



DAVID BRENTON'S TEAM

RE/MAX Select, REALTORS

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www.move2indy.com

The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

The information is deemed reliable, but not guaranteed.

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PLAT + REFERENCE # 2000-0105962
2000-0105963

(48)

MARTHA A. WOHACKS
MARION COUNTY RECORDER

331544 JUL -78

**DECLARATION
OF COVENANTS AND RESTRICTIONS OF THE TRACTED FOR PAYMENT
COPELAND MILLS ESTATES SUBJECT TO LEGAL ACCEPTANCE
FOR TRANSFER**

THIS DECLARATION made this 29th day of June, 2000,
by Sentry Development, Inc. an Indiana Corporation, (hereinafter referred to as
DECLARANT).

WITNESSETH:

WHEREAS, the following facts are true:

- A. DECLARANT at the time of execution hereof is the owner in fee simple of the real estate attached hereto as Exhibit A (the "Tract"); to be known as the Copeland Mills Estates Subdivision, located in Marion County, Indiana and incorporated herein.
- B. DECLARANT, by execution of this Declaration, assures that all properties which are conveyed and which are part of the "TRACT" shall be conveyed subject to the terms and conditions of this Declaration, which shall run with the "TRACT" and be binding upon all parties having right, title or interest in the "TRACT", or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each Owner.

NOW, THEREFORE, DECLARANTS hereby makes this Declaration as follows:

- 1. Definitions. The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:
 - (a) "APPLICABLE DATE" means the date determined pursuant to Paragraph 8 of this declaration.
 - (b) "Articles" or "Articles of Incorporation" means the Articles of

07/07/00 11:53AM WANDA MARTIN MARION CITY RECORDER
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MARTHA A. WOMACKS
MARION COUNTY AUDITOR

331544 JUL-78

DECLARATION
OF COVENANTS AND RESTRICTIONS ON
COPELAND MILLS ESTATES NOW ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

THIS DECLARATION made this 29th day of June, 2000,

by Sentry Development, Inc. an Indiana Corporation, (hereinafter referred to as
DECLARANT).

WITNESSETH:

WHEREAS, the following facts are true:

- A. DECLARANT at the time of execution hereof is the owner in fee simple of the real estate attached hereto as Exhibit A (the "Tract"); to be known as the Copeland Mills Estates Subdivision, located in Marion County, Indiana and incorporated herein.
- B. DECLARANT, by execution of this Declaration, assures that all properties which are conveyed and which are part of the "TRACT" shall be conveyed subject to the terms and conditions of this Declaration, which shall run with the "TRACT and be binding upon all parties having right, title or interest in the "TRACT", or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each Owner.

NOW, THEREFORE, DECLARANTS hereby makes this Declaration as follows:

1. Definitions. The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:
 - (a) "APPLICABLE DATE" means the date determined pursuant to Paragraph 8 of this declaration.
 - (b) "Articles" or "Articles of Incorporation" means the Articles of

Incorporation of the Corporation, as hereinafter defined. The Articles of Incorporation are incorporated herein by reference.

- (c) "Board of Directors" means the governing body of the Corporation elected by the Members in accordance with the By-Laws of the Corporation (the "Board").
- (d) "By-Laws" shall mean the By-Laws of the Corporation and shall provide for the election of directors and officers and other governing officials of the Corporation. A copy of the By-Laws is incorporated herein by reference.
- (e) "Common Expense" means expenses for the administration of the Corporation, and expenses for the upkeep, maintenance, repair and replacement of the Common Areas or the Common Expense Areas which includes, but is not limited to, the electric street lights in the Copeland Mills Estates Subdivision, and all sums lawfully assessed against the members of the Corporation.

(f) Common Areas and/or Common Expense Areas.

The following appear as designated upon the Final Plat of the **COPELAND MILLS ESTATES SUBDIVISION.**

(a) Common Areas shown on the PLAT

(i) Lake/Common Areas B, C, D, & E.

The "Lakes" designated as a "Lake/Common Area" on the recorded plat of the Copeland Mills Estates Subdivision (PLAT) shall be owned and maintained by the Association. Access to the Lake shall be provided by each of the following means as regulated by the terms of the easement herein stated and by the rules and regulations of the Association.

- the Permanent Drainage easements at the South and West

portions of the Common Area "C" as shown on the PLAT and then described in the PLAT Covenants.

- The shoreline access for shoreline fishing only at the portions of the "LAKES" next to Copeland Mills Drive.

Electrically operated pump type fountains (separately metered to the Association) may be placed within the Lakes for aesthetics and algae abatement purposes.

Any improvements of the common areas and fountains shall be installed by the Developer as soon as practical after the PLAT is recorded but no later than when 50% of the Lots have been conveyed from Declarant to other parties of record but in no event later than two (2) years after the date of recordation of this Declaration.

(ii) Common Area A (Designated as Common Area A on the PLAT)

This area will be owned and maintained by the Association as a grassed green area.

(iii) Sign Easements (Designated as Sign & Landscape Easements on the PLAT)

These areas will be owned and maintained by the Association and will contain lighted wall signs identifying the Copeland Mills Estates Subdivision with accompanying aesthetic landscaping with the balance not so occupied being grass with some additional landscaping and irrigation system which will be incorporated to improve the ability to maintain this entry point into the Copeland Mills Estates Subdivision. The wall signs landscaping seeding, electricity for the signs and irrigation will be installed by the Developer as soon as practical after the PLAT is recorded.

(b) Special Notes Re: Common Expense

- Wherever ownership and maintenance in the Association are cited in this Item (f) and also in the language of easements under the recorded plat covenants of the PLAT they shall be part of the Association's right to label same as part of the common expenses of the Association.
- ALL AREAS DESIGNATED AS COMMON AREAS HEREIN ARE GENERAL COMMON AREAS FOR USE OF THE MEMBERS OF THE COPELAND MILLS ESTATES HOMEOWNERS ASSOCIATION, INC. SUBJECT TO RULES AND REGULATIONS OF SUCH ASSOCIATION. DECLARANT MAKES NO REPRESENTATIONS AS TO THE LEVEL OF WATER TO BE MAINTAINED IN THE LAKES.

(g) "Corporation" also known as HOA means the Copeland Mills Estates Homeowners Association, Inc., its successors and assigns, a not-for-profit corporation, whose members shall be the Owners of Lots, or appointees as provided in Paragraph 8 of this Declaration; such Corporation being more particularly described in Paragraph 8 of this Declaration.

(h) "DECLARANT" shall mean and refer to Sentry Development, Inc. and any successors and assigns of it 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 "TRACT" (only within the Exhibit A real estate) pursuant to the exercise to rights under, or foreclosure of, a mortgage executed by DECLARANT.

- (i) "Dwelling Unit" means the living unit located upon a Lot.
- (j) "Lot" means any plat of ground designated as such upon the recorded Final Plat of Copeland Mills Estates, and upon which
 - (1) Dwelling Unit is constructed or is to be constructed. When Lot is used it shall be deemed to include the Dwelling Unit, if any, located thereon.
- (k) "Member" means a member of the Corporation.
- (l) "Mortgagee" means the holder of a first mortgage lien on a Lot.
- (m) "Copeland Mills" or "Copeland Mills Estates" means the name by which the TRACT, as described in Paragraph A above, which is the subject of this Declaration, and shall be known.
- (n) "Owner" means a person, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof, who owns the fee simple title to a Lot.

2. Declaration. DECLARANT hereby expressly declare that the "TRACT" shall be held, conveyed and transferred in accordance with the provisions of this Declaration.

3. Description of "COPELAND MILLS ESTATES". COPELAND MILLS ESTATES consists of 119 Lots, as designated on the Final Plat. The legal description for each lot in COPELAND MILLS ESTATES shall be as follows:

Lot _____ in COPELAND MILLS ESTATES, a subdivision in Marion County, Indiana, as per plat thereof recorded _____, 20____ as Instrument No. _____, in the Office of the Recorder of Marion County, Indiana.

4. Ownership of Common Area. Common Areas A, B, C, D, and E as shown on the recorded plat of COPELAND MILLS ESTATES and as

detailed in Item I (f) hereof are subject to this Declaration and shall be conveyed to the "HOA" at a time hereafter described, and thereafter owned by the Corporation, and shall be held for the use and enjoyment of all the Members except where the Common Area is labeled Limited Common Area and is limited in use as detailed in Item I (f) unless later amended hereunder. The maintenance of the Common Areas A, B, C, D and E will be the responsibility of the HOA. The right to use and enjoy Common Areas A, B, C, D and E shall pass with title to every Lot, subject to the provisions of this Declaration, including, but not limited to, the following:

- (a) The right of the Corporation to control the right to and the type of construction of any improvements that adjoin on or project into the Lake.
- (b) The right of the Corporation to suspend any Member from the right to use the Lake and other Common Areas for any period during which any assessment against such Member's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Board's published rules and regulations.
- (c) The right of the Corporation, upon approval by a written instrument signed by two-thirds (2/3rds) of all Class A Members, two thirds (2/3rds) of all Class B Members, and by two thirds (2/3rds) of all first mortgagees, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Corporation.
- (d) The right of the Corporation to adopt such rules and regulations regarding the Common Areas as it deems necessary as provided in Paragraph 19.

- (e) A given Common Area in platted portions of the TRACT made subject to this Declaration shall be conveyed by the DECLARANT and thereafter owned by the Corporation no later than when 80% of the Lots in Copeland Mills Estates have been transferred to a name other than the DECLARANT.
5. Delegation of Use of the Common Area. Any Member may delegate, in accordance with provisions of this Declaration and the rules or regulations promulgated by the Corporation, his right of enjoyment, and use of the Common Area to members of his family, his tenants or contract purchasers who reside on any Lot.
6. Encroachments and Easements in Common Area. If by reason of inexactness of construction, settling after construction or for any reasons, any Common Area encroaches upon any Lot, an easement shall be deemed to exist and run to the Corporation for the maintenance, use and enjoyment of such Common Area. 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 Area and serving his Dwelling Unit.
7. Easements for Utilities and Public and Quasi-Public Vehicles. Reference and incorporation herein is made to the plat covenants and subdivision layout in the recorded PLAT of the Copeland Mills Estates Subdivision for the placement of, the purpose of and/or the rights and obligations relative thereto whose realty has easements imposed on their Lots and the Copeland Mills Estates Homeowners Association, Inc. (Association).
8. Corporation; Membership; Voting; Functions.

(a) Membership in Corporation. DECLARANT and each Owner of a Lot which is subject to assessment shall, automatically upon becoming an Owner, be and become a Member of the Corporation and shall remain a Member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and will be transferred to the new Owner of his Lot; provided, however, that any person who holds an interest in a Lot merely as security for the performance of an obligation shall not be a Member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a Member of the Corporation.

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

(i) Class A. Class A Members shall be all Owners except Class B Members. Each Class A Member shall be entitled to one (1) vote for each 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 Corporation, but all of such persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

(ii) Class B. Class B Members shall be Declarants and including all successors and assigns of DECLARANT effective upon the date of a written notice mailed or delivered to the resident agent of the Corporation. Each Class B Member shall be entitled to four (4) votes for each Lot of which it is the Owner in all matters requiring a vote of the Members of the Corporation (Lots for this purpose include Lots reflected in a recorded plat). The Class B membership shall cease and terminate upon the APPLICABLE DATE, which shall be the first to occur of:

1. the date upon which the written resignation of the Class B Members is delivered to the resident agent

of the Corporation;

2. thirty (30) days after the date when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or;
3. Five (5) years after date of recordation of this Declaration.

(c) Functions. The Corporation has been formed for the purpose of providing for the maintenance, repair, upkeep, replacement, and administration of the Common Areas, and Common Expense Areas (Item 1 (f) and to pay any other necessary expenses and costs in connection with these areas, and to perform such other functions as may be designated by it to perform this Declaration.

9. Board of Directors.

(a) Management. The business and affairs of the Corporation shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be either an Owner or a person appointed by DECLARANT as provided in subparagraph (b) of this Paragraph 9.

(b) Initial Board of Directors. The Initial Board of Directors shall be composed of the persons designated in the Articles, to-wit: Rick W. French, Linda Hogan and Bruce Stinson (hereinafter referred to as the "Initial Board") all of whom have been or shall be appointed by DECLARANT. Notwithstanding anything to the contrary contained in, or any other provisions of this Declaration, the Articles or the By-Laws; (a) the Initial board shall hold office until the APPLICABLE DATE, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to the APPLICABLE DATE,

determined as provided above, every such vacancy shall be filled by a person appointed by 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 or judicial 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 determined as provided above, 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 Corporation are entitled to vote under the Declaration, the Articles, the By-Laws or otherwise; provided, however, this right to vote granted to DECLARANT shall not extend to votes of Members (if a vote is required) on matters of Special Assessments, mortgaging the Common Areas titled in the HOA or merger/consolidation of the Corporation with another corporation. 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 Member of the Corporation 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 Corporation nor an Owner of a Lot for any other purpose (unless he is actually the Owner of

a Lot and thereby a Member of the Corporation).

- (c) Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one person at a time.
- (d) Terms of Office and Vacancy. The Initial Board, per subparagraph (b) of this paragraph, shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the APPLICABLE DATE provided herein. There shall be separate nominations for the office of each member of the Board to be elected at such first election after the APPLICABLE DATE. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions subparagraph (b) of this Paragraph as to the initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the Owners if a Director is removed in accordance with subparagraph (e) of this Paragraph. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director removed or filled in the case of a vacancy.
- (e) Removal of Directors. A director or Directors, except the

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

- (f) Duties of Board of Directors. The Board of Directors shall be the governing body of the Corporation representing all of the Owners and being responsible for the functions and duties of the Corporation, including but not limited to, the management, maintenance, repair, upkeep, and replacement as required and detailed under this Declaration of the Common Areas, and Common Expense Areas (Item 1 (f)), and the collection and disbursement of the Common Expenses. The Board may, on behalf of the Corporation, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary, provided any such management agreement shall be for a term of three (3) years or less and shall provide that any such agreement may be terminated by either party upon ninety (90) days written notice to the other party. Other than the Initial Management under Paragraph 10 any decision thereafter to employ a professional property management agent shall require the prior consent of the Owners of at least fifty-one (51%) of the Members. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

- (i) protection of the Common Areas and Common Expense Areas (Item 1 (f)), unless the same are otherwise the responsibility or duty of Owners of Lots; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Corporation, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;
 - (ii) the duties delineated under Item 1 (f) hereof;
 - (iii) assessment and collection from the Owners of each Owner's respective share of the Common Expenses;
 - (iv) 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 annual meeting is mailed or delivered;
 - (v) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;
 - (vi) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Areas and the Common Expense Areas (Item 1 (f)) and the business and affairs of the Corporation specifying and itemizing the Common Expenses; all records and vouchers (including current copies of the Declaration, Articles of Incorporation, By-Laws and Rules) shall be available for examination by an Owner, Mortgagee, insurer or guarantor of a first mortgage, at any time during normal business hours;
 - (vii) procuring and maintaining for the benefit of the Corporation and the Board the insurance coverage required under the Declaration and such other insurance coverage as the Board, in its sole discretion, may deem necessary or advisable;
 - (viii) paying any other necessary expenses and costs in connection with the duties in subsection (ii) hereof; and
 - (ix) to furnish, upon request of any Mortgagee, insurer or guarantor of a first mortgage, an audited financial statement for the immediately preceding fiscal year.
- (g) 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:
- (i) to employ a Managing Agent to assist the Board in performing its duties;

- (ii) to purchase, lease or otherwise obtain for the Corporation to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgement of the Board of Directors;
 - (iii) to employ legal counsel, architects, contractors, accountants and others as in the judgement of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Corporation;
 - (iv) to employ, designate, discharge and remove such personnel as in the judgement of the Board of Directors may be necessary for the Board of Directors to perform its duties;
 - (v) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom; and
 - (vi) to open and maintain a bank account or accounts in the name of the Corporation.
- (h) Limitation on Board Action. After the APPLICABLE DATE, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 (adjusted annually for increases or decreases in the Consumer Price Index) without obtaining the prior approval of a majority of the Owners, except that in the following cases such approval shall not be necessary:
- (i) contracts for replacing or restoring portions of the Common Areas or Common Expense Areas (Item 1 (f)) damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
 - (ii) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and
 - (iii) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meetings of the Owners.
- (i) Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent,

if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

(j) Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgement exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm, or corporation arising out of decisions made or actions taken by the Board on behalf of the corporation, unless any such decision or action shall have been made or taken in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Corporation.

(k) Additional Indemnity of Directors. The Corporation shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Corporation, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him 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 is liable for gross negligence or willful misconduct in the performance of his duties. The Corporation shall also reimburse to any such Director the reasonable costs of

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

- (1) Bond. The Board of Directors may provide blanket fidelity bonds for the Managing Agent (if any), the treasurer of the Corporation, and such other officers or Directors of the Corporation that handle or are responsible for funds indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. Fidelity bonds shall name the

Corporation as an obligee and shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. Such bonds shall provide that they may not be cancelled or substantially modified for any reason without at least ten (10) days prior written notice to the Corporation. The expense of any such bonds shall be a Common Expense.

10. Initial Management. The Board of Directors has entered or may hereafter enter into a management agreement with DECLARANT or with a corporation or other entity affiliated with DECLARANT or designated by DECLARANT for a term not to exceed three (3) years with either party having the right to terminate upon ninety (90) days' notice under which DECLARANT (or such other corporation or entity as appropriated) will provide supervision, management, and maintenance of the Common Areas A, B, C, D and E of COPELAND MILLS ESTATES and other maintenance obligations detailed in Item (f), and in general perform all of the duties and obligations of the Corporation. Such management agreement may be renewed by the parties for additional terms of three (3) or less years or a new management agreement with different parties may be executed under similar terms and conditions..


Notwithstanding anything to the contrary contained herein, so long as a management agreement between the Corporation and DECLARANT (or such other corporation or entity as appropriate) is in effect, DECLARANT (or such other corporation or entity as appropriate) shall have and DECLARANT hereby reserves to itself (or such other corporation or entity as appropriate), the exclusive right to manage the Common Areas A, B, C, D and E of COPELAND MILLS ESTATES and perform all the other functions of the Corporation, maintenance or otherwise.

11. Real Estate Taxes. Real Estate taxes are to be separately assessed and taxed to each Lot as distinguished from the Common Areas. In the event that for any year the real estate taxes are not separately assessed and taxed to each Lot but

are assessed and taxed on the "TRACT" without a breakdown for each Lot and Common Areas, then each Owner shall pay an equal share of the real estate taxes assessed to the land and Improvements comprising the "TRACT".

12. Utilities. Each Owner shall pay for his own utilities which are separately metered. Utilities which are not separately metered, if any, shall be treated as and paid as part of the Common Expense unless otherwise determined by the Corporation.

13. Maintenance, Repairs and Replacements. Maintenance, repairs, replacements and upkeep of the Common Areas A, B, C, D and E and the Common Expense Areas, as detailed in Items 1 (e) and 1(f) of this Declaration, shall be furnished by the Corporation as a part of its duties and the cost thereof shall constitute a part of the Common Expenses.

 Each Owner shall be responsible for maintaining and keeping his Lot and all improvements thereon in a good, clean and sanitary condition except as modified by Item 1 (f) hereof.

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

If any Owner shall fail so to maintain and keep his property or any Common Area whose maintenance is the responsibility of the Owner or any part thereof in a good, clean and sanitary condition, exclusive of dwelling maintenance, the Corporation may perform

any work necessary to do so and charge the Owner thereof for such cost, which cost shall be added to become a part of the Owner's assessment, and such cost shall be immediately due, and shall be secured by the Corporation's lien on the Owner's real estate.

So long as the "TRACT" is subject to this Declaration each Owner, by his acceptance of a deed to any Lot, irrevocably grants the Corporation, 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 contemplated herein.

14. Architectural Control.

(a) The Architectural Review Board ("Review Board"). As a standing committee of the Corporation there shall be, and hereby is, established an Architectural Review Board consisting of the Board of Directors of the Association.

Until such time as all of the Lots subject to this Declaration have been transferred by the Declarant to title owner other than the Declarant, the Architectural Review Board shall be the Initial Board of Directors unless the Initial Board of Directors relinquishes this responsibility in writing to the Association at an earlier date. The Successor Architectural Review Board to the Initial Board shall be appointed by the Initial Board of Directors at the time above stated.

(b) Purpose. The Architectural Review Board shall regulate the external design, appearance, use and location of improvements for any Lot in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography and shall also monitor and entertain and issue decisions relative to the Common

Areas as detailed in the PLAT.

- (c) Conditions. No improvements, alterations, repairs, excavation, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the DECLARANT to an Owner shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, dock located on and into the Lake, Dwelling Unit, change in the Common Areas or Common Expense Areas (Item 1(f)), or other structure shall be commenced, erected, maintained, improved, altered, made to done on any Lot without the prior written approval of the Architectural Review Board.

The Architectural Review Board shall be limited to the following minimum standards with the right to impose higher standards for new construction:

- (i) The minimum living square foot area (exclusive of garages and open porches) shall be:
- (a) 1,300 square feet for a one story building located on the lots identified on the Conceptual Plan file dated March 14, 1997, as utilizing the Cluster Option for lot size reduction;
 - (b) "900 square feet for the first floor a building higher than one story located on all lots identified on the Conceptual Plan file-dated March 14, 1997, as utilizing the Cluster Option for lot size reduction provided that the total floor area shall be at least 1,500 square feet."
 - (c) 1,400 square feet for a one story building located on all lots not identified on the Conceptual Plan file-dated March 14, 1997, as utilizing the Cluster Option for lot size reduction; or,

(d) "1000 square feet for the first floor a building higher than one story located on all lots not identified on the Conceptual Plan file-dated March 14, 1997, as utilizing the Cluster Option for lot size reduction provided that the total floor area shall be no less than 1,600 square feet."

- (ii) Each dwelling is to have at least an attached 2 car garage.
- (iii) Each dwelling is to have a consistent style and color of mailbox to be determined and published by this Review Board or DECLARANT.
- (iv) Each dwelling is to have a hard surface driveway completed within the time period stated in the PLAT.

(d) Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing an application within thirty (30) days after such application (and all plans, drawings, specifications and other items required to be submitted to it in accordance with such rules as it may adopt) have been given to it, approval will be deemed granted by the Architectural Review Board. A decision of the Architectural Review Board may be appealed to the Board of Directors which may reverse or modify such decision by a two-thirds (2/3rds) vote of the Directors then serving. The Architectural Review Board may establish committees consisting of two (2) or more of its members, which committees shall exercise such powers of the Board as may be delegated to them.

(e) Maintenance of Architectural Control. The Association may not waive or abandon the procedure for regulating and enforcing the architectural design of the Dwelling Units nor for maintaining the Common Areas or Common Expense Areas (Item 1 (f)) without the prior

written approval of 2/3rds of all Owners and 2/3rds of all Mortgagees whose mortgage interests have been made known to the Board of Directors in writing in accordance with the provisions of this Declaration.

15. Assessments.

(a) Annual Accounting. Annually, after the close of each fiscal year of the Corporation and prior to the date of the annual meeting of the Corporation next following the end of such fiscal year, the Board shall cause to be prepared and furnished to each Owner a financial statement prepared by a certified public accountant or firm of certified public accountants then servicing the Corporation, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

(b) Proposed Annual Budget. Annually, before the date of the annual meeting of the Corporation, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing fiscal year estimating the total amount of the Common Expenses for such fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time of the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Corporation for adoption, and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the related fiscal year. AT the annual meeting of the Owners, the budget may be approved in

whole or part or may be amended in whole or in part by a majority vote of the Owners; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Corporation shall be established by following generally accepted accounting principles applied on consistent basis.

The annual budget may include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement of the Common Areas and Common Expense Areas (Item 1 (f)), which replacement reserve fund (if established) shall be used for those purposes and not for usual and ordinary repair expenses. Such replacement reserve fund for capital expenditures and replacement for the Common Areas and Common Expenses Areas (Item 1 (f)), shall be maintained by the Corporation in a separate interest bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in Marion 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 meeting of the Corporation, there is no annual budget

approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred ten percent (110%) of such last approved budget, as a temporary budget.

- (c) Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses for the current fiscal year as set forth in said budget, contain a proposed assessment against each Lot, which shall be the same amount for each Lot. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his 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, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each 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 advance on an annual basis commencing on the first day of the first month of each fiscal year. Payment of the Regular Assessment 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 year of the Corporation was initially based upon a temporary budget, then:

- (i) 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 within thirty (30) days of written notice to said effect.
- (ii) 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 of the Regular Assessment coming due, until the entire amount of such excess has been so credited.

The Regular Assessment for the current fiscal year of the Corporation shall become a lien on each separate Lot as of the first day of each fiscal year of the Corporation, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided sells, conveys or transfers his Lot or any interest therein, shall not relieve or release such Owner or his successor as Owner of such Lot from payment of the Regular Assessment for such Lot as finally determined, and such Owner and his 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 Corporation pursuant to Paragraph 16 hereof prior to the final determination and

adoption of the Annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determination. The Regular Assessments shall be due and payable automatically on its due date without any additional notice from the Board or the Corporation, and neither the Board nor the Corporation shall be responsible for providing any notice or statements to Owners for the same.

- (d) Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and provided that any such assessment shall have the assent of two-thirds (2/3rd) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, and further provided that the DECLARANT shall not be any Owner's agent, attorney-in-fact, or proxy in this vote pursuant to the third sentence of Paragraph 9(b) of this Declaration, 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, 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 other

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.

- (e) Regular Assessments Prior to the APPLICABLE DATE.
- During the period that Dwelling Units are being constructed within the "TRACT", it is difficult to accurately allocated the Common Expenses to the individual Lots. The purpose to this section is to provide the method for the payment of the Common Expenses to the individual Lots. The purpose of this section is to provide the method for the payment of the Common Expenses during the period prior to the APPLICABLE DATE to enable the Corporation to perform its duties and functions. Accordingly, and notwithstanding any other provision contained in the Declaration, the Articles or the By-Laws or otherwise, prior to the APPLICABLE DATE, the annual budget and all Regular Assessments and Special Assessments shall be established by the Initial Board without any meeting or concurrence of the Owners; provided, however, the Regular Assessments shall be determined in accordance with the provisions contained in this subparagraph.

The Corporation may enter into a management agreement with DECLARANT (or a corporation or other entity designated by DECLARANT) (hereinafter referred to as "Management Agent" or "Managing Agent") in accordance

with the provisions of Paragraph 10 of this Declaration. So long as such management agreement (or similar agreement) remains in effect, the Common Expenses and Regular Assessment shall be paid by Owners to Management Agent. DECLARANT shall guarantee that until the earlier of (1) termination of said management agreement or (2) 1 year after the date of execution, the annual Regular Assessment shall not exceed One Hundred and Eighty Dollars (\$180.00). After this date (assuming that said management agreement or similar agreement is still in effect) and so long thereafter as said management agreement (or similar agreement) remains in effect and Management Agent continues to perform such functions, DECLARANT guarantees that the annual Regular Assessment shall not exceed the amount of the Guaranteed Charge for each year. Such adjustments to the Guaranteed Charge (up to a twenty percent (20%) increase as determined by the Board) shall be made annually on January 1 of each year so long as said management agreement remains in effect and Management Agent continues to perform such functions. Such annual charge shall during such guaranteed period entirely defray the Owner's obligation for his share of Common Expenses and shall be the Owner's entire Regular Assessment. DECLARANT shall be responsible for any deficit for Common Expenses during such guarantee period; provided, however, that this guarantee is not intended to include, and does not include, major physical alterations or other

unusual expenditures not ordinarily anticipated in normal maintenance operations. Such expenditure would be covered through Special Assessments, or if sufficient the replacement reserve fund, if any such fund exists.

That portion of the Regular Assessment collected by DELCARANT prior to the APPLICABLE DATE applicable to any replacement reserve if any such reserve is created, funds shall be held by the Initial Board and if required, applied to the replacement required in the Common Areas and Common Expense Areas (Item 1 (f)). To the extent that any such replacement reserve is not so applied, to balance thereof shall be retained by the Corporation at the APPLICABLE DATE. Payment of Regular Assessment prior to the APPLICABLE DATE with respect to each Lot and Dwelling Unit shall commence on the date of conveyance by DECLARANT to such new owner. The first payment shall be payable on the date of conveyance prorated based upon a 365 day year. Thereafter, payment of the Regular Assessment shall be paid the first day of each annual period thereafter during the period prior to the APPLICABLE DATE.

DECLARANT SHALL NOT BE RESPONSIBLE FOR REGULAR ASSESSMENTS FOR LOTS OWNED BY DECLARANT PRIOR TO THE APPLICABLE DATE.

Each Owner hereby authorizes the Corporation and the Board of Directors and its officers to enter into the aforesaid management agreement described in Paragraph to adhere to and abide by the same.

(f) Failure or Owner to Pay Assessments. No owner may exempt himself from paying Regular Assessments and Special Assessments or from contributing toward the Common Expense or toward any other expense lawfully agreed upon by waiver of the use or enjoyment of the Common Areas and/or Common Expense Areas (Item 1(f))

or by abandonment of the Lot belonging to him. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one person the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessment or Special Assessment when due, the lien for such assessment on the Owner's Lot and Dwelling Unit may be filed and foreclosed by the Board of Directors for and on behalf of the Corporation as a mortgage on real property or as otherwise provided by law. Upon the failure of the Owner to make timely payments of any Regular Assessment or Special Assessment when due the Board may in its discretion accelerate the entire balance of unpaid assessments. The Owner and any occupant of the Lot and/or Dwelling Unit shall be jointly and severally liable for the payment to the Corporation and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and/or Dwelling Unit and to collect the rentals and other profits therefrom for the benefit of the Corporation to be applied to the unpaid Regular

Assessments or Special Assessments. The Board may at its option bring suit to recover a money judgement for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment or Special Assessment whether by foreclosure or otherwise, the Board for and on behalf of the Corporation shall be entitled to recover from the Owner of the respective Lot and/or Dwelling Unit costs and expenses of such action incurred (including, but not limited to, reasonable attorney's fees) and interest from the date such assessment were due until paid at the rate equal to the prime interest rate then being charged by Bank One of Indianapolis to its largest and best corporate customer (or if said bank is no longer in existence then such rate charged by another National Bank in Marion County, Indiana selected by the Board of Directors).

(g) Subordination of Assessment Lien to Mortgage.

Notwithstanding anything contained in this Declaration, the Articles or the By-Laws, any sale or transfer of a Lot 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 a manner provided by law with respect to mortgage foreclosures shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installment which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior owner from personal liability therefor. No such sale, transfer or

conveyance shall relieve the Lot and/or 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 Assessment thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid shall be deemed to be a Common Expense collectible from all Owners (including the party acquiring the subject Lot from which it arose).

16. Mortgages.

- (a) Notice to Corporation. Any owner who places a first mortgage lien upon his Lot, or the Mortgagee, may notify the Secretary of the Corporation thereof and provide the name and address of the Mortgagee. A record of such mortgage and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record at 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 or the By-Laws and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of this Declaration, the By-Laws or a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The corporation shall, upon request of a Mortgagee who

has furnished the corporation 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 By-Laws which is not cured within sixty (60) days.

- (b) Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a 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 Corporation 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 or such assessments may be adjusted upon the final annual budget, as referred to in Paragraph 15 hereof.

- (c) Right of Mortgagee to Pay Real Estate Taxes or Insurance Premiums. Mortgagees shall have the right, but not the obligation (1) to pay any charges against the Common Areas and/or Common Expense Areas (Item 1(f)) which are in default and (2) to pay any overdue premiums on hazard insurance for the above areas or to secure new hazard insurance for the above areas on the lapse of a policy. Any mortgagee making such payment shall be owed reimbursement by the Corporation within 5 days of written

notice thereof.

- (d) Notice of Condemnation or Casualty Loss. Mortgagee shall be timely notified of any condemnation loss which affects a material portion of the "TRACT". Mortgagees shall also be timely notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond held by the Corporation.
- (e) Notice to Insurers and Guarantors. Any guarantor of a first mortgage or any insurer shall, upon notification and request to the Corporation, receive the same notices as are required to be given to Mortgagees.

17. Insurance

- (a) Casualty Insurance. The Corporation shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring, if possible and practical, the Corporation's improvements within the Common Areas and Common Expense Areas (Item 1 (f)) in an amount consonant with the full replacement value of these improvements. 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. Such insurance coverage shall be for the benefit of each Owner, and if applicable, the Mortgagee of each Owner upon the terms and conditions hereinafter set forth

All proceeds payable as a result of casualty losses sustained

which are covered by insurance purchased by the Corporation as hereinabove set forth shall be paid to it or to the Board of Directors, who shall act as the insurance trustees and hold such proceeds for the benefit of the individual Owners and Mortgagees. The proceeds shall be used or disbursed by the Corporation or Board of Directors, as appropriate, and only in accordance with the provisions of this Declaration and any surety bond or bonds obtained by the Board of Directors concerning the officers of the Corporation as provided in the By-Laws shall specifically include protection for any insurance proceeds so received.

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 Corporation, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) contains an endorsement that such policy shall not be terminated for nonpayment of premiums or for any other reason or shall not be substantially modified without at least ten (10) days prior written notice to Mortgagees and at least (10) days prior written notice to the Corporation. Each Owner shall otherwise be solely responsible for loss or damage to his Dwelling Unit, and, the contents of his dwelling unit and Lot however caused and his personal property stores elsewhere on the "TRACT" and the Corporation shall have no liability to the Owner for loss or damage to the Dwelling Unit or the contents of any

Dwelling Unit or any personal property stores elsewhere on the "TRACT". Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk.

- (b) Public Liability Insurance. The Corporation shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but not less than \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover the Corporation, the Board of Directors, any committee of the Corporation or Board, any Managing Agent appointed or employed by the Corporation, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the "TRACT". Such public liability insurance policy shall contain a "Severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other Owners. Such public liability insurance policy shall contain a provision that such policy shall not be cancelled or substantially modified without at least ten (10) days prior written notice to the Corporation.
- (c) Other Insurance. The Corporation shall also obtain any other insurance required by law to be maintained including, but not limited to, worker's compensation and occupational disease insurance, and such other insurance as the Board of

Directors shall from time to time deem necessary, advisable or appropriate, including, but not limited to, liability insurance on vehicles owned or leased by the Corporation and officers' and directors' liability policies. Such insurance shall inure to the benefit of each Owner, the Corporation, the Board of Directors and any Managing Agent acting on behalf of the Corporation. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors the proceeds of which are payable to the Board or the Corporation.

- (d) Insurance by Owners. Each Owner shall have the right to purchase such additional insurance at his own expense as he may deem necessary.

18. Restoration of Common Areas and/or Common Expense Areas (Item 1 (F)) ("Improvements"). In the event of damage to or destruction of any of the "Improvements" herein titled due to fire or any other casualty or disaster, the Corporation will attempt to promptly cause the same to be repaired and reconstructed to the extent of proceeds of insurance and other funds available but without making the HOA insolvent. The proceeds of insurance carried by the Corporation, if any, shall be applied to the cost of such repair and reconstruction.

In the event the insurance proceeds, if any, received by the Corporation as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction of the "Improvements", or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the "Improvements" so damaged or destroyed (or the costs thereof in excess of insurance

proceeds received, if any) shall be assessed by the Corporation against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the "Improvements" to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same type of architecture.

19. Covenants and Restrictions. The following covenants and restrictions on the use and enjoyment of the Lots, Dwelling Units, Common Areas and Common Expense Areas (Item 1 (f)) shall be in addition to any other covenants or restrictions contained herein and in the Final Plat, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Corporation. Present or future Owners or the Corporation shall be entitled to injunctive relief against any 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, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

(a) All Lots and Dwelling Units shall be used exclusively for residential purposes and for occupancy by a single family, including parents, so long as the living arrangement is integrated rather than separate Dwelling Units.

(b) No owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot or on any of the Common Areas and/or Common Expense Areas (Item 1 (f)) which will result in a cancellation of insurance or increase in insurance because of any such action, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

(c) No nuisance shall be permitted and no waste shall be permitted in any

Dwelling Unit, the Common Areas and/or Common Expense Areas (Item 1 (f)) or on any Lot. The Board of Directors determination as to what is a nuisance shall be conclusive.

(d) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his Dwelling Unit or placed on the outside walls of any building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any building without the prior consent of the Architectural Review Board.

(e) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on any Lot or any of the Common Areas and/or Common Expense Areas (Item 1 (f)) except that pet dogs, cats or customary household pets may be kept in a Dwelling Unit (unless otherwise stated herein), provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. Customary household pet does not include pot-bellied or midget pigs or hogs, exotic animals and/or other animals that would normally be considered livestock or zoo animals. Pets shall be taken outdoors only under leash or other restraint and while attending by its owners and an owner shall be fully liable for any such injury or damage to persons or property, including the Common Areas and/or Common Expense Areas (Item 1 (f)) caused by his pet. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgement of the Board, is causing or creating a nuisance or unreasonable disturbance, danger or noise, shall be permanently removed from the "TRACT" within ten (10) days after written notice from the Board of the respective Owner to do so.

(f) The Common Areas and Common Expense Areas (Item 1 (f)) shall be kept free and clear of rubbish, debris and other unsightly materials.

(g) No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the "TRACT".

(h) No "for sale", "for rent", or "for lease" signs, or other signs, or other window or advertising display shall be maintained or permitted on any part of the "TRACT", any Lot or any Dwelling Unit without the prior consent of the Board; provided, however, that the right is reserved by the DECLARANT and the Board, or their respective designees to place or allow to be placed "for sale" or "for lease" signs on or about the "TRACT" in connection with any unsold or unoccupied Lots and Dwelling Units.

(i) All Owners and members of their families, their guests, or invitees, and all occupants of any Dwelling Unit or other persons entitled to use the same and to use and enjoy the Common Areas, or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Areas and/or Common Expense Areas (Item 1 (f)).

(j) No gasoline engine boats or pontoon boats or boats over 12 feet in length or canoes shall be permitted on the Lakes, however, paddle boats or row boats will be allowed on the Lakes. Fishing from within the Lakes may occur from the Lake shore line or upon the Lakes.

Swimming on and within the Lake will be determined by the Board of Directors according to published Rules and Regulations.

(k) No owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas and/or Common Expense Areas (Item 1 (f)), except with express permission from the Board.

(l) The Common Areas and Common Expense Areas (Item 1 (f)) shall

be used and enjoyed only for the purposes for which it is designated and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board.

(m) No Owner may rent or lease his Dwelling Unit for transient or hotel purposes.

(n) Any Owner who leases a Dwelling Unit shall lease the entire Dwelling Unit and shall have a written lease which shall provide that the lease is subject to the provisions of the Declaration and any failure of the lessee to comply with the terms of the Declaration, shall be a default under the lease.

(o) A motor vehicle that is inoperative or unlicensed and not being used for normal transportation is not permitted to remain on any Lot, outside of the attached garage.

(p) Mini barns or outbuildings may be constructed on the rear of the lot so long as such buildings do not exceed a total of one hundred (100) square feet of storage area and no side length is greater than ten (10) feet. All outbuildings shall be single story buildings with the roof pitch to match the roof pitch of the main body of the dominant structure. The appearance of the finished building shall be compatible with the dominant structure. The style, type, size, and location of the building shall be approved by the Architectural Control Committee prior to start of construction.

(q) No outdoor parking of boats or RVs' etc.

(r) No above ground pools.

Notwithstanding anything to the contrary contained herein or in the Articles or By-Laws, including, but not limited to, any covenants and restrictions set forth herein or otherwise, DECLARANT and its designees shall have the right to use and maintain any Lots and Dwelling Units owned by DECLARANT and other portions of the "TRACT" (other than individual Dwelling United and Lots owned by persons other than DECLARANT), 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 "TRACT" at any time.

20. Amendment of Declaration.

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

(i) 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.

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

(iii) 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 By-Laws.

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less a majority in the aggregate of the votes of all Owners. In the event any Lot or Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner is the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.

(v) 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 this Declaration of Paragraph 17 with respect to casualty insurance or fidelity bonds to be maintained by the Corporation, or (3) the provisions of Paragraph 18 of this Declaration with respect to reconstruction or repair of the Common Areas and Common Expense Areas (Item 1 (f)) in the event of fire or any other casualty or disaster, or (4) the provision of Paragraph 14 of the Declaration establishing the Architectural Review Board and providing for its functions, without, in each and any such circumstances, the unanimous approval of all Owners and of all Mortgagees whose mortgage interest have been made known to the Board of Directors in accordance with the provisions of this Declaration.

(vi) Additional Special Amendments. No amendment to this Declaration shall be adopted which imposes a right to first refusal or similar restriction or which changes (1) the method of voting, or (2) reserves for, and responsibility for, maintenance, repair and replacement of the Common Areas and Common Expense Areas, or (3) right to use the Common Areas and Common Expense Areas, or (4) termination of the applicability of this Declaration, or (5) any provisions which are for the express benefit of Mortgagees without the consent of at least two-thirds (2/3rds) of the votes of the Owners.

(vii) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Corporation and shall be recorded in the office of the Recorder or Marion County, Indiana, and any such amendment shall not become effective until so recorded.

(viii) Failure of Mortgage to Respond. Any Mortgagee who receives a written request to approve an amendment and fails to give a negative response within thirty (30) days after receiving such request shall be deemed to have approved such request.

(b) Amendments by DECLARANT ONLY. Notwithstanding the foregoing or anything elsewhere contained herein or in any other documents, the DECLARANT shall have and hereby reserves the right and power, acting alone and without consent or approval of the Owners, the Corporation, the Board of Directors, any Mortgagees or any other person to amend or supplement this Declaration at any time from time to time 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 Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this Declaration into compliance with any statutory requirements, or (d) to correct clerical or typographical

errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, or (e) adopt amendments prior to the APPLICABLE DATE which are not materially adverse to the Owners or any Mortgagee. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the DECLARANT to vote in favor of, make, or consent to any amendments described in this Paragraph 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 acknowledgement 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 paragraph shall terminate at such time as the DECLARANT no longer holds or controls title to any part or portion of the "TRACT".

(c) Amendment Prior to APPLICABLE DATE.

Notwithstanding anything to the contrary contained herein or in the By-Laws, there shall be no amendment of the Declaration prior to the APPLICABLE DATE without the consent and approval of DECLARANT.

21. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Lots shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation, and the By-Laws incorporated herein by reference, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that the

provisions of this Declaration, the Articles of Incorporation, the By-Laws, and rules and regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall be binding on any person having at any time any interest or estate in a Lot or "TRACT" as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Lot or Lots or any part of the "TRACT" in any manner shall be subject to the Declaration, the Articles of Incorporation, the By-Laws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

22. Negligence. Each Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees to the extent that such expense is not covered by the proceeds of insurance carried by the Corporation. An owner shall pay the amount of any increase in insurance premiums occasioned by his misuse of the Common Areas and/or Common Expense Areas.

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

24. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas and/or Common Expense Areas or by abandonment of his Lot.

25. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the

By-Laws, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles, or the By-Laws, and each shall be enforced to the greatest extent permitted by law.

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

27. Interpretation. The captions and titles of the various articles, sections, subsections, 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.

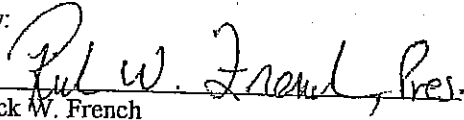
28. The Plat. The Final Plat of the portions of the "TRACT" detailed in Item 3 hereof is incorporated into this Declaration by reference to the Instrument number thereof, filed in the Office of the Recorder of Marion County, Indiana.

IN WITNESS WHEREOF, the undersigned being duly authorized and empowered have caused this Declaration to be executed the day and year first written above.

"DECLARANT FEE OWNERS"
OF EXHIBIT "A" REALTY

SENTRY DEVELOPMENT, INC.

By:


Rick W. French

Capacity: President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

ACKNOWLEDGEMENT

Before me, a Notary Public in and for said County and State, personally appeared Rick W. French, the President of Sentry Development, Inc., who acknowledged the execution of the foregoing Instrument for and on behalf of said corporation, and who having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 29th day of June, 2000.

My Commission Expires:

2-24-07

Signature: Constance Marie Dennis

Printed: CONSTANCE MARIE DENNIS

County of Residence: Johnson

APPROVED THIS 6th
DAY OF JULY, 2000

DECATUR TOWNSHIP ASSESSOR
Charles P. Coleman DRAFTSMAN

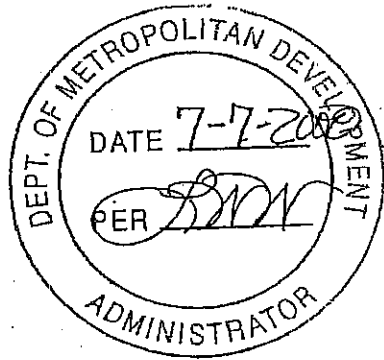


Exhibit A (the "Tract"):

COPELAND MILLS ESTATES SECTION ONE LAND DESCRIPTION

A part of the Northwest Quarter of Section 12, Township 14 North, Range 2 East, Located in the City of Indianapolis, Indiana being bounded as follows:

Commencing at the Northwest Corner of the Northwest Quarter of Section 12, Township 14 North, Range 2 East; thence North 86°44'00" East 1912.98 feet along the North line of said Northwest Quarter to the Point of Beginning of this description; thence South 03°16'00" East 143.00 feet; thence South 86°44'00" West 20.00 feet; thence South 03°16'00" East 193.00 feet; thence South 86°44'00" West 1912.06 feet to a point on the West line of the Northwest Quarter of said Section; said point being 336.54' South of the Northwest corner of said Quarter Section; thence South 00°00'58" East along said West line 635.53'; thence North 89°59'02" East 25.00'; thence South 68°12'52" East 10.77 feet to an iron pin; thence South 06°01'46" East 92.91 feet to an iron pin; thence North 86°44'00" East 400.20 feet to an iron pin; thence South 00°00'58" East 99.00 feet; thence South 86°44'00" West 395.59 feet; thence South 13°23'14" East 46.12 feet; thence South 16°14'37" West 125.00 feet; thence South 89°59'02" West 25.00 feet; thence South 00°00'58" East 89.57 feet; thence North 86°44'00" East 1134.36 feet; thence North 00°06'16" East 139.56 feet; thence South 77°41'37" West 152.63 feet; thence North 44°41'49" West 178.57 feet; thence North 01°43'24" West 182.90 feet; thence North 62°19'14" West 50.77 feet; thence North 53°02'10" West 110.98 feet; thence North 38°22'49" West 105.59; thence North 51°37'11" East 117.51 feet to a point of tangency of a curve concave to the South and having a radius of 25.00 feet subtended by a chord having a bearing South 83°22'49" East and a length of 35.36 feet; thence Southeasterly along said curve 39.27 feet; thence North 51°37'11" East 50.00 feet; thence South 38°22'49" East 45.56 feet to a point of tangency of a curve concave to the Northeast and having a radius of 125.00 feet subtended by a chord having a bearing South 53°39'04" East and a length of 65.85 feet; thence Southeasterly along said curve 66.63 feet; thence South 68°55'19" East 95.56 feet to a point of tangency of a curve being concave to the Northeast and having a radius of 475.00 feet subtended by a chord having a bearing South 72°23'48" East and a length of 57.58 feet; thence Southeasterly along said curve 57.61 feet; thence North 14°07'44" East 119.89 feet; thence North 36°27'35" East 145.01 feet; thence North 86°44'00" East 720.00 feet; thence North 03°16'00" West 55.56 feet; thence South 89°50'46" East 291.11 feet; thence North 00°09'14" East 588.86 feet; thence South 86°44'00" West 259.93 feet to the POINT OF BEGINNING, containing 31.53 acres, more or less, subject to all applicable easements and rights-of-way of record.

COPELAND MILLS ESTATES SECTION TWO LAND DESCRIPTION rev.-6-26-00

A part of the Northwest Quarter of Section 12, Township 14 North, Range 2 East, Located in the City of Indianapolis, Indiana being bounded as follows:

Beginning at the Northwest Corner of the Northwest Quarter of Section 12, Township 14 North, Range 2 East; thence South 00°00'58" East 336.54 feet; thence North 86°44'00" East 1912.06 feet; thence North 03°16'00" West 193.00 feet to the North line of said Quarter Section; thence North 86°44'00" East 20.00 feet; thence North 03°16'00" West 143.00 feet; thence South 86°44'00" West 1912.98 feet along said North line, to the POINT OF BEGINNING, containing 14.74 acres +/- subject to all applicable easements and rights of way of record.

2000-0105962
PLAT 4-REFERANCE # 2000-0105963

(48)

MARTHA A. WOMACKS
MARION COUNTY RECORDER

031544 JUL-78

**DECLARATION
OF COVENANTS AND RESTRICTIONS OF THE TRACT FOR TAXATION
COPELAND MILLS ESTATES SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER**

THIS DECLARATION made this 29th day of June, 2000,
by Sentry Development, Inc. an Indiana Corporation, (hereinafter referred to as
DECLARANT).

WITNESSETH:

WHEREAS, the following facts are true:

- A. DECLARANT at the time of execution hereof is the owner in fee simple of the real estate attached hereto as Exhibit A (the "Tract"); to be known as the Copeland Mills Estates Subdivision, located in Marion County, Indiana and incorporated herein.
- B. DECLARANT, by execution of this Declaration, assures that all properties which are conveyed and which are part of the "TRACT" shall be conveyed subject to the terms and conditions of this Declaration, which shall run with the "TRACT" and be binding upon all parties having right, title or interest in the "TRACT", or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each Owner.

NOW, THEREFORE, DECLARANTS hereby makes this Declaration as follows:

- 1. Definitions. The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:
 - (a) "APPLICABLE DATE" means the date determined pursuant to Paragraph 8 of this declaration.
 - (b) "Articles" or "Articles of Incorporation" means the Articles of

07/07/00 11:53AM WANDA MARTIN MARION CTY RECORDER
1 Inst # 2000-0105964
HEH 105.00 PAGES: 48