

DECLARATION OF MASTER PROTECTIVE RESTRICTIONS
OF SYCAMORE VILLAGE, PHASE ONE

The undersigned Sycamore Development Corporation, an Indiana corporation, and Del-Con Company, an Indiana partnership, as owners of the real estate described in Exhibit "A" (attached hereto and made a part hereof by this reference) known as "Sycamore Village, Phase One" and hereinafter referred to as the "Real Estate"; do hereby declare that all of the Real Estate shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions set forth herein; which easements, covenants, conditions and restrictions are for the purpose of protecting the value and desirability of said Real Estate, and which shall run with said Real Estate and be binding upon all parties having any right, title or interest in or to said Real Estate or any part thereof, their heirs, successors, and assigns, and which shall inure to the benefit of each owner thereof:

1. These covenants, conditions, restrictions and easements shall run with the real estate described in Exhibit "A"; provided, however, that should the Sycamore Development Corporation not develop the real estate described in Exhibit "A" as single family attached homes, these covenants, conditions, restrictions and easements shall not run with the real estate and shall not restrict the use and enjoyment of the real estate by the owners of any portion of the real estate described in Exhibit "A" that remains undeveloped as single family attached homes.

2. Additional phases of Sycamore Village as provided for herein shall also bear the designation "Sycamore Village, Phase ____".

3. An easement to the Sycamore Village Homeowners Association, Inc., their agents, employees, successors or assigns covering all the Real Estate within Sycamore Village, Phase One, said easement being for the purpose of maintenance, repair and replacement of the Real Estate and improvements thereon pursuant to the provisions of the Articles of Incorporation, By-Laws, rules and regulations of the Sycamore Village Homeowners Association, Inc. This easement shall be restricted to exercise by the Sycamore Village Homeowners Association, Inc., their agents, employees, successors or assigns between the hours of 8:00 A.M. and 5:00 P.M. on any weekday; however, in the event of an emergency this easement may be exercised at any time.

4. The Real Estate shall be subdivided into Lots as shown on the plat of "Sycamore Village, Phase One" recorded in the office of the Recorder of Monroe County, Indiana, and all Lots, Common Areas, Limited Common Areas, or other designations on any such plat shall be subject to these covenants, conditions, easements and restrictions.

5. Each lot within Sycamore Village, all phases, shall be subject to a non-exclusive easement for encroachments for the portions of buildings or other structures constructed on all adjacent or adjoining Real Estate in Sycamore Village, said encroachments resulting from settling or reconstruction.

6. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. No planting, wall, building or structure shall be built or maintained on the easements. Owners of the lots in Sycamore Village shall take title subject to the rights of public utilities.

7. Easements for ingress and egress to the other Real Estate in Sycamore Village across and along the service drives and walkways are reserved as shown on the recorded plat. No planting, wall, building or other structure shall be built or maintained upon or across the walkways or part, a party wall, said mutual easement being for the purpose of permitting the owners of each lot to use that portion of the party wall on his lot as a party wall.

11. There shall be no subdivision of any lot or lots platted on the Real Estate. There shall be no partition of any lot or lots platted on the Real Estate.

12. Invalidation of any restrictions by judgment, court order or otherwise shall not affect any remaining restrictions.

13. The streets as shown on the recorded plat, as far as they have not already been so dedicated, are hereby dedicated to the public. Such streets shall be considered as "Common Area" pursuant to paragraph 17 hereof unless dedicated to and accepted by any governmental body for maintenance and control.

14. All the Real Estate within Sycamore Village shall at all times, including periods of construction, be maintained giving consideration to the appearance of the Real Estate and the safety of persons on the Real Estate or adjacent thereto.

15. The Real Estate within Sycamore Village, Phase One, is also subject to the following conditions and restrictions:

a. All Grantees shall, as of the date they acquire title, become members of the Sycamore Village Homeowners Association, Inc.

b. The Grantees, their heirs, executors, administrators, successors and assigns shall be subject to all the provisions of the Articles of Incorporation and By-Laws of Sycamore Village Homeowners Association, Inc., including all amendments and exhibits, and shall also be subject to all the rules and regulations adopted by the Sycamore Village Homeowners Association, Inc., which Articles, By-Laws, rules and regulations are incorporated herein by reference and made a part of these restrictions. The Articles and By-Laws of the Sycamore Village Homeowners Association, Inc., including all amendments and exhibits thereto, shall be recorded in the Miscellaneous Records in the office of the Recorder of Monroe County, Indiana.

c. The Grantees, their heirs, executors, administrators, successors and assigns shall pay all assessments properly levied by the Sycamore Village Homeowners Association, Inc., against the lots within Sycamore Village, and such assessments shall be a lien upon any lot or lots against which they are assessed and such liens may be enforceable in any manner provided for at law or in equity.

d. Upon the failure of the Grantees, their heirs, executors, administrators, successors or assigns to pay any of the assessments or to otherwise abide by the provisions of the Articles of Incorporation, By-Laws, rules or regulations of Sycamore Village Homeowners Association, Inc., or the conditions or restrictions in this plat, Sycamore Village Homeowners Association, Inc., or the individual owners of real property within Sycamore Village, Phase One, shall be entitled to enforce payment of assessments and the compliance with the conditions and restrictions by any proceeding at law or equity, including placement of a lien against the property of the Grantees, their heirs, administrators, successors or assigns. In the exercise of these powers, Sycamore Village Homeowners Association, Inc., and the owners shall act pursuant to laws of the State of Indiana and to the provisions of the Articles of Incorporation, By-Laws, rules and regulations of Sycamore Village Homeowners Association, Inc.

17. All areas upon the plat of Sycamore Village, Phase One, which are designated as "Common Area" shall be held by the Sycamore Village Homeowners Association, Inc., for the common use and enjoyment of all owners of lots in Sycamore Village, Phase One, and any subsequent Phases. The Sycamore Village Homeowners Association, Inc., shall maintain all Common Area and improvements thereon and may assess all owners of Lots in any Phase of Sycamore Village for the expense thereof in the same manner as provided in the Articles of Incorporation, By-Laws, and Rules and Regulations of Sycamore Village Homeowners Association, Inc., for other expenses.

18. All of the provisions of the Articles of Incorporation and By-Laws of the Sycamore Village Homeowners Association, Inc., and any covenants, condition, easement or restriction contained therein are hereby incorporated herein by reference and made a part hereof.

19. Sycamore Development Corporation, Del-Con Company, or their successors and assigns who are or may be the owners of the Real Estate described in Exhibit "B" (attached hereto and made a part hereof by this reference) may annex all or any portion of the Real Estate described in Exhibit "B" as additional Phases of Sycamore Village upon recordation of a plat of any additional Phase or Phases by making reference in any plat or plats of any Phase or Phases to this document. Upon recording any such plat in the office of the Recorder of Monroe County, Indiana, containing such reference, all Phases shall be considered as one for all purposes under these covenants, conditions, easements and restrictions, including being subject to any lien for assessments as provided herein. Sycamore Development Corporation, Del-Con Company, their successors and assigns, shall not be obligated to annex all or any portion of the Real Estate described in Exhibit "B" to the terms of this document, but they shall not be permitted to annex any additional Real Estate not described in Exhibit "B" to the terms of this document without the prior written consent of the Sycamore Village Homeowners Association, Inc., or its successor. The Real Estate described in Exhibit "B" shall not be deemed for any purpose to be a part of any common plan or scheme of development which would in any way subject said Real Estate to all or any part of the terms of this document without annexation of such real estate as provided herein, nor shall the terms of this document be deemed to apply to the Real Estate described in Exhibit "B" by implication, judicial construction, or otherwise.

19. The foregoing conditions and restrictions shall be covenants running with the land and shall extend for a period of forty-five years from January 1, 1983, and shall

extend to and inure to the benefit of and be binding upon Grantor and Grantees and their respective heirs, executors, administrators, successors and assigns. At that time, and at the close of each succeeding ten-year period, each currently effective restriction is extended for the succeeding ten-year period, unless before the close of the then current period two-thirds of the current owners of Real Estate in Sycamore Village vote to amend it, said vote to be taken in accordance with the Articles and By-Laws of the Sycamore Village Homeowners Association, Inc. In addition to any and all legal and equitable remedies available.

Signed and sealed this 8th day of MARCH, 1983.

SYCAMORE DEVELOPMENT CORPORATION

BY Larry J. Baker, Pres.
Larry J. Baker, President

ATTEST:
Charles Fitzgerald
Charles Fitzgerald, Secretary

DEL-CON COMPANY, an Indiana Partnership

BY C. C. Fitzgerald, Pres.
By Charles Fitzgerald, Pres.

ATTEST:
Larry J. Baker, Pres.

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Sycamore Village Corporation by its President, Larry J. Baker, and Secretary, Charles

Fitzgerald, and acknowledged execution of the foregoing instrument to be its voluntary act and deed this 8th day of March, 1983.

[Signature]
Lynn H. Coyne, Notary Public

My Commission Expires: February 22, 1984

My County of Residence is Monroe

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Charles C. Fitzgerald, President of C. C. Fitzgerald, Inc., and Larry J. Baker, Secretary, all of the general partners of Del-Con Company, and acknowledged execution of the foregoing instrument to be its voluntary act and deed this 8th day of March, 1983.

[Signature]
Lynn H. Coyne, Notary Public

My Commission Expires: February 22, 1984

My County of Residence is Monroe

RECORDED
✓ A.M. _____ P.M. 12:05
N MAR 9 1983
✓ *[Signature]*
RECORDER MONROE CO., IND

This instrument prepared by Lynn H. Coyne, Attorney at Law.

A part of the Northeast Quarter of Section 10, Township 8 North, Range 1 West in Monroe County, Indiana, more particularly described as follows:

Commencing at the northwest corner of the southwest quarter of the northeast quarter of said Section 10; thence North 0 degrees 18 minutes 48 seconds West (assumed bearing) along the west line of the northeast quarter of said Section 912.67 feet to the point of beginning, said point being the northwest corner of Sycamore Knolls Addition-Section Twelve, the Plat of which is recorded in Plat Book 8 on pages 110 and 110A as Instrument #81902 in the Office of the Recorder of Monroe County, Indiana; thence continue along said west line North 0 degrees 18 minutes 49 seconds West 389.52 feet; thence South 89 degrees 08 minutes 17 seconds East 100.00 feet to a curve having a radius of 2,290.90 feet, the radius point of which bears North 00 degrees 51 minutes 43 seconds East; thence easterly along said curve an arc distance of 159.94 feet to a point which bears South 03 degrees 08 minutes 17 seconds East from said radius point; thence North 86 degrees 51 minutes 43 seconds East 21.22 feet; thence South 2 degrees 47 minutes 28 seconds East 178.13 feet; thence North 87 degrees 12 minutes 32 seconds East 179.14 feet; thence North 43 degrees 23 minutes 57 seconds East 14.43 feet; thence North 0 degrees 24 minutes 39 seconds West 167.66 feet to a curve having a radius of 2,290.90 feet, the radius point of which bears South 0 degrees 51 minutes 40 seconds East; thence easterly along said curve an arc distance of 36.00 feet to a point which bears North 0 degrees 02 minutes 22 seconds East from said radius point; thence South 0 degrees 24 minutes 39 seconds East 166.93 feet; thence South 45 degrees 24 minutes 39 seconds East 14.14 feet; thence South 0 degrees 24 minutes 39 seconds East 42.00 feet; thence South 89 degrees 35 minutes 21 seconds West 27.61 feet; thence South 87 degrees 12 minutes 32 seconds West 204.31 feet; thence South 2 degrees 47 minutes 28 seconds East 43.52 feet; thence South 42 degrees 01 minutes 03 seconds West 167.72 feet; thence South 16 degrees 59 minutes 54 seconds West 46.12 feet; thence North 73 degrees 00 minutes 00 seconds West 133.31 feet; thence North 89 degrees 05 minutes 08 seconds West 40.01 feet to the point of beginning, containing 2.85 acres, more or less.

Part of the Northeast Quarter of Section 10, Township 8 North Range 1 West in Monroe County, Indiana, more particularly described as follows: Beginning at the Northwest corner of Sycamore Knolls Addition - Section Twelve, the Plat of which is recorded in Plat Book 6 on pages 110 and 110A as Instrument #81902 in the Office of the Recorder of Monroe County, Indiana; thence along the West line of said Northeast Quarter Section North 00 degrees 18 minutes 48 seconds West 349.55 feet; thence South 89 degrees 08 minutes 17 seconds East 166.00 feet to a curve having a radius of 2,290.90 feet, the radius point of which bears North 00 degrees 51 minutes 43 seconds East; thence Easterly along said curve an arc distance of 159.94 feet to a point which bears South 03 degrees 08 minutes 17 seconds East from said radius point; thence North 86 degrees 51 minutes 43 seconds East 116.71 feet to a curve having a radius of 2,290.90 feet, the radius point of which bears South 03 degrees 08 minutes 17 seconds East; thence Easterly along said curve an arc distance of 159.94 feet to a point which bears North 00 degrees 51 minutes 43 seconds East from said radius point; thence South 89 degrees 08 minutes 17 seconds East 481.71 feet to the Northwest corner of a tract as described in a Deed recorded in Deed Record 231 on pages 424 and 425 on December 19, 1974, as Instrument Number 63616, in said Recorder's Office (the next three courses are along said Deed); (1) thence South 00 degrees 51 minutes 45 seconds West 40.00 feet to a curve having a radius of 181.87 feet, the radius point of which bears North 89 degrees 08 minutes 17 seconds West; (2) thence Southwesterly along said curve an arc distance of 119.17 feet to a point which bears South 18 degrees 54 minutes 00 seconds East from said radius point (dead central angle 86 degrees 18 minutes 17 seconds); (3) thence South 18 degrees 54 minutes 00 seconds East 149.49 feet to a point on the North line of Lot 313 in Sycamore Knolls Addition - Section Eleven, the Plat of which is recorded in Plat Book 6 on pages 109 and 109A as Instrument #81901 in said Recorder's Office; thence along the North line of said Lot 313 South 85 degrees 00 minutes 00 seconds West 56.87 feet to the Northwest corner of said Lot 313; thence along the North line of Lot 312 and Lot 311 in said Sycamore Knolls Addition - Section Eleven and the North line of Lot 336 in Sycamore Knolls Addition - Section Thirteen, the Plat of which is recorded in Plat Book 6 on pages 111 and 111 A as Instrument #81903 in said Recorder's Office South 87 degrees 30 minutes 00 seconds West 270.99 feet to the common lot corner of Lot 336 and Lot 335 in said Sycamore Knolls Addition - Section Thirteen; thence along the North line of Lot 335 and Lot 334 in said Sycamore Knolls Addition - Section Thirteen South 85 degrees 00 minutes 00 seconds West 295.73 feet to the Northeast corner of said Sycamore Knolls Addition - Section Twelve; thence along the North line of said Sycamore Knolls Addition - Section 12 North 73 degrees 00 minutes 00 seconds West 322.80 feet to a point on the East right of way line of South High Street which bears South 89 degrees 05 minutes 08 seconds East 40.01 feet from the point of beginning; thence North 89 degrees 05 minutes 08 seconds West 40.01 feet to the Point of Beginning, containing 9.735 acres more or less.