

**RESTATEMENT OF THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF TAMARRON
AS AMENDED AND EFFECTIVE _____, 2022**

THIS RESTATEMENT OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TAMARRON, AS AMENDED AND EFFECTIVE _____, 2022 (“Declaration”), is made on this ____ day of _____, 2022 by the **Tamarron Homeowners’ Association, Inc.** (“Declarant”), and shall be upon the recitals, terms and conditions contained herein.

RECITALS

WHEREAS, Declarant is the successor to Tamarron Limited Partnership, an Indiana limited partnership, and Thomas G. Bucci (collectively “Bucci”);

WHEREAS, Bucci developed certain real property in Monroe County, Indiana, commonly known as Tamarron which real property is legally described on **Exhibit A**, attached hereto and incorporated herein, consisting of approximately 92.98 acres (the "Real Estate");

WHEREAS, Bucci caused the original Declaration of Covenants, Conditions and Restrictions of Tamarron to be recorded as Instrument Number 214046 in Miscellaneous Book 216, Pages 19-57 on or about August 18, 1992 in the Office of the Recorder, Monroe County, Indiana;

WHEREAS, Bucci caused the First Amendment to Declaration of Covenants, Conditions and Restrictions of Tamarron to be recorded as Instrument Number 411086 in Miscellaneous Book 227, Pages 133-141 on or about July 8, 1994 in the Office of the Recorder, Monroe County, Indiana;

WHEREAS, Bucci caused the Second Amendment to Declaration of Covenants, Conditions and Restrictions of Tamarron to be recorded as Instrument Number 412340 in Miscellaneous Book 227, Pages 451-452 on or about July 29, 1994 in the Office of the Recorder, Monroe County, Indiana;

WHEREAS, Bucci caused the Third Amendment to Declaration of Covenants, Conditions and Restrictions of Tamarron to be recorded as Instrument Number 415232 in Miscellaneous Book 228, Pages 570-572 on or about September 16, 1994 in the Office of the Recorder, Monroe County, Indiana;

WHEREAS, Bucci caused the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Tamarron to be recorded as Instrument Number 504135 in Miscellaneous Book 231, Pages 695-698 on or about April 11, 1995 in the Office of the Recorder, Monroe County, Indiana;

WHEREAS, Bucci caused a second Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Tamarron to be recorded as Instrument Number 716576 in

Miscellaneous Book 248, Pages 416-418 on or about October 1, 1997 in the Office of the Recorder, Monroe County, Indiana;

WHEREAS, Bucci caused the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Tamarron to be recorded as Instrument Number 717914 in Miscellaneous Book 248, Pages 414-415 on or about October 23, 1997 in the Office of the Recorder, Monroe County, Indiana;

WHEREAS, Bucci caused the Sixth Amendment to Declaration of Covenants, Conditions and Restrictions of Tamarron to be recorded as Instrument Number 2003002948 on or about February 3, 2003 in the Office of the Recorder, Monroe County, Indiana;

WHEREAS, Bucci caused the Seventh Amendment to Declaration of Covenants, Conditions and Restrictions of Tamarron to be recorded as Instrument Number 2004002873 on or about February 13, 2004 in the Office of the Recorder, Monroe County, Indiana;

WHEREAS, Bucci caused the Eighth Amendment to Declaration of Covenants, Conditions and Restrictions of Tamarron to be recorded as Instrument Number 2004002971 on or about February 17, 2004 in the Office of the Recorder, Monroe County, Indiana;

WHEREAS, Declarant caused the Ninth Amendment to Declaration of Covenants, Conditions and Restrictions of Tamarron to be recorded as Instrument Number 2018016510 on or about December 11, 2018 in the Office of the Recorder, Monroe County, Indiana;

WHEREAS, Declarant desires to update and restate the original Declaration of Covenants, Conditions and Restrictions of Tamarron and the amendments thereto with this Declaration to continue to help preserve the character of Tamarron and to protect the property values within the Real Estate by continuing to restrict the Real Estate in accordance with a common plan designed to preserve the value and residential qualities of the Real Estate, for the benefit of its owners and future owners; and

WHEREAS, Declarant has the authority to amend the original Declaration of Covenants, Conditions and Restrictions of Tamarron and the amendments thereto by virtue of having the approval of not less than seventy-five percent (75%) of the Owners of the Real Estate as indicated by vote for that purpose wherein at least seventy-five percent (75%) of the Owners of the Real Estate voted to approve this Declaration as indicated pursuant to the Secretary's Certificate attached hereto as **Exhibit B** and incorporated herein;

NOW, THEREFORE, Declarant declares that the Real Estate shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants and restrictions contained in this Declaration expressly and exclusively for the use and benefit of the Real Estate and of each and every person or entity who now or in the future owns any portion or portions of the Real Estate.

TERMS AND CONDITIONS

SECTION 1: DEFINITIONS.

Section 1.1 Generally. The terms defined in this Section and used in this Declaration shall have the meanings identified in this Section.

Section 1.2 Association. "Association" means the Tamarron Homeowners' Association, Inc., its successors and assigns, an Indiana nonprofit corporation, which is the incorporated association of all Owners in the Tamarron community, more particularly described in Section 5 of this Declaration.

Section 1.3 Board of Directors. "Board of Directors" means the governing body of the Association elected by the Owners in accordance with the By-Laws, as amended.

Section 1.4 Building. "Building" means all structures erected on the Real Estate including Residences, garages, accessory buildings, outbuildings or covered and enclosed permanent structures of any kind.

Section 1.5 By-Laws. "By-Laws" means the By-Laws of the Association, as amended, generally providing for the administration and management of the Association.

Section 1.6 Common Area. "Common Area" means those portions of the Real Estate designated as Common Area on any Plat(s) or treated as such by the Association.

Section 1.7 Common Expenses. "Common Expenses" means the expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Area and other costs and expenses incurred by the Association for the common benefit of the Owners.

Section 1.8 Delinquency Date. "Delinquency Date" means the date which is twenty-five (25) days after the due date of any Regular or Special Assessments.

Section 1.9 Drainage Easements. "Drainage Easements" mean the easements labelled as Drainage Easements on the Plat(s) or otherwise created which have been created to provide paths and courses for area and local storm drainage, either over land or in adequate underground conduits to serve the needs of the Real Estate, the lands adjoining the Real Estate, and the public drainage system.

Section 1.10 Ingress-Egress Easements. "Ingress-Egress Easements" mean the easements labeled "I.E." on the Plat(s) which have been created to provide ingress and egress to, over, from and across the Real Estate.

Section 1.11 Limited Common Area. "Limited Common Area" means those parts of the Common Area serving exclusively a single Lot or adjoining Lots as an inseparable appurtenance thereto and designated as Limited Common Area on the Plat(s), except that all Limited Common Area is subject to (a) Easements for utilities, drainage and ingress and egress, and (b) Appurtenances to Buildings such as overhangs, driveways, sidewalks, decks, retaining walls, porches, patios, and similar attachments to Buildings which appurtenances shall be maintained and/or replaced at the expense of the Lot or Lots served by such appurtenances.

Section 1.12 Lot. "Lot" means one of the numbered lots as shown on a Plat or Plats of the Tamarron community.

Section 1.13 Mortgagee. "Mortgagee" means the holder of any first mortgage on any Lot or Residence and other improvements constructed on a Lot.

Section 1.14 Owner. "Owner" means a person, firm, corporation, company, partnership, association, trust or other legal entity or any combination thereof, which owns the record fee simple title to a Lot and any improvements thereon; provided, that persons or entities owning a single Lot as tenants in common, joint tenants, tenants by the entirety or any form of joint or divided ownership, shall be deemed one Owner for purposes of this Declaration and provided further that any person holding record fee simple title for purposes of security only shall be excluded.

Section 1.15 Plat(s). "Plat(s)" mean the master development plan(s) of Tamarron, incorporated herein by reference, and recorded in the Office of the Recorder of Monroe County, Indiana.

Section 1.16 Real Estate. "Real Estate" means the real estate described on Exhibit A, together with any additions thereto as provided in this Declaration.

Section 1.17 Residence. "Residence" means an attached or detached single or paired patio dwelling constructed upon a Lot.

Section 1.18 Sewer Easements. "Sewer Easements" mean the easements labelled as Sewer Easements on the Plat(s) which have been created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system for the City of Bloomington, Indiana for the purpose of installation and maintenance of sewers.

Section 1.19 Tamarron Heights. "Tamarron Heights" means section(s) of the Tamarron Community consisting of single-family Lots; Lots designated as "L" Lots on the Plat(s) or elsewhere generally refer to Tamarron Heights Lots.

Section 1.20 Tamarron Village. "Tamarron Village" means section(s) of the Tamarron Community consisting of paired patio Lots; Lots designated as "V" Lots on the Plat(s) or elsewhere generally refer to Tamarron Village Lots.

Section 1.21 Tamarron Vista. "Tamarron Vista" means section(s) of the Tamarron Community consisting of single-family Lots; Lots designated as "S" Lots on the Plat(s) or elsewhere generally refer to Vista Lots.

Section 1.22 Vehicle. "Vehicle" means motor homes, motor-powered transports, boats, trailers, campers, motorcycles, scooters, trucks, vans, tractors, tractor trailers, buses and automobiles.

SECTION 2: IN GENERAL.

Section 2.1 Name. The Real Estate shall be known and designated as "Tamarron," and shall consist of Tamarron Heights, comprising single-family Lots (generally designated and/or referred as "L" Lots), Tamarron Vista, comprising single-family Lots (generally designated and/or referred as "S" Lots); and Tamarron Village, comprising paired patio Lots (generally designated and/or referred as "V" Lots).

Section 2.2 Residential Development. The Tamarron residential development and each Residence constructed within the Real Estate shall be used by its Owners and occupants exclusively for residential purposes. No commercial building shall be erected, altered, placed

or permitted to remain on any portion of the Real Estate. No business activity or business shall be carried on or conducted from any Residence except for home occupations permitted under applicable zoning laws that do not generate anything other than minimal traffic in the Tamarron community, do not violate Section 6.24 of this Declaration and as approved by the Board. Leasing of a Residence for residential purposes, though generally not permitted per the terms and conditions of this Declaration, shall not, when and if permitted, be considered a business or business activity so long as any such lease meets the strict requirements of this Declaration, as amended.

Section 2.3 Governmental Restrictions. The Real Estate and all Lots and Residences constructed upon the Lots shall be subject to the zoning ordinances and regulations of the applicable governmental authorities, all of which are incorporated herein by this reference.

Section 2.4 Effect on Owners. The Owners of any Lot subject to this Declaration, by acceptance of any deed conveying title thereto, or in the execution of any contract for the purchase thereof, shall accept such deed and execute such contract subject to each and every restriction, term and/or condition herein contained. By acceptance of any such deed or execution of any such contract, the Owner acknowledges the rights and powers of Declarant and/or its duly organized and appointed committees with respect to these restrictions and this Declaration, and also, for themselves, their heirs, personal representatives, successors and assigns. Further, such Owners, covenant and agree and consent to and with Declarant and to and with the other Owners and subsequent Owners of each of the Lots affected by these restrictions to keep, observe, comply with and perform such restrictions terms and/or conditions herein contained.

SECTION 3: PHYSICAL CHARACTERISTICS OF THE DEVELOPMENT.

Section 3.1 Common Area. Any Common Area owned, controlled or operated by the Association shall be held for the use and enjoyment of the Owners, all of whom shall have the right and easement of enjoyment in and to said Common Area, which right shall pass with title to every Lot, subject to the provisions of this Declaration, including, but not limited, the provisions contained in this Section.

Section 3.1.1 Transfer. The Association shall have the right, upon approval by a written instrument signed by two-thirds (2/3) of all Owners, 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 by the Association.

Section 3.1.2 Rules. The Association, through its Board, may promulgate, adopt, amend and/or terminate such rules and regulations regarding the operation and the use of the Common Areas, as the Board may deem necessary, from time to time, by a majority vote of the Board. The Board shall cause copies of such rules, as amended or adopted, to be promptly delivered or mailed to the Owners (by U.S. Mail or electronically).

Section 3.1.3 Maintenance. The expenses relating to the maintenance of the Common Area are to be included within the Association budget.

Section 3.1.4 Delegation. An Owner may delegate, in accordance with the provisions of this Declaration and the rules or regulations adopted by the Association, through its Board, the Owner's right of enjoyment and use of the Common Area and facilities to members of the Owner's family, the Owner's tenants (so long as the Lease for such tenants is in compliance with the terms and conditions of this Declaration) or contract purchasers who reside within the Residence located on said Owner's Lot.

Section 3.1.5 Easement. If by reason of inexactness of construction, settling after construction and/or for any other reason, improvements on any Common Area encroaches upon any Lot, an easement shall be deemed to exist and run in favor of the Association for the maintenance, use and enjoyment of such Common Area.

Section 3.2 Maintenance of Common Area. The Association shall maintain, repair and replace all of the Common Area, including, but not limited to the entry way, Tamarron signs, landscaping and any other improvements on the Common Area in the manner deemed necessary and appropriate by the Board in its sole discretion, and shall provide such other services as the Board shall determine appropriate.

Section 3.3 Maintenance of Limited Common Area. Limited Common Area(s) shall be maintained, repaired and/or replaced at the expense of the Lot or Lots served by such Limited Common Area and its appurtenances. Notwithstanding the foregoing, with respect to Vista Lots and Village Lots, the Association shall provide and pay for lawn care, irrigation and certain snow removal (from driveways servicing said Lots, from sidewalks leading from the driveway to the front door of said Lots and from the front sidewalks (those running along the roadways) in front of said Lots) all in a manner and frequency as determined by the Board of Directors from time to time.

Section 3.4 Easements. Perpetual and non-exclusive Drainage Easements, Sewer Easements and Utility Easements for the purpose of the installation, maintenance, repair and replacement of all sewer, water, storm water, power lines and telephone lines, internet services, pipes, mains, conduits, transformers or cable/satellite television facilities are reserved as shown on the Plat(s). Ingress-Egress Easements are also reserved as shown on the Plat(s). Within these easements, no structure or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage or which may obstruct or hinder the flow of drainage. Plants, trees and other vegetation are allowed in these easements subject to these restrictions and any other restrictions on landscaping contained in this Declaration, including Section 4.17 of this Declaration which requires the prior written approval of the Board.

Section 3.5 Streets. Unless accepted by the City of Bloomington, all streets shall be considered to be Common Areas. Following acceptance by the City of Bloomington of streets such as Keystone Court and Tamarron Drive, the Association will not have any further responsibility for maintenance, repair or replacement of the street except as required in applicable law.

Section 3.6 Underground Utilities. All utilities, including but not limited to water, gas, electric, sewer, internet and cable television shall be installed underground unless otherwise allowed by Section 4.13 of this Declaration.

SECTION 4: CONSTRUCTION AND/OR REMODEL PROVISIONS.

Section 4.1 One Residence. Only one Residence shall be constructed on any Lot.

Section 4.2 Minimum Residence Size. Each Residence in Tamarron shall contain at least three (3) bedrooms and two (2) full bathrooms and be subject to the minimum sizes indicated in this Section.

4.2.1 One-Story Residences. One-story Residences shall have a finished ground floor area of not less than 1,500 square feet above finished grade.

4.2.2 Two-Story Residences. Two-story Residences shall have a finished ground floor area of not less than 1,000 square feet above finished grade and a total finished area of not less than 1,700 square feet above finished grade.

4.2.3 Determination of Ground Floor Area. For purposes of this Section 4.2, ground floor area shall be determined from the area of the Residence measured from the outside of the building foundation exclusive of open porches, breezeways, garages, chimneys and eaves.

4.2.4 Waiver. The provisions of this Section 4.2 may be waived or modified by the Board following application requesting such waiver or modification in writing by any Lot Owner. No waiver will be valid unless and until it is executed by the Board or its authorized representative and recorded in the Office of the Recorder of Monroe County, Indiana.

Section 4.3 Maximum Height. No single-family Residence constructed in Tamarron after the date of this Declaration, exclusive of chimney, shall exceed twenty-five feet (25') in height measured from the lowest finished grade level at the front of the Residence's foundation visible from any street to the underside of the eave line of the roof unless authorized in writing by the Board of Directors of Tamarron.

Section 4.4 Construction of Sewage Lines. All sanitary sewage lines on or within any Lot shall be designed, constructed and maintained in accordance with the provisions and requirements of the City of Bloomington, Indiana.

Section 4.5 Setback. No Residence, Building or other permanent structure shall be located on any Lot nearer to the boundaries of the Lot than the minimum setback lines as shown on the Plat(s) or the setback restrictions in effect at the time of construction as established by the City of Bloomington, Indiana, if any, whichever is more restrictive. For the purposes of this covenant (as indicated in this Section 4.5), eaves, steps and open porches shall not be considered as part of a Residence; provided, however, that this provision shall not be construed to permit any portion of a Residence on a Lot to encroach upon any other Lot in Tamarron.

Section 4.6 Prohibited Building Styles. Modular construction or modular homes will not be permitted upon any Lot in the Tamarron Real Estate. Any Residence built in Tamarron after the effective date of this Declaration shall require the prior written approval, by the Board, of the plans for any such Residence.

Section 4.7 Minimum Exterior Brick Requirements. The finished front exterior of every Tamarron Residence shall have a minimum of three hundred (300) square feet of brick or other masonry material that may be approved in writing by the Board. All fireplaces must have a brick exterior unless a different material is approved in writing by the Board.

Section 4.8 Solar Devices. Subject to the prior written approval of the Board of Directors of Tamarron, certain solar devices designed for energy and/or heat collection/storage may be allowed upon or around a Building, Lot or Residence in Tamarron. Any request for approval must include a detailed design plan and such other information as may be required by the Board of Directors of Tamarron. This Section 4.8 shall not prohibit the use of "passive" solar energy or geothermal loop systems which are buried in the ground.

Section 4.9 Antennas, Towers and Satellite Dishes. No television, radio, shortwave or other antenna, pole or tower shall be placed, constructed or maintained upon the Real Estate or a Residence (including, but not limited to, upon the roof or exterior walls of any residential unit or building containing one or more residential units), unless: (a) Where such antenna, pole or tower is installed upon the roof of a residential unit or building containing one or more residential units such antenna, pole or tower is fully screened and concealed from view from adjacent properties by a parapet wall which conforms architecturally with the structure of such residential unit or building, or (b) In all other cases, such antenna, pole or tower is fully and attractively screened or concealed from view from adjacent properties, which means of screening or concealment shall (in either case) be subject to the regulations and approval of the Board. No satellite "dish" shall be permitted without prior written approval of the Board unless such satellite "dish" is otherwise permissible pursuant to applicable federal or state law regardless of Board approval. No more than one (1) such permissible satellite "dish" shall be permitted per Lot. When a satellite "dish" is permitted the location of such satellite "dish" shall be subject to the written approval of the Board. Notwithstanding the foregoing, the Board may install (or permit to be installed) upon the common area a television and/or radio "dish type" antenna designed and intended to serve all Owners (or residents) interested in such service.

Section 4.10 Garbage Disposals, Sanitary Sewers and Water. All Residences shall be equipped with a mechanical device for the grinding and disposal of garbage and food waste in the kitchen(s) which shall discharge to the sewer drain. All sewage disposal shall be connected with the sanitary sewer system of the City of Bloomington, Indiana. No septic tanks, holding tanks or cesspools shall be constructed or permitted to remain anywhere within the Real Estate. No private or semi-private water supply system may be located anywhere within the Real Estate. Each Owner shall connect to domestic water service provided by a public or private utility company and shall pay all connection availability or other charges lawfully established with respect to such connection.

Section 4.11 Fences, Mailboxes and Other Structures. Fencing, mailboxes and other structures shall be governed by the provisions of this Section 4.11 as follows:

4.11.1 Fences. Any fence erected, placed or constructed upon any portion of the Real Estate must first be approved in writing by the Board and shall then be constructed with wood or masonry materials. No chain-link fences, farm fences, continuous or 'stockade-type' fencing shall be permitted within the Real Estate. No fence will be higher than six feet (6') feet. No fencing will extend forward of the furthest front corner of the Residence. Fencing style and color will be consistent with the development as determined by the Board from time to time. No outdoor pet

enclosures of any kind except for "invisible fencing" (underground, electronic or otherwise) shall be permitted without prior written approval of the Board. In specific instances, upon the written prior approval by the Board, sections of privacy fencing, in combination with landscaping or other Board approved screening methods, may be allowed. No fencing of any type shall be allowed in any area in Tamarron designated as Common Area or Limited Common Area.

4.11.2 Mailboxes. Mailboxes shall be owned by the Association and shall be placed and constructed in accordance with the requirements of the local office of the U.S. Post Office.

4.11.3 Other Structures. In order to help preserve the natural quality and aesthetic appearance of the Tamarron Real Estate, any fence, flagpole, basketball goal or similar permanent installed structure must be approved in writing by the Board as to size, location, height and composition before it may be installed.

Section 4.12 Light Fixtures. Each Residence in Tamarron shall have at least one working and functioning exterior wall bracket light fixture adjacent to the main entry door to each such Residence. Each Residence in Tamarron Heights and Tamarron Vista shall also have at least one working and functioning post light adjacent to the driveway-sidewalk intersection.

Section 4.13 General Exterior Construction Rules. The following requirements shall be applicable unless the Board shall decide or approve otherwise: (i) All utility facilities in Tamarron will be underground, except where required to be placed aboveground by the individual utility supplier; (ii) Whenever possible, all utility meters and HVAC units in the Real Estate will be located in places unseen or screened from the front of the Residences; (iii) No outside fuel storage tanks will be permitted above or below ground in the Real Estate; (iv) All windows in the Real Estate will be factory or on-the-job painted; no raw aluminum windows will be permitted; (v) All gutters and downspouts in the Real Estate will be factory or on-the-job painted; (vi) All roof pitches of Residences will be six to twelve (6:12) or greater and there shall be at least one (1) gable end on the front building elevation of each Residence; (vii) No metal, fiberglass or similar type material awnings or patio covers will be permitted in the Real Estate; (viii) No above-ground swimming pools will be permitted anywhere within the Real Estate.

Section 4.14 Submission of Documents. No Residence, Building or other permanent structure shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Board as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. Approval or disapproval as required in these covenants by the Board shall be in writing. In the event the Board fails to approve or disapprove any plans and specifications within thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Should the Board request addition information related to any proposed construction as referenced herein, the thirty (30) day time period shall renew and the Board shall have thirty (30) days to approve or disapprove such plans beginning on the date such additional information is submitted to the Board.

Section 4.15 Responsibilities During Construction, Repair and/or Remodel in Tamarron. Construction, repair and/or remodel shall be completed per the terms and conditions of all applicable building codes and subject to the terms and conditions contained in this Section and elsewhere in this Declaration.

4.15.1 Damage to Curbs or Sidewalks. Should any curb or sidewalk be damaged during any construction, repair and/or remodel the Owner(s) responsible for causing such damage shall be responsible for the costs of repairing such damage.

4.15.2 Vehicles, Shacks and Outhouses. No construction vehicles, shacks or outhouses shall be erected or situated on any Lot herein, except for use by a Builder during the construction or remodel of a proper structure, which Builder's temporary construction structure shall be promptly removed upon completion of the proper structure.

4.15.3 Maintenance. During the construction or remodel period, the Lot shall be maintained in a clean and orderly manner at all times. All loose shingles, lumber, bricks, block, drywall, insulation or other building materials which can blow or migrate onto adjacent Lots shall not be left lying around. Construction trash shall be contained on the subject Lot in a dumpster.

4.15.4 Erosion Control, Dirt, Mud or Debris. The Lot Owner responsible for the construction, repair and/or remodel shall install and maintain appropriate erosion control measures pursuant to all applicable erosion control and/or building codes. The Lot Owner shall be responsible for removal of dirt, mud, or debris or other foreign material of any kind which may be deposited upon the road, easements or other Lots from construction on the Lot. If such deposits occur, then the Lot Owner shall make provisions to remove such deposits within one (1) day or the Board may remove such deposits on account of and at the expense of the subject Lot Owner.

4.15.6 Utilities. All utility services including, but not limited to water, power, sanitary sewers, internet, telephone or cable, to the lot shall be maintained as shown on the plat and said service shall not undermine the curbs or alter the subsurface or surface drainage system.

Section 4.16 Drainage. No Lot Owner shall cause or permit any modification to drainage, from the original Plat(s), unless approved in writing by the Board. In the event storm water drainage from any such Lot or Lots flows across another Lot, provisions shall be made by the Owner of any such Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course, even if no specific drainage easement for such flow of water is provided on the Plat(s). To the extent not maintained by the Association, "Drainage Easements" reserved as drainage swales shall be maintained by the Owner(s) of the Lot(s) upon which such easements are located such that water from any adjacent Lot shall have adequate drainage along such swale. The elevation of a Lot shall not be changed so as to affect materially the surface elevation or grade of surrounding Lots. Perimeter foundation drains, sump pump drains and downspouts shall not be outletted into streets or street rights-of-way. These drains shall be connected whenever feasible into a subsurface drainage tile. Each Owner shall maintain the subsurface drains and tiles located on that Owner's Lot and shall be liable for the cost of all repairs thereto or replacements thereof.

Section 4.16.1 Tamarron Vista and Tamarron Heights Lots. Lot Owners within Tamarron Vista and Tamarron Heights shall, at their cost and expense, be responsible for the upkeep, maintenance and repair of downspouts, runoff and drainage erosion on their respective Lot.

Section 4.17 Landscaping. All landscaping within Tamarron shall comply with the City of Bloomington municipal code and be completed and maintained in an aesthetically attractive manner. No landscaping shall be permitted on Common Area except with the prior written approval of the Board.

SECTION 5: MEMBERSHIP IN THE ASSOCIATION.

Section 5.1 The Organization. The Association is a nonprofit corporation incorporated and existing under the laws of the State of Indiana. The Association's affairs and authority shall be governed and determined by the terms and conditions contained in this Declaration, the Association's By-Laws and any rules and regulations related thereto, all as amended from time to time (sometimes referred to herein as the "Governing Documents").

Section 5.2 Membership. Each Owner of a Lot in Tamarron shall be a Member of the Association. Membership in the Association is limited only to such Lot Owners.

Section 5.3 Appurtenant to Ownership. Association membership is appurtenant to and may not be separated from the ownership of a Lot. Membership shall terminate upon termination of Lot ownership. Ownership of a Lot shall be the sole qualification for Association membership. Membership shall not be transferred, pledged or alienated in any way except upon transfer of title to the Owner's Lot (and then only to the transferee of title to such Lot). Any attempt to make a prohibited transfer is void. The rights, duties, privileges and obligations of all Members shall be provided in the Governing Documents of the Association.

Section 5.4 Membership Voting. Each Lot shall be entitled to one (1) vote for voting matters, regardless of whether any such Lot is owned by more than a single Owner. The vote for jointly and/or co-owned Lots shall be cast as a majority of such co-owners of the Lot shall determine and any vote cast by a single Owner shall be deemed the authorized vote for that Lot. If the majority of co-owners present in person or by proxy at a meeting cannot agree as to how to cast the vote for their Lot, no vote shall be cast for that Lot. The power to cast a particular Owner's vote may be exercised by (i) The Owners's conservator; (ii) The guardian of the Owner's estate; (iii) The parent(s) entitled to custody of an Owner if the Owner is a minor; or (iv) The executor or administrator of a deceased Owner's estate if the Owner's interest in the Lot is subject to administration in said Owner's estate.

SECTION 6: RESTRICTIONS ON THE USE OF THE REAL ESTATE.

Section 6.1 Residential Use and General Statement. All Lots shall be used exclusively for residential purposes. In order to help preserve the character of Tamarron and to help protect the property values therein, and without intending to limit the generality of the foregoing provisions, the additional protective covenants and restrictions contained herein are imposed as a common scheme upon the Real Estate and shall be applicable to each Lot and to each Residence constructed and maintained upon a Lot within the Real Estate.

Section 6.2 Parking. No Vehicle which exceeds twenty-two feet (22') in length, nor any inoperable or unlicensed Vehicles of any length, shall be parked for storage overnight or longer in such a manner as to be visible to occupants of the Real Estate or the users of any public street within Tamarron. All commercial Vehicles, other than first responder vehicles less than twenty-two feet (22'), must be parked overnight within an enclosed garage.

Section 6.3 Temporary Structures. There shall be no temporary living quarters constructed within the Real Estate. No trailer, basement, tent, shack, detached garage, barn, shed or other outbuilding shall be erected on any Lot without prior written approval of the Board, and no such structure, if approved, shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a Residence.

Section 6.4 Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot with the exception of non-nuisance dogs, cats or other usual and common household pets in reasonable number. No pets shall be kept, bred or maintained for any commercial purpose. An Owner shall be fully liable for any damage to Buildings owned by others or the Common Areas caused by said owner's pet(s). The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Pets (including cats), whenever outside the interior of a Residence, shall be controlled by a leash and not allowed to roam freely when outside of the interior of a Residence. Pets shall not be left outside the interior of a Residence, even in a properly fenced yard pursuant to Section 4.11.1 herein, without Owner supervision (so as to help alleviate nuisance behavior such as escape, barking, predation, aggressive displays, etc.). Each Owner shall be responsible for the prompt removal of said Owner's pet waste from Common Areas and Limited Common Areas. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Real Estate upon three (3) days written notice from the Board to the respective Owner.

Section 6.5 Nuisance. It shall be the responsibility of each Owner of a Residence to prevent the development or existence of any unclean, unhealthy, unsightly, or un-kept condition of the Owner's Residence. No Residence shall be used, in whole or in part, for the storage of any property or thing that will cause such Residence to appear to be in an unclean or untidy condition or that will be visually obnoxious. No substance, thing or material shall be kept in or about any Residence that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants or guests of any surrounding Residence. No noxious or offensive activity shall be carried on in or around any Residence or Lot. No activity, behavior or conduct shall be permitted should it tend to cause embarrassment, discomfort, annoyance or nuisance to any other Owner, guest or person in Tamarron. There shall not be maintained on or about any Lot or Residence any plants, animals, device or thing of any sort that might in any way be noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the use or enjoyment of the Real Estate. Yard incinerators for the disposal or burning of trash shall not be permitted anywhere within the Real Estate. Composting devices shall be maintained in a manner so as to prevent foul odors and/or attract rodents or vermin. The recreational use of firearms or hunting weapons of any kind shall not be permitted anywhere within Tamarron.

Section 6.6 Garbage Cans, Trash Receptacles, Woodpiles, Etc. All garbage cans, trash receptacles, woodpiles and other similar items shall be located or screened so as to be concealed from view from any neighboring Residence, streets and other Residences located

adjacent to the Residence except for times when refuse collection is to occur. All screens and/or screening materials shall be first approved in writing by the Board. Firewood stored outside shall be kept neat and in an unobtrusive manner (the Board has the authority to determine and direct the location of any firewood stored outside). All rubbish, trash, and garbage shall be regularly removed from each Residence and shall not be allowed to accumulate thereon.

Section 6.7 Signs. No sign of any kind, including any "For Sale" sign, shall be nailed to any tree or attached to any street sign within the Real Estate. No sign of any kind shall be displayed to the public view upon any Lot or otherwise within the Real Estate except (i) One family name sign of not more than 144 square inches in area; (ii) A sign limited in size to approximately 20 inches by 30 inches containing the words "For Sale" and such other information typically associated with such "For Sale" signs when a Lot and/or Residence is being offered for sale; (iii) One (1) industry-standard sized security-provider sign per Residence; (iv) Tamarron community information signs; and (v) Political signs advocating the election or defeat of one (1) or more candidates for nomination or election to a public office, political signs in support of or opposition to a political party, a political party's candidates and/or the approval or disapproval of a public question (such political signs are permissible beginning thirty (30) days before and ending five (5) days after the date of the election to which the subject signs relate unless otherwise governed by applicable law).

Section 6.8 Subdivision of a Lot. There shall be no subdivision of any Lot within the Real Estate nor any sale thereof in parcels except that a portion of a Lot may be sold to an adjoining Lot if no new Lot is created and if the transferor obtains the prior written approval of the Board. The setback requirements set out in Section 4.5 cannot be waived.

Section 6.9 Drilling and Exploration. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or within the Real Estate, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 6.10 Ditches and Swales. It shall be the duty of every Owner of every Lot in Tamarron on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon said Owner's Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary to accomplish the purposes of this subsection. All Tamarron Heights and Tamarron Vista Lot Owners, if necessary, shall maintain dry culverts between the road rights-of-way and their Lots in conformity with specifications and recommendations of the Board.

Section 6.11 Line of Sight. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above any street, public or private, shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street boundaries and a line connecting them at points twenty feet (20') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 6.12 Damaged Structures. No Residence or other structure which has been partially or totally destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

Section 6.13 Clotheslines. Outdoor clotheslines are prohibited in Tamarron.

Section 6.14 Playground Equipment. All outdoor playground equipment must be approved for placement and aesthetics by the Board prior to installation. The color, size and location of playground equipment may be factors in determining if the playground equipment is approved.

Section 6.15 Outside Burning. No trash, leaves or other materials shall be burned outside upon a Lot in Tamarron. Burning associated with food preparation is permissible so long as it is done in a safe manner and consistent with applicable municipal code.

Section 6.16 Electric Bug Killers. Electric bug killers, "zappers" and other similar devices shall not be installed at a location or locations which will result in the operation thereof becoming a nuisance or annoyance to other Owners and shall only be operated in conjunction with outside activities and not continuously.

Section 6.17 Maintenance of Lots and Improvements. All Lots in Tamarron shall be maintained in a manner consistent with this Section.

6.17.1 Tamarron Heights and Tamarron Vista. The Owner of any Lot in Tamarron Heights and Tamarron Vista shall at all times maintain the Lot and any Residence, Building or other structure situated thereon in such manner as to prevent the Lot, Residence, Building or other structure from becoming unsightly. The Lot Owner shall keep the exterior of the Residence, Buildings and other structures in such a state of repair or maintenance as to void their becoming unsightly.

6.17.2 Tamarron Village. All Lots in Tamarron Village shall be maintained in a manner consistent with this Section.

6.17.2.1 Tamarron Village Maintenance. Each Owner of a Lot in Tamarron Village shall, at said Owner's expense, be responsible for the maintenance, repairs, decoration and replacement within said Owner's Residence except as may otherwise be provided herein. All fixtures and equipment installed within the Residence commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Residence shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair in said Owner's Residence, which if neglected, might adversely affect any Residence, Common Area, Limited Common Area or the value of the Real Estate. Such maintenance and repairs shall include, but are not limited to, such maintenance and repairs as internal water lines, plumbing, electric lines, gas lines, appliances, doors, windows, lamps and all other accessories belonging to the Owner and appurtenant to the Residence. Maintenance, repairs, replacements and upkeep of the Common Area and Limited Common Area shall be furnished by the Association, as a part of the Common Expense.

6.17.2.2 Association Maintenance. In addition to the maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot and Residence in Tamarron Village for the following: paint, repair, replacement and care of all exterior doors, roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements excluding, however, any glass surfaces, screens, window fixtures and other hardware, which shall be the sole responsibility of the Owner. The Association shall also maintain any trees, shrubs, grass or walks which the Association or Declarant originally planted or installed upon any Lot (any trees, shrubs or landscaping done or caused by an Owner upon the Owner's Lot shall be maintained by the Owner). In the event that an Owner causes any such work, as referenced in this Section, to be completed, said Owner shall indemnify and hold the Association harmless from to cost and/or consequence (liability, personal injury, property damage, death, etc.) of any such Owner causing or performing such work (Owners shall not be entitled to reimbursement for the cost of any such work caused or performed by Owner).

6.17.2.3 Screened Porch or Patio. Screened-in porches or patios that were part of the original construction process of any Residence located on the ground floor or any other floor shall be included in the periodically scheduled exterior maintenance service of Tamarron Village (those screened-in porches or patios added after the original construction process shall not be included). 'Exterior building surfaces' shall include both the interior and exterior walls of said screened-in porches or patios. The entire screened-in porch or patio, for the purpose of this declaration, shall be deemed to be appurtenant to, and therefore, exterior to the dwelling.

6.17.2.4 Owner Negligence. In the event the need for maintenance and repair results from the willful or negligent act or omission of the Owner, the Owner's family, guests, or invitees, and is not covered or paid for by insurance on such Lot, the cost of such maintenance or repair shall be borne by the Owner, and shall be added to and become a part of the assessment to which his Lot is subject and be subject to the same method of collection as the Regular Assessment.

6.17.2.5 Right of Inspection. The Board of Directors, or their designated agents, shall have the right at reasonable times, and upon reasonable prior notice (except in cases of emergency in which case no notice will be required) to enter into each individual Lot for purposes of inspection of the Common Area appurtenant thereto, and replacement, repair, and maintenance of the same.

6.17.2.6 Alterations. Without the prior written approval of the Board of Directors, no Owner may make any alterations, additions, improvements, repairs, change of colors, excavation, changes in grade or other work which in any way alters the exterior of any Lot or home located thereon from its natural or improved state existing on the date such Lot was first conveyed to the Owner except as otherwise expressly provided in this Declaration.

Section 6.18 Common Areas and Limited Common Areas Aesthetic Responsibility. The Owner of any Lot shall at all times refrain from creating any condition that reasonably tends to detract from or diminish the aesthetic appearance of the Tamarron Common Areas and Limited Common Areas.

Section 6.19 Maintenance of Tamarron Lots. Unless otherwise arranged and handled by the Association as the Board may determine, from time to time, the Owner of any Lot in Tamarron shall regularly (i) Mow the Lot at such times as may reasonably be required in order to prevent the unsightly growth of vegetation and weeds and exercise good husbandry with respect to all landscaping located thereon; (ii) Remove all debris or rubbish from the Lot; (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the overall aesthetic appearance of Tamarron; (iv) Maintain the tree plot and landscaping between the sidewalk and any public street adjacent to the Owner's Lot; and (v) Maintain the landscaping and tree plot, if any, between the Owner's Lot and the curb of any public street adjacent to the Owner's Lot.

Section 6.20 Garage Sales. No garage sales shall be generally permitted in Tamarron except neighborhood garage sales to be held a maximum of two times per calendar year as determined and coordinated by the Board. An Owner may, however, petition the Board for written approval of an individual garage sale and the Board may, in its sole discretion, determine whether the petitioning Owner's circumstances justify an exception to this general prohibition.

Section 6.21 Leasing and Hosting. Tamarron was developed and is maintained as an owner-occupied neighborhood. No Owner of any Lot and/or Residence shall enter into any agreement to lease their Lot and/or Residence to any person or entity, to permit their Lot and/or Residence to be leased to any person or entity, or allow their Lot and/or Residence to be used to host guests or patrons for a single day, a weekend, a week or other such short-term periods, in exchange for consideration. The Board may, on a case by case basis, allow certain exceptions permitting leasing in hardship situations as the Board, in its sole discretion, may decide. Applications for exceptions shall be in writing and shall be submitted to the Board of Directors no less than sixty (60) days prior to the beginning date of the proposed lease. The primary purpose of this restriction is to keep Tamarron as an owner-occupied neighborhood, and no exceptions will be granted except for good and special cause shown, as determined by the Board from time to time.

6.22 Insurable Interest Impact. Nothing shall be done on or kept in or around any Lot or in the Common Areas which might, could or will cause an increase in the rate of insurance on any Building or the contents thereof in Tamarron. No Owner shall permit anything to be done or kept in or around their Lot or in the Common Areas which might, could or will result in a cancellation of insurance on any Building or contents thereof in Tamarron, or which is in violation of any law or ordinance.

6.23 Waste. No waste shall be committed upon or around any Lot or Common Areas.

6.24 Business Activity. No business activity, business, industry, trade, or any commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on or about any Lot, the Common Areas or the Real Estate except for home occupations permitted under applicable zoning laws that

do not generate anything other than minimal traffic in the Tamarron community and as approved by the Board.

6.25 Right of Board to Adopt Rules and Regulations. The Board may promulgate such additional rules and regulations regarding the operation of the Real Estate, including but not limited to the use of the Common Areas, as it may deem necessary from time to time and such rules as are adopted may be amended by a vote of a majority of the Board. The Board shall cause copies of such rules, as amended or adopted, to be promptly delivered or mailed (by U.S. Mail or electronically).

6.26 Rules and Regulations of Common Areas. All Owners and members of their families, their guests, or invitees, and all occupants of any Lot or other persons entitled to use the same and to use and enjoy the Common Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Areas.

6.27 Common Area Plantings. No Owner shall be allowed to plant trees, perform landscape or do any gardening in any of the Common Areas, except with express written permission from the Board.

6.28 Right of Entry. An Owner or occupant of a Lot shall grant the right of entry to a person authorized by the Board in case of any emergency originating in or threatening their Lot, Building or Residence whether the Owner is present at the time of such emergency or not. Further, Owners shall permit other persons, or their representatives when so required to fulfill an Association obligation, to enter upon their Lot for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, or to make structural repairs, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner. In case of emergencies, such right to entry shall be immediate.

6.29 Additional Buildings. Other than one residential building per Lot no additional buildings shall be erected or located on any part of the Real Estate other than the buildings designated in the Declaration, as shown on the recorded plat(s) or as may be allowed and permitted, from time to time, by the Board of Directors.

SECTION 7: ENFORCEMENT.

Section 7.1 General. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating and maintaining a uniform plan for the development and ongoing operation of Tamarron.

Section 7.2 Enforcement Procedure. In the event that any Owner fails to fully observe and perform the obligations set forth in this Declaration, and in the further event that such failure is not cured within thirty (30) days after written notice of the same is given by the Board of Directors (unless a shorter cure period is provided elsewhere in this Declaration for specific obligations), the Board of Directors shall have the right to commence judicial proceedings to abate or enjoin such failure, and to take such further action as may be allowed at law or in equity to correct such failure after commencement of such proceedings. In the event that such failure causes or threatens to cause immediate and substantial harm to any property outside of such defaulting Owner's Lot or to any person, the Board of Directors shall have the right to enter upon such Lot for the purpose of correcting such failure and any harm

or damage caused thereby, without any liability whatsoever on the part of the Board of Directors.

Section 7.3 Owner Rights. Subject to the notice provisions and cure period specified in Section 7.2 of this Declaration, if the Board does not take enforcement action after receiving notice, then any Owner is entitled, at the Owner's expense, to pursue any available legal remedy to enforce this Declaration.

Section 7.4 No Waiver. The failure or forbearance by the Board of Directors or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.5 Injunctive Relief. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the covenants or restrictions contained in this Declaration cannot be adequately remedied by an action at law and that injunctive relief is appropriate.

Section 7.6 Reimbursement of Costs and Attorney Fees. All costs incurred by the Board of Directors in connection with (i) Any act or proceeding undertaken to abate, enjoin or correct such failure per the Declaration or the By-Laws, including attorney's fees, or (ii) Any act or proceeding undertaken to resolve an Owner's misconduct as described in this Declaration and/or the By-Laws, including attorney fees, shall be payable by the defaulting Owner upon demand by the Board of Directors, and shall immediately become a lien against said Owner's Lot. No lien under this section shall, however, be superior to (i) A lien, encumbrance or secured interest recorded before the recordation of a lien under this section; or (ii) A lien for real estate taxes and other governmental assessments or charges against the Lot.

Section 7.7 Remedies Cumulative. The rights of the Owners and the Board of Directors under this section shall be in addition to all other enforcement rights hereunder or at law or in equity.

SECTION 8: ASSESSMENT AND COLLECTION OF COMMON EXPENSES.

Section 8.1 Payment of Regular Assessments. Regular Assessments for each fiscal year shall be established when the Association approves the budget for that fiscal year by a majority vote of those Owners present at the annual meeting. Regular Assessments shall be levied on a fiscal year basis. There may be three (3) levels of Regular Assessments based on the differences in services provided by the Association on behalf of the applicable Lots (as between Heights Lots, Village Lots and/or Vista Lots). There shall also be reserves for Common Area and Limited Common Area expenses as determined by the Board from time to time.

Section 8.2 Manner of Payment. Unless otherwise specified by the Board, Regular Assessments shall be due and payable in monthly installments by each Lot Owner on the first day of each month during the term of this Declaration. Regular Assessments shall commence as to each Lot subject to Section 8.4 herein, no later than the first day of the first month following the month in which the Lot is conveyed to an Owner.

Section 8.3 Budget Reporting. Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make

available to each Member a pro forma operating statement (budget) containing: (i) Estimated revenue and expenses on an accrual basis including the three (3) levels of assessments referenced in Section 8.1 herein; (ii) The amount of the total cash reserves of the Association currently available for replacement or major repair of Common Area and for contingencies; and (iii) A general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Common Area.

Section 8.4 Budgeting. The total amount of expenses common and chargeable to Owners of improved lots in Tamarron shall be charged against such Lots in Tamarron as Regular Assessments, consistent with the provisions of this Section Eight (8), with each Lot being responsible for a pro-rata share of the total amount of Regular Assessments. The total of Common Expenses unique to improved Lots in Tamarron Vista and/or Tamarron Village shall be charged against such Lots in a pro-rata manner. Each year the Board shall prepare and approve the budget and distribute a copy thereof to each Member, together with written notice to each Owner of the amount of the Regular Assessment to be levied against each improved Lot Owner's Lot, not less than fourteen (14) days prior to the annual meeting. The Regular Assessments shall not increase in any fiscal year by more than ten percent (10%) from the immediately preceding fiscal year unless an increase of more than ten percent (10%) is authorized by a majority vote of those Owners in attendance (in person and/or electronically) at the annual meeting.

Section 8.5 Non-Waiver of Assessments. If before the expiration of any fiscal year the Association fails to fix Regular Assessments for the next fiscal year, the Regular Assessment established for the preceding year shall continue until a new Regular Assessment is fixed for the then current fiscal year.

Section 8.6 Special Assessments. Subject to the limitations in the By-Laws, Special Assessments may be levied in addition to Regular Assessments for (i) Constructing capital improvements; (ii) Correcting an inadequacy in the Current Operation Account; (iii) Defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of improvements in the Lot(s) or Common Area; or (iv) Paying for such other matters as the Board may deem appropriate for the Real Estate. Special Assessments shall be levied in a manner as determined by the Board and may be levied on a Real Estate-wide basis (all Lots in Tamarron) or a community specific basis (all Lots in Tamarron Vista, all Lots in Tamarron Village and/or all Lots in Tamarron Heights).

Section 8.7 Common Expenses Attributable to Fewer than all Lots. Common Expenses attributable to fewer than all Lots shall be assessed as follows: (i) Any Common Expense associated with the maintenance, repair or replacement of Limited Common Area not included in the Regular Assessments for Tamarron Vista or Tamarron Village shall be assessed against the Lot(s) to which the Limited Common Area is assigned; (ii) Any Common Expense for services provided by the Association to an individual Lot at the request of the individual Lot Owner shall be assessed against the Lot which benefits from such service; (iii) Any insurance premium increase to the Association attributable to particular Lot by virtue of activities in or construction of the Lot shall be assessed against that particular Lot; (iv) An assessment to pay a judgment against the Association may be made only against the Lots at the time the judgment was entered, in proportion to their Common Expense liabilities; (v) If a Common Expense is caused by the misconduct and/or malice of a Lot Owner, the Association may assess that expense exclusively against that Owner's Lot; and (vi) Fees, charges, late charges, fines, collection costs and interest charged against a Lot

Owner pursuant to the Governing Documents and then applicable law are enforceable as Common Expense assessments.

Section 8.8 Lien. The Association shall have a lien on a Lot for a delinquent assessment levied against the Lot or fines imposed against its Lot Owner from the time the Association records a Notice that the assessment is delinquent. If an assessment is payable in installments, the full amount of the assessment is delinquent if not paid to the Association by the due date of the installment.

Section 8.8.1 Priority of Lien. A lien under this Section is prior to all other liens and encumbrances on a Lot except: (i) A lien, encumbrance or secured interest recorded before the recordation of the Notice referenced in this Section; and (ii) Liens for real estate taxes and other governmental assessments or charges against the Lot.

Section 8.8.2 Notice of Lien. Recording of a Notice of Delinquency or Notice of Lien constitutes record notice and perfection of the lien. Further recording of a claim of lien for assessment under this Section is not required.

Section 8.8.3 Extinguishment of Lien. A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the Notice is recorded; provided, that if an Owner of a Lot subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

Section 8.8.4 Other Remedies of Association. This Section does not prohibit any other action to recover sums memorialized by any recordation of lien.

Section 8.8.5 Expenses, Costs, Fees and Interest. Any steps taken by the Association to collect sums due or to enforce a lien under this Section shall entitle the Association to add to the amount due its costs and reasonable attorneys' fees, plus interest on all delinquent sums at the rate of ten percent (10%) per annum.

Section 8.8.6 Execution. A judgment or decree in an action brought under this Section is enforceable by execution under the laws of the State of Indiana.

Section 8.8.7 Foreclosure. The Association's lien may be foreclosed in a similar manner in which mechanic's liens are foreclosed under applicable Indiana law.

Section 8.8.8 Receiver. In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Owner to collect all sums alleged to be due from that Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 8.4 of this Declaration.

Section 8.8.9 Application of Payment. Any payments received by the Association in the discharge of an Owner's obligation may be applied to the oldest balance due.

Section 8.9 Ratification of Non-budgeted Common Expense Assessments. If the Board votes to levy a Common Expense assessment not included in the current budget in an amount greater than ten percent (10%) of the current annual operating budget, the Board shall submit such Common Expense to the Owners for ratification in the same manner as a budget and such increase shall be subject to approval by a majority vote of those Owners in attendance (in person and/or electronically) at the annual meeting.

Section 8.10 Certificate of Payment of Common Expense Assessments. The Association shall, upon written request, furnish to an Owner a statement setting out the amount of unpaid assessments against the Owner's Lot. The statement and the subject amount must be furnished within ten (10) days after the receipt of the written request and is binding on the Association, the Board and each such Owner as of and through the date of its issuance.

Section 8.11 No Waiver of Liability for Common Expenses. No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Area or by abandonment of the Lot against which the assessments are made.

Section 8.12 Personal Liability of Owners. The Owner of a Lot at the time a Common Expense assessment (regular or special), or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Lot unless he or she agrees, in writing, to assume the obligation.

Section 8.13 Accounts. Assessments collected by the Association shall be deposited into at least two (2) separate accounts with a bank and/or savings and loan association, which accounts shall be clearly designated as: (i) the Current Operation Account; and (ii) the Reserve Account. The Board shall deposit, at intervals as determined by the Board, those portions of the assessments collected for current maintenance and operating into the Current Operation Account and shall deposit those portions of the assessments collected as reserves for contingencies and for replacement and deferred maintenance of capital improvements into the Reserve Account.

Section 8.14 Current Operation Account. All of the following may be paid from the Current Operation Account: (i) All costs of enforcing the provisions of any Declaration applicable to any portion of the Real Estate; (ii) Taxes and assessments, if any, levied or assessed separately against the Common Area; (iii) Sums necessary to discharge any lien or encumbrance, including taxes, levied against any Lot which constitutes a lien against any portion of the Common Area; (iv) Insurance premiums and costs for policies purchased for the benefit of the Association; (v) Water, sewer, garbage, trash, electrical, gas, telephone and other necessary utility services for the Common Area; (vi) Costs of routine maintenance, repair and upkeep of improvements in the Common Area; (vii) All other goods, materials, supplies, furniture, labor, services, maintenance, repairs or alterations which the Association is authorized to secure and pay for pursuant to the terms of this Declaration or by law, other than those to be expended from the Reserve Account; and (viii) Other such costs, sums, premiums, expenses, etc. as may be determined by the Board from time to time.

Section 8.15 Reserve Account. The Association shall pay out of the Reserve Account(s) only those costs that are attributable to the maintenance, repair or replacement of capital improvements of which reserves have been collected and held. No portion of a reserve designated for a particular capital improvement may be expended for any purpose

other than the maintenance or replacement of that capital improvement. Except for funds collected for contingencies, no funds collected for the Reserve Account(s) may be used for ordinary current maintenance and operation purposes without Board approval.

SECTION 9: ARCHITECTURAL CONTROL.

Section 9.1 General Powers. In order to preserve the natural quality and aesthetic appearance of the existing geographic area, no Residence, Building, structure or improvement of any type or kind shall be modified, repainted, constructed or placed on any Lot in the Real Estate and no existing trees shall be removed and no landscaping shall be placed on Limited Common Area without the prior written approval of the Board or any duly formed and appointed committee of the Board for such purposes. Unless the Board waives these requirements, such approval shall be obtained only after written application has been made to the Board by the Owner of the Lot requesting authorization from the Board. Such written application shall be in the manner and form prescribed from time to time by the Board and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Board may require. All plans and drawings required to be submitted to the Board shall be drawn to a scale of one inch (1") equals ten feet (10'), or to such other scale as the Board may require. There shall also be submitted, where applicable, the permits or plat plans which shall be prepared by either a registered land surveyor, engineer or architect.

Section 9.2 Power of Appointment and Delegation. The Board may appoint and/or delegate certain of its powers to committees, created or established by the Board from time to time, as determined by the Board.

Section 9.3 Power of Disapproval. The Board may refuse to grant permission to remove trees, repaint, construct, place or make the requested improvement when: (i) the plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of this Declaration; (ii) the design or color scheme of a proposed repainting or improvement is not in harmony with the general surroundings of the Lot or with adjacent Residences or structures; and/or (iii) the proposed improvement, or any part thereof, or proposed tree removal, would, in the opinion of the Board, be contrary to the interests, welfare or rights of all, or any part, of the other Owners.

Section 9.4 Duties of Board Regarding Architectural Control. The Board shall approve or disapprove proposed improvements within thirty (30) days after all required information has been submitted to the Board. One (1) copy of submitted material shall be retained by the Board for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

Section 9.5 Liability of Board Regarding Architectural Control. Neither the Board nor any agent thereof, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

Section 9.6 Inspection. The Board may periodically and from time to time inspect work being performed with its permission to assure compliance with this Declaration and applicable regulations.

Section 9.7 Approvals. Approvals, determinations, permissions or consent required herein shall be deemed given if they are given in writing signed on behalf of the Board by at least one officer of the Board.

SECTION 10: RIGHTS OF MORTGAGEES. Except to the extent otherwise provided herein, no breach of these Restrictions shall defeat or render invalid the lien of any mortgage now existing or hereafter executed upon any portion of the Real Estate; provided, however, that if all or any portion of said Real Estate is sold under a foreclosure of any mortgage, any purchaser at such sale and said purchaser's successors and assigns shall hold any portion of the Real Estate so purchased subject to this Declaration. Notwithstanding any other provision of this Declaration, neither the Owners nor the Board shall have any right to make any amendment to this Declaration which materially impairs the rights of any Mortgagee holding, insuring or guaranteeing any mortgage on all or any portion of the Real Estate at the time of such amendment.

SECTION 11: INSURANCE.

Section 11.1 Coverage Generally. To the extent reasonably available, the Board shall obtain and maintain insurance coverage as set forth in this Section. If such insurance is not reasonably available, and the Board determines that any insurance described herein will not be maintained, the Board shall cause notice of that fact to be delivered or sent electronically or by prepaid by United States mail to all Owners.

Section 11.2 Property Insurance - Generally. The Association shall obtain and maintain property insurance covering one hundred percent (100%) of the actual replacement cost value of the Common Area and any personal property owned by the Association. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against. Said Insurance policy shall provide: (i) That the insurer waives the right to subrogation under the policy against a Lot or any member of the household of an Owner; (ii) That an act or omission by an Owner, unless acting within the scope of the Lot Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy; (iii) That if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy of the Association provides primary insurance; (iv) That the loss must be adjusted with the Association; (v) That insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation to the Association, in either case to be held in trust for Owner and such Owner's mortgagee; (vi) That the insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Owner and each Holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses; and (vii) That the name of the insured shall be "Tamarron Homeowner's Association, Inc."

Section 11.3 Property Insurance – Tamarron Village. Each Residence in Tamarron Village will be insured with the same insurance company as chosen by the Board, from time to time. The limit of insurance for each such Residence shall be equal to the full replacement cost thereof and each Owner of an improved Lot in Tamarron Village shall be responsible for

the premium for their respective Residence. Such insurance coverage shall be for the benefit of the Owner, the Association, and the Owner's Mortgagee (if applicable). In the event of damage or destruction to any Residence, the Owner, Mortgagee (if applicable) and the Association shall use the subject insurance proceeds to repair or restore the damaged Lot and/or Residence. If for any reason an Owner does not pay the premium allocated to their Residence, the Association will add such cost to the Owner's Regular Assessment, which will become immediately due and payable. Each Owner shall have the right to purchase at their own expense any additional insurance they may deem necessary, and each Owner shall be solely responsible for homeowner's liability insurance and for the insurance on the contents of their Residence and their personal property stored elsewhere in or around the Lot and/or Residence.

Section 11.4 Liability Insurance. The Association shall obtain and maintain liability insurance, including medical payments insurance, in an amount determined by the Board, but in no event less than One Million Dollars (\$1,000,000.00), covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Area, and the activities of the Association. Said insurance policy shall provide: (i) That each Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Area or membership in the Association; (ii) That the insurer waives the right to subrogation under the policy against a Lot Owner or member of the household of an Owner; (iii) That an act or omission by an Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy; (iv) That if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance; and (v) That the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

Section 11.5 Owner Policies. Each Owner shall carry fire and extended coverage insurance on said Owner's Lot (in Tamarron Village such fire and extended coverage insurance may be secured by the Association on behalf of and at the expense of each Tamarron Village Lot Owner), including the exterior. This insurance shall provide protection against loss or damage from fire and other hazards covered by standard homeowner coverage. Such insurance shall be in an amount equal to the full replacement value of the Residence (i.e. 100% of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from such coverage). The Association may adopt rules and regulations governing the minimum amounts of insurance required to be carried by all Owners, certain provisions which may be required to be included in all such insurance policies and such other terms and provisions pertaining to insurance which may reasonably be deemed necessary or appropriate to: (i) Assure that all Lots and Residences are insured and that there will be proceeds of insurance to repair or restore the same in the event of a casualty loss thereto; and (ii) To assist or to simplify problems of coordinating insurance coverage between the Owners and the Association.

Section 11.6 Workers' Compensation Insurance. The Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Indiana.

Section 11.7 Directors' and Officers' Liability Insurance. The Board may obtain and maintain directors' and officers' liability insurance covering all of the directors and officers of the Association in such limits as the Board in its sole discretion may, from time to time, determine.

Section 11.8 Other Insurance. The Association may carry other insurance which the Board considers appropriate to protect the Association, the Board or the Owners, including appropriate insurance protection relating to those collecting and handling Association funds.

Section 11.9 Premiums. Insurance premiums for insurance maintained by the Association pursuant to this Section Eleven (11) shall be a Common Expense.

SECTION 12: DAMAGE TO OR DESTRUCTION OF PROPERTY.

Section 12.1 Duty to Restore. A portion of the Common Area for which insurance carried by the Association is in effect, that is damaged or destroyed, must be repaired or replaced promptly by the Association unless: (i) Repair or replacement would be illegal under a then applicable state statute or municipal ordinance governing health or safety; or (ii) Eighty percent (80%) of the Owners, including each owner of a Lot or assigned Limited Common Area that will not be rebuilt, vote not to rebuild.

Section 12.2 Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 12.3 Plans. The damaged or destroyed property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved in writing by the Board.

Section 12.4 Replacement of Less Than Entire Property. The insurance proceeds attributable to the damaged or destroyed Common Area shall be used to restore the damaged area to a condition compatible with the remainder of the Real Estate. If not so used then the Association shall cause the following distribution to occur: (i) The insurance proceeds attributable to a Lot and Limited Common Area that are not rebuilt must be distributed to the Owner of the Lot and the Owner of the Lot to which the Limited Common Area were allocated, or to lien holders, as their interests may appear; and (ii) The remainder of the proceeds must be distributed to each Lot Owner or lien holder, as their interests may appear, in proportion to the Common Area interests of all the Lots.

Section 12.5 Insurance Proceeds. The Trustee, or if there is no Trustee, then the Board of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Lot Owners and lien holders as their interests may appear. The proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Lot Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored.

Section 12.6 Certificates by the Board. The Trustee, if any, may rely on the following certifications made in writing made by the Board: (i) Whether or not damaged or destroyed property is to be repaired or restored; and (ii) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 12.7 Certificates by Attorneys or Title Insurance Companies. If payments are to be made to Owners or mortgagees, the Board, and the Trustee, if any, shall obtain and may rely on a title insurance company or attorney's title certificate of title or a title insurance policy based on a search of the current records of Monroe County, Indiana.

Section 12.8 Casualty and Restoration of Tamarron Village. In the event of damage or destruction of any Tamarron Village Residence by fire or other casualty, the Owner thereof shall cause such Residence to be promptly repaired and restored. The proceeds of insurance carried for the benefit of the Owner and/or said Owner's Mortgagee for such purpose shall be applied to the cost of such restoration. In the event insurance proceeds are inadequate to cover the costs of reconstruction or in the event there are no proceeds, the Owner(s) of the Residence(s) directly affected by the damage shall pay the cost for restoring the Residence. A Residence shall be deemed directly affected if and only if a part of such Residence, including but not limited to, any party wall of such Residence, is damaged or destroyed. If any Owner fails or refuses to reconstruct said Owner's Residence when required, the Association may pursue whatever legal means are available to cause such restoration, including but not limited to the Association completing the restoration and paying the cost thereof, with the cost attributable to the Owner or Owners who refuse or fail to make the restoration when required with such costs becoming a lien on such defaulting Owner's Lot and subject to foreclosure in the same manner as provided for a lien for Common Expenses.

Section 12.8.1 Restoration Costs and Standards. The restoration referred to in Section 12.8 shall include the costs of construction incurred rebuilding the Residence(s) in the substantially same condition as it/they existed immediately prior to the destruction or damage and with the same type of architecture. Notwithstanding any other provisions in this Declaration, any Residence that is destroyed or damaged shall be restored pursuant to the provisions of Section 12.8 of the Declaration, unless a majority vote of the Members of the Association indicate that such restoration is not necessary. All improvements in the Common Area which are damaged or destroyed shall be restored by the Association unless two-thirds (2/3) of the Members of the Association decide not to make such restoration or to make such restoration in a different manner.

Section 12.8.2 Distribution of Insurance Proceeds. In the event that the Association has insurance proceeds which are to be used for the benefit of the Owners, no distribution of such insurance proceeds shall be made by the Board and to an Owner where there is a mortgagee endorsement on the certificate of insurance or insurance policy as it applies to such Owner's share of such proceeds. In such event, any remittances shall be to the Owner and said Owner's Mortgagee jointly. The same method of distribution shall also apply to the distribution of any condemnation awards in connection with any taking of any of the Common Area.

SECTION 13: RIGHTS TO NOTICE AND COMMENT/NOTICE AND HEARING.

Section 13.1 Right to Notice and Comment. Before the Board amends the By-Laws or whenever the Governing Documents require that an action be taken after "Notice and Comment," and at any other time the Board determines, the Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Owner in writing and shall be delivered personally, electronically or by mail to all Owners at such address as appears in the records of the

Association, or published in a newsletter or similar publication which is routinely circulated to all Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. It shall invite comment to the Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment, however, does not entitle a Lot Owner to be heard at a formally constituted meeting.

Section 13.2 Right to Notice and Hearing. Whenever the Governing Documents require that an action be taken after "Notice and Hearing," the following procedure shall be observed: (i) The party proposing to take the action (e.g., the Board, a committee, an officer, the Manager, etc.) shall give written notice of the proposed action to all Lot Owners or occupants of Lots whose interest would be significantly affected by the proposed action; (ii) The notice shall include a general statement of the proposed action and the date, time and place of the hearing; (iii) At the hearing (whether such hearing is in person or conducted electronically), the affected Owner or person(s) shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues; (iv) Such evidence shall be considered in making the decision but shall not bind the decision makers; and (v) The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 13.3 Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Board from a decision made by persons or a committee other than the Board by filing a written notice of appeal with the Board within ten (10) days after being notified of the decision. The Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required at and for the original meeting.

SECTION 14: BOARD OF DIRECTORS.

Section 14.1 Power and Duties. The Board of Directors may act in all instances on behalf of the Association, except as provided in this Declaration or the By-Laws. The Board shall have, subject to the limitations contained in this Declaration and the By-Laws, the powers and duties necessary for the administration of the affairs of the Association and of the Tamarron community which shall include, but not be limited to, the following:

Section 14.1.1 Adoption/Amendment. To propose, adopt and/or amend the By-Laws (subject to applicable Owner vote and approval), and promulgate and adopt rules and regulations with respect to use, occupancy, operation and enjoyment of the Real Estate and to consent to the amendment to the Declaration as therein provided.

Section 14.1.2 Budgeting. To adopt and amend budgets for revenues, expenditures and reserves.

Section 14.1.3 Assessment Collection and Common Expenses Determination. To collect assessments (regular and special) for Common Expenses from Owners and to include the costs of the items in this Section as Common Expenses and assessments and to pay all such costs therefrom.

Section 14.1.4 Managing Agents. To hire and/or contract with and discharge managing agents.

Section 14.1.5 Employees, Agents and Independent Contractors. To hire and discharge employees, agents and independent contractors, other than managing agents.

Section 14.1.6 Litigation/Administrative Proceedings. To institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Declaration, By-Laws or rules and regulations in the Association's name on behalf of the Association or two or more Owners on matters affecting the Community.

Section 14.1.7 Contracts/Liabilities. To make contracts and incur liabilities.

Section 14.1.8 Common Area. To regulate the use, maintenance, repair, replacement and modification of the Common Area and to cause, from time to time, additional improvements to be made as a part of the Common Area. To impose and receive a payment, fee or charge for the use, rental or operation of the Common Area and for services provided to Owners.

Section 14.1.9 Landscape, Snow Removal and Other Services. To provide, contract with, hire or terminate third parties to provide landscape, lawn maintenance, irrigation, snow removal, security and other such services.

Section 14.1.10 Property and Purchasing Power. To acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property and to purchase for the benefit of the Owners such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors.

Section 14.1.11 Easements, Leases, Licenses and Concessions. To grant easements for any period of time (including permanent easements), and leases, licenses and concessions (for no more than one year), through or over the Common Area.

Section 14.1.12 Late Fees/Fines. To impose a reasonable charge for late payment of assessments and to levy reasonable fines for violations of this Declaration, By-Laws, rules and regulations of the Association.

Section 14.1.13 Board/Officer Indemnification and Insurance. To provide for the indemnification of the Association's officers and Board and maintain directors' and officers' liability insurance.

Section 14.1.14 Assignment. To assign the Association's right to future income, including the right to receive Common Expense assessments.

Section 14.1.15 Insurance. To procure for the benefit of the Owners fire and extended coverage insurance covering the Buildings and the Real Estate to the full replacement value thereof and to procure public liability and property damage insurance, Directors and Officers liability insurance, Workmen's Compensation insurance and such other insurance in such limits as the Board of Directors may determine is necessary or appropriate for the benefit of the Owners, the Board of Directors and/or the Association all as further explained herein in Section Eleven (11).

Section 14.1.16 Bank Accounts. To open and maintain a bank account(s) in the name of the Association.

Section 14.1.17 Professional Agents. To employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the administration and guidance of the business and affairs of the Association.

Section 14.1.18 Dedication Rights. To dedicate any streets or drives within the Real Estate to the appropriate municipal authority as determined by the Board.

Section 14.1.19 Other Powers. To exercise any other powers conferred by this Declaration, the By-Laws and/or applicable law, to exercise any other power that may be exercised in this state by legal entities of the same type as the Association and to exercise any other power necessary and proper for the governance and operation of the Association.

Section 14.1.20 Delegation. By resolution, establish committees and directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All such committees must maintain and publish notice of their actions to Owners and the Board. Actions taken by a committee, however, may be appealed to the Board by any Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Board at its next regular meeting.

SECTION 15: OPEN MEETINGS.

Section 15.1 Access. All meetings of the Board, at which action is to be taken by vote, will be open to the Owners, so long as such Owners act in a reasonable and non-belligerent manner as further explained in Section 15.2 hereafter, except as provided in this Section 15.4.

Section 15.2 Conduct at Meetings. All Owners and/or speakers are expected to follow and adhere to the protocol and guidelines prescribed by the Board of Directors at all meetings. Owners and speakers attending meetings are expected to treat all other attendees with consideration and respect, to avoid personal attacks directed toward others attending the meeting and to respect the rules and policies of the meeting venue. Owners and attendees who do not adhere to conduct expectations at meetings and/or engage in behavior that can reasonably be interpreted as harassing, intimidating, discriminatory or offensive will be first asked to refrain from any such conduct. Should the offending conduct continue, the offending Owner or speaker will then be asked to voluntarily leave the meeting immediately. Should the offending Owner or speaker refuse to voluntarily leave the meeting after being requested to do so, the Board of Directors may request such removal by assistance through hired security and/or local law enforcement. If the offending Owner or speaker refuses to voluntarily leave the meeting and/or cannot be removed, the Board of Directors may move to immediately adjourn the meeting until further notice and, in addition, the Board of Directors may also suspend the offending Owner or speaker's right to attend such future meetings for a reasonable period of time.

Section 15.3 Notice. Notice of such meetings will be given not less than twenty-four (24) hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the Community, posting such notice online, electronically and/or by U.S. Mail, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

Section 15.4 Executive Sessions. Meetings of the Board may be held in executive session, without giving notice and without the requirement that they be open to Owners, in either of the following situations: (i) No action is taken at the executive session requiring the affirmative vote of Directors; or (ii) The action taken at the executive session involves personnel, pending litigation, contract negotiations, enforcement actions, sensitive matters, matters involving the invasion of privacy of individual Owners or matters which are to remain confidential by request of the affected parties and agreement of the Board.

SECTION 16: CONDEMNATION OF COMMON AREA.

Section 16.1 Collection of Funds. If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be deposited into the Association's operating account until distributed.

Section 16.2 Distribution of Funds. The Association shall distribute any such funds collected proportionately to all Owners as their interests appear according to the respective fair market values of their Lots immediately prior to the time of condemnation, as determined by an independent appraisal made by a qualified Real Estate Appraiser with a Member of the Appraisal Institute certificate or the equivalent, as selected by the Board. The Association shall represent the interests of all Owners.

SECTION 17: GENERAL PROVISIONS.

Section 17.1 Duration. This Declaration shall be perpetual, run with and bind all the Real Estate subjected to this Declaration and shall inure to the benefit of and be enforceable by the Association, its respective successors, assigns, heirs, executors, administrators, and personal representative, except as indicated in Section 17.2.

Section 17.2 Renewal and Termination of Declaration. The covenants and restrictions set forth in this Declaration shall have an initial term of forty (40) years from the date this Declaration is recorded in the Office of the Recorder of Monroe County, Indiana. At the end of this period, the covenants and restrictions shall automatically be extended for successive periods of ten (10) years each unless at least two-thirds ($\frac{2}{3}$) of all Owners within Tamarron, at the time of the expiration of the initial period or any extension period, shall sign an instrument, or instruments (which may be in counterparts) in which they shall agree to terminate any or all of said covenants and restrictions in any manner as may be provided by law. No such agreement, however, shall become binding unless written notice containing the terms of the proposed agreement is sent to every Owner in Tamarron at least ninety (90) days in advance of the action taken in authorizing said agreement, and, in any event, any such agreement shall not become effective and binding until three (3) years after the recording of the aforesaid fully executed instrument or instruments containing such agreement.

Section 17.3 Amendment of Declaration. Except as otherwise provided in this Section, amendments to this Declaration shall be proposed and adopted in the following manner:

17.3.1 Notice. Notice of the subject matter of the proposed amendment shall be given to each Owner. Any proposed amendment to this Declaration must be approved by not less than seventy-five percent (75%) of the Owners in the Real Estate. Each amendment to the Declaration shall be executed by the Owners casting votes in favor of the amendment and shall be recorded in the office of the Recorder of Monroe County, Indiana, and such amendment shall not become effective until so recorded.

17.3.2 Amendment by Board. Notwithstanding the foregoing or anything elsewhere contained in this Declaration, the Association's Board shall have the right acting alone and without the consent or approval of the Owners, to amend or supplement this Declaration from time to time if such amendment or supplement is required to: (i) Provide utility service to any Lot; or, (ii) To bring this Declaration into compliance with any statutory requirements; and/or, (iii) To correct clerical or typographical errors in this Declaration or any exhibit hereto or any supplement or amendment thereto.

Section 17.4 Notice. Any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent, and notice thereby given, when mailed, by regular post, with postage prepaid addressed to the last known post office address of said Owner, sent by electronic mail, addressed to the Owner at the last known electronic mail address of the Owner, by personal delivery to any occupant of the Owner's Residence over fourteen (14) years of age, and/or by affixing said notice to or sliding same under the front door of an Owner's Residence.

Section 17.5 Meetings. Any meeting required or allowed by this Declaration or by the By-Laws, may, in the event of a man-made or natural disaster, pandemic, other declared emergency and/or as determined by the Board of Directors, be held virtually or rescheduled until an in-person meeting is more appropriate, feasible and/or possible. Virtual meetings shall provide Owners with the opportunity to join such meetings via a desktop computer, mobile device, telephone or other applicable technology.

Section 17.6 Voting. The Board of Directors of Tamarron shall be permitted to provide that any voting required or prescribed pursuant to this Declaration or the By-Laws, in addition to any other voting manner allowed by the Declaration or the By-Laws, may also be accomplished electronically in a form and manner as approved by the Board of Directors of Tamarron.

Section 17.7 Board Approval. For any action that requires Board approval or consent as contained in this Declaration and/or the By-Laws, such approval or consent must be in writing to be effective.

Section 17.8 Severability. Should any covenant or restriction contained in this Declaration, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the matter and/or parties hereto, then such judgment shall not in any manner affect the other provisions hereof, which are hereby declared to be severable and which shall remain in full force and effect.

Section 17.9 Gender and Number. Whenever the context of this Declaration so requires, the use of the masculine gender shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural and vice versa. No pronoun usage shall be deemed to exclude a reference to an institutional, corporate, partnership or any other type of business entity. The underlined titles are for convenience of reference only and shall not be used as an aid in construing the provisions hereof.

Signature Page, Notary Page and Exhibit to be Attached