

Nov. 10, 1998

ADDENDUM TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WATERWOOD OF CARMEL
PROPERTY OWNERSHIP

Addendum: #1 - 11/10/98

Effective: November 10, 1998

Paragraph 6. Ownership of Common Area.

Section (a): Changed to Read as follows:

The right of the Corporation, upon approval by a written instrument signed by two-thirds (2/3) of all Homeowners, to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility, for such Common Area purposes, and subject to such conditions as may be agreed upon by the Corporation.

Paragraph 7. Delegation of Use of the Common Area.

Changed to Read as follows:

Any Homeowner, may delegate, with responsibility, in accordance with provisions of this Declaration, and the Rules & Regulations, promulgated by the Corporation, his right of enjoyment, and use of the Common Area, and facilities, to members of his family, his tenants, or contract purchasers who reside on any Lot.

Paragraph 9. Corporation; Membership; Voting; Functions.

Section (b): Changed to Read as follows:

Voting Rights: The Corporation, shall have one (1) class of membership, known as Homeowners, with the following voting rights:

- (I) All Homeowners, shall be entitled to one (1) vote per Lot, for which they are owners of with respect to each matter submitted to a vote before the Corporation. When more than one (1) person constitutes the owner of a particular Lot, all such persons shall be Members of the Corporation, but all such persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.
- (II) All Homeowners, of a particular Lot, who are three (3) months past due, with their Homeowners' Association Dues, in the current fiscal year, or more, will lose that Homeowners right to vote on any matter submitted to a vote before the Corporation.

Paragraph 9. Corporation; Membership; Voting; Functions.

Section (c): Changed to Read as follows:

Functions: The Corporation, has been formed for the purpose of providing for the maintenance, repair, upkeep, replacement, administration, operation, and ownership of the Common Area, to pay taxes assessed against, and payable with respect to the Common Area, and to pay any other necessary expenses and cost in connection with the Common Area, and to preform such functions as may be designated by the Waterwood Homeowners' Association Board of Directors, and the Waterwood Architectural Review Board, for it to perform under this Declaration.

Paragraph 10. Board of Directors.

Section (a) Management: Changed to Read as follows:

The business and affairs of the Corporation, shall be governed and managed by the Waterwood Homeowners' Association Board of Directors. No person shall be eligible to serve as a member of the Board of Directors, unless he is, or is deemed in accordance with this Declaration, to be a Homeowner.

Paragraph 10. Board of Directors.

Section (b) Initial Board of Directors: Changed to Read as follows:

The Initial Board of Directors, as contained is this paragraph, within this Declaration, will refer to the first Waterwood Homeowners' Association Board of Directors, elected by the Homeowners, January 1, 1998. The Initial Waterwood Homeowners Association Board of Directors will hold office for one (1) year.

(All other portions of this section, pertaining to Centex Corporation, known as the Declarant, and its Personnel, is deleted.)

Paragraph 10. Board of Directors.

Section (d) Term of Office and Vacancy: Changed to Read as follows:

After the Initial Waterwood Homeowners' Association Board of Directors, has held office for one (1) year, the terms of all future elected officers will be:

President: ----- Three (3) Years.
Vice President: ----- One (1) Year.
Treasurer: ----- Two (2) Years.
Secretary: ----- One (1) Year.
Member at Large: ----- Three (3) Years.
Member at Large: ----- Three (3) Years.
Member at Large: ----- Two (2) Years.
Member at Large: ----- Two (2) Years.
Member at Large: ----- One (1) Year.

One-third (1/3) of the Members of the Board shall expire annually. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Any vacancy or vacancies occurring in the Board shall be filled by a vote of majority of the remaining members of the Board, or by vote of the Homeowners if a Director is removed in accordance with subparagraph (e) of this Paragraph 10. The Director so filling a vacancy shall serve until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

Paragraph 10. Board of Directors.

Section (f-I) Duties of the Board Of Directors: Changed to Read as follows:

Replacement of Common Area, damaged by circumstances.

Paragraph 10. Board of Directors.

Section (f-VIII) Duties of the Board Of Directors: Changed to Read as follows:

Cause to be maintained all street lights originally installed with photo cells, in quantity and content equal to, if not more, originally installed by the developer.

Paragraph 11. Initial Management.

This Paragraph applies to the original developer, and is no longer in effect.

Paragraph 15. Architectural Control.

Section (a) The Architectural Review Board: Changed to Read as follows:

As a standing committee of the Corporation, there shall be, and hereby is, established an Architectural Review Board consisting of three Board Members; Vice President, and two (2) Members at Large. The Architectural Review Board will be responsible for enforcing all Covenants and Restrictions, but not limited to, listed in Paragraph 20, of this Declaration, and all Terms, Provisions, Conditions, and Restrictions listed in the Waterwood Plat Covenants.

Paragraph 15. Architectural Control.

Section (b) Purpose: Changed to Read as follows:

The Architectural Review Board, shall regulate the external design, appearance, use, location, and maintenance of the complete Tract, (Common Area and Home Lots,) and of improvements thereon in such manner as to preserve and enhance Home & Lot Values, and to maintain a harmonious relationship among structures and improvements.

Paragraph 15. Architectural Control.

Section (c) Conditions: Changed to Read as follows:

Along with Covenants and Restrictions, listed in Paragraph 20, of this Declaration, No improvements, alterations, excavations or changes in grade or other work which in any way alters any Lot, or the exterior of any Dwelling Unit, or other improvement thereon shall be made or done without the PRIOR WRITTEN APPROVAL of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, dwelling unit, or other structure shall be commenced, erected, maintained, improved, altered, made or done on any Lot, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE PLANS, by the Architectural Review Board.

Paragraph 15. Architectural Control.

Section (d) Procedures: Changed to Read as follows:

An application, must be submitted in writing, with all plans, drawings, and specifications and other items required in accordance with such rules as it may adopt, to the

Architectural Review Board. The Architectural Review Board, must approve, modify, or disapprove, in writing, within ten (10) days after receipt of an application. If no decision is received by the Homeowner, by the fifteenth (15) day, after filing an application, the Homeowner, may apply to the Corporate Board, for immediate action. A decision of the Architectural Review Board, may be appealed to the Board of Directors, which may reverse or modify any such decision by a majority vote.

Paragraph 16. Assessments.

Section (c) Regular Assessments: Changed to Read as follows:

The annual budget, as adopted by the Homeowners, shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year, as set forth in said budget, contain a proposed assessment, against each Lot equal to the Common Expenses multiplied by a percentage equal to one divided by the total number of Lots in the Tract. Immediately following the adoption of the annual budget, each Owner, will be given written notice of such assessment against his respective Lot, herein call the "Regular Assessment." The Regular Assessment, against each Lot will be assessed on an annual basis, and will be due and payable in the first month of the fiscal year written notification was sent.

(REMOVE SUB-PARAGRAPH I and II.)

(Continue Section (c):

The Regular Assessment for the current fiscal year, of the Corporation, shall become a lien on each separate Lot as of the first day of that year. Payment, after receiving written notice, will clear the Regular Assessment lien for that fiscal year. All Regular Assessments, past due three months or more will be subject to legal proceedings. Any Owner, with Regular Assessments past due sells, conveys, or transfers his Lot or any interest therein, shall not relieve or release such Owner, or his successor as Owner of such Lot from payment of the Regular Assessment for such Lot as finally determined, and such Owner and his successor Owner of such Lot shall be jointly and severally liable for all past due Regular Assessments as finally determined. Any statement of unpaid assessments furnished by the Corporation, pursuant to Paragraph 17 hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular

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Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations.

Paragraph 16. Assessments.

Section (e) Regular Assessments Prior to the Applicable Date:
Changed to Read as follows:

This section is deleted, as it applies to the developer only.

Section (f) to become Section (e).

Section (g) to become Section (f).

Paragraph 20. Covenants and Restrictions.

Section (d) Changed to read as follows:

No nuisance, as defined by the Board of Directors, be permitted on any lot. Refer also to the Plat Covenants, Paragraph 9.

Section (e) Changed to read as follows:

Excluding Holiday Decorations, which should be removed in a timely manner, after the Holiday, no Homeowner shall cause or permit anything to be hung or displayed on the outside of the windows of his Dwelling Unit or placed on the outside walls of any building, and no sign, awning, canopy, shutter, radio or television antenna, or satellite receiving dish larger than 24", or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any Dwelling Unit without the prior written consent of the Architectural Review Board. Any satellite receiving dish approved by the Architectural Review Board, must be mounted out of sight of the front of the Dwelling Unit. Refer also to the Plat Covenants, Paragraph 17.

Section (f) Changed to read as follows:

No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Dwelling Unit, on any Lot, or any of the Common Ground, except that pet dogs, cats, or customary household pets may be kept in a dwelling Unit, provided that such pet is not kept, bred, or maintained for any commercial purpose, and does not create a nuisance. All household pets otherwise permitted hereunder shall be kept on a leash when not within the confines of lot of the owner of such pet. Owners shall be responsibility to control their

pets so as not to allow them to run loose on any other Lot, or Common Ground. Animals found running loose will be referred to the local animal collection agency. Refer also to the Plat Covenants, Paragraph 20.

Section (g) Changed to read as follows:

All rubbish, trash or garbage will be stored in closed sanitary containers, or sealed plastic bags, shall be regularly removed from the premises, and shall not be allowed to accumulate. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No burning of any trash and no accumulation or storage of litter, new or used building material, or trash of any kind shall be permitted on any Lot.

Section (i) Changed to read as follows:

No structure of a temporary character, trailer, boat, camper, bus or tent shall be maintained on any Lot, or shall be any garage or other building, except a permanent residence, be used on any Lot at any time as a residence or sleeping quarters either temporarily or permanently. Homeowners' camping and children's play tents, while still considered temporary structures, may be set up in a Homeowners' back yard, out of sight of the front yard, and not visible from the street. All sports related equipment will be classified as a temporary structure or character and will be stored, after use, so as not to impede pedestrian traffic on any sidewalk, or vehicular traffic on any street.

Section (k) Changed to read as follows:

No unlicensed, unregistered automobiles, boats, campers, trailers of any kind, busses, mobile homes, recreational vehicles, trucks, larger than 3/4 Ton, motorcycles, minibikes, or mopeds shall be permitted, parked, or stored anywhere within the Tract, unless stored completely enclosed within a garage. No repair work shall be done, on the Tract, on any vehicles, including passenger automobiles, unless completely enclosed within a garage. Any unlicensed, unregistered vehicles found parked on the streets, within the Tract, will be towed away, to an impound lot, and all charges will be the responsibility of the owner.

Section (q) Changed to read as follows:

This section is deleted.

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In accordance with Paragraph 22, Section (VI), this Amendment shall be executed by the President and Secretary of the Corporation, and shall be registered in the Office of the Recorder of Hamilton County, Indiana.

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON

Before me, a Notary Public in and for said County and State, personally appeared Lawrence G. Corrigan, by me known and by me known to be the President of the Waterwood Homeowners' Association, who acknowledged the execution of the foregoing Amendments to the "Declaration of Covenants and Restrictions of the Waterwood of Carmel Property Ownership" on behalf of said Corporation.

Witness my hand and Notarial Seal this 1st day of December, 1998.

Barbara A. Sweitzer
Notary Public

BARBARA A. Sweitzer
Printed Signature

My Commission Expires: March 7, 2000.
My County of Residence: Hamilton.

