

**Restated and Amended
Declaration of Covenants, Conditions and Restrictions
of
WMTS2 Association of Co-Owners, Inc.**

This RESTATED and AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF WMTS2 ASSOCIATION OF CO-OWNERS, INC., is made December, 18, 2014, by the Woolery Mill Section Two Owners.

RECITALS

(A) The Woolery Mill Section Two Owners are the owners of the fee simple title to the Residences in the Woolery Mill Section Two Subdivision; and

(B) The Woolery Mill Section Two Subdivision was previously platted and subjected to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Woolery Mill Townhomes, Section Two, as previously recorded on May 13, 2009 as instrument 2009007822 in the Office of the Recorder of Monroe County, Indiana (the "Original Declaration").

(C) The Woolery Mill Townhomes, Section Two Phase 1 Final Plat ("Phase 1 Plat") was recorded April 16, 2009, as Instrument Number 2009005823, in the Monroe County Recorder's Office. The Woolery Mill Townhomes, Section Two Phase 2 Final Plat ("Phase 2 Plat") was recorded November 18, 2009, as Instrument Number 2009019925 in the Monroe County Recorder's Office. The Woolery Mill Townhomes, Section Two Phase 3 Final Plat ("Phase 3 Plat") was recorded August 23, 2010, as Instrument Number 2010012193, in the Monroe County Recorder's Office.

(D) The Original Declaration provided that the Woolery Mill, Section Two Owners could amend the Original Declaration by the affirmative vote of the Woolery Mill, Section Two Owners who owned not less than seventy-five percent (75%) of the Woolery Mill, Section Two Lots in the Woolery Mill, Section Two Subdivision.

(E) On or about April 1, 2014, seventy-five percent (75%) or more of the Woolery Mill Owners approved the Restated and Amended Declaration of Covenants, Conditions and Restrictions of Woolery Mill Townhomes (Amended Declaration) at a meeting of the Woolery Mill Owners duly called and held.

(F) The Woolery Mill, Section Two Owners wish to record the Amended Declaration pursuant to the provisions of Section 12.2.1 of the Original Declaration and upon recording, the Amended Declaration shall become effective and shall supersede the Original Declaration and apply to all Woolery Mill, Section Two Lots and to each Woolery Mill, Section Two Owner.

NOW, THEREFORE, the undersigned officers of the WMTS2 Association of Co-Owners, Inc., acting on behalf of the Woolery Mill, Section Two Owners declare that the Woolery Mill, Section Two Lots subjected to the terms of this Amended Declaration shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of the Woolery Mill, Section Two Lots and of each and every person or entity who now or in the future owns any Woolery Mill, Section Two Lot within the Woolery Mill, Section Two Subdivision.

Section 1: DEFINITIONS. The following terms used in this Amended Declaration shall have the following meanings:

1.1 Amended Declaration. "Amended Declaration" means this Restated and Amended Declaration of Covenants, Conditions and Restrictions of the Association.

1.2 Articles. "Articles" means the Articles of Incorporation of WMTS2 Association of Co-Owners, Inc., an Indiana nonprofit corporation.

1.3 Assessments. "Assessments" means fees imposed on each member of the Association to pay for the Association's operations and maintenance expenses. Assessments can be Regular or Special depending on the purpose for which they are made.

1.4 Association. "Association" means the WMTS2 Association of Co-Owners, Inc., its successors and assigns, an Indiana nonprofit corporation which is the incorporated Association of Owners of Residences in the Subdivision.

1.5 Board of Directors. "Board of Directors" or "Board" means the governing body of the Association elected by the Owners in accordance with the Bylaws.

1.6 Building. "Building" means all structures erected within Woolery Mill Townhomes, Section Two including Residences, garages, outbuildings or enclosed structures of any kind.

1.7 Bylaws. "Bylaws" means the Bylaws of the Association, providing for the administration and management of the Association as amended, a true copy of which is attached to this Amended Declaration as Exhibit "B" and incorporated herein by reference.

1.8 Commercial Vehicle. "Commercial Vehicle" means a truck, car, van, trailer or other wheeled object or conveyance intended for roadway use which either has commercial advertising affixed to it, is used for commercial purposes, which exceeds two and one-half (2.5) tons in gross weight, or exceeds twenty (20) feet in length irrespective of use.

1.9 Committee. "Committee" means the "Design Committee" which shall be constituted and governed as set out in this Amended Declaration.

1.10 Common Area. "Common Area" means all those areas shown on the Plat which are labeled as common area or a similar label (including limited common area) which are outside the boundaries of each Lot and which are for the use of all Owners in the Subdivision.

1.11 Common Expenses. "Common Expenses" means the expenses of administration of the Association, expenses for upkeep and maintenance specified by this Amended Declaration, and all other costs and expenses incurred by the Association for the common benefit of all Owners.

1.12 Declarant. "Declarant" means Langley, LLC, an Indiana limited liability company, developer of the Real Estate, and any successor or assignee of their interest in all or part of the Real Estate or in this Amended Declaration under an instrument or instruments which expressly state that the successor or assignee shall become the Declarant for purposes of this Amended Declaration.

1.13 Delinquency Date. "Delinquency Date" means the date which is ten (10) days after the due date of any Regular Assessment or Special Assessment.

1.14 Developer. "Developer" means Langley, LLC, an Indiana limited liability company, and any successor or assignee of their interest in all or part of the Subdivision or in this Amended Declaration under an instrument or instruments which expressly state that the successor or assignee shall become the Developer for purposes of this Amended Declaration.

1.15 Drainage Easements. "Drainage Easements" means any easement labeled "D.E." on the Plat created to provide paths and courses for area and local storm drainage, either over land or in underground conduits to serve the needs of the Subdivision, the lands adjoining the Subdivision, and the public drainage system.

1.16 Limited Common Area. "Limited Common Area" means all those portions of the Common Area shown on the Plat which are labeled as limited common area, L.C.A., or a similar label which are reserved for the exclusive use of the Owner of the Lot to which such limited common area is appurtenant.

1.17 Lot. "Lot" means one of the numbered lots as shown on the recorded Plat (defined below). A "Lot" is sometimes referred to as a "Residence."

1.18 Managing Agent. "Managing Agent" means the person, firm or entity engaged by the Association to manage the Subdivision and assist the Board of Directors to discharge their duties in accordance with the Amended Declaration and the Bylaws of the Association.

1.19 Mortgagee. "Mortgagee" means the holder, insurer or guarantor of any first mortgage on any Lot or Residence and other improvements constructed on a Lot.

1.20 Owner. "Owner" means a person, firm, corporation, partnership, association, trust, limited liability company, or other legal entity or any combination thereof, which owns the record fee simple title to a Lot; however, any such Owner owning a single Lot in combination as

tenants in common, joint tenants, tenants by the entireties, or any form of joint or divided ownership, shall be deemed one Owner for purposes of this Amended Declaration. Any person holding record fee simple title for purposes of security only shall be excluded.

1.21 Party Wall. Party Wall shall mean a common wall which divides two living units.

1.22 Plat. "Plat" means the plat of Woolery Mill Townhomes, Section Two, an addition in Monroe County, Indiana, as recorded in the office of the Recorder of Monroe County, Indiana, and any amendments to the plat.

1.23 Regular Assessments. A monthly assessment, also known as dues, based on the approved Association budget for the day-to-day operations and maintenance as required by the Amended Declaration of the Association. Additionally, a regular and the annual insurance assessment as required by the Amended Declaration of the Association.

1.24 Residence. "Residence" means a single-family dwelling constructed upon a Lot in the Subdivision, regardless of such dwelling being connected to another by a common wall.

1.25 Sign or Signage. "Sign" or "Signage" means any permanent Woolery Mill Townhomes, Section Two signage and attendant improvements and landscaping at any location within the Real Estate and at other areas to be designated in the future.

1.26 Sign Easements. "Sign Easements" mean any easement labelled "S.E." on the Plat which have been created for the use of the Association for the erection and maintenance of any Sign or Signage and attendant improvements within such areas as designated on the Plat.

1.27 Special Assessments. "Special Assessments" mean those Assessments levied by the Association as may be necessary for the purpose of defraying, in whole or in part the expense of any contingency or event not provided for in the annual budget or the reserves of the Association.

1.28 Special Conservancy Easements. "Special Conservancy Easements" means any easement labeled "S.C." on the Plat which has been created to protect certain areas environmentally in accordance with City ordinances and to limit the activities which may occur in those locations.

1.29 Subdivision. "Subdivision" means the development known as Woolery Mill Townhomes, Section Two which is the subject of this Amended Declaration and includes any Additional Real Estate which becomes a part of the development in the future. "Subdivision" means the same as "Woolery Mill, Sec Two," "Woolery Mill, Section Two," or "Woolery Mill Townhomes, Section Two."

1.30 Utility Easements. "Utility Easements" means any easement labeled "U.E." on the Plat which has been created for the installation of electric, telephone, cable television, sewer, water, gas, or other public utilities.

1.31 Vehicle. "Vehicle" means motor homes, boats, trailers, campers, motorcycles, scooters, trucks, vans, tractors, tractor trailers, buses, automobiles and any other motorized wheeled object or conveyance which is customarily used for transportation (and includes Commercial Vehicles).

1.32 Wall Easements. "Wall Easements" means any easement which exist along common walls shared by Residences because of the natural occurrence of settling and shifting.

SECTION 2: GENERAL.

2.1 Residential Development. Woolery Mill, Section Two is a single-family residential development. Each Residence constructed shall be used by its Owners and occupants exclusively for residential purposes. No commercial building shall be erected, altered, placed or permitted to remain on any portion of Woolery Mill, Section Two.

2.2 Governmental Restrictions. All Lots and Residences shall be subject to the zoning ordinances and regulations in existence from time to time of the applicable governmental authorities, all of which are incorporated into this Amended Declaration by this reference.

2.3 Effect on Owners. The Owners of any Lot subject to this Amended Declaration, by acceptance of a deed conveying title, or in the execution of a contract for purchase, shall accept such deed and execute such contract subject to each and every restriction and agreement contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of Association, Board of Directors and Design Committee with respect to these restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners, covenant and agree and consent to and with the other Owners and subsequent Owners of each of the Lots affected by these restrictions to keep, observe, comply with and perform such restrictions and agreements.

SECTION 3: PHYSICAL CHARACTERISTICS OF THE DEVELOPMENT.

3.1 Number of Lots. Woolery Mill, Section Two contains 38 Lots. Each Lot shall consist of all space within the boundaries as depicted on the Plat and shall be subject to the easements depicted on the Plat and the easements described in Amended Declaration.

3.2 Limited Common Areas. The Limited Common Areas are reserved for use by a certain Owner to the exclusion of all other Owners. Each Owner is granted an exclusive and irrevocable license to use and occupy the Limited Common Area associated with the Owner's Lot; however, the Association has a license to enter the Limited Common Area to maintain it as required by the provisions of this Amended Declaration.

3.3 Easements. Any perpetual and non-exclusive Drainage Easements, Special Conservancy Easements, Sign Easements, and Utility Easements are reserved as shown on the

Plat. Some of these easements may be designated in combination with others. Within these easements, no structure, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or authorized signs or other usage or which may change the direction or flow of drainage or which may obstruct or retard the flow of drainage. Plants, trees, and other vegetation are allowed in these easements, but only to the extent permitted by this Amended Declaration. Wall Easements have also been established to acknowledge that because of the natural occurrence of settling and shifting, a Residence may encroach upon the Lot with which it shares a common wall.

3.4 Streets. All streets as shown on the Plat within the boundaries of Woolery Mill, Section Two are hereby dedicated to the public, which dedication will be effective when the City of Bloomington accepts such streets into its public right-of-way system.

3.5 Underground Utilities. All utilities, including but not limited to water, gas, electric, telephone, sewer, and cable television shall be installed underground.

3.6 Submission of Documents Prior to Construction or Alteration. No Residence, Building or other permanent structure shall be erected, placed or altered on any Lot until the construction plans and specifications and plans have been approved by the Board of Directors and the Design Committee as to quality of workmanship and materials showing the location of the structure, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation as more specifically provided in Section 10. Alterations include the installation of lighting (including exterior yard or decorative lighting), window boxes, awnings, and any other additions, alterations or modifications of any kind to the exterior appearance of the Residence or the surrounding landscaping or any other areas. Approval or disapproval as required in these covenants by the Board of Directors and the Design Committee shall be in writing. The Design Committee will act on a completed application in a reasonable period of time following submission. Each Owner shall ensure that all plans and specifications for any new construction, alteration or modification shall comply with the covenants, conditions and restrictions of the Association and no approval by the Design Committee shall imply or indicate that the Association Board of Directors approval has been obtained.

SECTION 4: PARTY WALLS.

Section 4.1 General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon the Lots and placed on the dividing lines between the Residences shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of Law regarding party walls and liability of property damage due to negligence or willful acts or omissions shall apply thereto.

Section 4.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 4.3 Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, an Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, whoever, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4.5 Right to Contribution Runs with Land. The right of any Owner to Contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 5: CONSTRUCTION PROVISIONS.

5.1 One Residence. Only one Residence shall be constructed on any Lot. Residences will be constructed in buildings such that each Residence will share one or two common walls with another Residence.

5.2 Minimum Size. Each Residence constructed on a Lot shall have a finished ground floor area of not less than the square footage above finished grade shown on the original Plat. For purposes of this Section, ground floor area shall be determined from the area of the Residence measured from the outside of the building foundation exclusive of open porches, decks, breezeways, garages, chimneys, and eaves. The provisions of this Section may be waived by the Board of Directors and the Design Committee upon application in writing by any Lot Owner. No waiver will be valid until it is properly signed by a representative of the Board of Directors, the Association Board of Directors and recorded in the office of the Recorder of Monroe County, Indiana.

5.3 Maximum Height. No Residence, exclusive of chimney, shall exceed the height of the original structures erected measured from the lowest finished grade level at the front of the foundation visible from any street to the highest point of the roof.

5.4 Construction of Sewer Lines. All sanitary and storm sewer lines within the Lots shall be designed and constructed in accordance with the provisions and requirements of the City of Bloomington, Indiana.

5.5 Parking. No Residence located on any Lot will have an enclosed garage. Instead, Vehicles will park in the common parking area shown on the Plat.

5.6 Setback. No Residence, Building, or other permanent structure shall be located on any Lot nearer to the boundaries of the Lot than the minimum setback lines as shown on the Plat

or the setback restrictions in effect at the time of construction as established by the City of Bloomington, Indiana, whichever is more restrictive. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a Residence; however, this provision shall not be construed to permit any portion of a Residence to encroach upon any other Lot, except because of incidental settling or movement at the juncture of the common wall between two attached Residences, which is the purpose of the Wall Easements. With respect to the Wall Easements, each Owner of a Residence which is attached to another Residence by a common wall is deemed to grant to the other Owner of such attached Residence a permanent easement for the right to maintain the Residence as it was constructed and as it has settled and shifted, or may continue to settle and shift, on the Lot to which it has, or may in the future have, settled or shifted. This Wall Easement will run with the land and will be binding upon the Owners of the affected Lots and the Lots themselves.

5.7 Subdivision of a Lot. There shall be no subdivision of any Lot nor any sale in parcels.

5.8 Prohibited Building Styles. Modular construction, modular homes, or mobile homes will not be permitted upon any Lot. No used or temporary structure or structure without a foundation will be relocated or placed on any Lot.

5.9 Solar Devices. No artificial or manmade device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed, or maintained upon any portion of the Subdivision including any Residence except for solar systems that were incorporated into the original design of the Residence and which are flush with the roofline. This Section shall not prohibit the use of "passive solar or geothermal" energy.

5.10 Garbage Disposals and Sanitary Sewers. All Residences shall be equipped with a mechanical device for the grinding and disposal of garbage and food waste in the kitchen which shall discharge to the sewer drain. All sewage disposal shall be connected with the sanitary sewer system now known as the City of Bloomington Utilities. No septic tanks, holding tanks, or cesspools shall be constructed or permitted to remain upon any Lot.

5.11 Lot Access. Access to all Lots shall be from the interior streets of the Subdivision unless otherwise shown on the Plat.

5.12 Light Fixtures, Mailboxes, Etc. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision, any exterior light fixture or structure must be approved by the Board of Directors and the Design Committee as to size, location, height, and composition before it may be installed. Mailboxes shall be constructed in accordance with plans supplied by the Design Committee. No Owner will change the style or color of any mailbox without the prior written approval of the Board of Directors.

5.13 Exterior Construction. The following requirements shall be applicable unless the Board of Directors and the Design Committee otherwise approves: (a) all utility facilities will be underground; (b) whenever possible, all utility meters and HVAC units will be located in

places unseen or screened from the front of a Residence; (c) no outside fuel storage tanks will be permitted above ground and no gasoline storage will be permitted above or below ground; (d) all windows will be factory- or on-the-job painted; (e) no raw aluminum windows will be permitted; (f) all gutters and downspouts will be factory- or on-the-job painted; (g) all roof pitches of Residences will be as specified in the original plans; (h) no metal, fiberglass or similar type material awnings or patio covers will be permitted; and (i) no above-ground swimming pools, pet enclosures, or pet shelters will be permitted in the limited common area pertaining to any Lot.

SECTION 6: RESTRICTIONS ON THE USE OF THE REAL ESTATE. In order to preserve the character of Woolery Mill, Section Two and to protect its property values, and without intending to limit the generality of the provisions described above, the following protective covenants and restrictions are imposed as a common scheme upon the Subdivision and shall be applicable to each Lot and to each Residence:

6.1 Use. This Subdivision shall be developed solely for residential purposes and each Residence shall be used by its Owners and occupants exclusively for residential purposes. No commercial building shall be erected, altered, placed or permitted to remain on any portion of any Lot. No business enterprise shall be carried on or conducted from any Residence. Leasing a Residence shall not be considered a business or business activity. Any separately metered water spigots on the exterior of any Residence shall not be used for washing Vehicles or other purposes unless specifically authorized by the Association.

6.1.1. If an Owner enters into a residential lease agreement to lease their Residence, the Owner must provide the Board, through their Managing Agent, the lessee's name, phone number, email address and a copy of the lease agreement signed prior to the lessee moving into the Residence.

6.2 Common Area. "Common Area" is defined in Section 1. It specifically includes all Limited Common Area but specifically excludes any street, right-of-way, or facility which may now or subsequently be dedicated to the general public. The Common Area will be conveyed to the Association.

6.3 Limited Common Area. "Limited Common Area" is defined in Section 1. Each Limited Common Area is reserved for use by a certain Lot to the exclusion of other Lots and means all locations designated as described in Section 1. References in the Amended Declaration (and any amendment to it) to Common Area includes the Limited Common Area unless the context clearly indicates otherwise. Each Owner is granted an exclusive and irrevocable license to use and occupy the Limited Common Area associated with, immediately adjacent and appurtenant to, and/or assigned to such Owner's Lot.

6.4 Parking Limitations. No Vehicle which exceeds 20 feet in length, nor any non-functioning Vehicle of any length, nor any Vehicle not currently registered and displaying a current license plate shall be parked for storage overnight or longer in the Subdivision or in any way visible to occupants of the Subdivision or the users of any public street within the Subdivision. No

Commercial Vehicle will be parked on any public street, except temporarily while performing services on a Lot or in a Residence.

6.5 Temporary Structures. No Residence shall be occupied prior to completion. No temporary living quarters shall be constructed within the Subdivision. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any Lot shall be used as a dwelling, temporarily or permanently, nor shall any structure of a temporary character be used as a dwelling.

6.6 Animals and Pets. No animal, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot or in any Residence with the exception of dogs, cats, or other usual and common pets in reasonable number which are housed inside the Residence on the Lot. No pet shall be kept, bred, or maintained for any commercial purpose. Dogs shall be confined on a leash at all times whenever outside a Residence. Pet waste must be promptly collected and properly disposed by the person responsible for such pet. As stated above in Section 5.13, no pet enclosures or pet shelters may exist in the limited common area pertaining to any Lot. The term "pet enclosures" includes so-called "invisible fences".

6.7 Nuisance. It shall be the responsibility of each Owner of a Residence to prevent any unclean, unhealthy, unsightly, or dangerous condition of the Residence or Lot. No Residence shall be used, in whole or in part, for the storage of any property or thing that will cause such Residence to appear to be in an unclean, unsightly, or untidy condition, based on reasonable standards prescribed by the Association; nor shall any substance, thing, or material be kept upon any Residence that will emit foul or offensive odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of Residences. No noxious or offensive activity shall be carried on upon any Lot, common area, or within any Residence, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person owning or occupying a Residence. No plant, animal, device, or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish the enjoyment of the Subdivision shall be maintained within a Residence or on a Lot. Yard incinerators for the disposal or burning of trash shall not be permitted anywhere within the Subdivision. All these standards shall be based upon the reasonable judgment of the Association.

6.8 Antennae and Reception Devices. No exterior antennae, satellite dishes in excess of 24 inches in diameter, or television or other communication reception devices of any kind shall be placed, allowed, or maintained upon any portion of any Lot without obtaining the prior written consent of the Board of Directors and the Design Committee. Any consent will take into account the appearance of such device and whether its installation will interfere with the general appearance of the Residences, including the Residence where the device is sought to be installed.

6.9 Clotheslines, Refuse Containers, Woodpiles, etc. All trash and other refuse will be deposited by Owners and occupants in the central trash facility provided in the common area. Otherwise, no garbage cans, refuse containers, or other similar items shall be placed outside a Residence or in any portion of the common area. All rubbish, trash, and garbage shall be regularly removed from the Residence and shall not be allowed to accumulate. No clothesline shall be

permitted outside a Residence or in any portion of the common area (including the limited common area pertaining to a Lot). No liquid fuel container (other than for use in connection with a normally sized outdoor cooking device) shall be located within or outside of a Residence, including common area and limited common area.

6.10 Drilling and Exploration. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon any Lot or common area, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot or common area. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or common area.

6.11 Submission of Documents. No Residence, Building, or other permanent structure shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Board of Directors and the Design Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. Approval or disapproval as required in these covenants by the Board of Directors and the Design Committee shall be in writing.

6.12 Alterations, Additions and Improvements. Without the prior written approval of the Board of Directors and the Design Committee, no Owner may make any alterations, additions, improvements, repairs, change of colors, excavation, changes in grade or other work, which in any way alters the exterior of any Lot or Residence located thereon from its natural or improved state existing on the date such Lot or Residence was first conveyed by the Declarant to the Owner except as otherwise expressly provided in this Amended Declaration.

SECTION 7: Owner Responsibility - Maintenance, Repairs and Replacements. Each Owner shall at his expense be responsible for the maintenance, repairs, decoration and replacement within his own Residence except as may otherwise be provided herein. All fixtures and equipment installed within the Residence commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Residence shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair in his Residence, which if neglected, might adversely affect any Residence, Common Area or the value of the Property. Such maintenance and repairs include but are not limited to internal water lines, plumbing, electric lines, gas lines, appliances, doors, windows, lamps, and all other accessories belonging to the Owner and appurtenant to the Residence. Maintenance, repairs, replacements and upkeep of the Common Area shall be furnished by the Association, as a part of the Common Expense.

7.1 Maintenance of Lots and Improvements. The Association shall maintain any trees, shrubs, grass or walks which the Association or Declarant originally planted or installed upon any Lot; shrubs or landscaping installed by an Owner or prior Owner upon the Owner's Lot shall be maintained by the Owner. However, only annual plants may be planted by such Owner. No perennials or trees of any kind may be planted by such Owner. However, if no such vegetation, plantings, or landscaping have been installed by such Owner or prior Owner, the Association will

maintain such areas. From time to time, the Association may publish specific standards concerning such maintenance. Specifically, with respect to the Residence on the Lot and the sidewalks on the Lot's applicable limited common area, such Owner shall:

7.1.1. Landscaping. Tend the vegetation, plantings, and landscaping, as applicable, at such times and in such manner as may reasonably be required in order to prevent the unsightly growth of vegetation and weeds, and to exercise good husbandry.

7.1.2. Each Owner shall be responsible for watering shrubs and trees planted by the Association in accordance with good gardening practices. If the Owner fails to adequately water their landscaping, the Association will take the necessary steps to repair or replace the landscaping as necessary to preserve the character of residential development and to protect the property values within the Subdivision. The Owner will be responsible for all costs associated with the repair and replacement of the landscape.

7.1.3. Rubbish. Remove all debris, rubbish, and litter.

7.1.4. Appearance. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Subdivision.

7.1.5. Exterior. Keep the exterior of the Residence and the sidewalks on the Lot's limited common area in a reasonable state of repair or maintenance with respect to appearance, function, and safety. To the extent that an Owner or agent of an Owner must enter upon an adjacent Lot or Residence for the purpose of maintaining or repairing any portion of any improvements of such Owner's Lot, a temporary easement shall exist which entitles the Owner or agent of the Owner to enter on the adjacent Lot to facilitate such maintenance or repair. Any Owner who utilizes such easement right is deemed to indemnify such adjacent Owner against loss or damage caused by such entry or use.

7.1.6. Snow Removal. Each Owner shall be responsible for cleaning and removing snow under two (2) inches and ice, debris and any other obstruction from the sidewalks within each owner's Lot, to the extent the Association does not clean and remove such items. The Association will remove snow that accumulates over two (2) inches.

7.1.7. Sewer Laterals. The cost of maintaining, servicing and operating any sewer lateral that serves Residences in Woolery Mill, Section Two from the point where the sewer line exits the Residence to the point where the sewer lateral connects to the City of Bloomington sewer main shall be borne by the Owner. The location of the sewer laterals are shown on the Plat.

7.2 Other. All other maintenance items not performed by the Association.

7.2.1. To the extent that any Owner fails to meet such Owner's maintenance obligations, the Association may undertake such obligations on such Owner's behalf, but is under no obligation to do so and will bear no liability or responsibility if it does not do so. However, if the Association does undertake such maintenance, the Association shall charge the Owner for the expenses for such maintenance and will be entitled to file a lien against the applicable Lot and Residence in the same manner in which the Association is otherwise entitled to file liens under this Amended Declaration for unpaid Assessments.

SECTION 8: ENFORCEMENT. The provisions of SECTION 6 and SECTION 8 hereof shall be liberally construed to affect the purpose of creating a uniform plan for the operation of the Subdivision. In the event that any Owner fails to fully observe and perform the obligations set forth in this Amended Declaration, and in the further event that such failure is not cured within thirty (30) days after written notice of the same is given by the Board of Directors, or any Owner of any Residence within the Subdivision, the Association may levy a fine as determined by the Board of Directors for each day that a violation persists after notice. The Association shall also have the right to commence judicial proceedings to abate or enjoin such failure and to take such further action as may be allowed at law or in equity to correct such failure after commencement of such proceedings. In the event that such failure causes or threatens to cause immediate and substantial harm to any property outside of such defaulting Owner or to any person, the Association shall have the right to enter upon such Residence for the purpose of correcting such failure and any harm or damage caused thereby, without any liability whatsoever on the part of the Association. The failure or forbearance by any Owner or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the covenants or restrictions contained in this Amended Declaration cannot be adequately remedied by an action at law and that injunctive relief is appropriate. All costs incurred by the Association in connection with any act or proceeding undertaken to abate, enjoin, or correct such failure, including attorney's fees and additional fees charged by the Managing Agent, shall be payable by the defaulting Owner upon demand, and shall immediately become a lien against the Owners' Residence. The rights of the Owners and the Association under this section shall be in addition to all other enforcement rights hereunder or at law or in equity.

SECTION 9. ASSOCIATION RESPONSIBILITY: MAINTENANCE, REPAIRS AND REPLACEMENTS. The Association shall maintain the Signage; all yards, vegetation, plantings, and landscaping in the common area (including all limited common area) if this Amended Declaration so requires; street lamps (if any, including paying the utility fees and expenses); and other areas as shown on subsequent plats, or as determined from time to time by the Association, or as more specifically described in this Amended Declaration. The Association shall also maintain any so-called "tree-plot" area which is the area between any street in or abutting the Subdivision and the sidewalk adjacent and parallel to such street, but only with respect to the Real Estate or Additional Real Estate.

9.1. In addition to the maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot and Residence for the following: paint, repair, replacement and care of all roofs, gutters, downspouts, exterior building surfaces, and other exterior improvement excluding the following: windows (including, but not limited to any glass surfaces, screens, window fixtures), other hardware and decks/patio slabs which shall be the sole responsibility of the Owner.

9.2. The Association shall also maintain any trees, shrubs, grass or walks which the Declarant originally planted or installed upon any Lot; any trees, shrubs or landscaping installed by an Owner upon the Owner's Lot shall be maintained by the Owner.

9.3. If the need for maintenance and repair results from the willful or negligent act of the Owner, his family, guests or invitees, and is not covered or paid for by insurance on such Lot, the cost of such maintenance or repair shall be borne by the Owner, and shall be added to and become a part of the assessment to which his Lot is subject and be subject to the same method of collection as the Regular Assessment.

9.4. The Board of Directors, or their designated agents, shall have the right at reasonable times, and upon reasonable prior notice (except in cases of emergency in which case no notice will be required) to enter into each individual Residence for purposes of inspection of the Common Area appurtenant thereto, and replacement, repair and maintenance of the same.

9.5. The Association will also maintain Signage within the Subdivision. Each Owner of any Lot's limited common area upon which any such Sign or landscaping is located grants a perpetual easement to the Association to repair, replace, and maintain any such Sign located on such Lot's limited common area.

SECTION 10: PROCEDURE FOR ALTERATIONS AND ADDITIONS TO LOTS AND RESIDENCES.

10.1. Governing Bodies. The Board of Directors, the Design Committee, its powers, its membership, and the procedure for approving plans and specifications for original construction and of any subsequent alterations to Buildings on the Lots as specified in the Amended Declaration are applicable to all such construction and alterations in the Subdivision.

10.2. General. In order to preserve the natural quality and aesthetic appearance of the existing geographic area, no Residence, Building or improvement of any type or kind shall be repainted a different color, constructed, or placed on any Lot without the prior written approval of the Board of Directors through its Design Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot (and on the abutting Lot

which contains a Residence which has a common wall with the subject Lot) and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans shall include plot plans showing the location of all improvements existing on the Lot and the location of the improvement proposed to be constructed on the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of one inch equals 10 feet, or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or plat plans which shall be prepared by a registered land surveyor, engineer, or architect.

10.3. Power of Disapproval. The Board of Directors, through its Design Committee may refuse to grant permission to repaint, construct, place or make the requested improvement when:

- (a) the plans, specifications, drawings, or other material submitted are inadequate or incomplete, or show the proposed improvement to be in violation of this Amended Declaration or an applicable ordinance, law, or code;
- (b) the design or color scheme of a proposed repainting or improvement is not in harmony with the general surroundings of the Lot or with adjacent Residences or structures; or
- (c) the proposed improvement or any part of it would, in the opinion of the Committee, be contrary to the interests, welfare, or rights of all or any of the other Owners.

10.4. Duties of the Board of Directors and the Design Committee. The Board of Directors, through its Design Committee shall approve or disapprove proposed improvements within 60 days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee 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 for such disapproval.

10.5. Liability of the Board of Directors and the Design Committee. Neither the Board of Directors or the Design Committee nor its agent, 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.

10.6. Inspection. The Board of Directors and/or Design Committee may inspect work being performed to assure compliance with this Amended Declaration and applicable regulations.

10.7. Membership. The Design Committee shall consist of three Owners selected from time to time through the written approval of at least 51 percent of all Owners in the Subdivision.

Membership on the Design Committee may be changed and vacancies shall be filled from time to time upon the written approval of at least 51 percent of all the Owners; however, in the event of a vacancy on the Committee, the remaining two Committee members may appoint an Owner to the Committee to serve until the requisite percentage of Owners, as prescribed, shall otherwise appoint an Owner to fill such vacancy. In the absence of obtaining the requisite votes for Design Committee members, the Board of Directors will accept the responsibility of the Design Committee until members are elected.

10.8. Approvals. The Design Committee shall review the proposed alteration or addition and make its recommendation to the Board of Directors. The Board of Directors shall have final approval and may approve or reject the recommendation made by the Committee. The required approval, determination, permission, or consent shall be deemed given, if in writing and signed by the President of the Board of Directors.

SECTION 11: ASSOCIATION.

11.1. Membership. Each Owner will become a member of the Association as to the respective Lot acquired at the time of becoming an Owner within the meaning of this Amended Declaration. Each Owner will remain a member until ceasing to be an Owner, at which time the membership will terminate and be transferred automatically to the successor Owner. Any Person who holds an interest in a Lot merely as security for the performance of an obligation will not be a member unless and until the Person realizes upon such security, at which time the Person will become an Owner and a member of the Association automatically.

11.2. Management. The business and affairs of the Association will be governed and managed by the Board of Directors. No person will be eligible to serve as a member of the Board of Directors unless that person is a Member in good standing, an Owner within the meaning of the Amended Declaration.

11.3. Duties of the Board of Directors. The Association shall be governed by the Board of Directors elected according to the procedures set forth in this Amended Declaration. The members shall be entitled to vote for the election of the Board of Directors in accordance with the procedure outlined in the Bylaws. The Board shall be the governing body of the Association, represent all of the members, and be responsible for the functions and duties of the Association including but not limited to the maintenance of certain items as prescribed in this Amended Declaration.

SECTION 12: ASSESSMENTS.

12.1. Annual Accounting. Once annually, after the close of each calendar year of the Association, the Board of Directors shall furnish each Owner a financial statement, in accordance with the accounting practices of the Association.

12.2. Proposed Annual Budget. The budget will be adopted on or before December 31 of each year. Once annually, on or before the date for notice of the annual meeting of the

Association, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Area Expenses for the ensuing year and shall furnish a copy of such proposed budget to each Owner. The proposed annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption and if so adopted shall be the basis for the Regular Assessments for the ensuing calendar year. At the annual meeting of the Owners, the proposed budget may be approved in whole or in part or may be amended in whole or in part by a majority of the Owners present or represented at the meeting (provided a quorum is present); provided, however, in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved.

The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owner shall not constitute a waiver or release of the Owners to pay the Common Area Expenses.

12.3. Regular Assessments. The annual budget as adopted shall, based on the estimated cash requirement for the Common Area Expenses in the ensuing year as set forth in said budget, contain a proposed assessment against each Lot based on the total amount of said budget divided by the total number of Lots. The Regular Assessment against each Lot shall be paid in twelve (12) equal monthly installments on the first day of each month beginning in January following adoption of the budget. In addition to the monthly Regular Assessment, there will be an annual Regular Assessment for insurance. Payment of the monthly installments of the Regular Assessment and the annual Regular Assessment for insurance shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors. Any Owner may elect to pay any Regular Assessment in advance. The Regular Assessment and annual Regular insurance Assessment for each year shall become a lien on each separate Lot as of the date of the adoption of the annual budget.

12.4. Special Assessments. In addition to the Regular Assessments authorized above, the Association may levy such Special Assessments as may be necessary for the purpose of defraying, in whole or in part: (1) the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, and (2) the expense of any other contingencies or events not provided for in the annual budget or the reserves and the working capital of the Association; provided that no Special Assessments shall be levied without the assent of fifty-one percent (51%) of the votes cast at a meeting duly called for the purpose of passing a Special Assessment, when a quorum is present. Each Owner shall pay the Association a Special Assessment based on the total sum approved to meet the costs and expenses as heretofore provided, divided by the total number of Lots. The Association may, in connection with the levy of any Special Assessment, specify that the same shall be payable in installments and specify the due dates thereof.

12.5. Adjustments. In the event that the approved budget and Regular Assessments plus the reserves and working capital of the Association provide insufficient funds to meet the Association's actual expenses in any year, such deficiencies may be corrected through one or more Special Assessments. In the event the approved Regular Assessments exceed actual

expenses in any year, such surplus shall be retained and used to offset expenses in the next year(s) or deposited in the Reserve Account as determined by the Board of Directors.

12.6. Temporary Budget and Assessments. If for any reason an annual budget and the Regular Assessments for any year have not been determined as of January 1 of any year, the budget and Regular Assessments in effect during the preceding year shall continue in effect until such time as the annual budget and annual assessments are determined in accordance with the Amended Declaration and the Bylaws; provided, however, that said preceding budget and Regular Assessments may be increased by up to fifteen percent (15%) as the Board of Directors, by majority vote, may deem necessary in said temporary budget and Regular Assessments.

12.7. Operating Funds. The Association shall be obligated to establish an operating fund for the various expenses to be paid by the Association pursuant to this Amended Declaration, based upon good faith estimates of such expenses. Extraordinary expenditures not originally included in the annual estimate that become necessary during the year shall be charged by a Special Assessment. The Operating funds shall be held by the Association pursuant to this Section shall be maintained in a federally-insured account in a commercial bank or savings bank doing business in Monroe County, Indiana.

12.8. Reserve Funds. The Association may establish a Reserve fund for the repair of certain areas in the Subdivision, consistent with the Amended Declaration, based upon good faith estimates of the useful life and replacement cost of such areas made or obtained by the Association. The Reserve fund shall be funded by payments from the Owners, subject to the Regular Assessment of Common Expenses and not by an extraordinary or Special Assessment. The Reserve funds shall be held by the Association pursuant to this Section shall be maintained in a federally-insured account in a commercial bank or savings bank doing business in Monroe County, Indiana and all interest shall be added to and deemed part of such fund.

12.9. Status of Funds Collected by Association. All funds collected pursuant to this Section shall be held and expended by the Association solely for the purposes designated in this Amended Declaration, and, except for such adjustments as may be required to reflect delinquent or prepaid Regular or Special Assessments, shall be deemed to be held for the use, benefit, and account of the Owners for the payment of Common Expenses.

12.10. Accounting Practices of the Association. The annual budget, the Regular Assessment and all sums assessed by the Association shall be established by using a *modified cash basis system*, which recognizes revenues when collected and expenditures when paid. The annual budget and the Regular Assessment shall, in addition, include the establishment and maintenance of a Reserve Fund for capital expenditures.

12.11. Collection of Assessments. Each Assessment shall be due and payable on the due date thereof as specified in the Amended Declaration, or if not so specified, then on any due date(s) determined by the Board of Directors. Any Regular or Special Assessment which is not paid in full by the Delinquency Date shall be deemed delinquent without further notice or demand to the defaulting Owner. A late fee shall be imposed on monthly assessments made

thirty (30) days after the due date. The late fee shall be ten percent (10%) of the amount due and shall be assessed each month for which there is a delinquency on the full amount of the delinquency. In the event that any costs or expenses, including attorney's fees, are incurred by or on behalf of the Association with respect to the recovery or collection of any delinquent Assessment, all such costs and fees shall be due and payable immediately by such delinquent Owner and shall bear interest from the date incurred until paid in full, at a rate of interest equal to eighteen percent (18%) per annum. All interest and all costs and expenses payable hereunder with respect to a delinquent Assessment shall be added to and deemed a part of such delinquent Assessment and shall constitute a lien on the delinquent Owner's Lot and Residence as of the date on which such delinquent Assessment first became a lien. The Board of Directors may at its option, bring suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same and the Association may foreclose its lien against the Lot and Residence of any Owner who does not pay in a timely manner.

12.12. Subordination of Assessment Lien to Mortgage. Notwithstanding anything contained in the Amended Declaration, the Articles of Incorporation of the Association or the Bylaws, any sale or transfer of a Lot or Residence to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu of, or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosure shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installment which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien cannot relieve the prior Owner from personal liability.

SECTION 13: RIGHTS OF MORTGAGEES. Except to the extent otherwise provided, no breach of these Restrictions shall defeat or render invalid the lien of any mortgage now existing or subsequently executed upon any portion of the Subdivision. However, if all or any portion of the Subdivision is sold under a foreclosure of any mortgage, any purchaser at such sale and its successors and assigns shall hold any and all land so purchased subject to this Amended Declaration.

SECTION 14: INSURANCE.

14.1. Association Insurance. Each Residence in the Association will be insured with the same insurance company chosen by the Board of Directors of the Association. The limit of insurance for each Residence will be equal to the full replacement cost thereof and each Owner will be responsible for the premium for their individual Residence. Such insurance coverage shall be for the benefit of each Owner, the Association and the Owner's mortgagee, if applicable. In the event of damage or destruction of any Residence, the Owner thereof shall cause such Residence to be promptly repaired and restored. The proceeds of insurance carried for the benefit of the Owner and Mortgagee for such purpose shall be applied to the cost of such restoration. If the insurance proceeds are inadequate to cover the costs of reconstruction or if there are no proceeds, the Owners of the Residences directly affected by the damage shall pay the cost for restoring the Residence. A Unit shall be deemed directly affected if and only if a part of such Residence, including but not limited to any party wall of such Residence is damaged or

destroyed. If any Owner fails or refuses to reconstruct his Residence when required, the Association may pursue whatever legal means are available to cause such restoration, including but not limited to the Association completing the restoration and paying the cost thereof, with the cost attributable to the Owner or Owners who refuse or fail to make the restoration when required becoming a lien on such defaulting Owner's Residence and subject to foreclosure in the same manner as provided for Regular Assessments.

The restoration referred to in this Section shall include the costs of construction incurred rebuilding the Residence in the same condition, as they existed immediately prior to the destruction or damage and with the same type of architecture. Notwithstanding any other provisions in this Amended Declaration, all Residences which are destroyed or damaged shall be restored pursuant to the provisions of this Section of this Amended Declaration, unless a majority vote of the Members of the Association decide that such restoration is not necessary, and all improvements in the Common Area which are damaged or destroyed shall be restored by the Association unless two thirds of the Members of the Association and two-thirds of all first Mortgagees decide not to make such restoration or to make such restoration in a different manner.

14.2. Additional Insurance. The Association shall also obtain comprehensive public liability insurance in such limits as the Board of Directors shall deem appropriate together with workman's compensation and other liability insurance if deemed necessary and appropriate by the Board of Directors. Such insurance shall also cover any liability claims of any member of the Association. Such comprehensive public liability insurance policy shall cover all of the Easement areas and shall insure the Association, the Board of Directors, Officers, any committee or organ of the Board of Directors, any Managing Agent appointed or employed by the Association, and all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Woolery Mill, Section Two Real Estate, all Owners and all other persons entitled to occupy any Residence. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of a Owner because of negligent acts of the Association or other Owners.

14.3. Insurance on Residences. Each Owner shall maintain personal property and liability insurance in the minimum amount of at least Five Hundred Thousand Dollars (\$500,000). Each Owner shall have the right to purchase at his own expense any additional insurance he/she may deem necessary. All insurance obtained, whether obtained by the Association or the Owners, including, but not limited to, insurance on the individual Residences, insurance on improvements in the Common Area and liability insurance, shall provide that the insurance company providing such insurance waives its right of subrogation, if any, against the Owners, the Association and their Agents.

14.4. General Provisions. The premiums for all insurance the Association is responsible to obtain shall be paid by the Association as part of the Regular Assessment.

SECTION 15: GENERAL PROVISIONS.

15.1. Duration. This Amended Declaration shall be perpetual, run with, and bind the Subdivision, Lots, Residences and Real Estate subjected to this Amended Declaration and shall inure to the benefit of and be enforceable by the Developer, its respective successors, assigns, heirs, executors, administrators, and personal representative, with the following exception:

15.1.1. The covenants and restrictions set forth in SECTIONS 5 and 6 shall have an initial term of 40 years from the date this Amended Declaration is recorded in the office of the Recorder of Monroe County, Indiana. At the end of this period, such covenants and restrictions shall automatically be extended for successive periods of 10 years each unless at least Seventy-Five Percent (75%) of all Owners, at the time of the expiration of the initial period or any extension period, shall sign an instrument, or instruments (which may be in counterparts) in which they agree to terminate any or all of the covenants, conditions, and restrictions in any manner as may be provided by law. However, no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Owner at least Ninety (90) days prior to taking the action which authorizes such agreement. In any event, any such agreement shall not become effective and binding until three years after the recording of the fully executed instrument or instruments containing such agreement. During such interim, the existing covenants, conditions, and restrictions will continue to be applicable.

15.2. Amendment of Declaration. Except as otherwise provided, amendments to this Amended Declaration shall be proposed and adopted in the following manner:

15.2.1. Notice of the subject matter of the proposed amendment shall be given to each Owner of a Residence. Any proposed amendment to this Amended Declaration must be approved by not less than 75% of the Owners. Each amendment to the Amended Declaration shall be executed by the Owners casting votes in favor of the amendment and shall be recorded in the office of the Recorder of Monroe County, Indiana, and such amendment shall not become effective until recorded.

15.3. Notice. Any notice required to be sent to any Owner under the provisions of this Amended Declaration shall be deemed to have been properly sent, and notice given, when emailed to the Owner at the last known email address on file with the Board of Directors or the Managing Agent, or mailed to the Owner at the last known post office address of the person who appears as Owner in the records of Monroe County Auditor's office. Valid notice may also be given to an Owner by (i) personal delivery to any occupant of the applicable Residence who is at least 14 years of age; or, (ii) by affixing the notice to or inserting it via any entry/exit door of such Residence.

15.4. Venue and Jurisdiction. In case any legal action is brought, it is stipulated and agreed that the action is governed by the laws of the State of Indiana, with the courts of Monroe County having sole and exclusive jurisdiction.

15.5. Severability. Should any covenant or restriction contained in this Amended Declaration, or any article, section, subsection, sentence, clause, phrase or term of this Amended Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties and the subject matter, such judgment shall not in any manner affect the other provisions of this Amended Declaration, which are hereby declared to be severable and which shall remain in full force and effect.

15.6. Rule Against Perpetuities. If any provision of this Amended Declaration shall be interpreted to constitute a violation of the rule against perpetuities, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of the persons signing the Amended Declaration on behalf of Developer plus twenty-one (21) years.

15.7. Gender and Number. Whenever the context of this Amended Declaration requires, the use of the masculine gender shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural and vice versa. No pronoun usage shall be deemed to exclude a reference to an institutional, corporate, partnership, limited liability company, or any other type of business entity. The various titles are for convenience of reference only and shall not be used as an aid in construing the provisions of this instrument.

IN WITNESS WHEREOF, the Owners acting by and through the WMTS2, Association of Co-Owners, Inc., have executed this Restated and Amended Declaration of Covenants, Conditions and Restrictions of Woolery Mill, Section Two on the date and year first above written.

WMTS2, ASSOCIATION OF CO-OWNERS, INC.

By:  _____

Its: PRESIDENT _____

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)

Jody Killingsworth known to me to be the President of the WMTS2, Association of Co-Owners, Inc. personally appeared before me, a Notary Public, in and for said County and State on the 18th day of December, 2014, and acknowledged the execution of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions of WMTS2, Association of Co-Owners, Inc.

My Commission expires:

10/16/16



Notary Public

County of Residence:

Monroe



Name Printed

This instrument prepared by: Megan Lewis, **Lewis Law LLC**, 1205 North Walnut Street, Bloomington, Indiana 47404-3565; (812) 336-6989.

EXHIBIT "A"

Articles of Incorporation for WMTS2 Association of Co-Owners, Inc.



State of Indiana
Office of the Secretary of State

CERTIFICATE OF INCORPORATION

of

WMTS2 ASSOCIATION OF CO-OWNERS INC.

I, Todd Rokita, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented confirms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, August 21, 2009.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, August 21, 2009

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,
SECRETARY OF STATE

RECEIVED 08/21/2009 11:02 AM
RECEIVED 07/02/2009 02:44 PM
RECEIVED 08/03/2009 10:23 AM

APPROVED AND FILED
TODD ROKITA
INDIANA SECRETARY OF STATE
8/21/2009 11:02 AM

ARTICLES OF INCORPORATION

Formed pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991.

ARTICLE I – NAME AND PRINCIPAL OFFICE

WMTS2 ASSOCIATION OF CO-OWNERS INC.
P.O. Box 304, Clear Creek, IN 47426

ARTICLE II – REGISTERED OFFICE AND AGENT

Christopher T. Langley
5548 S Rockport Road, Bloomington, IN 47403

ARTICLE III – INCORPORATORS

Christopher T. Langley
5548 S. Rockport Road, Bloomington, IN 47403
Signature: Christopher T. Langley

ARTICLE IV – GENERAL INFORMATION

Effective Date: 8/21/2009

Type of Corporation: Mutual Benefit Corporation (all others)

Does the corporation have members?: No

The purposes/nature of business

To collect dues and use to maintain the neighborhood.

Distribution of assets on dissolution or final liquidation

In the event of complete liquidation, dissolution of the Corporation, or the winding up of its affairs, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation, distribute all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations exempt from taxation under Section 501(c)(3), (4) or (6) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent Federal tax laws, as the Board of Directors shall determine.

EXHIBIT "B"

Bylaws

