

**DECLARATION OF COVENANTS  
OF TERRACE WOODS SUBDIVISION**

THIS DECLARATION OF COVENANTS is made by the undersigned, Cornerstone Development Company, LLC, also hereinafter referred to as "Developer."

WHEREAS, Developer is the owner of Lots 1 through 20 in Terrace Woods, Phase I, as recorded on the 27th day of August, 1997, as Instrument Number 97-10494 in Plat Book Q at page 278A in the office of the Recorder of Bartholomew County, Indiana, hereinafter also referred to as "Terrace Woods, Phase 1";

WHEREAS, Developer owns BLOCK "A", BLOCK "B", BLOCK "C", AND BLOCK "D" in Terrace Woods, Phase I, and the Developer intends to deed said blocks and certain other real estate to Terrace Woods Community Association, Inc., an Indiana not-for-profit corporation at some time or times in the future;

WHEREAS, Developer owns the remaining portion of the following described real estate located in Bartholomew County, Indiana, namely:

The Southwest Quarter of the Southwest Quarter of Section Thirty-four (34), Township Nine (9) North, Range Five (5) East, except, commencing at a point in the South line of said Quarter Quarter 413.7 feet West of the South east corner thereof; thence North with an angle to the right of 93 degrees 2 minutes a distance of 402.5 feet; thence West with an angle to the left of 82 degrees 38 minutes a distance of 178.3 feet; thence South with an angle to the left of 97 degrees 57 minutes a distance of 435 feet to a point in the South line of said Quarter Quarter; thence East with an angle to the left of 92 degrees 55 minutes a distance of 176.7 feet to the place of beginning, containing 1.7 acres, more or less, and containing after said exception 38.3 acres, more or less.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT, TO-WIT:

Part of the Southwest Quarter of the Southwest Quarter of Section 34, Township 9 North, Range 5 East lying in Columbus Township, Bartholomew County, Indiana, and more particularly described as follows, to-wit:

Beginning at a Railroad Spike in the centerline of County Road 200 South (formerly State Road 58) on the South line of the aforesaid Southwest Quarter Quarter, said railroad spike bears North 90E West (assumed bearing) a distance of 590.4 feet from the Southeast corner of the aforesaid Quarter Quarter, thence north 90E West along said centerline and South line 303.7 feet to a railroad spike, thence North 2E-11' East along an existing fence and fence line extended 437.18 feet to an iron pin; thence south 87E-02" East a distance of 308.90 feet to an iron pin, thence south 2E-55' West a distance of

421.42 feet to the point of beginning; containing 3.02 acres, more or less.

Containing after said exception 35.28 acres, more or less.

Subject to a permanent Easement for the Construction and Maintenance of Utilities Service to the City of Columbus, Indiana, recorded August 7, 1990 as Instrument #90-6350, in the Office of the Recorder of Bartholomew County, Indiana.

Subject to the right of way of County Road 300 W and County Road 200 S.

which Developer intends to further subdivide into residential lots in one (1) or more additional phases to be known as Terrace Woods, hereinafter also referred to as "Terrace Woods", and said term shall also include all lots in Terrace Woods, Phase I;

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values and amenities in Terrace Woods, to protect the Owners of the Lots in Terrace Woods against certain activities and development practices, to encourage the erection of attractive homes and improvements in Terrace Woods, to provide for the maintenance and use of the Common Areas to be owned by the Association, among other things, and in general to provide for a high quality residential development that will be a good and pleasant place to live;

NOW, THEREFORE, Developer declares that the Lots 1 through 20 in Terrace Woods, Phase I, hereinafter also referred to as "Lots," is and are and shall be held, transferred, sold, conveyed, and occupied subject to and in compliance with the covenants, restrictions, easements, charges, liens, and provisions hereinafter set forth; all of the provisions of this Declaration shall run with the title to said Lots and shall be binding upon Developer and upon all parties having or acquiring any right, title or interest, legal or equitable, in and to any of the Lots or any part or parts thereof and shall inure to the benefit of Developer and every one of Developer's successors in title to each Lot that is hereby made subject to this Declaration.

AND FURTHER, Developer may also subject other residential lots hereafter created by any recorded final plat of any additional real estate in Terrace Woods to this Declaration.

AND FURTHER, Developer hereby delegates and assigns to the Terrace Woods Community Association, Inc., an Indiana not-for-profit corporation, the power of owning, maintaining, and administering the Common Areas and facilities, administering and enforcing the covenants, conditions and restrictions as set forth herein, collecting and disbursing the assessments and charges hereinafter created pursuant to this Declaration, and promoting the recreation, health, safety, and welfare of the residents of Terrace Woods; however, this delegation and assignment shall not restrict or limit any of Developer's rights and remedies as set forth in this Declaration.

**ARTICLE I**

**DEFINITIONS**

**Section 1.** "**Articles**" means the Articles of Incorporation of Terrace Woods Community Association, Inc., a copy of which marked Exhibit "A" is attached hereto, together with all amendments and addition thereto.

**Section 2.** "**Association**" shall mean and refer to Terrace Woods Community Association, Inc., an Indiana not-for-profit corporation, and its successors and assigns.

**Section 3.** "**Board of Directors**" means the Board of Directors of Terrace Woods Community Association, Inc.

**Section 4.** "**By-Laws**" shall mean the By-Laws adopted by the Terrace Woods Community Association, Inc., a copy of which marked Exhibit "B" is attached hereto, together with all amendments and additions thereto.

**Section 5.** "**Committee**" shall mean the Design Review Committee, as established pursuant to this Declaration and the By-Laws of the Association.

**Section 6.** "**Common Area(s)**" shall mean all real estate owned by the Association (including BLOCK "A", BLOCK "B", BLOCK "C", BLOCK "D" and BLOCK "E"), in Terrace Woods, Phase I, and including any improvements now or hereafter located thereon, after title thereto is deeded to the Association, but not including any public streets or public improvements to be maintained by any governmental entity.

**Section 7.** "**Common Expenses**", "**Assessments**", "**Annual Assessments**", and "**Special Assessments**", shall mean and refer to the expenses of administration of the Association and expenses for the upkeep, maintenance, repair, and replacement of the Common Areas and the improvements located thereon, including regular, periodic, annual and special assessments, as provided for in this Declaration together with all sums lawfully assessed against the Owners by the Association as from time to time provided by its Articles of Incorporation and By-Laws.

**Section 8.** "**Declaration**" shall mean and refer to this Declaration of Covenants, together with all amendments and additions thereto.

**Section 9.** "**Developer**" shall mean and refer to Cornerstone Development Company, LLC, and any of its successors and assigns; provided, however, that no successor or assignee of Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are assigned in the instrument of succession or assignment.

**Section 10.** "**Lot**" and "**Lots**" shall mean and include each and every parcel of real estate that can be used for single family residential purposes described by one of the plats of the real estate located in Terrace Woods which has received final approval by the appropriate governmental entity and is recorded in the office of the Recorder of Bartholomew County, Indiana, and which is or are subject to this Declaration (by the terms of this Declaration or by any additional Declaration of Covenants), but "Lot" shall not include any Block or Common Area located in Terrace Woods.

**Section 11.** "Majority of the Owners" or "Majority of Owners" shall mean and refer to those Owners, as that term is defined in Section 12. of this Article, who are members of the Association and who collectively own fifty-one percent (51%), or more, of the Lots as that term is defined in Section 10. of this Article.

**Section 12.** "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, but excluding those having such interest merely as security (such as a mortgage) for the performance of an obligation, and "Owners" shall mean and refer to all of such persons and entities. "Owner" does not include the Association.

**Section 13.** "Subdivision," "Plat," and "Terrace Woods" shall mean and refer to Terrace Woods, Phase I, and Terrace Woods to the extent the real estate located therein is made subject to this Declaration.

**Section 14.** "Rules and Regulations" means such rules and regulations as the Association and Board of Directors from time to time may adopt relative to the use of the Common Areas, or any part thereof, or relative to any other matter.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO**

The real estate which is and shall be held, transferred, sold, conveyed, and occupied subject to all of the provisions of this Declaration and as the same may be properly amended from time to time is located in Bartholomew County, Indiana, and is described as follows:

Lots 1 through 20 in Terrace Woods, Phase I, as recorded on the 27<sup>th</sup> day of August, 1997, as Instrument Number 97-10494 in Plat Book Q at page 278A in the office of the Recorder of Bartholomew County, Indiana.

Each additional Lot in Terrace Woods shall also be held, transferred, sold, conveyed, and occupied subject to all of the provisions of this Declaration and as the same may be properly amended from time to time after being subjected to this Declaration by the owner thereof.

## **ARTICLE III**

### **TERRACE WOODS COMMUNITY ASSOCIATION, INC.**

**Section 1. Organization.** There has been or will be created under the laws of the State of Indiana, a not-for-profit corporation known as Terrace Woods Community Association, Inc., which is charged with the duties and vested with the powers described by law and as set forth in its Articles of Incorporation and By-Laws, provided that its Articles of Incorporation or By-Laws shall not for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration, or as it may be hereafter properly amended.

#### **Section 2. Purposes of the Association.**

(a) **On-going Legal Entity.** The general purpose of the Association is to

create an on-going legal entity responsible for the continuous and adequate maintenance of the Common Area(s), and to provide any other services that the Board of Directors may deem appropriate to promote the health, safety and welfare of the members and the protection and enhancement of property values within Terrace Woods.

- (b) **Operation of Common Areas.** Another purpose of the Association is to provide a means whereby the Common Areas and other areas as described in this Declaration within Terrace Woods may be operated, maintained, repaired or replaced.
- (c) **Enforcement of Regulations.** An additional purpose of the Association is to provide a means for the promulgation and enforcement of regulations necessary to govern the use and enjoyment of such Common Areas within Terrace Woods.
- (d) **Regulation of Design and Construction.** Another purpose of the Association is to regulate design and construction of improvements throughout the Common Areas and Terrace Woods during the initial development stages and afterwards, in order to promote a high quality, aesthetically pleasing, architecturally sound environment and to generally maintain and enhance property values throughout Terrace Woods.
- (e) **Regulation of Offensive Activities.** Furthermore, it is the Association's purpose to regulate noxious or offensive activities throughout the Common Areas and Terrace Woods which may become unreasonable annoyances or nuisances to members of the Association.

**Section 3. Membership.** Membership in the Association is limited to Owners of Lots in Terrace Woods. Membership is automatic with and appurtenant to such ownership. Every Owner of a Lot shall be a member of the Association, and by taking title to a Lot each Owner shall be conclusively deemed to have consented to admission as a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Membership may be evidenced by a certificate. There are two (2) different classes of membership as stated herein.

**Section 4. Voting.** The Association shall have two (2) classes of voting memberships:

- (a) **Class A.** Class A members shall be all Owners of single family residential Lots in Terrace Woods (except for Cornerstone Development Company, LLC, while such company is a Class B member and except for the successors or assigns of Cornerstone Development Company, LLC, who shall succeed to its rights under this Declaration while such successor or assign is a Class B member) and the Owner(s) of each Lot shall be entitled to one (1) vote for each Lot. If a Lot is owned by more than one person, or owned by a corporation or other entity, a certificate of appointment, designating the individual entitled to cast the vote for the Lot, shall be filed with the Secretary of the Association. Such certificate shall be valid until revoked, or until superseded by a subsequent certificate, or until a change of ownership in the Lot occurs. A certificate designating the person entitled to cast the vote of the Lot may be revoked by any Owner of the Lot by giving prior written

notification to the Secretary. The Secretary may waive the filing of the certificate where the Lot is owned by a married couple and only the husband or wife votes. In no event shall more than one (1) vote be cast with respect to any one Lot.

(b) **Class B.** The Class B member shall be Cornerstone Development Company, LLC, or its successors or assigns, who shall succeed to its rights under this Declaration, and such member shall be entitled to six (6) votes for each Lot it owns. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (1) when title to all Lots in Terrace Woods have been conveyed by Developer or by its successors or assigns, to persons or entities other than successors and assigns who are assigned all of Developer's rights under this Declaration, or
- (2) when Cornerstone Development Company, LLC, or its successors or assigns who are assigned all of Developer's rights under this agreement, requests the Association to convert its Class B membership to Class A membership.

**Section 5. Duties of Association.** The Association shall have the duty of enforcing the provisions of this Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of the provisions hereof. In addition to such enforcement remedies as may be contained in the Articles and By-Laws of the Association, failure of any member to comply with the Rules and Regulations of the Association shall be deemed to be a violation of this Declaration enforceable by the Association.

The Association is required to reasonably maintain and repair and has the power and authority to manage and regulate the use of all real estate and Common Areas owned by the Association, and all improvements located thereon, including all signs owned by the Association, but not including the maintenance or repair of any streets or public improvements to be maintained by any governmental entity.

The Association shall also have the duty to pay all property taxes lawfully owed on all property owned by it, as the same become due and owing, and this obligation may also be enforced by the Columbus Plan Commission.

**Section 6. Board of Directors.** The affairs of the Association shall be conducted by a Board of Directors who shall be appointed or elected in the manner provided in the By-Laws. Notwithstanding any provision of the By-Laws of the Association, the Developer, for itself and for its successors and assigns, reserves the right and shall be entitled to elect the Board of Directors of the Association, until the cessation of its Class B membership as provided in this Declaration.

The within reservation may not be amended, rescinded, revoked, modified, or altered without the express written consent of the Developer, or of its successor and or assignee.

**Section 7. Powers of the Board.** The Board shall be composed of members of the Association or appointees of the Developer and shall have powers and duties as specifically conferred upon it by the Association or as otherwise set

forth in this Declaration, the Articles or the By-Laws.

The Board shall have the power and duty to provide for the following:

- (a) Grass mowing and reasonable maintenance of the Common Areas and any improvements located therein;
- (b) The operation and maintenance of all recreation facilities and improvements, if any, in the Common Areas;
- (c) Reasonably maintaining any signs constructed by the Developer, or its successors or assigns, in the Common Areas in good repair;
- (d) Public liability insurance for its activities and property, if available;
- (e) Such other insurance, including workman's compensation insurance, as required by law, or as the Board may determine;
- (f) Payment of property taxes lawfully owed on all property owned by the Association, as the same becomes due and owing;
- (g) Any legal or accounting services necessary or proper for the execution of its functions;
- (h) The Board shall have the right to determine what is necessary and proper to furnish (such as improvements, tools, equipment, appliances and other personal property) for the Common Areas, and any other materials, supplies, labor, services, maintenance, repairs, structural alteration, or insurance, which the Board deems necessary;
- (i) The Board's power shall be limited in that it shall have no authority to acquire and pay out of its general fund for new capital additions and improvements in the Common Areas costing Five Thousand Dollars (\$5,000.00) or more (not including maintenance, repairs, or replacements of existing improvements), unless such additions or improvements, have been approved by the Developer or by a vote of a Majority of the Owners;
- (j) The power and duty to designate a banking institution as depository for the Association's funds, and the authority to borrow on behalf of the Association under Five Thousand Dollars (\$5,000), and any borrowing in excess of that amount shall require approval of the Developer or be approved by a vote of a Majority of the Owners;
- (k) The power and duty to adopt and amend rules and regulations from time to time governing, regulating, and restricting the use of the Common Areas, and to enforce such rules and regulations;
- (l) Any other power and authority as set forth in this Declaration of Covenants or in the Articles of Incorporation or By-Laws of the Association.

**Section 8. Articles of Incorporation and By-Laws.** The Articles of Incorporation and By-Laws of the Association shall be substantially in the form

attached hereto and marked Exhibit "A" and Exhibit "B", and as the same may be properly amended.

**ARTICLE IV**  
**COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS**

The Association is expressly authorized and empowered to levy annual and special assessments against its members and against the Owners of all Lots. These assessments shall be uniform for any class of membership, except as otherwise provided herein. **However, notwithstanding any other provision in this Declaration to the contrary, Developer shall not be required to pay any annual or special assessment for any Lot owned by Developer nor shall any Lot be subjected to any lien for the payment of any such regular or special assessment during such time as it is owned by Developer nor shall any Owner of a Lot who purchases a Lot from Developer be required to pay any annual or special assessment for such Lot for such period of time agreed to by Developer not to exceed twelve (12) months after completion of the construction of a residential dwelling on such Owner's Lot or twelve (12) months after issuance of a certificate of occupancy for a residential dwelling constructed on such Owner's(s') Lot, whichever first occurs nor shall such Lot be subjected to any lien for the payment of any such regular or special assessment during such time.**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.**

Except as otherwise provided in this ARTICLE IV, each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges and special assessments for maintaining, repairing, and replacing any improvements in the Common Areas and for the expenses of the Association, and (2) special assessments for capital additions and improvements or structural alterations in the Common Areas, such assessments to be established and collected as hereinafter provided.

**Section 2. Establishment of Assessments.** All sums assessed by the Association shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and major repairs of the improvements located in the Common Areas, which funds shall be used for those purposes and not for usual and ordinary maintenance repair expenses of the Common Area and facilities. This fund for capital expenditures shall be maintained in separate interest bearing accounts or investments that are not commingled with other funds.

**Section 3. Annual Assessments.** The annual assessments, together with interest thereon as stated in Section 4., reasonable attorney's fees incurred by the Association relating to the collection of such assessments and other reasonable costs of collection, shall be the personal obligation of the person(s) who was/were the Owner of such property at the time when the assessment became due.

**Section 4. Effect of Nonpayment of Assessments.** Assessments (or any monthly installments of such assessments, if approved by the Board of Directors) which are not paid within thirty (30) days after the same shall become due shall bear interest at eighteen percent (18%) per annum on the daily unpaid balance. If any Owner shall fail, refuse or neglect to make any payment of any Assessment, when due, the Board of Directors of the Association may, in its discretion, declare the entire balance of unpaid assessment to be due and



payable, with interest as aforesaid, and record a written Nonpayment Certificate and Notice of Lien against said Owner's(s') Lot substantially in the form as shown by Exhibit "C" attached hereto, in the office of the Recorder of Bartholomew County, Indiana, which Nonpayment Certificate and Notice of Lien shall perfect the lien of the Association and have the same force and effect as, and be enforced in the same manner as, a mortgage lien under Indiana law, and shall include the right of the Association to collect reasonable attorney's fees and costs of collection incurred by the Association relating to the collection of such assessments and/or the foreclosure of such lien. If an assessment remains unpaid after the same shall become due, then the Owner may not vote on any matter relating to the Association until such assessment and all interest and attorney's fees and other costs of collection as stated herein are paid in full. Also, such Owner's(s') rights, including the rights of such Owner's(s') family and guests, to use all or any portion of the Common Areas and facilities may be suspended by the Board of Directors until such time as such assessments on such Owner's(s') Lot and the interest, attorney's fees, and other costs of collection are paid in full. No Owner may waive or otherwise escape personal liability for the assessments provided for in this ARTICLE IV by non-use of the Common Areas or facilities or by abandonment of the Owner's Lot.

**Section 5. Subordination of the Lien to Mortgages.** The lien of the assessments provided for in this ARTICLE IV shall be subordinated to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer of title to a Lot by an Owner shall relieve such Owner from liability for any assessments becoming due prior to such sale or transfer of title or from the lien thereof.

**Section 6. Purpose of Assessments.** The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of residents of Terrace Woods including, but not limited to, the improvement and maintenance of the improvements located in the Common Areas and facilities or relating to any duties or powers of the Association or Board of Directors.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments, provided for herein, shall commence on the first day of the month following the conveyance of all or any portion of any real estate to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the initial annual assessment against each Lot. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, within a reasonable time after demand by an Owner and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of a Lot is binding upon the Association on the date of its issuance.

Prior to each calendar year, the Board shall consider the current and future needs of the Association, including expenditures for which Special Assessments may be levied, and shall fix by resolution the amount of the annual assessment for the next calendar year, for purposes other than new capital additions and improvements in the Common Areas costing Five Thousand Dollars (\$5,000.00) or more (not including maintenance, repairs, or replacements of existing improvements), to be levied against each Lot in Terrace Woods, except as otherwise provided in this Declaration.

Except as otherwise provided in this Declaration, Owners of Lots purchased from the Developer or from the Developer's successors or assigns shall be personally liable for the payment of the assessments that become due and owing after becoming an owner of a Lot and during such ownership.

**Section 8. Special Assessments for Capital Improvements.** In addition to the Annual Assessments authorized above, the Board of Directors may levy, in any assessment year, any special assessment ("Special Assessment") for the purpose of defraying, in whole or in part, the cost of new capital additions and improvements in the Common Areas costing Five Thousand Dollars (\$5,000.00) or more, provided that any such assessment shall be approved by the Developer or by a vote of a Majority of the Owners.

**Section 9. Notice and Quorum for any Action Authorized under Section 8.** Any action authorized under Section 8 of this **ARTICLE IV** and requiring an approval of a certain percentage of the members shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast in person and by proxy at such meeting, but such vote is less than a vote of a Majority of the Owners, members who were not present in person or by proxy at such meeting may give their approval in writing, provided the same is obtained not later than thirty (30) days from the date of such meeting.

**Section 10. Uniform Rates of Assessment.** Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots, except as otherwise provided herein. Annual Assessments may be paid on a monthly, quarterly, semi-annual, or annual basis as established by the Board of Directors, but, if paid on other than an annual basis, default in the payment of any one installment shall cause the entire unpaid assessment for the year in which the delinquency occurs to become immediately due and payable.

## **ARTICLE V**

### **INSURANCE**

**Section 1. Insurance - Common Areas.** The Board of Directors shall have the authority to and shall obtain comprehensive public liability insurance in such limits as it shall deem desirable, and workmen's compensation insurance, and other liability insurance as it may deem desirable, insuring the Association, its Board of Directors, and any of its employees or agents from liability in connection with the Common Areas and activities of the Association.

**Section 2. Casualty and Restoration.** In the event of damage or destruction of any Common Area or improvements located thereon, then the Association shall cause such damage or destroyed Common Area to be promptly repaired and restored, unless determined otherwise by the Board of Directors.

## **ARTICLE VI**

### **EASEMENTS**

**Section 1. Reservations.** Easements for installation and maintenance of utilities and drainage improvements and facilities are reserved as shown on the

plat of Terrace Woods and no private structure may be erected therein. No Owner of any Lot shall erect or grant to any person, firm or corporation, the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the subdivision). All utility lines and connection, electric, telephone, cable, and any other wiring within Terrace Woods shall be placed underground. In addition to the underground facilities located within these easements, surface drainage swales and channels are or will be established in the drainage and utility easements and are an integral part of the total drainage system in Terrace Woods, and no Owner shall obstruct, reroute, fill, regrade or otherwise alter or permit such alterations to be made or exist without the written permission of the Columbus Board of Public Works and Safety.

**Section 2. Use or Maintenance by Owners.** The areas of any Lot affected by the easements reserved herein or reserved in the plat of any Lot in Terrace Woods shall be landscaped and maintained continuously by the Owner of such Lot where such easement is located, but no structures may be placed, or permitted on, or permitted to remain or other activities undertaken, thereon which may damage or interfere with the use of the easement for the purposes herein set forth or as set forth on said plat.

**Section 3. Construction Easements and Rights.** Notwithstanding any provision of this Declaration, so long as the Developer or its successors and assigns is engaged in developing or improving any portion of Terrace Woods, the Developer or such persons acting under authorization of Developer shall have an easement of ingress, egress and use over any lands or Lots including all Common Areas not conveyed to an Owner for occupancy for:

- (a) Movement and storage of building materials and equipment;
- (b) Erection and maintenance of directional and promotional signs;
- (c) Conduct of sales and other promotional activities, including, but not limited to, maintenance of model homes and sales offices;
- (d) Construction or completion of any or all improvements of any kind and all activities relating thereto;
- (e) Repairs required by this Declaration or contracts of sale made with Lot purchasers; and
- (f) Construction and maintenance of drainage improvements and facilities, including but not limited to drainage ditches, swales, pipes, tiles, and catch basins.

## **ARTICLE VII**

### **DESIGN REVIEW COMMITTEE**

#### **Section 1. General Powers.**

- (a) No house, garage, building, structure, building addition, fence, wall, swimming pool, or hot tub or spa located outside of a dwelling

or any other structure shall be erected, constructed, or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereof be made until two (2) sets of plans and specifications showing the design, size, shape, height, exterior materials and location of the same in relation to the Lot lines and a certified site plan with finished floor elevation, and landscape plan shall have been submitted to and approved in writing by the Design Review Committee of the Association, hereinafter also referred to as "the Committee." The Committee shall also have all of the other, power, authority, and duties as contained in the other provisions of this Declaration of Covenants, and in the Articles of Incorporation and By-Laws of the Association.

- (b) The application shall show the location of all improvements that are currently existing, if any, on the Lot, and the location of all proposed improvements to be constructed; front, rear, and all side elevations of each improvement, showing the relationship of each proposed improvement to the existing structures and to the Lot lines, except as otherwise permitted by the Architecture Control Committee. The application shall also specify all exterior building materials, except as otherwise permitted by the Design Review Committee. The application shall also show any other material the Committee requests.
- (c) The Committee shall have the power to render decisions on such other matters as are referred to the Committee under this Declaration, with the applications for such decisions and the rendering thereof to be in accordance with such rules and regulations as may from time to time be adopted by the Committee.

**Section 2. Grounds for Disapproval.** The Committee may disapprove any application for the following reasons:

- (a) If such application does not comply with any provision of this Declaration.
- (b) The proposed improvements do not comply with any of the provisions of this Declaration of Covenants or with the architectural guidelines for Terrace Woods, as such guidelines may be adopted and amended from time to time by the Committee.
- (c) All construction must be of a conventional nature. No plans will be approved for any type of modular or prefabricated building, except that panelized wall construction may be permitted by the Committee if all other aspects of construction meet the approval of the Committee.
- (d) Because of dissatisfaction of the Committee with location of improvements on the Lot, finished ground elevation, color scheme, finish, design, proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch, or type of roof proposed to be placed thereon, or for purely aesthetic reasons.
- (e) If in the judgment of the majority of the Committee members, the proposed improvement will be inharmonious with the general character

of improvements in Terrace Woods or with the improvements erected on other Lots.

**Section 3. Liability.** Notwithstanding the approval by the Committee of plans and specifications, neither it, nor any of its members or agents, the Developer, nor any of their respective heirs, personal representatives, agents, successors or assigns, nor any person acting on their behalf shall be responsible in any way for defects or deficiencies in any plans or specifications or in any design or engineering work, or other material submitted to the Committee, nor for the defects in any work done pursuant thereto. Neither the Developer, the Committee, nor any of its members or agents shall be liable to anyone by reason of any mistake in judgment, negligence, or nonfeasance arising out of or relating to the approval, disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects or damages caused by such plans or designs or in any building or structure erected according to such plans or any drainage problems resulting therefrom. Every person and entity who submits plans to the Committee agrees, by submission of such plans, that they or it will not bring any action or suit against the Association, Board of Directors, the Design Review Committee or the Developer or any of their respective members, heirs, personal representatives, successors or assigns, nor any person acting on their behalf to recover any damages or to require the Committee or the Developer to take, or refrain from taking, any action whatever in regard to such plans or in regard to any building or structure erected in accordance therewith. Neither the submission of any complete sets of plans and specifications to the Committee, nor the approval thereof by that Committee, shall be deemed to be a guarantee by the Developer or by the Committee of the actual construction of the building, structure, or improvement therein described.

**Section 4. Committee Membership.** The Committee shall be composed of not less than two (2) nor more than five (5) members, to be appointed by the Developer. A majority of the Committee may designate a representative to act for it. Committee members shall be subject to removal by Developer, and any vacancies shall from time to time be filled by the Developer. The power to appoint or remove Committee members shall be transferred permanently to the Board of Directors of the Association upon the sale by the Developer of all Lots within Terrace Woods that are made subject to this Declaration, or at any time prior thereto at the discretion of the Developer.

**Section 5. Rules and Regulations.** The Committee may from time to time adopt written rules and regulations of general application governing its procedures and approval criteria. Copies of the criteria shall be available to the Owners of the Lots and to prospective purchasers of Lots.

**Section 6. Variance.** The Committee may grant reasonable variances or adjustments from its approval criteria where literal application may cause unreasonable undue hardship as determined by the Committee, as long as it determines that such variances or adjustments are not injurious or detrimental to the Owners of other Lots.

**Section 7. Certification of Compliance.** At any time prior to or after the completion time of construction of an improvement the Committee may require a written certification, from the Owner, licensed surveyor, or builder that such improvement does not violate any set-back rule, ordinance or statute, nor does such improvement encroach upon any easement or right-of-way of record, and that all construction is in compliance with plans and specifications approved by the

Committee.

**Section 8. Administration Fees.** As a means of defraying its expenses, and costs, the Committee may require a filing fee to accompany any application for approval. The Committee may establish, increase, or reduce this fee at any time.

**Section 9. Address and Telephone Number.** The Committee shall keep the Owners of the Lots advised as to its address and telephone number.

**Section 10. Enforcement.** If, in any event, any improvement on a Lot shall be commenced without approval of the Committee, or if any improvement on a Lot is so constructed which is not in compliance with plans approved by the Committee, the same shall constitute a violation of this Declaration. In addition to the remedies for violation of any portion of this Declaration as set forth in ARTICLE XI, the Committee and/or any Lot Owner(s) shall have the power and authority to institute any appropriate proceeding to enjoin or otherwise prevent a violation of the provisions of this Declaration, to recover damages caused by such violation, and if such action is successful the Owner causing or permitting such violation shall pay the reasonable attorney fees and costs incurred by the Committee or Lot Owner prosecuting such action.

## **ARTICLE VIII**

### **MAINTENANCE**

**Section 1. Maintenance.** The Owner of each Lot shall keep the house and improvements on such Owner's Lot neat and attractive, and shall perform such maintenance of the house, improvements, and lawn and landscaping as may be reasonably necessary to protect the value of neighboring property. In the event an Owner in Terrace Woods shall fail to maintain the house and improvements, lawn, and landscaping located on such Owner's Lot in a manner reasonably satisfactory to the Board of Directors of the Association, then after approval by a two-thirds (2/3) vote of the Board of Directors the Board of Directors shall have the right, through its agents and employees, to bring an action to compel the Owner to comply with these obligations. The cost of such maintenance shall be added to and become a part of the assessment to which such Lot and the Owner(s) thereof are subject and shall be enforced in the same manner as other assessments provided for herein.

**Section 2. Maintenance of Common Areas.** The Association shall be responsible for the reasonable maintenance, repair, and replacement of all the Common Areas and improvements located thereon.

**Section 3. Drainage Easements.** The drainage easements as shown on the plat of Terrace Woods or any part thereof as recorded in the office of the Recorder of Bartholomew County, Indiana, shall be governed as set forth herein. They shall, at all times, be maintained as designed and constructed and in a reasonably operable condition. The drainage easements shall be perpetual easements for the use of the Owners of the Lots, the Developer, and its successors and assigns, and/or an appropriate governmental entity and shall be used, in part, to provide drainage of surface water and moisture from Terrace Woods. Any costs incurred to correct or repair a drainage failure in a drainage easement shall be the responsibility of the Association as set forth in ARTICLE IV of this Declaration, unless such failure was caused by the act or omission of

an Owner or by any occupant of an Owner's Lot, in which case the costs of such correction or repair become a part of the assessment to which such Owner's(s') Lot is subject as provided in this Declaration.

## ARTICLE IX

### ADDITIONAL RESTRICTIONS AND COVENANTS

**Section 1. Residential Use and Utilities.** No Lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling not to exceed two and one-half (2 1/2) stories in height, a private garage, and other accessory buildings and structures as approved by the Committee. No mobile homes, house trailers, or homes that are substantially manufactured or built in any location other than the Lot where the same is placed are permitted in Terrace Woods. Each detached dwelling shall include an attached two (2) car or three (3) car garage. No building or structure shall be located on any Lot, except as approved by the Committee as described in this Declaration. No primary individual water supply system and/or any type of sewage disposal system shall be permitted on any Lot, without the approval of the Columbus City Utilities. All dwellings shall have modern plumbing and shall be connected to the public water and sewer system.

**Section 2. No Commercial Enterprises.** No Lot shall be used for any purpose other than as a single family residence, except as otherwise stated in this Declaration and except that a home occupation, defined as follows may be permitted: any use conducted entirely within the dwelling and participated in solely by a member of the immediate family residing in said dwelling, which is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof and in connection with which there is: (a) no sign or display on the Lot or in Terrace Woods that indicates that the dwelling is being utilized in whole or in part for any purpose other than for residential purposes; (b) no commodity or service is sold upon the Lot; (c) no person is employed in such home occupation other than a member of the immediate family residing in the dwelling; and (d) the home occupation is permitted in Terrace Woods by applicable zoning laws and ordinances. In no event shall a barber shop, styling salon, beauty parlor, tea room, licensed or unlicensed child care service or other licensed or unlicensed baby-sitting service, animal hospital, or any form of animal care or treatment such as dog trimming be permitted on any Lot.

**Section 3. Building Size.** No dwelling shall be built on any Lot having the living area of the main structure, exclusive of one-story open porches, breezeways or garages, of less than the following number of square feet for the following types of dwellings: Each detached single family dwelling constructed shall have a fully enclosed floor area [exclusive of basements (regardless of finish), roofed or unroofed porches, terraces, garages, decks, carports, or other outbuildings] of not less than one thousand three hundred (1,300) square feet. All two (2) story dwellings and one and one-half (1 1/2) story dwellings shall have a minimum first floor area of nine hundred (900) square feet.

**Section 4. Building Setback.** No dwelling nor any other buildings or structures, except for fences as approved by the Committee, shall be located on any Lot nearer to any Lot line than the minimum building setback lines as may be shown or indicated on any plat of Terrace Woods as recorded in the office of the Recorder of Bartholomew County, Indiana, or as allowed by applicable zoning

ordinances. No dwelling (measured from the eaves), porch, garage, carport, or other structure may be constructed, erected, or maintained closer to the front or side street line than the building setback line as shown on the plat or as defined in the City Zoning Ordinance nor closer to the side property line than five (5) feet. The location of all dwellings and structures must be approved by the Committee prior to construction. No fence, wall, hedge, tree, or shrub planting which obstructs sight lines at elevations between 2.5 and 8 feet above the street shall be placed or permitted to remain on the lots within the "visibility triangle" as described by the Zoning Ordinance of the City of Columbus, Indiana.

**Section 5. Garages.** Every single family dwelling unit constructed within Terrace Woods shall have on the same Lot or parcel, enough enclosed automobile storage for at least two (2) and no more than three (3) automobiles. Only one (1) driveway is permitted for each Lot, unless the Committee gives approval in writing for any changes. Any use of one (1) driveway for two (2) Owners will also require that a legal easement be established between the Owners prior to approval by the Committee.

**Section 6. Storage, Temporary Structures, and Parking.** No structure of a temporary character, trailer, boat, boat trailer, semi-truck, tractor truck, commercial vehicle, farm equipment or machinery, recreational vehicle, motor home, camper, or camping trailer, shall be either used or located on any Lot, or adjacent to any Lot, public street or right-of-way in Terrace Woods at any time for more than twenty-four (24) consecutive hours, or used as a temporary or permanent residence in Terrace Woods at any time, unless kept within a fully enclosed garage so as not to be visible from any street or other Lot, except as otherwise stated herein, or as otherwise approved in writing and in advance by the Committee. No temporary buildings or other temporary structures shall be permitted on any Lot; however, trailers, temporary buildings, barricades and the like shall be permitted for construction purposes during the construction period of a permanent building, but shall be removed as soon as construction is complete.

**Section 7. Accessory Buildings.** No accessory buildings or structures shall be erected on any Lot prior to the erection thereon of a dwelling. In no event shall any accessory building or structure ever be used for human habitation or occupancy. Only with the prior written approval of the Committee, may detached accessory buildings and structures, including but not limited to garages, sheds, or other structures, be constructed on any Lot.

**Section 8. Yard Lights.** The Owner of each Lot shall install and maintain a yard light, located five feet (5') behind the sidewalk located across the front of the Lot and three feet (3') to five feet (5') from the edge of the driveway located on the Lot. Said lights shall be five feet (5') to seven feet (7') in height and shall be fitted with a device which automatically turns it on at dusk and off at dawn. The light bulb in said light shall provide a white light and the maximum power shall be 75 watts. ***(Note: Later removed by amendment)***

**Section 9. Lights.** No light shall be suspended from a pole in excess of ten (10) feet from the ground, except those owned and maintained by the Developer or as expressly approved by the Committee. No exterior lights, the principal beam of which shines upon portions of a Lot other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of a Lot by the occupants thereof shall be permitted in Terrace Woods, except as otherwise permitted by this Declaration. Nothing



herein shall be construed to prohibit street lighting by governmental entities or other lighting as approved by the Committee.

**Section 10. Signs.** No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than six (6) square feet advertising such Lot for sale. Rummage or other sale signs may be placed on Lots for no more than seven (7) days in a calendar year. The Committee must be consulted for any exceptions and any exception granted by the Committee must be secured in writing before the placement of additional signage.

**Section 11. Antennas and Solar Panels.** No receiving or transmitting antenna shall be located on any Lot, except entirely inside a dwelling. No satellite receiving or reception disk, dish, antenna, or other device shall be permitted on any Lot, except entirely inside a dwelling or except for one (1) such disk, dish, antenna, or device being thirty-nine inches (39") or less in diameter or diagonal measurement as specifically approved by the Committee in writing and in advance. To the extent any of the foregoing restrictions are prohibited or unenforceable pursuant to any law or regulation, then the Committee shall approve the size, location, and placement of any such disk, dish, antenna, or other device on any Lot to the extent it may do so under applicable law or regulation. No solar panels or solar heating devices shall be located on any Lot, except as specifically approved by the Committee in writing and in advance.

**Section 12. Pools and Hot Tubs.** Except as otherwise provided herein, no above ground pool which is more than six (6) feet in diameter or is more than eighteen (18) inches deep shall be placed or maintained on any Lot. Hot tubs and spas located outside of a dwelling shall be permitted only with the prior written approval of the Committee. No in-ground pool, hot tub, or spa shall be permitted in front of a dwelling toward the street, and it must be located entirely within the rear and side building set-back lines. All pools must be enclosed by a fence with materials, style, and color as approved in advance and in writing by the Committee.

**Section 13. Sidewalks and Driveways.** All Lots shall have a sidewalk along the entire width of Lot, and along side yard on corner Lots. All sidewalks shall be at least four inches (4") thick and four and one-half feet (4 1/2') wide, and shall be constructed to specifications required by the City of Columbus at the Owner's expense, at the time of construction of the dwelling. (Current City specifications on all sidewalks allows a maximum of 1/4 inch per foot cross slope, including sidewalks which extend through driveways) All driveways and parking areas on a Lot shall be poured concrete, masonry, or asphalt, or such other materials as approved by the Committee.

**Section 14. Fences.** The only fencing permitted on any Lot shall be as approved by the Committee.

**Section 15. Construction and Construction Materials.** After commencement of construction of any structure, the Owner shall diligently execute the work thereon, to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof and in all circumstances construction shall be completed within twelve (12) months. All exterior building materials, including roofing, must be approved in advance of construction and in advance by the Committee.

**Section 16. Landscaping.** Every Lot on which a building shall have been

placed shall be landscaped according to plans approved by the Committee which shall be maintained thereafter in a sightly and well-kept condition. Each Lot must have a minimum of two (2) trees of at least one and one-half (1 1/2) inch caliper and of a species and location approved by the Committee which shall be planted on each Lot by the Owner between the sidewalk in the front yard and the curb of the street (in the case of a lot having frontage on two (2) streets at least two (2) of said trees shall be planted between the sidewalk and the curb of each street) as soon after completion of construction of a dwelling as the season permits. Landscaping shall be installed on each Lot by the Owner as soon after completion of the dwelling as the season permits. All landscaping shall be maintained in a manner to keep an attractive appearance. Landscape maintenance shall include adequate mowing, watering, weed killing, fertilizing, and trimming as necessary to keep an attractive appearance.

**Section 17. Maintenance of Lots.** All Lots, whether vacant or improved, occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or hazardous. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and reasonably free of trash and other unsightly material. Failure to keep weeds and grass cut to a height of eight (8) inches or less on unimproved lots or four (4) inches or less on improved Lots above the ground shall constitute a failure to comply with the foregoing requirement. All dwellings shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Committee.

**Section 18. Nuisances.** No nuisances or any activities that are noxious or offensive to a reasonable person shall be permitted on any Lot or parcel in Terrace Woods, nor shall anything be done thereon which is an annoyance or nuisance to the neighborhood. No speakers, horns, whistles, bells or other sound devices, shall be located, used or placed on any Lot, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof. No refuse, unsightly, disabled, inoperable, unlicensed, or abandoned vehicles, debris, noxious material, discarded personal effects, or unsightly construction materials shall be permitted within Terrace Woods.

**Section 19. Animals.** No animal shall be kept on any Lot without the Committee's permission, except dogs, cats, and other household pets, provided that they are not kept, bred, or maintained for any commercial purpose. Animals shall be confined to the Owner's(s') property or be on a leash at all times. Household pets shall not unreasonably interfere with the comfort, privacy, or safety of other Owners or persons within Terrace Woods. The Committee shall have the right to exclude any animal that the Committee determines in its sole and unrestricted discretion, to have unreasonably interfered with the comfort, privacy, or safety of any Owners or any other person within Terrace Woods.

**Section 20. Garbage and Refuse Disposal.** Garbage and refuse shall be placed in containers, which shall be concealed and contained within the garage or dwelling, or shall be concealed by means of a screening wall or material similar to and compatible with that of the dwelling or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. There shall be no exterior household trash or garbage burning, nor shall any Owner accumulate on such Owner's Lot, unlicensed, nondriveable, or unsightly vehicles or other unused or unsightly personal property.

**Section 21. Excavation.** No excavation for minerals, gravel, petroleum products, stone, or any other material shall be done upon any Lot or parcel other than excavation for construction purposes.

**Section 22. Right of Entry.** The Developer or the Committee, acting through their respective representatives, shall have the right, during reasonable hours, to enter upon and inspect any Lot, whether prior to, during, or after the completion of any construction for purposes of determining whether or not the provisions of this Declaration of Covenants are being complied with and in exercising all rights and powers conferred upon the Developer or the Committee with respect to the enforcement or correction or remedy relating to any failure of the Owner of any Lot to observe any of the provisions of this Declaration of Covenants or any other regulations adopted pursuant to this Declaration of Covenants, and neither the Developer, Committee, nor any of their agents and representatives shall be deemed to have committed a trespass as a result thereof.

## **ARTICLE X**

### **GENERAL PROVISIONS**

**Section 1. Grantee's Acceptance.** Each grantee or purchaser of any Lot in Terrace Woods, shall, by acceptance of a deed or other instrument conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent owner of such Lot: accept such deed or other instrument upon and subject to each and all of the provisions of this Declaration and as the same may be properly amended and to the jurisdiction, rights, powers, privileges and immunities of Developer, of the Association, and of the Committee, and by such acceptance every such grantee or purchaser shall for himself, his heirs, personal representatives, grantees, successors, and assigns, covenant, consent and agree to and with Developer, and to and with all grantees and subsequent owners of each of the other Lots in Terrace Woods to keep, observe, comply with and perform all of the provisions of this Declaration regardless of whether this Declaration is referred to or expressed in any such deed or other instrument.

**Section 2. Remedies/Enforcement. In General.** Any party to whose benefit this Declaration inures, including Developer, the Association, or any Owner of any Lot, may proceed at law or in equity to prevent the occurrence or continuation of any violation of this Declaration. However, the Developer shall not be liable for damages of any kind to any person for its failure or the failure of third parties to either abide by, enforce or carry out any of the provisions of this Declaration. The Court in any such action may award to the party who is successful in enforcing any of such provisions reasonable attorneys' fees and reasonable expenses incurred as a result of such action or proceeding. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of said provisions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to such party upon the occurrence, recurrence or continuation of such violation.

**Section 3. Duration.** Except as otherwise provided in this Declaration, the foregoing Declaration is to run with the land constituting all Lots in Terrace Woods, Phase I, and in all other Lots in Terrace Woods, and shall be

binding on all persons who now or hereafter own any of such land, and all of their grantees and successors of title to such land, and all persons claiming an interest therein from any of them.

**Section 4. Amendments.** This Declaration may be amended by an instrument signed by the Developer or its successor or assigns so long as the Developer or its successor or assigns continues to own any Lot in Terrace Woods. After the Developer or its successor or assigns no longer own any Lot in Terrace Woods, this Declaration may be amended by an instrument signed by the Owners of not less than two-thirds (2/3) of the Lots in Terrace Woods. Any amendment must be recorded in the Office of the Recorder of Bartholomew County, Indiana. No such agreement to amend, in whole or in part, shall be effective unless written notice of the proposed amendment is sent to every Owner of a Lot at least thirty (30) days in advance of any action taken and no such amendment shall be effective with respect to any permanent easements.

**Section 5. Titles.** The titles preceding the various paragraphs and subparagraphs of this Declaration are for the convenience of reference only, and none of them shall affect the meaning, interpretation or the construction of any provision of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

**Section 6. Severability.** Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

The undersigned persons executing this Declaration on behalf of Cornerstone Development Company, LLC, represent and certify that they are all of the members of such limited liability company and have been fully empowered to execute and record this Declaration; and that all necessary action for the making of this Declaration has been taken and done.

IN WITNESS WHEREOF, Cornerstone Development Company, LLC, has caused this Declaration to be executed this 27th day of August, 1997.

CORNERSTONE DEVELOPMENT COMPANY, LLC

By:  
Steven L. Charlton, Member

By: \_\_\_\_\_  
George Dutro, Member

STATE OF INDIANA            )  
                                  )  SS:  
COUNTY OF BARTHOLOMEW )

Before me, a Notary Public in and for said county and state, personally appeared Steven L. Charlton and George Dutro, the members of Cornerstone Development Company, LLC, who acknowledged the execution of the foregoing for and on behalf of Cornerstone Development Company, LLC, and who, having been duly sworn, stated the representations therein contained are true.

Witness my hand and notarial seal this 27th day of August, 1997.

Signature

\_\_\_\_\_, Notary Public  
Printed Name

My Commission Expires:

County of Residence: \_\_\_\_\_

This instrument prepared by James K. Voelz, Attorney at Law,  
427 Washington Street, P.O. Box 544, Columbus, Indiana 47202\_0544.