

**AMENDED AND RESTATED CODE OF BY-LAWS OF
VILLAGE WALK HOMEOWNERS ASSOCIATION, INC.**

An Indiana Nonprofit Corporation

COMES NOW the Village Walk Homeowners Association, Inc. (hereinafter "Association"), by its Board of Directors, and states as follows:

WITNESSETH THAT:

WHEREAS, the residential community in Zionsville, Boone County, Indiana commonly known as Village Walk was established upon the recording of certain Plats for four Sections with the Office of the Recorder for Boone County, Indiana; and

WHEREAS, the Plats for Sections I, II, III and IV of Village Walk were originally subject to a Declaration of Covenants, Conditions and Restrictions on file in the Office of the Recorder of Boone County, Indiana in 1979; and

WHEREAS, the Association was incorporated pursuant to the above listed Covenants as a nonprofit corporation pursuant to Articles of Incorporation filed with, and approved by, the Indiana Secretary of State on or about April 10, 1981; and

WHEREAS, the above listed Covenants were subsequently amended and replaced by a vote of the homeowners by the Second Restated and Amended Declaration of Covenants, Conditions and Restrictions filed with the Office of the Recorder of Boone County, Indiana in 2010; and

WHEREAS, the Association's Board of Directors (while under the developer's control) originally adopted a Code of By-Laws for the Association and the homeowners within the four Sections of Village Walk; and

WHEREAS, the By-Laws, Article XIII, Section 1, state that the By-Laws may be amended at a regular or special meeting of the members of the Association by a vote of a majority of a quorum of members present in person or by proxy; and

WHEREAS, the Board of Directors desires to further amend the By-Laws of the Association.

WHEREFORE, the following Amended and Restated Code of By-Laws for Village Walk Homeowners Association, Inc. is hereby approved and adopted by the Board of Directors of the Village Walk Homeowners Association, Inc., after being approved by a majority of a quorum of the homeowner members present in person and by proxy at a special meeting held on October 5, 2009, and reconvened on November 1, 2010, and are effective as of the date of adoption. The following By-Laws shall supersede and replace all former By-Laws of the Association.

AMENDED AND RESTATED BY-LAWS

OF

VILLAGE WALK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is Village Walk Homeowners Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be 1450 Village Walk Drive, Zionsville, IN 46077, but meetings of members and directors may be held at such places within Boone County, Indiana, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

SECTION 2.1. "Association" shall mean and refer to Village Walk Homeowners Association, Inc., its successors and assigns.

SECTION 2.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Village Walk Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Every Owner is a member of the Association.

SECTION 2.3. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions.

SECTION 2.4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners, which property includes drainage and pond areas which serve the Properties.

SECTION 2.5. "Lot" shall mean and refer to each plot of land shown upon any recorded subdivision map or plat of the Properties, with the exception of the Common Area, upon which one dwelling unit may be constructed.

SECTION 2.6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in Miscellaneous Record 80 at page 25 in the office of the Recorder of Boone County, Indiana, on January 30, 1980, as such document may from time to time be amended.

SECTION 2.7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE III
MEETING OF MEMBERS

SECTION 3.1. ANNUAL MEETINGS. The annual meeting for the members shall be held either in the month of October or November of each year, with the specific date, time and place to be determined by the Board of Directors.

SECTION 3.2. SPECIAL MEETINGS. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written petition of the members owning at least ten percent (10%) of the total number of Lots. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

SECTION 3.3. NOTICE OF MEETINGS. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association. Any written notice delivered to the members as part of a newsletter or other publication regularly sent to the members constitutes a written notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting the purpose of the meeting.

SECTION 3.4. QUORUM. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 3.5. PROXIES. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

SECTION 4.1. NUMBER. The affairs of this Association shall be managed by a Board of five (5) directors, who shall be members of the Association. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot may be represented on the Board of Directors by more than one person at a time.

SECTION 4.2. TERM OF OFFICE AND VACANCY. Members of the Board of Directors shall be elected at each annual meeting of the Association. Each Director shall serve a term of three (3) years. One-third (1/3) of the persons on the Board of Directors shall be elected at each annual meeting of the Association. In the event the number of persons on the Board is not divisible by three, the number of Directors' positions available for election at the annual meetings shall be such number as to as closely approximate as possible the one-third requirement. For example, with a Board consisting of five (5) persons, two positions shall be elected at the annual meeting, two for the following annual meeting and one for the next annual meeting. Any vacancy or vacancies occurring in the Board caused by a death, resignation, or otherwise other than a vacancy created by removal, shall be filled until the next annual meeting of the members through a vote of a majority of the remaining Directors. At the first annual meeting of the members following any such vacancy, a Director shall be elected by the Owners to serve for the balance of the term of the Director in respect to whom there has been a vacancy. Despite the expiration of a Director's term, the Director continues to serve until a successor is appointed or elected and qualified.

SECTION 4.3. REMOVAL. A Director or Directors elected by the members, or elected by the Directors to fill a vacancy, may be removed by the members with or without cause if the number of votes cast to remove would be sufficient to elect the Director(s) at a meeting to elect Directors. A Director or Directors may be so removed by the members only at a meeting called for the purpose of removing the Director(s). The meeting notice must state that the purpose of the meeting is for voting upon the removal of the Director(s). In such case, his or their successor(s) shall be elected at the same meeting from eligible members nominated at the meeting to serve for the remainder of the term(s) of the removed Director(s).

SECTION 4.4. COMPENSATION. No Director shall receive compensation for any service he or she may render to the Association. However any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

SECTION 4.5. ACTION TAKEN WITHOUT A MEETING. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

SECTION 5.1. NOMINATION. Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee (if any) shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to the annual meeting of the members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but (if possible) not less than the number of vacancies that are to be filled. Such nominations must be made from among members.

SECTION 5.2. ELECTION. Election to the Board of Directors shall be by a voice vote unless the majority of the members at the meeting choose to vote by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, one vote per Lot. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

SECTION 6.1. MEETINGS AND NOTICE. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. No written or verbal notice need be given to Directors for regularly scheduled Board meetings of which the Directors are already aware. For all other Board meetings, the Secretary shall give notice of such meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meetings. Special meetings of the Board may be called by the President or any two (2) members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary, who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place as shall be designated in the notice. A Director may conduct or participate in a regular or special meeting of the Board of Directors through the use of conference telephone or any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

In lieu of written notices from the Association sent pursuant to the above paragraph, a Director may elect to receive notices of Board meetings by e-mail. Any Director choosing e-mail shall be deemed to have waived the right to receive notices from the Association by U.S. Mail or personal delivery. However, any such Director shall have the right at any time to withdraw his or her election to receive notice by e-mail, and shall thereafter be sent notices by the Association pursuant to the above paragraph.

SECTION 6.2. WAIVER OF NOTICE. Before or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place, and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 6.3. QUORUM. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act of decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 7.1. POWERS. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Lots and the Common Area and facilities, and the personal conduct of the members and their guests on Common Area and facilities, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of any facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a reasonable period of time as defined by the Board for infraction of published rules and regulations, including any provisions in the Declaration;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and;
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- (f) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

SECTION 7.2. DUTIES. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the votes of membership who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period.

- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained.

ARTICLE VIII
ASSESSMENTS

SECTION 8.1. All matters pertaining to the assessments payable by the homeowners to the Association are set forth in the Declaration of Covenants.

ARTICLE IX
OFFICERS AND THEIR DUTIES

SECTION 9.1. ENUMERATION OF OFFICERS. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

SECTION 9.2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

SECTION 9.3. TERM. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

SECTION 9.4. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

SECTION 9.5. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 9.6. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

SECTION 9.7. MULTIPLE OFFICES. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to section 9.4.

SECTION 9.8. DUTIES. The duties of the officers are as follows:

PRESIDENT

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

VICE-PRESIDENT

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

SECRETARY

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

TREASURER

- (d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE X
COMMITTEES

SECTION 10.1. The Board of Directors shall appoint committees as deemed appropriate in carrying out its purpose.

ARTICLE XI
AMENDMENTS

SECTION 11.1. AMENDMENT. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

SECTION 11.2. CONFLICTING PROVISIONS. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII
MISCELLANEOUS

SECTION 12.1. FISCAL YEAR. The fiscal year of the Association shall be the calendar year.

SECTION 12.2. INDEMNIFICATION OF DIRECTORS AND OFFICERS. To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was a director or officer of the Association shall be indemnified by the Association to the same and fullest extent that directors of nonprofit corporations are indemnified under the Indiana Nonprofit Corporations Act of 1991, as it now exists or as hereinafter amended.

201700003496
Filed for Record in
BOONE COUNTY, INDIANA
NICOLE K. (NIKKI) BALDWIN
BOONE COUNTY RECORDER
04-17-2017 At 01:54 pm.
AMENDMENT 25.00

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Eads, Murray

**Cross References: Instrument No. 483, Misc. Book 80, Page 25
Instrument No. 9915565, Misc. Book 83 Page 502
Instrument No. 20100011233**

**FIRST AMENDMENT TO THE SECOND RESTATED AND AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VILLAGE WALK, SECTIONS I-IV**

WHEREAS, the residential subdivision of Village Walk located in Zionsville, Boone County, Indiana (hereinafter "Village Walk") was originally created, and pursuant to a certain "Declaration of Covenants, Conditions and Restrictions for Village Walk," recorded in the Office of the Recorder of Boone County, Indiana, on September 17, 1979, as **Instrument No. 483, in Miscellaneous Book 80, pages 25, et seq.** (hereinafter, the "Original Declaration"), with said Original Declaration being amended on or about April 15, 1981 in the Office of the Recorder of Boone County, Indiana as Instrument No. **9915565 in Miscellaneous Book 83, pages, 502 et. Seq.** and amended and restated with such amendment recorded in the Office of the Recorder of Boone County, Indiana, on November 15, 2010, as **Instrument No. 20100011233** (hereinafter the "Amended Declaration"); and

WHEREAS, Article VIII Section 8.3 of the Amended Declaration, enables the same to be amended upon approval by a vote of a majority of the Owners of the one hundred sixty-eight (168) Lots in Village Walk; and

WHEREAS, ninety-six (96) of the Owners, being a majority of the Owners in Village Walk, voted to approve this First Amendment, pursuant to the terms below; and

WHEREAS, the Owners of Village Walk desire to amend certain provisions of the Amended Declaration,

NOW, THEREFORE, Amended Declaration is hereby amended by deleting Article IX of the Amended Declaration entirely and replacing Article IX of the Amended Declaration with the following:

ARTICLE IX
LEASING RESTRICTIONS

Section 9.1. General Purposes of Leasing Restrictions. The Association's members recognize that an owner-occupant is both psychologically and financially invested in a home to a greater extent than a renter, and thus owner-occupants maintain their property better than renters generally. The Association's members wish to insure that the residents within Village Walk share the same proprietary interest in and respect of the Lots and the Common Areas. They also want to encourage residents to not only maintain property values but also to improve them and recognize that owner occupants have more incentive to do so compared to non-owner occupants. Thus, the provisions of this Article IX shall be applicable. Except as allowed by this Article IX, occupants of a Lot can only consist of the Owner(s) thereof and members of their immediate family.

Section 9.2. Limits on the Number of Leased Lots ("Rental Cap"). No more than eight (8) of the one hundred sixty-eight (168) Lots may be leased or rented to non-owner occupants at any given time, except as may be otherwise provided in this Article IX. The Lots described in Section 9.3 below shall count towards the eight (8) Lot "Rental Cap". If at any time such number of Lots are leased or rented, an Owner who wants to rent or lease his or her Lot which is not already rented shall be placed upon a waiting list by the Board of Directors or the Managing Agent. When an existing tenant moves out, the Owner of that Lot shall immediately notify the Board of Directors or the Managing Agent of such fact and that Lot cannot be re-rented until all prior Owners on the waiting list, if any, have had a chance to rent their Lots. Prior to the execution of any lease, and in addition to the requirements set forth below, the Owner must notify the Board of Directors or the Managing Agent as to that Owner's intent to lease his or her Lot. After receiving such notice, the Board of Directors or the Managing Agent shall advise the Owner if the Lot may be leased or whether the maximum number of Lots within Village Walk is currently being leased. If the maximum number of Lots is being leased, the Board of Directors or the Managing Agent shall also notify the Owner of that Owner's position on the waiting list.

Section 9.3. Effective Date of "Rental Cap" on Existing Rentals. Within fifteen (15) days after the date this Amendment is recorded in the Office of the Recorder of Boone County (the "Recording Date"), the Board of Directors or the Managing Agent shall provide written notice to all Owners setting forth the Recording Date and the then current address of the Managing Agent. The provisions of Section 9.2 (the "Rental Cap") shall not apply to the Owner of any Lot in Village Walk which, as of the Recording Date, is rented or leased by its Owner to a non-owner occupant, so long as the Owner-landlord mails or otherwise delivers to the Board of Directors or the Managing Agent of the Association (at the address shown in the notice of the Recording Date), within sixty (60) days after the Recording Date, a copy of each executed lease of such Owner-landlord's

Lot (or Lots) which is in effect as of the Recording Date. Such lease copies may have the rental amount deleted. The Owners of such pre-Recording Date rented Lots shall not be subject to the provisions of Section 9.2, but shall be subject to the remaining provisions of this Article IX. However, when the Owner of any of the pre-Recording Date rented Lot(s) sells, transfers, or conveys such Lot(s) to another Owner after the date of recording of this Amendment, such Lot(s) shall immediately become subject to Section 9.2. The failure of any such Owner-landlord of a leased or rented Lot to deliver a copy of such pre-Recording Date lease within said sixty (60) day period to the Board of Directors or the Managing Agent shall result in said Owner-landlord's Lot being subject to the Rental Cap (from and after the date of expiration of such pre-Recording Date lease). However, in no event shall the Rental Cap apply to any lease executed prior to the Recording Date or to any renewals thereof provided for in any such leases, so long as the Lot continues to be occupied by one or more of the non-owner occupants in possession of the Lot as of the Recording Date. Any Lot that falls under the exception of this Section 9.3 shall, nevertheless, be counted as one of the eight (8) maximum Lots that may be rented at any given time even though such maximum does not apply to restrict the Owner of such pre-Recording Date leased Lot.

Section 9.4. Hardship Exceptions and Waiver. Notwithstanding Section 9.2 above, if an Owner wishes to rent or lease his or her Lot, but the maximum number of Lots is currently being leased, the Owner may request the Board of Directors to waive the "Rental Cap" and approve a proposed lease if the Owner establishes to the Board's satisfaction that the "Rental Cap" will cause undue hardship. If a majority of the entire Board of Directors approves in writing the Owner's request, the Board of Directors shall permit the Owner to rent or lease said Lot, subject to any further conditions or limitations imposed by the Board in the Board's discretion, but only if the Owner satisfies all other requirements of this Article IX. Such decision shall be at the sole discretion of the Board. Examples of an undue hardship include:

- (a) death, dissolution, or liquidation of an Owner;
- (b) divorce or marriage of an Owner;
- (c) necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Village Walk due to a change of employment or retirement of at least one (1) of such Owners;
- (d) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;
- (e) difficult local real estate market conditions; and
- (f) other similar circumstances.

Section 9.5. General Lease Conditions.

- (a) All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board of Directors.
- (b) A copy of each executed lease by an Owner which identifies the tenant (but which may have the rental amount deleted) shall be provided to the Board of Directors or the Managing Agent by the Owner within thirty (30) days after execution.
- (c) No portion of any Lot other than the entire Lot shall be leased for any period. No leases of any or all of a Lot for the purposes of serving as a Bed and Breakfast, Boarding House, or any other similar type leasing shall be permitted.
- (d) No subleasing shall be permitted.
- (e) All leases shall be made expressly subject and subordinate in all respects to the terms of the Plat Covenants, the Declaration, the By-Laws, the Articles of Incorporation, and any rules and regulations promulgated by the Board of Directors, as amended, to the same extent as if the tenant were an Owner and a member of the Association. The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease;
- (f) All leases shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Lot. If such provision is not in the lease, it will be deemed to be in such lease.
- (g) The Owner cannot be delinquent in the payment of any assessments or other charges to the Association. If at any time an Owner becomes delinquent, the Board shall have the right to revoke said Owner's right to lease the Owner's Lot, even if during the term of a lease.
- (h) The Board of Directors shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing.
- (i) All Owners who do not reside in the home shall provide the Board of Directors or the Managing Agent with the name of the tenant(s) and/or any other occupants residing in the home and the relationship to the Owner.

Section 9.6. Two Year Waiting Period. In addition to all other provisions of this Article IX, for a period of at least two (2) years after an Owner's acquisition of a Lot, said Owner cannot lease such Lot. After such time, said Lot will be eligible to be leased if all other conditions of this Article IX are satisfied and provided further that the Owner is not

delinquent in the payment of any assessments or other charges to the Association. Notwithstanding this Section 9.6, if an Owner wishes to lease a Lot prior to the end of the two year waiting period, the Owner may apply to the Board of Directors for a waiver. The Board may, in writing, approve an earlier lease if the Owner establishes to the Board's satisfaction that the waiting period will cause undue hardship in the manner as defined in Section 9.4 above.

Section 9.7. Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association and the other Owners for compliance with the provisions of the Plat Covenants, the Declaration, the Articles of Incorporation, the By-Laws, and any rules and regulations promulgated by the Board of Directors, or from the Owner's liability to the Association for payments of assessments or any other charges.

Section 9.8. Violations. Any lease or attempted lease of a Lot in violation of the provisions of this Article IX shall be voidable at the election of the Association's Board of Directors or any other Owner, except that neither party to such lease may assert this provision of this Article IX to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Association, or any Owner, shall have the right to exercise any and all available remedies at law or equity.

Section 9.9. Maximum Number of Lots Owned by a Single Owner. In order to help ensure that Village Walk remains a community where the Owners reside in the property:

- (a) No Owner may own more than two (2) Lots within Village Walk at any time. This restriction shall not apply to any Owner who owns more than two (2) Lots which were purchased or with respect to which there was a binding purchase agreement prior to the recording of this restriction.
- (b) If any Owner is the Owner of more than one (1) Lot, such Owner or the majority of the principals of such Owner shall and must reside in Indiana in at least one (1) of such Lots, unless otherwise approved in writing by the Board of Directors upon a showing by such Owner, satisfactory to the Board of Directors, of an undue hardship as defined in Section 9.3 above.

As defined in Section 1.2 of the Declaration, "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. As used in this Section 9.9 above, "Owner" also means those persons or entities who comprise less than all persons or entities who own in any form or manner the fee simple title or any part thereof to any Lot and those persons or entities who have any interest in any form or manner in the fee simple title or any part thereof to any Lot. As an example, if any person or entity owns or has any interest in the ownership of two (2) Lots, whether in his, her, or its name only, as joint tenants, as life tenant, or by or through any corporation, partnership, trust, limited liability company, or any other entity, that person cannot own a third Lot, whether in his,

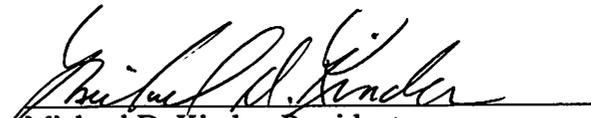
her or its name only, as joint tenants, as life tenant, or by or through a corporation, partnership, trust, limited liability company, or any other entity.

Section 9.10. Institutional Mortgagees. The provisions of this Article IX shall not apply to any institutional mortgagee of any Lot which comes into possession of the Lot by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure. However, when a Lot is sold or conveyed by such an institutional mortgagee to a subsequent purchaser, that subsequent purchaser shall be bound by the provisions of this Article IX.

Section 9.11. Burden of Proof. Anything to the contrary herein notwithstanding, if at any time a Lot is not occupied by one of the Owners thereof, there shall be a presumption that the Lot is being leased and subject to the provisions of this Article IX and the Owners shall have the burden of proving to the satisfaction of the Board of Directors that the occupancy is not in violation of the terms of this Article IX, including but not limited to the delivery to the Board of directors of a written statement of the nature and circumstances of the occupancy and any written document or memorandum that is the legal basis for the occupancy. For purposes of this Article IX and this Section 9.11, any occupancy (including occupancy pursuant to a rent-to-buy contract or similar arrangement or pursuant to any option to purchase) by anyone other than an Owner shall be deemed to be a lease, rental or other similar arrangement, unless the Owner delivers to the Board of Directors or the Managing Agent a written purchase contract, conditional sales contract or similar contract whereby the occupant is unconditionally and presently legally obligated to purchase the Lot.

Executed this 4~~7~~ day of April, 2017.

Village Walk Homeowners Association, Inc., by:

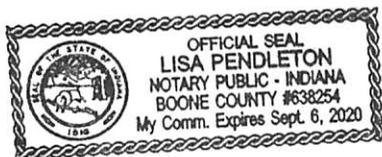

Michael D. Kinder, President

Attest:


Sandra L. Malik, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF BOONE)

Before me, a notary public, in and for said County and State, personally appeared Michael D. Kinder and Sandra L. Malik, the President and Secretary, respectively, of Village Walk Homeowners Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the representations made herein are true. Witness my hand and notarial seal this 4th day of April, 2017.



Lisa Pendleton
Notary Public - Signature
Lisa Pendleton
Printed
Residence County: Boone

My Commission Expires:
9-6-20

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law."
P. Thomas Murray, Jr., Esq.

This instrument prepared by P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216.
Tele: (317) 536-2565.

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 125.00
 + 2cross
 + 6non
 P. THOMAS MURRAY JR

201000011233
 Filed for Record in
 BOONE COUNTY, INDIANA
 MARY ALICE "SAM" BALDWIN, RECORDER
 11-15-2010 At 08:43 am.
 COVENANTS 133.00

**Cross-References: Instrument No. 483, Misc. Book 80, Page 25
 Instrument No. 9915565**

**SECOND RESTATED AND AMENDED DECLARATION
 OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR VILLAGE WALK, SECTIONS I-IV**

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**SECOND RESTATED AND AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR VILLAGE WALK, SECTIONS I-IV**

THIS INDENTURE WITNESSETH, that **Village Walk Homeowners Association, Inc.** an Indiana nonprofit corporation (hereinafter referred to as the "Association"), does hereby certify the following Second Restated and Amended Declaration of Covenants, Conditions and Restrictions for Village Walk, Sections I-IV, both inclusive, a single family residential subdivision in the Town of Zionsville, Boone County, Indiana (hereinafter referred to as the "Subdivision"):

Cross-reference. This document restates and amends in their entirety the following documents previously recorded in the office of the Recorder of Boone County, Indiana:

1. Original Declaration of Covenants, Conditions and Restrictions for Village Walk dated September 17, 1979, and recorded on or about January 30, 1980, as instrument no. 483, in **Miscellaneous Book 80, pages 25, et seq.** (the "Original Declaration").

2. Amendment to the Original Declaration dated April 8, 1981, and recorded on or about April 15, 1981, in **Miscellaneous Book 83, pages 502, et seq.**

3. The Plat Covenants of Phase I (Lots 1-32) recorded at **Plat Book 6, page 41.**

4. The Plat Covenants of Phase II (Lots 33-74) recorded at **Plat Book 6, page 42A.**

5. The Plat Covenants of Phase III (Lots 75-96) recorded at **Plat Book 6, page 73.**

6. The Plat Covenants of Phase IV (Lots 97-168) recorded at **Plat Book 6, page 85.**

(The preceding four references hereinafter referred to as the "Plat Covenants").

7. The Restated and Amended Declaration of Covenants, Conditions and Restrictions for Village Walk, Section I-IV dated December 28, 1999, and recorded on December 29, 1999, as **Instrument No. 9915565** ("Amended Declaration").

ARTICLE I

DEFINITIONS

Section 1.1: "Association" shall mean and refer to Village Walk Homeowners Association, Inc., an Indiana nonprofit corporation, its successors and assigns.

Section 1.2: “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3: “Properties” shall mean and refer to that real property described as Lots 1 through 168, both inclusive, in Village Walk, Sections I through IV, both inclusive, and the Common Area appurtenant thereto.

Section 1.4: “Common Area” shall mean all real property (including any improvements thereto) owned by the Association for the common use and enjoyment of the Owners, which property includes drainage and pond areas which serve the Properties.

Section 1.5: “Lot” shall mean and refer to each plot of land shown on the recorded subdivision plats of the Properties, with the exception of the Common Area, upon which one dwelling unit may be constructed.

Section 1.6: “Member” shall mean and refer to every person or entity that holds membership in the Association by virtue of their ownership of a Lot in the Subdivision.

Section 1.7: “Common Facilities” shall include the drainage or retention pond or lake constructed upon the Common Area, as well as any and all other improvements, of a recreational nature or otherwise, installed or constructed upon the Common Area.

Section 1.8: “Articles of Incorporation” shall mean and refer to the duly adopted Articles of Incorporation of the Association, as amended from time to time.

Section 1.9: “By-Laws” shall mean and refer to the duly adopted By-Laws of the Association, as amended from time to time.

Section 1.10: “Board” or “Board of Directors” shall mean and refer to the Board of Directors of the Association.

Section 1.11: “ARB” or “Architectural Review Board” shall mean and refer to a panel composed of no less than one board member (Chair) and two additional members. The Board can act as the ARB.

ARTICLE II

PROPERTY RIGHTS

Section 2.1: Owners Easements and Rights of Enjoyment. Every Owner of a Lot shall have a right and easement of enjoyment in and to the Common Area, and the right to use the Common Facilities constructed thereon, which right and easement shall be appurtenant to and shall pass with

the title to every Lot, subject to the following provisions:

a) The right of the Association to charge reasonable and non-discriminatory fees and to establish rules and regulations for the use of the Recreational Facilities.

b) The right of the Association to suspend the right to use the Recreational Facilities of any Owner who is delinquent in payment of dues or assessments for any period during which any assessment against his/her Lot remains unpaid; and for a reasonable period of time as defined by the Board for any infraction of the published rules and regulations.

c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members provided that no such dedication shall interfere with the use of such areas for drainage purposes. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the Members has been recorded.

Section 2.2: Delegation of Use. Any Owner may delegate, his right of enjoyment to the Common Area and Recreational Facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.1: Every Owner of any Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.2: Members shall be entitled to one vote for each Lot owned by them. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves may agree, but in no event shall such vote neither be split into fractional votes nor shall more than one vote be cast with respect to any Lot. Each vote cast for a Lot shall presumptively be valid, but if such vote is questioned by any member holding an interest in such Lot, if all members are not in agreement the vote of such Lot which is questioned shall not be counted.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1: Creation of the Lien and Personal Obligation of Assessments. Each Owner of each Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed or by

any other act that will cause a Lot or unit to become a Lot as herein defined, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and operating deficits, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with late fees set by the Board of Directors, collection costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such late fees, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments shall not pass to successors in title to such Lot unless expressly assumed by them.

Section 4.2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to maintain the Common Area and the drainage facilities thereon, the Common Facilities, to perform the functions described in this Declaration, and to promote the recreation, health, safety, and welfare of the residents in the Properties.

Section 4.3: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment against the Lots applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any purchase, construction, reconstruction, repair or replacement of a capital or physical improvement upon the Common Area, including fixtures and personal property, or to pay for any operating deficits, provided that any such assessment shall have the consent of a majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose at which a regular quorum is represented.

Section 4.4: Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected in advance.

Section 4.5: Due Dates of Assessments. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date. Written notice of the annual assessment shall be sent to every Owner subject thereto. Unless otherwise determined by the Board, the due date for the annual assessment will be May 1st. The due date or dates for the collection of special assessments shall be in the manner set forth in the adopting resolution or other action adopting the special assessment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, or its designee, setting forth whether the assessments on a specified Lot have been paid.

Section 4.6: Effect of Nonpayment of Assessments: Remedies of the Association: If any Owner shall fail, refuse or neglect to make any payment of any assessments when due, the lien for such assessment on the Owner's Lot may be foreclosed by the Board for and on behalf of the Association as provided by law. Upon the failure of an Owner to make payments of any assessments within thirty (30) days after such are due, the Board, in its discretion, may:

(1) impose a uniform monthly late charge, which will be considered an addition to the assessment, in an amount to be determined by the Board; and

(2) suspend such Owner's right to vote at Association meetings.

The Board may, at its option, bring a suit to recover a money judgment for any unpaid assessments without foreclosing or waiving the lien securing the same. In connection with any effort to collect or in any action to recover an assessment, regardless of whether litigation is initiated, the Board, for and on behalf of the Association, shall be entitled to recover from the Owner of the Lot, not only the delinquent assessments, but also all late charges imposed, all court costs, all costs of collection, charges, fees and expenses incurred by the Association with respect to such collection effort or action, and reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of a Lot.

Section 4.7: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.8: Required Expenditures. To the extent not performed by any public drainage board, the Association shall maintain the drainage facilities and lake on the Common Area, and shall further carry liability insurance on all Common Areas and Facilities, including the lake. The cost of such expenditures shall be paid for from the annual assessments.

Section 4.9: Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of any management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be canceled by an affirmative vote of a majority of the votes of the Members of the Association.

ARTICLE V

EASEMENTS AND BUILDING LINES

Section 5.1: The Association, acting through the Board of Directors, shall have the right to grant easements upon, across, over and under the Common Area for ingress, egress, installation, replacing, repairing and maintaining utilities, including but not limited to water, sewers, gas, petroleum, cable, CATV, broadband service, telephones and electricity but such easements shall be subject to the limitation that no use of or work done pursuant thereto shall interfere with the provision

for storm water storage and drainage and the quantity thereof on the Common Area. The Association shall have easements for the maintenance of all landscaping features, plants and walls, etc. installed by the original developers of each Section of the Subdivision.

Section 5.2: There are strips of ground of varying feet in width as shown on the Plats and marked U & D ESMT, which are reserved for the use of public utilities, not including transportation companies, for the mains, ducts and drains subject at all times to the proper authorities and to the easements granted and reserved on the Plats. No permanent structures are to be erected or maintained upon said utility easements. Owners of Lots in the Subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along, across and through said utility easements, and to the rights of owners of the other Lots in the Subdivision.

Section 5.3: Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained no building or structure.

ARTICLE VI

PLAT COVENANTS AND USE RESTRICTIONS

Section 6.1: Minimum Side Yards. No building, structure or accessory building shall be erected closer to the side of any Lot than seven (7) feet with an aggregate of nineteen (19) feet (combined and taken together) for both sides of Lot at the building line, except fences. Where buildings are erected on more than one single Lot, this restriction shall apply to the side lines of the extreme boundaries of the multiple Lots.

Section 6.2: Residential Use. All lots in the Subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not less than 2 cars and one residential accessory building.

All lots in the Subdivision shall be used for single family residential purposes only. No industry, business, manufacturing, mercantile, storing, trade, or any commercial activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted within Village Walk; provided, however, that an Owner may maintain an office or home business in the residence if: (1) such office or business generates no significant number of visits or unreasonable parking usage (both as determined by the Board of Directors) by clients, customers or other persons related to the business; (2) no equipment or other items related to the business are stored, parked or otherwise kept outside such Owner's residence; (3) there are no employees or independent contractors within the residence other than the Owner or other resident; (4) such Owner has obtained approvals for such use as may be required by the appropriate local and state governmental agencies; (5) the Owner complies with all provisions of municipal ordinances, including any home occupations ordinance; and (6) all other provisions of this Declaration and the rules and regulations are complied

with. No Lot or residence shall be used or rented for transient, motel or hotel purposes.

Section 6.3: Minimum Home Size. The minimum home sizes for homes in the Subdivision are as follows:

(a): The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than twelve hundred (1200) square feet in the case of a one-story structure, nor less than eight hundred (800) square feet in the case of a multiple story structure, provided no structure of more than one story shall have less than an aggregate of twelve hundred (1200) square feet of finished and livable floor area.

(b): The area of any structure shall not be less than sixteen hundred (1600) square feet of finished and livable floor area, except the following lots in Section II shall not be less than eighteen hundred (1800) square feet of finished and livable floor area: Lots 75, 76, 77, 78, 79, 80, 95 and 96.

Section 6.4: Commercial Buildings. No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.

Section 6.5: Trailers and Outbuildings. No trailers, shacks, or outhouses of any kind are permitted; one residential accessory building is permitted per LOT. A residential accessory building (including a storage shed) may not be larger than 120 square feet in ground area by twelve feet (12) in height. All storage shed proposals must be reviewed prior to construction and approved by the Architectural Review Board.

Section 6.6: Vehicles. No boats, other watercraft, campers, trailers, buses, mobile homes, mowers, recreational vehicles, trucks larger than $\frac{3}{4}$ ton, motorcycles, mini-bikes, mopeds, temporary storage units (e.g., PODS) shall be permitted, parked or stored anywhere within the Lot for more than three (3) days in a row and no more than fourteen (14) days cumulative in a given calendar year, unless stored completely enclosed within a garage for fully screened from the adjoining lots and/or Common Area. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view. Any parking of vehicles on the streets of the Subdivision shall be in conformity with all applicable ordinances of the Town of Zionsville.

Section 6.7: Animals. No farm animals, fowls, poisonous, dangerous or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in this subdivision. Any Owner with a pet causing or creating a threat, nuisance or unreasonable disturbance is in direct violation of the Zionsville Animal Control Ordinance (Article V, Section 9-40-9-44) and homeowners are to contact appropriate authorities. Only dogs, cats, and similar animals generally and customarily recognized as household pets, not exceeding reasonable numbers, may be kept or maintained on any Lot as household pets. All animals shall be leashed and under the control of the Owner when the animal is within any Common Area. Owners are responsible for the cleanup of any animal fecal

matter deposited on sidewalks, yards, and/or Common Areas. All animals kept or maintained on any Lot shall be kept reasonably confined so as not to act in a threatening manner to pedestrians walking on public sidewalks and so as not to be an annoyance or nuisance.

Section 6.8: Nuisances. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines, or by loud persons, and objectionable odors.

Section 6.9: Fences. No fence, wall, or continuous shrub shall be erected on or along any interior line, nor on any lot, the purpose or result of which will be to obstruct reasonable vision (see "Section 6.12: Sight Lines"), light or air, and all fences shall be kept in good repair (i.e., no missing or leaning boards; gates must be functional) and erected reasonably so as to enclose the property and decorate the same without hindrance or obstruction to any other property. No fence shall extend forward of the furthest back corner of the residence. All fencing style, color, location and height shall be generally consistent within Village Walk and shall be subject to prior written approval of the Architectural Review Board. Examples of acceptable fence materials include wood, vinyl-coated chain link, and wrought iron. Generally, proposed materials such as vinyl or PVC will be denied and prohibited, unless otherwise approved in writing by the Architectural Review Board. Fences must not exceed five (5) feet in height, except fencing which surrounds the Common Area or drainage pond thereon, or which shall be constructed along a perimeter lot line of the Subdivision to screen Ford Road, Cruse Road (-600S), or adjoin property on the western or southern perimeters. In addition to meeting the above conditions, all fences must be approved by the Village Walk Architectural Review Board. Special exception may be granted by the ARB (example, surrounding swimming pools or other amenities or situations).

Section 6.10: Water and Sewer. No private or semi-private water supply and/or sewage disposal system may be located upon any lot in this subdivision, which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located on constructed on any lot or lots herein except as approved by said health authority.

Section 6.11: Enforcement. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for the Association and any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so, or to recover damage or other dues for such violation.

Section 6.12: Sight Lines. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangle area formed by the street property lines and a line connecting points 25

feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 6.13: Maintenance of Lots. Each Owner shall be responsible for maintaining and keeping his/her Lot, Dwelling Unit, and all other structural improvements located on his or her Lot in good, clean, neat, sanitary and well-maintained condition and shall do such work thereon as is required to cause such Lot, Dwelling Unit, and structural improvements to be so maintained.

Also, the Owner of any Lot and or builder during any reconstruction process shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specifically, each such Owner shall:

- (a) Mow such portion of the Lot or Lots including any Drainage, Utility, Sanitary Sewer or Water Main Easements located on the Lot upon which grass has been planted at such time as may be reasonably required;
- (b) Remove all debris or rubbish from the Lot and keep them free of weeds, trash or construction debris and otherwise neat and attractive in appearance including, without limitation, the proper maintenance of the exterior of any structure(s) on such Lot;
- (c) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance;
- (d) Keep the exterior of all improvements in such a state of repair and maintenance as to avoid their becoming unsightly; and
- (e) Prevent or clean the migration or erosion of any soils onto roads or drainage easements from any Lot and to the extent the cleanup of any soils becomes an expense of the Association, the Owner shall reimburse the Association.

If any Owner or occupant shall fail to maintain the above in a good, clean, neat, and sanitary condition as determined by the Architectural Review Board, he/she will be issued a warning letter. If any Owner or occupant fails to maintain such Owner's Lot in the manner required herein, and if the Architectural Review Board determines that any maintenance of that Lot is necessary to ensure public safety or to comply with the Rules or the terms of this Declaration, then the Architectural Review Board may recommend to the Board of Directors that the Association hire contractors or agents to enter the Lot at any reasonable time to complete the necessary maintenance and, if such occurs, the Board may levy a Lot Assessment for all reasonable expenses incurred collectible like other assessments.

ARTICLE VII

ARCHITECTURAL REVIEW BOARD (ARB)

Section 7.1: Creation. The Architectural Review Board (ARB) shall be a standing committee of the Association, consisting of a minimum of three (3) persons, appointed by the

majority vote of the Board of Directors. The persons appointed by the Board to the ARB shall consist of Owners of Lots and may, but not need be, members of the Board of Directors. The exception to this is that the Chair of the Architectural Review Board must be a Board member. The Board may at any time remove any member of the ARB upon a majority vote by the members of the Board of Directors. At the Board's discretion, the Board may serve as the Architectural Review Board.

Section 7.2: Purposes and Power of Architectural Review Board. The ARB shall review and approve the design, appearance and location of all residences, structures or any other improvements, including alterations, repairs, change of colors, excavations, changes in grade or other work that in any way alters any Lot or the exterior of the improvements located thereon, placed or modified by any person on any Lot, in such a manner as to preserve the value and desirability of the Real Estate and the harmonious relationship among Residence Units and the natural vegetation and topography.

- (i) In General. Any addition or improvement requiring a building permit from the Town of Zionsville must be approved by the ARB. No residence, building, structure, antenna, walkway, fence, deck, pool*, tennis court, basketball goal, wall, patio or other improvement (e.g., paint color, siding) of any type or kind shall be erected, constructed, placed or modified, changed or altered on any Lot without the prior written approval of the Architectural Review Board. Such approval shall be obtained only after written application has been made to the ARB by the Owner of the Lot requesting authorization from the ARB. Such written application shall be in the manner and form prescribed from time to time by the ARB and, in the case of construction or placement of any improvement, shall be accompanied by two (2) complete sets of plans and specifications for the proposed improvements. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon 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, estimated completion time, and any proposed landscaping, together with any other material or information which the ARB may reasonably require. The design or color scheme of a proposed improvement must be in harmony with the general surroundings of the Lot or with adjacent buildings or structures, including trim, siding, roof, and brick colors. Unless otherwise permitted by the Architectural Review Board, plot plans shall be prepared by a registered land surveyor, engineer or architect. Compliance with these covenants in no way relieves the property owner of compliance with all ordinances and zoning regulations of the Town of Zionsville and the Zionsville Plan Commission. Such approval shall be in addition to, and not in lieu of, all approvals, consents, permits and/or variances required by law from governmental authorities having jurisdiction over Village Walk Subdivision, and no Owner shall undertake any construction activity within Village Walk Subdivision unless all legal requirements have been satisfied. Each Owner shall complete all improvements to a Lot strictly in accordance with the Lot Development Plan approved by the ARB. Any shingles,

siding, fencing or other home improvements previously installed/completed are grandfathered up until the date of the recording of this Second Restated and Amended Declaration of Covenants.

*No above-ground swimming pools shall be permitted in the Subdivision. Temporary 'kiddie' (less than two (2) feet deep) pools are acceptable based on the discretion of the Architectural Review Board (including taking the pool down upon the request of the ARB. All other pools must receive prior approval from the ARB. As of the date of the recording of this Second Restated and Amended Declaration of Covenants, any above ground pools previously installed are grandfathered but may not be replaced without approval from the ARB.

- (ii) **Power of Disapproval.** The Architectural Review Board may refuse to approve any application (a "Requested Change) made to it when:
 - (a) The plans, specification, drawings or other materials submitted are inadequate or incomplete, or show the Requested Change to be in violation of any of the terms of this Declaration applicable to any part of Village Walk;
 - (b) The design or color scheme of a Requested Change is not in harmony with the general surroundings of the Lot or with the adjacent homes or Lots or related improvements; or
 - (c) The Requested Change, in the opinion of the ARB, would not preserve or enhance the value and desirability of the Village Walk Subdivision or would otherwise be contrary to the interests, welfare or rights of the Association or any other Village Walk Owner.

In disapproving any application, the ARB shall furnish the applicant with specific reasons for such disapproval, and may suggest modifications in such plan which would render the plan acceptable to the ARB if resubmitted.

- (iii) **Restoration in Accordance with Original Plans.** Any restoration or repair of the exterior of a Home, after a partial condemnation or damage due to fire or other casualty, shall be performed substantially in accordance with the Declaration and the original plans and specifications for the same, unless other action is approved by the Architectural Review Board.
- (iv) **Rules and Regulations.** The Architectural Review Board, from time to time, may promulgate, amend or modify additional rules and regulations or building policies or procedures as it may deem necessary or desirable to guide Owners as to the requirements of the ARB for the submission and approval of Requested Changes. Any such guideline or standard may be appealed to the Village Walk Board of Directors

which may terminate or modify such guideline or standard by a two-thirds (2/3) vote of the Directors then serving.

Section 7.3: Duties of Architectural Review Board. The Requested Change must be submitted to the ARB prior to the start of the project, and the ARB shall approve or disapprove proposed improvements within thirty (30) days after all required information has been submitted and actually received by the Architectural Review Board. One copy of the submitted material shall be retained by the Architectural Review Board for its permanent files.

Section 7.4: Liability of the Architectural Review Board. Neither the ARB, the Association, the Board of Directors, nor any agent or member of any of the foregoing, 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 in connection with a Requested Change or for any decision made by it unless made in bad faith or by willful misconduct.

Section 7.5: Inspection. The Architectural Review Board or its designee may, but shall not be required to, inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this section and may require any work not consistent with a approved Requested Change, or not approved, to be stopped and removed at the offending Owner's expense.

Section 7.6: Mediation. The Village Walk Board of Directors shall act as a mediator between the Architectural Review Board and the Owner when necessary. All questions/issues regarding a ARB ruling on a Requested Change should be provided to the Village Walk Board of Directors for review and will then be forwarded on (within 10 days) with the comments of support or suggested denial by the Board to the Architectural Review Board. The ARB will make the final decision on the Requested Change.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1: Enforcement. The Association, its successors or assigns, the Town of Zionsville and its designees, and/or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges on or hereafter imposed by the provisions of these Covenants, Conditions and Restrictions. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition to any other remedies available at law or equity, the party successfully enforcing a violation of these covenants shall be entitled to recover reasonable attorneys fees incurred in such action.

The Association may make and enforce reasonable rules and regulations governing the use of the property, which shall be consistent with this Declaration and the Association documents. The

Association shall have the power to impose sanctions on Owners for violation of the Rules, including without limitation: (i) suspension of the right to vote as a member of the Association, and (ii) suspension of the right to use the common property. In addition, the Village Walk Board of Directors shall have the power to seek relief in any court for violations or to abate reasonable disturbances. If the Board of Directors expends for attorneys fees on litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any owner, tenant, guest or invitee of any owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot. The restrictions below that are not adhered to will result in a warning letter.

To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Village Walk Board of Directors shall have the authority to grant reasonable variances from the provisions of this article and from the architectural standards established pursuant to this article, provided that the activity or condition is not prohibited by law; and provided further that, in their judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Board of Directors. No variance granted pursuant to this paragraph shall constitute a waiver of any provision of this Declaration as applied to any other person or any part of the property.

Section 8.2: Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8.3: Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended only by the affirmative vote or written consent or any combination thereof, of the Owners of a majority of the one hundred sixty-eight (168) Lots in the Subdivision. Any amendment to be effective must recorded with the Boone County Recorder.

Section 8.4: Non-Discrimination. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of other Owners.

Section 8.5: Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporation or individuals, men or woman, shall in all cases be assumed as though in each case fully expressed.

Section 8.6: Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party, including without limitation the Association, to invoke any available remedy with respect to any violation or threatened violation of any covenants, conditions or restrictions enumerated in this Declaration, in a Plat of any part of the Subdivision, or of any rules and regulations promulgated by the Board of Directors, shall constitute a waiver by that party of, or an estoppel of that party to assert,

any right available to it upon the occurrence, recurrence or continuance of such violation.

Section 8.7: Grandfather Clause. Any non-permanent structure or condition that does not comply with the provisions of this Second Restated and Amended Declaration will be in violation and the Owner will be sent notification of such violation. Repairs, removal, corrections must be made within 30 days of notice from the Board of Directors or the Architectural Review Board or further enforcement action may be taken.

For any permanent structure or condition that was allowed under the prior versions of this Declaration, the Owner does not need to comply with this Second Restated and Amended Declaration unless the structure or addition is substantially repaired or modified. In the event of a substantial repair or modification, the Owner must comply with the provisions of this Second Restated and Amended Declaration.

ARTICLE IX LEASING RESTRICTIONS

Section 9.1. One Year Waiting Period. The Association's members recognize that an owner-occupant is both psychologically and financially invested in a home to a greater extent than a renter, and thus owner occupants maintain their property better than renters generally. The Association's members wish to insure that the residents within Village Walk share the same proprietary interest in and respect of the Lots and the Common Areas, and to encourage residents to not only maintain property values but also to improve them by recognizing that owner occupants have more incentive to do so compared to non-owner occupants. Thus, for a period of at least one (1) year after an Owner's acquisition of a Lot, said Owner cannot lease such Lot. After such time, said Lot will be eligible to be leased if all other conditions of this Article IX are satisfied and provided further that the Owner is not delinquent in the payment of any assessments or other charges to the Association. Notwithstanding this Section 9.1, if an Owner wishes to lease a Lot prior to the end of the one year waiting period, the Owner may apply to the Board of Directors for a waiver. The Board may in its discretion, in writing, approve an earlier lease if the Owner establishes to the Board's satisfaction that the waiting period will cause undue hardship. Examples of an undue hardship include:

- (1) death, dissolution or liquidation of an Owner;
- (2) divorce or marriage of an Owner;
- (3) necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Village Walk due to a change of employment or retirement of at least one (1) of such Owners;
- (4) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;

- (5) Difficult real estate market conditions;
- (6) other similar circumstances.

Section 9.2. General Lease Conditions. All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board of Directors. No portion of any Lot other than the entire Lot shall be leased for any period. No subleasing shall be permitted. All leases shall be made expressly subject and subordinate in all respects to the terms of this Declaration, the By-Laws, Articles of Incorporation, and any rules and regulations promulgated by the Board of Directors, as amended, to the same extent as if the tenant were an Owner and a member of the Association; and shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Lot. If such provision is not in the lease, it will be deemed to be in such lease. The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease. All Owners who do not reside in the home shall provide the Board of Directors with the name of the tenant(s) and any other residents living in the home.

Section 9.3. Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association and the other Owners for compliance with the provisions of this Declaration, the Plat Covenants, the Articles of Incorporation, the By-Laws, and any rules and regulations promulgated by the Board of Directors, or from the Owner's liability to the Association for payments of assessments or any other charges.

Section 9.4. Association's Copy of Lease. A copy of each executed lease by an Owner which identifies the tenant (but which may have the rental amount deleted) shall be provided to the Board of Directors by the Owner within thirty (30) days after execution.

Section 9.5. Violations. Any lease or attempted lease of a Lot in violation of the provisions of this Article IX shall be voidable at the election of the Association's Board of Directors or any other Owner, except that neither party to such lease may assert this provision to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Association, or any Owner, shall have the right to exercise any and all available remedies at law or equity.

Section 9.6. Institutional Mortgagees. The provisions set forth in this Article IX shall not apply to any institutional mortgagee of any Lot which comes into possession of the Lot by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure. However, when a Lot is sold or conveyed by such an institutional mortgagee to a subsequent purchaser, that subsequent purchaser shall be bound by the provisions of this Article IX.

HOMEOWNER APPROVAL AND SIGNATURE PAGE
Second Amended and Restated Declaration of Covenants, Conditions & Restrictions
And the Amended and Restated By-Laws of Village Walk, Sections I-IV

<u>Angela Kolman</u> (owner's signature)	_____
<u>Angela Kolman</u> (printed)	_____
<u>1674 Catalina Way</u> (street address of Village Walk home)	_____
	(Lot No.)

<u>CynGay Hey</u> Owner's Signature	_____
<u>CynGay Hey</u> Printed Name	_____
<u>1653 Catalina Way</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	Email Address

<u>Danise Subramaniam</u> (owner's signature)	_____
<u>Danise Subramaniam</u> (printed)	_____
<u>1623 Catalina Way</u> (street address of Village Walk home)	_____
	(Lot No.)

HOMEOWNER APPROVAL AND SIGNATURE PAGE
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<u>Theresa Beardsley</u> (owner's signature)	<u>Andrew Beardsley</u> (owner's signature)
<u>Theresa Beardsley</u> (printed)	<u>Andrew Beardsley</u> (printed)
<u>1143 Catalina Way</u> (street address of Village Walk home)	_____
	(Lot No.)

VILLAGE WALK HOMEOWNER APPROVAL AND SIGNATURE PAGE

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Owner's Signature

Owner's Signature (optional)*

Elizabeth A. Damm
Printed Name

Printed Name (optional)*

1633 Catalina Way
Street Address of Village Walk Home

bdamma@email.com
Email Address


Owner's Signature

Owner's Signature (optional)*

Gary Stehle
Printed Name

Printed Name (optional)*

1644 Catalina Way
Street Address of Village Walk Home

g.stehle@yahoo.com
Email Address

Owner's Signature

VILLAGE WALK HOMEOWNER APPROVAL AND SIGNATURE PAGE

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Owner's Signature

Owner's Signature (optional)*

Jeremy Newland
Printed Name

Printed Name (optional)*

1654 Catalina Way, Zionsville
Street Address of Village Walk Home

newdle@hotmail.com
Email Address

Street Address of Village Walk Home

Email Address

VILLAGE WALK HOMEOWNER APPROVAL AND SIGNATURE PAGE

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<u>Colleen Richards</u> Owner's Signature	_____
<u>Colleen Richards</u> Printed Name	_____
<u>60 Clay Ct.</u> Street Address of Village Walk Home	_____
	Email Address

<u>Jennifer Page</u> Owner's Signature	_____
<u>Jennifer K. Page</u> Printed Name	_____
<u>35 Clay Ct.</u> Street Address of Village Walk Home	_____
	Email Address

<u>Ted W. Stauffer</u> Owner's Signature	_____
<u>TED W. STAUFFER</u> Printed Name	_____
<u>40 CLAY CT.</u> Street Address of Village Walk Home	_____
	Email Address

_____	_____
Owner's Signature	Owner's Signature (optional)*
_____	_____
Printed Name	Printed Name (optional)*
_____	_____
Street Address of Village Walk Home	Email Address

*only one Homeowner signature required per property

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<u>J. Malik</u> Owner's Signature	_____
<u>MALIK</u> Printed Name	_____
<u>30 Danbury Ct</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	Email Address

<u>Linda Cox</u> Owner's Signature	_____
<u>Linda Cox</u> Printed Name	_____
<u>10 Danbury Ct.</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	Email Address

<u>Carolyn Abdallah</u> Owner's Signature	_____
<u>Carolyn Abdallah</u> Printed Name	_____
<u>620 Danbury Dr</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	Email Address

<u>Ryan W. Bergman</u> Owner's Signature	_____
<u>Ryan W. Bergman</u> Printed Name	_____
<u>15 Danbury Ct.</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	<u>Crbergman@stcglobal.net</u> Email Address

VILLAGE WALK HOMEOWNER APPROVAL AND SIGNATURE PAGE
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<u>Dyke Wilson</u> Owner's Signature	_____
_____	Owner's Signature (optional)*
<u>Dyke Wilson</u> Printed Name	_____
_____	Printed Name (optional)*
<u>430 Danbury Drive</u> Street Address of Village Walk Home	_____
_____	Email Address

<u>J. Wiebke</u> (owner's signature)	<u>Ingrid Bagge Wiebke</u> (owner's signature)
<u>John Wiebke</u> (printed)	<u>Ingrid Bagge Wiebke</u> (printed)
<u>610 Danbury Drive</u> (street address of Village Walk home)	_____ (Lot No.)

_____	_____
Owner's Signature	Owner's Signature (optional)*
_____	_____
Printed Name	Printed Name (optional)*
_____	_____
Street Address of Village Walk Home	Email Address

_____	_____
Owner's Signature	Owner's Signature (optional)*
_____	_____
Printed Name	Printed Name (optional)*
_____	_____
Street Address of Village Walk Home	Email Address

*only one Homeowner signature required per property

VILLAGE WALK HOMEOWNER APPROVAL AND SIGNATURE PAGE

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Angela L. Wilkinson
Owner's Signature

Owner's Signature (optional)*

ANGELA L. WILKINSON
Printed Name

Printed Name (optional)*

1645 GRAYSTONE LN
Street Address of Village Walk Home

Email Address

Owner's Signature

Owner's Signature (optional)*

Printed Name

Printed Name (optional)*

Street Address of Village Walk Home

Email Address

Adrea Bjork
Owner's Signature

Owner's Signature (optional)*

Adrea Bjork
Printed Name

Printed Name (optional)*

1621 Graystone Lane
Street Address of Village Walk Home

Email Address

Marty Schipper
Owner's Signature

Joan Schipper
Owner's Signature (optional)*

MARTY SCHIPPER
Printed Name

JOAN SCHIPPER
Printed Name (optional)*

1635 Graystone Lane
Street Address of Village Walk Home

JOANschipper8@gmail.com
Email Address

*only one Homeowner signature required per property

HOMEOWNER APPROVAL AND SIGNATURE PAGE
Second Amended and Restated Declaration of Covenants, Conditions & Restrictions
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<u>Mildred J Collins</u> (owner's signature)	_____
<u>Mildred J Collins</u> (printed)	_____
<u>15 Graystone Ct.</u> (street address of Village Walk home)	<u>29</u> (Lot No.)

<u>David E Delp</u> Owner's Signature	<u>Joyce E Delp</u> Owner's Signature (optional)*
<u>DAVID E. Delp</u> Printed Name	<u>Joyce E. Delp</u> Printed Name (optional)*
<u>1620 Graystone Lane</u> Street Address of Village Walk Home	<u>joycedelp@gmail.com</u> Email Address

*only one Homeowner signature required per property

VILLAGE WALK HOMEOWNER APPROVAL AND SIGNATURE PAGE

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<u>Chad Wright</u> Owner's Signature	<u>Jeni Wright</u> Owner's Signature (optional)*
<u>CHAD WRIGHT</u> Printed Name	<u>JENI WRIGHT</u> Printed Name (optional)*
<u>1629 GRAYSTONE CN</u> Street Address of Village Walk Home	<u>Chadwright36@hotmail.com</u> Email Address

VILLAGE WALK HOMEOWNER APPROVAL AND SIGNATURE PAGE

Second Amended and Restated Declaration of Covenants Conditions & Restrictions
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<u>Ms. Laura S. Clouse</u> Owner's Signature	_____ Owner's Signature (optional)*
<u>Ms. Laura S. Clouse</u> Printed Name	_____ Printed Name (optional)*
<u>1601 Graystone Lane</u> Street Address of Village Walk Home	<u>c.louse.L@hotmail.com</u> Email Address

<u>[Signature]</u> (owner's signature)	<u>[Signature]</u> (owner's signature)
<u>Stephen D. Wright</u> (printed)	<u>SANDRA K. WRIGHT</u> (printed)
<u>40 Graystones Ct.</u> (street address of Village Walk home)	_____ (Lot No.)

<u>[Signature]</u> (owner's signature)	<u>[Signature]</u> (owner's signature)
<u>Michael D Ellis</u> (printed)	<u>Patricia A - Ellis</u> (printed)
<u>30 Graystone Ct</u> (street address of Village Walk home)	<u>25</u> (Lot No.)

_____ Owner's Signature	_____ Owner's Signature (optional)*
_____ Printed Name	_____ Printed Name (optional)*
_____ Street Address of Village Walk Home	_____ Email Address

*only one Homeowner signature required per property

VILLAGE WALK HOMEOWNER APPROVAL AND SIGNATURE PAGE

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James D. Osborne
Owner's Signature

Owner's Signature (optional)*

JAMES D. OSBORNE

Printed Name

Printed Name (optional)*

20 GRAYSTONE CT

Street Address of Village Walk Home

JOSBORNE34@NETZERO-NET

Email Address

<u>Johanna Tournier</u> (owner's signature)	_____ (owner's signature)
<u>JOHANNA TOURNIER</u> (printed)	_____ (printed)
<u>1625 GRAYSTONE LANE</u> (street address of Village Walk home)	_____ (Lot No.)

<u>Deborah Bissell</u> (owner's signature)	_____ (owner's signature)
<u>Deborah A. Bissell</u> (printed)	_____ (printed)
<u>1610 Graystone Ln</u> (street address of Village Walk home)	_____ (Lot No.)

Street Address of Village Walk Home

Email Address

Owner's Signature

Owner's Signature (optional)*

Printed Name

Printed Name (optional)*

Street Address of Village Walk Home

Email Address

*only one Homeowner signature required per property

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<u>Michael D. Kinder</u> Owner's Signature	_____
<u>MICHAEL D. KINDER</u> Printed Name	_____
<u>1419 LANCASTER LANE</u> Street Address of Village Walk Home	<u>M.D.KINDER1201@SBCGLOBAL.NET</u> Email Address

<u>Thomas Poore</u> (owner's signature)	_____
<u>Thomas Poore</u> (printed)	_____
<u>1429 Lancaster Lane</u> (street address of Village Walk home)	_____

<u>Beth Snyder</u> (owner's signature)	_____
<u>Beth Snyder</u> (printed)	_____
<u>1480 Lancaster Ln.</u> (street address of Village Walk home)	_____

<u>Peter Gotts</u> (owner's signature)	_____
<u>Peter Gotts</u> (printed)	_____
<u>1479 Lancaster Ln</u> (street address of Village Walk home)	_____

_____	_____
Street Address of Village Walk Home	Email Address

*only one Homeowner signature required per property

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<u>Chris Black</u> Owner's Signature	_____
<u>Chris Black</u> Printed Name	_____
<u>1440 Lancaster Ln</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	Email Address

VILLAGE WALK HOMEOWNER APPROVAL AND SIGNATURE PAGE

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<u>Martina Ollikainen</u> Owner's Signature	_____
<u>MARTHA S. OLLIKAINEN</u> Printed Name	_____
<u>1469 LANCASTER LANE</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	Email Address

_____	_____
Street Address of Village Walk Home	Email Address

<u>[Signature]</u> (owner's signature)	_____
<u>Fons Smith</u> (printed)	_____
<u>1870 Lancaster Ln</u> (street address of Village Walk home)	_____
	(owner's signature)
	(printed)
	(Lot No.)

*only one Homeowner signature required per property

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James A. Harris
Owner's Signature

James A. Harris
Printed Name

10 Phillips Place
Street Address of Village Walk Home

Owner's Signature (optional)*

Printed Name (optional)*

Email Address

Brad S. Fenton
Owner's Signature

Brad Fenton
Printed Name

2 Phillipic Pl
Street Address of Village Walk Home

Owner's Signature (optional)*

Printed Name (optional)*

Email Address

James K. Daugherty
Owner's Signature

James K. Daugherty
Printed Name

50 Phillips Place
Street Address of Village Walk Home

Catherine E. Daugherty
Owner's Signature (optional)*

Catherine E. Daugherty
Printed Name (optional)*

cdaugherty@zcs.k12.in.us
Email Address

Shannon Hughes
Owner's Signature

Shannon Hughes
Printed Name

30 Phillips Pl.
Street Address of Village Walk Home

Owner's Signature (optional)*

Printed Name (optional)*

Email Address

*only one Homeowner signature required per property

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Patricia Anderson
Owner's Signature

Owner's Signature (optional)*

PATRISHA ANDERSON
Printed Name

Printed Name (optional)*

70 PHILLIPS PL
Street Address of Village Walk Home

RTANDES @HOTMAIL.COM
Email Address

April Blakley
Owner's Signature

Owner's Signature (optional)*

April Blakley
Printed Name

Printed Name (optional)*

65 Phillips Pl.
Street Address of Village Walk Home

aprilcmc@sbcglobal.net
Email Address

Brian Latka
Owner's Signature

Owner's Signature (optional)*

BRIAN LATKA
Printed Name

Printed Name (optional)*

45 Phillips Place
Street Address of Village Walk Home

b-jlatka@sbcglobal.net
Email Address

Carina Fitzpatrick
Owner's Signature

Owner's Signature (optional)*

CARINA C. FITZPATRICK
Printed Name

Printed Name (optional)*

20 PHILLIPS PLACE
Street Address of Village Walk Home

Email Address

*only one Homeowner signature required per property

VILLAGE WALK HOMEOWNER APPROVAL AND SIGNATURE PAGE

Second Amended and Restated Declaration of Covenants Conditions & Restrictions
And the Amended and Restated By-Laws of Village Walk, Sections I-IV

<u>Linda Downar</u> Owner's Signature	_____
<u>LINDA DONWAR</u> Printed Name	_____
<u>60 Phillips Pl.</u> Street Address of Village Walk Home	_____

<u>Jill Gustafson</u> Owner's Signature	_____
<u>Jill Gustafson</u> Printed Name	_____
<u>40 Phillips Pl</u> Street Address of Village Walk Home	_____

<u>Jerry Weaver</u> Owner's Signature	_____
<u>JERRY WEAVER</u> Printed Name	_____
<u>55 PHILLIPS PL</u> Street Address of Village Walk Home	_____

<u>Richard L Flatter</u> Owner's Signature	_____
<u>RICHARD L. FLATTER</u> Printed Name	_____
<u>25 PHILLIPS PL.</u> Street Address of Village Walk Home	_____

	<u>RFLATTER1@INDY-PR.COM</u> Email Address

VILLAGE WALK HOMEOWNER APPROVAL AND SIGNATURE PAGE

Second Amended and Restated Declaration of Covenants Conditions & Restrictions
And the Amended and Restated By-Laws of Village Walk, Sections I-IV

<u>Heidi Fordice</u> Owner's Signature	_____
<u>Heidi Fordice</u> Printed Name	_____
<u>85 Village Pl</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	Email Address

<u>Ted Soliday</u> Owner's Signature	_____
<u>Ted Soliday</u> Printed Name	_____
<u>105 Village PLACE</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	Email Address

<u>Melissa Fisher</u> Owner's Signature	_____
<u>Melissa Fisher</u> Printed Name	_____
<u>120 Village Pl</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	Email Address

<u>Kristin Wiley</u> Owner's Signature	_____
<u>Kristin Wiley</u> Printed Name	_____
<u>145 Village Place</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	<u>kwiley@idem.in.gov</u> Email Address

*only one Homeowner signature required per property

VILLAGE WALK HOMEOWNER APPROVAL AND SIGNATURE PAGE

Second Amended and Restated Declaration of Covenants Conditions & Restrictions
And the Amended and Restated By-Laws of Village Walk, Sections I-IV

Brandon Emkes
Owner's Signature

Melanie Bowen
Owner's Signature (optional)*

Brandon Emkes
Printed Name

~~Melanie Bowen~~
Printed Name (optional)*

25 Village Place
Street Address of Village Walk Home

Email Address

Melanie Bowen
Owner's Signature

Owner's Signature (optional)*

Melanie Bowen
Printed Name

Printed Name (optional)*

15 Village Place
Street Address of Village Walk Home

matt@mattbowen.com
Email Address

Elizabeth K. McElmurry Patel
Owner's Signature

Owner's Signature (optional)*

Elizabeth K. McElmurry Patel
Printed Name

Printed Name (optional)*

30 Village Pl.
Street Address of Village Walk Home

Email Address

Rich Graham
Owner's Signature

Owner's Signature (optional)*

Rich Graham
Printed Name

Printed Name (optional)*

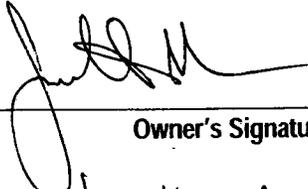
70 Village Pl.
Street Address of Village Walk Home

Susieandrich@yahoo.com
Email Address

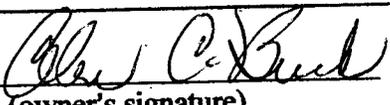
*only one Homeowner signature required per property

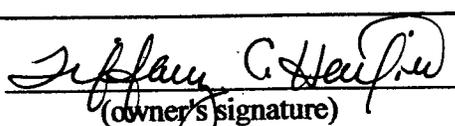
VILLAGE WALK HOMEOWNER APPROVAL AND SIGNATURE PAGE

Second Amended and Restated Declaration of Covenants Conditions & Restrictions
And the Amended and Restated By-Laws of Village Walk, Sections I-IV

 _____ Owner's Signature	_____ Owner's Signature (optional)*
Jonathan Morse _____ Printed Name	_____ Printed Name (optional)*
140 Village Pl. _____ Street Address of Village Walk Home	_____ Email Address

 _____ Owner's Signature	_____ Owner's Signature (optional)*
John Irwin _____ Printed Name	_____ Printed Name (optional)*
65 Village Circle _____ Street Address of Village Walk Home	imj1228@aol.com _____ Email Address

 _____ (owner's signature)	 _____ (owner's signature)
Alan C. Buck _____ (printed)	Sally L. Buck _____ (printed)
45 Village Walk _____ (street address of Village Walk home)	Sec. 3 79 _____ (Lot No.)

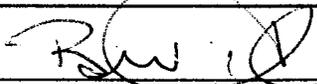
 _____ (owner's signature)	_____ (owner's signature)
Tiffany Hatfield _____ (printed)	_____ (printed)
10 Village Place _____ (street address of Village Walk home)	_____ (Lot No.)

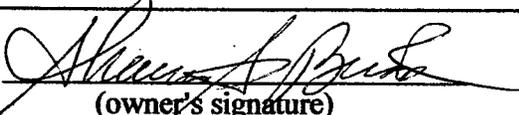
*only one Homeowner signature required per property

VILLAGE WALK HOMEOWNER APPROVAL AND SIGNATURE PAGE

Second Amended and Restated Declaration of Covenants Conditions & Restrictions
And the Amended and Restated By-Laws of Village Walk, Sections I-IV

<u>Rachel Donahue</u> Owner's Signature	_____
<u>Rachel Donahue</u> Printed Name	_____
<u>15 Village Walk Ct.</u> Street Address of Village Walk Home	<u>mr-donahue@sbcglobal.net</u> Email Address

<u></u> (owner's signature)	<u>Angela Hooker</u> (owner's signature)
<u>BRIAN HOOKER</u> (printed)	<u>Angela Hooker</u> (printed)
<u>20 Village Walk Ct</u> (street address of Village Walk home)	_____ (Lot No.)

<u></u> (owner's signature)	_____
<u>Shaun S. Busick</u> (printed)	_____
<u>2 Village Walk Ct</u> (street address of Village Walk home)	_____ (Lot No.)

_____	_____
Street Address of Village Walk Home	Email Address

<u></u> Owner's Signature	_____
<u>Jennifer Carney</u> Printed Name	_____
<u>25 Village Walk Ct.</u> Street Address of Village Walk Home	_____

*only one Homeowner signature required per property

HOMEOWNER APPROVAL AND SIGNATURE PAGE

Second Amended and Restated Declaration of Covenants, Conditions & Restrictions
And the Amended and Restated By-Laws of Village Walk, Sections I-IV

<u>Terry J. Biggs</u> (owner's signature)	_____
<u>TERRY J BIGGS</u> (printed)	_____
<u>1626 Village Walk DR.</u> (street address of Village Walk home)	_____
	(Lot No.)

<u>Julia Fonte</u> Owner's Signature	_____
<u>Julia Fonte</u> Printed Name	_____
<u>1505 Village Walk Dr</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	Email Address

<u>Janis L. Stevens</u> Owner's Signature	_____
<u>Janis L. Stevens</u> Printed Name	_____
<u>1600 V.W.D.R.</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	Email Address

_____	_____
(street address of Village Walk home)	(Lot No.)

HOMEOWNER APPROVAL AND SIGNATURE PAGE

Second Amended and Restated Declaration of Covenants, Conditions & Restrictions
And the Amended and Restated By-Laws of Village Walk, Sections I-IV

<u><i>Michael Kalbfisk</i></u> (owner's signature)	_____	(owner's signature)
<u>J Michael Kalbfisk</u> (printed)	_____	(printed)
<u>1521 Village Walk Dr</u> (street address of Village Walk home)	_____	(Lot No.)

<u><i>William Klittich</i></u> (owner's signature)	_____	(owner's signature)
<u>William Klittich</u> (printed)	_____	(printed)
<u>1621 Village Walk</u> (street address of Village Walk home)	_____	(Lot No.)

<u><i>Richard F Clark</i></u> (owner's signature)	<u><i>Sharon K Clark</i></u> (owner's signature)	
<u>RICHARD F CLARK</u> (printed)	<u>SHARON K CLARK</u> (printed)	
<u>1635 Village Walk Dr</u> (street address of Village Walk home)	_____	(Lot No.)

<u><i>David A. Lindsey</i></u> (owner's signature)	_____	(owner's signature)
<u>David A Lindsey 10/15/09</u> (printed)	_____	(printed)
<u>1530 Village Walk Drive</u> (street address of Village Walk home)	_____	(Lot No.)

HOMEOWNER APPROVAL AND SIGNATURE PAGE

Second Amended and Restated Declaration of Covenants, Conditions & Restrictions
And the Amended and Restated By-Laws of Village Walk, Sections I-IV

<u>David H. Andrews</u> (owner's signature)	_____
<u>David H. Andrews</u> (printed)	_____
<u>1625 Village Walk Dr</u> (street address of Village Walk home)	<u>73</u> (Lot No.)

<u>[Signature]</u> (owner's signature)	_____
<u>Timothy Wilson</u> (printed)	_____
<u>1475 Village Walk Dr.</u> (street address of Village Walk home)	_____

_____	_____
(owner's signature)	(owner's signature)
_____	_____
(printed)	(printed)
_____	_____
(street address of Village Walk home)	(Lot No.)

_____	_____
(owner's signature)	(owner's signature)
_____	_____
(printed)	(printed)
_____	_____
(street address of Village Walk home)	(Lot No.)

HOMEOWNER APPROVAL AND SIGNATURE PAGE
Second Amended and Restated Declaration of Covenants, Conditions & Restrictions
And the Amended and Restated By-Laws of Village Walk, Sections I-IV

<u>Laura J Lambert</u> (owner's signature)	<u>[Signature]</u> (owner's signature)
<u>LAURA J LAMBERT</u> (printed)	<u>STEVEN J. LAMBERT</u> (printed)
<u>1655 Village Walk Drive</u> (street address of Village Walk home)	<u> </u> (Lot No.)

<u>Michael J. Billig</u> (owner's signature)	<u>Angela K. Billig</u> (owner's signature)
<u>Michael J. Billig</u> (printed)	<u>Angela K. Billig</u> (printed)
<u>1540 Village Walk Dr</u> (street address of Village Walk home)	<u>8</u> (Lot No.)

<u>Michael S. [Signature]</u> (owner's signature)	<u> </u> (owner's signature)
<u>Michael S. [Signature]</u> (printed)	<u> </u> (printed)
<u>1535 Village Walk Dr</u> (street address of Village Walk home)	<u>1535 Village Walk DR</u> (Lot No.)

HOMEOWNER APPROVAL AND SIGNATURE PAGE
Second Amended and Restated Declaration of Covenants, Conditions & Restrictions
And the Amended and Restated By-Laws of Village Walk, Sections I-IV

<u>Madge C. McConnell</u> (owner's signature)	_____
<u>Madge C. McConnell</u> (printed)	_____
<u>1665 Village Walk Drive</u> (street address of Village Walk home)	<u>70 Section 2</u> (Lot No.)

VILLAGE WALK HOMEOWNER APPROVAL AND SIGNATURE PAGE

Second Amended and Restated Declaration of Covenants Conditions & Restrictions
And the Amended and Restated By-Laws of Village Walk, Sections I-IV

LeAnn JW

Owner's Signature

65 WATERFORD CT

Owner's Signature (optional)*

Leann Melicher

Printed Name

Printed Name (optional)*

Street Address of Village Walk Home

Email Address

Robert Becker

Owner's Signature

Owner's Signature (optional)*

Robert Becker

Printed Name

Printed Name (optional)*

50 Waterford Ct.

Street Address of Village Walk Home

Email Address

Pat Ford

Owner's Signature

Owner's Signature (optional)*

Pat Ford

Printed Name

Printed Name (optional)*

55 Waterford Ct.

Street Address of Village Walk Home

Email Address

Richard L. Klapp

Owner's Signature

Owner's Signature (optional)*

RICHARD L. Klapp

Printed Name

Printed Name (optional)*

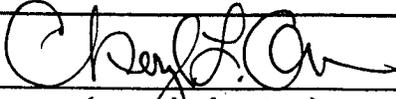
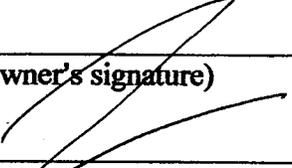
30 WATERFORD CT.

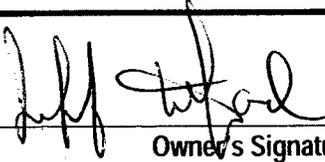
Street Address of Village Walk Home

Email Address

*only one Homeowner signature required per property

HOMEOWNER APPROVAL AND SIGNATURE PAGE
Second Amended and Restated Declaration of Covenants, Conditions & Restrictions
And the Amended and Restated By-Laws of Village Walk, Sections I-IV

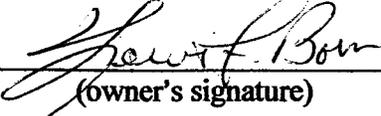
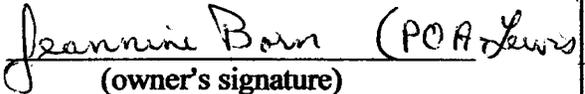
	
(owner's signature)	(owner's signature)
Cheryl L. Orr	
(printed)	(printed)
45 Waterford Ct.	
(street address of Village Walk home)	(Lot No.)

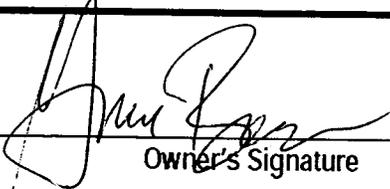
	
Owner's Signature	Owner's Signature (optional)*
Jeff Tilford	
Printed Name	Printed Name (optional)*
60 Waterford Ct.	
Street Address of Village Walk Home	Email Address

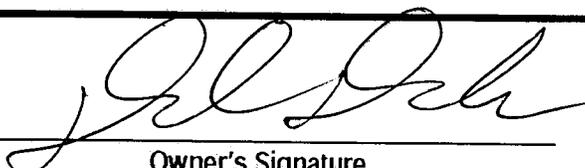
	
Owner's Signature	Owner's Signature (optional)*
Jamie L. Lee	Kristen Powell Lee
Printed Name	Printed Name (optional)*
10 Waterford Court	
Street Address of Village Walk Home	Email Address

*only one Homeowner signature required per property

HOMEOWNER APPROVAL AND SIGNATURE PAGE
Second Amended and Restated Declaration of Covenants, Conditions & Restrictions
And the Amended and Restated By-Laws of Village Walk, Sections I-IV

 (owner's signature)	 (owner's signature)
Lewis F. Born (printed)	JEANNINE BORN (printed)
1482 Waterford Dr. (street address of Village Walk home)	 (Lot No.)

 Owner's Signature	 Owner's Signature (optional)*
Gregg Beck Printed Name	 Printed Name (optional)*
1472 Waterford Dr. Street Address of Village Walk Home	Gregg Beck@yahoo.com Email Address

 Owner's Signature	 Owner's Signature (optional)*
David Donahue Printed Name	 Printed Name (optional)*
1532 Waterford Dr. Street Address of Village Walk Home	donahuedj@gmail.com Email Address

VILLAGE WALK HOMEOWNER APPROVAL AND SIGNATURE PAGE

Second Amended and Restated Declaration of Covenants Conditions & Restrictions
And the Amended and Restated By-Laws of Village Walk, Sections I-IV

<u>Duan Heath</u> Owner's Signature	_____
<u>Duan Heath</u> Printed Name	_____
<u>1642 Waterford Dr. Zionsville, IN</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	Email Address

<u>Carrie E. Waterson</u> Owner's Signature	_____
<u>Carrie E. Waterson</u> Printed Name	_____
<u>1452 Waterford Dr.</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	Email Address

<u>Candace L Ballinger</u> Owner's Signature	_____
<u>Candace L Ballinger</u> Printed Name	_____
<u>1511 Waterford Dr.</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	Email Address

<u>Lisa Vorbrocken</u> Owner's Signature	_____
<u>Lisa Vorbrocken</u> Printed Name	_____
<u>1481 Waterford Dr.</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	Email Address

*only one Homeowner signature required per property

VILLAGE WALK HOMEOWNER APPROVAL AND SIGNATURE PAGE

Second Amended and Restated Declaration of Covenants Conditions & Restrictions
And the Amended and Restated By-Laws of Village Walk, Sections I-IV

<u>Larry J. Frechin</u> Owner's Signature	_____
<u>LARRY J. FRECHIN</u> Printed Name	_____
<u>1561 WATERFORD DR.</u> Street Address of Village Walk Home	<u>lfrechin@hotmail.com</u> Email Address

<u>[Signature]</u> (owner's signature)	_____
<u>LIBUQE PRESSNER</u> (printed)	_____
<u>455 Waterford Dr.</u> (street address of Village Walk home)	_____ (Lot No.)
Street Address of Village Walk Home	Email Address

<u>Laura Frankiger</u> Owner's Signature	_____
<u>Laura Frankiger</u> Printed Name	_____
<u>1621 Waterford Dr.</u> Street Address of Village Walk Home	_____
Street Address of Village Walk Home	Email Address

_____	_____
Owner's Signature	Owner's Signature (optional)*
_____	_____
Printed Name	Printed Name (optional)*
_____	_____
Street Address of Village Walk Home	Email Address

*only one Homeowner signature required per property

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HOMEOWNER APPROVAL AND SIGNATURE PAGE
Second Amended and Restated Declaration of Covenants, Conditions & Restrictions
And the Amended and Restated By-Laws of Village Walk, Sections I-IV

<u>David C. Voelker</u> (owner's signature)	<u>Tina M. Voelker</u> (owner's signature)
<u>DAVID C. VOELKER</u> (printed)	<u>Tina M. Voelker</u> (printed)
<u>1632 WATERFORD DR.</u> (street address of Village Walk home)	<u>114</u> (Lot No.)

<u>Brian Harvey</u> (owner's signature)	<u>Amanda G. Harvey</u> (owner's signature)
<u>Brian Harvey</u> (printed)	<u>Amanda G. Harvey</u> (printed)
<u>1461 Waterford Dr.</u> (street address of Village Walk home)	<u> </u> (Lot No.)

VILLAGE WALK HOMEOWNER APPROVAL AND SIGNATURE PAGE

Second Amended and Restated Declaration of Covenants Conditions & Restrictions
And the Amended and Restated By-Laws of Village Walk, Sections I-IV

<u>Kristen Woodworth</u> Owner's Signature	_____
<u>Kristen Woodworth</u> Printed Name	_____
<u>1651 Waterford Dr.</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	Email Address

<u>Steve Larsen</u> Owner's Signature	_____
<u>Steve Larsen</u> Printed Name	_____
<u>1502 Waterford Dr.</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	Email Address

<u>Randy Laffoon</u> Owner's Signature	_____
<u>Randy Laffoon</u> Printed Name	_____
<u>1631 Waterford</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	<u>blaffoonr1@sbglobal.net</u> Email Address

<u>Diane J Michael</u> Owner's Signature	_____
<u>Diane J Michael</u> Printed Name	_____
<u>1432 Waterford Dr</u> Street Address of Village Walk Home	_____
	Owner's Signature (optional)*
	Printed Name (optional)*
	<u>diane.michael@tds.net</u> Email Address