

MARTHA A. WOMACKS
MARION COUNTY, INDIANA

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SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WOODLAND TRACE**

THIS SECOND AMENDMENT, dated January 21, 2002, is made by WOODLAND TRACE HOMEOWNERS ASSOCIATION, INC., an Indiana nonprofit corporation (the "Corporation").

Recitals:

A. WOODLAND TRACE, LLC, an Indiana limited liability company (the "Declarant") recorded a document entitled "Declaration of Covenants and Restrictions of Woodland Trace," dated December 21, 1999, and recorded on April 25, 2000, as Instrument No. 2000-0064247, as amended by a First Amendment to Declaration of Covenants and Restrictions of Woodland Trace, dated September 13, 2001, and recorded on October 9, 2001, as Instrument No. 2001-0179352 (the "Declaration"), in the Office of the Recorder of Marion County.

B. Pursuant to Article XI of the Declaration, Declarant and C.P MORGAN COMMUNITIES, L.P., an Indiana limited partnership ("Morgan"), as the Owners of a majority of the Lots in the Development, proposed a resolution to adopt an amendment to the Declaration in the form and substance of this Second Amendment, and such was duly approved by a majority of the Owners entitled to vote thereon.

C. The Corporation now desires to record this Second Amendment in accordance with the terms of the Declaration.

Terms:

NOW THEREFORE, the Declaration is amended as follows:

1. Article IV, Section 2(b), is hereby amended by deleting the third and fourth sentences thereof which begin, "The Class B membership shall cease^{1/4}," and replacing same with the following sentence:

"The Class B membership shall cease and terminate upon the transfer of control of the Corporation to the Owners other than Declarant, which transfer shall occur as soon as is practical upon the transfer of a number of Lots equal to eighty

percent (80%) of the Lots in the Real Estate; provided, however, that Declarant may transfer control of the Association at an earlier date in its sole discretion (such termination date herein referred to as the "Applicable Date"). Notwithstanding such transfer of control, during the time that Declarant owns any Lot or portion of the Real Estate, all actions of the Association shall continue to require the prior written approval of the Developer."

2. Article VII, Section 2, and Article VIII, Section 6, subparagraph A(iii) are hereby amended by deleting the word "Hamilton" therefrom, and replacing it with the word "Marion."

3. Article VIII, Section 3, is hereby amended to add the following new subparagraph to such Section:

"K. Homeowner Landscape Requirement. Within six (6) months of closing, the homeowner is responsible for installing one additional tree in the front yard which may be either a one (1) inch caliper ornamental, one and a half (1 ½) inch caliper shade or four (4) foot high evergreen. Also, the homeowner is responsible for installing at least eight (8) shrubs with a mixture of flowering and evergreen and with an eighteen (18) inch spread or height in the front yard.

Within thirty (30) days of initial occupancy of a Dwelling Unit, the Owner thereof shall cause the rear yard of such Lot to be seeded with grass of a type generally used in the Development. The initial seeding may be delayed if the occupancy date occurs between November 1 and the following March 31, or if, as of the date of occupancy, the final grading of the rear yard has not been completed; however, in either of such events, the initial seeding of the rear yard shall be completed on or before (a) May 1 following the date of occupancy, or (b) thirty (30) days following completion of final grading, which ever is later."

4. Article VIII, Section 5, subparagraph D, entitled "Vehicle Parking," is hereby deleted in its entirety, and replaced by the following paragraph:

"D. Parking and Prohibited Vehicles.

(i) *Parking.* Vehicles shall be parked in the garages or on the driveways serving the Lots. No motor vehicle, whether or not utilized by an Owner, shall be parked on any street or public right-of-way, except on a temporary and non-recurring basis. Garages shall be used for parking of vehicles and no other use or modification thereof shall be permitted which would reduce the number of vehicles which may be parked therein below the number for which the garage was originally designed.

No Owners or other occupants of any portion of the Real Estate shall repair or restore any vehicles of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or workshops, or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(ii) *Prohibited Vehicles.* Commercial vehicles primarily used or designed for commercial purposes, tractors, busses, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Real Estate except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Real Estate during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas. Any vehicles parked in violation of this Section or parking rules promulgated by the Board may be towed at the expense of the Owner."

5. Article VIII, Section 5, is hereby amended to add the following new subparagraph to such Section:

"L. Antennas, Aerials and Satellite Dishes/Solar Panels. No exterior antennas, aerials, satellite dishes, or other apparatus larger than thirty-six (36) inches in diameter and intended for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of any Lot. Any such antennas, aerials, satellite dishes or other such apparatus that do not exceed thirty-six (36") in diameter shall be permitted on a Lot only if such will be aesthetically concealed by landscaping or otherwise and, except as limited by any applicable law or regulation, shall be installed so as not to be visible from front elevation street view or constitute a nuisance or offensive effect on other Lot Owners. Under no circumstances shall any such antennas, aerials, satellite dishes, or other such apparatus be installed without the approval of the Committee. No radio or television signals, nor electromagnetic radiation, shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals within the Real Estate, provided however that the Declarant and/or the Corporation shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus or master antenna or cable system for the benefit of all or a portion of the Real Estate, should any such master system or systems be utilized by the Corporation and require any such exterior apparatus.

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot."

6. Article VIII is hereby further amended to add the following new Section to such Article:

"Section 8. Sales and Construction. Notwithstanding any provisions or restrictions contained in this Declaration or an attachment hereto to the contrary, it shall be expressly permissible for the Declarant and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Lots and residential dwellings or the developing of Lots, dwelling units and Common Areas, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model houses, and parking incident thereto, all as may be approved by the Declarant from time to time, provided that the location of any construction trailer of any assignees of the Declarant's rights under this Section shall be subject to the Declarant's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use any dwelling units constructed by Declarant or an assignee of Declarant as model residences, to provide parking on the streets within the Real Estate for persons visiting and touring such model residences and to employees and agents of Declarant, and to use any such dwelling unit as an office for the sale of Lots and dwelling units and for related activities."

7. Exhibit C to the Declaration is hereby amended by deleting therefrom Sections J, M, and N.

8. Exhibit C to the Declaration is hereby further amended by deleting from Section B the last sentence, which begins "Seventy-five percent of all homes^{1/4}"; provided, however, that such change to Section B shall only relate to that portion of the Real Estate which is described and depicted in Exhibit "A" attached hereto and made a part hereof.

9. Exhibit C to the Declaration is hereby further amended by deleting therefrom Section T, and replacing it with the following:

"T. Storage Sheds and Temporary Structures. Except as may be utilized by Declarant, no tent, shack, trailer, storage shed, mini-barn or other similar detached structure shall be placed upon a Lot or the Common Areas. Notwithstanding the above, party tents or similar temporary structures may be erected for special events with prior written approval of the Corporation or the Declarant and children's overnight camping tents will be allowed as long as they are not up longer than forty-eight (48) hours."

Notwithstanding the foregoing, the amendment created by this Section 9 shall not apply to the following Lot numbers: 4, 5, 6, 10, 12, 16, 17, 18, 32 and 38 (the "Exempt Lots"). Section T of Exhibit C prior to this amendment shall control and govern with respect to the Exempt Lots.

10. Exhibit C to the Declaration is hereby further amended by adding the following thereto:

"W. Interim Advisory Committee. Developer will establish and maintain until such time as Developer shall transfer control of the Association pursuant to this Declaration, an Interim Advisory Committee (the "Advisory Committee"). The Advisory Committee shall serve as a liaison between the Owners (other than the Developer) and the Association, and advise the Association from time to time during such period. The Advisory Committee shall consist of three (3) members, each of whom must be an Owner (other than Developer, or an officer, director or employee of Developer). The members of the Advisory Committee shall serve without compensation. The Advisory Committee shall be elected for a term of one (1) year by the Owners (other than Developer) at a meeting thereof called for such purpose. The Owners (other than Developer) may remove any member of the Advisory Committee with or without cause, and elect a successor at a meeting thereof called for such purpose.

11. Except as amended by Sections 1 through 10, above, the Declaration shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to be executed as of the date written above.

WOODLAND TRACE HOMEOWNERS
ASSOCIATION, INC.

By: Terry L. Eaton
Terry L. Eaton, President

Attest:

E. Davis Coots
E. Davis Coots, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Terry L. Eaton, as President, and E. Davis Coots, as Secretary, each of Woodland Trace Homeowners Association, Inc., an Indiana nonprofit corporation, who, having been duly sworn, executed the

foregoing First Amendment to Declaration of Covenants and Restrictions for Woodland Trace for and on behalf of said partnership and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 25th day of January, 2002.

Wanda L. Taylor
(Wanda L. Taylor) Notary Public

My Commission Expires:

August 12, 2006

My County of Residence is:

Hamilton

This Instrument prepared by Lewis E. Willis, Jr., Esq., Stark Doninger & Smith, Suite 700, 50 South Meridian Street, Indianapolis, Indiana 46204. X

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