

Inst. # 2000-00 76232
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WANDA MARTIN
MARION COUNTY RECORDER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF DECATUR RIDGE SUBDIVISION

THIS DECLARATION ("Declaration") is made this 4th day of May, 2000,
by Mann Realty Co. d/b/a D.B. Mann Development Co., an Indiana general partnership
("Developer").

RECITALS

1. Developer is the owner of the real estate which is described in Exhibit "A" attached hereto and made a part hereof (the "Initial Real Estate").
2. Developer intends to subdivide the Initial Real Estate into residential lots.
3. Before subdividing the Initial Real Estate, Developer desires to subject the Initial Real Estate to certain covenants, conditions and restrictions for the purpose of preserving and protecting the value and desirability of the Initial Real Estate for the benefit of each owner of any part thereof.
4. Developer further desires to create an organization to which shall be assigned the responsibility for maintaining and administering the common areas and certain other areas of the Real Estate and of administering and enforcing the covenants and restrictions contained in this Declaration and the subdivision plats of the Initial Real Estate as hereafter recorded in the office of the Recorder of Marion County, Indiana and of collecting and disbursing assessments and charges as herein provided.
5. Developer may from time to time subject additional real estate located within the tracts adjacent to the Initial Real Estate to the provisions of this Declaration (the Initial Real Estate, together with any such addition, as and when the same becomes subject to the provisions of this Declaration as herein provided, is hereinafter referred to as the "Real Estate" or the "Subdivision").

NOW, THEREFORE, Developer hereby declares that the Real Estate is and shall be acquired, held, transferred, sold, hypothecated, leased, rented, improved, used and occupied subject to the following covenants, conditions and restrictions, each of which shall run with the land and be binding upon, and inure to the benefit of, Developer and any other person or entity hereafter acquiring or having any right, title or interest in or to the Real Estate or any part thereof.

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ARTICLE I

DEFINITIONS

The following terms, when used in this Declaration with initial capital letters, shall have the following respective meanings:

1.1 "Association" means Decatur Ridge Community Association, Inc., an Indiana not-for-profit corporation, which Developer has caused or will hereafter cause to be incorporated, and its successors and assigns.

1.2 "Architectural Review Committee" means the architectural review body established pursuant to Paragraph 6.1 of this Declaration.

1.3 "Common Areas" means (i) all portions of the Real Estate shown on any Plat of a part of the Real Estate as a "Common Area" or which are otherwise not located in Lots and are not dedicated to the public and (ii) all facilities, structures, buildings, improvements and personal property owned or leased by the Association from time to time. Common Areas may be located within a public right-of-way.

1.4 "Common Expenses" means (i) expenses associated with the maintenance, repair or replacement of the Common Areas and the performance of the responsibilities and duties of the Association, including without limitation expenses for the improvement, maintenance or repair of the improvements, lawn, foliage and landscaping located on a Drainage, Utility or Sanitary Sewer Easement or on a Landscape Easement to the extent the Association deems it necessary to maintain such easement, (ii) expenses associated with the maintenance, repair or continuation of the drainage facilities located within and upon the Drainage, Utility or Sanitary Sewer Easements, (iii) all judgments, liens and valid claims against the Association, (iv) all expenses incurred to procure liability, hazard and any other insurance provided for herein and (v) all expenses incurred in the administration of the Association or the performance of the terms and provisions of this Declaration.

1.5 "Developer" means Mann Realty Co. d/b/a D.B. Mann Development Co., an Indiana general partnership, and any successors or assigns whom it designates in one or more written recorded instruments to have the rights of Developer hereunder.

1.6 "Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the date Developer or its affiliates no longer own any Lot within the Real Estate, but in no event shall the Development Period extend beyond the date seven (7) years after the date this Declaration is recorded.

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1.7 "Landscape Easements" means those areas of ground so designated on a Plat of any part of the Real Estate.

1.8 "Lot" means any parcel of land shown and identified as a lot on a Plat of any part of the Real Estate, specifically excluding, however, parcels of real estate designated as "Blocks".

1.9 "Mortgagee" means the holder of a duly recorded first mortgage lien on any Lot or Residence Unit.

1.10 "Owner" means the record owner, whether one or more persons or entities, of fee-simple title to any Lot, including contract sellers, but excluding for all purposes those persons or entities having an interest merely as security for the performance of an obligation unless specifically indicated to the contrary. If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner. The term Owner as used herein shall include Developer so long as Developer shall own any Lot in the Real Estate.

1.11 "Plat" means a duly approved final plat of any part of the Real Estate as hereafter recorded in the office of the Recorder of Marion County, Indiana.

1.12 "Residence Unit" means any single family home constructed on any part of the Real Estate.

1.13 "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Developer or its successors and assigns, and recorded in the public records of Marion County, Indiana, which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

1.14 "Utility, Drainage or Sanitary Sewer Easements" means those areas of ground so designated on a Plat of any part of the Real Estate.

ARTICLE II

APPLICABILITY

2.1 All Owners, their tenants, guests, invitees and mortgagees, and any other person using or occupying a Lot or any other part of the Real Estate shall be subject to and shall observe and comply with the applicable covenants, conditions and restrictions set forth in

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this Declaration and any rules and regulations adopted by the Association as herein provided, as the same may be amended from time to time.

2.2 The Owner of any Residence Unit (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the Developer or its affiliates or any other builder or any other Owner of the Residence Unit; or (ii) by the act of occupancy of the Residence Unit, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the covenants, conditions and restrictions of this Declaration. By acceptance of a deed, execution of a contract or undertaking of such occupancy, each Owner covenants, for such Owner, such Owner's heirs, personal representatives, successors and assigns, with Developer and the other Owners from time to time, to keep, observe, comply with and perform the covenants, conditions and restrictions of this Declaration.

ARTICLE III

PROPERTY RIGHTS

3.1 Owners' Easement of Enjoyment of Common Areas. Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas. Such easement shall run with and be appurtenant to each Lot and related Residence Unit, subject to the following provisions:

(i) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Areas which are in addition to the regular and special assessments described herein;

(ii) the right of the Association to fine any Owner or make a special assessment against any Lot in the event a person permitted to use the Common Areas by the Owner of such Lot violates any rules or regulations of the Association;

(iii) the right of the Association to dedicate or transfer all or any part of the Common Areas or grant easements therein to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer;

(iv) the easements reserved elsewhere in this Declaration and in any Plat of any part of the Real Estate; and

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3.2 Permissive Use. Any Owner may permit his or her family members, guests, tenants or contract purchasers who reside in the Residence Unit to use his or her right of use and enjoyment of the Common Areas subject to the terms of this Declaration and any rules and regulations promulgated by the Association from time to time.

3.3 Conveyance of Common Areas. Developer may at any time and from time to time convey all of its right, title and interest in and to any of the Common Areas to the Association by warranty deed, and such Common Areas so conveyed shall then be the property of the Association; provided, however, that the Common Areas for the Initial Real Estate and any additional lands added by Supplemental Declaration, respectively, shall be conveyed to the Association on or before the time that the first Lot within the Initial Real Estate or such additional land, respectively and as the case may be, is conveyed for residential use.

ARTICLE IV

USE RESTRICTIONS

4.1 Lakes. There shall be no swimming, skating, boating, fishing in or on or other recreational use of any lake, pond, creek, ditch or stream on the Real Estate. The Association may promulgate rules and regulations with respect to the permitted uses, if any, of the lakes or other bodies of water on the Real Estate.

4.2 Use of Common Areas. Subject to section 4.1 above, the Common Areas shall be used only for recreational purposes and other purposes permitted or sanctioned by the Association. The Developer shall specifically construct and convey to the Association a playground with appurtenant improvements as a part of the Common Areas at Decatur Ridge. In addition, the Developer shall plant within the Common Areas at least 100 trees in addition to those which may otherwise be required to be planted by Lot owners within front and rear yards as set forth in these Covenants.

4.3 Lot Access. All Lots shall be accessed from the interior streets of the Subdivision. No direct access is permitted to any Lot via Milhouse Road.

4.4 Other Use Restrictions Contained in Plat Covenants and Restrictions. The Plat Covenants and Restrictions relating to the Real Estate contain additional restrictions on the use of the Lots in the Subdivision, including, without limitation, prohibitions against commercial use, detached accessory buildings and nuisances; restrictions relating to the use of Landscape Easements, and Utility, Drainage, Air Space and Sanitary Sewer Easements; and restrictions relating to temporary structures, vehicle parking, signs, mailboxes, garbage

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and refuse disposal, storage tanks, water supply and sewage systems, ditches and swales, driveways, antenna and satellite dishes, awnings, fencing, swimming pools, solar panels and outside lighting. Such prohibitions and restrictions contained in the Plat Covenants and Restrictions are hereby incorporated by reference as though fully set forth herein.

4.5 Aviation Easement. There has been recorded an Aviation Easement in favor of the Indianapolis Airport Authority at a height of 75 feet above all of the land included within the Plat for the purpose of general aviation.

4.6 Minimum Living Space Areas. The minimum square footage of living space of Residence Unit constructed on Lots in the Development, exclusive of porches, terraces, garages, carports, accessory buildings or portions thereof, or similar facilities not modeled and decorated for regular and continuous habitation, shall be at least the minimum required for the zoning classification within which the Development is located. However, in no case shall any Residence Unit with less than 1,400 square feet of living area be constructed along the perimeter of the Development abutting a subdivision existing as of the date of the recording of this Declaration. In addition to the perimeter Lots, a sufficient number of Residence Units shall be built with a minimum of 1,400 square of living area to bring the number of Lots with Residence Units having at least 1,400 square feet of living area to 70% of the total number of Lots. Basements shall not be included in the computation of the minimum living area.

A. Residential Setback Requirements.

(i) Front Setbacks. Unless otherwise provided in these restrictions or on the recorded Plat, all dwelling houses and above-ground structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the Plat of the Development.

(ii) Side Yards. The side yard setback lines shall be consistent with the applicable district requirements of the Marion County Zoning Ordinance unless otherwise approved by the Committee and the Board of Zoning Appeals.

(iii) Rear Yards. The rear setback line shall be consistent with the applicable district requirements of the Marion County Zoning Ordinance unless otherwise approved by the Committee and the of Zoning Appeals.

C. Mailboxes and Landscaping. Any mailboxes must be approved by the Committee as to size, location, height, and composition before it may be installed. A standard mailbox design will be established by the Committee. Mailbox placement may be

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undertaken without special review if the proposed type and placement conforms to the standard design. Front yards along the front foundation of the Residence Unit shall contain six (6) bushes or similar plants with a minimum height of 18 inches and at least one (1) deciduous tree having a caliper of not less than two (2) inches measured one foot above the tree base. At least one (1) tree shall be planted in the rear yard of each Lot along the perimeter of the subdivision.

D. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding, T1-11 plywood sheet, or aluminum siding, or any other similar material. All driveways must be concrete. All exterior building materials are to be of an aesthetically pleasing natural earth tone. All of the Residence Units in the Development shall have partial brick on the front elevations, or a full front porch extending across the width of the Residence Unit, exclusive of the garage.

E. Garages Required. All residential dwellings in the Development shall include an enclosed attached two-car garage minimum.

F. Heating Plants. Every Residence Unit in the Development must contain a heating plant, installed in compliance with the required codes, and capable of providing adequate heat for year-round human habitation of the house.

G. Diligence in Construction. Every building whose construction or placement on any residential Lot in the Development shall be completed within nine (9) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

H. Sales of Lots by Developer. Every lot within the Development shall be sold to a builder or individual approved by the Developer or developed by the Developer.

I. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials and no used structures shall be relocated or placed on any such lot.

J. Maintenance of Lots and Improvements. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly and, specifically, such Owner shall:

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(i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees.

(v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

(vi) Within sixty (60) days following completion of a house on a lot, the Owner shall landscape the lot, weather permitting.

K. Sidewalk. Prior to occupancy, the owner of each lot of the subdivision shall construct a concrete sidewalk parallel to the owner's street frontage(s) on the owner's lot which shall extend from one side of the property to the other side of the property. The location of the sidewalk shall be approved by the Committee.

L. Above-Ground Swimming Pools Prohibited. No above-ground swimming pools shall be permitted to be constructed on any lot. The Committee shall determine whether or not a pool shall be defined as above-ground.

M. Fencing. Exposed galvanized chain link fencing is prohibited. However, fences constructed of black vinyl-coated chain link, split rail, picket, shadow box or wrought iron shall be permitted, subject to prior approval by the Committee. No shadow box or fences taller than 4 feet will be approved on lake lots. Maintenance of fencing within Common Areas will be the responsibility of the Association.

N. Outbuildings. No freestanding detached outbuildings will be permitted, including but not limited to, storage sheds, mini-barns or garages.

O. Satellite Dishes. No television satellite antenna dishes any larger than 24" in diameter shall be permitted on any lot. All allowed dishes must be screened from adjoining neighbors primary view.

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P. In General. No noxious or offensive activities shall be permitted on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

Q. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development, except entry signs and home or lot sales signs.

R. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance. No dog runs shall be permitted.

S. Vehicle Parking. No trucks one (1) ton or larger in size, inoperable vehicles, campers, trailers, boats, or similar vehicles shall be parked in any driveway or on any street in the Development. No vehicles shall be parked on any street overnight.

T. Garbage and Other Refuse. No Owner of a lot in the Development shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse on his lot. All Residence Units built in the Development shall be equipped with a garbage disposal unit.

U. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any Residence Unit that is to be used as a model home or exhibit house without written permission to do so from the Developer.

V. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

W. Open Drainage, Ditches and Swales.

(i) Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled, or otherwise changed, without the written permission of the appropriate authority. Property owners must maintain any part of these swales as may occur on their Lots as sodded grassways or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriately-sized culverts or other approved structures have been permitted by the appropriate authority.

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(ii) Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given ten (10) days' notice, by registered mail, to repair said damage, after which time, if no action is taken, the Town will cause said repairs to be accomplished and the bill for such repairs will be sent to the affected property owners for immediate payment.

X. Utility Services. Utilities (including sanitary sewer) and drainage facilities are reserved as shown on the recorded Plat which allows for construction, extension, operation, inspection, maintenance, reconstruction, and removal of sanitary sewer facilities. No utility services shall be installed, constructed, repaired, removed, or replaced under finished streets, except by jacking, drilling or boring.

Y. Wells and Septic Tanks. No water wells shall be drilled nor septic tanks and fields installed on any of the Lots in the Development, unless public sewer tap-in is unavailable.

Z. Dusk-To-Dawn Lighting. Each Lot shall maintain continuous dusk-to-dawn lighting to be controlled by a photocell. Said dusk-to-dawn lighting shall be placed either in the front yard on a free-standing pole located not more than ten (10) feet from the edge of the driveway; or twin carriage lights mounted on either side of the garage door if fronting the street.

ARTICLE V

ASSOCIATION

5.1 Membership. Each Owner shall automatically become a member of the Association and shall remain a member of the Association so long as he or she owns a Lot.

5.2 Classes of Membership and Vote. The Association shall have two (2) classes of membership, as follows:

(i) Class A Members. Class A members shall be all Owners other than Developer (unless Class B membership has been converted to Class A, membership as provided in the immediately following subparagraph). Each Class A member shall be entitled to one (1) vote per Lot owned.

(ii) Class B Member. The Class B member shall be the Developer. The Class B member shall be entitled to three (3) votes for each Lot owned by Developer. The Class B

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membership shall cease and be converted to Class A membership upon the Applicable Date (as defined in Section 5.3 below).

5.3 Applicable Date. The term "Applicable Date" shall mean when the total votes outstanding in the Class A membership is equal to the total votes outstanding in the Class B membership or the expiration of the Development Period, whichever shall first occur.

5.4 Multiple or Entity Owners. Where more than one person or entity constitutes the Owner of a Lot, all such persons or entities shall be members of the Association, but the single vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves. In no event shall more than one person exercise a Lot's vote and no Lot's vote shall be split.

5.5 Board of Directors. The members of the Association shall elect a Board of Directors of the Association as prescribed by the Association's Articles of Incorporation and By-Laws. The Board of Directors of the Association shall manage the affairs of the Association.

5.6 Professional Management. No contract or agreement for professional management of the Association, nor any contract between Developer and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause, without any termination penalty, on written notice as provided therein, but in any event, with at least ninety (90) days prior written notice.

5.7 Responsibilities of the Association. The responsibilities of the Association shall include, but shall not be limited to:

(i) Maintenance of the Common Areas including any and all improvements thereon as the Association deems necessary or appropriate.

(ii) Maintenance of any street lighting located within the street right-of-way or within an appropriate easement along a street within the Development.

(iii) Installation and replacement of any and all improvements, signs, lawn, foliage and landscaping in and upon the Common Areas or Landscape Easements as the Association deems necessary or appropriate.

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(iv) Maintenance, repair and replacement of any entrance street light, any private street signs and any private streets which may be shown on any Plat of a part of the Real Estate as Common Area.

(v) Replacement of the drainage system in and upon the Common Areas as the Association deems necessary or appropriate and the maintenance of any drainage system installed in or upon the Common Areas by Developer or the Association. Nothing herein shall relieve or replace the obligation of each Owner of a Lot subject to a Drainage Easement to keep the portion of the drainage system and Drainage Easement on such Lot free from obstructions so that the storm water drainage will be unimpeded.

(vi) Maintenance of lake water so as not to create stagnant or polluted waters affecting the health and welfare of the community.

(vi) Procuring and maintaining for the benefit of the Association, its officers and Board of Directors and the Owners, the insurance coverage required under this Declaration.

(viii) Assessment and collection from the Owners and payment of all Common Expenses.

(ix) Performing or contracting for property or Association management, snow removal, Common Area maintenance, trash removal or other services as the Association deems necessary or advisable.

(x) Enforcing the rules and regulations of the Association and the requirements of this Declaration and any applicable zoning or other recorded covenants, in each case, as the Association deems necessary or advisable.

5.8 Powers of the Association. The Association may adopt, amend or rescind reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the use and enjoyment of the Common Areas and the management and administration of the Association, in each case as the Association deems necessary or advisable. The rules and regulations promulgated by the Association may provide for reasonable interest and late charges on past due installments of any regular or special assessments or other charges or fines against any Owner or Lot. The Association shall furnish or make copies available of its rules and regulations to the Owners prior to the time when the rules and regulations become effective.

5.9 Compensation. No director or officer of the Association shall receive compensation for his or her services as such director or officer, except to the extent

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expressly authorized by a majority vote of the Owners present at a duly constituted meeting of the Association members.

5.10 Non-Liability of Directors and Officers. The directors and officers of the Association shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as directors or officers of the Association, except for their own individual willful misconduct or gross negligence. It is intended that the directors and officers of the Association shall have no personal liability with respect to any contract made by them on behalf of the Association except in their capacity as Owners.

5.11 Indemnity of Directors and Officers. The Association shall indemnify, hold harmless and defend any person, his or her heirs, assigns and legal representatives (collectively, the "Indemnitee") made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he or she is or was a director or officer of the Association, against all costs and expenses, including attorneys fees, actually and reasonably incurred by the Indemnitee in connection with the defense of such action, suit or proceeding, or in connection with any appeal thereof or to enforce the indemnity rights contemplated hereby except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Indemnitee is guilty of gross negligence or willful misconduct in the performance of his or her duties. The Association shall also reimburse any such Indemnitee for the reasonable costs of settlement of or for any judgment rendered in any such action, suit or proceeding, unless it shall be adjudged in such action, suit or proceeding that such Indemnitee was guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against an Indemnitee, no director or officer shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his or her duties where, acting in good faith, such director or officer relied on the books and records of the Association or statements or advice made by or prepared by any managing agent of the Association or any accountant, attorney or other person or firm employed or retained by the Association to render advice or service, unless such director or officer had actual knowledge of the falsity or incorrectness thereof, nor shall a director be deemed guilty of gross negligence or willful misconduct by virtue of the fact that he or she failed or neglected to attend any meetings of the Board of Directors of the Association. The costs and expenses incurred by any Indemnitee in defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay the amount paid by the Association if it shall ultimately be determined that the Indemnitee is not entitled to indemnification or reimbursement as provided in this section 5.11.

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ARTICLE VI

ARCHITECTURAL REVIEW COMMITTEE

6.1 Creation. There shall be, and hereby is, created and established an Architectural Review Committee to perform the functions provided for herein. At all times during the Development Period, the Architectural Review Committee shall consist of three (3) members appointed, from time to time, by Developer and who shall be subject to removal by Developer at any time with or without cause. After the end of the Development Period, the Architectural Review Committee shall be a standing committee of the Association, consisting of three (3) persons appointed, from time to time, by the Board of Directors of the Association. The three persons appointed by the Board of Directors to the Architectural Review Committee shall consist of Owners of Lots but need not be members of the Board of Directors. The Board of Directors may at any time after the end of the Development Period remove any member of the Architectural Review Committee upon a majority vote of the members of the Board of Directors.

6.2 Purposes and Powers of Architectural Review Committee. The Architectural Review Committee shall review and approve the design, appearance and location of all residences, structures or any other improvements placed or modified by any person on any Lot and the installation and removal of any trees, bushes, shrubbery and other landscaping on any Lot, in such a manner as to preserve the value and desirability of the Real Estate and the harmonious relationship among Residence Units and the natural vegetation and topography.

(i) In General. No residence, building, structure, antenna, walkway, fence, deck, pool, tennis court, basketball goal, wall, patio or other improvement of any type or kind shall be erected, constructed, placed or modified, changed or altered on any Lot without the prior written approval of the Architectural Review Committee. Such approval shall be obtained only after written application has been made to the Architectural Review Committee by the Owner of the Lot requesting authorization from the Architectural Review Committee. Such written application shall be in the manner and form prescribed from time to time by the Architectural Review Committee and, in the case of construction or placement of any improvement, shall be accompanied by two (2) complete sets of plans and specifications for the proposed improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Architectural Review Committee may reasonably require.

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Unless otherwise permitted by the Architectural Review Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect.

(ii) Power of Disapproval. The Architectural Review Committee may refuse to approve any application (a "Requested Change") made to it when:

(a) The plans, specifications, drawings or other materials submitted are inadequate or incomplete, or show the Requested Change to be in violation of any of the terms of this Declaration or the Plat Covenants and Restrictions applicable to any part of the Real Estate;

(b) The design or color scheme of a Requested Change is not in harmony with the general surroundings of the Lot or with the adjacent Residence Units or related improvements; or

(c) The Requested Change in the opinion of the Architectural Review Committee would not preserve or enhance the value and desirability of the Real Estate or would otherwise be contrary to the interests, welfare or rights of the Developer or any other Owner.

(iii) Rules and Regulations. The Architectural Review Committee, from time to time, may promulgate, amend or modify additional rules and regulations or building policies or procedures as it may deem necessary or desirable to guide Owners as to the requirements of the Architectural Review Committee for the submission and approval of Requested Changes.

6.3 Duties of Architectural Review Committee. If the Architectural Review Committee does not approve a Requested Change within forty-five (45) days after all required information on the Requested Change shall have been submitted to it, then such Requested Change shall be deemed denied. One copy of submitted material shall be retained by the Architectural Review Committee for its permanent files.

6.4 Liability of the Architectural Review Committee. Neither the Architectural Review Committee, the Association-, the Developer nor any agent or member of any of the foregoing, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done in connection with a Requested Change or for any decision made by it unless made in bad faith or by willful misconduct.

6.5 Inspection. The Architectural Review Committee or its designee may, but shall not be required to, inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article VI and may require any

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work not consistent with an approved Requested Change, or not approved, to be stopped and removed at the offending Owner's expense.

6.6 Architectural Restrictions on Residence Units. No modular, manufactured or mobile home shall be permitted on any Lot. However, the use of pre-constructed wall systems and other pre-fabricated architectural components shall not be restricted by this Covenants. In addition, no homes with substantially identical architectural design shall be permitted on adjacent or facing Lots.

ARTICLE VII

ASSESSMENTS

7.1 Purpose of Assessments. Each Owner of a Lot by acceptance for itself and related entities of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association for his obligation for (i) regular assessments for Common Expenses ("Regular Assessments") and (ii) special assessments for capital improvements and operating deficits and for special maintenance and repairs ("Special Assessments"). Such assessments shall be established, shall commence upon such dates and shall be collected as herein provided. The general purpose of Regular and Special Assessments is to provide funds to maintain and improve the Common Areas and related facilities for the benefit of the Owners, and the same shall be levied for the following specific purposes: (i) to promote the health, safety and welfare of the residents occupying the Real Estate, (ii) for the improvement, maintenance and repair of the Common Areas, the improvements, lawn foliage and landscaping within and upon the Common Areas, Landscape Easements, Drainage, Utility or Sanitary Sewer Easements and the drainage system, (iii) for the performance of the responsibilities and duties and satisfaction of the obligations of the Association and (iv) for such other purposes as are reasonably necessary or specifically provided herein. A portion of the Regular Assessment may be set aside or otherwise allocated in a reserve fund for repair and replacement of any, capital improvements which the Association is required to maintain. The Regular and Special Assessments levied by the Association shall be uniform for all Lots within the Subdivision.

7.2 Regular Assessments. The Board of Directors of the Association shall have the right, power and authority, without any vote of the members of the Association, to fix from time to time the Regular Assessment against each Residence Unit at any amount not in excess of the "Maximum Regular Assessment" as follows:

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(i) Until December 31 of the year immediately following the conveyance of the first Lot to an Owner for residential use, the Maximum Regular Assessment on any Residence Unit for any calendar year shall not exceed Two Hundred Forty Dollars (\$240.00).

(ii) From and after December 31 of the year immediately following the conveyance of the first Lot to an Owner for residential use, the Maximum Regular Assessment on any Residence Unit for any calendar year may be increased by not more than five percent (5%) per year above the Regular Assessment for the previous calendar year without a vote of the members of the Association.

(iii) From and after December 31 of the year immediately following the conveyance of the first Lot to an Owner for residential use, the Board of Directors of the Association may fix the Regular Assessment at an amount in excess of the maximum amount specified in subparagraph (ii) above only with the approval of a majority of those members of each class of members of the Association who cast votes in person or by proxy at a meeting of the members of the Association duly called and held for such purpose.

(iv) Each Residence Unit shall be assessed an equal amount for any Regular Assessment, excepting any proration for ownership during only a portion of the assessment period.

7.3 Special Assessments. In addition to Regular Assessments, the Board of Directors of the Association may make Special Assessments against each Residence Unit, for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Association may from time incur, but only with the assent of a majority of the members of each class of members of the Association who cast votes in person or by proxy at a duly constituted meeting of the members of the Association called and held for such purpose.

7.4 No Assessment against Developer During the Development Period. Neither the Developer nor any affiliated entity shall be assessed any portion of any Regular or Special Assessment during the Development Period.

7.5 Date of Commencement of Regular or Special Assessments, Due Dates. The Regular Assessment or Special Assessment, if any, shall commence as to each Residence Unit on the first day of the first calendar month following the first conveyance of the related Lot to an Owner, provided that, in the case of the conveyance by Developer of a Lot to any builder in the Subdivision not related to Developer, such commencement shall occur on the

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first day of the sixth calendar month following the first conveyance of the Lot to such builder.

The Board of Directors of the Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The installment periods and due dates for all assessments shall be established by the Board of Directors. The Board of Directors may provide for reasonable interest and late charges on past due installments of assessments.

7.6 Failure of Owner to Pay Assessments.

(i) No Owner may exempt himself from paying Regular Assessments and Special Assessments due to such Owner's nonuser of the Common Areas or abandonment of the Residence Unit or Lot belonging to such Owner. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the lien for such assessment (as described in section 7.7 below) may be foreclosed by the Board of Directors of the Association for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Residence Unit shall be jointly and severally liable for the payment to the Association on the first day of each month of reasonable rental for such Residence Unit, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Residence Unit or Lot, and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board of Directors of the Association, at its option, may in the alternative bring suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors of the Association, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot costs and expenses of such action incurred (including but not limited to attorneys fees) and interest from the date such assessments were due until paid.

(ii) Notwithstanding anything contained in this section 7.6 or elsewhere in this Declaration, any sale or transfer of a Residence Unit or Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Residence Unit, or the purchaser thereof, at such foreclosure sale, or the grantee

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in the event of conveyance in lieu thereof, from liability for any assessments thereafter becoming due or from the lien therefor.

7.7 Creation of Lien and Personal Obligation. All Regular Assessments and Special Assessments, together with interest, costs of collection and attorneys' fees, shall be a continuing lien upon the Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with interest, costs of collection and attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time such assessment became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successors in title unless expressly assumed by them. The Association, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Lot, shall furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular or Special Assessments or other charges against the Lot. Such statement shall be binding upon the Association as of the date of such statement.

7.8 Expense Incurred to Clear Drainage, Utility or Sanitary Sewer Easement Deemed a Special Assessment. As provided in the Plat Covenants relating to the Real Estate, the Owner of any Lot subject to a Drainage, Utility or Sanitary Sewer Easement including any builder, shall be required to keep the portion of said Drainage, Utility or Sanitary Sewer Easement on his Lot free from obstructions so that the storm water drainage will not be impeded and will not be changed or altered without a permit from the applicable local governmental authority and prior written approval of the Developer and the Association. Also, no structures or improvements, including without limitation decks, patios, pools, fences, walkways or landscaping of any kind, shall be erected or maintained upon said easements, and any such structure or improvement so erected shall, at Developer's or the Association's written request, be promptly removed by the Owner at the Owner's sole cost and expense. If, within thirty (30) days after the date of such written request, such Owner shall not have commenced and diligently and continuously effected the removal of any obstruction of storm water drainage or any prohibited structure or improvement, Developer or the Association may enter upon the Lot and cause such obstruction, structure or improvement to be removed so that the Drainage, Utility or Sanitary Sewer Easement is returned to its original designed condition. In such event, Developer or the Association shall be entitled to recover the full cost of such work from the offending Owner and such amount shall be deemed a special assessment against the Lot owned by such Owner which, if unpaid, shall constitute a lien against such Lot and may be collected by the Association

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pursuant to this Article 7 in the same manner as any Regular Assessment or Special Assessment may be collected.

ARTICLE VIII

INSURANCE

8.1 Casualty Insurance. The Association shall purchase and maintain fire and extended coverage insurance in an amount equal to the full insurable replacement cost of any improvements owned by the Association. The Association shall also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable. Such insurance policy shall name the Association as the insured. The insurance policy or policies shall, if practicable, contain provisions that the insurer (i) waives its rights to subrogation as to any claim against the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors and all Owners and their respective agents and guests and (ii) waives any defense to payment based on invalidity arising from the acts of the insured. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried.

8.2 Liability Insurance. The Association shall also purchase and maintain a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance shall cover all of the Common Areas and shall inure to the benefit of the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate and the Developer.

8.3 Other Insurance. The Association shall also purchase and maintain any other insurance required by law to be maintained, including but not limited to workers compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including but not limited to officers' and directors' liability insurance.

8.4 Miscellaneous. The premiums for the insurance described above shall be paid by the Association as Common Expenses.

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ARTICLE IX

MAINTENANCE

9.1 Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner of each Lot, including any builder during the building process, to keep the grass on the Lot properly cut and keep the Lot, including any Drainage, Utility or Sanitary Sewer Easements located on the Lot, free of weeds, trash or construction debris and otherwise neat and attractive in appearance including without limitation, the proper maintenance of the exterior of any structures on such Lot. If the Owner of any Lot fails to do so in a manner reasonably satisfactory to the Association, the Association shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and clean, repair, maintain or restore the Lot, as the case may be, and the exterior of the improvements erected thereon. The cost of any such work shall be and constitute a special assessment against such Lot and the owner thereof, whether or not a builder, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable to the offending Owner for any damage which may result from any maintenance work performed hereunder.

9.2 Damage to Common Areas. In the event of damage to or destruction of any part of the Common Areas or any improvements which the Association owns or is required to maintain hereunder, including without limitation any Subdivision improvement, such as fences or columns erected by the Developer in right-of-way areas, the Association shall repair or replace the same from the insurance to the extent of the availability of such insurance proceeds. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds. Notwithstanding any obligation or duty of the Association hereunder to repair or maintain the Common Areas and other improvements if, due to the willful, intentional or negligent acts or omissions of any Owner (including any builder) or of a member of his family or of a guest, subcontractor, employee, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas or any other improvements maintained by the Association pursuant to this Paragraph 9.2, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then the Association shall cause such repairs to be made and such Owner shall pay for such damage and such maintenance, repairs and replacements, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of

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repairing such damage shall constitute a special assessment against such Owner, whether or not a builder, and its Lot, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

ARTICLE X

MORTGAGES

10.1 Notice to Mortgagee. The Association, upon request, shall provide to any Mortgagee a written certificate or notice specifying unpaid assessments and other defaults, if any, of the Owner of any Lot in the performance of the Owner's obligations under this Declaration or any other applicable documents.

10.2 Notice to Association. Any Mortgagee who holds a first mortgage lien on a Lot may notify the Secretary of the Association by certified mail (return receipt requested) of the existence of such mortgage and provide the name and address of the Mortgagee. A record of the Mortgagee and name and address shall be maintained by the Secretary of the Association and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws of the Association or otherwise shall be deemed effectively given if mailed to the Mortgagee at the address shown in such record in the time provided. Unless notification of a Mortgage and the name and address of the Mortgagee are furnished to the Secretary as herein provided, no notice to any Mortgagee shall be required, and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the By-Laws of the Association, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

10.3 Mortgagees' Rights Upon Default by Association. If the Association fails (i) to pay taxes or the charges that are in default and that have or may become liens against any Common Areas, or (ii) to pay on a timely basis any premium on hazard insurance policies on Common Areas or to secure hazard insurance coverage for the Common Areas upon lapse of a policy, then the Mortgagee with respect to any Lot may make the payment on behalf of the Association.

ARTICLE XI

AMENDMENT8

11. 1 By the Association. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

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(i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting of the members of the Association at which the proposed amendment is to be considered.

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

(iii) Meeting. The resolution concerning a proposed amendment must be adopted by the vote required by subparagraph (iv) below at a meeting of the members of the Association duly called and held in accordance with the provisions of the Association's By-Laws.

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than ninety percent (90%) in the aggregate of all votes entitled to be cast by all Owners if the proposed amendment is considered and voted upon on or before twenty (20) years after the date hereof, and not less than seventy-five percent (75%) of such votes if the proposed amendment is considered and voted on after twenty (20) years from the date hereof. In any case, provided, however, that any such amendment shall require the prior written approval of Developer so long as Developer or any entity related to Developer owns any Lot or Residence Unit within the Real Estate. In the event any Residence Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner provided the Mortgagee has given prior notice of its mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing sub-section 10.2.

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication or mortgaging of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

(v) Mortgagees Vote on Special Amendments. No amendments to this Declaration shall be adopted which changes any provision of this Declaration which would be deemed to be of a material nature by the Federal National Mortgage Association under Section 601.02 of Part V, Chapter 4, of the Fannie Mae Selling Guide, or any similar provision of any subsequent guidelines published in lieu of or in substitution for the Selling Guide, or which would be deemed to require the first mortgagees consent under the Freddie Mac Sellers and Servicers' Guide, Vol. 1, Section 2103 (d), without the written approval of at least sixty-seven percent (67%) of the Mortgagees who have given prior notice of their mortgage interest to

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the Board of Directors of the Association in accordance with the provisions of the foregoing section 10.2.

Any Mortgagee which has been duly notified of the nature of any proposed amendment shall be deemed to have approved the same if the Mortgagee or a representative thereof fails to appear at the meeting in which such amendment is to be considered (if proper notice of such meeting was timely given to such Mortgagee) or if the Mortgagee does not send its written objection to the proposed amendment prior to such meeting. In the event that a proposed amendment is deemed by the Board of Directors of the Association to be one which is not of a material nature, the Board of Directors shall notify all Mortgagees whose interests have been made known to the Board of Directors of the nature of such proposed amendment, and such amendment shall be conclusively deemed not material if no Mortgagee so notified objects to such proposed amendment within thirty (30) days after the date such notices are mailed and if such notice advises the Mortgagee of the time limitation contained in this sentence.

11.2 By the Developer. Developer hereby reserves the right, so long as Developer or any entity related to Developer owns any Lot or Residence Unit within and upon the Real Estate, to make any technical amendments to this Declaration, without the approval of any other person or entity, for any purpose reasonably deemed necessary or appropriate by the Developer, including without limitation: to bring Developer or this Declaration into compliance with the requirement of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof, to conform with zoning covenants and conditions; to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration or any other governmental agency or to induce any of such agencies to make, purchase, sell, insure or guarantee first mortgages, or to correct clerical or typographical errors in this Declaration or any amendment or supplement hereto; provided, however, that in no event shall Developer be entitled to make any amendment which has a material adverse effect on the rights of any Mortgagee, or which substantially impairs the rights granted by this Declaration to any Owner or substantially increases the obligations imposed by this Declaration on any Owner.

11.3 Recording. Each amendment to this Declaration need be executed only by Developer in any case where Developer has the right to amend this Declaration pursuant to Paragraph 11.2 and, otherwise, by the President or Vice President and Secretary of the Association; provided, however, that any amendment requiring the consent of Developer pursuant to Paragraph 11.1 shall contain Developer's signed consent. All amendments shall

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be recorded in the Office of the Recorder of Marion County, Indiana, and no amendment shall become effective until so recorded.

ARTICLE XII

MISCELLANEOUS

12.1 Right of Enforcement. Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration or in a Plat of any part of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, shall be grounds for an action by Developer, the Association, any Owner and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants, conditions or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys fees reasonably incurred by any party successfully enforcing such covenants, conditions and restrictions; provided, however, that neither Developer, any Owner nor the Association shall be liable for damages of any kind to any person for failing or neglecting for any reason to enforce any such covenants, conditions or restrictions.

12.2 Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party, including without limitation the Association and the Developer, to invoke any available remedy with respect to any violation or threatened violation of any covenants, conditions or restrictions enumerated in this Declaration or in a Plat of any part of the Real Estate shall constitute a waiver by that party of, or an estoppel of that party to assert, any right available to it upon the occurrence, recurrence or continuance of such violation.

12.3 Duration. These covenants, conditions and restrictions and all other provisions of this Declaration (as the same may be amended from time to time as herein provided) shall run with the land comprising the Real Estate and shall be binding on all persons and entities from time to time having any right, title or interest in the Real Estate or any part thereof, and on all persons claiming under them, until December 31, 2017, and thereafter shall continue automatically until terminated or modified by vote in the majority of all Owners at any time thereafter; provided, however, that no termination of this Declaration shall terminate or otherwise affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

12.4 Severability. Invalidation of any of the covenants, conditions or restrictions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

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12.5 Applicable Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Indiana.

12.6 Annexation. Additional land adjacent to the Real Estate may be annexed by Developer to the Real Estate (and from and after such annexation shall be deemed part of the Real Estate for all purposes of this Declaration) by execution and recordation by Developer in the Office of the Recorder of Marion County, Indiana, of a supplemental declaration, and such action shall require no approvals or other action of the Owners.

ARTICLE XIII

DEVELOPERS RIGHTS

13.1 Access Rights. Developer hereby declares, creates and reserves an access license over and across all of the Real Estate for the use of Developer and its representatives, agents, designees, contractors and affiliates during the Development Period. Notwithstanding the foregoing, the area of the access license created by this section 13.1 shall be limited to that part of the Real Estate which is not in, on, under, over, across or through a building or the foundation of a building properly located on the Real Estate. The parties for whose benefit this access license is herein created and reserved shall exercise such access rights only to the extent reasonably necessary and appropriate and such parties shall, to the extent reasonably practicable, repair any damage or destruction caused by reason of such parties' exercise of this access license.

13.2 Signs. Developer and its designees shall have the right to use signs of any size during the Development Period and shall not be subject to the Plat Covenants with respect to signs during the Development Period. The Developer and its designees shall also have the right to construct or change any building, improvement or landscaping on the Real Estate without obtaining the approval of the Architectural Review Committee at any time during the Development Period.

13.3 Sales Offices and Models. Notwithstanding anything to the contrary contained in this Declaration or a Plat of any part of the Real Estate now or hereafter recorded in the

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
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office of the Recorder of Marion County, Indiana, Developer, any entity related to Developer, and any other person or entity with the prior written consent of Developer, during the Development Period, shall be entitled to construct, install, erect and maintain such facilities upon any portion of the Real Estate owned by Developer, the Association or such person or entity as, in the sole opinion of Developer, may be reasonably required or convenient or incidental to the development of the Real Estate or the sale of Lots and the construction or sale of Residence Units thereon. Such facilities may include, without limitation, storage areas or tanks, parking areas, signs, model residences, construction offices or trailers and sales offices or trailers.

IN WITNESS WHEREOF, witness the signature of the Developer this 4th day of May, 2000.

APPROVED THIS 9th
DAY OF MAY, 2000
DECATUR TOWNSHIP ASSESSOR
Charles P. Coleman DRAFTSMAN

"DEVELOPER"
MANN REALTY CO. D/B/A D.B. MANN
DEVELOPMENT CO., an Indiana Partnership

By: J. B. Mann
J. Brian Mann
Partner

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared J. Brian Mann, a Partner of Mann Realty Co. d/b/a D.B. Mann Development Co., an Indiana Partnership (Developer herein), and acknowledged the execution of the foregoing instrument this 4 day of May, 2000.

Lynn M. Williams Notary
Lynn M. Williams (Printed)

Resident of Marion County, Indiana
LYNN M WILLIAMS
NOTARY PUBLIC STATE OF INDIANA
MARION COUNTY
MY COMMISSION EXP. DEC. 20, 2001

My Commission Expires:

This Instrument prepared by Mann Realty Co. d/b/a D.B. Mann Development Co., 8653 Bash Street, Indianapolis, IN 46256

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF DECATUR RIDGE SUBDIVISION

EXHIBIT "A"

LEGAL DESCRIPTION OF DEVELOPMENT

A part of the Southwest Quarter of Section 2, Township 14 North, Range 2 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Quarter section; thence South 89°25'46" West along the South line of said Quarter section a distance of 730.07 feet to the POINT OF BEGINNING; thence continuing South 89°25'46" West along the South line of said Quarter Section a distance of 618.40 feet; thence North 00°11'08" East a distance of 1,802.09 feet; thence South 89°52'37" East a distance of 616.39 feet; thence North 00°07'23" East parallel with the East line of said Quarter section a distance of 860.07 feet to a point on the North line thereof; thence North 89°33'16" East along said North line a distance of 730.05 feet to the Northeast corner of said Quarter section; thence South 00°07'23" West along the East line of said Quarter section a distance of 2,077.80 feet; thence South 89°25'46" West a distance of 294.82 feet; thence South 00°07'23" West a distance of 300.30 feet; thence South 89°25'46" West a distance of 435.25 feet; thence South 00°07'23" West a distance of 274.98 feet to the Point of Beginning. Containing 63.323 acres (2,758,343 square feet) more or less.

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08 May 2000 ~ dwp

**ARCHITECTURAL STANDARDS
AND GUIDELINES
FOR
DECATUR RIDGE**

MARCH 2000

INTRODUCTION

As provided in the Declaration of Covenants, Conditions and Restrictions (CC&Rs), an Architectural Review Committee (ARC) has been formed with the right and duty to promulgate reasonable standards by which to examine any request made pursuant to Article IV of the CC&Rs. Article IV charges the Committee with the obligation to consider and act upon any and all plans and specifications submitted for its approval under the terms of the CC&Rs and perform other duties, including inspection of construction in progress to assure its conformance with plans approved by the ARC. The CC&Rs give the ARC thirty (30) days from date of receipt to review and respond to a complete architectural review request. Please take into consideration this time frame, when planning your improvements.

The Decatur Ridge Architectural Standards and Guidelines have been created to assure the preservation of the architectural style, to ensure that proposed plans conform to the exterior design and existing materials of the buildings established by the builder in the construction of the homes in the Decatur Ridge community and to assist property owners in the architectural review process.

These guidelines are intended as a supplement to the requirements of Article IV of the CC&Rs. They do not embody the CC&Rs in its entirety. **YOU ARE ADVISED TO READ THE DECATUR RIDGE CC&Rs** before developing and submitting your package to the ARC for review.

PURPOSE

The ARC must review all plans for exterior improvement contemplated for homes in the Decatur Ridge community. "Improvement" would include, but not be limited to, paint or stain colors to residential dwellings, fences, patio slabs, patio covers, decks, above ground spas, play and sports equipment, as well as landscape planting, sidewalks and other concrete work.

The ARC meets on an "as-needed" basis to review requests. Architectural Review Request Forms must be completed and submitted to the committee with improvement plans. ALL required documentation must be attached. A copy of the application forms are enclosed and additional forms may be obtained from Kelly Shulk at D.B. Mann, 8653 Bash Street, Indianapolis, Indiana, 46256; (317) 849-0452.

1. CC&R's – VIOLATION & ENFORCEMENT

Failure to submit complete plans to the ARC for review and approval prior to beginning construction, or failure to complete improvements according to approved plans and in compliance with governing codes are violations of the Homeowners' Association. Work may not commence until the ARC has granted written approval of the improvements. The installation or construction of improvements which have not been approved is a violation of the CC&Rs.

2. GENERAL GUIDELINES

Any condition or material not specifically defined herein shall become a matter for the consideration and determination of the ARC.

Approval by the ARC does not constitute waiver of any requirements by applicable governmental agencies.

ARC approval does not constitute acceptance of any technical or engineering specifications, structural safety, or conformance with building codes or other City or County codes or governmental requirements. The function of the ARC is to review each submittal for conformity to the intent and provisions of the CC&Rs.

Approval of plans is not authorization to proceed with improvements on any property other than the applicant's.

An oversight by the ARC regarding CC&Rs or the Standards and Guidelines does not constitute a waiver.

All work must be performed in a manner consistent with the standards of the original residence construction and appearance. Any work performed that is of substandard quality to the established community of Decatur Ridge will be reworked to an acceptable appearance at the owner's expense.

Submittal of color samples of any paint or stain are required when they deviate from the original colors of the residence.

3. FENCING

Ornamental fences or continuous shrub plantings which would in any way serve the purpose of a fence shall not be erected until approved by the Committee.

4. ARCHITECTURAL DESIGN AND MATERIAL STANDARDS

Proposed improvements must be designed in general conformance with the original architectural style of the residence and the community at large. The ARC will evaluate plans based on the overall benefit or detriment which would result to the immediate vicinity and the community generally.

This section further defines appropriate materials for use in modifications and other improvements which are considered typical and may be "pre-approved" by the ARC. Plans for items that meet the following criteria **EXACTLY** need not be submitted to the ARC. However, any deviation from these items requires written ARC approval.

A. LANDSCAPING

1. Your landscaping should be done in a manner that insures proper drainage so that your property, as well as your neighbors, is protected from surface waters. Maintain drainage from the rear yard through the side yard to the street, utilizing drainage pipes, rock, ground covers or grasses to prevent erosion along the side yard.
2. Swales which have been graded around your home should not be blocked. These shallow ditches have been put there for the purpose of quickly removing water toward the driveway, street or other positive outlet.

3. Do not let water gather against the foundation or retaining walls. These walls are built to withstand the ordinary moisture in the ground. If water is permitted to pond against them, it may cause structural damage due to erosion or expansion.
4. Do not create depressed planter boxers or areas next to foundations such that irrigation or rainwater collects in them
5. Avoid planting shrubbery too close to foundations. Three feet (3') is a good minimum. When preparing flowerbeds or planting areas adjacent to foundations, make sure that the ground surface slopes away from the foundation.
6. Never water toward the foundation of your house or water more than is necessary for the growth and maintenance of your landscaping improvements. Remember, less water is more desirable than too much.

B. PATIO SLABS, CONCRETE SLABS, PATIO COVER.

All plans and specifications for patio and concrete slabs, patio covers and gazebos must be submitted to the ARC for review and approval.

1. **PATIO AND CONCRETE SLABS:** Sometimes it is desirable to install concrete patios at the rear or sides of the house. In order that such installations do not have a detrimental effect on your house, the following guidelines should be observed:
 - a. Patio slabs should be poured up to house foundations, wherever possible, and a planting strip between the patio slab and foundation should not be left unless proper under slab drainage away from the foundation is provided.
 - b. Since patio slabs are usually much larger than sidewalks, there is more chance that drainage patterns will be obstructed, particularly at the rear of the residence. It is therefore emphasized that positive drainage be restored around the perimeter of the slab by constructing drainage swales or other means.

C. PATIO COVERS:

Preferred material for patio covers is wood. All natural wood surfaces must be finished with stain or paint. Design, surface colors and finish materials must match or harmonize with the architectural design, existing colors and materials of the original residence.

Materials prohibited by the ARC are as follows:

1. Plastic or fiberglass
2. Plastic webbing, bamboo, reed woven bender board

The minimum size for a wood support post is 4"x 6" unless otherwise approved by the ARC.

D. SPAS AND RELATED EQUIPMENT

1. Submittal of a complete construction plan showing placement of the above ground spa and equipment on the property is required.
2. Waterfalls and other features may not exceed the lowest point of the property line fence and may not be built against a property line fence.
3. Standard setback requirements established by the governing municipality must be met.

E. OTHER MODIFICATIONS

1. **EXTERIOR LIGHTING:** Landscape accent lighting must be approved by the ARC. No modification to lighting installed by Developer may be modified, enhanced, or removed. Holiday lighting that does not create an annoyance to neighbors is permitted without ARC approval but must be removed at the close of the holidays.

2. **SCREEN DOORS:** Installations colored to match the exterior residence color or window frames do not require approval of the ARC.
3. **WINDOW TINTING AND STAINED GLASS:** All window tinting requires the approval of the ARC and must be properly installed and maintained so as not to become damaged, scratched, discolored, or otherwise unsightly. Mirror or reflective finishes are prohibited.
4. **SKYLIGHTS:** The installation of any roof-modification system to accommodate skylights, or any other equipment must be approved by the ARC. Any modification to the roof shingle color, or any utility equipment must match the surface on which it is mounted. Concerns of the committee will include the color of the materials being used in relation to the roof and residence color, and visibility from streets, neighboring properties, and common area.
5. **WINDOW AWNINGS:** All window awnings require the approval of the ARC. The design, material and color must be harmonious with the existing architecture. Metal awnings are prohibited.
6. **AIR CONDITIONING UNITS OR EQUIPMENT:** Any exterior air conditioning equipment other than the equipment installed as apart of the original residence must be approved by the ARC. Proposed evaporative coolers and window-mounted air conditioning units may not be visible from the street view or extend above the height of the property line fence.
7. **ANTENNA / SATELLITE DISHES**
 - a. **Roof-mounted equipment:** Article 8.5 of the CC&Rs prohibit roof mounted Antenna and Satellite dishes unless approved by the ARC.
 - b. **Ground-mounted equipment:** Ground-mounted equipment may only be installed in the rear yard and may not extend above the property wall.
 - c. **Colors:** Mounted equipment must be painted to match the residence. Owners should review Article 8.5 of the CC&Rs prior to purchasing such equipment. Written approval from the ARC is required on all requests for antenna/satellite dish installation.

F. DRAINAGE

Each owner is responsible for providing proper drainage on their lot if the grade established by the developer during the original construction is altered during the construction of improvements. Approval of plans granted by the ARC will be based upon the assumption that the owner has provided for proper drainage.

It is imperative that you maintain the integrity of the drainage system installed for your lot. Improper drainage or standing water next to your home can cause serious damage to the foundation or structure.

THE ARC WILL ASSUME NO RESPONSIBILITY THEREFORE.

5. AMENDMENTS TO ARCHITECTURAL STANDARDS AND GUIDELINES

The Architectural Standards and Guidelines may be modified from time to time pursuant to the following:

- A. A property owner may submit recommended changes to the ARC for consideration.
- B. Amendments must be approved by the ARC.
- C. Recommendations shall be reviewed by the ARC and, if approved by two-thirds of the ARC members, the recommendations shall be forwarded to the Board of Directors of the Decatur Ridge Homeowners' Association for their consideration.
- D. Upon approval and adoption by the Board of Directors of the Association, the changes shall be incorporated into the Architectural Standards and Guidelines. Notice of such adopted amendment will be given to the property owners within the community and copies of the amendment will be available to the property owners upon request.

E. All Amendments shall become effective upon adoption by the Board of Directors, but shall not be retroactive.

F. In the event of any conflict between an amended provision of the Architectural Standards and Guidelines and the provisions of the CC&Rs, the CC&Rs shall prevail.

6. NON-LIABILITY FOR APPROVAL OF PLANS

ARC approval of plans shall not constitute a representation, warranty, or guarantee that such plans and specifications comply with engineering design practices or zoning and building ordinances, or other governmental agency regulations or restrictions. The ARC shall not be responsible for reviewing, nor shall its approval of any plan or design, be deemed approval from the standpoint of structural safety or conformance with building or other codes. By approving such plans and specifications, neither the ARC, the members thereof, the Decatur Ridge Homeowners' Association, any member thereof, their Board of Directors, any member thereof, or the Declarant assumes any liability or responsibility therefore or for any defect in the structure constructed from such plans or specifications. As provided in the CC&Rs, neither the ARC, the Decatur Ridge Homeowners' Association, any member thereof, the Association, the Board of Directors of the Association, nor the Declarant or Developer shall be liable to any member, owner, occupant, or other person or entity for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, or (ii) the construction or performance of any work, whether or not pursuant to the approved plans, drawings, or specifications.

7. ARCHITECTURAL REVIEW COMMITTEE SUBMITTAL CHECKLIST

Pursuant to the provisions of Article IV of the CC&Rs detailed drawings, site plans, specifications, topographic elevations, drainage plans and requests for approval must be submitted to the ARC for approval.

AN INCOMPLETE SUBMITTAL PACKAGE WILL DELAY THE REVIEW PROCESS

The following is provided to assist a property owner in preparing the submittal package:

ORIGINALS PLUS ONE COPY OF ITEMS 1-4 ARE REQUIRED

- A. **ARCHITECTURAL REVIEW REQUEST FORM:** The form must be complete in its entirety.
- B. **PLANS:** Plans include elevation drawings of the improvement, size and types of materials to be used, a site plan depicting the improvement on the lot and in conjunction with property lines, the residence, and any other existing pertinent improvements. Accurate dimensions (height, length, width) must be shown. Exterior colors and finishes must be specified.
- C. **LANDSCAPE PLANS:** Landscape plans must be drawn to depict the lot, residence, property lines, and existing fences. Landscape materials, such as sod, tree and shrub types and sizes (installation size and maturity size) must be specified, as well as their location. Irrigation and lighting must be shown. Samples of decorative rock or the size and color of the rock must be included. Proposed hardscape area (patio, concrete slabs, and sidewalks/walkways) must be shown.
- D. **MATERIAL SAMPLES:** Color paint chips, type of rock to be used, pictures of patio covers and above ground spas should accompany the detailed drawings when available.