improvements, or remove any unauthorized item or structure, situated thereon in accordance with the provisions of these Restrictions and the provisions of any recorded Plats, the Declarant, until the Applicable Date, and, thereafter, the Association, through its agents and employees or contractors, should have the right to enter upon said Lot and repair, clean, remove or perform such other acts as may be reasonably necessary, to make such Lot and improvements situated thereon, if any, conform to the requirements of these Restrictions and the provisions contained in any such Plats. The cost thereof to the Declarant or the Association shall be collected as a Special Assessment against such Owner and his or her Lot in the manner provided for herein for the collection of Common Expenses. Neither the Declarant nor the Association, nor any of its agents, employees or contractors, shall be liable for any damage that may result from any maintenance work performed hereunder.

Section 2. Ditches and Swales and Erosion Control. It shall be the duty of the Owner of any Lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his or her Lot continuously unobstructed (both by improvements and plant material) and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary. It shall be the duty of the Owner of any Lot to establish as needed and to maintain all erosion control on his or her or her respective Lot.

Section 3. Drilling. No oil or water drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any Lot.

Section 4. Ground Elevations and Erosion Control. It shall be the Owner's responsibility to maintain and comply with all building and site finish ground elevations and erosion control as finally required and approved by the Monroe County Drainage Board and the Department of Planning and Zoning as evidenced upon the final construction plans for the development of this Community.

Section 5. Insurance Impact. Nothing shall be done or kept by an Owner in any Dwelling Unit, or on any Lot, or on any of the Common Areas or maintenance Expense Areas, which will cause an increase in the rate of insurance on any Common Areas or maintenance Expense Areas. No Owner shall permit anything to be done or kept in his or her Dwelling Unit or on his or her Lot which will result in a cancellation of insurance on my part of the Common

Areas or Maintenance Expense Areas, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

Section 6. Landscape Easements. There are strips and areas of ground shown as various easements on the Plats which are hereby reserved for the use of Owners of Lots to the extent and limited for the purposes set forth in the Declaration and for the use of Declarant and Association for the installation, maintenance, repair and replacement of the Common Areas requiring maintenance. Except as installed and maintained by Owners, pursuant to the requirements of the Declaration, or by Declarant and the Association, no permanent or other structure (except walls, sidewalks and fences otherwise permitted hereby or by the Declarant and approved by the Committee) shall be erected or maintained on said strips and areas by the Owner of any Lot subject to any such "Landscape Easement", and the Owners of such Lots affected by any such "Landscape Easement" shall take and hold title to their Lots subject to the foregoing rights of the Declarant and the Association and shall not do or permit to be done anything which will obstruct or interfere with or remove any installations or landscaping made by the Declarant or Association in any such "Landscape Easement". The foregoing grant of rights to the Declarant shall not impose an obligation on the Declarant to undertake such maintenance unless it elects to do so.

Section 7. Maintenance of Lots and Improvements. It shall be the responsibility of each Owner to prevent the occurrence of any unclean, unhealthy, unsightly, or un-kept condition on his or her or her Lot except, as detailed in the Declaration, the mowing and fertilizing are the responsibility of the Association. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the forgoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or un-kept conditions, shall not be pursued or undertaken on any part of the Tract. No waste shall be committed in any Dwelling Unit or on any Lot. Each Owner shall: (i) Remove all debris or rubbish; (ii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Tract; (iii) Cut down and remove dead trees; (iv) Where applicable, prevent debris and foreign material from entering drainage areas; and (v) Keep the exterior of all improvements in such a state of repair or maintenance to avoid their becoming unsightly.

Section 8. Occupancy and Residential Use of Partially Completed Dwelling Unit Prohibited. No Dwelling Unit constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the Dwelling Unit shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties; however, if an occupancy permit from government is involved, the issuance thereof shall be deemed substantial completion.

Section 9. Occupants Bound. All provisions of the Declaration, Bylaws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Owner. Every Owner shall cause all occupants of his or her or her Lot to comply with the Declaration, Bylaws and the rules and regulations adopted pursuant thereto, and

shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are wholly liable and may be sanctioned for any violation of the Declaration, Bylaws and rules and regulations adopted pursuant thereto.

Section 10. Prohibition of Used Structures. All structures constructed or placed on any Lot shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot.

Section 11. Quiet Enjoyment. No portion of the Tract shall be used, in whole or in part, for the storage or any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Tract that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Tract. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners or allow any such noise or disturbance to be made on his or her or her Lot, including any noise by the use of musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other machines or equipment. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way obnoxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Tract. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Tract. Also, excessive grass clippings from the mowing of lawns or other lawn or tree rubbish will not be allowed to be left on any street within the Community.

Section 12. Residential Use. The Tract shall be used only for single family residential purposes; provided, however, that such restriction shall not apply to any Lot or part thereof or any other part of the Tract at any time owned by the Association which constitutes a part of the Common Areas and upon which no Dwelling Unit is located.

Section 13. Sidewalks. Sidewalks shall be constructed as required by the sidewalk plan approved by the Plan Commission, which construction shall be the responsibility of the Owner upon whose Lot the sidewalk is to be constructed; provided, however, that any Common Area sidewalks shall be constructed as designated on the final development sidewalk plan. All sidewalks to be constructed by Owners shall be completed at such times as the driveway on the Lot is constructed. All sidewalks shall be poured concrete, with expansion joints, such construction to be perpetual and continuous along the street frontages and across the driveway of each Lot. In the event any Owner, or parties with whom Owner contracts for work on the Owner's Lot, causes damage to a sidewalk or street curb, such Owner shall be responsible for repairing said damage.

Section 14. Sales Office. To the extent deemed necessary or desirable by Declarant, Declarant shall be permitted to place sales offices and construction and storage facilities for uses attributable to the construction, development, marketing and maintenance of the Community on any unsold Lot or on any Common Areas as in the Community.

Section 15. Sanitary Waste Disposal.

A. Nuisances. No outside toilets shall be permitted on any Lot (except during a period of construction, and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to be exposed.

B. Construction of Sanitary Sewage Lines. All sanitary sewage lines on the Lots shall be designed, constructed and installed in accordance with the provisions and requirements of Monroe County and the Restrictions.

C. Connection Requirements for Sanitary Sewers. All homes shall have sewers directly connected to the public sanitation system.

Section 16. Exterior Material. All homes, exclusive of wood and vinyl trim, gables, windows and doors, will be ***all*** brick.

Section 17. Garage Requirements. All homes shall have a two car attached garage.

Section 18. Mini Barns. Mini barns are prohibited on any Lot.

Section 19. Building Size. Each half of a Dwelling Unit shall have a minimum living area (exclusive of garage, open porches and verandas) of 1200 square feet.

Section 20. Parking. No Owner shall park his or her car, motorhome, or other vehicle on any street within the Community, except as temporarily necessary due to social events or the maintenance, repair, or cleaning of such Owner's Lot or improvements located on the Lot. No vehicle which exceeds twenty (20) feet in length, nor any inoperable vehicles of any length, shall be parked for storage overnight or longer in such a manner as to be visible to occupants of the other Lots in the Community or the users of any street within the Community. All commercial vehicles must be parked overnight within an enclosed garage. No Vehicle shall be parked overnight on any street in the Community

Section 21. No Leasing of Dwelling Units. All Dwelling Units must be occupied by its Owner or Owners, and no Dwelling Unit or any part thereof may be leased.

Section 22. Temporary Structures. No Dwelling Unit shall be occupied prior to completion, and there shall be no temporary living quarters constructed within the Community. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a Dwelling Unit.

Section 23. Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept, or permitted on any Lot with the exception of dogs, cats or other usual and common household pets in reasonable number. No pets shall be kept, bred or maintained for any commercial purpose. All pets shall be confined by a fence, provided that invisible fencing may

satisfy such requirement, and all dpets shall be confined on a leash at all times whenever they are outside of a fenced-in yard.

Section 24. Nuisance. It shall be the responsibility of each Owner of a Dwelling Unit to prevent the development of any unclean, unhealthy, unsightly, or unkept condition of the Owner's Dwelling Unit. No Dwelling Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Dwelling Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Dwelling Unit that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other Owners of Lots or Dwellings in the Community. No noxious or offensive activity shall be carried on upon any Dwelling Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Dwelling Unit. There shall not be maintained any plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Yard incinerators for the disposal or burning of trash are not permitted anywhere within the Community.

Section 25. Clotheslines, Garbage Cans, Woodpiles, Etc. All clotheslines, garbage cans, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring Dwelling Units, streets, and other living quarters located adjacent to the Dwelling Unit. All rubbish, trash, and garbage shall be regularly removed from the Dwelling Unit and shall not be allowed to accumulate thereon. Yard incinerators for the disposal or burning of trash are not permitted.

Section 26. Signs. No sign of any kind, including any "For Sale" signs shall be nailed to any tree or attached to any street sign within the Community except as may otherwise be provided in this Declaration. Except for the entrance and directional signs constructed by the Declarant within the Easements, no sign of any kind shall be displayed to the public view upon any Lot or otherwise within the Community except (i) one family name sign of not more than 144 square inches in area, (ii) any signs utilized by the Declarant, or (iii) a sign limited in size to 20 inches by 30 inches containing the words "For Sale" indicating the name of the seller, seller's agent and a phone number.

Section 27. Subdivision of a Lot. There shall be no subdivision of any Lot within the Community nor any sale thereof in parcels except that a portion of a Lot may be sold to an adjoining Lot Owner if no new Lot is created and if the transferor obtains the prior written approval of the Committee; provided, however, the setback requirements cannot be waived.

Section 28. Trash Receptacles. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Community at any time, except at the times when refuse collections are being made.

Section 29. Line of Sight. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above any street, public or private, shall be placed or permitted to remain on any corner Lot within the triangular area formed by the

street boundaries and a line connecting them at points twenty (20) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 30. Damaged Structures. No Dwelling Unit which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

Schedule 9.3

Design and Development Guidelines and Application and Review Procedures

Section 1. Necessity for Construction Guidelines. In order to create and maintain a high quality residential development in the Hidden Meadow Community (the "Community"), certain criteria for all construction has been established by the Committee. Accordingly, the following guidelines for all construction on and improvement of any Lot, Dwelling Unit or Dwelling Unit subject to the Restrictions are hereby adopted by the Committee for guidance to Owners or potential Owners in preparing and submitting plans and specifications to the Committee for its consideration. These guidelines may be changed, modified and amended by the Committee at any time, and from time to time, in accordance with the procedure therefor set forth in these Restrictions.

NOTE: NO NEW CONSTRUCTION OR IMPROVEMENT TO AN EXISTING STRUCTURE MAY BE INITIATED WITHOUT PRIOR WRITTEN APPROVAL FROM THE COMMITTEE.

Section 2. General Requirements for All Construction in the Community. The general requirements are set forth below.

a. Square Footage. Minimum square footage requirements are or will be specified on the Plat. The square footage of a Dwelling Unit as referred to on such Plat shall not include porches, terraces, garages, carports, accessory buildings or basements. No Dwelling Unit in the Community shall have a square footage less than one thousand two hundred (1200) square feet.

b. Tree Preservation. No tree outside of the building, driveway and parking areas of a Lot shall be removed without the prior written approval of the Committee and such approval shall only be granted upon proof of unusual hardship in the practical utilization of the Lot. The removal or destruction of any trees without the consent of the Committee shall result in liability of the Owner of such Lot to replace said trees with trees of like kind, quality and size.

c. Colors and Materials of Homes. Materials used on the exterior of Dwelling Units and improvements are subject to the approval of the Committee, and all exterior colors are, generally, to be subdued, earthen tones or white and must match existing Dwelling Units.

d. Erosion Control and Tree Protection Measures. During periods of construction of a Dwelling Unit or other improvements on a Lot, the builder shall provide adequate physical barriers such as straw bales or snow fencing in order to protect trees from damage by construction equipment and related activities. In addition, builders shall be required to exercise erosion control measures in full compliance with all applicable governmental laws and ordinances and, in addition, shall take any additional measures or precautions to prevent silt transportation to the main

drainage ways. Builders shall provide appropriate temporary seeding of disturbed each areas and temporary wood or straw bale dams to restrict silt-sediment transportation. The Owner of a Lot shall be responsible for the performance of all requirements of these guidelines by builders and contractors employed or engaged by or through such Owner.

e. Sanitary Sewage Disposal Systems. No septic tanks or other sewage disposal systems are to be installed on any Lot and all Dwelling Units shall be connected to the public sewer system. Each Dwelling Unit shall have a mechanical device for grinding and disposing of garbage and food waste in the kitchen which shall discharge to the sewer drain.

f. Storm Water Drainage. To aid in the efficient operation of the storm water drainage system of the Community, all water discharged from Dwelling Units or other improvements on any Lot, including, but not limited to, water discharged from or through roofs, downspouts, sump pumps, gravity drains, water treatment and geothermal devices, patios, pool decks and tennis courts, shall be directed and controlled so that such water discharges to the Drainage Easements at locations determined by the Committee.

g. Additional Provisions. All roofing of structures on the property shall be a minimum of 300#/square asphalt shingle, or other material approved by the Committee. Roof pitches must be at least _____ on all Dwelling Units in the Community. The Committee may, at the Committee's sole option, provide a list of suggested interior finishes to Owners to establish guidelines for the desired quality of construction.

h. Construction Trades. All construction trades performing work on any Dwelling Unit on any Lot in the Community will be expected to do their work in a professional manner, and in accordance with all standards published by the recognized trade councils of their respective industries, and it shall be understood that all work performed shall be of the highest quality known to the trade. It is not the duty or the responsibility of the Committee to supervise or inspect the quality of construction performed by the construction trades, but should the Committee discover what it considers "low quality work"@or work being performed which is not in accordance with the plans approved by the Committee, the Owner of the Lot and the holder of the building permit for the work in question (if known) may be notified and the work shall be corrected to a professional standard and made to conform to the approved plans.

i. Manufacturer's Instructions. The manufacturer=s printed instruction and directions for the application or installation of their products shall always constitute the minimum standard for the application or installation of that product.

Section 3. Architectural Control Guidelines. As noted previously, any new Dwelling Unit or other building or any addition to an existing Dwelling Unit or building or an exterior alteration or renovation affecting the exterior of an existing Dwelling Unit or other

building must have the prior written approval of the Committee before any such work is undertaken. The Committee has established the following guidelines for construction and improvements. Any addition, exterior alteration or renovation affecting the exterior of an existing Dwelling Unit shall be compatible with the design character of the original Dwelling Unit. Any new buildings (if permitted) shall be compatible with the existing structure.

Section 4. Fences, Walls and Screening. It is the goal of the Committee to keep all fencing or screening as harmonious as possible with the architectural character of the Community. No fence or screen will be approved if its installation will obstruct necessary sight lines for vehicular traffic. Undue obstruction of view or other amenities from adjoining properties will be taken into consideration by the Committee when reviewing fences for approval. Except for decorative fences, fences shall not be nearer to the front of a Dwelling Unit than the rear foundation line of a the Dwelling Unit. The Committee discourages fencing of the entire back yard due to the effect that this fencing may have on the feeling of spaciousness desired by other Owners. The Committee shall have the right to require landscaping of the exterior side of all solid fencing on a Lot (i.e., on the sides of such fencing facing away from the Dwelling Unit on such Lot). Fences may be privately installed but must be constructed to professional levels of quality. Non-professionally installed fences will be inspected by the Committee after completion in order to insure that the final product is of a professional quality and final approval of the fence shall be deemed withheld until successful completion of this final review.

The Committee is of the opinion that the environmental integrity of the Community will be materially lessened if the open nature of the community is damaged by a proliferation of fences of excessive height. The Committee, therefore, will not approve fences over 8 feet in height which otherwise meet these guidelines. The Committee shall give consideration, however, to a variance in this height limit where the rear line of a Lot abuts a public road or where other clearly unique circumstances exist. The use of 8 foot fences around a Dwelling Unit's small backyard patio areas in order to secure privacy for the immediate patio area will be permitted.

The Committee will not approve an application for the installation of a chain link or other galvanized metal fencing unless it is: (1) vinyl coated or covered with similar coating material; (2) located behind the Owner's Dwelling Unit; and, (3) not visible from any public street or any private streets within the Community. All fencing or screening should preferably have finished material on both sides. If only one side has finished materials, that side must face the public side or adjoining property. Walls above grade should be constructed of natural stone, masonry or attractive timber.

Section 5. Landscaping and Plantings. Landscape improvements are considered by the Committee to be terraces, retaining walls, unusual vegetation coverings, walks, bank treatment, detached patios, and cabanas. With respect to these improvements the Owner shall submit:

a. Two copies of a plot plan showing the location of the proposed improvements on the Lot, existing grades at the nearest property line with proposed finished grades as applicable to the improvement.

b. Two copies of such additional plans as may in the Committee=s opinion be required in order to evaluate the appearance of the improvement and type of construction, including the type of material used, the color of the finished improvement and the type of vegetation, if any.

c. Trees, hedges and shrubs which restrict sight lines for vehicular traffic shall be cut back or removed. Special landscaping beyond that normally associated with a single family residence must be approved by the Committee prior to installation.

Section 6. Exterior Antennas. Unless specifically authorized by the Committee, no television, radio or other antennas (including, without limitation, satellite receiving dishes) may be erected by any Owner on the exterior of a Dwelling Unit or on a Lot.

Section 7. Swimming Pools. Swimming pools must have the approval of the Committee before any work is undertaken. Permanent backyard pools, including, but not limited to, above ground pools, will be approved by the Committee only after careful consideration of the potential effect of such a pool on neighboring Dwelling Units. Generally, construction or installation of pools will not be approved.

An application for the construction of a swimming pool will not be considered unless the application is accompanied by an application for acceptable fence and landscape design approval. The design of such fence shall conform to county or municipal regulations for such fencing. Use of plantings in the vicinity of the proposed pool will be required to soften the effect of sound and required pool fencing on adjacent properties.

Section 8. Retaining Walls and Bank Treatments. Any retaining wall must be approved by the Committee before installation is initiated. Retaining walls which divert ground water onto adjoining properties or which otherwise substantially change the existing drainage pattern will not be approved.

Section 9. Mailbox Design. In order to preserve the overall aesthetic appearance of the Community, any change to an existing mailbox must be approved by the Committee before undertaken or before a new mailbox may be installed.

Section 10. Miscellaneous. All exterior lighting shall be directed in such a manner so as not to create annoyance to adjacent properties. Trash and garbage containers shall not be permitted to remain conspicuous except on days of trash collection. Owners shall keep garage doors closed at all times except during times of actual use of the garage facility. All garage doors must have automatic closing devices. Collapsible and removable clothes lines will be permitted by the Committee, but permanent clothes lines will not be approved by the Committee.

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Monroe County Recorder IN
Recorded as Presented

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
HIDDEN MEADOW SUBDIVISION

This FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF HIDDEN MEADOW (this "First Amendment") is made this 31st day of July, 2009 by DDL Development, LLC, an Indiana limited liability company ("Declarant").

(A) On September 8, 2008, Declarant caused to be recorded a Declaration of Covenants and Restrictions of Hidden Meadow in the office of the Recorder of Monroe County, Indiana, as Instrument Number 2008015112 (the "Declaration").

(B) The Declarant reserved the right in Section 15.2(h) of the Declaration to change the substance of one or more covenants, conditions, terms or provisions if such change does not materially increase the obligations of any Owner (as such term is defined in the Declaration) under any covenant, condition, term or provision without such Owner's consent.

(C) As of the date of this First Amendment, there are no "Owners," as such term is defined in the Declaration.

(D) The Declarant has determined it is desirable to remove the restrictions contained in Section 10.3 of the Declaration.

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

The Declarant hereby deletes in its entirety Section 10.3 of the Declaration, "Age Restrictions." All other terms, provisions and conditions of the Declaration shall retain their full force and effect.

IN WITNESS WHEREOF, the Declarant, by its duly authorized member, has executed this Declaration on the day and year first hereinabove set forth.

DDL Development, LLC

Adam C. Dick, Manager

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public, in and for said County and State, personally appeared Adam C. Dick, Manager of DDL Development, LLC, who acknowledged the execution of this First Amendment to Declaration of Covenants and Restrictions of Hidden Meadow and who, having been duly sworn, stated that all facts set forth are true to the best of his knowledge, information and belief.

Dated this 31st day of July, 2009. Cheryl H Patton

Printed: Cheryl H Patton

I reside in Monroe County, Indiana

My commission expires: April 5, 2015

CHERYL H. PATTON NOTARY SEAL PUBLIC MONROE COUNTY, IN

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

This instrument prepared by Garry L. Founds, **Mallor Clendening Grodner & Bohrer,** 511 Woodscrest Drive, Post Office Box 5787, Bloomington, Indiana 47407.

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