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Recorded: 12/14/2006 at 02:53:10 PM
Fee Amt: \$18.00 Page 1 of 4
Workflow# 464620
Johnson County-Recorded as Presented
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Inst 2006-032522

Cross Reference: Declaration of Covenants, Conditions and Restrictions for Woodfield, recorded on August 6, 2004 as instrument number 2004-023150 in the office of the Recorder of Johnson County, Indiana

**FIRST AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WOODFIELD**

This First Amendment of Declaration of Covenants, Conditions and Restrictions for Woodfield ("First Amendment") is made to be effective this 30th day of November, 2006, and amends the Declaration of Covenants, Conditions and Restrictions for Woodfield, recorded on August 6, 2004 as instrument number 2004-023150 in the office of the Recorder of Johnson County, Indiana (the "Declaration"). All capitalized terms not defined herein shall have the meanings set forth in the Declaration.

RECITALS

WHEREAS, Developer desires to clarify and amend certain provisions regarding the initial capital contribution as set forth in Section 8.6 of the Declaration.

WHEREAS, Section 12.3 of the Declaration provides that, as long as Developer still owns any Property, the Developer may unilaterally amend this Declaration for any purpose, provided the amendment has no material adverse effect upon any right of any Owner.

WHEREAS, the Developer still owns a portion of the Property.

WHEREAS, the amendments and clarifications set forth in this First Amendment shall have no material adverse effect upon any right of any Owner.

NOW, THEREFORE, the Declaration is hereby amended as follows:

Section 8.6 is hereby deleted in its entirety and replaced with the following:

Section 8.6 Reserve Budget, Capital Contributions and Initial Capital Contribution. The Board shall annually prepare a Reserve Budget to take into account the number and nature of

replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect to amount and timing by annual assessments over the period of the budget. The Capital Contribution required, if any, shall be fixed by the Board and included within and distributed with the applicable budget and notice of assessments, as provided in Section 8.3. The Reserve Budget will not be funded as long as the Annual Budget is operating in a deficit.

At the closing of the first purchase of a lot for occupation from Builder or Developer, each such Purchaser shall contribute to the capital of the Association in an amount equal to \$100.00 (an "Initial Capital Contribution"). This Initial Capital Contribution shall be dispersed at the Closing to the Association for capital purposes. When this Initial Capital Contribution is dispersed to the Association, the Association shall place it in a reserve account for use by Developer or the Association for the purpose of repairing or replacing capital assets (i.e., signage, street lights, pool and bathhouse, etc.)

For purposes of this Declaration, Developer, its assignee or assigns and any Builder shall not be considered a purchaser and shall not be subject to any Capital Contributions, including without limitation the Initial Capital Contribution. The Initial Capital Contribution may be adjusted by the Association from time to time.

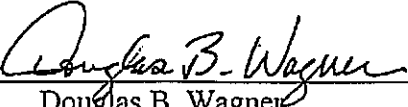
Except as modified herein, all terms and conditions of the Declaration shall remain unchanged and in full force and effect.

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

DECLARANT:

Woodfield Partners, LLC

By: Precedent Residential Development, LLC,
Managing Partner

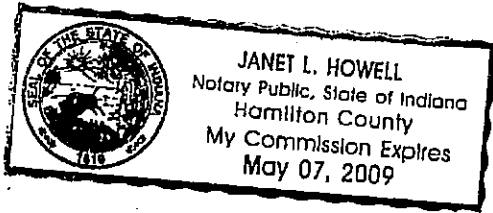
By: 

Douglas B. Wagner,
Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Douglas B. Wagner, Senior Vice President of Precedent Residential Development, LLC, the Managing Partner of Woodfield Partners, LLC, who acknowledged the execution of the foregoing First Amendment of Declaration of Covenants, Conditions and Restrictions for Woodfield on behalf of such limited liability company, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 30th day of November, 2006.



Janet L. Howell
Notary Public

Janet L. Howell
Printed Name

My Commission Expires: May 7, 2009
My County of Residence: Hamilton

This instrument prepared by April R. Schilling, Attorney at Law, Locke Reynolds LLP, 201 North Illinois Street, Suite 1000, P.O. Box 44961, Indianapolis, Indiana 46244-0961.

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.

J. L. Howell

2008-007482
4-3-08

Cross Reference: Declaration of Covenants, Conditions and Restrictions for Woodfield, recorded on August 6, 2004 as instrument number 2004-023150 and the First Amendment of Declaration of Covenants, Conditions and Restrictions for Woodfield, recorded on December 14, 2006 as instrument number 2006-032522 in the office of the Recorder of Johnson County, Indiana

**SECOND AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WOODFIELD**

This Second Amendment of Declaration of Covenants, Conditions and Restrictions for Woodfield ("Second Amendment") is made to be effective this 27th day of March, 2008, and amends the Declaration of Covenants, Conditions and Restrictions for Woodfield, recorded on August 6, 2004 as instrument number 2004-023150 and amended on December 14, 2006 as instrument number 2006-032522 in the office of the Recorder of Johnson County, Indiana (the "declaration"). All capitalized terms not defined herein shall have the meanings set forth in the Declaration.

RECITALS

WHEREAS, Developer desires to clarify and amend certain provisions regarding exterior dusk to dawn lighting as set forth in Section 9.13 of the Declaration.

WHEREAS, Section 12.3 of the Declaration provides that, as long as Developer still owns any Property, the Developer may unilaterally amend this Declaration for any purpose, provided the amendment has no material adverse effect upon any right of any Owner.

WHEREAS, the Developer still owns a portion of the Property.

WHEREAS, the amendments and clarifications set forth in this Second Amendment shall have no material adverse effect upon any right of any Owner.

NOW, THEREFORE, the Declaration is hereby amended as follows:

Section 9.13 is hereby deleted in its entirety and replaced with the following:

Section 9.13 Dusk to Dawn Lights. Each owner must maintain either (i) dusk to dawn coach lights, or (ii) a dusk to dawn yard light. This includes the prompt replacement of the light bulb.

Section 10.20 is hereby deleted in its entirety and replaced with the following:

Section 10.20 Lighting Except for decorative Christmas lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved in accordance with Article IX of this Declaration; provided, however, each Owner must continually maintain at its own expense the dusk to dawn coach lights or yard light pursuant to Section 9.13.

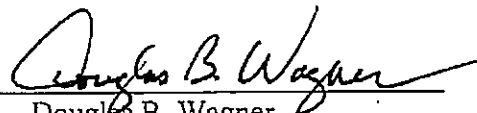
Except as modified herein, all terms and conditions of the Declaration shall remain unchanged and in full force and effect.

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

DECLARANT:

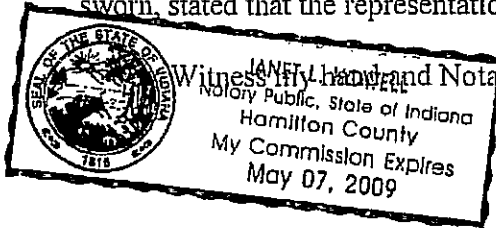
Woodfield Partners, LLC

By: Precedent Residential Development, LLC
Managing Partner

By: 
Douglas B. Wagner,
Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Douglas B. Wagner, Senior Vice President, Precedent Residential Development, LLC, Managing Partner of Woodfield Partners, LLC, who acknowledged the execution of the foregoing Second Amendment of Declaration for Covenants, Conditions and Restrictions for Woodfield on behalf of such limited liability company, and who, having been duly sworn, stated that the representations therein contained are true.



Witness my hand and Notarial Seal this 27th day of March 2008.

Janet L. Howell
Notary Public Janet L. Howell

This instrument was prepared by Douglas B. Wagner, Senior Vice President, Precedent Residential Development, LLC, 9339 Priority Way West Drive, Suite 100, Indianapolis, IN 46240

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.

Janet L. Howell
Janet L. Howell

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Johnson County Recorded
86 W. Court St.
Franklin, IN 46131
Date Recorded: 12/20/2011

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Instrument ID
2011-026033

**Cross Reference: Instrument number 2004-023150
Instrument number 2006-032522
Instrument number 2008-007482**

**THIRD AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WOODFIELD**

This Third Amendment of Declaration of Covenants, Conditions and Restrictions for Woodfield ("Third Amendment") is made to be effective this 16 day of December, 2011, and amends the Declaration of Covenants, Conditions and Restrictions for Woodfield, recorded on August 6, 2004 as instrument number 2004-023150 and amended on December 14, 2006 as instrument number 2006-032522 and amended on April 3, 2008 as instrument number 2008-007482 in the office of the Recorder of Johnson County, Indiana (the "Declaration"). All capitalized terms not defined herein shall have the meanings set forth in the Declaration.

RECITALS

WHEREAS, Developer desires to clarify and amend certain provisions regarding the installation of an invisible fence as set forth in the Declaration.

WHEREAS, Section 9.9 Architectural Approval of the Declaration provides that no construction of improvements of any nature whatsoever shall be commenced or maintained by an Owner, other than the Developer, with respect to the construction or affecting the exterior appearance of any Dwelling Unit or with respect to any other portion of the Property, including, without limitation, the construction or installation of specific improvements provided therein.

WHEREAS, Section 10.2 Exterior Appearance and Fences of the Declaration does not provide any specific language or restrictions regarding the installation of invisible fences.

WHEREAS, Section 10.5 Animals and Pets of the Declaration provides that if an Owner elects to install any type of "invisible fence" or similar electronic restraining device to keep a household pet from leaving the boundaries of that Owner's Lot, the perimeter of any such invisible fence or similar electronic restraint will not be permitted to extend beyond the front building set back line as described herein or otherwise on any Plat. In the case of any corner Lot located at the intersection of two streets, having a front building set back line from both streets, the restrictions set forth herein shall apply to both front set back lines.

WHEREAS, Section 12.3 Amendment of the Declaration provides that, as long as Developer still owns any Property, the Developer may unilaterally amend this Declaration for any purpose, provided the amendment has no material adverse effect upon any right of any Owner.

WHEREAS, the Developer still owns a portion of the Property.

WHEREAS, the amendments and clarifications set forth in this Third Amendment shall have no material adverse effect upon any right of any Owner.

NOW, THEREFORE, the Declaration is hereby amended as follows:

Section 9.9 Architectural Approval the first sentence is hereby amended to include the prior approval of construction or installation of the specific improvement of an “invisible fence”.

Section 10.2 Exterior Appearance and Fences is hereby amended to include the following language:

If an Owner elects to install any type of “invisible fence” or similar electronic restraining device to keep a household pet from leaving the boundaries of that Owner’s Lot, the perimeter of any such invisible fence or similar electronic restraint will not be permitted to extend beyond one of the following two options, whichever is nearest to the street: (i) three feet (3’ - 0”) in front of the front wall of the home or garage, whichever is closest to the street or (ii) the front building set back line as described herein or otherwise on any Plat. In the case of any corner Lot located at the intersection of two streets, having a front building set back line from both streets, the restrictions set forth herein shall apply to both front set back lines.

Section 10.5 Animals and Pets the second paragraph is hereby deleted in its entirety and replaced with the following language:

If an Owner elects to install any type of “invisible fence” or similar electronic restraining device to keep a household pet from leaving the boundaries of that Owner’s Lot, refer to Section 10.2 Exterior Appearance and Fences for the specific guidelines for the installation of an “invisible fence”.

Except as modified herein, all terms and conditions of the Declaration shall remain unchanged and in full force and effect.

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

DECLARANT:

Woodfield Partners, LLC

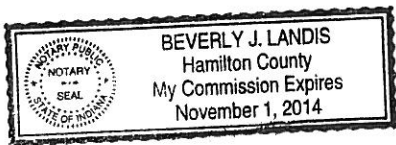
By: Precedent Residential Development, LLC
Managing Partner

By: Donald A. Piggush, Treasurer
Donald A. Piggush, Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Donald A. Piggush, Treasurer, Precedent Residential Development, LLC, Managing Partner of Woodfield Partners, LLC, who acknowledged the execution of the foregoing Third Amendment of Declaration for Covenants, Conditions and Restrictions for Woodfield on behalf of such limited liability company, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 16 day of December 20 11.



Beverly J. Landis
Notary Public

BEVERLY J. LANDIS
Printed Name

My Commission expires: _____

My County of Residence: _____

This instrument was prepared by Donald A. Piggush, Precedent Residential Development, LLC, 9339 Priority Way West Drive, Suite 100, Indianapolis, IN 46240

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. Donald A. Piggush.

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Doc ID: 006236810003 Type: MIS
Kind: MISCELLANEOUS
Recorded: 12/20/2011 at 02:44:38 PM
Fee Amt: \$20.00 Page 1 of 3
Workflow# 0000041200-0001
Johnson County-Recorded as Presented
Jill L. Jackson County Recorder

Cross Reference: Instrument number 2004-023150
Instrument number 2006-032522
Instrument number 2008-007482

File 2011-026033

**THIRD AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WOODFIELD**

This Third Amendment of Declaration of Covenants, Conditions and Restrictions for Woodfield ("Third Amendment") is made to be effective this 16 day of December, 2011, and amends the Declaration of Covenants, Conditions and Restrictions for Woodfield, recorded on August 6, 2004 as instrument number 2004-023150 and amended on December 14, 2006 as instrument number 2006-032522 and amended on April 3, 2008 as instrument number 2008-007482 in the office of the Recorder of Johnson County, Indiana (the "Declaration"). All capitalized terms not defined herein shall have the meanings set forth in the Declaration.

RECITALS

WHEREAS, Developer desires to clarify and amend certain provisions regarding the installation of an invisible fence as set forth in the Declaration.

WHEREAS, Section 9.9 Architectural Approval of the Declaration provides that no construction of improvements of any nature whatsoever shall be commenced or maintained by an Owner, other than the Developer, with respect to the construction or affecting the exterior appearance of any Dwelling Unit or with respect to any other portion of the Property, including, without limitation, the construction or installation of specific improvements provided therein.

WHEREAS, Section 10.2 Exterior Appearance and Fences of the Declaration does not provide any specific language or restrictions regarding the installation of invisible fences.

WHEREAS, Section 10.5 Animals and Pets of the Declaration provides that if an Owner elects to install any type of "invisible fence" or similar electronic restraining device to keep a household pet from leaving the boundaries of that Owner's Lot, the perimeter of any such invisible fence or similar electronic restraint will not be permitted to extend beyond the front building set back line as described herein or otherwise on any Plat. In the case of any corner Lot located at the intersection of two streets, having a front building set back line from both streets, the restrictions set forth herein shall apply to both front set back lines.

WHEREAS, Section 12.3 Amendment of the Declaration provides that, as long as Developer still owns any Property, the Developer may unilaterally amend this Declaration for any purpose, provided the amendment has no material adverse effect upon any right of any Owner.

WHEREAS, the Developer still owns a portion of the Property.

WHEREAS, the amendments and clarifications set forth in this Third Amendment shall have no material adverse effect upon any right of any Owner.

NOW, THEREFORE, the Declaration is hereby amended as follows:

Section 9.9 Architectural Approval the first sentence is hereby amended to include the prior approval of construction or installation of the specific improvement of an "invisible fence".

Section 10.2 Exterior Appearance and Fences is hereby amended to include the following language:

If an Owner elects to install any type of "invisible fence" or similar electronic restraining device to keep a household pet from leaving the boundaries of that Owner's Lot, the perimeter of any such invisible fence or similar electronic restraint will not be permitted to extend beyond one of the following two options, whichever is nearest to the street: (i) three feet (3' - 0") in front of the front wall of the home or garage, whichever is closest to the street or (ii) the front building set back line as described herein or otherwise on any Plat. In the case of any corner Lot located at the intersection of two streets, having a front building set back line from both streets, the restrictions set forth herein shall apply to both front set back lines.

Section 10.5 Animals and Pets the second paragraph is hereby deleted in its entirety and replaced with the following language:

If an Owner elects to install any type of "invisible fence" or similar electronic restraining device to keep a household pet from leaving the boundaries of that Owner's Lot, refer to Section 10.2 Exterior Appearance and Fences for the specific guidelines for the installation of an "invisible fence".

Except as modified herein, all terms and conditions of the Declaration shall remain unchanged and in full force and effect.

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

DECLARANT:

Woodfield Partners, LLC

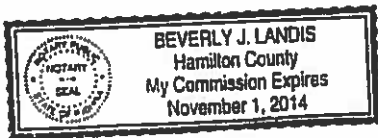
By: Precedent Residential Development, LLC
Managing Partner

By: Donald A. Piggush, Treasurer
Donald A. Piggush, Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Donald A. Piggush, Treasurer, Precedent Residential Development, LLC, Managing Partner of Woodfield Partners, LLC, who acknowledged the execution of the foregoing Third Amendment of Declaration for Covenants, Conditions and Restrictions for Woodfield on behalf of such limited liability company, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 16 day of December 20 11.



Beverly J. Landis
Notary Public

BEVERLY J. LANDIS
Printed Name

My Commission expires: _____

My County of Residence: _____

This instrument was prepared by Donald A. Piggush, Precedent Residential Development, LLC, 9339 Priority Way West Drive, Suite 100, Indianapolis, IN 46240

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. Donald A. Piggush.

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Doc ID: 006750890007 Type: MIS
Kind: MISCELLANEOUS
Recorded: 08/01/2013 at 03:42:57 PM
Fee Amt: \$29.00 Page 1 of 7
Workflow# 0000072202-0003
Johnson County-Recorded as Presented
Jill L. Jackson County Recorder

Cross References: Instrument Nos. 2004-023150
2006-032522
2008-007482
2011-026033

File **2013-018915**

**FOURTH AMENDMENT
TO
DECLARATION
of
Covenants, Conditions and Restrictions
for
THE TRAILS AT WOODFIELD
THE CHATEAUX AT WOODFIELD
WOODFIELD ESTATES
for Partial Assignment
of Development Rights**

**Together with
Confirmation as to Developer**

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Woodfield (the "Fourth Amendment") is executed as of the 26 day of July, 2013, by Woodfield Partners, LLC, an Indiana limited liability company ("WP") and Woodfield Realty Holdings, LLC, an Indiana limited liability company ("WRH").

RECITALS:

A. Precedent Residential Development, LLC, an Indiana limited liability company ("PRD") and predecessor to WP previously executed a Declaration of Covenants, Conditions and Restrictions for Woodfield (the "Development"), which is recorded as Instrument Number 2004-023150 in the office of the Recorder of Johnson County, Indiana, as amended by instruments executed by WP and recorded on December 14, 2006 as Instrument Number 2006-032522, on April 3, 2008 as Instrument Number 2008-007482, and on December 16, 2011, as Instrument Number 2011-026033 in the Office of the Recorder of Johnson County, Indiana (collectively, the

“Declaration”) over certain “Property” as defined therein, and has prepared or filed a primary plat for the Property (the “Primary Plat”).

B. PRD, as provided in the Confirmation as to Developer below, desires to confirm that it previously assigned any rights it had under the Declaration to WP and that WP is the Developer under the Declaration.

C. WP is conveying to WRH that portion of the Property described on Exhibit A attached hereto and incorporated herein by this reference (the “WRH Property”), for the purpose of developing the community known as the Chateaux at Woodfield and the commercial sale to builders. WP will remain the owner of the other portions of the Property after the conveyance of the WRH Property to WRH, which portions of the Property owned by WP after the conveyance of the WRH Property to WRH are collectively referred to herein as the “WP Property”.

D. WP desires to assign to WRH certain rights of the Developer under the Declaration solely with respect to the WRH Property and WP shall remain as the Developer under the Declaration and retain all rights as such with respect to the WP Property, all upon the following terms and conditions.

E. Section 12.3, Amendment, of the Declaration provides that, as long as Developer still owns any Property, the Developer may unilaterally amend the Declaration for any purpose, provided the amendment has no material adverse effect upon any right of Owner.

F. The provisions of this Fourth Amendment shall have no material adverse effect upon any right of any Owner, as WP is merely transferring certain rights it would otherwise have concerning the WRH Property and permitting WRH to exercise the same.

NOW, THEREFORE, WP, as the Developer under the Declaration and in accordance with the provisions of the Declaration, and WRH enter into this Fourth Amendment to make certain assignments and amend the Declaration in the manner hereinafter provided:

1. WP hereby assigns to WRH its rights as the Developer under the Declaration with respect to the WRH Property, including the right, title and interest to the Primary Plats of Sections 4 and 5 and engineering and design related thereto, and WP shall remain the Developer under the Declaration with respect to the WP Property. WRH shall not be liable for and does not assume any obligations or liabilities of the Developer which arise out of or relate to obligations that were required to be performed by Developer prior to the date of this Fourth Amendment with respect to the WRH Property or at any time with respect to the WP Property. Following the date of this Fourth Amendment, WP shall not be liable for and shall have no obligations or liabilities of the Developer which arise out of or relate to obligations required to be performed by Developer with respect to the WRH Property.

2. Except as expressly provided otherwise in the Declaration: (a) all approvals, consents and other actions required to be obtained from the Developer under the Declaration which pertain only to and only affect the WRH Property must be obtained from WRH; (b) all approvals, consents and other actions required to be obtained from the Developer under the Declaration which pertain only to and only affect the WP Property must be obtained from WP; and (c) all consents, approvals and other actions required to be obtained from the Developer

under the Declaration which pertain to and affect both the WRH Property and WP Property must be obtained from WRH so long as it owns any of the WRH Property and WP so long as it owns any of the WP Property.

3. Except as expressly provided otherwise herein: (a) all rights granted to the Developer under the Declaration which pertain only to and only affect the WRH Property shall be exercised by and inure to the sole benefit of WRH; (b) all rights granted to the Developer under the Declaration which pertain only to and only affect the WP Property shall be exercised by and inure to the sole benefit of WP; and (c) all rights granted to the Developer under the Declaration which pertain to and affect both the WRH Property and WP Property shall be exercised by and inure to the benefit of WRH so long as it owns any of the WRH Property and WP so long as it owns any of the WP Property. All easements which are reserved and/or created for the use of Developer under the Declaration shall inure to and benefit both WRH so long as it owns any of the WRH Property and WP Property so long as it owns any of the WP Property (and each party's successors and assigns). The assignment of Developer's rights under the Declaration to WRH with respect to the WRH Property includes the exclusive right of WRH to: (i) exercise the easement rights under Article 3, including Section 3.7 of the Declaration for the maintenance of signs, sales offices, construction offices, business offices and model homes with respect to the sale of Lots within the WRH Property; (ii) receive the exemption from assessments granted to the Developer pursuant to the seventh paragraph of Section 8.2 of the Declaration with respect to only the Lots within the WRH Property; (iii) have the transfer of the Lots within the WRH Property by WP to WRH be exempt from the Capital Reserve Assessment established in Section 8.6 with the conveyance by WRH to its builders to receive the same exemption enjoyed by WP in its conveyances of lots to its builders; (iv) during the Class B Control Period (which with respect to WRH shall be the period of time during which WRH owns at least one Lot with the WRH Property), have all of the powers and authority of the New Construction Committee and Architectural Standards Committee reserved by the Developer pursuant to Article 9 for the exclusive jurisdiction for the architectural approval over the improvements on Lots on the WRH Property; and (v) during the Class B Control Period (which with respect to WRH shall be the period of time during which WRH owns at least one Lot), require all actions of the Association concerning the WRH Property to receive the prior written approval of WRH. The assignment of Developer's rights under the Declaration to WRH with respect to the WRH Property shall not affect the exclusive rights of WP to: (i) exercise the easement rights under Section 3.7 of the Declaration for the maintenance of signs, sales offices, construction offices, business offices and model homes with respect to the sale of Lots within the WP Property; (ii) receive the exemption from assessments granted to the Developer pursuant to the seventh paragraph of Section 8.2 of the Declaration with respect to only the Lots within the WP Property; (iii) have the transfer of the Lots within the WP Property by WP to its builders be exempt from the Capital Reserve Assessment established in Section 8.6; (iv) during the Class B Control Period (which with respect to WP shall be the period of time during which WP owns at least one (1) Lot within the WP Property), have all of the powers and authority of the New Construction Committee and Architectural Standards Committee reserved by the Developer pursuant to Article 9 for the exclusive jurisdiction for the architectural approval over the improvements on Lots within the WP Property; and (v) during the Class B Control Period (which with respect to WP shall be the period of time during which WP owns at least one (1) Lot within the WP Property), require all actions of the Association concerning the WP Property to receive the prior written approval of WP.

4. In relation to Sections 2.2 and 2.3 of the Declaration, neither WRH nor WP shall have any right or option to annex additional property to, or withdraw and remove any portion of the WRH Property or WP Property (as applicable) from, the control and provisions of the Declaration without the approval of the Association's Board of Directors.

5. Under Section 4.2 of the Declaration (a) the Class B Member under the Declaration shall mean WRH and WP, and WRH shall be entitled to six (6) votes for each Lot of which it is the Owner and WP shall be entitled to six (6) votes for each Lot of which it is the Owner with respect to each matter submitted to a vote of the Association; and (b) the Class B Membership shall cease and terminate upon the expiration of the Class B Control Period. The Class B Members shall be converted to Class A Members and entitled to one (1) vote for each Lot owned by such member upon the termination of the Class B Membership. Except for matters that must be submitted to a vote of the Association and except as expressly provided otherwise in this Declaration, any provision of the Declaration which requires the consent, approval or other action of the Class B Member or the Developer shall require the consent, approval or other action of both WRH and WP.

6. Notwithstanding anything contained in the Declaration to the contrary, but subject to the provisions of Section 7 below, the Developer's right to (a) unilaterally amend the Declaration under Section 12.3 of the Declaration, (b) appoint and remove any member or members of the Board of the Association under Section 12.1 of the Declaration, and (c) perform the functions and responsibilities of the Association or appoint a manager thereof pursuant to the third paragraph of Article 13, shall all require the agreement of WP so long as its owns any of the WP Property and WRH so long as its owns any of the WRH Property.

7. Notwithstanding the foregoing Section 6, WP may unilaterally amend the Declaration at any time to assign to any third party all or a portion of its rights as Developer with respect to all or a portion of the WP Property on such terms as WP may in its sole and absolute discretion determine to be reasonable provided that such amendment does not have a material adverse effect with respect to the rights or obligations of WRH or any other Owner under the Declaration. WRH agrees to cooperate and execute such instruments as are reasonably necessary in order to effectuate any such amendment.

8. Except as modified by this Fourth Amendment, all terms and conditions of the Declaration are hereby ratified and confirmed, remain unchanged and in full force and effect. Any reference to the Declaration in this Fourth Amendment shall mean the Declaration as amended by this Fourth Amendment, unless the context clearly requires otherwise. All terms used in this Fourth Amendment with initial capital letters and not otherwise defined in this Fourth Amendment shall have the meanings set forth in the Declaration. In the event of any conflict or inconsistency between the terms and provisions of the Declaration and this Fourth Amendment, the terms and provisions of this Fourth Amendment shall prevail and control.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned have caused this Fourth Amendment to be executed effective as of the date written above.

WOODFIELD PARTNERS, LLC, an Indiana limited liability company

By: PRECEDENT RESIDENTIAL DEVELOPMENT, LLC, Managing Member

By: Donald A. Piggush, Treasurer
Donald A. Piggush, Treasurer

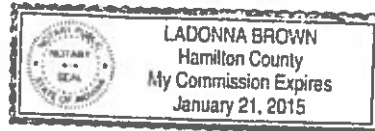
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Donald A. Piggush, the Treasurer of Precedent Residential Development, LLC, Managing Member of Woodfield Partners, LLC, who acknowledged execution of the foregoing Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Woodfield on this 26 day of July, 2013, in such capacity.

My Commission Expires:
1-21-2015
My County of Residence:
Hamilton

Ladonna Brown
Notary Public
Ladonna Brown
Printed Name

[Signatures continue on following page]



CONFIRMATION AS TO DEVELOPER

PRD hereby joins the foregoing Fourth Amendment solely for purposes of confirming that it has assigned any rights it had under the Declaration to WP and that WP has prior to the date of this Fourth Amendment succeeded PRD as Developer under the Declaration. Notwithstanding any failure to record a written instrument evidencing such assignment, the foregoing is hereby confirmed and all prior acts of WP as Developer under the Declaration are hereby ratified and confirmed. All terms used in this Confirmation as to Developer with initial capital letters and not otherwise defined herein shall have the meaning set forth in the foregoing Fourth Amendment.

Dated the 26th day of July, 2013.

PRECEDENT RESIDENTIAL DEVELOPMENT,
LLC, an Indiana limited liability company

By: Donald A. Piggush, Treasurer
Donald A. Piggush, Treasurer

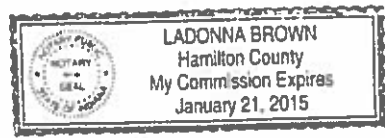
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Donald A. Piggush, the Treasurer of Precedent Residential Development, LLC, who acknowledged execution of the foregoing Confirmation as to Developer on this 26 day of July, 2013, in such capacity.

My Commission Expires:
1-21-2015
My County of Residence:
Hamilton

Ladonna Brown
Notary Public
Ladonna Brown
Printed Name

This instrument prepared by: Christopher D. Long, Esq.
Krieg DeVault, LLP
One Indiana Square, Suite 2800
Indianapolis, Indiana 46204



I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless otherwise required by law. Christopher D. Long



Doc ID: 008819490009 Type: MIS
 Kind: DECLARE COVENANT RESTRICT
 Recorded: 10/15/2013 at 03:03:06 PM
 Fee Amt: \$32.00 Page 1 of 9
 Workflow# 0000076397-0003
 Johnson County-Recorded as Presented
 Jill L. Jackson County Recorder

File **2013-025461**

320

9

Cross References: Instrument Nos. 2004-023150
 2006-032522
 2008-007482
 2011-026033
 2013-018915

**FIFTH AMENDMENT
 TO
 DECLARATION
 of
 Covenants, Conditions and Restrictions
 for
 THE TRAILS AT WOODFIELD
 THE CHATEAUX AT WOODFIELD
 WOODFIELD ESTATES
 for Partial Assignment
 of Development Rights**

This Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Woodfield (the "Fifth Amendment") is executed as of the ___ day of October, 2013, by Woodfield Partners, LLC, an Indiana limited liability company ("WP"), Woodfield Realty Holdings, LLC, an Indiana limited liability company ("WRH"), and Grand Communities, Ltd., a Kentucky limited partnership ("Grand").

RECITALS:

A. Precedent Residential Development, LLC, an Indiana limited liability company and predecessor to WP previously executed a Declaration of Covenants, Conditions and Restrictions for Woodfield (the "Development"), which is recorded as Instrument Number 2004-023150 in the office of the Recorder of Johnson County, Indiana, as amended by instruments executed by WP and recorded on December 14, 2006 as Instrument Number 2006-032522, on April 3, 2008 as Instrument Number 2008-007482, on December 16, 2011, as Instrument Number 2011-026033 and on August 1, 2013 as Instrument Number 2013-018915 in the Office of the Recorder of Johnson County, Indiana (collectively, the "Declaration") over certain "Property" as defined therein, and has prepared or filed a primary plat for the Property (the "Primary Plat").

B. In conjunction with the sale by WP to WRH of that portion of the Property commonly known as the Chateaux at Woodfield and more particularly described in Instrument Number 2013-018915 (the "WRH Property"), WP assigned to WRH certain rights of the Developer under the Declaration solely with respect to the WRH Property.

C. On or before the date hereof, WP is conveying or has conveyed to Grand that portion of the Property described on Exhibit A attached hereto and incorporated herein by this reference (the "Grand Property"), for the purpose of developing the community known as The Trails at Woodfield and the commercial sale to builders.

D. Pursuant to the terms of the Declaration, WP may unilaterally amend the Declaration at any time to assign to any third party all or a portion of its rights as Developer with respect to all or a portion of the WP Property on such terms as WP may in its sole and absolute discretion determine to be reasonable provided such amendment does not have a material adverse affect with respect to the rights or obligations of WRH or any other Owner under the Declaration.

E. WP desires to assign to Grand certain rights of the Developer under the Declaration solely with respect to the Grand Property and WP shall remain as the Developer under the Declaration and retain all rights as such with respect all other portions of the Property that do not constitute the WRH Property or the Grand Property (the "WP Property"), all upon the following terms and conditions.

F. The provisions of this Fifth Amendment shall have no material adverse effect upon any right of any Owner, as WP is merely transferring certain rights it would otherwise have concerning the Grand Property and permitting Grand to exercise the same.

NOW, THEREFORE, WP, as the Developer under the Declaration with respect to the WP Property, WRH, as the Developer under the Declaration with respect to the WRH Property, and Grand enter into this Fifth Amendment to make certain assignments and amend the Declaration in the manner hereinafter provided, all in accordance with the provisions of the Declaration:

1. WP hereby assigns to Grand its rights as the Developer under the Declaration with respect to the Grand Property, including the right, title and interest to the Primary Plats of Sections 5 and 6 of the Trails at Woodfield and engineering and design related thereto, and WP shall remain the Developer under the Declaration with respect to the WP Property. Grand shall not be liable for and does not assume any obligations or liabilities of the Developer which arise out of or relate to obligations that were required to be performed by Developer prior to the date of this Fifth Amendment with respect to the Grand Property or at any time with respect to the WP Property. Following the date of this Fifth Amendment, WP shall not be liable for and shall have no obligations or liabilities of the Developer which arise out of or relate to obligations required to be performed by Developer with respect to the Grand Property.

2. Except as expressly provided otherwise in the Declaration: (a) all approvals, consents and other actions required to be obtained from the Developer under the Declaration which pertain only to and only affect the Grand Property must be obtained from Grand; (b) all approvals, consents and other actions required to be obtained from the Developer under the Declaration which pertain only to and only affect the WP Property must be obtained from WP; (c) all approvals, consents and other actions required to be obtained from the Developer under

the Declaration which pertain only to and only affect the WRH Property must be obtained from WRH; and (d) all consents, approvals and other actions required to be obtained from the Developer under the Declaration which pertain to and affect two or more of the Grand Property, the WP Property and/or the WRH Property must be obtained by Grand, WP and and/or WRH, as applicable.

3. Except as expressly provided otherwise herein: (a) all rights granted to the Developer under the Declaration which pertain only to and only affect the Grand Property shall be exercised by and inure to the sole benefit of Grand; (b) all rights granted to the Developer under the Declaration which pertain only to and only affect the WP Property shall be exercised by and inure to the sole benefit of WP; and (c) all rights granted to the Developer under the Declaration which pertain to and affect both the Grand Property and WP Property shall be exercised by and inure to the benefit of Grand so long as it owns any of the Grand Property and WP so long as it owns any of the WP Property. All easements which are reserved and/or created for the use of Developer under the Declaration shall inure to and benefit both Grand so long as it owns any of the Grand Property and WP Property so long as it owns any of the WP Property (and each party's successors and assigns). The assignment of Developer's rights under the Declaration to Grand with respect to the Grand Property includes the exclusive right of Grand to: (i) exercise the easement rights under Article 3, including Section 3.7 of the Declaration for the maintenance of signs, sales offices, construction offices, business offices and model homes with respect to the sale of Lots within the Grand Property; (ii) receive the exemption from assessments granted to the Developer pursuant to the seventh paragraph of Section 8.2 of the Declaration with respect to only the Lots within the Grand Property; (iii) have the transfer of the Lots within the Grand Property by WP to Grand be exempt from the Capital Reserve Assessment established in Section 8.6 with the conveyance by Grand to its builders to receive the same exemption enjoyed by WP in its conveyances of lots to its builders; (iv) during the Class B Control Period (which with respect to Grand shall be the period of time during which Grand owns at least one Lot within the Grand Property), have all of the powers and authority of the New Construction Committee and Architectural Standards Committee reserved by the Developer pursuant to Article 9 for the exclusive jurisdiction for the architectural approval over the improvements on Lots on the Grand Property; and (v) during the Class B Control Period (which with respect to Grand shall be the period of time during which Grand owns at least one Lot), require all actions of the Association concerning the Grand Property to receive the prior written approval of Grand. The assignment of Developer's rights under the Declaration to Grand with respect to the Grand Property shall not affect the exclusive rights of WP to: (i) exercise the easement rights under Section 3.7 of the Declaration for the maintenance of signs, sales offices, construction offices, business offices and model homes with respect to the sale of Lots within the WP Property; (ii) receive the exemption from assessments granted to the Developer pursuant to the seventh paragraph of Section 8.2 of the Declaration with respect to only the Lots within the WP Property; (iii) have the transfer of the Lots within the WP Property by WP to its builders be exempt from the Capital Reserve Assessment established in Section 8.6; (iv) during the Class B Control Period (which with respect to WP shall be the period of time during which WP owns at least one (1) Lot within the WP Property), have all of the powers and authority of the New Construction Committee and Architectural Standards Committee reserved by the Developer pursuant to Article 9 for the exclusive jurisdiction for the architectural approval over the improvements on Lots within the WP Property; and (v) during the Class B Control Period (which

with respect to WP shall be the period of time during which WP owns at least one (1) Lot within the WP Property), require all actions of the Association concerning the WP Property to receive the prior written approval of WP.

4. In relation to Sections 2.2 and 2.3 of the Declaration, none of Grand, WRH nor WP shall have any right or option to annex additional property to, or withdraw and remove any portion of the WRH Property, Grand Property or WP Property (as applicable) from, the control and provisions of the Declaration without the approval of the Association's Board of Directors.

5. Under Section 4.2 of the Declaration (a) the Class B Member under the Declaration shall mean Grand, WP and WRH, and Grand shall be entitled to six (6) votes for each Lot of which it is the Owner, WP shall be entitled to six (6) votes for each Lot of which it is the Owner and WRH shall be entitled to six (6) votes for each Lot of which it is the Owner with respect to each matter submitted to a vote of the Association; and (b) the Class B Membership shall cease and terminate upon the expiration of the Class B Control Period. The Class B Members shall be converted to Class A Members and entitled to one (1) vote for each Lot owned by such member upon the termination of the Class B Membership. Except for matters that must be submitted to a vote of the Association and except as expressly provided otherwise in this Declaration, any provision of the Declaration which requires the consent, approval or other action of the Class B Member or the Developer shall require the consent, approval or other action of Grand, WP and WRH.

6. Notwithstanding anything contained in the Declaration to the contrary, the Developer's right to (a) unilaterally amend the Declaration under Section 12.3 of the Declaration, (b) appoint and remove any member or members of the Board of the Association under Section 12.1 of the Declaration, and (c) perform the functions and responsibilities of the Association or appoint a manager thereof pursuant to the third paragraph of Article 13, shall all require the agreement of WP so long as its owns any of the WP Property, Grand so long as it owns any of the Grand Property and WRH so long as its owns any of the WRH Property.

7. Section 3.2 of the By-Laws of Woodfield Homeowners Association, Inc., which are attached as Exhibit "C" to the Declaration, is amended and restated in its entirety to read as follows:

Section 3.2. Directors During Class B Control Period. Subject to the provisions of Section 3.6 below, during the Class B Control Period as defined in Section 4.2(b) of the Declaration, the Directors shall be appointed by the Class B Members as follows:

(a) The Class B Members (by a majority vote of such Class B Members) shall in their sole discretion appoint two (2) Class A Members to serve from time to time as Directors at the pleasure of the Class B Members during the Class B Control Period; and

(b) During such time that there exists three (3) Class B Members, each Class B Member shall, at its sole discretion, have the right to appoint one (1) Director that shall serve at the pleasure of the appointing Class B Member. At such time that there exists only two (2) Class B Members, the Class B Member which owns in fee simple the larger

number of unsold lots in the Project (for purposes of this Section 3.2, the term "unsold lots" shall mean the number of lots which have been platted under then applicable laws on the Property, as the case may be, and offered for sale to the general public as individual residential lots) on December 31st of each calendar year during the Class B Control Period shall select and appoint two (2) of the Directors and the other Class B Member shall select and appoint one (1) of the Directors for the immediately following calendar year. In the event that the Class B Members own the same number of unsold lots in the Community on any such date, the Class B Member owning in fee simple the most acres of the Property shall select and appoint two (2) of the Directors and the other Class B Member shall select and appoint one (1) of the Directors for the immediately following calendar year.

8. Section 3.4 of the By-Laws of Woodfield Homeowners Association, Inc., which are attached as Exhibit "C" to the Declaration, is amended and restated in its entirety to read as follows:

Section 3.4. Number of Directors. The number of directors in the Association shall be five (5).

9. Except as modified by this Fifth Amendment, all terms and conditions of the Declaration are hereby ratified and confirmed, remain unchanged and in full force and effect. Any reference to the Declaration in this Fifth Amendment shall mean the Declaration as amended by this Fifth Amendment, unless the context clearly requires otherwise. All terms used in this Fifth Amendment with initial capital letters and not otherwise defined in this Fifth Amendment shall have the meanings set forth in the Declaration. In the event of any conflict or inconsistency between the terms and provisions of the Declaration and this Fifth Amendment, the terms and provisions of this Fifth Amendment shall prevail and control.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned have caused this Fifth Amendment to be executed effective as of the date written above.

WOODFIELD PARTNERS, LLC, an Indiana limited liability company

By: PRECEDENT RESIDENTIAL DEVELOPMENT, LLC, Managing Member

By: Donald A. Piggush, Treasurer
Donald A. Piggush, Treasurer

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Donald A. Piggush, the Treasurer of Precedent Residential Development, LLC, Managing Member of Woodfield Partners, LLC, who acknowledged execution of the foregoing Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Woodfield on this 11 day of October, 2013, in such capacity.

My Commission Expires:

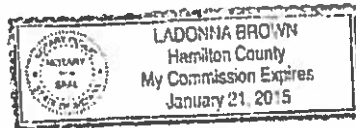
1-21-2015

My County of Residence:

Hamilton

Ladonna Brown
Notary Public

Ladonna Brown
Printed Name



GRAND COMMUNITIES, LTD., a Kentucky limited partnership

By: Fischer Development Company, its General Partner

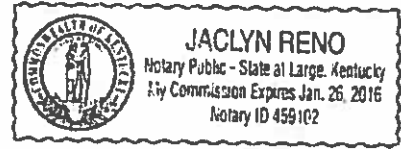
By: [Signature]
Todd E. Huss, President

STATE OF Kentucky)
) SS.
COUNTY OF Boone)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Todd E. Huss, the President of Fischer Development Company, the General Partner of Grand Communities, Ltd., who acknowledged execution of the foregoing Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Woodfield on this 10th day of October, 2013, in such capacity.

My Commission Expires:
11/26/2016
My County of Residence:
Hamilton County, OH

[Signature]
Notary Public
Jaclyn RENO
Printed Name



WOODFIELD REALTY HOLDINGS, LLC, an Indiana limited liability company

By: Dimensional Management Group, LLC, its Managing Member

By: Douglas B. Wagner
Douglas Wagner, Senior Vice President

STATE OF INDIANA)
) SS.
COUNTY OF HAMILTON)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Douglas Wagner, the Senior Vice President of Dimensional Management Group, LLC, the Managing Member of Woodfield Realty Holdings, who acknowledged execution of the foregoing Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Woodfield on this 10th day of October, 2013, in such capacity.

My Commission Expires:

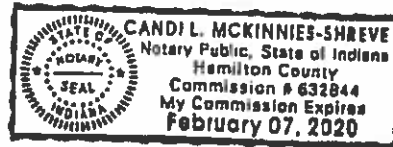
02/07/2020

Candi L. McKinnies-Shreve
Notary Public

CANDI L. MCKINNIES-SHREVE
Printed Name

My County of Residence:

HAMILTON



This instrument prepared by:

David A. Adams, Esq.
Bingham Greenebaum Doll LLP
2700 Market Tower
10 W. Market Street
Indianapolis, Indiana 46204

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless otherwise required by law. David A. Adams

EXHIBIT A

Legal Description of Grand Property

PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 13 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER SECTION, THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER SECTION NORTH 00 DEGREES 54 MINUTES 52 SECONDS WEST (ASSUMED BEARING) 158.59 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; THENCE CONTINUING ALONG SAID WEST LINE NORTH 00 DEGREES 54 MINUTES 52 SECONDS WEST 1868.59 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 462.50 FEET TO A WESTERLY LINE OF THE TRAILS AT WOODFIELD - SECTION THREE, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK D, PAGES 602 A & B, IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA; THE NEXT FIVE (5) COURSES FOLLOW WESTERLY AND SOUTHERLY LINES THEREOF; 1) THENCE SOUTH 73 DEGREES 09 MINUTES 37 SECONDS EAST 108.89 FEET; 2) THENCE SOUTH 31 DEGREES 13 MINUTES 39 SECONDS WEST 19.37 FEET; 3) THENCE SOUTH 33 DEGREES 08 MINUTES 20 SECONDS EAST 147.00 FEET; 4) THENCE SOUTH 38 DEGREES 34 MINUTES 28 SECONDS EAST 80.41 FEET; 5) THENCE SOUTH 30 DEGREES 21 MINUTES 19 SECONDS EAST 141.48 FEET TO A WESTERLY LINE OF THE TRAILS AT WOODFIELD - SECTION FOUR, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK D, PAGES 665 A & B, IN SAID RECORDERS OFFICE; THE NEXT FIVE (5) COURSES FOLLOW WESTERLY AND SOUTHERLY LINES THEREOF; 1) THENCE SOUTH 44 DEGREES 10 MINUTES 25 SECONDS WEST 149.73 FEET; 2) THENCE SOUTH 00 DEGREES 49 MINUTES 35 SECONDS EAST 828.25 FEET; 3) THENCE NORTH 89 DEGREES 10 MINUTES 25 SECONDS EAST 128.80 FEET; 4) THENCE SOUTH 00 DEGREES 49 MINUTES 35 SECONDS EAST 282.22 FEET; 5) THENCE NORTH 89 DEGREES 10 MINUTES 25 SECONDS EAST 246.00 FEET TO A WESTERLY LINE OF THE TRAILS AT WOODFIELD - SECTION ONE, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK D, PAGES 526 A & B, IN SAID RECORDERS OFFICE; THE NEXT TWO (2) COURSES FOLLOW WESTERLY LINES THEREOF; 1) THENCE SOUTH 01 DEGREES 00 MINUTES 30 SECONDS EAST 436.20 FEET; 2) THENCE SOUTH 33 DEGREES 12 MINUTES 56 SECONDS EAST 141.85 FEET, THENCE SOUTH 75 DEGREES 40 MINUTES 49 SECONDS WEST 198.98 FEET; THENCE NORTH 14 DEGREES 19 MINUTES 11 SECONDS WEST 85.29 FEET; THENCE SOUTH 75 DEGREES 40 MINUTES 49 SECONDS WEST 80.00 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 25 SECONDS WEST 795.80 FEET TO THE POINT OF BEGINNING CONTAINING 33.658 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS.

29

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Doc ID: 006999910007 Type: MIS
Kind: DECLARE COVENANT RESTRICT
Recorded: 06/26/2014 at 02:46:37 PM
Fee Amt: \$30.00 Page 1 of 7
Workflow# 0000088482-0001
Johnson County-Recorded as Presented
Jill L. Jackson County Recorder

File **2014-012107**

Cross Reference: 2004-023150
2006-032522
2008-007482
2011-026033
2013-018915
2013-025461

**SIXTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WOODFIELD**

This Sixth Amendment of Declaration of Covenants, Conditions and Restrictions for Woodfield ("Amendment") is dated May 21, 2014, and amends the Declaration of Covenants, Conditions and Restrictions for Woodfield, recorded in the Office of the Recorder of Johnson County, Indiana, on August 6, 2004 as Instrument No. 2004-023150, and amended on December 14, 2006 as Instrument No. 2006-032522, April 3, 2008 as Instrument No. 2008-007482, December 20, 2011 as Instrument No. 2011-026033, August 1, 2013 as Instrument No. 2013-018915, and October 15, 2013 as Instrument No. 2013-025461 (the "Declaration"). All capitalized terms not defined herein shall have the meanings set forth in the Declaration.

Whereas, the Declaration allows for unilateral amendment by the Developer, so long as it still owns Property, for any purpose provided the amendment has no materially adverse effect upon any right of the Owner; and

Whereas, Developer desires to amend the Declaration to clarify language regarding landscape easements, remove the provisions allowing portable basketball goals, and allow fishing on a restricted basis.

Now, therefore, the Declaration is hereby amended as follows:

1. Section 3.6 of the Declaration is hereby amended and restated as follows:

Section 3.6. Landscape Easement. Landscape Easements over each Lot, as designated on a Plat or otherwise to the extent necessary, are created and reserved for the use of the Developer and the Association for access to and installation, maintenance, repair, and replacement of signs, walls, earth mounds, trees, foliage, landscaping and any other improvements of Common Areas in the Community. Except as installed by Developer or the Association, no improvements or permanent

structures, including without limitation, fences, shall be erected or maintained in or upon said Landscape Easements without the written consent of the Board.

The landscaping and other improvements planted or installed by the Developer and/or the Association within the Landscape Easement areas may not be removed by an Owner, nor may the Owner add any landscaping or improvements in such areas without the approval of the Board.

2. Section 10.24 of the Declaration is hereby amended and restated as follows:

Section 10.24. Wetlands, Lakes and Water Bodies. All wetlands, lakes, ponds, and streams within the Property, if any, shall be aesthetic amenities only. No other use thereof, including without limitation, fishing (except as provided below), swimming, boating, playing or use of personal floatation devices, shall be permitted without the prior approval of the Board.

Fishing will be allowed on a restricted basis as follows: Owners of Lots adjacent to a pond and their invitees may fish from the shoreline adjacent to their Lot. Owners may fish in ponds from shorelines contained within or adjacent to Open Common Areas. Exhibit A to this Sixth Amendment is a map of Woodfield Subdivision illustrating the Open Common Area shorelines.

The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds or streams within the Property. No docks, piers, or other structures shall be constructed on or over any body of water within the Property, except such as may be constructed by the Developer or the Association.

3. Section 10.27 of the Declaration is hereby amended and restated as follows:

Section 10.27. Basketball Goals, Playground Equipment, Etc. No basketball goals shall be attached to any Dwelling. All backboards shall be made of transparent materials only and the location of any

basketball goal shall be subject to the approval of the ASC. No playground equipment, tree houses, or similar structures shall be erected on any Lot except in accordance with the most current “Architectural Standards and Guidelines” established by the Board from time to time or as otherwise approved by the Board. Portable goals are not allowed. Any currently existing approved portable goals as of the date of this Amendment must be removed within twenty-four (24) months. During that period, all currently existing portable basketball goals must be kept away from public streets and stored in the garage when not in use.

4. Except as modified herein, all other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

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

[Signature pages follow.]

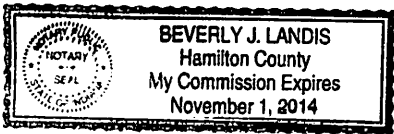
DEVELOPERS:

WOODFIELD PARTNERS, LLC,
an Indiana limited liability company
By: Precedent Residential Development, LLC,
Managing Member

By: *Arnold A. Piggush, Treasurer*
Donald A. Piggush, Treasurer

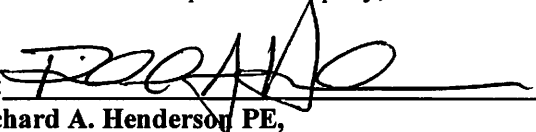
STATE OF INDIANA)
)SS:
COUNTY OF *MARION*)

Before me, a Notary Public in and for said County and State, personally appeared Donald A. Piggush, the Treasurer of Precedent Residential Development, LLC, Managing Member of Woodfield Partners, LLC, who acknowledged the execution of the above and foregoing Amendment on this *21* day of *May*, 2014, in such capacity.



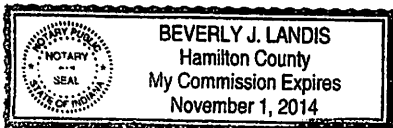
Beverly J. Landis
Printed: *BEVERLY J. LANDIS*
Notary Public
County of Residence: *Hamilton*
My Commission Expires: *November 1, 2014*

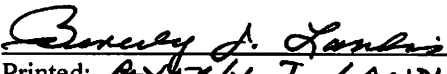
GRAND COMMUNITIES, LTD.,
a Kentucky limited partnership
By: Fischer Development Company, its General Partner

By: 
Richard A. Henderson PE,
Vice President of Construction & Development

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Richard A. Henderson PE, Vice President of Construction & Development of Fischer Development Company, the General Partner of Grand Communities, Ltd., who acknowledged the execution of the above and foregoing Amendment on this 21 day of May, 2014, in such capacity.



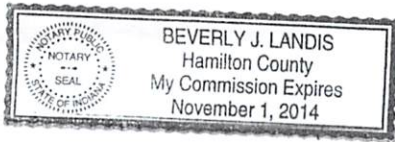

Printed: BEVERLY J. LANDIS
Notary Public
County of Residence: HAMILTON
My Commission Expires: November 1, 2014

WOODFIELD REALTY HOLDINGS, LLC,
an Indiana limited liability company
By: Dimensional Management Group, LLC,
its Managing Member

By: *Douglas Wagner*
Douglas Wagner, Senior Vice President

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Douglas Wagner, the Senior Vice President of Dimensional Management Group, LLC, the Managing Member of Woodfield Realty Holdings, LLC, who acknowledged the execution of the above and foregoing Amendment on this 21 day of May, 2014, in such capacity.



Beverly J. Landis
BEVERLY J. LANDIS

Printed: _____
Notary Public
County of Residence: Hamilton
My Commission Expires: November 1, 2014

PREPARER'S AFFIRMATION STATEMENT

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. By: Andrew S. Gutwein, Preparer

This instrument was prepared by Andrew S. Gutwein of Gutwein Law, 250 Main Street, Suite 590, Lafayette, IN 47901; Telephone: (765) 423-7900

EXHIBIT "A"

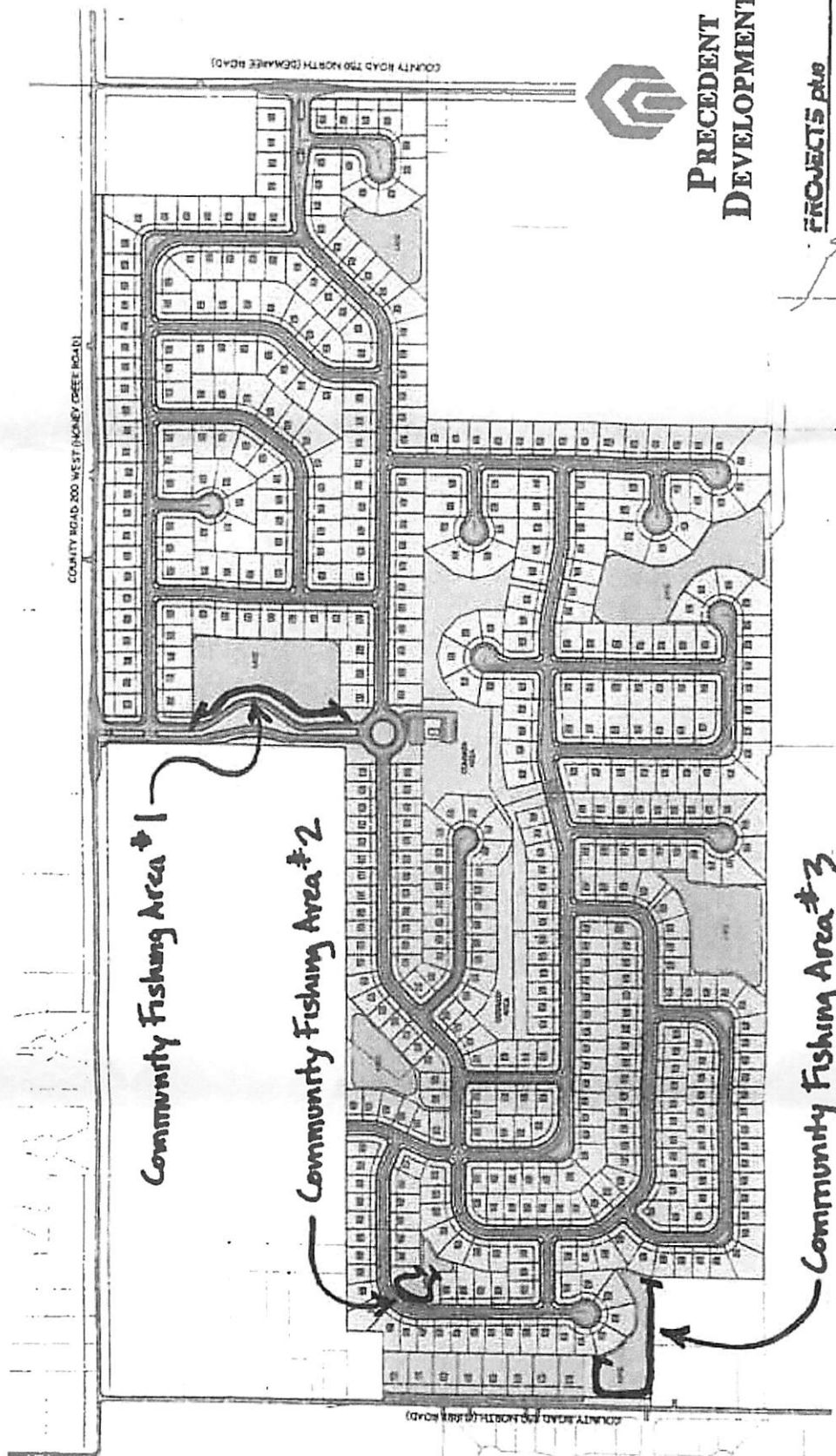
Woodfield Open Common Area Shoreline - Community Fishing Areas

WOODFIELD SUBDIVISION

WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA



SCALE 1"=400'



PRECEDENT
DEVELOPMENT

PROJECTS plus

2015 (11/13) 08:15:00
12/15/15 12:11:33
10/15/15 10:11:33
10/15/15 10:11:33