

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
WILLOW LAKES EAST

AND

BY-LAWS
OF
WILLOW LAKES EAST OWNERS'
ASSOCIATION, INC.

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WILLOW LAKES EAST**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOW LAKES EAST ("Declaration"), made this 17th day of June, 1992, by THOMAS HOMES, INC., NORMAN R. THOMAS, PRESIDENT, an Indiana corporation, (hereinafter referred to as "Declarant"),

WITNESSETH THAT:

WHEREAS, Declarant is the sole owner in fee simple of certain real estate located in Johnson County, Indiana, more particularly described in the attached Exhibit A ("Real Estate"); and

WHEREAS, Declarant is developing the Real Estate and certain surrounding lands within the tract described in the attached Exhibit B, upon which Declarant may, but is not obligated to, construct residential facilities, which shall be known as "Willow Lakes East" and which may be Platted by Declarant in sections from time to time; and

WHEREAS, the Real Estate has been Platted by Declarants as Section One of Willow Lakes East on June 15, 1992, as Instrument No. 92011475 in the Office of the Recorder of Johnson County, Indiana, in Plat Book C Page 538 A and B; and

WHEREAS, Declarant desires to subject the Real Estate to certain covenants and restrictions ("Covenants") in order to ensure that the development and use of the various Lots on the Real Estate are harmonious and do not adversely affect the value of surrounding Lots on the Real Estate or within Willow Lakes East; and

WHEREAS, Declarant desires to provide for maintenance of the Common Areas and other improvements located or to be located in Willow Lakes East, which are of common benefit to the Owners of the various Lots within said subdivision, and to that end desires to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the operation of Willow Lakes East; and

NOW, THEREFORE, Declarant hereby declares that all of the Real Estate as it is now held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, is subject to the following Covenants. All of the Covenants shall run with the Real Estate and shall be binding upon the Declarant and upon the parties having or acquiring any right, title, or interest, legal or equitable, in and to the Real Estate or any part or parts thereof and shall inure to the benefit of the Declarant and every

one of the Declarant's successors in title to the Real Estate or any part or parts thereof.

1 GENERAL PURPOSE OF THIS DECLARATION

The Real Estate is hereby subjected to the Covenants herein declared to preserve the value of the Real Estate, to ensure proper use and appropriate improvement of the Real Estate, to encourage the construction of attractive buildings and other attractive improvements at appropriate locations on the Real Estate, to prevent haphazard development thereof which may be inharmonious with other improvements on the Real Estate or within Willow Lakes East, to preserve and maintain proper setbacks from streets and adequate free space between structures, to provide for adequate and proper maintenance of the Real Estate so as to ensure a high quality appearance and condition of the Real Estate and so as to meet the requirements of certain governmental agencies, all for the purpose of preserving the values of all Lots within Willow Lakes East and to ensure desired high standards of maintenance of the Real Estate, to the benefit of all Owners within Willow Lakes East.

2 DEFINITIONS FOR ALL PURPOSES OF THIS DECLARATION

The following terms, whenever used in this Declaration, shall have the meanings assigned to them by this Section 2:

2.1 Architectural Control Committee. "Architectural Control Committee" or "ACC" means the Willow Lakes East Architectural Control Committee to be appointed in accordance with Section 4 of this Declaration.

2.2 Assessment. "Assessment" means the share of the Common Expenses imposed upon each Lot, as determined and levied pursuant to the provisions of this Declaration.

2.3 Association. "Association" means Willow Lakes East Owners' Association, Inc., an Indiana Corporation, formed or to be formed for the purpose of determining and collecting the Assessments and overseeing and enforcing the terms of this Declaration.

2.4 Board of Directors. "Board of Directors" means the Board of Directors of the Association elected pursuant to the Articles and Bylaws of the Association.

2.5 Common Areas. "Common Areas" means the islands in the cul-de-sacs, the subdivision and street signs and certain areas not amenable to development which may be designated by Declarant as Common Area on the Plat or Plats of Willow Lakes East, as may be

recorded from time to time, and which is intended for the common benefit of all Lots.

2.6 Common Expense. "Common Expense" means the actual or estimated cost to the Association for maintenance, management, operation, repair, improvement, and replacement of Common Areas, and any other cost or expense incurred by the Association for the benefit of the Common Areas *Mo*

2.7 Willow Lakes East. The term "Willow Lakes East" means and includes all sections thereof as shall have been Platted and recorded from time to time by Declarant in accordance with the provisions of this Declaration.

2.8 Declarant. "Declarant" means Thomas Homes, Inc., an Indiana Corporation, or any other person, firm, corporation or partnership which succeeds to the interest of Thomas Homes, Inc. as developer of Willow Lakes East.

2.9 Drainage System. "Drainage System" means the storm sewers, subsurface drainage tiles, pipes and structures, and other structures, fixtures, properties, equipment and facilities located in, upon, or under the Common Areas, Easements, or Streets and designed for the purpose of expediting the drainage of surface and subsurface waters from, over, and across Willow Lakes East.

2.10 Easements. "Easements" refer to those areas reserved as easements on the Plat or Plats of Willow Lakes East, as the same may be recorded from time to time.

2.11 Lot. "Lot" means any of the separate parcels numbered and identified on the Plat or Plats of Willow Lakes East, as the same may be recorded from time to time.

2.12 Mortgagee. The term "Mortgagee" means any holder, insurer, or guarantor of any first mortgage on any Lot.

2.13 Owner. "Owner" means any person or persons who acquire, after the date of this Declaration, legal and/or equitable title to any Lot: provided, however, that "Owner" shall not include any holder of any mortgage of all or any part of any Lot, so long as such holder does not hold both legal and equitable title thereto.

2.14 Plat. "Plat" means the final Plat or Plats of Willow Lakes East as the same may be recorded from time to time in the Office of the Recorder of Johnson County, Indiana.

2.15 Sewage System. "Sewage System" means any sanitary sewer lines, lift stations, equipment, or facilities located in, upon, or under the Common Areas, Easements, or Streets and designed to provide for the discharge of sanitary sewage from any or all Lots, as the same are or may be constructed at any time, and any replacement thereof or substitute therefor.

2.16 Streets. "Streets" means all of the public and private roadways to the respective right-of-way lines thereof, as shown on the Plat or Plats of Willow Lakes East, as the same may be recorded from time to time, which have been or hereafter are constructed for the purpose of providing common access for Owners, occupants and their guests and invitees, to any or all Lots.

3 GENERAL RESTRICTIONS

3.1 Maintenance of Premises. In order to maintain the standards of the property, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Owner shall maintain their Lot and improvements situated thereon in a manner so as to prevent the Lot or improvements from becoming unsightly, and specifically, Owner shall:

(a) Mow the Lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds. Grass allowed to grow to a height in excess of six inches (6") shall be deemed unsightly.

(b) Cut down and remove dead trees.

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

(d) Prevent the existence of any other condition that reasonably tends to detract from or diminish the appearance of the Lot and/or Willow Lakes East.

Failure to comply shall warrant the Declarant, the appropriate Governmental Authority of Johnson County, or the Association to cut the growth or weeds, or clear the refuse from the Lot at the expense of the Owner, and there shall be a lien against said Lot for the expense thereof.

3.2 Residential Purpose. All Lots shall be used for residential purposes only, except that new homes may be used as a model for builder. No building shall be erected, altered, placed or permitted on any Lot other than a dwelling not to exceed two (2)

stories in height. A dwelling shall have an attached garage of a size to accommodate at least two (2) automobiles.

3.3 Setbacks. No building shall be located on any Lot nearer to the front or side Lot lines than the minimum building setback dictated by the recorded Plat. The minimum aggregate of the side yards on any lot shall be twenty feet (20'), provided, however, that no building shall be located less than eight feet to an interior Lot line or within an easement. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

3.4 Easements. Easements for installation and maintenance of public utilities and the Drainage System are reserved as shown on the recorded Plat.

3.5 Inoperative Parked Vehicles. At no time shall any unlicensed, inoperative vehicle be permitted on any Lot, Common Area, Street or Easement, unless kept entirely within a garage.

3.6 Trucks, Boats, Recreational Vehicles. No truck, larger than 3/4 ton, trailer, boat or trailer, mobile home, or recreational vehicle, or any similar item shall be permitted to be kept on any Lot, unless entirely kept within a garage. Any oversized garages for such items may be permitted at the sole discretion of the ACC.

3.7 Nuisances. No noxious, obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This provision may be construed to prohibit extremely audible music or activities.

3.8 Outdoor Storage. No large machinery or equipment shall be permitted to be kept or stored on any Lot except within the dwelling.

3.9 Drainage Ditches. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the appropriate Johnson County taxing authorities. Property owners must maintain these swales 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 appropriate sized culverts or other

approved structures have been permitted by the appropriate Johnson County taxing authorities.

Any property owner altering, changing, damaging, or failing to maintain these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the appropriate Johnson County taxing authorities may cause said repairs to be accomplished and the bill for said repairs will be sent to the affected property owner for the immediate payment. Failure to pay will result in a lien against the property.

3.10 Signs. No sign of any kind shall be displayed to the public view on any Lot except one professionally manufactured sign of not more than five (5) square feet advertising the property for sale or rent.

3.11 Childcare Services. No pre-school, babysitting business or such childcare services shall be allowed to operate upon any Lot.

3.12 Mining Operations. No oil drilling, oil development operation, oil refining quarrying, or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

3.13 Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats, or other household pets may be kept provided that they are not bred, kept or maintained for any commercial use and are housed within the dwelling.

3.14 Rubbish, Trash And Garbage. Rubbish, trash, garbage or any other waste shall not be allowed to be compiled, accumulated or dumped on any Lot. Garbage and trash shall be kept in appropriate containers which are not visible from the street, except on collection day.

3.15 Corner Lot. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 8 feet above roadways shall be placed or permitted on any corner Lot within the triangular area formed by the street property line and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersections of the street lines extended. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway

or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

3.16 Field Tiles. Any field tile or underground drain which is encountered in construction or any improvement within this subdivision shall be perpetuated, and all owners of Lots within this subdivision and their successors shall comply with the Indiana Drainage Code of 1965.

3.17 Minimum Living Space. The minimum square footage of living space of dwellings within Willow Lakes East exclusive of porches, garages or basements shall be no less than:

- (a) 1,600 square feet for single story dwellings; and
- (b) 1,900 square feet, with a minimum of 1,100 on the ground floor, for two-story dwellings.

3.18 Outbuildings. No outbuildings of any kind, detached garages, sheds, barns, storage buildings, shacks or tents shall be permitted on any Lot.

3.19 Driveways And Carports. All driveways must be paved with concrete, asphalt or other all-weather surface excluding gravel. Carports are prohibited.

3.20 Communication Devices. Satellite dishes, free standing antennas, or any other such visible communication receiving or transmitting devices are prohibited.

3.21 Wells And Septic Tanks. No water wells shall be drilled on any Lot. Septic tanks are prohibited.

3.22 Swimming Pools. Above-ground swimming pools are prohibited.

3.23 Clothes Lines. Outdoor clothes lines or other such items are prohibited.

3.24 Flues. Any exposed fireplace flues must be brick or stone veneer unless otherwise approved by the ACC.

3.25 Construction, Earth-Moving, Excavation. No significant construction, earth-moving, or excavating work of any nature may be conducted on any Lot without written approval of Architectural Control Committee.

3.26 Fences, Walls, Barriers. All fences, walls, barriers or like structures must be approved in writing by the Architectural Control Committee prior to their construction. No such structures shall exceed eight feet (8') in height. No such structure shall be placed closer to the front Lot line than the front building setback line. All chain-link fences must be vinyl covered.

3.27 Decorative Structures. No decorative structure, statue, or other structure may be placed on the Lot closer to the front Lot line than the front building setback line.

3.28 Mail Boxes. All mail boxes shall be installed by the home builder at the time or in the construction on the Lot, be of similar color, size and style and of a design and style, and approved by the ACC.

3.29 Roof Pitch. All structures must have a minimum of a 7/12 pitch roof.

3.30 Basketball Goals. Basketball goals or such items must be placed behind a line determined by the extension of the front facade of the residence unless otherwise approved by the ACC.

3.31 Sidewalks. Sidewalks build in accordance with all applicable laws, ordinances, regulations and standards must be installed by the builder or owner at the time of initial construction upon the Lot.

4 ARCHITECTURAL CONTROL COMMITTEE

4.1 Appointment Of Architectural Control Committee. Prior to the incorporation of the Association, the Declarant shall appoint an Architectural Control Committee (ACC) to be composed of three (3) members. After incorporation of the Association, the Declarant shall appoint two (2) of the ACC members and the Association one (1) of the ACC members until such time that the Declarant owns less than three (3) Lots, after which time the Association shall appoint all members.

4.2 Construction Approvals. No construction of any building or structure of any kind, including additions, alterations, fences, screens and walls shall begin within Willow Lakes East until the plans and specifications, locations and plot plan thereof, showing all existing and proposed improvements on the Lot, including adequate provisions for landscaping, in detail and to scale, to the extent and in the form as may be required by the ACC, have been submitted to and approved by the ACC. The plans and specifications of and location of all construction shall be in compliance with the building, plumbing, and electrical requirements of all applicable regulatory codes, and shall also comply to all zoning covenants and

restrictions which are applicable to the Real Estate, Lot and/or such construction addition, alteration or improvement. Refusal of approval of plans and specifications, or location and plot plan by Declarant may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the ACC.

4.3 The ACC shall approve or disapprove proposed improvements or alterations within ten (10) days after all required information shall have been submitted to it. Applicants must submit two (2) copies of all materials required by the ACC and one copy of submitted material shall be retained by the ACC for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

4.4 Liability of Committee. Neither the ACC nor any agent thereof, nor Declarant, 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 according thereto, or for any act it may or may not take in its discretion.

4.5 Inspection. The ACC may inspect work being performed with its permission to assure compliance with this Declaration.

5 COVENANTS FOR MAINTENANCE ASSESSMENTS

5.1 Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Lots within Willow Lakes East, as the same may be Platted from time to time, and promoting the health, safety, and welfare of the Owners, users, and occupants of the same and, in particular, for the improvement, and fencing, repairing, operating, and maintenance of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon and for the cost of labor, equipment, material, and management furnished with respect to the Common Property; provided that the Association shall not be responsible for the replacement, repair or maintenance of any Common Areas which is or hereafter may be dedicated to the public. Each Owner hereby covenants and agrees to pay to the Association:

5.1.1 A pro-rata share (as hereinafter defined) of the annual assessments fixed, established, and determined from time to time as hereinafter provided.

5.1.2 A pro-rata share (as hereinafter defined) of any special assessments fixed, established, and determined from time to time, as hereinafter provided.

5.2 Liability for Assessments. Each assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be a charge on each Lot and shall constitute a lien from and after the due date thereof in favor of the Association upon each Lot. Each such assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Lot at the time when the assessment is due. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

5.3 Pro-rata Share. The pro-rata share of each Owner for purposes of this Section 5 shall be the percentage obtained by dividing one by the total number of Lots shown on the Plat or Plats of Willow Lakes East, as the same may be recorded from time to time, that have been conveyed by the Declarant to an Owner ("Pro-Rata Share").

5.4 Basis of Annual Assessments. The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves of the Association. A copy of this budget shall be delivered to each Owner within thirty (30) days to the beginning of each fiscal year of the Association.

5.5 Basis of Special Assessments. Should the Board of Directors of the Association at any time during the fiscal year determine that the assessments levied with respect to such year are insufficient to pay the Common Expenses for such year, the Board of Directors of the Association may, at any time, and from time to time, levy such special assessments as it may deem necessary for meeting the Common Expenses. In addition, the Board of Directors of the Association shall have the right to levy at any time, and from time to time, one or more special assessments for the purpose of defraying, in whole, or in part, any unanticipated Common Expense not provided for by the Annual Assessments.

5.6 Fiscal Year: Date of Commencement of Assessments: Due Dates. The fiscal year of the Association shall be established by the Association and may be changed from time to time by action of the Association. The annual assessments on each Lot in Willow Lakes East shall commence on the day on which Declarant first conveys ownership of the Lot to an Owner. The first annual assessment for each Lot shall be prorated for the balance of the

fiscal year of the Association in which such assessment is made. The annual assessment for each year after the first assessment year shall be due and payable on the first day of each fiscal year of the Association. Annual assessments shall be due and payable in full as of the above date, except that the Association may from time to time by resolution authorize the payment of such assessments in installments.

5.7 Duties of the Association.

5.7.1 The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each assessment applicable thereto, which books and records shall be kept in the office of the Association and shall be available for the inspection and copying by each Owner for duty authorized representative of any Owner) at all reasonable times during regular business hours of the Association. The Board of Directors of the Association shall cause written notice of all assessments levied by the Association upon the Lots and upon the Owners to be mailed to the Owners or their designated representatives as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such assessment or any installment thereof. In the event such notice is mailed less than thirty (30) days prior to the due date of the assessment to which such notice pertains, payment of such assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice.

5.7.2 The Association shall promptly furnish to any Owner or Mortgagee upon request a certificate in writing signed by an officer of the Association, setting forth the extent to which assessments have been levied and paid with respect to such requesting Owner's or Mortgagee's Lot. As to any persons relying thereon, such certificate shall be conclusive evidence of payment of any assessments therein stated to have been paid.

5.7.3 The Association shall notify any Mortgagee from which it has received a written request for notice of any default in the performance by any Owner of any obligation under the By-Laws or this Declaration which is not cured within sixty (60) days.

5.8 Non-payment of Assessments: Remedies of Association.

5.8.1 If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such assessment was made, and such lien shall be

binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such assessment, and shall be enforceable against the interest of such Owner and all future successors and assignees of such Owner in such Lot: provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such assessment becomes due.

5.8.2 If any assessment upon any Lot is not paid within fifteen (15) days after the due date, such assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at the annual interest rate allowable on judgments rendered in the State of Indiana at the time such assessment is due, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such assessment all costs of such action, including the Association's attorneys fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

5.9 Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for assessments for the following fiscal year. Such deficit may be recouped either by inclusion in the budget for annual assessments or by the making of one or more special assessments for such purpose, at the option of the Association. In the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common Expenses for that fiscal year, a Pro-Rata Share of such excess shall be a credit against the assessment(s) due from each Owner for the next fiscal year(s).

6 ORGANIZATION AND DUTIES OF ASSOCIATION

6.1 Organization of Association. The Association shall be organized as a not-for-profit corporation under the laws of the State of Indiana, to be operated in accordance with The Articles of Incorporation which have been filed or will be filed by Declarant.

6.2 Membership. The members of the Association shall consist of the Declarant and the Owners of Lots in Willow Lakes East as the same may be Platted from time to time, provided that, in the event that any one Lot shall be owned by more than one person, partnership, trust, corporation or other entity, they shall be treated collectively as one member for voting purposes.

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned, and the first Board of Directors during their respective terms, who shall have no voting rights. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class membership: or

(b) On January 1, 1997.

6.3 Board Of Directors. The members shall elect a Board of Directors of the Association as prescribed by the By-Laws. The Board of Directors shall manage the affairs of the Association.

6.4 General Duties of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place and stead of, the individual Owners in all matters pertaining to the maintenance, repair and replacement, of the Common Areas and street signs, the determination of Common Expenses, the collection of annual and special assessments, and the granting of any approvals whenever and to the extent called for by this Declaration, for the common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the Covenants contained in this Declaration. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color or authority of this Declaration, or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct.

6.5 Amendment of Declaration. The Association shall have the right to amend this Declaration at any time, and from time to time, upon the recommendation of an amendment to the Association by its Board of Directors, and the subsequent approval of such amendment by both the Owners of at least two-thirds of the Lots and the

Mortgagees of at least two-thirds of the Mortgagees requesting notice of such actions provided, however, that any such amendment of this Declaration shall require prior written approval of Declarant so long as Declarant owns at least three (3) Lots within Willow Lakes East. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Declarant when its approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the Office of the Recorder of Johnson County. No such amendment shall effect a modification of zoning covenants or commitments undertaken in connection with any rezoning without the prior approval of the Johnson County Plan Commission.

6.6 Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury with the amount of such coverage in no event to be less than One Million Dollars (\$1,000,000.00) for any single occurrence, occurring on or in connection with any and all Common Areas. The Association shall also maintain in force adequate fire and extended coverage insurance, insuring all Common Property against fire, and extended coverage insurance, insuring all Common Areas against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full replacement value of such Common Area improvements. The Association shall notify all Mortgagees which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, Board members, the Declarant, any property manager, their respective employees and agents, the Lot Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more insured parties against other insured parties.

The Association shall maintain a fidelity bond indemnifying the Association, the Board of Directors and the Lot Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of three (3) months' assessments on all Lots in Willow Lakes East, plus the Association's reserve funds.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days written notice to the Association, and all Mortgagees who have requested such notice, before the insurance policies or fidelity bonds can be canceled or substantially modified for any reason.

6.7 Condemnation. Destruction. In the event that any of the Common Areas shall be condemned or taken by any competent public authority, or in the event the same shall be damaged or destroyed by any cause whatsoever, the Association shall represent the interests of the Owners in any proceedings, negotiations, insurance adjustments, settlements, or agreements in connection with such condemnation, damage, or destruction. Any sums recovered by the Association shall be applied, first, to the restoration and repair of any Common Area condemned, damaged, or destroyed, to the extent such restoration or repair is practicable, and the balance of such sums shall either be held as a reserve for future maintenance of the Common Area or turned over to the Owners in proportion to their Pro-Rata Shares, whichever may be determined by a majority vote of the members of the Association. Each Owner shall be responsible for pursuing his own action for damages to his Lot, either by reason of direct damage thereto or by reason of an impairment of value due to damage to the Common Areas: provided, however, that upon request of any Owner(s), the Association shall pursue such claims on such requesting Owner(s) behalf, and shall turn any recoveries for such Owners over to such Owners directly. The Association shall notify all Mortgagees of which it has notice of any condemnation, damage, or destruction of any Common Area.

6.8 Mortgagees' Rights. The mortgagees shall have the right, at their option, jointly or severally, to pay taxes or other charges which are in default or which may or have become a charge against the Common Area, to pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Common Area, and Mortgagees making such payment shall be owed immediate reimbursement therefor from the Association.

7 EXPANSION OF SUBDIVISION

7.1 Method and Scope of Expansion. Declarant, at its option, and from time to time, may expand Willow Lakes East to include all or any parts of the tract described in the attached Exhibit B, by the addition of further sections consisting of one or more Lots and any Common Area which in the discretion of Declarant is appropriate for addition with such section. Such further sections, if added, shall be added by the recordation of a Plat of such section, consistent in detail and layout with Plats of sections previously recorded, and by the recordation of a supplemental declaration

imposing upon such section the terms and conditions of this Declaration, together with any provisions particular to such section. Declarant hereby covenants that the total number of Lots in Willow Lakes East shall not exceed one hundred seventy (170) and that no real estate shall be added thereto which is not within that described in Exhibit B.

7.2 Time for Expansion. No additional sections shall be added after the date which is fifteen (15) years after the date on which the first Plat for Willow Lakes East was recorded.

8 GENERAL PROVISIONS

8.1 Covenants Run With the Land. The Covenants created by this Declaration shall attach to and run with the Real Estate and shall be binding upon every person who may hereafter come into ownership, occupancy or possession of any portion of the Real Estate.

8.2 Scope of Covenants. Declarant and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be expressed in such deed, are deemed to have agreed to each and every one of the various terms, Covenants, conditions, contained in this Declaration, and the same shall be of mutual and reciprocal benefit to Declarant and each Owner of each Lot. Declarant and each Owner shall be entitled to enforce this Declaration against any Owner to the full extent permitted herein and under applicable law, and shall have all rights and remedies for such enforcement at law or in equity. Each Owner shall be liable for any failure to fully comply with all of the terms, Covenants, and conditions, contained in this Declaration only so long as each such Owner shall have any interest in any Lot; provided, however, that the relinquishing of all of such interest shall not operate to release any Owner from liability for a failure to comply with this Declaration which occurred while said Owner had such interest.

8.3 Attorneys' Fees. As to any legal or equitable proceedings for the enforcement of, or to restrain the violation of this Declaration, or any provision thereof, if the party bringing such action is successful in obtaining any remedy against any defaulting Owner, such defaulting Owner shall pay the reasonable attorneys' fees of such successful party, in such amount as may be fixed by the Court in such proceedings.

8.4 Failure to Enforce Not a Waiver of Rights. The failure of Declarant, the Association, or any Owner to enforce any term, Covenant, or condition, herein contained shall in no event be deemed to be a waiver of the right to do so thereafter, nor of the right to enforce any other such term, Covenant or condition.

8.5 Rights of Mortgagees. Except to the extent otherwise provided in Section 5, no breach of this Declaration shall defeat or render invalid the lien of any mortgage now or hereafter executed upon any portion of the Real Estate; provided, however, that if all or any portion of said Real Estate is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this Declaration. The provisions of Section 7 hereinabove notwithstanding, neither the Owners nor the Association shall have any right to make any amendment to this Declaration which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.

8.6 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

8.7 Section Headings. Section headings used herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular sections to which they refer.

8.8 Notices. All notices in connection with this Declaration shall be made in writing and shall be deemed delivered (a) upon personal delivery to the individual person, if any, designated in writing by the Owner, as listed in the roster of Owner's names and addresses referred to in Section 5; or (b) seventy-two hours after the deposit thereof in any United States main or branch post office, first class postage prepaid, properly addressed to the addressee thereof at the address listed in the said roster.

8.9 Limitations and Declarant's Rights. Any notice to or approval by Declarant under any provision of this Declaration shall not be necessary after such time as Declarant owns fewer than three (3) Lots within Willow Lakes East.

8.10 Deed Clause to Implement Declaration. Each Owner covenants and agrees that it will not execute or deliver any deed or conveyance of a fee title interest in any Lot, or any portion thereof, unless such deed or conveyance contains a clause substantially as follows:

"By acceptance and recording of this conveyance, the Grantee herein covenants and agrees to be bound by the Declaration of Covenants and Restrictions For Willow Lakes East pertaining to the Real Estate hereby granted, which is recorded in the Office of the Recorder of Johnson County, Indiana", and properly identifying the instrument number therein. However, the failure to include such

clause shall not have any effect on this Declaration or the enforceability thereof against any Owner of any interest in any portion of the Real Estate.

8.11 Annexation Waiver. All Lot owners who subsequently tap into or are connected with the sewer system provided for in this subdivision as described in this Plat, release their right to object, remonstrate or appeal against pending or future annexation by the City of Greenwood pursuant to a certain contract dated January 28, 1991 and amended contract dated June 11, 1992 and recorded in the Johnson County Recorder's Office at Misc. Record Book 063, Page 223 and Misc. Record Book 64, Page 714, respectively.

8.12 Provision Against Merger. Declarant hereby intends that the Real Estate shall be subject to this Declaration, that the Covenants contained herein shall not be merged into the title of the Declarant regardless of whether Declarant is the fee title owner of all or any part of the Real Estate at the time this Declaration is executed or recorded.

8.13 Reservations of Declarant. The provisions of Section 6 hereof notwithstanding, Declarant hereby reserves the right to make such amendments to this Declaration as may be deemed necessary or appropriate by Declarant, so long as Declarant owns at least three (3) Lots within Willow Lakes East without the approval or consent of the Owners or Mortgagees of the Lots provided that Declarant shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Declaration to any Owner, or substantially increases the obligations imposed by this Declaration on any Owner.

8.14 Rights to Common Areas. Title to all Common Areas shall be held in the Association, and each Owner shall have, as non-exclusive, reciprocal easements appurtenant to his Lot, the right to the use of all Common Areas as open spaces and the right of access to and use of the Drainage System, the Sewage System, and all utility lines and mains abutting or adjacent to his Lots provided, however, that no Owner's use of any Common Area shall materially interfere with any other Owner's use thereof. In the event that any Owner's use of any Common Area causes such an interference, the Association or any Owner shall have all rights and remedies provided at law or in equity, for such interference.

8.15 Transfer of Control of Owner's Association and Quitclaim Deed of Common Areas. Declarant shall transfer control of the Owner's Association to the Lot Owners and give a Quitclaim Deed for the Common Areas to the Association no later than the earlier of (a) four months after three-fourths (3/4) of the Lots have been conveyed to Lot purchasers or (b) seven (7) years after the first Lot is conveyed.

In Witness Whereof, the Declarant has caused this Declaration to be executed on the date first above written.

THOMAS HOMES, INC.

BY: Norman R. Thomas, Pres.
Norman R. Thomas, President

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared Norman R. Thomas, President of Thomas Homes, Inc., who acknowledged the execution of the foregoing, and who having been duly sworn upon his oath stated that the representations therein contained are true.

William M. Waltz
Notary Public
Printed: William M. Waltz
County of Residence: Marion

My commission expires:
2/24/95

N:\THOMAS\WLLVLK.EST\DRAFT-10.DEC

This document prepared by:
William M. Waltz, Attorney at Law
VAN VALER & WILLIAMS
300 South Madison Avenue, Suite 400
P.O. Box 405
Greenwood, Indiana 46142

WILLOW LAKES EAST, SECTION ONE

A part of the East Half of the Southwest Quarter of Section 11, Township 13 North, Range 3 East of the Second Principal Meridian in White River Township, Johnson County, Indiana, described as follows:

Beginning at the Southwest Corner of the said East Half Quarter Section, said point also being the Southeast corner of Willow Lakes Subdivision, Section One; (Plat Book O, page 129 and 130); thence North 00 degrees 45 minutes 01 Seconds East on and along the West line of said Half Quarter Section and the East line of said Willow Lakes Subdivision, a distance of 1339.03 feet; thence South 89 degrees 14 minutes 59 seconds East 211.50 feet; thence North 85 degrees 56 minutes 16 seconds East 170.00 feet; thence North 87 degrees 31 minutes 17 seconds East 399.97 feet; thence North 53 degrees 03 minutes 41 seconds East 68.29 feet; thence South 30 degrees 06 minutes 23 seconds East 205.00 feet; thence South 59 degrees 53 minutes 37 seconds West 41.46 feet; thence South 30 degrees 06 minutes 23 seconds East 60.00 feet; thence South 00 degrees 45 minutes 01 seconds West 628.87 feet; thence South 03 degrees 53 minutes 10 seconds West 89.50 feet; thence South 01 degrees 07 minutes 12 seconds East 150.00 feet; thence North 88 degrees 52 minutes 48 seconds East 10.00 feet; thence South 01 degrees 07 minutes 12 seconds East 270.00 feet to the South line of said Half Quarter Section; thence South 88 degrees 52 minutes 48 seconds West on and along said South line, a distance of 953.92 feet to the POINT OF BEGINNING, containing 28.77 Acres, subject to all legal rights-of-way, easements and restrictions of record.

EXHIBIT "A"

LEGAL DESCRIPTION

THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID EAST HALF QUARTER SECTION; THENCE NORTH 00 DEGREES 45 MINUTES 01 SECOND EAST 2678.34 FEET ALONG THE WEST LINE OF SAID HALF QUARTER SECTION TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 02 MINUTES 19 SECONDS EAST 1323.73 FEET ALONG THE NORTH LINE OF SAID HALF QUARTER SECTION TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 53 MINUTES 43 SECONDS WEST, 2674.90 FEET ALONG THE EAST LINE OF SAID HALF QUARTER SECTION TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 88 DEGREES 52 MINUTES 48 SECONDS WEST, 1317.10 FEET ALONG THE SOUTH LINE OF SAID HALF QUARTER SECTION TO THE BEGINNING POINT OF THIS DESCRIPTION, CONTAINING, 81.092 ACRES, MORE OR LESS. SUBJECT TO ALL LEGAL EASEMENTS, RIGHTS-OF-WAYS AND RESTRICTIONS OF RECORD.

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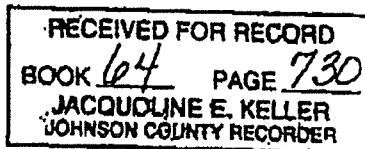


EXHIBIT "B"

93026756

AMENDMENT AND SUPPLEMENT TO
DECLARATION OF COVENANTS CONDITIONS
AND RESTRICTIONS FOR WILLOW LAKES EAST

THIS AMENDMENT AND SUPPLEMENT made this 22nd day of November, 1993 by THOMAS HOMES, INC. ("Declarant") to amend and supplement the Declaration of Covenants Conditions and Restrictions for WILLOW LAKES EAST made June 17, 1992, and recorded in the Office of the Recorder of Johnson County, Indiana on June 17, 1992 as Instrument No. 92011649, Book 64, Page 730 ("Declaration"),

WITNESSETH THAT:

WHEREAS, Thomas Homes, Inc. was the Declarant in the above-mentioned Declaration; and

WHEREAS, Section 8.13 of the Declaration reserves the right for Declarant to make amendments to the Declaration so long as Declarant owns at least three (3) lots within Willow Lakes East; and

WHEREAS, Declarant owns more than three (3) lots within Willow Lakes East on the date hereof; and

WHEREAS, Declarant plotted a portion of the real estate subject to this Declaration as Willow Lakes East, Section One on June 15, 1992 in the office of the Recorder of Johnson County, Book C, Page 538 A & B; and

WHEREAS, Declarant further platted a portion of the real estate subject to this Declaration as, Willow Lakes East Section Two on November 22, 1993, in the Office of the Recorder of Johnson County, Book C, Page 605 A & B; and

WHEREAS, Section 7 of the Declaration requires that if the Declarant adds further sections expanding Willow Lakes East an Amendment and Supplemental Declaration shall be recorded imposing the terms and conditions of this Declaration upon such sections;

NOW, THEREFORE, pursuant to Section 7 and Section 8.13, the Declarant hereby amends and supplements the Declaration as follows:

1. Expansion of Willow Lakes East.

Willow Lakes East is hereby expanded to include, and the Declarant hereby imposes the terms and conditions of the Declaration and this Amendment and Supplement upon, the real estate described as Willow Lakes East Section Two,

the plat of which was recorded in the Office of the Recorder of Johnson County, Indiana on November 22, 1993, Book C, Page 605A+B.

2. Lake Area as Part of Drainage System.

"Lake Area," is hereby inserted after the words "Common Areas," in the Section 2.9 definition of "Drainage System".

3. Siding Restrictions and Brick Requirement.

The following provision shall be inserted as Section 3.32.:

3.32 Siding Restrictions and Brick Requirement.
All structures must be at least two-thirds (%) brick on the first floor. No aluminum siding or vinyl shall be used on siding or soffits.

4. Maintenance of Drainage System

4.1 Drainage System in Sections Two and Future Sections Three and Four: The Owners of Lots within Willow Lakes East Sections Two and future sections Three and Four of Willow Lakes East shall be responsible, on a pro-rata basis, for all costs and expenses, including but not limited to the costs for maintenance, repair, taxes, insurance and management ("Drainage System Expenses") associated with the Drainage System within all of Willow Lakes East, excepting that portion located within the streets right-of-way, and further excepting entirely that portion located within Section One. The Association shall be responsible for Drainage System Expenses within the Lake Area but not any expenses relating to the Lake Lot Owners ownership, recreational use or aesthetic improvements and not essential to the functioning of the Drainage System. (Both the Association and the Lake Lot Owners are authorized to procure liability insurance to cover their respective interests). The Drainage System Expenses shall specifically include the responsibility to restore the temporary easements for dredging equipment placement, (as shown on the plat of Willow Lakes Section Two and Three) which arise and are effective only during the period necessary for utilization in connection with Lake Area dredging activities, to as near as is practical the condition of the property affected

as it existed prior to each utilization of the temporary easements for dredging purposes.

- 4.2 Administration by Association: Assessments for all Expenses associated with Drainage System maintenance and/or repair levied, pursuant to this Amendment and Settlement, shall be administered by the Association and identified as the Drainage System Assessment which shall be separate and distinct from the Common Expenses.

5. Lake Area.

- 5.1 Ownership: The Lake Area within Willow Lakes East Section Two as shown on the recorded plat thereof and bounding Section Three ("Lake Area") shall be owned in fee simple by the owners of Lots 49 through 56 and Lots 58 through 61 in Willow Lakes East Section Two and Lots numbered 98-105 in Willow Lakes East Section Three ("Lake Lots"), the owners of said Lots ("Lake Lot Owner(s)") each having an equal and undivided one-twentieth (1/20) tenants in common interest.
- 5.2 Lake Drainage Easement: The Association shall have a permanent easement over, across and under the Lake Area for the purpose of improving, altering, maintaining, dredging, regrading, reconstructing and/or repairing the Lake Area, and all facilities, improvements and appurtenances thereto, as may be necessary for the Lake Area to properly function, serve and provide its intended storm water retention and related Drainage System or drainage benefits to Willow Lakes East, ("Drainage Easement") together with the temporary easement for placement of dredging equipment, as shown on the Plat, if and when such equipment is necessary for the proper maintenance of the Lake Area.
- 5.3 Private Use: The Lake Lot Owners together with guests in their presence, shall have the exclusive rights to the use and enjoyment of said lake within the Lake Area, provided, however, such use and enjoyment of said lake may not interfere with the Drainage System of which the lake is a part and subject to the Association's easement for the maintenance of the Drainage System as provided herein and on the Plat.

- 5.4 Declarant Control: Until such time as Declarant may, in its discretion, determine to relinquish control of the Lake Area, but in no case prior to such time as fifteen (15) Lake Lots are sold, it shall be the responsibility of the Declarant, its successors and assigns, for the maintenance, repair, upkeep and control of said lake and Lake Area. To this end, Declarant shall possess the authority to establish and thereafter shall distribute to each Lake Lot Owner reasonable rules and regulations concerning use of the lake and Lake Area.
- 5.5 Board of Managers: Upon the determination of Declarant to relinquish control of the Lake Area pursuant to this Amendment and Supplement, the Lake Lot Owners shall form an association in which each Lake Lot Owner shall have one vote in the selection of a Board of Managers which shall consist of not less than three nor more than nine members. Thereafter, on the first Saturday in March of each calendar year, the voting members shall elect the Board of Managers for the ensuing year to a term commencing April 1st and expiring March 31st.
- 5.6 Rules, Regulations and Lake Assessments: The Board of Managers shall thereafter be responsible for establishing rules and regulations pertaining to Lake Area usage as well as establishing an annual budget to assure adequate maintenance, upkeep and repair of the Lake Area property including the and surrounding easements. Such budget shall be established annually on or before April 1st of each year for the ensuing twelve (12) month period.
- 5.7 The Board shall specifically adopt rules and regulations relating to landscaping, tiering, terracing, sea-walls or other shoreline protection or decoration, docks, fountains, lighting and other such water and shoreline structures or facilities. No such structures or facilities shall be installed, placed or constructed without the prior approval of the Board of Managers. The Board of Managers shall in no case approve any facilities or structures which in any way negatively effect the drainage functions of the lake or the Drainage Easement rights held by the Association.

- 5.8 Payment of Assessments: Assessments shall be equally paid by each Lake Lot Owner within thirty days from the date of billing, and there shall be a late charge of 2% per month on all delinquent payments.
- 5.9 Lien Rights: Assessments for maintenance shall be a lien upon the Lake Lots subordinate only to the lien of a first mortgage, which lien can be enforced by the Board of Managers or any Lake Lot Owner. By acceptance of deed of title to these Lake Lots, the grantee consents to the lien of assessment and its enforcement provisions together with the costs of collection including reasonable attorneys' fees.
- 5.10 Disputes: In the event of a dispute arising from the maintenance, repair and upkeep of the Lake Area, any Lake Lot Owner upon giving notice in writing designating a time and place not less than seven (7) days from date of notice, which time may be shortened in case of dire emergency, at which meeting, by a majority vote, such dispute shall be resolved.
- 5.11 Non-Liability of Board of Managers: The Board of Managers shall not be held personally liable in the discharge of their official duties except for willful and wanton misconduct, and there may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the Board of Managers as well as public liability and property damage insurance covering all voting members for liabilities incurred by reason of their being a Lake Lot Owner.
- 5.12 Non-Disturbance of Lake Area: Lake Lot Owner or third party shall do or permit to be done any action or activity which could result in pollution of the Lake Area, diversion of water, elevation of lake level, earth disturbance resulting in silting or any conduct which could result in an adverse affect upon water quality, drainage of the subdivision or proper Lake Area management.
- 5.13 Enforcement of Lake Area Rules: The Board of Managers, in behalf of the Lake Lot Owner, or any individual Lake Lot Owner, shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction

of, or violation of, any properly promulgated, rules and regulations or damage caused to the Lake Area, recreational or aesthetic improvements together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorneys' fees.

5.14 Enforcement of Drainage Easement: The Association or the Johnson County Drainage Board shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for correction of, or violation of, any properly promulgated rules and regulations or damage caused to the Lake Area or interference with the Association's Lake Area Drainage Easement or the functioning of the Drainage System for Willow Lakes East together with any damages incurred, and upon recovery of judgment shall be entitled to costs together with reasonable attorneys' fees.

6. Amendments to this Amendment and Supplement. Declarant, at his sole discretion, reserves the right to amend this Amendment and Supplement so long as Declarant owns more than three (3) Lots in Willow Lakes East, Section Two provided such amendments do not substantially reduce the Lot Owners' rights hereunder.

All provisions of the Declaration, to the extent they are not inconsistent with the amendments and supplements made herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment And Supplement to be executed on this 22nd day of November, 1993.

THOMAS HOMES, INC.

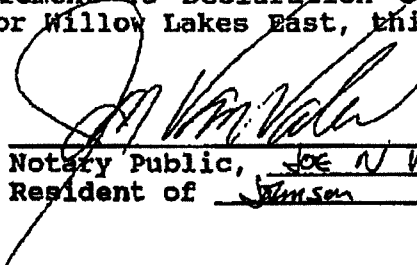
By: Norman R. Thomas, President
Norman R. Thomas, President

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public, in and for said State and County, appeared THOMAS HOMES, INC., by its president NORMAN R. THOMAS, who acknowledged, subscribed and swore to the provisions of the foregoing Amendment And Supplement To Declaration Of Covenants Conditions And Restrictions for Willow Lakes East, this 22nd day of November, 1993.

My Commission Expires:

6/19/95


Notary Public, JOE N VAN VALER
Resident of Johnson County, IN

thomes\thomasho.mes\amend-6.ccr

This document prepared by:
WILLIAM M. WALTZ, Attorney at Law
VAN VALER WILLIAMS & HEWITT
300 South Madison Ave., Suite 400
P.O. Box 405
Greenwood, Indiana 46142
(317) 838-1121



Nov 22 4 23 PM '93

RECEIVED FOR RECORD
BOOK 66 PAGE 509
JACQUOLINE E. KELLER
JOHNSON COUNTY RECORDER

\$523.00

154

Cross-Reference:

Willow Lakes East, Section One (Plat), Instrument # 92011475 (Plat Book C, Page 538 A&B)
Willow Lakes East, Section II (Plat), Instrument # 93026755 (Plat Book C, Page 605 A&B)
Willow Lakes East, Section III (Plat), Instrument # 94019551 (Plat Book C, Page 646 A&B)
Willow Lakes East, Section IV (Plat), Instrument # 96020970 (Plat Book C, Page 792 A, B & C)
Willow Lakes East, Declaration of Covenants, Instrument # 92011649
Willow Lakes East, Amendment and Supplement to Declaration, Instrument # 93026756

Doc ID: 008421700184 Type: MIS
Kind: DECLARE COVENANT RESTRICT
Recorded: 07/26/2012 at 02:50:03 PM
Fee Amt: \$325.00 Page 1 of 184
Workflow# 0000051719-0002
Johnson County-Recorded as Presented
Jill L. Jackson County Recorder
File **2012-015947**

FIRST AMENDMENT
to the
AMENDMENT AND SUPPLEMENT
to
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
WILLOW LAKES EAST

COMES NOW the Willow Lakes East Owners Association, Inc., by its Board of Directors, on this ____ day of _____, 2012, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Johnson County, Indiana, commonly known as Willow Lakes East was established upon the recording of certain Plats with the Office of the Recorder for Johnson County, Indiana; and

WHEREAS, the Plat for Willow Lakes East, Section One, was recorded with the Office of the Johnson County Recorder on June 15, 1992, as Instrument # 92011475, in Plat Book C, Page 538 (A & B); and

WHEREAS, the Plat for Willow Lakes East, Section II, was recorded with the Office of the Johnson County Recorder on November 22, 1993, as Instrument # 93026755, in Plat Book C, Page 605 (A & B); and

WHEREAS, the Plat for Willow Lakes East, Section III, was recorded with the Office of the Johnson County Recorder on August 29, 1994, as Instrument # 94019551, in Plat Book C, Page 646 (A & B); and

WHEREAS, the Plat for Willow Lakes East, Section IV, was recorded with the Office of the Johnson County Recorder on September 17, 1996, as Instrument # 96020970, in Plat Book C, Page 792 (A, B & C); and

WHEREAS, the Plats for the various sections of Willow Lakes East are subject to the Declaration of Covenants, Conditions and Restrictions for Willow Lakes East ("Declaration"), recorded on June 17, 1992, as Instrument #92011649, amended by the Amendment and Supplement thereto recorded November 22, 1993, as Instrument #93026756, amended by the Second Amendment and Supplement thereto recorded August 29, 1994,

as Instrument #94019564, and amended by the Third Amendment and Supplement thereto recorded September 17, 1996, as Instrument #96020969, all in the Office of the Recorder of Johnson County, Indiana;

WHEREAS, the covenants contained in the Declaration and running with the land state that by taking a deed to any Lot as set forth on any of the various Plats for the Willow Lakes East development, each owner will become a mandatory member of the Willow Lakes East Owners Association, Inc., an Indiana Nonprofit Corporation ("Association"); and

WHEREAS, the Declaration, Section 6.5, states that the Declaration may be amended with the approval of at least two-thirds (2/3) of the Owners in Willow Lakes East Development and recorded with the Johnson County Recorder; and

WHEREAS, at least two-thirds (2/3) of the Lot Owners in Willow Lakes East, as evidenced by the ballots collected pursuant to IC 23-17-10-8 and attached to this Amendment and marked as "**Exhibit A**", and pursuant to the authority granted to them by Section 6.5 of the Declaration, now wish to amend Section 4.1 as set forth in the Amendment and Supplement to the Declaration of Covenants, Conditions and Restriction for Willow Lakes East;

WHEREFORE, having been properly approved as set forth in the Declaration, the following changes to Section 4.1 of the to the Amendment and Supplement to the Declaration of Covenants, Conditions and Restriction for Willow Lakes East are set forth below.

Section 4.1 is amended to state as follows:

4.1 **Drainage System:** All Owners of Lots within Willow Lakes East shall be responsible, on a pro-rata basis, for all costs and expenses, including by not limited to the costs for maintenance, repair, taxes, insurance and management ("Drainage System Expenses") associated with the Drainage System within all of Willow Lakes East, excepting that portion located within the streets right-of-way. The Association shall be responsible for Drainage System Expenses within the Lake Area but not any expenses relating to the Lake Lot Owners ownership, recreational use or aesthetic improvements and not essential to the functioning of the Drainage System. (Both the Association and the Lake Lot Owners are authorized to procure liability insurance to cover their respective interests). The Drainage System Expenses shall specifically include the responsibility to restore the temporary easements for dredging equipment placement, (as shown on the plats of Willow Lakes East Section Two and Three) which arise and are effective only during the period necessary for utilization in connection with Lake Area dredging activities, to as near as practical the condition of the property affected as it existed prior to each utilization of the temporary easements for dredging purposes.

All other provisions of the Declaration shall remain unchanged;

The foregoing amendment shall run with the land and shall be binding upon all owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such restriction, and shall inure to the benefit of all successors in title to any real estate in the Willow Lakes East development.

[End of Amendment]

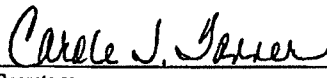
IN WITNESS WHEREOF, the undersigned officers of the Association hereby represent and certify that all requirements for and conditions precedent to the recording of the First Amendment to the Amendment and Supplement to the Declaration of Covenants, Conditions and Restrictions for Willow Lakes East have been fulfilled and satisfied as of this _____ day of _____, 2012.

WILLOW LAKES EAST OWNERS ASSOCIATION, INC.


President
Don J. Deegenhardt
Printed Name of Director

7/22/12
Date

ATTEST:

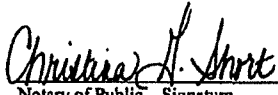

Secretary
Carole J. Tanner
Printed Name of Director

7/22/12
Date

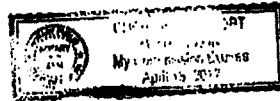
STATE OF INDIANA)
)
COUNTY OF JOHNSON)

Before me a Notary Public in and for said County and State, personally appeared Don J. Deegenhardt and Carole J. Tanner, the President and Secretary, respectively, of the Willow Lakes East Owners Association, Inc., who acknowledged execution of the foregoing First Amendment to the Amendment and Supplement to the Declaration of Covenants, Conditions and Restrictions for Willow Lakes East, and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 22nd day of July, 2012.


Notary of Public - Signature
Christina G. Shore
Printed

Stamp:



I hereby 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. - Scott A. Tanner

This document was prepared by and should be returned to:
Scott A. Tanner, TANNER LAW GROUP, 6745 Gray Rd., Suite H, Indianapolis, IN 46237

94019564

SECOND AMENDMENT AND SUPPLEMENT TO
DECLARATION OF COVENANTS CONDITIONS
AND RESTRICTIONS FOR WILLOW LAKES EAST

THIS AMENDMENT AND SUPPLEMENT made this 29th day of August, 1994 by THOMAS HOMES, INC. ("Declarant") to amend and supplement the Declaration of Covenants Conditions and Restrictions for WILLOW LAKES EAST made June 17, 1992, and recorded in the Office of the Recorder of Johnson County, Indiana on June 17, 1992 as Instrument No. 92011649, in Book 64, Page 730 and the Amendment and Supplement thereto recorded November 22, 1993 as Instrument No. 93026756, in Book 66, Page 509 (together the "Declaration"),

WITNESSETH THAT:

WHEREAS, Thomas Homes, Inc. was the Declarant in the above-mentioned Declaration; and

WHEREAS, Section 8.13 of the Declaration reserves the right for Declarant to make amendments to the Declaration so long as Declarant owns at least three (3) lots within Willow Lakes East; and

WHEREAS, Declarant owns more than three (3) lots within Willow Lakes East on the date hereof; and

WHEREAS, Declarant plotted a portion of the real estate subject to this Declaration as Willow Lakes East, Section One on June 15, 1992 in the office of the Recorder of Johnson County, Book C, Page 538 A & B and Willow Lakes East Section Two on November 22, 1993 in Book C, Page 605 A and B; and

WHEREAS, Declarant further platted a portion of the real estate subject to this Declaration as, Willow Lakes East Section Three on AUGUST 29, 1994, in the Office of the Recorder of Johnson County, Book C, Page 446 A & B; and

WHEREAS, Section 7 of the Declaration requires that if the Declarant adds further sections expanding Willow Lakes East an Amendment and Supplemental Declaration shall be recorded imposing the terms and conditions of this Declaration upon such sections;

NOW, THEREFORE, pursuant to Section 7 and Section 8.13, the Declarant hereby amends and supplements the Declaration as follows:

1. Expansion of Willow Lakes East.

Willow Lakes East is hereby expanded to include, and the Declarant hereby imposes the terms and conditions of the Declaration and this Second Amendment and Supplement upon, the real estate described as Willow Lakes East

Section Three, the plat of which was recorded in the Office of the Recorder of Johnson County, Indiana on AUGUST 29, 1994, Book C, Page 646 A & B.

All provisions of the Declaration, to the extent they are not inconsistent with the amendments and supplements made herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment And Supplement to be executed on this 29TH day of AUGUST, 1994.

THOMAS HOMES, INC.

By: Norman R. Thomas, Pres.
Norman R. THOMAS, President

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public, in and for said State and County, appeared THOMAS HOMES, INC., by its president NORMAN R. THOMAS, who acknowledged, subscribed and swore to the provisions of the foregoing Second Amendment And Supplement To Declaration Of Covenants Conditions And Restrictions for Willow Lakes East, this 29th day of August, 1994.

My Commission Expires:

6-13-98

Linda L. Zickler
Notary Public LINDA L. ZICKLER
Resident of Johnson County, IN

AUG 29 3 38 PM '94

This document prepared by:
WILLIAM M. WALTZ, Attorney at Law
VAN VALER WILLIAMS & HEWITT
300 South Madison Ave., Suite 400
P.O. Box 405
Greenwood, Indiana 46142
(317) 888-1121

RECEIVED FOR RECORD
BOOK 67 PAGE 641
JACQUOLINE E. KELLER
JOHNSON COUNTY RECORDER

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Johnson County Record
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THIRD AMENDMENT AND SUPPLEMENT TO
DECLARATION OF COVENANTS CONDITIONS
AND RESTRICTIONS FOR WILLOW LAKES EAST

THIS AMENDMENT AND SUPPLEMENT made this 16th day of September, 1996 by THOMAS HOMES, INC., Norman R. Thomas, President ("Declarant") to amend and supplement the Declaration of Covenants Conditions and Restrictions for WILLOW LAKES EAST made June 17, 1992, and recorded in the Office of the Recorder of Johnson County, Indiana on June 17, 1992, as Instrument No. 92011649, in Book 64, Page 730, and the Amendment and Supplement thereto recorded November 22, 1993, as Instrument No. 93026756, in Book 66, Page 509, and the Amendment and Supplement thereto recorded August 29, 1994, as Instrument No. 94019564, in Book 67, Page 641 (together the "Declaration"),

WITNESSETH THAT:

WHEREAS, Thomas Homes, Inc. was the Declarant in the above-mentioned Declaration; and

WHEREAS, Section 8.13 of the Declaration reserves the right for Declarant to make amendments to the Declaration so long as Declarant owns at least three (3) lots within Willow Lakes East; and

WHEREAS, Declarant owns more than three (3) lots within Willow Lakes East on the date hereof; and

WHEREAS, Declarant platted a portion of the real estate subject to this Declaration as Willow Lakes East, Section One on June 15, 1992, in the office of the Recorder of Johnson County, Book C, Page 538 A & B, and Willow Lakes East, Section Two on November 22, 1993, in Book C, Page 605 A & B, and Willow Lakes East, Section Three on August 29, 1994, in Book C, Page 646 A & B; and

WHEREAS, Declarant further platted a portion of the real estate subject to this Declaration as, Willow Lakes East, Section Four on 9.17.96, 1996, in the Office of the Recorder of Johnson County, Book C, Page 742; and
A, B, C

WHEREAS, Section 7 of the Declaration requires that if the Declarant adds further sections expanding Willow Lakes East an Amendment and Supplemental Declaration shall be recorded imposing the terms and conditions of this Declaration upon such sections;

NOW, THEREFORE, pursuant to Section 7 and Section 8.13, the Declarant hereby amends and supplements the Declaration as follows:

1. Expansion of Willow Lakes East.

Willow Lakes East is hereby expanded to include, and the Declarant hereby imposes the terms and conditions of the Declaration and this Third Amendment and Supplement upon, the real estate described as Willow Lakes East, Section Four, the

plat of which was recorded in the Office of the Recorder of Johnson County, Indiana on _____, 1996, Book C , Page 792 . A, B, C

All provisions of the Declaration, to the extent they are not inconsistent with the amendments and supplements made herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment And Supplement to be executed on this 16th day of September , 1996.

THOMAS HOMES, INC.

By: Norman R. Thomas
Norman R. Thomas, President

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public, in and for said State and County, appeared THOMAS HOMES, INC., by its president NORMAN R. THOMAS, who acknowledged, subscribed and swore to the provisions of the foregoing Second Amendment And Supplement To Declaration Of Covenants Conditions And Restrictions for Willow Lakes East, this 16th day of September , 1996.

My Commission Expires:
 6-13-98

 Linda L. Zickler
Notary Public, LINDA L. ZICKLER
Resident of Johnson County, IN

THIS INSTRUMENT PREPARED BY:
Joe N. Van Valer, Attorney,
VAN VALER LAW FIRM,
299 West Main Street, P.O. Box 7575,
Greenwood, Indiana 46142.
317/881-7575

BY-LAWS
OF
WILLOW LAKES EAST OWNERS'
ASSOCIATION, INC.

BY-LAWS
OF
WILLOW LAKES EAST OWNERS' ASSOCIATION, INC.

ARTICLE I
Name and Location

The name of the Corporation is WILLOW LAKES EAST OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Corporation shall be located at GREENWOOD, INDIANA, but meetings of members and directors may be held at such places within the State of Indiana, as may be designated by the Board of Directors.

ARTICLE II
Definitions

Section 1. "Declarant" shall mean and refer to Thomas Homes, Inc., its successor and assigns as a Declarant.

Section 2. "Association", shall mean and refer to Willow Lakes East Owners' Association, Inc., an Indiana not-for-profit corporation, its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot in Willow Lakes East Subdivision, in Johnson County, Indiana, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions of Willow Lakes East recorded in Book 58, Page 123 in the Office of the Recorder of Johnson County, Indiana.

Section 5. "Lot" shall mean and refer to any lot shown upon any recorded subdivision map of Willow Lakes East Subdivision.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
Meeting of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular

meeting of the members shall be held at a time and date set by the Board.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by a majority of the Board of Directors, or upon written request of the members who are entitled to vote one-third (1/3) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, forty percent (40%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until quorum as aforesaid shall be presented or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

Board of Directors: Selection: Term of Office:

Section 1. Number. The initial number of directors shall be three (3). Each initial director or his/her replacement, appointed by the Declarant at its discretion, shall hold office until the Declarant transfers control of the Association to the Association pursuant to the Declaration. Thereafter, the number of directors shall remain three (3), but may be increased to nine (9), and their initial terms shall be one-third (1/3) for one year, one-third (1/3) for two years, and one-third (1/3) for three years, with the determination to be by lot.

Section 2. Term of Office. The Association, at its first annual meeting subsequent to the Declarant transferring control, shall elect one-third (1/3) of the directors for a term of one

year, one-third (1/3) of the directors for a term of two years and one-third (1/3) of the directors for a term of three years; and at each annual meeting thereafter the members shall elect one-third (1/3) of the directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Take Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Indemnification. The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he, his testator, or intestate, is or was a director or officer of the Association, against the reasonable expenses, including attorneys' fees, actually incurred by him in connection with the defense of such action, suit or proceeding unless such director or officer is liable for gross negligence or willful misconduct in the performance of his duties. The Association shall also reimburse to any such director or officer the reasonable costs of settlement or of judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the owners that such director was not guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a director or officer, no director or officer shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his 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 the managing agent (if any) or any officer thereof, or any accountant, attorney or other person, firm or corporation employed 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 or officer be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

The Association shall also indemnify any director or officer in any other circumstance in which such indemnification is permissible under the Indiana Business Corporation Law.

ARTICLE V
Nomination and Election of Directors

Section 1. Nomination. Nomination for election of the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time the next day which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon pertaining to the Drainage System, and to establish penalties for the infraction thereof;

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(d) To authorize the officers to enter into one or more management agreements with third parties, as necessary to facilitate efficient administration, management, repair and maintenance of the Common Area and Drainage System, subject in all respects to the Articles of Incorporation, these By-Laws and the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the regular assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Pursue collection of assessments which are not paid within thirty (30) days after due date and/or to bring an action at law against the owner personally obligated to pay the same or foreclose the lien against any lot;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Obtain on behalf of the Association casualty insurance for the Common Areas and Drainage System, liability insurance (including directors' and officers' insurance) and such other insurance as it deems necessary or advisable.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Perform the maintenance obligations of the Association as provided in the Declaration;

(h) To perform all other obligations of the Board or the Association as set out in the Declaration.

ARTICLE VIII Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, having such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any time later specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Vice-President, Secretary and Treasurer may be held by the same person. No person shall simultaneously hold the offices of President and Secretary.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all contracts, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The Vice-President shall act in the place instead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association, if any; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

TREASURER

(d) Unless delegated by the Board of Directors to a Managing agent, the treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of directors; shall sign all checks and promissory notes

of the Association; keep proper books of account; cause an annual audit of the Association; keep proper books of account; cause an annual audit of the Association of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE IX
Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, the By-Laws and the Management Agreement of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X
Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association regular and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due as called for in the Declaration shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of interest set out in the Declaration, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclosed the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or Drainage System, the services provided by the Association or the abandonment of his Lot.

ARTICLE XI
Corporate Seal

The Association may (but is not obligated to) have a seal in circular form having within its circumference the words: WILLOW LAKES EAST OWNERS' ASSOCIATION, INC.

ARTICLE XII
Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting of the Board of Directors, by a vote of a majority.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, we, being all of the Directors of Willow Lakes East Owners' Association, Inc., have hereunto set our hands this _____ day of _____, 1993.

By: _____, Director

(Name Printed)

By: _____, Director

(Name Printed)

By: _____, Director

(Name Printed)