

DECLARATION OF RESTRICTIVE COVENANTS

WEXFORD SUBDIVISION - SECTION 1 (Lots 1 - 76)

AMENDMENT #1

The undersigned, **Wexford Corporation** ("WC"), represented by its corporate officer Charles E. Foggatt, as owner of Wexford Subdivision, Section 1 inclusive of lots 1 thru 76 (except for those lots as follows), and the following owners of record: (1) Lot #31, **Marc Allen**, (2) Lot #22, **Bruce Moore and Rita Dianne Moore**, (3) Lot #46, **RLS Building Corporation, Inc.**, represented by its corporate officer Robert L. Sandberg and (4) Lot #49, **Darren L. Mills and Lisa M. Mills**, located in the Town of Danville, Center Township, Hendricks County, Indiana, (the "Subdivision") do by this indenture restrict and covenant the above lots and other area within said subdivision to itself and its assigns, grantees, successors, heirs, or legal representatives, and to any person, persons, corporations, banks, associations, and/or anyone who may obtain title to said lots as to the following terms, stipulations, restrictions, conditions and covenants, to wit:

Refer to the Wexford Subdivision, Section 1 recorded plat for additional information, recorded as Instrument Number 200400028392 on September 9, 2004 in the offices of the recorder of Hendricks County, Indiana.

The original Declaration of Restrictive Covenants for Wexford Subdivision, Section 1, was recorded as Instrument Number 200400028331 on September 8, 2004 in the offices of the recorder of Hendricks County, Indiana.

The following changes are made to the original Declaration of Restrictive Covenants. Unless changed below, the original Declaration of Restrictive Covenants remain in force.

Revision #1

This Amendment removes the original Paragraph 26(J) and replaces it with the following paragraphs 26(J) and 26(K) (note that the total wording is unchanged and the only modification is the addition of the heading of paragraph 26(K) which was inadvertently omitted):

26(J) Insurance: The Lake Association shall purchase insurance in the amount necessary to protect the full replacement value of all improvements within the Lake Property. The Lake Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Lake Board shall deem appropriate from time to time, but in any event with a minimum combined limit of \$1,000,000 per occurrence. Such comprehensive public liability insurance policy shall cover the Lake Property and shall insure the Lake Association, the Lake Board, Lake Directors, WC and its officers and any committee or organ of the Lake Association or Lake Board.

26(K) Required Meetings, Reports to Membership and Voting Requirements: The Lake Board shall schedule meetings at a frequency considered appropriate to effectively conduct the business of the Lake Association. Although the Lake Board shall have the authority to act on behalf of the members and total membership meetings are not required for any action to be approved (except as specifically provided in these Covenants), the Lake Board shall conduct an annual meeting of all members of the Lake Association and on a semi-annual basis provide to Lake Association members a written summary of Lake Board actions and a Treasurer's report accounting for all funds received or spent for the current year and a projection of the remaining annual expenditures. At any meeting of the Lake Association membership, or through written ballot or proxies provided separately to the members, a two-thirds majority of those actually voting shall be required to pass any motion

made by the Lake Association membership. Only one vote per lot is permitted. WC shall be allotted one vote for each Lake Lot it owns. A two-thirds majority of Lake Board members voting shall be required to pass any motion made in Lake Board meetings (including by written proxy provided to the Lake Board in advance of the vote). However, at least two-thirds of the Lake Board members must vote in any action for that action to become effective. As long as WC retains title to any Lake Lot, its representative on the Lake Board must vote in the affirmative for that vote to be passed by Lake Board.

Revision #2

A new paragraph 25(P) is added as follows:

25(P) Combination of Lots for a Single Residence: In the event that an Owner of adjacent lots (two or more) decides to construct a single residence and combine these lots into a single entity, then the Annual Assessment of Paragraph 25(F) for the individual lots will be replaced with a single lot assessment, providing that the Owner files with the Architectural Committee a notarized affidavit stating the intention to construct a single residence on the multiple lots and certifying that the lots will in the future only be sold in combination. This document shall be recorded in the Offices of the Hendricks County Recorder. The Owner shall be afforded only one vote in any Association voting activities. The Architectural Committee shall in the future only approve the construction of one residence on these multiple lots. However, in the event that the Owner (or future Owner if the lots are sold) subsequently no longer desires to construct a single residence on the multiple lots, then the current Owner of record may file with the Architectural Committee a notarized affidavit stating the current Owner no longer intends to construct a single residence on the multiple lots. This document shall be recorded in the Offices of the Hendricks County Recorder and shall remove that original stipulation contingent on the current Owner reimbursing the Association for all Annual Assessments that were not paid due to such combination.

Revision #3

A new paragraph 26(O) is added as follows:

26(O) Combination of Lots for a Single Residence: In the event that an Lake Owner of adjacent lots (two or more) decides to construct a single residence and combine these lots into a single entity, then the Annual Assessment of Paragraph 26(F) for the individual lots will be replaced with a single lot assessment, providing that the Lake Owner files with the Architectural Committee a notarized affidavit stating the intention to construct a single residence on the multiple lots and certifying that the lots will in the future only be sold in combination. This document shall be recorded in the Offices of the Hendricks County Recorder. The Lake Owner shall be afforded only one vote in any Lake Association voting activities. The Architectural Committee shall in the future only approve the construction of one residence on these multiple lots. However, in the event that the Lake Owner (or future Lake Owner if the lots are sold) subsequently no longer desires to construct a single residence on the multiple lots, then the current Lake Owner of record may file with the Architectural Committee a notarized affidavit stating the current Lake Owner no longer intends to construct a single residence on the multiple lots. This document shall be recorded in the Offices of the Hendricks County Recorder and shall remove that original stipulation contingent on the current Lake Owner reimbursing the Lake Association for all Annual Assessments that were not paid due to such combination.

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IN WITNESS WHEREOF: The said parties as owner and proprietor of Lot #31 of Wexford, Section 1, have hereunto set their hand and seal this 30th day of November, 2004.

[Signature]

Marc Allen

STATE OF INDIANA)

) SS:

COUNTY OF HENDRICKS)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Marc Allen, as owner and proprietor of the above described lot, acknowledged the execution of the above and foregoing DECLARATION OF RESTRICTIVE COVENANTS, Amendment #1, as their Voluntary Act and Deed.

WITNESS My Hand and Notarial Seal this 30th day of November, 2004.

[Signature] Notary Public

(printed)

My Commission expires _____



Lisa L. Hoover
NOTARY PUBLIC INDIANA
HENDRICKS COUNTY
My Commission Expires
January 16, 2010

IN WITNESS WHEREOF: The said parties as owner and proprietor of Lot #46 of Wexford, Section 1, have hereunto set their hand and seal this 30th day of November, 2004.

RLS BUILDING CORPORATION, INC.

by: [Signature]

Robert L. Sandberg, President

STATE OF INDIANA)

) SS:

COUNTY OF HENDRICKS)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared RLS Building Corporation, Inc., represented by its corporate officer, Robert L. Sandberg, President, as owner and proprietor of the above described lot, acknowledged the execution of the above and foregoing DECLARATION OF RESTRICTIVE COVENANTS, Amendment #1, as their Voluntary Act and Deed.

WITNESS My Hand and Notarial Seal this 30th day of November, 2004.

[Signature] Notary Public

(printed)

My Commission expires _____



Lisa L. Hoover
NOTARY PUBLIC INDIANA
HENDRICKS COUNTY
My Commission Expires
January 16, 2010

IN WITNESS WHEREOF: The said parties as owner and proprietor of Lot #22 of Wexford, Section 1, have hereunto set their hand and seal this 29th day of November, 2004.

Bruce Moore

Bruce Moore

Rita Dianne Moore

Rita Dianne Moore

STATE OF INDIANA)

) SS:

COUNTY OF HENDRICKS)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bruce Moore and Rita Dianne Moore, as owner and proprietor of the above described lot, acknowledged the execution of the above and foregoing DECLARATION OF RESTRICTIVE COVENANTS, Amendment #1, as their Voluntary Act and Deed.

WITNESS My Hand and Notarial Seal this 29th day of November, 2004.

Mary C Hammons Notary Public

(printed)

My Commission expires _____.



Mary C. Hammons
NOTARY PUBLIC INDIANA
HENDRICKS COUNTY
My Commission Expires
July 16, 2010

IN WITNESS WHEREOF: The said parties as owner and proprietor of Lot #49 of Wexford, Section 1, have hereunto set their hand and seal this 7th day of December, 2004.

Darren L. Mills

Darren L. Mills

Lisa M. Mills

Lisa M. Mills

STATE OF INDIANA)

) SS:

COUNTY OF HENDRICKS)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Darren L. Mills and Lisa M. Mills, as owner and proprietor of the above described lot, acknowledged the execution of the above and foregoing DECLARATION OF RESTRICTIVE COVENANTS, Amendment #1, as their Voluntary Act and Deed.

WITNESS My Hand and Notarial Seal this 7th day of December, 2004.

Heather M. Coody Notary Public

Heather M. Coody (printed)

My Commission expires 5/26/2011

IN WITNESS WHEREOF: The said parties as owner and proprietor of Wexford, Section 1, except for Lots 22, 31, 46 and 49 have hereunto set their hand and seal this 3rd day of January, ~~2004~~ 2005

WEXFORD CORPORATION

by: Charles E. Foggatt, pres.

Charles E. Foggatt, President

STATE OF INDIANA)

) SS:

COUNTY OF HENDRICKS)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Wexford Corporation, represented by its Corporate Officer, Charles E. Foggatt, President, as owner and proprietor of the above described lots, acknowledged the execution of the above and foregoing DECLARATION OF RESTRICTIVE COVENANTS, Amendment #1, as their Voluntary Act and Deed.

WITNESS My Hand and Notarial Seal this 3rd day of January, 2004.

Lori M. Morse Notary Public

Lori M. Morse
Res. of Hendricks County
Comm. Exp. 12/11/2011



This document was prepared by: Charles E. Foggatt, President, Wexford Corporation

Return to: Wexford Corporation, P.O. Box 176, Plainfield, IN 46168