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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SHADOW CREEK SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions of Shadow Creek Subdivision ("Declaration") is made this 21ST day of September, 2004, by Sherwood Hills South, Inc., a corporation organized under the laws of the State of Indiana ("Declarant"). This Declaration is made by Declarant in an effort to create a first-class, aesthetically pleasing residential subdivision and to maintain the value, desirability, and attractiveness of all Lots located in Shadow Creek Subdivision ("Shadow Creek" and/or "Subdivision") located in Bloomington, Indiana. Accordingly, Declarant hereby declares the following: (1) The real property subjected to this Declaration shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the covenants, restrictions, easements, setbacks, assessments, charges, and liens hereinafter set forth in this Declaration; and (2) the purposes of this Declaration are to establish uniform standards governing the development and maintenance of the planned residential development to be known as "Shadow Creek Subdivision."

ADDITIONAL RECITALS

1. Declarant is the owner of the Shadow Creek Subdivision real estate.
2. Declarant desires to create a residential neighborhood to be known as Shadow Creek Subdivision that shall consist of forty-six (46) lots.

ARTICLE ONE DEFINITIONS

The following terms and words, when used in this Declaration, or in any supplement or amendment hereto, shall have the following meanings:

Section 1.01. Declarant. The term "Declarant" shall mean and refer to Sherwood Hills South, Inc. and/or any person, agents, successors and assigns, to whom it designates to have the rights of Declarant as identified within this Declaration.

Section 1.02. Declaration. The term "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions and Conditions of Shadow Creek Subdivision, to include any and all modifications or amendments hereafter recorded.

Section 1.03. Development Period. The term "Development Period" shall mean and refer to the period of time from the date that this Declaration is executed until the first to occur of the following: (1) the transfer of thirty-five (35) lots from Declarant to third parties; (2) the date

that Declarant decides to terminate the Development Period; or (3) January 1, 2007.

Section 1.04. Drainage Easement. The term "Drainage Easement" shall mean and refer to the strips and area of ground, identified and depicted on the Plat, that are created for the purpose of providing paths and courses for area and local storm drainage, either over land or in underground conduits to serve the needs of Shadow Creek Subdivision, adjoining ground, and/or the public drainage system.

Section 1.05. Lot. The term "Lot" shall mean and refer to a physical portion of the Subdivision designated for separate ownership or occupancy, the boundaries of which are depicted on the Plat of the Subdivision as a numbered parcel.

Section 1.06. Owner. The term "Owner" shall mean and refer to Declarant and any other person who owns a Lot within the Subdivision. The term "Owner" shall not include a person having a security interest in a Lot solely as security for an obligation. In the event of multiple owners of a single Lot, all persons who own a Lot collectively shall be considered a solitary Owner.

Section 1.07. Person. The term "Person" shall mean one or more individuals, or a corporation, estate, trustee, partnership, association, limited partnership, limited liability company, limited liability partnership, joint venture, government subdivision or agency, or other legal or commercial entity.

Section 1.08. Plat. The term "Plat" shall collectively mean and refer to the recorded subdivision Plat for Shadow Creek Subdivision to be recorded in the Office of the Recorder of Monroe County, Indiana, and as the same may hereinafter be supplemented or amended. Said Plat, among other things, describes the Lot lines, Easements, Right-of-Ways and Building Setback Areas.

Section 1.09. Residence. The term "Residence" shall mean and refer to a single-family dwelling constructed on any Lot within the Subdivision which construction shall be in accordance with the terms and provisions contained in this Declaration.

Section 1.10. Structure. The term "Structure" shall mean and refer to any Residence, building, gazebo, greenhouse, or other such permanent improvement constructed within the Subdivision, the construction of which shall be in accordance with the terms and provisions contained in this Declaration.

Section 1.11. Tree Conservancy Easement. The term "Tree Conservancy Easement" shall mean and refer to the strips and area of ground, identified and depicted on the Plat, that are created for the purpose of providing tree preservation.

Section 1.12. Utility Easement. The term "Utility Easement" shall mean and refer to the strips and area of ground, identified and depicted on the Plat, that are created for the purpose of providing public utility companies the right to install, maintain, repair, and replace, as needed, transmission lines, mains, ducts, pipe conduits, cables, transformers and other utility service devices, either over land or in underground conduits, to serve the needs of Shadow Creek Subdivision and adjoining lands.

Section 1.13. Pathway Easement. The term "Pathway Easement" shall mean and refer to the strips and area of ground, identified and depicted on the Plat, that are created for the purpose of providing a public pathway to serve the needs of Lot Owners in Shadow Creek Subdivision and residents of adjoining lands.

ARTICLE TWO PROPERTY SUBJECT TO THE DECLARATION

Section 2.01. Legal Description. The property that shall be subject to this Declaration is to be known as Shadow Creek Subdivision. The subject property is more particularly described in **Exhibit A** attached hereto and incorporated by this reference. Said real property shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the covenants, restrictions, easements, setbacks, assessments, charges, and liens hereinafter set forth in this Declaration. In addition to the real property referenced above, the Declarant may subdivide or plat other real property not herein described as additional phases or sections.

Section 2.02. Owner Acknowledgment. The Owner(s) of any Lot in Shadow Creek Subdivision by acceptance of a deed conveying title thereto, or by execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or by occupying any Lot shall conclusively be deemed to have accepted such deed, executed such contract and/or undertaken such occupancy subject to the terms and conditions of this Declaration. Moreover, each such Owner or occupier of said Lot(s) agrees to honor, keep, observe, and comply with the terms and conditions of this Declaration and further, acknowledges and accepts the rights and powers of Declarant, his agents, successors, or assigns after the expiration of the Development Period, to enforce the terms and conditions of this Declaration.

ARTICLE THREE USE OF LAND

Section 3.01. Lot Use. No Lot or Lots located within the Subdivision shall be used for any purpose other than for single-family residence purposes.

Section 3.02. Auxiliary Structures. Subject to the prior written approval of Declarant, its authorized agents, successors, or assigns, appropriate and slightly auxiliary structures, such as gazebos, greenhouses, underground swimming pools, and other such appropriate and slightly outbuildings and structures may be erected on any of the Lots in the Subdivision. Declarant, its authorized agents, successors, or assigns, may, however, refuse to approve any such auxiliary structure plan(s) based purely upon aesthetic grounds as decided by Declarant.

Section 3.03. Commercial Uses. No Lot or building or any part thereof erected on any Lot shall be used for industry, business, trade, or commercial purposes, other than home professional pursuits without employees.

Section 3.04. Occupation of Residences. No Residence shall be occupied prior to its completion, and there shall be no temporary living quarters constructed on any Lot. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any Lot within the Subdivision shall be, at any time, used as either a temporary or permanent Residence.

Section 3.05. Subdivision of Lots. No Lot within the Subdivision may be subdivided for the purpose of creating a new Lot for the construction of a Residence or for any commercial purposes. No building site shall be less in area than the area of the smallest Lot platted on the Plat of the Subdivision. Adjoining Lots may, however, be recombined to adjust property lines, provided that no new Lot is thereby created.

Section 3.06. Time-Sharing and Leasing. No Lot may be owned or conveyed for "time-sharing" purposes. No Lot may be leased for a term of less than six (6) months. All leases shall be in writing and subject to the terms and conditions of this Declaration.

ARTICLE FOUR BUILDING RESTRICTIONS AND CONDITIONS

Section 4.01. Interior Area of Residences. The main dwelling area of any residence constructed on any Lot shall contain at least Two Thousand Two Hundred (2,200) square feet of finished area, if more than one story, which shall include at least One Thousand One Hundred (1,100) square feet of finished area on the first non-basement level of any multi-story residence, exclusive of garages, open porches, and basements, unless otherwise allowed by prior written waiver signed by Declarant, its authorized agents, successors or assigns, and properly recorded in the Office of the Recorder of Monroe County. Split-level and bi-level residences shall be considered multi-level residences. Ranch style residences shall contain at least Two Thousand (2,000) square feet of finished area on the main level of such residence, exclusive of garages, open porches, and basements, unless otherwise allowed by prior written waiver signed by Declarant, its authorized agents, successors or assigns, and properly recorded in the Office of the

Recorder of Monroe County.

Section 4.02. Building Exteriors. The exterior of each Residence within the Subdivision shall be sided with wood, stone, stucco, brick, aluminum, vinyl weather boarding, or other similar material. Any "similar material" must be pre-approved in writing by Declarant, its authorized agents, successors, or assigns. All wood siding materials must be either stained or painted, rather than left in a "weathered" state. Notwithstanding the above, the front elevation of each Residence within the Subdivision must be completely sided with wood, stone, stucco or brick; no vinyl or aluminum siding shall be permitted on the front elevation of any Residence (although soffit, fascia and shutters on the front elevation may be vinyl or aluminum). Moreover, any porch or stoop constructed on the front elevation of a Residence must be constructed with stone or concrete. Wood decks or landings on the front elevation shall not be permitted.

Section 4.03. Fences and Walls. All fences or walls must be approved, in writing, by Declarant, its authorized agents, successors or assigns. Further, no Owner shall be permitted to erect any fence of barbed wire, fences which are electrically charged or those made of steel material, except chain link fences. Fences shall not be higher than six feet (6') with the exception of swimming pool enclosures. No fence may be constructed on a property line parallel to any roadway located within the Subdivision nor may a fence be constructed in a manner that causes such fence to extend in front of the front elevation of the subject Residence.

Section 4.04. Minimum Setback Lines. No residence building, or any part thereof, including garages, porches, and decks, nor any other permanent structure shall be erected closer than twenty-five feet (25') from the front lot line nor closer than twenty-five feet (25') from any rear lot line. With respect to side lot lines, single story residence buildings and any part thereof (such as garages, porches, decks or other permanent structure) shall be set back at least eight feet (8') from one side lot line and twelve feet (12') from the other side lot line while residence buildings and any part thereof (such as garages, porches, decks or other permanent structure) consisting of more than a single story shall be set back at least twelve feet (12') from both side lot lines. If, however, more restrictive setback lines are indicated on the Plat of Shadow Creek Subdivision or prescribed by the applicable Monroe County Building ordinances and codes then the more restrictive setback lines indicated on said Plat or by said ordinances and codes shall control.

Section 4.05. Decks and Patios. Decks and patios may be constructed of treated wood, stone, or concrete. Wood decks are not, however, permitted on the front elevation of any Residence.

Section 4.06. Easements on Plat. All Lots are subject to any and all easements, including but not limited to all utility, detention, drainage, pathway, signage and tree conservancy

easements, as shown on the Plat, and further described in Article Five herein.

Section 4.07. Landscaping. Within sixty (60) days of occupying a Residence, weather permitting, each Lot Owner agrees to have their front yard, extending from the front of their Residence and to the access road, sewn with grass seed. Further, said Lot Owners shall install and plant sufficient foundation planting to cover the foundation on the front of their Residence. No landscaping shall impede the flow of storm water. Thereafter, each Lot Owner agrees to maintain their lawn and landscape, including any public right-of-way areas that may exist on such Lot, in a reasonable fashion so as to prevent the unsightly growth of vegetation and weeds and to promote the overall aesthetic appearance of the Subdivision.

Section 4.08. Garages and Driveways. Every Residence within the Subdivision shall have an attached garage for the "off-street" parking of at least two (2) vehicles. Moreover, every Residence shall have a driveway, constructed of concrete or paved with blacktop, extending from the garage of each Residence and to the access road with each such driveway being a minimum of at least sixteen feet (16') in width.

Section 4.09. Garbage Disposal. All Residences erected within the Subdivision shall be equipped with a mechanical device for the grinding and disposal of food wastes. Such device shall be located within the kitchen of each Residence and connected to the sewer.

Section 4.10. Underground Utilities. All permanent telephone, electrical and cable television or similar connections from the main lines to the Residences shall be underground, unless deemed impractical in writing by the company providing the service. Thereafter, as soon as underground installation becomes practical, then such connections shall be placed underground.

Section 4.11. Building and Health Codes. All Lot Owners shall build and maintain their Residences, within the Subdivision, pursuant to all applicable building and health department codes.

Section 4.12. Television Antennas and Satellite Dishes. All television antennas and satellite dishes within the Subdivision, and their proposed location, must be approved in writing, prior to their installation, by the Declarant, its agents, successors, or assigns. All such approved antennas and dishes shall, however, be screened from the roadways by landscaping or landscaped buffers. Moreover, no such satellite dish for receiving or sending transmission signals may be larger than the 19-inch "DSS-type" devices.

Section 4.13. Preservation of Lots. In addition to the landscape requirements referenced above, each Owner will maintain their Lot in a reasonable state of preservation and cleanliness.

Section 4.14. Trash Removal. No Lot shall be used or maintained as a dumping area for rubbish, trash, or garbage. All trash shall be kept in sanitary containers and out of sight and

under cover, except on days of trash collection. All equipment and containers for the storage or disposal of such material shall be kept in a clean, sanitary and functional condition. No trash shall be burned on the premises, except for construction debris, fallen trees, and leaves, and then, only under the supervision of the Owner, or the Owner's agent, of the Lot on which construction debris, fallen trees, and/or leaves or being burned.

Section 4.15. Other Prohibited Activities (Noxious Material, Clothesline, Storage Tanks, Etc.). No manufacturing or storing of any noxious, illegal, or offensive material or other offensive activities shall be carried on upon any Lot in the Subdivision. Activities and actions that may, in any manner, become an annoyance or a nuisance to the neighborhood are prohibited. No permanent clothesline shall be erected on any Lot within the Subdivision. The installation or maintenance of gas and/or oil tanks, or underground storage tanks within the Subdivision shall be prohibited. No above-ground swimming pools shall be permitted on any Lot within the Subdivision.

Section 4.16. Sewer. No Lot shall be transferred without a corresponding sewer tap permit from the appropriate sewer servicing company.

Section 4.17. Approval of Plans. As generally referenced in the provisions contained herein, and for the purpose of further insuring the development of Shadow Creek Subdivision is of high standards, no construction shall begin for the erection of any Residence or other Structure, nor shall any existing Residence or other structure be altered, changed, or modified until the plans, specifications, material description, and plot plan showing the location of such Residence or other structure are pre-approved in writing by the Declarant, its authorized agents, successors, or assigns, so that conformity to this Declaration can be insured. Declarant, its authorized agents, successors, or assigns, may, however, refuse to approve such plans based purely on aesthetic grounds, as determined in Declarant's sole judgment and belief.

ARTICLE FIVE EASEMENTS

Section 5.01. Drainage, Access, Signage, Pathway, Tree Conservancy and/or Utility Easements. The strips and area of ground, as illustrated on the Plat for Shadow Creek, and marked as "Drainage and Utility Easement," "Drainage Easement," "Access and Utility Easement," "Signage Easement," "Pathway," "Tree Conservancy Easement" and/or "Utility Easement" are owned by the Owners of the Lots that such easements appear and affect. Such ownership is subject to, however, the rights of the public, public utilities, cable television facilities, Subdivision identifying sign placement and the Declarant, its agents, successors, and assigns, for the installation and maintenance of water and sewer mains, storm sewers, drainage

facilities, poles, ducts, lines, cables, and wires, as well as the necessary equipment for such installation and maintenance, related thereto. No permanent or other structures are to be erected or maintained upon said strips of land, but Owners of the Lots within Shadow Creek shall take their title to their Lot(s) and maintain said Lot, including the areas identified as easement areas, subject to the rights of the public utilities, the Declarant, its agents, successors, and assigns, and the Owners of the other Lots within the Subdivision. Further, no Owner shall regrade, change or modify the grade within any Drainage Easement that will or may change or impede the flow of storm water.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01. Parking and Vehicles. Except for service deliveries, no boat, trailer, camper, commercial vehicle, motor home or other vehicle, other than automobiles and trucks of less than one (1) ton capacity, shall be stored or parked on any Lot within the Subdivision, or on any private or public access roads, unless parked in a closed garage. No disabled or inoperable vehicle shall be kept on any Lot for more than three (3) working days. Further, Lot Owners shall not park their automobiles or other vehicles on public or private access roads within the Subdivision.

Section 6.02. Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot within the Subdivision, except that dogs, cats and/or other animals, normally and/or reasonably recognized as household pets, may be kept provided that they are not kept, bred, or maintained for any commercial purposes and do not constitute a nuisance or interfere with the use by other Owners of their Lot(s).

Section 6.03. Signs. No signs or other advertising, except standard real estate "for sale" signs shall be displayed on any Lot unless the size, form, and number of sign(s) are first approved in writing by Declarant, its agents, successors, or assigns.

Section 6.04. Declarant's Special Rights. Declarant shall have all rights and privileges necessary to complete the improvements contemplated on the Plat and no Owner or Person may take action that would interfere or diminish Declarant's ability to complete said improvements.

Section 6.05. Amendment. Upon the expiration of the Development Period, any proposed amendment to this Declaration must be approved, in writing, by not less than three-fourths (3/4's) of the Lot Owners in the Subdivision so long as such amendment does not substantially or materially alter or impair any Owner's rights or interests as a Lot Owner. Notice of any such proposed amendment must be provided to all Lot Owners. Moreover, notwithstanding the foregoing or any other term or condition in this Declaration, during the term

of the Development Period, the Declarant shall have the right, acting alone and without the consent or approval of the Owners, and/or any other person, to amend or modify this Declaration from time to time as Declarant deems desirable, provided that such amendment does not substantially or materially alter or impair any Owner's rights or interests as a Lot Owner. Should a dispute exist as to whether an amendment substantially or materially alters or impairs the rights or interests of any Lot Owner, the aggrieved parties will first make a good faith effort to settle the dispute by non-binding mediation prior to resorting to court action or binding arbitration. The cost of any such mediation, excluding each parties' attorney fees, if any, shall be equally split between the mediating parties.

Section 6.06. Notice. Effective notice shall consist of delivery of such notice at least seven (7) days prior to any action or attendance that may be required or the privilege of any such Owner and delivered in the following manner: a) by U.S. mail, with postage prepaid, and addressed to the Owner at Owner's last known post office address; or b) personal delivery to Owner's Residence to any occupant over the age of fourteen (14) years; or c) by affixing said notice to the front door of Owner's residence.

Section 6.07. Unenforceable or Invalid Provisions. Invalidation of any of these covenants, or of any term or condition contained within any such covenant, by judgment or court order, shall in no way affect any of the other provisions of this Declaration, which are hereby declared to be severable, and all such provisions not ruled invalid or unenforceable by judgment or court order shall remain in full force and effect.

Section 6.08. Enforcement. The terms and conditions contained in this Declaration shall be liberally construed to effectuate the purposes referenced above in the recital and additional recital paragraphs, and generally to create and maintain a uniform plan for the development and operation of Shadow Creek Subdivision. Accordingly, each covenant, condition, standard, limitation, and/or restriction contained in this Declaration, and not otherwise waived, may be enforced by the Declarant, its agents, successors and assigns, any Lot Owner(s), or other appropriate Person(s). Should there be any violation or breach or attempted violation or breach of the conditions and terms contained in this Declaration, said violation or attempted violation may be remedied by both legal and equitable means, including injunctive relief. If any provision herein is breached, in addition to other damages, the non-breaching party attempting to enforce the terms and provisions of this Declaration shall be entitled to costs, expenses, and reasonable attorney fees incurred in the enforcement of any provision in this Declaration, should a violation or attempted violation be held to have occurred.

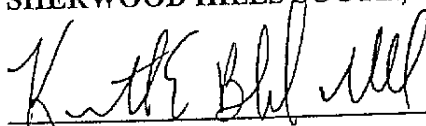
Section 6.09. Duration. This Declaration, along with its terms and provisions, shall run with and bind all real estate subjected to this Declaration, and all persons claiming under said

Declaration, until December 31, 2030, at which time this Declaration shall automatically renew and extend for successive periods of ten (10) years, unless by majority vote of the then Lot Owners of the Subdivision Lots, agree to modify or amend this Declaration in whole or in part.

IN WITNESS WHEREOF, the Declarant, Sherwood Hills South, Inc., has executed this Declaration of Covenants, Conditions and Restrictions of Shadow Creek Subdivision on the date and year first written above.

DECLARANT

SHERWOOD HILLS SOUTH, INC.

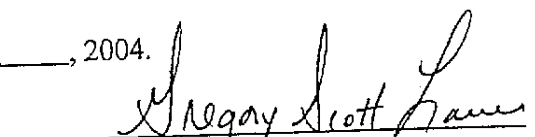


Kenneth E. Blackwell, President

STATE OF INDIANA, COUNTY OF MONROE) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the within named Kenneth E. Blackwell, as President of Sherwood Hills South, Inc., who acknowledged the execution of this Declaration of Covenants, Conditions and Restrictions of Shadow Creek Subdivision, who having been duly sworn, stated that the facts set forth here are true and accurate to the best of his knowledge and belief.

Dated this 21st day of SEPTEMBER, 2004.


Notary Public, residing in Monroe County

My Commission Expires:



09/01/2009

GREGORY SCOTT LAUER
Printed Name

SHADOW CREEK SUBDIVISION DESCRIPTION

A part of the Northeast Quarter of the Northwest Quarter of Section 11, Township 8 North, Range 1 West, Monroe County, Indiana, and more particularly described as follows:

BEGINNING at the Northwest Corner of Section 11, Township 8 North, Range 1 West; thence along the North line of said Section and along Moores Pike SOUTH 87 degrees 33 minutes 55 seconds EAST, 838.38 feet; thence leaving said North line and Moores Pike SOUTH 00 degrees 53 minutes 21 seconds WEST, 775.92 feet; thence SOUTH 44 degrees 11 minutes 05 seconds WEST, 304.96 feet; thence SOUTH 80 degrees 03 minutes 17 seconds WEST, 134.04 feet; thence SOUTH 87 degrees 22 minutes 06 seconds WEST, 238.45 feet; thence SOUTH 47 degrees 44 minutes 53 seconds WEST, 85.59 feet; thence NORTH 89 degrees 48 minutes 17 seconds WEST, 73.19 feet; thence NORTH 62 degrees 28 minutes 10 seconds WEST, 43.14 feet; thence NORTH 27 degrees 08 minutes 35 seconds WEST, 76.37 feet; thence NORTH 84 degrees 56 minutes 55 seconds WEST, 23.06 feet; thence NORTH 00 degrees 40 minutes 40 seconds WEST, 151.90 feet; thence NORTH 02 degrees 15 minutes 34 seconds WEST, 150.39 feet; thence NORTH 00 degrees 12 minutes 50 seconds EAST, 165.00 feet; thence NORTH 00 degrees 44 minutes 57 seconds EAST, 125.00 feet; thence NORTH 00 degrees 14 minutes 23 seconds EAST, 389.18 feet; thence NORTH 87 degrees 33 minutes 55 seconds WEST, 6.51 feet; thence NORTH 00 degrees 10 minutes 54 seconds EAST, 50.00 feet to the point of beginning, containing 19.183 acres, more or less.