

**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE WYNCREST SUBDIVISION**

This **FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WYNCREST SUBDIVISION** ("First Amendment") is entered into as of this 12 day of March, 2017, by the Board of Directors on behalf of the Wyncrest Homeowners Association, Inc., an Indiana nonprofit corporation ("Wyncrest HOA").

WITNESSETH:

WHEREAS, a Declaration of Covenants and Restrictions for the Wyncrest Subdivision, dated November 2, 2006, was recorded in the Office of the Recorder of Johnson County, Indiana as Instrument No. 2006-028849 on November 2, 2006 (the "Declaration");

WHEREAS, the Declaration provides for the establishment of the Wyncrest HOA, the purpose of which is to supervise, maintain, and administer certain common areas located on the real estate described in the Declaration;

WHEREAS, the Wyncrest HOA was incorporated pursuant to the laws of the State of Indiana on March 18, 2013, which acts on behalf of its members, who are owners of real property ("Owners") covered in the Declaration;

WHEREAS, the Owners desire to amend Exhibit C of the Declaration to cancel and vacate a portion of a pond access easement as it relates to Lot 95 in Section 2 of the Wyncrest subdivision, as set forth on Exhibit A, attached hereto and incorporated herein by reference (the "Lot 95 Pond Access Easement");

WHEREAS, pursuant to Article XIV, Section 1(d) of the Declaration, the Declaration may be amended with the consent of not less than seventy percent (70%) in the aggregate of all votes of Owners;

WHEREAS, the Owners of the Wyncrest HOA have duly adopted this First Amendment pursuant to the terms of the Declaration;

WHEREAS, the Owners of the Wyncrest HOA have duly adopted this First Amendment pursuant to the terms of the Declaration;

NOW THEREFORE, the Board of Directors, on behalf of Wyncrest HOA, hereby enters into this First Amendment as follows:

1. Wyncrest HOA hereby cancels and vacates the Lot 95 Pond Access Easement identified in Exhibit A of this First Amendment. Nothing contained herein shall be deemed to cancel or vacate the any other portion of the pond access easement.

2. Exhibit C of the Declaration shall be amended to include the documents in Exhibit A of this First Amendment showing that the Lot 95 Pond Access Easement has been cancelled and vacated.

3. Exhibit D of the Declaration shall be amended to include the General Restrictions set forth in Exhibit B of this First Amendment as a new Section 24 entitled "General Restrictions."

4. All other terms and provisions of the Declaration shall remain unchanged and in full force and effect. Any capitalized term not defined herein shall have the meaning prescribed to it in the Declaration.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Board has caused this First Amendment to be executed as of the day, month and year first written above.

**WYNCREST HOMEOWNERS
ASSOCIATION, INC.,**
an Indiana non-profit corporation

By: Mike Corner

Name: Mike Corner

Title: President

By: Kim Caudill

Name: Kim Caudill

Title: Secretary

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of Wyncrest Homeowners Association, Inc., who acknowledged the execution of the foregoing First Amendment to Declaration of Covenants and Restrictions for Wyncrest Subdivision.

Witness my hand and Notarial Seal this _____ day of _____, 2017.

Notary Public

(Printed Name)

My Commission Expires: _____
County of Residence: _____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. (Cathleen D. Wyatt)

This instrument prepared by Cathleen D. Wyatt, Esq., Frost Brown Todd, LLC, 201 North Illinois Street, Suite 1900, Indianapolis, IN 46204-0961, 317-237-3918.

EXHIBIT A
POND ACCESS EASEMENT

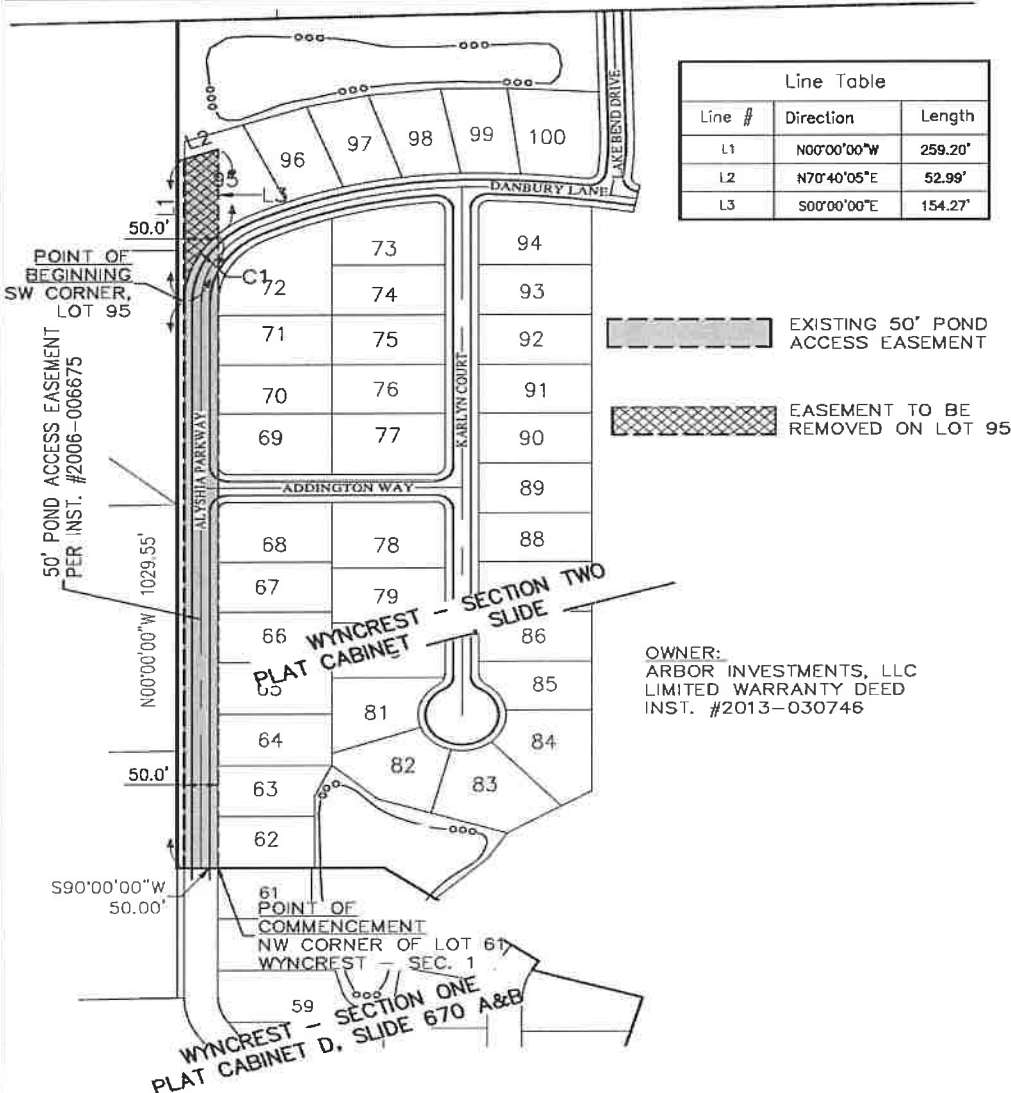
EXHIBIT "A"



HWC
ENGINEERING

Curve Table					
Curve #	Length	Radius	Ch. Bearing	Ch. Length	Delta
C1	135.66'	175.00'	S22°12'27"W	132.29'	44°24'55"

Line Table		
Line #	Direction	Length
L1	N00°00'00"W	259.20'
L2	N70°40'05"E	52.99'
L3	S00°00'00"E	154.27'



OWNER:
ARBOR INVESTMENTS, LLC
LIMITED WARRANTY DEED
INST. #2013-030746

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

<p>©2017 PREPARED BY HWC ENGINEERING 135 N. PENNSYLVANIA ST, SUITE 2800 INDIANAPOLIS, IN 46204 317-347-3663</p>		<p>WYNCREST - SECTION 2 BARGERSVILLE, IN POND ACCESS EASEMENT REVISION</p>		<p>DRAWN BY LJ</p>	
		<p>GRAPHIC SCALE 0' 100' 200' 300' 1" = 200'</p>		<p>CHECKED BY MJ</p>	
		<p>PAGE 1 OF 2</p>		<p>DATE 08/2/17</p>	
				<p>SCALE 1" = 200'</p>	
				<p>JOB NUMBER 2016-132</p>	

EXHIBIT "A"



HWC
ENGINEERING

LAND DESCRIPTION

A part of the Southwest Quarter of Section 23, Township 13 North, Range 3 East of the Second Principal Meridian, In White River Township, Johnson County, Indiana, more particularly described as follows:

Commencing at a the Northwest Corner of Lot 61 in Wyncrest - Section One recorded in Plat Cabinet D, Slide 670 A&B in the Office of the Recorder of Johnson County, Indiana; thence South 90 degrees 00 minutes 00 seconds West (basis of bearings is Wyncrest - Section One Plat) along the north line of said Plat a distance of 50.00 feet to the southwest corner of a 50-foot Pond Access Easement depicted in Instrument #2006-006675 (Plat Cabinet D, Slide 635 A&B) and continuing along said easement the following four (4) courses; 1) thence North 00 degrees 00 minutes 00 seconds West a distance of 1029.55 feet to the POINT OF BEGINNING, said point being the southwest corner of Lot 95 in Wyncrest - Section 2; 2) thence North 00 degrees 00 minutes 00 seconds West a distance of 259.20 feet; 3) thence North 70 degrees 40 minutes 05 seconds East a distance of 52.99 feet; 4) thence South 00 degrees 00 minutes 00 seconds East a distance of 154.27 feet to a point on a non-tangent curve to the left being on the line of Lot 95 and having a radius of 175.00 feet; thence southwesterly along said curve an arc distance of 135.66 feet to the POINT OF BEGINNING, said curve having a chord bearing of South 22 degrees 12 minutes 27 seconds West and a chord length of 132.29 feet, containing 0.211 acres, more or less.

LUKE A. JAHN
REGISTERED
No.
20900171
STATE OF
INDIANA
PROFESSIONAL SURVEYOR



This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

WYNCREST - SECTION 2 BARGERSVILLE, IN POND ACCESS EASEMENT REVISION		DRAWN BY	JOB NUMBER 2016-132
		LJ	
CHECKED BY			
MJ			
DATE		08/2/17	
SCALE		NA	
© 2017 PREPARED BY HWC ENGINEERING 135 N. PENNSYLVANIA ST. SUITE 2800 INDIANAPOLIS, IN 46204 317-347-3663		PAGE 2 OF 2	

File Name: I:\New Home\2016-132-3_Arch - Revised 2/20/17\Statement\2016-132-3_Arch - Revised.dwg, User: lja, Date: 8/2/17, Time: 2:00 PM

EXHIBIT B

GENERAL RESTRICTIONS

“Section 24. General Restrictions.

- (i) Temporary Structure as Dwelling. No trailer, shack, tent, boat, basement garage or other outbuilding may be used at any time as a dwelling, temporary or permanent, nor may any structure of a temporary character be used as a dwelling.
- (ii) Antennas and Receivers. No satellite receiver, down-link or antenna which is visible from a public way or from any other Lot, and no satellite dish greater than eighteen (18) inches in diameter shall be permitted on any Lot without the prior written consent of the Architectural Control Committee. Unless consent thereto is granted by a majority of the Owners, the Committee shall not give its consent to the installation of any exterior television antenna if the television reception is available from underground cable connections of any other exterior antenna unless all Owners of Lots within 200 feet of the Lot upon which the proposed antenna would be erected consent in writing to the installation thereof.
- (iii) Exterior Lights. No exterior lights shall be erected or maintained between the building line and rear lot line so as to shine or reflect directly upon another lot.
- (iv) Electric Bug Killers. Electric bug killers, “zappers” and other similar device shall not be installed at an allocation or locations which will result in the operation thereof becoming a nuisance or annoyance to other Owners and shall only be operated when outside activities require the use thereof and not continuously.
- (v) Air Conditioners. No room air conditioning unit shall be installed so as to protrude from any structure location on a Lot (including but not limited to the window of any Dwelling Unit or garage) if the same would be visible from a public way, a Common Area, Common Maintenance Area or any other Lot; provided, however, that this Restriction shall not apply to central air conditioning units.

- (vi) Driveways and Sidewalks. All driveways shall be paved with concrete. Each Owner, other than Declarant, or his builder shall install a sidewalk across the Lot in accordance with the Plat within the earlier of thirty (30) days of completion of the Dwelling Unit or two (2) years after the conveyance of the Lot to such Owner.
- (vii) Storage Tanks. No gas or oil storage tanks shall be permitted on a Lot, except temporarily during construction or a Dwelling Unit with the prior written approval of the Architectural Control Committee.
- (viii) Mailboxes. All mailboxes installed upon Lots shall be uniform and shall be of a type, color and manufacture approved by the Architectural Control Committee. Such mailboxes shall be installed upon posts approved as to type, size and location by the Committee.
- (ix) Accessory Buildings. No mini-barns, storage shed or other accessory building structure other than gazebos shall be permitted on any Lot.
- (x) Pools. No above ground swimming pool, other than a temporary children's wading pool, shall be permitted on any Lot.
- (xi) Basketball Goals. No basketball goal shall be placed or maintained in the front driveway of a Lot within the right-of-way of any street. Unless the Architectural Control Committee established a policy establishing other specifications, backboards of all basketball goals shall be of a translucent material such as fiberglass or Lexan and attached to a black pole or similar type post. The location of a basketball goal on the Lot is subject to approval of the Committee if it would be visible from a public right-of-way adjoining the Lot.
- (xii) Septic Systems. No septic tank, adsorption field or any other onsite sewage disposal system (other than a lateral main connected to a sanitary sewerage collection system operated by the public agency or public utility) shall be installed or maintained on any Lot.
- (xiii) Vehicle Parking. No recreational vehicle, motor home, truck which exceeds $\frac{3}{4}$ ton in weight, trailer, boat or disabled or unlicensed vehicle may be parked or stored overnight or longer on any Lot in open public view.

(xiv) Fencing. Fences and walls shall be erected or maintained on Lots only in accordance with local zoning ordinances, provided that in no event may any fence or wall be erected or maintained on any Lot without the prior approval of the Architectural Control Committee, which may establish design standards for fences and further restrictions with respect to fencing, including limitations on (or prohibition of) the installation of fences in the rear yard of a Lot and along the bank of any pond. For approval of fencing, the following must be submitted to the Committee: (i) plot plan, (ii) dimensions and placement of structure, (iii) photograph or brochure picture, (iv) color, (v) vendor of fence and fence installer. Without limiting the foregoing, the following requirements shall apply to all fences in Wyncrest.

1. No chain link, stockade or split rail fencing is permitted.
2. All proposed fences and walls must be located on the site plan. The design of all walls and fences is subject to approval by the Committee. Fences are limited to wrought iron (or its aluminum equivalent) not exceeding forty-eight (48) inches in height, except, for purposes of affording privacy to a patio or deck area, a fence not exceeding six (6) feet in height may be placed directly behind the house so that it is not visible from the street, but such fence may not extend further than one-half the distance between the rear façade of the house and the rear lot line.
3. Perimeter fences must be located on line with fences on adjacent lots and must tie to adjacent fences at lot corners.
4. No wall or fence may be constructed along the bank of any lake or pond, whether or not such lake or pond is located partially upon, or adjacent to, the Lot.
5. All fence and wall height are measured from grade level.
6. All fencing must be purchased from and installed by an approved fence installer.

All fences shall be kept in good repair. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, on in the case of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

- (xv) Other Restrictions. The Architectural Control Committee may adopt general rules and regulations in implement the purposes set forth in this Paragraph, including but not limited to rules to regulate animals, antennas, signs, fences, walls and screen, mailboxes, storage tanks, awning, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, and planting, maintenance and removal of vegetation. Such general rules may be amended by a two-thirds (2/3) vote of the Committee. Subsequent to the Applicable Date, any such amendment may be made only after a public hearing for which due notice to all affected Owners has been provided, and if such amendments are approved by a two-thirds (2/3) vote of the Board of Directors. All general rules and any subsequent amendments thereto shall constitute Restrictions.
- (xvi) Exceptions. The Architectural Control Committee may authorize exceptions to or variances from the general rules and regulations adopted pursuant to subparagraph 24(xv) if the Committee can show good cause and acts in accordance with adopted guidelines and procedures.
- (xvii) Approval. The exact location, material, color and height of the fence shall be submitted to the Committee for written approval prior to construction including a professional survey drawing showing the exact location of the proposed fence installation.
- (xviii) Windows and Doors. If storm doors are installed, they must be painted to match exterior of the home. No unfinished aluminum doors or windows will be allowed.
- (xix) Awnings. No metal, fiberglass or similar type material awnings or patio covers will be permitted in Wyncrest.

- (xx) Play Equipment. Children's play equipment such as sandboxes, temporary swimming pools having a depth less than 24 inches, non-metal and slide sets, playhouses and temporary tents shall not require approval by the Committee, provided such equipment is not more than six (6) feet high and maintained by the lot owner in good repair (including painting). Equipment higher than six (6) feet shall require approval of the design, location, color, material and use by Committee and shall not be visible from the front street view. No portable basketball goals shall be allowed on the street or in the cul-de-sacs.
- (xxi) Garage Requirements. All residential dwellings in Wyncrest shall include at least two car enclosed garage. Detached garages are not permitted. Garages must be used for their intended purpose and not converted to living space.
- (xxii) Dusk-To-Dawn Lighting. Each lot shall maintain at least two (2) continuous dusk-to-dawn lights to be controlled by a photocell.
- (xxiii) Additional Maintenance of Lots and Improvements. In addition to the maintenance requirements in Section 3 above, the Owner of any Lot shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly and, specially, such Owner shall, within sixty (60) days following completion of a house on a Lot, landscape the Lot, weather permitting.
- (xxiv) Yards, Trees, Tree Preservation.
- i. Following the construction of a Dwelling Unit on a Lot, the front yard of each such Lot shall be smoothly graded and properly seeded or sodded with a clay based Kentucky bluegrass and Ryegrass mixture.
 - ii. In areas of Wyncrest where trees are existing on a Lot, every effort must be made to save as many trees as possible with only those trees to be removed as required for the placement and construction of residences.

- iii. In areas of Wyncrest where trees are existing on a Lot, every effort must be made to save as many trees as possible with only those trees to be removed as required for the placement and construction of residences.

(xxv) Owners Responsibility for Tree and Shrub Maintenance. Owners are required to respect the following with regard to maintenance and trees and shrubs:

- a. The owner of the dominant real estate adjacent to the area between the street and the sidewalk and/or right-of-way easement line on which any tree or shrub is planted shall be responsible for the maintenance and removal of the tree or shrub if such removal is necessary.
- b. If, after notice from the Association, the said owner fails to maintain or remove a dead tree or shrub or any dead or dangerous limbs or branches thereon, the Association may remove said shrub or limbs and collect the costs thereof from the owner.

(xxvi) General Prohibitions.

- a. In General Nuisances. No noxious or offensive activities shall be permitted on any Lot in Wyncrest, nor shall anything be done on any said Lots which may become an annoyance or nuisance to the neighborhood. Barking dogs shall constitute a nuisance.
- b. Animals. No animals shall be kept or maintained on any Lot in Wyncrest except the usual household pets and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.
- c. Vehicle Parking. No trucks (1) ton or larger in size, campers, trailer, boats, or similar vehicles shall be parked on any street in Wyncrest. Any motor or recreational vehicle or trailer, camper, or boat which is not used for normal transportation shall not be permitted to remain on any driveway or lot except within a closed garage and shall not be parked upon unpaved areas. No vehicles may be stored on private drives or on the public street. Vehicles not routinely driven will be considered as stored and must be kept within a closed garage at all times when on the property. All vehicles must be operable, properly licensed and not unsightly.

(xxvii) Open Drainage, Ditches and Swales.

- a. Drainage swales (ditches) along dedicated roadways and within the right-of-way, or on dedicated drainage easements, are not to be altered, dug out, filled in, or otherwise changed, without the written permission from the appropriate jurisdictional agency. Property owners must maintain these swales as sodden grass ways or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches only when appropriate-sized culverts or other approved structures have been permitted but the appropriate jurisdictional agency. Culverts must be protected; especially at the ends, by head walls or metal end sections, and if, damages enough to retard the water flow, must be replaced.
- b. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given ten (10) days' notice, by registered mail, to repair said damage, after which time, if no action is taken, the Declarant will cause said repairs to be accomplished and the bill for such repairs will be sent to the affected property owners for immediate payment.

(xxviii) Wells and Septic Tanks. No water wells shall be drilled on any of the Lots (other than for heating and cooling purposes) nor shall any septic tanks be installed on any of the Lots in Wyncrest, unless public tap-in is unavailable.”