

AMENDED AND RESTATED
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HIGHLAND PARK PLACE
(reflected in the Highland School Planned Development)

THIS AMENDED DECLARATION OF COVENANTS is made to amend and restate the Declaration of Covenants, Conditions and Restrictions for Highland Park Place previously recorded December 19, 2002 at Record 11 Page 224.

THIS DECLARATION, made on the date hereinafter set forth, by Highland Park Place LLC, hereinafter referred to as "Declarant;"

WITNESSETH THAT:

WHEREAS, Declarant is the owner of certain real estate in Fairfield Township, Tippecanoe County, Indiana, which is more particularly described in the attached Exhibit "A", which is incorporated herein by reference (the "Real Estate") and that such Real Estate has been submitted and subjected to the provisions of the Indiana Horizontal Property Regime Law, I.C. 32-25-1-1, et seq ("Act"); and

NOW, THEREFORE, Declarant hereby declares that the Real Estate described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Real Estate and be binding on all parties having any right, title or interest in the Real Estate or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

As used in this Declaration, the following terms shall have the following meanings, unless the context requires otherwise:

Section 1. "Architectural Review Board" means a standing committee of the Association as provided in the Bylaws.

Section 2. "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association. The Articles of Incorporation are incorporated herein by reference.

Section 3. "Association" means the Highland Park Place Dwelling Association, Inc., an Indiana not-for-profit corporation, its successors and assigns.

Section 4. "Board of Directors" means the Board of Directors of the Association.

Section 5. "Bylaws" means the Bylaws of the Association. The Bylaws are incorporated herein by reference.

Section 6. "Common Area" means all of the area designated as Common Area on the recorded Final Detailed Plans of the Highland School Planned Development and as described in Section 8 of the Amended and Restated Declaration of Horizontal Property Regime for the Highland Park Place recorded September 26, 2007 as Document No. 07020473 ("Amended Declaration of Horizontal Property Regime").

Section 7. "Common Expense" means expenses for administration of the Association and expenses for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Areas and all other sums lawfully assessed against the Members of the Association, provided, however, that no expenditure for improvements to the Common Area in addition to the improvements shown on the Plans shall be deemed to be a Common Expense.

Section 8. "Declarant" means Highland Park Place, LLC, and any successor and assignee of its interest.

Section 9 "Unit" means one of the condominium or living units located within the Real Estate. It is to be a single-family dwelling unit as defined in the New Unified Zoning Ordinance of Tippecanoe County, Indiana.

Section 10. "Limited Areas" means those portions of the Common Areas which are limited in their use and enjoyment to fewer than all the Owners as described in the Amended Declaration of Horizontal Property Regime.

Section 11. "Member" means member of the Association.

Section 12. "Mortgagee" means the holder of a first mortgage lien upon a Unit.

Section 13. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof who owns fee simple title to a Unit.

Section 14. "Plans" means the recorded Final Detailed Plans of the Highland School Planned Development to be sold and marketed as Highland School Park Place.

Section 15. "Real Estate" means that certain real estate described in the attached Exhibit "A" and any adjacent real estate subsequently submitted and subjected to the Horizontal Property Regime.

Section 16. "Regime" means the Horizontal Property Regime created by the Amended Declaration of Horizontal Property Regime for Highland Park Place, including any additional land added subsequently.

Area to any public agency, authority or utility for such Common Area purposes and upon such conditions as may be acceptable to the Association, provided that any such dedication on transfer shall be subject to acceptance thereof by the public agency.

(c) The right of the Association or its Board of Directors to adopt such rules and regulations regarding use of the Common Areas by the Members.

(d) The right of the Association, in accordance with the Articles of Incorporation and By-laws, to borrow for purposes of repairs, maintenance and replacement of improvements upon the Common Area.

(e) The right to levy assessment for the purposes herein to be paid monthly.

Section 13. Declaration of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Areas and to the Limited Areas appertaining to his Unit to the members of his family, his tenants or contract purchasers who reside in any Unit.

Section 14. Certain Encroachments and Easements. Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities, if any, located in the Common Areas and serving such Owner's Unit. Notwithstanding the foregoing, no utility shall place any improvements or utility structures in any location upon the Real Estate which would interfere with other improvements shown on the Plans.

Section 15. Easement for Utilities and Public and Quasi-Public Vehicles. All quasi-public vehicles including, but not limited to, police, fire and other emergency vehicles, trash and garbage collection, post-office vehicles and privately owned delivery vehicles shall have the right to enter upon the Common Areas in the Regime in the performance of their duties. All water, sewer, gas, electric, telephone and cable television utilities are to be underground. Lighting is to be provided as shown and designated on the Plans. An easement is also granted to all utilities and their agents for ingress, egress, installation, replacement, repair and maintenance of such utilities, including but not limited to water, sewer, gas, telephone, electricity and television cable on the Real Estate as shown on the Plans; provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines or other utilities except as initially designed and approved by Declarant on the Plans or as thereafter may be approved by Declarant or by the Board of Directors. By virtue of this easement all of the foregoing utility companies are expressly permitted to erect and maintain the necessary equipment on the Real Estate and to affix and maintain electrical and telephone wires, circuits and conduits on and under the roofs and exterior walls of Units. If any utility furnishing service requests a specific easement by a separate recordable document, Declarant or the Board of Directors shall have the right to grant such easement upon the Real Estate without violating the terms hereof, provided that no such easement shall conflict with the Plans.

ARTICLE II

PROPERTY RIGHTS

Section 1. General Description of Property Rights. Every Owner of a Unit

within the Regime will obtain ownership of the interior of said Unit and for the improvements constructed therein. The Association will perform certain regular maintenance tasks on the Common Area within the Regime and on the exterior of the Units and the landscaping within the Common Area. Every Owner will be required to perform all other repairs, replacements and maintenance on that Owner's Unit, including any additional landscaping planted by the Owner.

Section 2. Common Areas. The Common Areas shall be owned by the Owners of Units in the Regime according to the Percentage Interest appertaining to each Unit, as determined in accordance with the Amended Declaration of Horizontal Property Regime and shall be held for the use and enjoyment of the Owners, subject to the provisions of this Declaration of Covenants, including but not limited to the following:

(a) The right of the Association to suspend any Member from the right to use any portion of the Common Areas for any period during which any assessment against such Member's Unit remains unpaid.

(b) The right of the Association, upon approval by vote of at least sixty-seven percent (67%) of the Members, to dedicate or transfer all or any part of the Common

The easements granted herein shall in no way affect any other recorded easement with respect to the Real Estate.

An easement is also granted to the Association, its officers, agents and employees and to any management company selected by the Association to enter upon or cross over the Common Areas to perform its duties.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. **Membership.** Every Owner of a Unit which is subject to assessment, shall be a Member of the Association, provided, however, that the Declarant shall be a Member of the Association with respect to each Unit owned by the Declarant regardless of whether such Unit is subject to assessment. Membership shall be appurtenant to each Unit and may not be separated from ownership of any Unit.

Section 2. **Classes of Membership.** The Association shall have two classes of membership:

Class A: Class A Members shall be all owners of condominium units which are subject to assessment, except the Declarant, its successors and assigns. Ownership of one of said Units shall be the sole qualification for Class A membership.

Class B: Class B Members shall be the Declarant, its successors and assigns. Class B membership shall apply to any Unit owned by Declarant, its successors and assigns. Class B membership shall cease and be converted to Class A membership upon the first to occur of the following dates (hereinafter referred to as the "Applicable Date"):

- (1) The date when the written resignation of the Class B "Members" is delivered to the President or Resident Agent of the Association; or
- (2) The date when the total votes outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership; or
- (3) December 31, 2017.

Section 3. Voting Rights. Each Member shall be entitled to cast one vote for each of Units owned by such Members (1 through 12 in Phase I) on all matters submitted to a vote of the Members. When more than one person is an Owner of a Unit, all such persons shall be Members, but their total vote shall not exceed one per Unit owned, and such vote shall be cast as one unit in such manner as the majority of the Owners of such Unit may agree. In the event such Owners fail to reach agreement, they shall not be entitled to vote and shall be considered as abstaining. In the event some of such Owners do not attend the meeting, in person or by proxy, those Owners who are in attendance, in person or by proxy, for purposes of determining the manner in which their vote shall be cast, shall be considered as the sole Owner of the Unit, The Board of Directors may suspend the voting rights of a Member during any period in which such Member shall be in default in payment of any assessment levied by the Association.

Section 4. Functions. The Association has been formed for the purposes of providing for the maintenance, repair, upkeep, replacement, administration, operation and ownership of the Common Areas, the maintenance of the exterior of all buildings (including staining of siding as needed and shingle replacement, but not roof replacement), the lawns, landscaping and lighting fixtures of the Common Areas, the enforcement of the covenants contained herein, the payment of taxes assessed against the Common Area, the payment of charges for utility service to the Common Area (including electricity only for lighting), and any other necessary expenses and costs in connection with the Common Area, except as otherwise limited hereby, and the performance of such other functions as may be designated to it to be performed under the Amended Declaration of Horizontal Property Regime or this Declaration. The Association shall also have the authority to enter into a lease of any recreational facilities located within the Regime, and to make those recreational facilities available to Owners upon such terms as are established by the Board of Directors.

Section 5. Board of Directors. The powers, limitations on powers, compensation, duties, qualifications, terms of office, method of election, method of removal and other provisions concerning the Board of Directors are as set forth in the Articles of Incorporation and the Bylaws. The Board of Directors shall be elected annually by the Members of the Association, in accordance with the procedures set forth in the Bylaws.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Purpose of Assessments. Maintenance, repairs, replacements, utility fees and upkeep of the Common Area, including all drainage, sanitary sewer, and water main facilities upon the Real Estate, shall be provided by the Association as part of its duties, and the cost thereof shall constitute part of the Common Expense. Maintenance and repairs shall include the exterior of the building on each Owner's unit and the lawn and landscaping thereon, except for landscaping as added by the owner beyond the Plan.

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

Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Regime and for the costs and expenses incident to operation of the Association, including without limitation snow removal for the Common Area, repair and replacement or improvements on the Commons Area, and for payment of other Common Expenses as defined in the Amended Declaration of Horizontal Property Regime, these Covenants or the Bylaws. Any fee charged to Owners by the Association for use of recreational facilities leased by the Association, if any, shall be deemed to be a part of the Regular Assessment (as hereinafter defined).

No expenditure for improvements to the Common Area in addition to the improvements shown on the Plans shall be deemed to be a Common Expense, and no assessment (other than a Special Assessment as hereinafter defined) shall be used to pay any expenditure for such additional improvements.

Section 2. Annual Accounting. Annually, after the close of each fiscal year of the Association and prior to the date of the annual meeting of the Association next following the end of such fiscal year, the Board of Directors shall cause to be prepared and furnished to each Owner a financial statement prepared by a public accountant or firm of public accountants then servicing the Association, which statement shall show all receipts

and expenses received, incurred and paid by the Association during the preceding fiscal year .

Section 3. Proposed Annual Budget. Annually, before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the current fiscal year estimating the total amount of the Common Expenses for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption, and, if so adopted, shall be the basis for the Regular Assessments (as hereinafter defined) for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part and may be amended in whole or in part by a majority vote of the Owners; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis.

The annual budget may include the establishment and maintenance of a replacement reserve fund for replacement and repair of the Common Area, which replacement reserve fund (if established) shall be used for those purposes and not for usual and ordinary repair expenses. Such replacement reserve fund for replacement and repair of the Common Area shall be maintained by the Association in a separate interest-bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in Tippecanoe County, Indiana, selected from time to time by the Board of Directors.

The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the annual meeting of the Association, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board of Directors, based upon one hundred ten percent (110%) of such last approved budget, as a temporary budget.

Section 4. Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the fiscal year as set forth in said budget, contain a proposed assessment against each Unit. Immediately

following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Unit (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised; within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Unit based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including any reserve funds as hereinabove provided. The Regular Assessment against each Unit shall be paid in advance in equal monthly installments commencing on the first day of the first month of each fiscal year and monthly thereafter through and including the first day of the last month of such fiscal year. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Directors or any Managing Agent, as directed by the Board of Directors; provided, however, Owners may elect to pay assessments quarterly, semi-annually or annually, in advance. In the event the Regular Assessment for a particular fiscal year of the Association was initially based upon a temporary budget:

- (i) If the Regular Assessment, based upon the final annual budget adopted by the Owners, exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular

Assessment which is due shall be paid with such next payment, and all payments thereafter during such fiscal year, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or

- (ii) If the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due, until the entire amount of such excess has been so credited;

provided, however, that if an Owner had paid his Regular Assessment either quarterly, semi- annually or annually in advance, then the adjustments set forth under (i) or (ii) above shall be made by a cash payment by, or refund to, the Owner on the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners.

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

such Unit as finally determined, and such Owner and his successor as Owner of such Unit shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Association pursuant hereto prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determination. Monthly installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board of Directors or the Association, and neither the Board of Directors nor the Association shall be responsible for providing any notice or statements to Owners for the same.

Section 5. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. As such time and provided that any such assessments shall have the assent of sixty-seven percent (67%) of all Members who are voting in person or by proxy at a meeting duly called for this purpose, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board of Directors, shall become a lien on each

Unit, divided among Units in the same manner as is set forth above with respect to Regular Assessments (herein after referred to as "Special Assessments"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefore under the circumstances described in this Declaration.

Section 6. Regular Assessments Prior to the Application Date. During the period that Units are being constructed within the Real Estate, it is difficult to accurately allocate the Common Expenses to the individual Units. The purpose of this Section is to provide the method of the payment of the Common Expenses during the period prior to the Applicable Date to enable the Association to perform its duties and functions. Accordingly and notwithstanding any other provision contained in the Declaration, the Articles or Bylaws or otherwise, prior to the Applicable Date, the annual budget and all Regular Assessments and Special Assessments shall be established by the initial Board of Directors without any meeting or concurrence of the Owners; provided, however, the Regular assessments shall be determined in accordance with the provisions contained in this Section. The Association will enter into a management agreement with Declarant (or a corporation or other entity

designated by Declarant-) (hereinafter referred to as "Management Agent" or "Managing Agent") in accordance with the provisions of this Declaration. So long as such management agreement (or any similar agreement) remains in effect, the Common Expenses and Regular Assessments shall be paid by Owners to Management Agent. Declarant agrees that until the earlier of (1) the termination of said management agreement or (2) one year after the date of execution thereof, the monthly Regular Assessment shall not exceed two hundred twenty-five Dollars (\$225.00) (the "Guaranteed Charge"). After this date (assuming that said management agreement or similar agreement) remains in effect and the Management Agent continues to perform such functions, Declarant guarantees that the monthly Regular Assessment shall not exceed the amount of the Guaranteed Charge plus a maximum of a ten percent (10 %) increase in the Guaranteed Charge for each year. Such adjustments to the Guaranteed Charge (up to ten percent (10%) increase as determined by the Board of Directors) shall be made annually on January 1 of each year so long as said management agreement remains in effect and the Management Agent continues to perform such functions. Payment of such monthly charge shall during such guaranteed period entirely defray the Owner's entire obligation for his share of the Common Expenses and shall be the Owner's entire Regular Assessment. Declarant shall: be responsible for any deficit during such guaranteed period; provided, however, that this guarantee is not intended to include, and does not

guarantee is not intended to include, and does not include, major physical alterations or other capital expenditures not ordinarily anticipated in normal maintenance operations. Such expenditures, if any, must be covered through Special Assessments.

That portion of the Regular Assessment collected by Declarant prior to the Applicable Date applicable to any replacement reserve created shall be held by the initial Board of Directors and if required, applied to the replacement of Common Areas. To the extent that any such replacement reserve is not so applied , the balance thereof shall be retained by the Association at the Applicable Date.

Payment of Regular Assessment prior to the Applicable Date with respect to each Unit not owned by the Declarant shall commence on the date of conveyance by Declarant to such new Owner. The first payment shall be payable on the date of conveyance prorated to the first day of the calendar month next ensuing. Thereafter, payment of the Regular Assessment shall be paid the first day of each calendar month during the period prior to the Applicable Date. NOTWITHSTANDING ANY PROVISIONS HEREIN TO THE CONTRARY, DECLARANT OR THEIR DESIGNEE SHALL NOT BE RESPONSIBLE FOR REGULAR OR SPECIAL ASSESSMENTS FOR UNITS OWNED BY DECLARANT UNLESS OCCUPIED FOR RESIDENTIAL PURPOSE.

Each Owner hereby authorizes the Association and the Board of Directors and its officers to enter into the management agreement described in this Declaration and to adhere to and abide by the same.

Section 7. Failure of Owner to Pay Assessments. No Owner may exempt himself from paying Regular Assessments and Special Assessments or from contributing toward the Common Expense or toward any other expense lawfully agreed upon by waiver of the use or enjoyment of the Common Area or by abandonment of the Unit belonging to him. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessment or Special Assessment when due, a lien for such assessment on the Owner's Unit may be filed and, if not satisfied, foreclosed by the Board of Directors for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. Upon the failure of the Owner to make timely payments of any Regular Assessment or Special Assessment when due, the Board of Directors may in its discretion accelerate the entire balance of unpaid assessments for the current fiscal year and the Owner and any occupant of the Unit shall be jointly and severally liable for the payment to the Association and the Board of Directors shall be entitled to the appointment

of a receiver for the purpose of preserving the Unit and to collect the rentals and other profits there from for the benefit of the Association to be applied to the unpaid Regular Assessments or Special Assessments. The Board of Directors may at its option bring suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment or Special Assessment, whether by foreclosure or otherwise, the Board of Directors for and on behalf of the Association shall be entitled to recover from the Owner of the respective Unit all costs and expenses of such action incurred (including but not limited to reasonable attorneys fees) and interest from the date such assessments were due until paid at the rate equal to the prime interest rate then being charged by JP Morgan Chase Bank, Lafayette, Indiana, to its largest and best corporate customer (or if said bank is no longer in existence then such rate charged by another national bank in Tippecanoe County, Indiana selected by the Board of Directors).

Section 8. Subordination of Assessment Lien to Mortgage. Notwithstanding anything contained in this Declaration, the Articles and Bylaws, any sale or transfer of a Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosure shall extinguish the lien of any unpaid installment of any Regular

Assessment of Special Assessment as to such installment which became due prior to such sale, transfer or conveyance; provided however, that the extinguishments of such lien cannot relieve the prior Owner from personal liability therefore. No such sale, transfer or conveyance shall relieve the Unit and or the purchaser at such foreclosure sale or grantee in the event of conveyance in lieu thereof, from liability of any installment of Regular Assessments or Special Assessments thereafter becoming due or from the lien therefore. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense collectable from all Owners (including the party acquiring the subject Unit from which it arose).

ARTICLE V

COVENANTS AND RESTRICTIONS

The following covenants and restrictions on the use and enjoyment of the Units and Common Area shall be in addition to any other covenants or restrictions contained herein and in the Final Plans, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Any conflict between this Declaration and the Plans shall be controlled by the Plans. Present and future Owners of the Association shall be entitled to injunctive relief against any violation or attempted

violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

Section 1. Subject to U. S. Postal Regulations, the Declarant reserves the right to approve the type of mailboxes installed on the Real Estate.

Section 2. All Units shall be used exclusively for residential purposes and for occupancy by a single family, except for Unit 25 which contains a number of different rooms having auxiliary and adjunctive uses (i.e.. gymnasium, public bathroom, kitchen, office, storage, and guest quarters). The twelve one-bedroom units inside the existing school building will contain approximately 704 square feet for Units 1,2,3,4,5,6,7,9,10, and 12. Units 8 and 11 will contain approximately 1,000 square feet. A total of 32 parking spaces shall be provided along the southern side of the existing school building. The total living area within any one of the five proposed buildings. shall be not less than 1700 square feet and not more than 3600 square feet. The foregoing square footage minimums and maximums are exclusive, in all cases, of porches, decks, patios, garages and similar areas not regarded as living areas. Each Unit within the proposed buildings shall have an attached garage capable of housing two automobiles.

Section 3. Real estate taxes are to be separately assessed and taxed to each Unit. Any real estate taxes or other assessments which are chargeable against the Common Area, if any, shall be paid by the Association and treated as a Common Expense.

Section 4. Each Owner shall pay for his own utilities which are separately metered. Utilities which are not separately metered, if any, shall be treated as and paid as part of the Common Expense unless otherwise determined by the Association.

Section 5. No changes in the exterior dimensions of Units shall be made without approval of the Architectural Review Board. The roof overhang, and similar architectural appurtenances of a proposed building, may project a maximum of eighteen inches (18") into the Common Area.

Section 6. No outside clothesline shall be erected, placed or allowed to remain on the Real Estate.

Section 7. No Owner shall permit anything to be done or kept in his Unit or on any of the Common Area which will result in a cancellation of insurance or increase in insurance on any part of the Common Area, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

Section 8. No nuisance shall be permitted and no waste shall be committed in any Unit or on the Common Area. The Board of Directors determination as to what is a nuisance shall be conclusive.

Section 9. No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his Unit or placed on the outside walls of any building, and no sign, awning, canopy or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any building without the prior written consent of the Association's Board of Directors.

Section 10. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on any of the Common Area, except that two pets, i.e. dogs, cats or customary household pets, may be kept in a Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under leash or other restraint and while attended by its Owner and an Owner shall be fully liable for any injury or damage to persons or property including the Common Area, caused by his pet. The Board of Directors may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Board of Directors, is causing or creating a nuisance or unreasonable disturbance or

noise, shall be permanently removed from the Real Estate within ten (10) days after written notice from the Board of Directors to the respective Owner to do so.

Section 11 . The Common Area shall be kept free and clear of rubbish, debris and other unsightly materials. The Association shall maintain the surplus right-of-way at the southeastern portion of the site.


Section 12. Except for management of the affairs of the Association, no industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on the Real Estate; provided, however, this restriction shall not be construed to prevent an Owner from (a) maintaining his professional library therein; (b) keeping his personal, business or professional records or accounts therein; or (c) handling his personal business or professional telephone calls or correspondence therein. Such uses are expressly declared customarily incident to the principal residential use and not in violation of any restrictions under this Section.

Section 13. For sale", "for rent" or "for lease" signs may be displayed upon the Real Estate only for reasonable periods and only upon the front yard of the building containing the Unit to which such sign relates and within six (6) feet of the outer wall of such building. No other external sign or other external window or advertising display shall be maintained or permitted on any part of the Real Estate or any Unit without the prior

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written consent of the Board of Directors; provided, however, that the right is reserved by the Declarant and the Board to place or allow to be placed "for sale" or "for lease" and other signs on or about the Real Estate in connection with any unsold or unoccupied Units. It is also acceptable for Owners to place a table (not to exceed 72" in length or 30" in depth) in the common interior hallway immediately adjacent to the outer wall of the Unit for the purpose of displaying marketing brochures and materials for the Unit if for sale.

Section 14. All Owners and members of their families, their guests, or invitees, and all occupants of any Unit or other persons entitled to use the same and to use and enjoy the Common Area or any part thereof shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board of Directors governing the operation, use and enjoyment of the Common Area.

 Section 15. No repair work shall be done on the Real Estate on any vehicles, including passenger automobiles. No truck of any kind that requires a truck license., no boat or trailer and no unlicensed vehicle shall be parked or permitted to remain on any Common Area unless the same is enclosed by a garage and not exposed to view. Trucks making deliveries or present in connection with service, repair or construction within the Real Estate are excepted. Other vehicles of any kind except conventional passenger cars shall not be parked or permitted to remain on any Common Area for a period in excess of

forty-eight (48) hours unless enclosed by a garage and not exposed to view. The purpose of this restriction is to preserve the overall appearance and integrity of the neighborhood. The parking restrictions set forth herein may be altered, amended or supplemented by the Board of Directors, provided that all such alterations, amendments and supplements shall be designed to achieve the purposes set forth in the preceding sentence.

Section 16. No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Area, except with express permission from the Board of Directors and in accordance with outlined procedures and requirements as stipulated by the Board of Directors.

Section 17. The Common Area shall be used and enjoyed only for the purposes for which it is designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board of Directors.

Section 18. No Owner may rent or lease his Unit for transient or hotel purposes,

Section 19. No noxious or offensive trade or activity shall be carried on upon any of the Real Estate, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers, All equipment for the storage or disposal of such material shall be kept in a clean and sanitary

condition and out of view of other Units and the street, except that garbage containers may be placed within view for the purpose of garbage pick-up.

Section 20. Any Owner who leases a Unit shall lease the entire Unit and shall have a written lease which shall provide that the lease is subject to the provisions of the Declaration and these covenants and that any failure of the lessee to comply with the terms of the Declaration and these covenants shall be a default under the lease. A copy of each such lease shall be provided to the Association. No unit shall be occupied by any persons other than the Owner for over two (2) years without a vote of sixty-seven percent (67%) of the members.

Section 21. The Board of Directors from time to time may promulgate further rules and regulations concerning the use of Units and the Common Area. Copies of rules and regulations shall be furnished by the Board of Directors to the Owners prior to the time when they shall be effective.

Section 22. No proposed building, or any addition thereto, shall be located outside of the allowable building area as shown on the Plans. Notwithstanding anything to the contrary contained herein or in the Declaration, Articles or By-Laws, including, but not limited to, any covenants and restrictions set forth herein or otherwise, Declarant shall have the right to use and maintain any Unit owned by Declarant and other portions of the Real

Estate (other than individual Units owned by persons other than Declarant), all of each number and size and at such locations as Declarant in its sole discretion may determine, as Declarant may deem advisable necessary in its sole discretion to aid in the construction of and the sale of Units or for the conducting of any business or activity attendant thereto, including, but not limited to, model Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any of such facilities so used or maintained by Declarant be or become part of the Common Area, unless so designated by Declarant, and Declarant shall have the right to remove the same from the Real Estate at any time. Notwithstanding the foregoing, Declarants use of the Real Estate as provided above shall be limited to uses directly related to the sale of Units in the Real Estate, and development, construction and management of the Real Estate.

Notwithstanding anything to the contrary contained herein, there shall be no amendment of these Declarations of Covenants, Conditions, and Restrictions, nor any change in exterior design without prior approval of the Area Plan Commission of Tippecanoe County and the Lafayette City Council through the planned development

process, which includes the possibility of consideration as a minor modification by the Administrative Officer.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Architectural Control.

(a) The Architectural Review Board. As a standing committee of the Association, there shall be, and hereby is, established an Architectural Review Board consisting of three (3) or more persons as may, from time to time, be provided in the Bylaws. Until the Applicable Date, the Architectural Review Board shall be the Initial Board of Directors or designees appointed by the Declarant. After the Applicable Date, the Architectural Review Board shall be appointed by the Board of Directors.

(b) Purposes. The Architectural Review Board shall regulate the external design, appearance, use and location of improvements on the Real Estate in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography.

(c) Conditions. No improvements, alterations, repairs, excavation, changes in grade or other work which in any way alters the exterior of any Unit or the improvements located thereon from its natural or improved state existing on the date such Unit was first conveyed

in fee by the Declarant to an Owner shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, or other structure shall be commenced, erected, maintained, improved, altered, made or done on any Unit without the prior written approval of the Architectural Review Board.

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

(e) Maintenance of Architectural Control. The Association may not waive or abandon the procedure for regulating and enforcing the architectural design of the Units nor for maintaining the Common Area (including the upkeep of common fences, driveways, lawns and plantings) without the prior written approval of all Owners.

ARTICLE VII

INSURANCE

Section 1. Public Liability Insurance. The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time but not less than \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover the Association, the Board of Directors, any committee or organ of the Association or Board of Directors, any Managing Agent appointed or employed by the Association, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate, all Owners of Units and all other persons entitled to occupy any Unit. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. Such public liability insurance policy shall contain a provision that such policy shall not be canceled or substantially modified without at least ten (10) days' written notice to the Association.

Section 2. Other Insurance. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation and

occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including, but not limited to, liability insurance on vehicles owned or leased by the corporation and officers' and directors' liability policies. Such insurance coverage shall also provide for and cover cross-liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, the Board of Directors and any Managing Agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors, the proceeds of which are payable to the Board of Directors or the Association

Section 3. General Provisions. The premiums for all insurance hereinabove described shall be paid by the Association as part of the Common Expense. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner, which notice shall be furnished by the officer of the Association who is required to send notices of meetings of the Association. Under no circumstances shall any distribution of insurance proceeds or condemnation awards be made by the Association to any Owners if to do so

would be in violation of the Indiana Not-For-Profit Corporation Act or if the same would constitute a distribution of earnings, profits or pecuniary gain to the members of the Association; in any such event, any such insurance proceeds or condemnation awards shall be retained by the Association for use in the payment of Common Expenses.

Section 4. Insurance by Owners. Each Owner shall have the right to purchase such additional insurance at his own expense as he may deem necessary.

Section 5. Condemnation Awards. All proceeds payable as a result of condemnation shall be paid to the Association who shall act as trustee and hold such proceeds for the benefit of the individual Owners.

Section 6. Restoration of Common Area. In the event of damage to or destruction of any of the Common Area due to fire or any other casualty or disaster, the Association shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Association, if any, shall be applied to the cost of such repair and reconstruction. In the event the insurance proceeds, if any, received by the Association as a result of any such fire or any other casualty or disaster are not adequate the cost of repair and reconstruction of the Common Area, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area so damaged or destroyed (or the cost thereof in excess of insurance proceeds received, if any)

shall be assessed by the Association against all of the Owners in the same manner as is used for Regular Assessments. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein. For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Common Area to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same type of architecture.

ARTICLE VIII

AMENDMENT OF DECLARATION

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

- (i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.
- (ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or by Owners having in the aggregate at least a majority of the votes of all Owners.
- (iii) Meeting. Unless adopted by a written consent signed by all members in lieu of a meeting, the resolution concerning a proposed amendment must

be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the Bylaws

- (iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of no less than seventy-five percent (75%) of the aggregate of the votes of all Owners
- (v) Special Amendments. No amendment to this Declaration shall be adopted which changes (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or (2) the provision of this Declaration with respect to casualty insurance or fidelity bonds to be maintained by the Association, or (3) the provisions of this Declaration with respect to reconstruction or repair of the Common Area in the event of Fire of any other casualty or disaster, or (4) the provisions of this Declaration establishing the Architectural Review Board and providing for its functions, or (5) the provisions of this Declaration with respect to the commencement of assessments on any Unit, without, in each and any of such circumstances, the unanimous approval of all Owners.
- (vi) Additional Special Amendments. No amendment to this Declaration shall be adopted which imposes a right to first refusal or similar restriction or which changes (1) the method of voting, or (2) reserves for and responsibility for maintenance, repair and replacement of the Common Area, or (3) annexation of property of the Real Estate, or (4) the leasing of Units, or (5) termination of the applicability of this Declaration, without the consent of at least ninety percent (90%) of the votes of the Owners for the first twenty years after recording for this Declaration and thereafter at least seventy-five percent (75%) of the votes of Owners.
- (vii) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office of the Recorder of Tippecanoe County, Indiana, and such amendment shall not become effective until so recorded.

Section 2. Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein or in any other documents, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Association, the Board of Directors, any Mortgagee or any other person to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Units, (c) to bring this Declaration into compliance with any requirements of applicable statutes, regulations or ordinances, (d) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto or (e) for any other reason so long as such amendment does not impair the rights of any Mortgagee or substantially deprive the Owner, or any of them, of the rights conferred upon them by the Declaration, these covenants, or the By-Laws. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and

granted to the Declarant to vote in favor of, make or consent to any such amendments on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of the power of the Declarant to vote in favor of, make; execute and record any such amendment. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds or controls title to any part or portion of the Real Estate.

Section 3. Amendment Prior to the Applicable Date. Notwithstanding anything to the contrary contained herein, there shall be no amendment of this Declaration prior to the Applicable Date without the consent and approval of Declarant.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Units shall be subject to and shall comply with the provisions of the Amended Declaration of Horizontal Property Regime, this Declaration, the Articles of Incorporation, and the By-Laws incorporated herein by reference, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to

time. The acceptance of a deed of conveyance or the act of occupancy of any Unit shall constitute an agreement that the provisions of the Amended Declaration of Horizontal Property Regime, this Declaration, the Articles of Incorporation, the By-Laws, and rules and regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant, or occupant, and all such provisions shall be covenants running with the land and shall be binding on any person having at any time any interest or estate in a Unit or the Real Estate as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Unit or Units or any part of the Real Estate in any manner shall be subject to the Amended Declaration of Horizontal Property Regime, this Declaration, the Articles of Incorporation, the By-Laws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

Section 2. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use,

misuse, occupancy or abandonment of his Unit or its appurtenances or of the Common Area.

Section 3. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provision of the Amended Declaration of Horizontal Property Regime, this Declaration, the Articles of Incorporation, the Bylaws, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Association shall be entitled to recover its court and legal costs, including attorneys' fees, incurred in connection with such default or failure.

Section 4. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Unit.

Section 5. Severability Clause. The invalidity; of any covenant, restriction, condition, limitation or other provision of the Amended Declaration of Horizontal Property Regime, this Declaration, the Articles or the By-Laws, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the Amended Declaration of Horizontal Property Regime, this Declaration, the Articles, or the By-Laws, and each shall be enforced to the greatest extent permitted by law.

Section 6. Pronouns. Any reference to the masculine, feminine or neuter gender herein

shall. Unless the context clearly requires to the contrary be deemed to refer to and include all genders, and the singular shall include and refer to the plural and vice versa as appropriate.

Section 7. Interpretation. The captions and titles of the various articles, sections or subsections of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision thereof.

Section 8. Enforcement. The Association, any Owner, and the applicable municipal authority shall have the right to enforce, by any proceeding at law or in equity , all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The enforcing party shall be entitled to recovery of its court costs and expenses of enforcement, including attorneys' fees, in any such enforcement action, provided that the Association or other enforcing party prevails in such action. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the undersigned Declarant and Owners have executed this instrument as of this 13th day of September, 2007.

HIGHLAND PARK PLACE, LLC

By: Steven T. Ginn
Steven T. Ginn, Member

By: Julie Ginn
Julie Ginn, Member

Marshall Parr Durr
Marshall Parr Durr, Owner
Unit 4, Building 1

James M. Gross
James M. Gross, Owner
Unit 7, Building 1

Marvelle L. Thompson
Marvelle L. Thompson, Owner
Unit 5, Building 1

Barry B. Thompson
Barry B. Thompson, Owner
Unit 5, Building 1

Robert W. Stewart
Robert W. Stewart, Owner
Unit 10, Building 1

William Glenn Gray
William Glenn Gray, Owner
Unit 1, Building 1

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State, personally appeared Highland Park Place, LLC, by Member Julie J. Ginn, who acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Highland Park Place, and who having been duly sworn stated that the representations contained are true.

WITNESS my hand and Notarial Seal this 20th day of September, 2007.

My Commission Expires:

9/15/2015

Signature: Sara S. Fine

Printed: Sara S. Fine
Notary Public residing in Tippecanoe County, IN.



STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State, personally appeared Highland Park Place, LLC, by Member Steven T. Ginn, who acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Highland Park Place, and who having been duly sworn stated that the representations contained are true.

WITNESS my hand and Notarial Seal this 20th day of September, 2007.

My Commission Expires:

9/15/2015

Signature: Sara S. Fine

Printed: Sara S. Fine
Notary Public residing in Tippecanoe County, IN.



STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN BERNADINO)

Before me, a Notary Public in and for said County and State, personally appeared Barry B. Thompson, who acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Highland Park Place, and who having been duly sworn stated that the representations contained are true.

WITNESS my hand and Notarial Seal this 13th day of September, 2007.

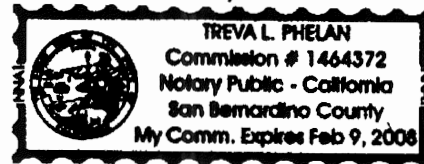
My Commission Expires:

FEB. 9, 2008

Signature:

Printed:

Notary Public residing in LYTLE CREEK, CA.



STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN BERNADINO)

Before me, a Notary Public in and for said County and State, personally appeared Marvelle L. Thompson, who acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Highland Park Place, and who having been duly sworn stated that the representations contained are true.

WITNESS my hand and Notarial Seal this 13th day of September, 2007.

My Commission Expires:

FEB 9, 2008

Signature:

Printed:


Notary Public residing in LYTLE CREEK, CA.



STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State, personally appeared Marshall Parr Durr, who acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Highland Park Place, and who having been duly sworn stated that the representations contained are true.

WITNESS my hand and Notarial Seal this 19th day of September, 2007.

My Commission Expires:
 January 5, 2014
REBECCA RISCH
Resident of Tippecanoe County, IN
Commission Expires January 5, 2014


Signature: Rebecca Risch
Printed: Rebecca Risch
Notary Public residing in Tippecanoe County, IN.

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State, personally appeared Robert W. Stewart, who acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Highland Park Place, and who having been duly sworn stated that the representations contained are true.

WITNESS my hand and Notarial Seal this 19th day of September, 2007.

My Commission Expires:
January 5, 2014


REBECCA RISCH
Resident of Tippecanoe County, IN
Commission Expires January 5, 2014

Signature: Rebecca Risch
Printed: Rebecca Risch
Notary Public residing in Tippecanoe County, IN

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me, a Notary Public in and for said County and State, personally appeared William Glenn Gray, who acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Highland Park Place, and who having been duly sworn stated that the representations contained are true.

WITNESS my hand and Notarial Seal this 20th day of September, 2007.

My Commission Expires:



STATE OF INDIANA)

COUNTY OF TIPPECANOE)

Signature: Rebecca Risch

Printed: Rebecca Risch

Notary Public residing in Tippecanoe County, IN.

Before me, a Notary Public in and for said County and State, personally appeared James M. Gross, who acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Highland Park Place, and who having been duly sworn stated that the representations contained are true.

WITNESS my hand and Notarial Seal this 19th day of September, 2007.



My Commission Expires

Signature: Lu Ann Heitert

Printed: Lu Ann Heitert

Notary Public residing in Tippecanoe County, IN.

This instrument was prepared by me and 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.

Jack L. Walkey, of the firm of BALL EGGLESTON PC, 201 Main Street, Suite 810, P.O. Box 1535, Lafayette, Indiana, 47902, Telephone: (765) 742-9046

EXHIBIT A

Part of Highland Park Place – Phase One (approved as Highland School Planned Development) recorded as Document No. 02041547 on December 19, 2002, in Book 11, Page 224, in the Office of Recorder for Tippecanoe County, Indiana, located in the Southeast Quarter of Section 29, Township 23 North, Range 4 West, Fairfield Township, City of Lafayette, Tippecanoe County, Indiana, more particularly described as follows:

Beginning at the northeastern corner of the said Highland Park Place, said point also being the northwestern corner of Lot 139 in the Highland Park Addition to the City of Lafayette; thence South 0 degrees 57' 07" East along the eastern line of the said Highland Park Place and the western line of said Lot 139 for 148.03 feet; thence South 89 degrees 55' 38" West for 228.95 feet; thence South 0 degrees 04' 22" East for 17.50 feet; thence South 89 degrees 55' 38" West for 77.67 feet; thence North 0 degrees 04' 22" West for 166.42 feet to the southern right-of-way line of Owen Street; thence eastwardly along the said right-of-way line for the following two (2) courses: 1) thence South 89 degrees 46' 06" East for 128.79 feet; 2) thence North 90 degrees 00' 00" East for 175.56 feet to the point of beginning, containing 1.071 acres, more or less.

TOGETHER WITH an easement for ingress and egress over the existing drive to Cherokee Ave., which easement may be extinguished and become a part of the common area of Highland Park Place Horizontal Property Regime when other phases are completed on adjacent land and submitted to the horizontal property regime.