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Constance J. Moser
Adams County Recorder IN
Recorded as Presented

**AMENDED AND RESTATED
SECONDARY DEDICATION, DECLARATION, PROTECTIVE
RESTRICTIONS, COVENANTS, LIMITATIONS, EASEMENTS AND
APPROVALS APPENDED TO AND AS PART OF THE DEDICATION
AND PLAT OF THE GREY GOOSE, SECTION I, A SUBDIVISION IN
THE CITY OF DECATUR, INDIANA**

This Amended and Restated Secondary Dedication, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to and as Part of the Dedication and Plat of The Grey Goose, Section I, a Subdivision in the City of Decatur, Indiana (the "Restrictions"), is made this 30 day of March, 2009, by OAKMONT DEVELOPMENT CO. LLC, an Indiana limited liability company ("Declarant").

Pursuant to the provisions of Article X of the Restrictions, recorded as Document No. 2007000779 on February 22, 2007 in the Office of the Recorder of Adams County, Indiana, and subject to and incorporating the provisions of a certain First Amendment to the Secondary Dedication, Declaration, Protective Restrictions, Covenants, Limitations, Easements and Approvals Appended to and as Part of the Dedication and Plat of The Grey Goose, Section I, a Subdivision in the City of Decatur, Indiana (the "First Amendment"), recorded as Document No. 2009002772 on June 24, 2009 in the Office of the Recorder of Adams County, Indiana, Declarant, by its authorized representative, does hereby make and effect certain changes, alterations, amendments and modifications in and to the Restrictions for purposes of establishing certain lots within The Grey Goose, Section I, as villa lots to be restricted by and subject to certain restrictive covenants contained herein not otherwise applicable to the remaining residential lots as designated on the Plat, as defined herein. As such, Declarant declares as follows:

WITNESSETH:

A. Declarant is the developer contracted by the owner of the real property described on Exhibit "A" attached hereto and referred to in Article X of the Restrictions, and desires to create thereon for the owner a residential community with residential lots numbered 1-77, inclusive, open spaces, and other common facilities for the benefit of the community. All streets and easements specifically shown or described are expressly dedicated to public use for their usual and intended purposes.

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR
TRANSFER

JUN 24 2009

William A. Borne
AUDITOR ADAMS COUNTY

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B. Declarant further desires to establish, as part of said residential community, a certain number of said residential lots as villa lots (the "Villa Lots"), those lots being numbered 25-39, inclusive, on the Plat, open spaces, and other common facilities for the benefit of the community.

C. Declarant further desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and, for such purposes, Declarant desires to subject the real property described on the Plat, attached hereto and referred to in Article X, together with such additions as may hereafter be made thereto (as provided in Article X), to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the said property and each Owner thereof.

D. Declarant shall cause The Grey Goose Homeowners Association, Inc., a nonprofit corporation, and the Villas of The Grey Goose Homeowners Association, Inc., a nonprofit corporation, to be formed under the laws of the State of Indiana. Declarant shall delegate and assign to said Associations all the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants, conditions and restrictions, and collecting and disbursing the assessments and charges in connection with the Properties, as hereinafter provided.

NOW THEREFORE, Declarant declares that the real property referred to in Article X, and such additions thereto as may hereafter be made pursuant to Article X hereof, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants, Conditions and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in the Restrictions or any Supplemental Restrictions (unless the context shall prohibit) shall have the following meaning:

(a) "Association" shall mean and refer to the entity organized under the name The Grey Goose Homeowners Association, Inc., or a name similar thereto.

(b) "Association Board" shall mean and refer to the Board of Directors of the Association.

(c) "Common Areas" shall mean and refer to (i) those areas of land designated as Common Areas on any recorded subdivision Plat of the Properties and intended to be devoted to the common use and enjoyment of the Members of the Associations, together with any and all improvements that are now or may hereafter be constructed thereon, and (ii) all areas designated as water impoundment areas on any such recorded subdivision Plat.

(d) "Declarant" shall mean and refer to Oakmont Development Co. LLC, an Indiana limited liability company, its successors and any assignee other than an Owner, who shall receive by assignment from the said Oakmont Development Co. LLC all or a portion of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

(e) "Existing Property" shall mean and refer to the real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to the Restrictions pursuant to Article X.

(f) "Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map of the Properties which is designated as a lot therein and which is or is to be improved with a residential dwelling, including, without limitation, Lots 1-77, inclusive, described herein.

(g) "Member" shall mean and refer to each Owner as provided herein in Article VII.

(h) "Owner" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of mortgage or other security device, shall not mean or refer to any mortgagee or trustee under a Mortgage or Trust Deed unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(i) "Properties" shall mean and refer to all such existing properties and additions, thereto, as are subject to the Restrictions or any Supplemental Restrictions prepared and filed of record pursuant to the provisions of Article X hereof.

(j) "Villa Association" shall mean and refer to the entity organized under the name Villas of The Grey Goose Homeowners Association, Inc., or a name similar thereto. (The Association and the Villa Association are sometimes collectively referred to herein as the "Associations.")

(k) "Villa Association Board" shall mean and refer to the Board of Directors of the Villa Association. (The Association Board and the Villa Association Board are sometimes collectively referred to herein as the "Boards.")

(l) "Villa Lot" shall mean and refer to any plot or tract of land shown upon any recorded subdivision map of the Properties which is designated as a villa lot therein and which is or is to be improved subject to the provisions of Article IX, including, without limitation, lots numbered 25-39, inclusive, of The Grey Goose, Section I.

ARTICLE II

USE OF PROPERTIES AND COMMON AREAS

The Properties (and the improvements situated thereon) and the Common Areas shall be occupied and used as follows:

(a) Each Lot shall be used exclusively for residential purposes, and streets and parking spaces shall be used exclusively for the parking of passenger automobiles.

(b) There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in the Common Areas, nor shall anything be altered, or constructed or planted in, or removed from or destroyed or damaged in the Common Areas, without the written consent of the Board.

(c) No Owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in the cancellation of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Areas.

(d) No animals, livestock or poultry shall be raised, bred or kept in any portion of the Properties, except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance.

(e) Nothing shall (i) be done in any part of the Properties, nor shall (ii) any noxious or offensive activity, be carried on, nor shall (iii) any outside lighting or loudspeakers or other sound producing devices be used, which in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners.

(f) Each Owner shall be liable to the Association for any damage to the Common Areas caused by the negligence or willful misconduct of the Owner or his family, guests, or invitee.

(g) All Owners and occupants shall abide by any rules and regulations adopted by either or both Boards. The Boards shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association(s) for all damages and costs, including attorneys' fees.

ARTICLE III

AFFIRMATIVE AND PROTECTIVE COVENANTS

The protective covenants contained in this Article III shall govern and apply to all Lots. The application of this Article III shall be, for purposes of the Villa Lots, subject to the provisions contained in Article IX hereof.

Section 1. Single Family Residence and Garages. Each residential structure erected or placed on any Lot shall be designed, intended and used as a residence for a single family only, and not more than one residential structure shall be placed on any Lot. There shall be constructed and maintained with each single family residence an attached garage for not less than two (2) nor more than three (3) automobiles.

Section 2. Side Line and Front Line Set Back Restrictions. No building shall be located on any Lot nearer the front line or the side street line than the minimum building setback lines as shown on the Plat. In any event, no building shall be located nearer than a distance of ten (10) feet to an interior Lot line. No projection of any building shall be permitted to extend into or encroach upon the space between said building line and the street. The dwelling on any Lot shall be located at a point no closer to the rear Lot line than a distance of twenty percent (20%) of the depth of the Lot (the "Rear Set Back"), said depth being measured from the front property line. However, in no event shall the Rear Set Back exceed a distance of forty (40) feet.

Section 3. Fences, Walls, Hedges and Shrubs. No fence, wall, hedge or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No screen planting over thirty (30) inches high nor any fence shall be permitted between the street right-of-way and the building setback line.

Section 4. Further Subdivision of Lots. The further dividing of any Lot or combination of Lots after approval by the City of Decatur Plan Commission is prohibited unless and until the City of Decatur Plan Commission has reviewed and approved the change. This restriction will not prohibit utilizing a portion or all of an adjoining Lot to change the size of a Lot.

Section 5. Pre-Inhabitation. Before any house or building on any Lot in the Plat shall be used and occupied as a dwelling or as otherwise provided in the Restrictions, the Declarant or any subsequent developing Owner of said Lot shall install all improvements serving the Lot as provided in the development plans and specifications for the Properties filed with the City of Decatur. Before any Lot may be used or occupied, the Owner of such Lot shall first obtain from the Zoning Administration the improvement location permit and certificate of occupancy required by the City of Decatur Zoning Ordinance.

Section 6. Signs. No sign of any kind shall be displayed to the public view on a Lot except one professional sign of not more than six (6) square feet, advertising the Lot for sale, or signs used by a builder to advertise the Lot during the construction and sale period. The provision of this Section 6 shall be applicable to signs used by Declarant.

Section 7. Waste. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers which are not visible from the front of any residence. All Equipment for the storage and disposal for such material shall be kept in a clean and sanitary condition.

Section 8. Antennae. Unless otherwise approved in writing by Declarant, no radio or television or other type of antennae, satellite disk or dish, or supporting structure may rise more than six (6) feet above the highest point of the roof of any building. Such antennae, satellite disk or dish, or supporting structure must be attached to the main dwelling. No towers will be permitted unless otherwise approved in writing by Declarant.

Section 9. Boats, Trailers, Etc. No boats, trailers, campers, recreational vehicles, or other vehicles of whatever kind or character other than operational automobiles shall be parked or permitted to remain on the street or on any Lot unless housed completely in a garage, except temporarily for purposes of loading and/or unloading such vehicles.

Section 10. Yard Light. Each dwelling will cause a yard light or other illuminating device to be installed in the front yard fifteen (15) feet (plus or minus one (1) foot) from the street curb. Such yard light or illuminating device will be of such design and construction as shall be approved by the Architectural Control Committee; said Committee shall also have the authority to approve a change in the location of said yard light or illuminating device. Said yard light or other illuminating device shall be illuminated at all times other than daylight hours and activated by a photo cell. Owner, other than Declarant, will supply at his expense said lights and equip same with sun electric cells.

Section 11. No Prefabricated Construction. All residences and other structures constructed or erected upon any Lot shall be new construction, and in no event shall any prefabricated or existing residences or garages be moved onto any Lot.

Section 12. Communication Equipment. No communication receiving or transmitting device or equipment shall be used on any Lot which interferes with the television reception on any other Lot without the prior written consent of the Architectural Control Committee, which consent may be withheld or, once given, revoked for any reason.

Section 13. Vegetable Gardens. No vegetable gardens shall be placed on any Lot except behind the residence situated on such Lot.

Section 14. Maximum Building Coverage. The total habitable floor area of the residence on each Lot shall have the following square footage restrictions which are exclusive of porches and garages:

- (a) All one story structures shall have a minimum of 1,400 square feet.
- (b) All one and one-half story structures shall have a minimum of 1,850 square feet.
- (c) All two story structures shall have a minimum of 1,100 square feet on the ground floor.
- (d) All structures, exterior colors and design must be approved by the Architectural Control Committee pursuant to Section 21 of this Article III.

Section 15. Temporary Structures. No temporary structures of any kind shall be erected or placed on any Lot and in no instance shall more than one dwelling or residence be erected or placed on any one Lot as the same is shown on the Plat. Any garage and/or servants quarters erected more than one hundred twenty (120) days prior to the connection of the main dwelling or residence shall be considered temporary structures. In no event shall any residential dwelling upon any Lot be occupied until it has been fully completed in accordance with plans approved the Architectural Control Committee. No trailer, basement, tent, shack, or garage erected or placed on any Lot shall at any time be used as a residence temporarily or permanently, nor shall any structure or a temporary character be used as a residence. However, the provisions of this Section 15 shall not apply to structures commenced, erected or maintained by the Declarant.

Section 16. Drives and Storage Tanks. All driveways from the street to the garage shall be concrete surface and not less than sixteen (16) feet in width. No oil or fuel storage tanks shall be allowed on any Lot.

Section 17. Fences. All fences shall be of wood or vinyl construction. No aluminum or steel will be allowed. All lake Lots must have split-rail or picket-type fences. Said split-rail fences on lake Lots shall be limited to three (3) rails and not exceed four (4) feet in height. Picket-type fences shall not exceed four (4) feet in height. The location of any proposed fence on any lake Lot or any other Lot shall be approved by the Architectural Control Committee pursuant to terms and conditions set forth in Article III, Section 21. All fences constructed on a corner Lot shall not extend into or encroach upon the space between said building line and the street on the street side of said corner Lot. In addition to the foregoing, all fences shall meet all applicable requirements of the City of Decatur Zoning Ordinance.

Section 18. Storage Sheds. No storage sheds, outbuildings, or other similar structures ("Sheds") shall be allowed on any Lots adjacent to or bordering any Lakes or the neighboring golf course property. Any Shed permitted on any other Lot shall be constructed of materials identical to those used on the exterior portion of the dwelling, including, without limitation, shingles attached to the roof of the Shed that match those attached to the roof of the dwelling. No Shed shall be larger than ten (10) feet in width by twelve (12) feet in depth. Any Shed constructed hereunder shall be located, at a minimum, a distance of ten (10) feet from the rear Lot line. The location and construction of any proposed Shed on any given Lot shall be approved by the Architectural Control Committee pursuant to the terms and conditions set forth in Article III, Section 21 hereof. In addition to the foregoing, all Sheds shall meet all applicable requirements of the City of Decatur Zoning Ordinance.

Section 19. Sidewalks. Each Owner shall provide and maintain a concrete public sidewalk across the front of each property prior to occupancy. Concrete sidewalks shall be five (5) feet in width.

Section 20. Pools. No above-ground pool, except for spas, whirlpools and similar structures, shall be commenced, erected or maintained on any Lot. The commencement, erection or maintenance of any in-ground pool on any Lot shall be subject to the provisions of Section 21 below governing the Architectural Control Committee and shall be prohibited on, in, or about

any Lot within the community lacking the soil conditions suitable for such commencement, erection or maintenance of an in-ground pool thereon. No in-ground pool shall be located on any Lot nearer than a distance of six (6) feet from the rear or side property line of said Lot. In addition to the foregoing, all in-ground pools shall meet all applicable requirements of the City of Decatur Zoning Ordinance.

Section 21. Association's Architectural Control Committee. Anything contained in the foregoing Sections of this Article to the contrary notwithstanding, no erection of building or exterior additions or alterations to any building situated upon any Lot, no erection or changes or additions in fences, Lot grades, hedges, walls and other structures shall be commenced, erected, or maintained, until (i) a preliminary sketch showing the basic plan and general specifications of same shall have been submitted to and approved by Declarant; provided, however, that the provisions of this Section 21 shall not apply to buildings, structures, additions and alterations commenced, erected or maintained by Declarant. A copy of the approved plans and drawings shall be furnished by Owner to Declarant and retained by Declarant. In the event Declarant, or its designated representatives, fails to approve or disapprove such improvements or other matters within thirty (30) days after the said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection, addition, alteration or change has been commenced prior to the completion thereof, approval will not be required, and this Article will be deemed to have been duly complied with. Neither Declarant nor its designated representatives shall be entitled to compensation for, or liable for damages, claims or causes of action arising out of services performed pursuant to this Article.

Declarant (or the Association Board following the formation by Declarant of the Association) may designate representatives to serve on the Association's Architectural Control Committee (the "Association Committee"). The Association Committee shall consist of at least three (3) and no more than five (5) members appointed by Declarant or the Association Board, if applicable. Once the Association Committee is established by Declarant or the Association Board, the Association Committee shall assume the rights and obligations of Declarant under this Section 21.

Section 22. Flood Protection Grades. In order to minimize potential damages from surface water, flood protection grades are hereby established as set forth below. All dwellings shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor of any dwelling. The flood protection grades shall be Mean Sea Level Datum and shall be specifically set forth in the Secondary Plat of The Grey Goose, Section I, as approved by the City of Decatur Plan Commission.

The flood protection grades for The Grey Goose, Section I, are as follows:

- Lots 11, 12 and 23 = 809.0 feet
- Lot 13 = 808.0 feet
- Lots 14-19 = 805.0 feet

Inclusive, are feet Mean Sea Level.

Section 23. Front Exteriors. All front elevations must be of natural material (i.e., wood, brick or stone), except for soffits, and the use of hardy plank or vinyl siding on a limited basis to highlight or complement the natural material it required to cover the majority of all front elevations hereunder.

Section 24. Landscaping. All Owners shall landscape, or cause to be landscaped, their Lot, at a minimum, in a manner so as to maintain and remain consistent with the aesthetic integrity of the landscaping contained on the Properties, as defined by Declarant. Said landscaping shall be completed, or caused to be completed, by each Owner within one (1) year after the date of said Owner's certificate of occupancy, as issued by the City of Decatur Building Department, authorizing the Owner's occupancy of the house. The foregoing landscaping requirements shall not apply to Declarant nor to any Common Area or Lot owned by Declarant.

Section 25. Utility Easements. Except for easements and Declarant's rights relating thereto as set forth in Article IV, Section 1 hereof, no Owner shall erect on a Lot, or grant to any entity the right, license or privilege to erect or use, or permit the use of, overhead wires, poles, or overhead facilities of any kind for electrical, telephone, or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the subdivision). Nothing in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a Lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot who constructs the residence or structure, and shall carry not less than three (3) wires and have a capacity of not less than two hundred twenty (220) amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which said installations are located for operation, maintenance and replacement of service connections.

ARTICLE IV

EASEMENTS

Section 1. Easements Reserved by Declarant. Easements for the installation, maintenance, repair and removal of public and/or quasipublic utilities and sewer and drainage facilities, and floodway easements are reserved by Declarant over, under and across the Properties, as shown on the recorded Plat thereof. Full ingress and egress shall be had by Declarant at all times over the Properties for the installation, operations, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easements, or with the use, maintenance, operation or installation of such utility. The grade of the land in any such easement shall not be changed or altered by any Owner of any Lot, after the said grade has been established. All utility easements as dedicated on the Plat shall be left free from all permanent structures and the removal of any obstructions, whether temporary or permanent, shall be subject to the paramount right of the utility and/or sewer installation. Declarant shall have the right to assign and transfer the easements and rights herein reserved to or for the benefit of any public or quasipublic utility.

Section 2. Surface Drainage Easements. Surface drainage easements as shown in the Plat are intended for either periodic or occasional use as conductors for the flow or surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the Association or a proper public authority having jurisdiction over storm drainage shall have the right to repair and maintain such easements, or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 3. Surface Water. No rain or storm water runoff shall at any time be discharged or permitted to flow into the sanitary sewage system, which shall be a separate sewerage system from the storm water and surface water runoff outlets. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lot except that any individual water system may be used for the purpose of a swimming pool or lawn irrigation.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Easements of Enjoyment. Subject to the provision of Section 3 of this Article, the following persons shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot:

- (a) Each member and each individual in his or her family residing with him or her on his or her Lot.
- (b) Each tenant and contract purchaser or each Member (and each individual in the respective families of each such tenant and contract purchaser residing with each of them) who resides on the Lot owned by such member; provided, that such tenant or contract purchaser, as the case may be, shall have a right and easements of enjoyment in and to the Common Areas in lieu of such Member of his family.

Section 2. Title to the Common Areas. The Declarant may retain the legal title to the Common Areas until such time as it has completed such improvements thereon as it may elect to make and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it shall convey the Common Areas to the Association not sooner than January 1, 2009.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Areas (including limiting the number of guests of members);

(b) The right of the Declarant to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage the Common Areas, and the rights of such mortgagee in the Common Areas shall be subordinate to the rights of the homeowners hereunder;

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure;

(d) The right of the Associations, as provided in their respective Articles and Bylaws, to suspend the voting rights of any Member and to suspend the right of any individual to use any of the Common Areas and/or common facilities for any period during which any assessment against a Lot resided upon by such individual remains unpaid, and for any period not to exceed thirty (30) days for an infraction or its rules and regulations;

(e) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities of the Common Areas; and

(f) Subject to approval by the joint affirmative vote of the Associations' Members, as provided in Article VII hereof, the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and upon such conditions as may be agreed to by the Members.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

The role of the Association and all rights, duties and powers created relative thereto under this Article VI shall apply equally to the Villa Association in its dealings with the Villa Lots and the Owners thereof, subject to Section 12 hereof.

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance), for each Lot owned by any such Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association or, for Owners of Villa Lots, the Villa Association (or to a mortgage company or other collection agency designated by the Association) annual assessments or charges, to be paid on June 1 of each year (hereinafter called "Annual Payment Dates") or in such other installments as the Boards may elect. The annual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment became due.

Section 2. Purpose of Assessments. The assessments levied by the Associations shall be used exclusively to cover the cost of snow removal throughout the community and for the care,

preservation, supervision, improvement and maintenance of all street lights throughout the community and of the Common Areas and the improvements situated thereon including, but not limited to, (i) the payment of taxes on and insurance in connection with the Common Areas and the repair, replacement and making of additions thereto; (ii) paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management, supervision, maintenance and repair of, the Common Areas, including without limitation, the storm water detention basin and control structures, and of any existing and future recreational lakes together with any outlet and water level control structures and of the park area and improvements situated thereon, (iii) carrying out the duties of the Boards as set forth in Article VIII hereafter; and (iv) carrying out the purposes of the Associations as stated in their respective Articles of Incorporation.

Section 3. Improvement and Maintenance of the Common Areas Prior to Conveyance to the Association. Until such time as the Declarant has conveyed all of the Common Areas to the Association (and thereafter as additional Common Areas are added hereunder and not conveyed to the Association), the Declarant shall have, at its election, the sole responsibility and duty of improving and maintaining the Common Areas (or such portion thereof that has not been conveyed to the Association), including but not limited to, the payment of taxes on and insurance in connection with the Common Areas (or the portion thereof that has not been conveyed to the Association) and the costs of repairs, replacements and additions thereto, and for paying the costs of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Areas. In this regard, and during such period, all assessments, both annual and special, collected by the Association shall be forthwith paid by the Association to Declarant, to the extent that such assessments are required by Declarant to improve and maintain the Common Areas as set forth in this paragraph. The Association shall rely upon a certificate executed and delivered by the Declarant with respect to the amount required by Declarant to improve and maintain the Common Areas hereunder. Any sums required by Declarant to improve and maintain the Common Areas, in excess of the assessments collected by the Association, shall be borne and paid exclusively by Declarant.

Section 4. Basis and Amount of Annual Assessments.

(a) Until the year beginning January 1, 2009, there shall be no annual assessment under this Article VI.

(b) Commencing with the year beginning January 1, 2009 and each year thereafter, the Association Board and the Villa Association Board, at their annual meetings and effective for the year commencing with the next January 1, and each January 1 thereafter, shall set the amount of the annual assessment for the following year for each Lot, taking into consideration the current maintenance costs and the future needs of the Association. As part of the assessment process, the Villa Association shall assess the Owners of the Villa Lots as set forth in this Article VI and pay to the Association a certain amount each year to cover the Villa Association's share of the cost to maintain the Common Areas pursuant to Section 12 of this Article VI.

Section 5. Capital Improvements. In the event any annual assessment includes an amount for the purpose of defraying, in whole or in part, the cost of a capital improvement upon

the Common Areas, including the necessary fixtures and personal property related thereto, that portion of any such assessment relating to the capital improvement(s) must have the assent of the Members entitled to cast a majority of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, as provided in Section 3 of Article VII.

Section 6. Uniform Rate of Assessment. Subject to the provision of Section 11 of this Article VI, both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 7. Date of Commencement of Assessments: Due Dates.

(a) The initial annual assessment provided for in Section 4 of this Article VI shall commence on the date fixed by the Board to be the date of commencement, and shall be payable annually, in advance, on each Annual Payment Date thereafter; provided, however, that if the date of commencement falls on other than the first day of a month, the assessment for such month shall be prorated by the number of days remaining in the month.

(b) The due date or dates, if it is to be paid in installments, of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board with Respect to Assessments.

(a) The Board shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment had been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board of the issuance of such certificates.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of the Association.

(a) If any assessment or any part thereof is not paid on the date(s) when due (being the dates specified in Section 7 of this Article), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the then Owner, his heirs, executors, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment,

however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. Then lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or abandonment of his Lot.

(b) If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum legal rate of interest, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the property subject thereto, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint (including reasonable attorneys' fees) in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any mortgage or deed of trust now or hereafter placed upon the Lots subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale, whether public or private, or such property pursuant to the terms and conditions of any such deed of trust. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to the Restrictions shall be exempted from the assessments, charges and liens created herein:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use.
- (b) All Common Areas as defined in Article I hereof.
- (c) All areas reserved by the Declarant on the recorded Plat of the Properties.
- (d) All Lots owned by Declarant, title to which shall be conveyed by Declarant, at its sole discretion.
- (e) All Lots owned by a residential contractor licensed in Adams County, Indiana as such and who holds title to a Lot(s) for the purpose of constructing a model or speculative home, or a residence, on said Lot(s) but not residing thereon.

Section 12. Cooperation with Association; Villa Association Assessments. The Villa Association shall be obligated, as a common expense, to pay to the Association the Villa Association's pro rata share of the expenses incurred by the Association attributable to the maintenance of the Common Areas which are shared by and benefit both Associations, including, without limitation, the retention ponds. For purposes of this Section 12, the roads not directly

servicing the Villa Lots and their respective driveways shall not be considered as "Shared Common Areas." The Villa Association's pro rata share of said expenses payable hereunder shall be based upon the acreage designated by Declarant as the Villas of The Grey Goose, pursuant to the Plat. The Villa Association shall utilize the rights, duties and powers established in this Article VI to assess its Members, subject to the provisions of this Article VI. The Villa Association shall levy assessments to cover the cost of the Villa Association's pro rata share of the expenses incurred to maintain said shared Common Areas. Upon receipt from the Association of a statement detailing the expenses incurred thereby for the previous calendar year in maintaining said shared Common Areas, the Villa Association shall remit to the Association funds sufficient to cover the Villa Association's pro rata share of said expenses.

ARTICLE VII

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATIONS

Section 1. Association

- (a) Membership. Every Owner of a Lot shall automatically be a Member of the Association.
- (b) Classes of Membership. The Association shall have two classes of voting membership:
- (i) CLASS A. Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interest in any Lot, all such person shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.
- (ii) CLASS B. The Class B Member(s) shall be the Declarant. The Class B Member(s), at all times when the total number of Lots owned by the Class B Member(s) is greater than one-third (1/3) of the total number of Lots owned by Class A Members, shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership. When the total number of Lots owned by the Class A members equals or exceeds three (3) times the total number of Lots owned by the Class B Member(s), the Class B Member(s) shall, during the time such equality or excess continues, be entitled to only one vote for every Lot owned by it.
- (c) Quorum and Notice Requirements.
- (i) Subject to the provision of paragraph (iii) of this Section, any action authorized by Section 3(f) of Article V shall require the assent of the Members entitled to cast two-thirds (2/3) of the votes of the Members of the Association who are voting in person or by

proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members at least ten (10) days in advance (unless otherwise provided in the Bylaws of the Association) and shall set forth the purpose of such meeting.

(ii) The quorum required for any action referred to in Section 3(f) of Article V or Section 5 of Article VI shall be as follows: At the first meeting called, as hereinafter provided, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at the meeting, an additional meeting may be called, subject to the notice requirement hereinafter set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(iii) Any provision of the Restrictions to the contrary notwithstanding, any action described in Section 3(f) of Article V may be taken with the assent given in writing and signed by the Members entitled to cast two-thirds (2/3) of the votes of the Association.

(iv) Except as hereinabove specifically set forth in Article VII, Section 1(c), paragraphs (i), (ii) and (iii), notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in its Articles of Incorporation and Bylaws, as the same may be amended from time to time.

Section 2. Villa Association.

(a) Membership. Every Villa Lot Owner shall be a Member of the Villa Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

(b) Classes of Membership. The Villa Association shall have the following two classes of voting memberships:

(i) CLASS A. Class A membership consists of all Owners, except Declarant. Class A Members shall be entitled to one vote for each Villa Lot owned. When more than one person holds an interest in a Villa Lot, all such persons shall be Members. The vote for such Villa Lot shall be exercised as its Owners among themselves determine; but in no event shall more than one vote be cast with respect to a Villa Lot.

(ii) CLASS B. Class B membership consists of Declarant and its successor. The Class B Member shall be entitled to 40 votes less that number of votes which Class A Members are entitled to exercise. Class B membership shall cease upon the happening of either of the following events, whichever occurs first:

(A) When fee simple title to all Villa Lots has been conveyed by Declarant; or

(B) On December 31, 2012.

(c) Quorum and Notice Requirements.

(i) Subject to the provision of paragraph (iii) of this Section, any action authorized by Section 3(f) of Article V shall require the assent of the Members entitled to cast two-thirds (2/3) of the votes of the Members of the Villa Association who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members at least ten (10) days in advance (unless otherwise provided in the Bylaws of the Villa Association) and shall set forth the purpose of such meeting.

(ii) The quorum required for any action referred to in Section 3(f) of Article V or Section 5 of Article VI shall be as follows: At the first meeting called, as hereinafter provided, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at the meeting, an additional meeting may be called, subject to the notice requirement hereinafter set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(iii) Any provision of the Restrictions to the contrary notwithstanding, any action described in Section 3(f) of Article V may be taken with the assent given in writing and signed by the Members entitled to cast two-thirds (2/3) of the votes of the Villa Association.

(iv) Except as hereinabove specifically set forth in Article VII, Section 2(c), paragraphs (i), (ii) and (iii), notice, voting and quorum requirements for all action to be taken by the Villa Association shall be as set forth in its Articles of Incorporation and Bylaws, as the same may be amended from time to time.

ARTICLE VIII

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATIONS

Section 1. Common Areas. The following powers and duties shall be solely possessed by the Association and the Association Board as they relate to the Association's title to, use, operation and maintenance of the Common Areas:

(a) Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas, rather than against the individual Owners.

(b) Care and preservation of the Common Areas and full maintenance of a utility service for the Common Areas, including the furnishing and upkeep of any desired personal property for use in the Common Areas.

(c) The services of a person or firm to manage the Association, or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(d) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas on behalf of all Owners.

(e) To protect or defend the Common Areas from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.

(f) To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members (without limiting the generality of the foregoing language, the rules and regulations may provide for limitations on use of Common Areas during certain periods by youthful persons, visitors, or otherwise).

Section 2. General. The Association Board and Villa Association Board shall each possess the following powers and duties with respect to the maintenance, operation and control of their respective Associations:

(a) The Association Board and the Villa Association Board, for the benefit of the Properties and the Owners, shall provide, and shall pay for out of the assessments charged by each Association, the following:

(i) Legal and accounting services.

(ii) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants), incident to the operation of the Association, in an amount not less than \$100,000 to indemnify against the claim of one person \$300,000 against the claim of two or more persons in any one occurrence, and property damage insurance in an amount not less than \$100,000 per occurrence; which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds.

(iii) Workers' compensation insurance to the extent necessary to comply with any applicable laws.

(iv) Such fidelity bonds as the Board may determine to be advisable.

(v) Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of the

Restrictions or by law or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of the Restrictions.

- (b) The Boards shall each have the following additional rights, powers and duties:
- (i) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.
 - (ii) To enter into contracts, maintain one or more bank accounts (granting authority as the Board shall desire to one or more persons to sign checks) and, generally, to have all the powers necessary or incidental to the operation and management of the Association.
 - (iii) To make available to each Owner within sixty (60) days after the end of each year an annual report and, upon the written request of one-tenth (1/10) of the Members, to have such report audited by an independent, certified public accountant, which audited report shall be made available to each Member within thirty (30) days after completion.
 - (iv) To adjust the amount, collect, and use any insurance proceeds to repair damage or place lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency.
 - (v) To enforce the provision of the Restrictions and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.
- (c) The Boards shall have the exclusive right to contract for all goods, services, and insurance, payment for which is to be made by the Associations, and the exclusive right and obligation to perform the functions of the Boards, except as otherwise provided herein.

Section 3. Owner's Obligations to Repair. Each Owner and any builder constructing and/or owning a speculative or model home on a Lot shall, at his sole cost and expense, maintain and repair his Lot and the improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Lot and the improvements thereon as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and exterior of the buildings and any other improvements erected thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

ARTICLE IX

AFFIRMATIVE AND PROTECTIVE COVENANTS FOR VILLA LOTS

The following protective covenants shall apply exclusively to the Villa Lots and their respective Owners. Should any protective covenant contained in Article III hereof and this Article IX apply inconsistently to the same subject matter, the provisions contained in this Article IX shall prevail as to its application.

Section 1. Architectural Control.

(a) Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on the Properties, nor shall any dwelling or other improvements on each unit, as originally constructed and provided by Declarant, be altered, changed, repaired or modified, including, without limitation, the painting of a dwelling or any other maintenance or repair which changes the exterior appearance of a dwelling or other improvements on a unit, unless prior to the commencement of any work thereof two complete plans and specifications therefor, including, but not limited to, exterior colors, materials and decorations, and also including, as applicable, front, side and rear elevations, and floor plans, and two plot plans indicating and fixing the exact location of such improvements, structures or such altered structure on the unit with reference to the street and sidelines thereof, shall have been first submitted in writing for approval and approved in writing by the Villa Association's Architectural Control Committee (the "Villa Association Committee").

(b) Members. The Villa Association Committee shall consist of three (3) members appointed by the Villa Association Board. The members of the Villa Association Committee shall serve at the pleasure of the Villa Association Board. The initial Villa Association Committee shall consist of the following members: Jeff Thomas, Larry Delagrange and Herb Delagrange. After primary residences are constructed on all Villa Lots, the Villa Association Board shall succeed to the initial Villa Association Committee's responsibilities under this Article IX to review subsequent construction, modifications and additions of structures.

(c) Endorsement of Plans. Approval of plans, specifications and location of improvements by the Villa Association Committee shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the Villa Association Committee to the person submitting the same. The approval of the Villa Association Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver of the right of the committee to disapprove of any features or elements embodied in such plans or specifications, if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other units.

(d) Construction to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved by the Villa Association Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other improvements or structures

of any kind shall be erected, constructed, placed, altered or maintained upon the Properties unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Villa Association Committee.

(e) Right of Entry. Any agent or member of the Villa Association Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Villa Association Committee under construction or on or in which the agent or members have reason to believe that a violation of the covenants, restrictions, reservations, servitude or easements is occurring or has occurred.

(f) New Construction. Notwithstanding the provisions set forth in this Article IX, Section 1, until such time as Declarant has conveyed title to all Villa Lots and is no longer a Class B Member of the Villa Association pursuant to Article VII, Section 2 hereof, the following shall apply:

(i) No Villa Lot Owner shall construct, or cause the construction of, a Villa Unit or building on any Villa Lot prior to obtaining Declarant's written approval of the licensed residential contractor the Villa Lot Owner intends to engage to construct said Villa Unit or building;

(ii) All plans and specifications for the construction of a new Villa Unit and/or any other permitted improvements shall be submitted to and approved or disapproved by Declarant pursuant to Section 1 above; and

(iii) Once Declarant has appointed the Villa Association Committee pursuant to Section 1 hereof, any plans and specifications for construction not considered new construction of a Villa Unit and/or any permitted improvements, including, without limitation, subsequent construction, modifications and additions to or of structures or improvements, shall be submitted to and approved or disapproved by the Villa Association Committee pursuant to Section 1 above.

Section 2. Fences. No fence, or other similar improvement, shall be erected upon a Villa Lot, except for a privacy fence located adjacent to any Villa Lot dwelling's back patio. Such privacy fence shall be approved by the Villa Association Committee pursuant to this Article IX prior to construction, and shall in no way interfere with the common sprinkler system upon the Villa Lot properties, or with the landscape maintenance performed by the Villa Association, thereby increasing the amount of trimming or edging required to be done, or increasing in any other manner the cost of maintenance of the landscaping by the Villa Association, unless otherwise specifically agreed to in writing by the Villa Association.

Section 3. Sheds or Other Outbuildings. No Sheds, as defined in Article III, Section 18, shall be allowed on any Villa Lot, except for such structure constructed as part of and attached to the dwelling that maintains and is consistent with the exterior look, design and materials of the dwelling. The construction of any proposed Shed on any given Villa Lot shall be approved by the Villa Association Committee pursuant to the terms and conditions set forth in this Article IX.

Section 4. Pools. No above-ground or in-ground pool, except for spas, whirlpools, or similar structures, shall be commenced, erected or maintained on any Villa Lot. The commencement, erection or maintenance of any spa, whirlpool, or similar structure on any Villa Lot shall be subject to the approval of the Villa Association Committee as set forth in this Article IX. In addition, all spas, whirlpools, or similar structures shall meet all applicable requirements of the City of Decatur Zoning Ordinance.

Section 5. Front Exteriors. The design and proposed materials for the front exterior of any Villa dwelling shall be subject to the approval of the Villa Association Committee pursuant to the terms and conditions set forth in this Article IX.

Section 6. Outdoor Play Equipment. No swing sets, climbing apparatus, or other outdoor play equipment shall be commenced, erected or maintained on any Villa Lot.

Section 7. Prohibited Uses.

(a) Garbage and Trash. All garbage cans, trash containers, bicycles and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pickup by the appropriate authorities. Garbage cans and trash containers shall be placed at the curbside no sooner than the evening before and removed no later than the evening of the scheduled pickup.

(b) Structures. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained on any Lot, unless attached to the Unit. Play sets and/or jungle gyms, basketball goals, and above-ground pools are strictly prohibited on any Lot. No in-ground pools, spas or hot tubs shall be erected or constructed on any Lot prior to the approval of the Villa Association Committee pursuant to Section 10 hereof.

(c) Pets and Animals. Pets and animals shall be permitted, only as provided for in this Section.

(i) Animals and pets shall be restricted to cats, dogs, fish, domestic birds, hamsters, lizards, gerbils, turtles, guinea pigs and rabbits, provided that they are not kept, bred or maintained for any commercial purpose. The foregoing restriction shall apply to animals/pets which visit the community. No other animals, livestock or poultry of any kind shall be raised, bred or kept on a Lot.

(ii) All dogs and cats must be inoculated against rabies by a duly qualified and licensed veterinarian and shall also be inoculated in like manner in such cases of emergency whenever ordered by the Board of Health of the State of Indiana.

(iii) When outside the Unit, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by collar and leash, which leash shall not exceed eight feet in length. No cats or dogs shall be permitted to run at large outside of the Unit; this shall not prohibit a cat or dog from being maintained without a leash or other restraint within any enclosed privacy area of the Unit in which the dog or cat resides and/or is maintained.

(iv) The owner/custodian of each animal and pet and/or the individual walking same shall be required to clean up after the animal/pet.

(v) The owner/custodian of the animal or pet shall remove his or her animal or pet from the Community when such animal or pet emits excessive noise such that the same may be heard outside of the Unit.

(vi) The animal/pet owner and the Owner of the Unit involved shall be strictly liable for damages caused to the Common Area by the animal/pet.

(vii) Any animal/pet owner's right to have an animal/pet reside in or visit the Community shall have such right revoked if the animal/pet shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association.

(d) Stables. No stable, livery stable, barn, or kennel shall be erected, constructed, permitted or maintained on any Lot.

(e) Vehicles and Parking. The following restrictions apply irrespective of whether the Properties in question lie within areas owned by or dedicated by a governmental entity:

(i) Prohibited Vehicles or Items. This Section 7(e)(i) contains prohibited vehicles or items which are prohibited and shall not be entitled to park anywhere within the Community. The prohibited vehicles and items are as follows: trucks, including pickup trucks, vans, recreation vehicles, mobile homes, motor homes, campers, buses, all terrain vehicles, off-road vehicles, go carts, three-wheel motorized vehicles, commercial vehicles; limousines, mopeds, dirt bikes, and other such motor vehicles, and boats and trailers, unless such vehicles are parked/stored in the garage of the Unit with the garage door closed, with the exception of being permitted to be parked ungaraged on a Lot for periods not to exceed 48 hours, or for a period of which is in the aggregate in excess of eight days per calendar year. Notwithstanding the foregoing or anything in this Section 7(e)(i) to the contrary, the foregoing shall not apply to and shall expressly exclude utility vehicles. As used herein, the term "utility vehicle" is intended to include certain vehicles which are used as and have the same characteristics as a passenger vehicle, such as, but not limited to, Chevrolet Blazers, Ford Broncos and Explorers, and Chrysler Jeep Cherokees, and whether or not such vehicle is classified as a "utility vehicle" by the most current edition of the Guide, as hereinafter defined, or its manufacturer. The Board of Directors shall have the sole authority to determine whether any vehicle falls within the definition of "utility vehicle" as used herein. Should the Guide adopt a definition or classification of a "utility

vehicle" consistent with the intended meaning of same as used herein, then the Board shall defer to such definition or classification established by the Guide.

(ii) Exception to Section 7(e)(i) Above. The following vehicles shall not be subject to the parking restrictions contained in Section 7(e)(i) above, and shall be entitled to park within the designated areas for parking in the Community, subject to the restrictions and provisions contained in Sections 7(e)(ii)(A) through 7(e)(ii)(E) below.

(A) A moving van, but only for the purpose of loading and unloading and at no time shall same park during the hours of 9:00 p.m. to 6:00 a.m.

(B) Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Properties, and only for the time period during which the maintenance, care or protection is being provided.

(C) Service and Delivery Vehicles, regardless of classification, during regular business hours and only for that period of time to render the service or delivery in question.

(D) Vehicles for the handicapped bearing identification as such by an applicable governmental authority.

(E) Certain vans described as follows: Subject to that provided above, a two-axle van as defined below which does not exceed the manufacturers' standard length, height and width of the particular van in a customized converted condition; used for family or personal transportation and which is not a commercial vehicle as defined below; which contains at least two (2) rows of seating and windows on each side of the vehicle adjacent to at least each of the first two (2) rows of seating; and which is or would be registered in the State of Indiana as a passenger station wagon or equivalent shall be permitted to park on the Properties. The Association is permitted to make a presumption that the foregoing criteria are met without the receipt of specific information or vehicle registration, unless upon visual inspection it is obvious that any of the criteria are not met. The owner or custodian of the vehicle shall submit to the Association reasonable information and documentation (including title and/or registration) concerning the vehicle upon request.

(iii) Classifications and Definitions.

(A) The most current edition of the N.A.D.A. Official Used Car Guide ("Guide") shall determine the classification of whether a vehicle is in fact a truck or van, or whether it is a passenger automobile. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder. Except as otherwise provided as to certain vans under Section 7(e)(ii)(E) above, a State registration or title classification shall have no bearing on determination of the classifications under this Section 7(e)(iii)(A).

(B) A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, such as: the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo.

(C) A "truck" shall mean any motor vehicle which is classified as a truck in accordance with Section 7(e)(iii)(A) above.

(D) A "van" shall mean any motor vehicle which is classified as a van in accordance with Section 7(e)(iii)(A) above and which is recognized by the manufacturer to be a type of a van, and which has two (2) axles. Notwithstanding the foregoing to the contrary, a pick-up truck shall not be considered to be a van by the addition of a camper top or similar topping.

(iv) All motor vehicles must be maintained as to not create an eyesore in the Community.

(v) Parking restrictions may be created and enforced by the Villa Association Board by Rules and Regulations.

(vi) Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas and/or streets. Racing engines and loud exhausts shall be prohibited. No vehicle shall be parked with motor running.

(vii) The following restrictions also apply:

(A) No repair (including changing of oil) of a vehicle shall be made within the Community except for minor repairs necessary to permit removal of a vehicle, unless they are made in the garage of a Unit with the garage door closed. However, washing or waxing of a vehicle is permitted outside the garage.

(B) All personal vehicles which can be appropriately parked within a standard-size parking stall may be parked on the Properties. No vehicles of any nature shall be parked on any portion of the Properties or a Unit except on the surfaced parking area thereof.

(viii) Remedies of Towing. If upon the Villa Association's provision of that notice required by Indiana Statutes, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Community, the Villa Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. By this provision, each Owner and vehicle owner consents to such tow. In the event that the vehicle owner fails to pay the towing costs upon demand, the Villa Association shall have the right to levy a charge for the costs against the Villa Lot and Owner in question, that is, against the Owner for himself/herself as the owner of the vehicle or for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle (as such, the Owner is liable for the vehicle violations of his/her family, lessees, guests, visitors, etc.), and the charge shall be collected as provided in this Section.

(ix) Alternative/Concurrent Remedies. Whether or not the Villa Association exercises its right to have the vehicle towed, the Association shall have the right to seek compliance with this Section 7(e) by injunctive and other relief through the courts; and/or any other remedy conferred upon the Villa Association by law or the Governing Documents. The Villa Association's right to tow shall in no way be a condition precedent to any other remedies available to the Villa Association incident to the enforcement of this Section 7(e).

(f) No Business Activity. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public baths, school, kindergarten, nursery school, sanitarium asylum or institution shall be erected, maintained, operated, carried on, permitted or conducted on the Properties. Also prohibited are garage sales, yard sales and the like. Notwithstanding the foregoing, the following shall apply:

(i) Home Occupations. No Lot shall be used for any purposes other than as a single-family residence, except that a home occupation, defined as follows, may be permitted. Any use conducted entirely within the dwelling Unit and participated in solely by a member of the immediate family residing in said dwelling Unit, which use is clearly incidental and secondary to the use of the dwelling Unit for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display that indicates from the exterior that the dwelling Unit is being utilized in whole or in part for any purpose other than that of a dwelling Unit; (b) no commodity is sold upon that Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the dwelling Unit; and (d) no mechanical or electrical equipment is used other than is customarily used in an office-at-home or by home hobbyist, and which is generally unsuitable for commercial applications.

(ii) The practice of leasing Units shall not be considered as a business activity under this Section 7.

(iii) The business of operating the Villa Association shall not be considered as business activity under this Section 7.

(g) Maintenance. All Units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All Units shall be maintained in first class condition with well-kept lawn and well-maintained landscaping.

(h) Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on a Lot which may be or become an annoyance or nuisance to residents in the Subdivision. Without limiting any of the foregoing, no exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof, and no speakers, horns, whistles, bells or other sound devices shall be located, used or placed on a Lot which are audible, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

(i) Unlawful Uses. No improper, offensive or unlawful use shall be made of any Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

(j) Clothes Line. No clothes, linens, or the like, shall be hung in any manner outside of a dwelling. No clothes lines or poles shall be permitted.

(k) Wells. No individual water supply system shall be permitted on any Lot, except the installation required for a geothermal heating and cooling system.

(l) Garage Doors. Garage doors must be kept closed between the hours of 11:00 p.m. through 5:00 a.m. except when otherwise necessary for ingress and egress.

(m) Watercraft. No watercraft of any description is permitted on any pond, except as required for maintenance.

(n) Occupancy of Units and Subdivision:

(i) Occupancy of Units. Each Unit shall be occupied by Owners and tenants and their family members, as a residence, as a single-family dwelling, and for no other purpose.

(ii) Subdivision. No Unit may be subdivided into more than one Unit. Only entire Units may be sold, leased or otherwise transferred.

(o) Use. No person shall use the Units, or any part thereof, in any manner contrary to this Declaration.

Section 8. General Provisions.

(a) Use. Villa Lots may not be used except for single-family residential purposes. No buildings shall be erected, altered, placed, or permitted to remain on any Villa Lot other than one detached single-family residence not to exceed two and one-half stories in height. Each residence shall include an attached garage to accommodate not less than two cars. Such garage shall be built as part of the residence, shall have a floor area of not less than 440 square feet, and shall have one or more doors with an aggregate width of not less than 16 feet.

(b) Dwelling Size. No residence shall be built on a Villa Lot having a ground floor area upon the foundation, exclusive of one-story open porches, breezeways or garages, of less than 1,000 feet for a one-story residence, or less than 700 square feet of total living area, exclusive of one-story open porches, breezeways and garages, on the main floor, and no less than 1,250 square feet of total living area for a residence that has more than one story.

(c) Building Lines. No structure shall be located on a Lot nearer to the front Lot line, or nearer to the side street line than the minimum building setback lines shown on the Plat. In any event, no building shall be located nearer than a distance of five (5) feet to an interior Lot line. No dwelling shall be located on an interior Lot nearer than 15 feet to the rear Lot line.

(d) Minimum Lot Size. No residence shall be erected or placed on a Villa Lot having a width of less than 70 feet at the minimum building setback line, nor shall any residence be erected or placed on any Villa Lot having an area of less than 9,000 square feet.

(e) Utility Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No Owner shall erect on a Lot, or grant to any entity the right, license, or privilege to erect or use, or permit the use of, overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing in these Covenants shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service entrance facilities installed for any residence or other structure on a Lot connecting it to the electrical distribution system of any electric public utility shall be provided by the Owner of the Lot who constructs the residence or structure, and shall carry not less than three wires and have a capacity of not less than 200 amperes. Any public utility charged with the maintenance of underground installations shall have access to all easements in which said installations are located for operation, maintenance and replacement of service connections.

(f) Surface Drainage Easements. Surface drainage easements and Common Area used for drainage purposes as shown on the Plat are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the surface of the Real Estate shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor (or proper public authority having jurisdiction over storm drainage) shall have the right to determine if any obstruction exists, and to repair and maintain, or require such repair and maintenance, as shall be reasonably necessary to keep the conductors unobstructed.

(g) Oil Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on or in a Lot. No derrick or other structure designed for boring for oil or natural gas shall be erected, maintained or permitted on a Lot.

(h) Dumping. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. No incinerators shall be kept or allowed on a Lot.

(i) Workmanship. All structures on a Lot shall be constructed in a substantial, good workmanlike manner and of new materials. No roof siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any structure on a Lot, and no roll roofing of any description or character shall be used on the roof of any residence or attached garage on a Lot.

(j) Flood Protection Grades for Villa Lots. There are no flood protection grades for the Villa Lots in The Grey Goose, Section 1.

(k) Geothermal Systems.

(i) Owners of Lots in the Subdivision shall have the right to install and maintain the following described types of geothermal heating and cooling systems ("Systems") to service residences located on the Owner's Lots, and the right to use the Association property as described below:

(A) A System with a loop heat exchanger designed to use retention or detention ponds located in Common Areas adjacent to such Lots.

(B) A System which uses and discharges well water from the System into retention or detention ponds located in Common Areas adjacent to such Lots.

(ii) Any Systems so installed must:

(A) Satisfy regulations of the Indiana Department of Natural Resources, and all applicable federal, state, and local laws, ordinances, and regulations.

(B) Satisfy reasonable requirements of the Allen County Surveyor or other applicable governmental agency regarding surface water drainage and erosion control; and obtain approval from the Association.

(C) Be installed according to approved guidelines of, and by technicians certified by, the International Ground Source Heat Pump Association.

(iii) Any Owner using property owned by the Association or Villa Association for the purpose as described in Section 8(l) agrees to indemnify and hold the Association or Villa Association, as appropriate, harmless from and against all claims, losses, damages, and judgments (including reasonable attorney fees and litigation expenses) caused by, or resulting from, the Owner's use of Association and/or Villa Association property in connection with the Systems.

ARTICLE X

PROPERTY SUBJECT TO THE RESTRICTIONS:
ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to the Restrictions (hereinabove defined as the "Existing Property"), located in the City of Decatur, State of Indiana, is described on Exhibit "A" attached hereto, and is designated The Grey Goose, and more particularly described on a subdivision Plat (the "Plat" hereafter) thereof recorded as Plat Record 2007, page 779, in the Office of the Recorder of Adams County, Indiana, as amended from time to time.

Section 2. Additions to Existing Property. If Declarant is the owner of any property which it desires to add to the concept of the Restrictions, it may do so by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, which shall extend the concept of the covenants, conditions and restrictions of the Restrictions to such property,

PROVIDED, HOWEVER, that (i) such additional property shall be contiguous (as hereafter defined) to the Properties subject to the Restrictions at the time, and (ii) such Supplementary Restrictions may contain such complimentary additions and modifications of the covenants, conditions and restrictions contained in the Restrictions as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of the Restrictions. In no event, however, shall such Supplemental Restrictions modify or add to the covenants established by the Restrictions for the Existing Property. Any additions made pursuant to this Article X, Section 2, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added. For the purposes hereof, the term "contiguous" shall mean adjoining; provided, that any tracts or parcels of land which are separated by a street, road, sidewalk, right-of-way, easement or other thoroughfare shall be deemed to be contiguous.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of the Restrictions shall run with and bind the land subject to the Restrictions, and shall inure to the benefit of and be enforceable by the Associations and/or the Owner of any land subject to the Restrictions, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date that the Restrictions are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast a majority of the votes of the Associations has been recorded, agreeing to abolish said Covenants, Conditions and Restrictions or to change said Covenants, Conditions and Restrictions in whole or in part; provided, however, that no such agreements to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change; provided further, that no such agreements to change shall be applicable to existing buildings on the Properties.

Section 2. Termination or Amendment by Declarant. Until such time as the last Lot is sold by Declarant, Declarant, at its discretion, may abolish or amend said Covenants, Conditions and Restrictions or change them in whole or in part, subject, however, to approval of the City of Decatur Plan Commission.

Section 3. Consent of Members. Except as provided in Section 1 and Section 2 of this Article, the Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only with the consent of the Members of each class of membership entitled to cast fifty-one percent (51%) of the votes of each such class of each Association, evidenced by a document in writing bearing each of their signatures; provided, that (i) no amendment whatsoever shall be made without the written consent of the Declarant prior to January 1, 2017, notwithstanding that Declarant has no interest in the Properties at the time, (ii) Declarant shall have the right to amend this Declaration at any time from time to time, without the consent of any Member, to the extent that such amendments are required by the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, or other governmental authority involved in financing the improvement, purchase or

sale of any of the Lots or the improvements to be constructed thereon, and (iii) no amendment shall be made eliminating any of the covenants of Articles III, IV and IX, or adversely affecting or reducing the assessments provided in Article VI without the prior written approval of the City of Decatur Plan Commission or its successor, and further, however, that the restrictions and covenants herein contained as they relate to the storm water detention system and the maintenance and repair thereof shall be for an indefinite period except as amended with the prior approval of the City of Decatur Drainage Board.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by and proceedings at law or in equity against any person or person violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed waiver of the right to do so thereafter.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 6. Headings. The headings contained in the Restrictions are for reference purposes only and shall not in any way affect the meaning or interpretation of the Restrictions.

Section 7. Notices. Any notice required to be given to any Member or Owner under the provisions of the Restrictions shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 8. Storm Water Detention System and Pond Maintenance Assessment. The Association shall be obligated to maintain, repair and/or replace, as necessary, the storm water drainage system and the storm water detention system consisting of ponds shown on the Plat of the subdivision, or any other pond located on property adjacent to the subdivision that is the subject of any Maintenance Agreement entered into by the Declarant and/or the Association with the owner(s) of said adjacent property, together with outlets and water control structures, the cost of which shall be borne by all of the Owners in The Grey Goose, Section I, and the Owners of Villa Lots as required under Article VI, Section 12, and subsequent Owners of Lots in any and all of the sections of The Grey Goose and the Villas of The Grey Goose.

The Owner of any Lot in this section, or any future sections, of The Grey Goose and/or the City of Decatur Drainage Board shall have the right to order the Association to carry out its obligation to maintain, repair and/or replace the storm water drainage system and storm water detention system improvements, as above provided, and to assess the Owners of all Lots in this section and future sections of The Grey Goose with the cost thereof.

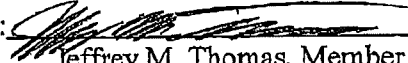
Until the year beginning January 1, 2009, the annual assessment for pond maintenance shall be \$25.00 per Lot. Commencing with the year beginning January 1, 2009 and each year thereafter, the Board, at its annual meeting next preceding, and each January 1 thereafter, shall set the amount of the annual assessment for the maintenance of the ponds in addition to the

regular annual maintenance fee for the common areas as set forth in Article VI, provided that the annual assessment for the storm water detention system (ponds) under this Article XI, Section 8 shall never be less than \$25.00.

Anything to the aforesaid notwithstanding, any alteration or amendment of the Restrictions and Covenants must be made accordingly with the prior approval of the City of Decatur Plan Commission and further that the Restrictions and Covenants herein contained, and only as they relate to the storm water detention system and the maintenance and repair thereof, shall be in continuous effect for an indefinite period, except as amended with the prior approval of the City of Decatur Drainage Board.

IN WITNESS WHEREOF, Oakmont Development Co. LLC, being the Declarant herein, has executed this instrument on this, the 14th day of May, 2009.

OAKMONT DEVELOPMENT CO. LLC
An Indiana Limited Liability Company

By: 
Jeffrey M. Thomas, Member

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned authority, a Notary Public in and for said County and State, this day personally appeared Jeffrey M. Thomas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Oakmont Development Co. LLC, an Indiana limited liability company, and that he executed the same as the act of such Oakmont Development Co. LLC for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of May, 2009.

Martha M. Murray
Martha M. Murray, Notary Public,
A resident of Allen County

My Commission Expires:
March 16, 2014

This instrument prepared by J. Rickard Donovan, Rothberg Logan & Warsco LLP, Suite 2100 National City Center, 110 West Berry Street, Fort Wayne, Indiana 46802.

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

Arlene L. Colone
[Signed, printed or stamped name of individual]

MAIL TO: