

SECOND AMENDMENT (TOTAL REPLACEMENT)
DECLARATION OF RESTRICTIVE COVENANTS
ASHBURTON GROVE SUBDIVISION, HENDRICKS COUNTY, INDIANA
COMMONLY KNOWN AS "WEXFORD COMMONS"

THIS SECOND AMENDMENT is made this 28th day of December, 2005 by Rhoades Investment Company, LLC and Wexford Corporation, being the Owners of all the lots in Ashburton Grove:

WITNESSETH:

WHEREAS, the Secondary Plat for Ashburton Grove was recorded March 4, 2004, as Document No. 200400006830 in Plat Cabinet 5, Slide 143, Pages 2ABC in the Office of the Recorder of Hendricks County, Indiana ("Secondary Plat, Ashburton Grove"); and,

WHEREAS, the RESTRICTIVE COVENANTS OF ASHBURTON GROVE, ("Declaration") dated November 20, 2003 were recorded on March 10, 2004 as Instrument Number 200400007356; Book 499, pages 2062-2067, in the Office of the Recorder of Hendricks County, Indiana; and,

WHEREAS, the FIRST AMENDMENT TO RESTRICTIVE COVENANTS OF ASHBURTON GROVE, dated June 23, 2005 were recorded on July 26, 2005 as Instrument Number 200500022120 in the Office of the Recorder of Hendricks County, Indiana; and,

WHEREAS, the Owners of all the lots in Ashburton Grove (commonly known as "WEXFORD COMMONS") subdivision agree to further amend and modify the Declaration, as amended, as permitted in Paragraph 22 of the Declaration; so that,

NOW THEREFORE, the Owners hereby totally replace the prior Declaration, as amended, with the following which shall become the Declaration of Restrictive Covenants for Ashburton Grove Subdivision (commonly known as "Wexford Commons"):

The undersigned, Wexford Corporation and Rhoades Investment Co., LLC, as owners of all lots in Ashburton Grove Subdivision, Lots 1 thru 48 (commonly known as "Wexford Commons"), 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 (please refer to the recorded plat for additional information):

OUTLINE

1. Fully Protective Residential Area
2. Lot Use
3. Architectural Control
4. Dwelling Requirements
5. Building Location
6. Drainage and Utility Easements
7. Accessory Buildings
8. Businesses
9. Animals

10. Nuisances
11. Temporary Structures, Signs and Other Equipment
12. Garbage and Refuse Disposal
13. Landscaping and Lot Maintenance
14. Vehicle Regulations
15. Water Supply
16. Sewage Disposal
17. Sight Distance at Intersections
18. Fences
19. Sidewalks and Driveways
20. Storage Tanks
21. Special Provisions During Construction
22. Swimming Pools
23. Mailboxes
24. Wexford Commons Homeowner's Association
 - A. Management of Association Affairs
 - B. Responsibilities and Powers of the Board
 - C. Compensation of the Board
 - D. Non-Liability of Directors
 - E. Additional Indemnity of Directors
 - F. Annual Assessment Amount and Timing
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 - I. Changes in Annual Assessments
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 - K. Insurance
 - L. Required Meetings, Reports to Membership and Voting Requirements
 - M. Special Assessments
 - N. Notice and Quorum
25. Negligence
26. Term
27. Enforcement
28. Severability

ARTICLE I - DEFINITIONS

"Acting Board" shall mean the initial Wexford Commons Homeowners Association Board of Directors.

"Architectural Committee" shall mean the Architectural Review Committee which must approve building plans, plot plan and name of builder prior to start of construction.

"Association" shall mean the Wexford Commons Homeowners Association comprised of owners of all lots in Ashburton Grove (Commonly known as "Wexford Commons").

"Board" shall mean the Board of Directors of the Wexford Commons Homeowners Association.

"Covenants" shall mean the Declaration of Restrictive Covenants for Ashburton Grove (Commonly known as "Wexford Commons"), in the Town of Danville, Center Township, Hendricks County, Indiana.

"Directors" shall mean the Directors serving on the Board of Directors of the Wexford Commons Homeowners Association.

"Drainage System" shall mean the storm drainage system in the Subdivision which may include lakes, inlet pipes, open ditches, swales, pipes and other structures and drainage courses.

"Owner" shall mean the fee simple owner of record of a lot in Ashburton Grove (commonly known as "Wexford Commons"), including multiple individuals or groups.

"Rhoades" shall mean Rhoades Investment, LLC, represented by Lance Rhoades, Managing Member.

"Subdivision" shall mean Ashburton Grove, Lots 1 thru 48 (Commonly known as "Wexford Commons"), located in the Town of Danville, Center Township, Hendricks County, Indiana.

"WC" shall mean the Wexford Corporation, represented by its corporate officer, Charles E. Foggatt, President

ARTICLE II - RESTRICTIVE COVENANTS

1. **FULLY PROTECTIVE RESIDENTIAL AREA:** The following covenants shall apply to all lots in the Subdivision. Compliance with this Declaration of Restrictive Covenants (the "Covenants") is a mandatory requirement of ownership of a lot in the Subdivision. All future owners ("Owner") of said lots take ownership subject to the Covenants. Owner shall mean and refer to the Owner of record, whether one or more persons or organizations, of the fee simple title to any lot. By acceptance of a deed to any lot in the Subdivision, each Owner acknowledges the rights and powers of WC, Rhoades, the Association, the Association Board and the Architectural Committee with respect to these Covenants, and also for itself, its heirs, personal representatives, successors and assigns, covenant, agree and consent to keep, observe, comply with and perform such Covenants and agreement.

2. **LOT USE:** No portion of said real estate shall be used for any purpose other than single family residential dwellings, nor shall any lot be further subdivided.

3. **ARCHITECTURAL CONTROL:** No house shall be erected, placed or altered on any lot in the Subdivision until: (1) the plans, (2) the plot plan and (3) name of builder have been approved by the Architectural Review Committee (the "Architectural Committee") which shall consist of a representative of WC and Rhoades, or by their duly authorized representatives (if a document is executed by WC and Rhoades conveying such responsibility). The approval or disapproval, as required in these Covenants, shall be in writing. In the event that said written approval is NOT received within ten (10) days from the date of submission, it shall be deemed that the plans and specifications have been DISAPPROVED. Prior to commencement of any construction activities, the builder (or general contractor) who will be responsible for the construction on behalf of the Owner must agree in writing to comply with the requirements of the Ashburton Grove Erosion Control Plan as approved by the Indiana Department of Natural Resources and contact the Chairman of the Architectural Committee to discuss the "Special Provisions During Construction" as discussed in paragraph 21. This will be a requirement of the approval letter received from the Architectural Committee.

4. **DWELLING REQUIREMENTS:** All construction must be performed or directed by a builder approved by the Architectural Committee and meet the following requirements:

No residence may be constructed on any lot unless the first floor of such residence, exclusive of open porches, attached garages and basements, shall have a minimum finished floor area of Two Thousand (2000) square feet, if a one-story structure, or a minimum of Twelve Hundred (1200) square feet finished first floor area if a multiple-story structure. In the case of a multiple story, there must be a total finished floor area of not less than Twenty-Four Hundred (2400) square feet, unless the first floor has a minimum of Two Thousand (2000) sq. ft. in which case there is no additional square footage requirement. Determination of square footage sufficiency shall rest exclusively with the Architectural Committee. In addition to the above square footage requirements, each structure shall have an attached two or three car garage (permitting separate entry of two or three cars). All building locations and elevations must comply with the plat and other applicable regulations. The exterior first floor walls of the residence must have ninety percent (90%) brick or stone coverage (single and multiple story homes). The Architectural Committee is also solely responsible for determining the compliance of proposed house plans with these square footage and masonry requirements. No Aluminum or vinyl siding is permitted. Roof pitch must be at least 9/12 with a minimum overhang of 12 inches, although the Architectural Committee may modify this requirement in special situations. All windows must be constructed of wood (vinyl-clad or aluminum-clad wood windows are permitted). All garages must have finished interior walls. All foundations must consist of either basement or crawl space construction. No slab floors are permitted (except in basements or the below grade level of split-level residences). No modular construction is permitted except for roof trusses if approved by the Architectural Committee.

5. **BUILDING LOCATION:** Front yard set back lines, and side yard set back lines on corner lots are shown on the plat, between which lines and the property lines of the street there shall be no buildings or structures of any kind erected or maintained. Side yard set back lines on all other lots shall meet applicable Danville zoning regulations.

6. **DRAINAGE AND UTILITY EASEMENTS:** The strips of ground marked UTILITY easements are hereby reserved for the use of public utilities including, but not limited to, gas, water, sanitary sewer, telephone, cable television, internet service and electricity, subject at all times to the proper authorities and to the easements herein granted and reserved. The DRAINAGE easements provide for the storm drainage system ("Drainage System") which may include lakes, inlet pipes, open ditches, swales, pipes and other structures and drainage courses. The drainage

easements may be used by the proper authorities and are to be maintained by any Owner such that adequate drainage is maintained. No Owner is permitted to make any changes to the area within the drainage easements without written permission of the Architectural Committee, the Town of Danville and any other responsible governmental entity. In the event that activities related to construction of a house, including yard grading or erosion damage, causes the Drainage System to change in any manner from the final condition established by the developer, become blocked or fail to drain properly, it shall be the responsibility of the Owner to reestablish the proper drainage and place the Drainage System in the same condition that it was prior to any residence construction activities. In some cases, the topography requires that storm water flow exists across lot lines where drainage swales are not installed in order to retain the natural characteristics of the site. No Owner is permitted to block such drainage flow other than to redirect it to other portions of the Drainage System as part of normal lot shaping activities. Owners should keep street drains clear of leaves and other debris in order to maintain a safe and attractive environment. No permanent or other structures are to be erected or maintained upon any easement shown upon the plat and Owners of lots shall take their titles subject to the rights of the above easements; No sump pump may be discharged into the street or onto sidewalks after a house is completed. The discharge of a sump pump MUST be installed underground with plastic pipe or vitrified tile to approved drainage outlets. In the event that the Owner has any question with regard to such approved drainage outlets, the Architectural Committee should be contacted. No downspout drains or any other drainage except sump pumps may be connected to the subsurface drains located along the street. In order to ensure the proper operation of the Drainage System, no dumping of any material into the Drainage System is permitted, including leaves, grass clippings, dirt, stones, trash or any other items. During construction activities through final establishment of a grass cover, it is the responsibility of the Owner to ensure that suitable means are installed to prevent silting into any drainage swale or street. This will include placement of silt fences, straw bales or other means to prevent mud or dirt from washing into drainage swales or streets.

7. ACCESSORY BUILDINGS: No detached garage, utility buildings, barn or other accessory building shall be allowed on any lot.

8. BUSINESSES: No mercantile building shall be erected, built, or placed on any portion of the referenced subdivision or may any dwelling be used for any business of any nature. However, a house shall be permitted to be used as a model home by a builder if written approval is received from the Architectural Committee which also shall specify the time period for such model home use. During such use of the house as a model home, the total signage that may be used shall not exceed five (5) square feet unless approval is received from the Architectural Committee.

9. ANIMALS: No more than two household pets are permitted per residence. However, additional pets are permitted if kept within the residence at all times such that no more than two are outside at any time. In any event, NO animals, livestock, or poultry shall be raised, bred, or kept on any lot for any commercial purpose or if they cause a disturbance or become a nuisance to the adjacent Owners. Any dog that is permitted outside MUST remain within a fenced yard. No outdoor animal kennel, dog run or animal pens are permitted. "Invisible" electric fencing for control of dogs is an acceptable fencing alternative as long as it satisfactorily contains the pet within the lot boundaries and a sign or marker is clearly visible indicating its presence. Failure of the invisible fence to contain any dog may be cause for the Architectural Committee to require the installation of a physical fence. Approval of an invisible fences is not necessary from the Architectural Committee.

10. NUISANCES: No noxious or offensive activity shall be carried out on any lot or anywhere within the boundaries of the subdivision, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This includes, but is not limited to, the operation of ANY moped, off-road vehicle, all-terrain vehicle or similar item on any lot or on any street within the boundaries of the subdivision. The discharge of any bow and arrow, "B-B" guns, pellet guns, and any other firearm of all types, regardless of size is prohibited. No Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort, or serenity of the occupants of surrounding lots. This includes noise by the use of musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or any other machines or equipment (excluding lawn mowers and associated equipment). No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Subdivision. No vehicle shall be operated at any time within the subdivision if it is not properly licensed by the driver and legal on public thoroughfares. Barking dogs may, at the discretion of the Association Board, be considered a nuisance. Any pet causing or creating a nuisance or unreasonable disturbance must be either contained inside the residence, or removed from the property, upon ten (10) days' written notice from the Association Board, and provided further, that upon written request of twenty-five percent (25%) of the members of the Association stating that any individual pet is a nuisance, the Association Board shall have the authority to, and shall order the removal of, any pet or require that it not be permitted outside without supervision.

11. TEMPORARY STRUCTURES, SIGNS AND OTHER EQUIPMENT: No structure of a temporary character, mobile home, basement, tent, shed, garage, barn, or other outbuildings shall be used upon any lot at any time as a residence, either temporarily or permanently. No animal kennel or dog run is permitted. No paved slab that would serve as a basketball court (except the use of an existing driveway), tennis court, paddle ball court or similar item is permitted. No permanent exterior clothes lines are permitted. No solar panels (if visible beyond the lot boundaries),

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satellite dishes larger than twenty four (24) inches in diameter, or signs other than one sign of no more than five (5) square feet used to advertise the property for sale, may be placed on any lot. No exterior antennas are permitted (except satellite dishes as provided above). Temporary buildings or trailers used by builders during construction of the residence shall be allowed to remain only during the building period. No sales trailers are permitted. The above limitations shall not apply to signs or sales trailers used by WC, Rhoades or their agents to market lots in the subdivision or signs erected by lending institutions. No solar energy collector panels, windmills or attendant hardware or other energy conservation equipment shall be constructed or installed on any lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Architectural Committee.

12. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash or other wastes shall not be kept except in sanitary containers. All equipment for disposal or storage of such materials shall be kept in a clean and sanitary container out of view from the street except on days of trash collection. There shall be no use of outside incinerators or burners for the burning of leaves, branches or trash.

13. LANDSCAPING AND LOT MAINTENANCE: All lots, whether improved or not, shall be kept mowed by the Owner or representative during the months of April through October on a schedule such that no growth in excess of twelve (12) inches is permitted. However, due to the nature of some of the lots such mowing is not practical and the mowing requirement may be waived on portions of certain lots with the approval of the Architectural Committee. Owners are responsible for the removal of any trees or limbs (caused by trees on their lot) that may block subdivision streets, fall on adjacent properties or inhibit any drainage channels or swales. It is expressly prohibited for any Owner or other individual to transport any dirt, stones, rocks, sand, trash or any other materials to any other lot at any time, including during the final grading and seeding operations by a lot owner or the owner's representative (or contractor). In the event that it is observed by any Association representative, WC or Rhoades personnel that such dumping of material has occurred on any other lot, particularly during the final grading and seeding operations by or for an Owner, this material will be removed by the Association thru its agents and contractors and the Owner from whose lot the material was transported will be billed for the cost of such removal plus a ten percent (10%) service charge per year until paid. This charge will be a continuing lien on the lot until paid. Owners are responsible for the planting of any trees required by the Town of Danville ordinances. In the event that any Owner of a lot shall fail to maintain his lot according to these Covenants, the Association through its agents and contractors, shall have the right to enter upon said lot and repair, mow, clean, remove or perform such other acts as may be reasonable necessary to make such lot conform to the requirements of these Covenants. The costs shall be collected from the Owner plus a ten percent (10%) service charge per year unpaid. This will be a continuing lien on the lot until paid.

14. VEHICLE REGULATIONS: No vehicle of more than 3/4 ton hauling capacity or equivalent vehicle shall be parked on any lot except while making a delivery or pickup. No trailer, boat or recreational vehicle shall be permitted to remain on any lot for more than three (3) consecutive days or a total of six (6) days in any calendar month unless kept within a garage, this includes any vehicle that is not in operational condition and bearing the current year's license plate. Routine on-street parking is prohibited except that in instances when guest parking is required for special occasions, on-street parking is permitted but vehicles must be removed as soon as the event ends and may not be parked on the street overnight.

15. WATER SUPPLY: No individual water supply system shall be permitted on any lot.

16. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot.

17. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways, shall be placed, or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line or in the case of a property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with the edge of the driveway. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

18. FENCES: No fence shall be erected unless the location, material and design has been approved by the Architectural Committee which shall have sole discretion regarding the compliance with this section. All fences shall be kept in good repair and erected without hindrance or damage to any other property. No fence shall be erected between the front property lines and the front of the dwelling, or in the case of a corner lot, between the side property line along the street and the dwelling, except that short sections may be approved for landscaping purposes at the discretion of the Architectural Committee. There shall be no chain link fencing permitted on any lot. No privacy fence shall be permitted except as approved by the Architectural Committee for privacy around swimming pools or decks. All plans must include a drawing or sketch showing the location of the fence, a description of the proposed fence material and an illustration of the fence material design. The Architectural Committee reserves the right to modify these requirements in special situations if it deems it appropriate.

19. SIDEWALKS AND DRIVEWAYS: Prior to occupancy of the dwelling, all lots must have concrete sidewalks across the front property line meeting Danville standards and concrete driveways. Sidewalks must be completed at

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time of construction and before occupancy or, if no home construction is completed, within two (2) years from the date of purchase of the lot from the undersigned if so directed by the Association in order to provide sidewalk continuity with adjacent lots, whichever occurs first. This obligation shall extend to the new Owner(s) in the event that the lot is sold by the original purchaser with the two year period still measured from the date of the original purchase from WC or Rhoades. Compliance is an obligation of the current Owner. If sidewalks are not installed prior to the above two (2) year requirement after having been directed to do so by the Association, then the Association may have them installed and shall invoice the current Owner who by receipt of title to the lot agrees to accept this obligation. If sidewalks are thus installed by the Association, then the cost of the sidewalk, and a ten (10) percent per year service charge and costs of collection thereof shall thereupon become a continuing lien on the property. Sidewalks at property lines are to meet flush with no abrupt grade changes from one lot to another.

20. STORAGE TANKS: No oil, gas or any other storage tanks are permitted.

21. SPECIAL PROVISIONS DURING CONSTRUCTION: It is the responsibility of the Owner of any lot to maintain a clean and safe construction site, placing such condition in the contractual agreement with a building contractor who must also agree in writing to comply with the requirements of this section prior to approval of the building plans by the Architectural Committee. While it is assumed that the Owner shall delegate this responsibility to the primary building contractor in the construction contract, it remains the ultimate responsibility of the Owner to ensure that the requirements of this section are met. Prior to start of construction, (1) a stone driveway area shall be created to minimize mud and debris carryover to the subdivision and adjacent streets, (2) a silt fence must be properly installed (trenched in and backfilled) to contain the entire construction area and prevent erosion from the lot that is under construction to adjacent lots, drainage easements, swales and particularly the street, and (3) the side property lines shall be clearly identified to clearly prevent any construction activity or trespassing on an adjacent lot, as well as the front property line of adjacent lots. In particular, any vehicle traffic onto any other lot is prohibited, such as concrete or delivery trucks that either attempt to cross such other lot or dump material thereon. ALL contractors, subcontractors and suppliers must NOT drive on and track mud from the lot but always use the stone driveway for any vehicle access to the lot. All dirt or mud tracked from a lot under construction must be removed on a daily basis. Loose trash must be contained in either a dumpster or fenced collection area and shall NOT be allowed to carry over to adjacent lots and must be removed weekly. No material (dirt or otherwise) is allowed to be placed within any drainage easement. If any damage to another lot occurs due to the activities of the builder or subcontractor, it is the responsibility of the Owner to return such lot to its original condition, including rubbish removal, re-grading, re-seeding or any other act necessary to remove such damage. If the construction site or repair of such other lot is not maintained or performed in conformity with this paragraph, the Association or undersigned Owner reserve the right to perform such cleanup or repair functions that it deems necessary to protect the interests of the other Owners and will invoice the Owner whose contractor caused such damage, including a ten (10) percent service charge and costs of collection thereof, which shall thereupon become a continuing lien on the lot until paid. These cleanup functions may include, among others, removal of dirt, mud or debris from streets and trash removal from the areas offsite the lot under construction. The Architectural Committee reserves the right to require the posting of a Maintenance Deposit (not to exceed One Thousand Dollars) by the Owner or, at the Owner's discretion, the Contractor, prior to the approval of plans and initiation of construction of the residence. If such a deposit is required, it shall be returned to the Owner or Contractor (as appropriate) at the completion of construction, less any assessments for remedial cleanup functions performed by the Association as provided above. The deposit shall be held by the Association Treasurer in a special deposit account and payments for such remedial cleanup functions shall be paid by the Association using normal Association payment procedures from this account. The Treasurer shall maintain a record of the bond amount and assessments. If the actual cleanup cost incurred by the Association during the construction of a residence exceeds the amount of the maintenance deposit, the excess amount shall remain a continuing lien on the lot as provided above, until paid to the Association in full, including the ten (10) percent service charge. During the entire construction period, the builder must maintain at least one portable toilet per residence under construction on the lot (not in the street) for use of all subcontractors and employees.

22. SWIMMING POOLS: No Swimming pool or associated structure shall be erected or placed on any lot until the construction plans, including plot plan have been approved by the Architectural Committee. An application for the construction of a swimming pool will not be considered unless the application is accompanied by an application for an acceptable fence. The design of such fence shall conform to all state, county or local requirements for such fencing surrounding a pool. No above ground pool is permitted. No Swimming pool or associated equipment shall be erected or placed within any easement area. The location must also meet the location requirements of the appropriate state, county or local authorities. All pools shall be fenced for the safety of other residents, subject to the requirements of paragraph 18.

23. MAILBOXES: It is the responsibility of the Owner to install mailboxes meeting standards established by the Architectural Committee.

24. WEXFORD COMMONS HOMEOWNERS ASSOCIATION: All Owners of lots in the Subdivision shall become members of the Wexford Commons Homeowners Association (the "Association"). The Association is a not-for-profit corporation with mandatory membership of all Owners in the Subdivision. The sole purpose of the

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Association is to maintain a clean, safe and attractive subdivision for the enjoyment and benefit of the members.

(A) Management of Association Affairs: The management, affairs and policies of the Association shall be vested in the Association Board of Directors (the "Board") which shall conduct the day to day functions of the Association on behalf of its members. The initial Board (the "Acting Board") shall consist of a representative of WC or Rhoades and up to six (6) Owners of lots in the Subdivision appointed by WC or Rhoades ("Directors"). Each November (the first November after the establishment of the Acting Board) the Board shall contact all Owners in the Subdivision in writing and solicit their interest in serving on the Board. Based on this solicitation, the Board (or Acting Board) shall then provide all Owners with a slate of candidates (those who have indicated an interest in serving on the Board and which must be existing Owner of a lot in the Subdivision) and a written ballot (one per lot). Based on the tabulation of all ballots returned, the new Board shall be established. However, in the event that no more than seven (7) nominees exist, including members who will be remaining on the Board to serve the remainder of their term, then there will be no vote of the membership and all nominees will be seated as the new Board. The tenure of the members of the Board shall be established such that no more than four (4) Director's terms shall expire each year. Upon its formation each year, the Board in its first meeting shall immediately elect a President, Vice-President, Secretary and Treasurer and assign specific duties to each. There will be no compensation paid to any member of the Board. The terms of all officers shall be one year, unless reelected by the Board. As long as any lots remain unsold in the Subdivision, a representative of WC or Rhoades may serve on the Board if desired by WC or Rhoades, still retaining a total Board membership of up to seven (7) members. The Board may increase the maximum number of its members beyond seven (7) with a unanimous vote of the present members, including the representative of WC or Rhoades. Any vacancy occurring on the Board shall be filled by a vote of a majority of the remaining members. The Director so filling a vacancy shall serve until the next solicitation of nominees and until the successor is elected.

(B) Responsibilities and Powers of the Board: The Board shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power: (1) to purchase, lease or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board; (2) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board may be necessary or desirable in connection with the business and affairs of the Association; (3) to employ or designate such personnel as in the judgment of the Board may be necessary for the maintenance, upkeep, repair and replacement of any entrance walls, fence, mounding, landscaping, etc., and to perform all other maintenance, upkeep, repair and replacement duties of the Association and the Board; (4) to pay all costs necessary for the operation of the Association; (5) to open and maintain a bank account or accounts in the name of the Association, (6) to impose reasonable monetary fines and other sanctions consistent with this Declaration of Restrictive Covenants; (7) any other action that the Board considers necessary to accomplish the responsibilities of the Association.

(C) Compensation of the Board: No Director shall receive any compensation for such member's services.

(D) Non-Liability of Directors: The Directors shall not be liable to the Owners or any other person or organization for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful, intentional, fraudulent or reckless misconduct. Neither the Board nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of this Declaration or for any failure to take any action called for by this Declaration, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of a willful, intentional, fraudulent, or reckless misconduct. The Association shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

(E) Additional Indemnity of Directors: The Association shall indemnify, hold harmless and defend any person, that person's heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that the person is or was a Director of the Association, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by that person in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for willful, intentional, fraudulent or reckless misconduct in the performance of that person's duties. The Association shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding if it shall be found by a majority vote of the members that such Director was not guilty of willful, intentional, fraudulent or reckless misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for willful, intentional, fraudulent or reckless misconduct in the performance of that person's duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by any other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a

Director be deemed guilty of or liable for willful, intentional, fraudulent or reckless misconduct by virtue of the fact that the person failed to attend a meeting or meetings of the Association Board. The Association Board may provide, at the expense of the Association, surety bonds for all officers and Directors.

(F) Annual Assessment Amount and Timing: Each Owner, by acceptance of a deed of conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for specific maintenance functions within the subdivision performed for the benefit of all members. Each such annual assessment shall be the personal obligation of the person(s) who was the Owner of the property when the assessment was due. In the case of multiple Owners of a specific lot, the term "Owner" shall refer to the person representing such multiple Owners. If a lot is sold, the payment of the previous Owner remains with the Association and no assessment is due from the new Owner until the next normal assessment date. On an annual basis, the Board shall prepare a roster of the current members and assessments applicable thereto. Such roster shall be kept with the records of the Association. An assessment invoice shall thereupon be sent to every Association member subject thereto by December 15 for payment of the succeeding year's assessment. Payments shall be considered delinquent if not received by January 15. At the time of closing of the lot purchase from WC or Rhoades, the original lot purchaser shall make a payment to the Association of a prorated assessment, calculated for the remaining calendar months in the current year, commencing with the first day of the month following closing. The next assessment shall be due on the following January 1 and will be for a full year. However, if said closing occurs after October 1 of any year, the assessment to be collected at closing shall also include the annual assessment for the subsequent year. The assessment payment shall be deposited in the Association's bank account. After formation, the Board may modify the above payment schedule as necessary to meet the needs of the Association. In no event shall any assessment or charge be levied against or be due from the undersigned WC or Rhoades, its representatives, or assigns.

(G) Permitted Use of Annual Assessments: The assessments levied by the Association shall be used exclusively for the purpose of the following: (1) maintenance of all common areas, detention ponds or areas so directed by the Association, including mowing and general cleanup, (2) maintenance, repair or replacement of the entrance walls, signs, fencing and landscaping, (3) maintenance, repair, or replacement of any irrigation systems, (4) payment of water bills associated with any irrigation systems associated with the above, (5) routine expenses of the Association, including legal fees, property taxes on the common areas if applicable, insurance premiums and other related expenses as approved by the Board, (6) a reserve fund for major repair or replacement of any common improvements, including fences, walls, landscaping, signs, irrigation systems or other elements of any common area and any other property that must be maintained, repaired or replaced and which the Association may be obligated to maintain and as authorized by the Board and (7) other expenses that the Board shall determine are in the best interests of its members, including any costs necessary to collect delinquent assessments or penalties from members. Additional uses of Association funds may be appropriate, subject to approval of the Board and the Association membership as provided in Paragraph 24(L). Payments from Association funds shall require the signature of the Association Treasurer and the signature of one other Association officer.

(H) Non-Payment of Assessments: If assessments from members are not paid on the date due, then the assessment and costs of collection thereof shall thereupon become a continuing lien on the subject real estate. Any assessment that is not paid when due shall be deemed delinquent. If an assessment is not paid within thirty (30) days after the delinquency date, it shall bear interest from the delinquency date at the rate of twelve percent (12%) per annum and shall become a continuing lien in favor of the Association on the lot against which assessed. The Association may also bring an action at law or in equity against the person personally obligated to pay the same, including interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action. The Association may also enforce and foreclose any lien it has or which may exist for its benefit.

(I) Changes in Annual Assessments: The initial annual assessment shall be in the amount of One Hundred Fifty Dollars (\$150.00) per lot. Changes in future assessments shall be recommended to the Board by the Finance Committee (see paragraph 24(J)) based on a comparison of existing Owner assessments and projected Association expenditures. The Assessment change must be approved by the Board by a vote of two-thirds (2/3) of the Directors. If the recommended change is adopted by the Board, the Owners shall be notified in writing within thirty (30) days. The subsequent assessment invoice shall reflect this new annual assessment amount.

(J) Subcommittees Established by Board: The Board shall establish the following committees to assist in the management of Association activities: (1) Covenants Committee - monitor individual member compliance with the Covenants and recommend Board actions, (2) Facilities Committee - monitor the condition of all common areas and improvements including, among others, the entrance walls, fencing, sidewalks, landscaping, signs and irrigation systems, providing recommendations for Board actions, (3) Finance Committee - evaluate the Association finances and recommend changes in the annual assessments, and (4) Communications Committee - prepare periodic newsletters, member surveys, or any other means necessary to communicate Board actions or any other relevant items to the membership. At least one Board member shall be on each committee and shall serve as chairman. The remaining committee members must be Association members but do not have to serve on the Board. The committees shall meet on such schedule as the members consider appropriate to accomplish their responsibilities. The Board

shall establish other committees as it considers appropriate to provide a clean, safe and attractive environment in the Subdivision.

(K) Insurance: The Association shall purchase insurance in the amount necessary to protect the full replacement value of all improvements within the common areas. The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the 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 all of the common areas and shall insure the Association, the Board, the Directors, the Architectural Committee, WC and its officers, Rhoades and any committee or organ of the Association or Board.

(L) Required Meetings, Reports to Membership and Voting Requirements: The Board shall schedule meetings at a frequency considered appropriate to effectively conduct the business of the Association. Although the 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 Board shall conduct an annual meeting of all members of the Association and on a semi-annual basis provide to Association members a written summary of 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. In the event that the Board approves a change in the annual assessment, the members shall be notified in writing of such change within thirty (30) days. At any meeting of the 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 Association membership. Only one vote per lot is permitted. WC and Rhoades shall be allotted one vote for each lot to which it retains title. Similarly, a two-thirds majority of the Board members actually voting shall be required to pass any motion made in Board meetings (including by written proxy provided to the Board in advance of the vote). However, at least two-thirds of the Board members must vote in any action for that action to become effective.

(M) Special Assessments: If it is determined by the Board that insufficient Association funds are otherwise available to make any required payment, in addition to the annual assessments authorized above in paragraph 24(F), the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any item in paragraph 24(G) or any construction, reconstruction, repair, replacement, or maintenance of any improvement in the Common Areas, or elsewhere in the subdivision, including the entrance walls, irrigation systems, fencing, landscaping and related items. In order for the special assessment to become enacted, it must be approved by the Association membership following the procedures of paragraph 24(L).

(N) Notice and Quorum: Written notice of any meeting shall be sent to all members not less than seven (7) days nor more than sixty (60) days in advance of the meeting. At the opening of such meeting, the presence in person or by proxy of members entitled to cast two-thirds of the total votes of the membership (including the votes of WC and Rhoades) shall constitute a quorum. If the required quorum at any meeting is not present, another meeting may be called subject to the same notice requirement, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

25. NEGLIGENCE: Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any other member of his family, his or their guests, employees, agents or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his violation of any of the Covenants or any violation thereof by any member of his family or his or their guests, employees, agents or lessees.

26. TERM: These Covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date that these Covenants are recorded, after which time said Covenants shall automatically be extended for successive periods of ten (10) years, unless at any time after fifteen (15) years an instrument signed by a majority of the then Owners of the lots has been recorded agreeing to change said Covenants in whole or in part. However, at any time, an instrument signed by ALL Owners of the lots in the Subdivision may be recorded to change any Covenant. Regardless of the above, no change or termination of said Covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

27. ENFORCEMENT: If the Owner of any lot in the Subdivision shall attempt to violate any of the Covenants herein, it shall be lawful for any other Owners to prosecute at any proceeding at law or equity against the person(s) violating any such Covenant and either prevent such violating Owner from doing so or to recover any damages or other dues for such violation. It is solely the responsibility of the Owners and the Association to monitor compliance with these Covenants and WC and Rhoades have no obligation in this regard beyond their possible role on the Board, and/or Architectural Committee. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

28. SEVERABILITY: Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the provisions otherwise contained in this document and they shall remain in full force and effect.

IN WITNESS WHEREOF: The said parties as owners of all lots in Ashburton Grove Subdivision (commonly known as "Wexford Commons") have hereunto set their hand and seal this twenty-eighth day of December, 2005.

WEXFORD CORPORATION

by: Charles E. Foggatt, Pres.
Charles E. Foggatt, President

RHOADES INVESTMENT COMPANY, LLC

by: Lance Rhoades
Lance Rhoades, Managing Member

STATE OF INDIANA)
) SS:

COUNTY OF HENDRICKS)

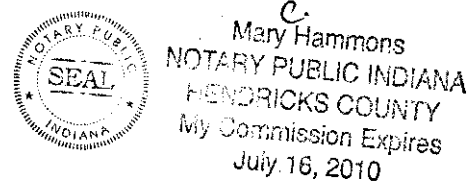
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Wexford Corporation, represented by its Corporate Officer, Charles E. Foggatt, President, and Rhoades Investment Co., LLC, represented by its Managing Member, Lance Rhoades, as owners of all lots in the above described subdivision, acknowledged the execution of the above and foregoing DECLARATION OF RESTRICTIVE COVENANTS as their Voluntary Act and Deed.

WITNESS My Hand and Notarial Seal this 28th day of December, 2005.

Mary C. Hammons Notary Public

(printed)

My Commission expires _____.



This document was prepared by: Charles E. Foggatt, President, Wexford Corporation
Return to: Wexford Corporation, P.O. Box 176, Plainfield, IN 46168