



Cross Reference:
Instrument Number 202301348

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE VILLAS AT QUAIL WEST**

This Supplemental Declaration of Covenants, Conditions and Restrictions for THE VILLAS AT QUAIL WEST (the "Supplement"), dated January 9th, 2023, is by QUAIL WEST PARTNERS LLC, an Indiana limited liability company ("Declarant").

Recitals:

A. Declarant executed a Declaration of Covenants, Conditions and Restrictions for Quail West, which was recorded in the Office of the Recorder of Hendricks County, Indiana on Jan. 26, 2023 as Instrument Number 2023 01348 (the "Declaration") which encumbers certain real estate owned by Declarant and described therein as the "Real Estate."

B. Declarant intends to develop certain lots within the Real Estate as duplex lots or "Villas," as such lots are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Villas Section").

C. The Villas Section is a part of the "Real Estate" described in the Declaration and shall be a Neighborhood, as such term is defined in the Declaration.

D. The Declaration contemplates the recordation of Supplemental Declarations, as such term is defined in the Declaration.

Terms:

Declarant desires to declare and publish its intent to subject the Villas Section to the covenants, conditions, restrictions, charges and liens hereinafter set forth in this Supplement, it being intended that the Declaration, as modified by this Supplement, shall run with title to the Villas Section, and with title to each and every Lot (as defined in the Declaration) within the Villas Section, and shall be binding on all persons or entities having or acquiring any right, title or interest in the Villas Section or any part thereof and shall inure to the benefit of each owner thereof and hereby adopts this Supplement as a Supplemental Declaration pursuant to the provisions of the Declaration.

ARTICLE I

Purpose

The Declaration is hereby incorporated by reference as if fully rewritten in this Supplement. All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Declaration. To the extent there is a conflict between the provisions of this Supplement and the Declaration, the provisions of this Supplement shall control.

Declarant declares that the Villas Section shall be a Neighborhood, as such term is defined in the Declaration, and that the Villas Section shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved, and occupied subject to the provisions, agreements, covenants, conditions, restrictions, reservations, easements, assessments, charges and liens hereinafter set forth in the Declaration, as modified by this Supplement, all of which are for the purpose of protecting the value and desirability of, and shall run with, the Villas Section, and with title to each and every Lot within the Villas Section, and be binding on all parties having any right, title or interest in the Villas Section or any part thereof, their respective successors and assigns, and shall inure to the benefit of Declarant and the successors in title to the Villas Section or any part or parts thereof.

ARTICLE II

Additional Defined Terms

The following terms shall have the meanings set forth below when used in this Supplement:

(a) "Villas Section Committee" shall mean a committee composed of three (3) Owners, each of whom owns a Lot within the Villas Section.

(b) "Neighborhood Expenses" shall mean the actual and estimated cost to the Association for the management and performance of the Yard Maintenance, and any other cost or expense incurred by the Association for the sole and exclusive benefit of the Lots in the Villas Section.

(c) "Party Wall(s)" shall mean each wall that is built as a part of the original construction of a Dwelling Unit and placed on the dividing line between Lots.

(d) "Reciprocal Cross-Easement" shall mean an easement and right of entry in favor of the Owner of each Lot onto each adjoining Lot permitting such Owner to repair and maintain all encroaching Party Walls, roofs, roof overhangs, eaves, downspouts, gutters, and splash blocks.

(e) "Yard" shall mean the portion of each Lot that is located outside the foundation line of the Dwelling Unit constructed on that Lot. When used herein, "Yards" shall refer to every Yard on every Lot in the Villas Section unless the context requires otherwise. Notwithstanding anything in the foregoing definition to the contrary, no area on a particular Lot shall be considered to be a Yard under this Supplement until a certificate of occupancy has been issued for the Dwelling Unit on that Lot.

(f) "Yard Maintenance" shall mean with respect to each Yard the activities described below which, pursuant to Section 8.2 of the Declaration, and Article VI of this Supplement, shall be the obligation of the Association:

(1) Lawn Care. For those portions of Lots that are not enclosed by a fence (the "Unfenced Areas"), the Association shall be responsible for mowing on an approximately weekly basis during the months identified below. Owners shall be responsible for mowing, cleaning and maintaining those portions of Lots that are enclosed by a fence (the "Fenced Areas"). The mowing season shall commence on approximately May 1st and shall end on approximately October 20th of each year; provided, however, that these dates, as well as the frequency of times the yards are mowed, are subject to such change as the Association shall reasonably deem necessary, in light of the weather conditions and seasonal changes for a particular mowing season. Unfenced Areas shall be mowed to a height of approximately 3". Lawn Care shall also include lawn fertilization and edging along driveway, sidewalk and curbs twice per year. Owners will be responsible for edging around fences, shrubs, and bushes. Maintenance shall include solely those items expressly mentioned herein.

(2) Snow Removal. For snowfalls 3" or greater, the Association will remove snow from driveways and sidewalks, including both public sidewalks and sidewalks leading from the driveway to the front door of the residence.

(3) Exclusions. Yard Maintenance shall not include: (A) Removal, replacement, or trimming of shrubs, bushes or trees; or (B) Watering of lawns, plants, flowers, shrubs, trees, or other vegetation; or (C) Repairs to the exterior structure of homes.

(4) Owner's Acts. Notwithstanding any obligation or duty of the Association to repair or maintain any of the Common Area owned by the Association (or any items deemed Common Area for purposes of maintenance only), if, due to the willful, intentional or negligent acts or omissions of an Owner or a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Area owned by the Association (or any items deemed as such for purposes of maintenance only), or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association ("Owner Damage Repair"), unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and become a part of the assessment to which the Owner's Lot is subject.

(5) Easement Rights. The authorized representatives of the

Association, the Board of Directors and the Managing Agent for the Association (if any) are hereby granted an easement for access upon and to any Lot as may be required in connection with maintenance only, repairs or replacements of or to the Common Area owned by the Association or any items deemed as Common Area for purposes of maintenance only, including, but not limited to, access to any easements reserved by any Plat of any portion of the Property for such purposes.

ARTICLE III

Neighborhood Committee

Section 3.1 Committee Members. The Owners in the Villas Section shall elect, as provided in the Association's Articles and Bylaws, three (3) Owners who each own a Lot in the Villas Section to serve as members of the Villas Section Committee. The Villas Section Committee shall designate one of its members to serve on the Board of Directors of the Association as provided in Section 4.3 of the Declaration. During the Development Period, the Declarant shall act as the Villas Section Committee.

Section 3.2 Villas Section Committee Duties. The duties of the Villas Section Committee shall be limited to the selection of contractors and the approval of bids for the Yard Maintenance and the duties described in Article IV of this Supplement. Annually, upon the approval of the bids for the Yard Maintenance, the Villas Section Committee shall provide the Board with a copy of said bids for acceptance.

ARTICLE IV

Assessments

Section 4.1 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot in the Villas Section covenants and agrees that, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other instrument of conveyance, to pay to the Association, in addition to any assessments set forth in the Declaration, (i) a Neighborhood Assessment, and (ii) any Special Neighborhood Assessment (as hereinafter defined) in connection with his ownership of a Lot. Such assessments are to be established and collected as hereinafter provided. The Neighborhood Assessment and Special Neighborhood Assessments, together with interest thereon, late fees and costs of collection thereof, as provided in the Declaration, shall be assessed against each applicable Owner's Lot and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment became first due. The Neighborhood Assessment and Special Neighborhood Assessments, when assessed upon resolution of the Board for each year, shall become a lien on each Lot in the amount of the entire Neighborhood Assessment or Special Neighborhood Assessment, and shall be payable as determined by the Board of Directors. Notwithstanding the foregoing or anything else contained herein, no Neighborhood Assessment or Special Neighborhood Assessment or other charges shall be owed or payable by Declarant with respect to any Lot or other portion of the Real Estate owned by Declarant while the same is owned by Declarant, nor shall any such assessments or charges become a lien on any such Lot or other portion of the Real Estate owned by Declarant.

Section 4.2 Purpose of Assessment. The assessments levied by the Association pursuant to this Supplement shall be used exclusively for Neighborhood Expenses in the Villas Section.

Section 4.3 Establishment of the Neighborhood Assessment. Annually, as directed by the Board, the Villas Section Committee shall cause to be prepared a proposed annual budget for the next ensuing fiscal year that estimates the total amount of the Neighborhood Expenses for the next ensuing fiscal year. From that, the Board shall determine the amount of the Neighborhood Assessment for the ensuing year by multiplying the amount of the estimated Neighborhood Expenses by a formula, the numerator of which is one and the denominator of which shall be the total number of Lots in the Villas Section shown on the Plat of the Development.

Section 4.4 Basis of Special Neighborhood Assessments. Should the Board or the Villas Section Committee at any time during the fiscal year determine that the Neighborhood Assessments levied with respect to such year are insufficient to pay the Neighborhood Expenses for such year, the Board or the Villas Section Committee, as applicable, may, at any time and from time to time, levy such Special Neighborhood Assessments (each a "Special Neighborhood Assessment") as it may deem necessary for meeting the Neighborhood Expenses. In addition, the Board or the Villas Section Committee, as applicable, shall have the right to levy at any time, and from time to time, one or more Special Neighborhood Assessments for the purpose of defraying, in whole or in part, any unanticipated Neighborhood Expense not provided for by the Neighborhood Assessment.

ARTICLE V

Owner Maintenance and Owner Damage Repairs

Except for the Yard Maintenance, each Owner shall be responsible for maintaining its Dwelling Unit in good condition and repair at such Owner's sole cost and expense. Each Owner shall be responsible for performing Owner Damage Repairs at such Owner's sole cost and expense. The Association shall have the authority to adopt such standards, rules and regulations regarding the Owners' maintenance of their Dwelling Units and Owner Damage Repairs as it may from time to time consider necessary or appropriate, and each Owner shall comply with any standards, rules and regulations so adopted.

ARTICLE VI

Duties of the Association and Owners

In addition to the duties set forth in the Declaration, the Association shall cause the Yard Maintenance to be performed. Each Owner of a Lot in the Villas Section shall be responsible for Owner Damage Repairs and for performing all other maintenance, repair, and replacement of such Owner's Dwelling Unit at such Owner's sole cost and expense to keep such Dwelling Unit in good condition and repair.

ARTICLE VII

Easements

Declarant, the Association, their respective agents, and employees, are hereby granted a right of ingress and egress over the Lots in the Villas Section to the extent necessary or desirable to perform the Yard Maintenance. Any Owner of a Lot in the Villas Section who has a dog present at its Lot shall provide the Association with current information regarding telephone numbers of one or more individuals who has control and supervision that dog so that the Association may conveniently schedule Yard Maintenance without interference from any dog at the Lot; any such dog shall be subject to the requirements set forth in Section 7.4 of the Declaration.

Each Owner shall have a Reciprocal Cross-Easement onto each adjoining Lot for the limited purpose of allowing the maintenance of such Owner's own Lot; provided, however, any Owner exercising its rights in the easement shall do so at reasonable times and with reasonable notice and shall be solely responsible for preserving and restoring the adjoining Owner's Lot to the same condition such adjoining Lot was in prior to the use of the Reciprocal Cross-Easement.

ARTICLE VIII

Party Walls

(a) General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article VIII, the general rules of law regarding Party Walls and liability of Owners for property damage due to negligence or willful acts or omissions in connection with Party Walls shall apply thereto.

(b) Sharing of Repair and Maintenance and Destruction by Fire or Other Casualty. If any Party Wall is damaged or destroyed by (i) fire or other casualty, or (ii) ordinary wear and tear and deterioration from lapse of time, or (iii) or by some cause other than the act of one of the adjoining Owners, its agents, family, household or guests, then both adjoining Owners shall proceed forthwith to rebuild or repair the structural components of such Party Wall, sharing equally the cost thereof, and each individual Owner shall proceed forthwith to rebuild or repair the non-structural components of such wall in proportion to their respective uses of the Party Wall. Any and all such reconstruction and/or repairs shall be completed immediately to the extent that the failure to commence and/or complete such reconstruction and/or repairs would result in an immediate risk to human health and/or safety. All other reconstruction and/or repairs shall be completed within three (3) months following the casualty or other event that damaged or destroyed such Party Wall, unless a longer period of time is approved in writing by the Association. If a Party Wall is in a condition that is of such a nature that it has or will (if left uncorrected) result in further damage or destruction of such Party Wall, the reconstruction and/or repairs shall be completed within a reasonable time, not exceeding six (6) months following the initial discovery of the condition. Any and all such reconstruction and/or repair shall be made in a good and workmanlike manner, in compliance with all requirements of Local Governing Authorities and otherwise in compliance with all applicable laws, ordinances, rules and regulations, to the same or better condition as existed prior to such condition, damage or destruction. However, in the event of substantial destruction to the Party Wall and adjoining Dwelling Units (i.e. where eighty percent (80%) or more of the Party Wall and the adjoining Dwelling Units are destroyed by fire or otherwise), neither Owner shall be obligated to repair or

restore the Party Wall. Each Owner shall have an easement over that part of the other Owner's Lot that is necessary or desirable in order to repair, restore or replace the Party Wall.

(c) Repairs for Damage Caused by One Owner. If any such Party Wall is damaged or destroyed through the act of one or more adjoining Owners, or their respective agents, families, households, tenants, or guests (collectively the "Offending Parties"), whether or not such act is negligent or otherwise culpable, so as to deprive another adjoining Owner of the use and enjoyment of the Party Wall, then the Owner(s) of the Dwelling Unit(s) from whence the Offending Parties committed the act that caused the damage or destruction, shall forthwith proceed to rebuild and repair the same, in the manner required under Article VIII (b) above, without cost to the adjoining Owner.

(d) Use: Other Changes. Either Owner shall have the right to use the side of the Party Wall facing the Owner's Dwelling Unit in any lawful manner, including attaching structural or finishing materials to it; however, in addition to meeting the other requirements of these Restrictions and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild its Dwelling Unit in any manner which involves the alteration of any Party Wall shall first obtain the written consent of the adjoining Owner, whose consent shall not be unreasonably withheld, conditioned or delayed. If the adjoining Owner has not responded in writing to the requesting Owner within twenty-one (21) days of its receipt of any such written request, given by registered or certified mail, return receipt requested, such consent of the adjoining Owner shall be deemed to have been given.

(e) Right to Contribution Runs with the Land: Failure to Contribute. The right of any Owner to contribution from any other Owner under this Article VIII shall be appurtenant to the land and shall pass to such Owner's successors in title. If either Owner shall neglect or refuse to pay the Owner's share under this Article VIII, or all of the cost in case of the negligence or willful misconduct of such Owner, the other Owner may have the Party Wall repaired or restored and shall be entitled to have a mechanic's lien on the property of the Owner failing to pay for the amount of its share of the repair or replacement cost.

(f) Dispute. In the event of a dispute between or among Owners with respect to the repair or rebuilding of a Party Wall or with respect to the sharing of the cost thereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board of Directors, who shall decide the dispute and whose decision shall be final.

ARTICLE IX

Use Restrictions

In addition to the restrictions set forth in the Declaration, the following restrictions shall apply to the Lots in the Villas Section:

(a) Subject to the approval of the Villas Section Committee and the right to revoke its approval at any time and for any or no reason, certain items of personal property may be permitted forward of the front foundation line of a Dwelling Unit. Items of personal property

which may be permitted include high quality wrought iron or similar metal bistro tables, chairs, lounges, chaises, bench gliders, and accessories; provided however, that in all cases such items of personal property proposed to be located forward of the front foundation line shall be (1) suitable and appropriately sized for the space provided; (2) black or dark bronze in color; (3) weather resistant; (4) properly maintained; and (5) harmonious with the exterior colors and architecture of the Dwelling Unit. Exterior pots for flowers and plants not exceeding 24 inches in height may also be permitted provided that they are (1) weather resistant, (2) properly maintained, and (3) harmonious with the exterior colors and architecture of the Dwelling Unit. Notwithstanding any other provision of this Declaration to the contrary, the following items of personal property are expressly prohibited forward of the front foundation line of any Dwelling Unit: any items of bold or bright color, patio swings, patio furniture with awning covers, canopies, umbrellas and stands, any item constructed of wicker, plastic or resin material, cooking grills and other cooking devices, coolers and refrigerators, lawn ornaments, area heaters, water features, firewood, electric bug zappers, vegetable gardens, free standing candles, torches or citronella candles, temporary furniture, folding lawn chairs, picnic tables, hammocks, children's play equipment, wind chimes, hanging baskets, and bird and squirrel feeders. In addition, no Owner shall conduct or allow any obnoxious or indecent behavior forward of the front foundation line of any Dwelling Unit.

(b) No pools of any kind shall be erected, constructed, or installed on any Lot in the Villas Section.

(c) No fence or similar enclosure shall be erected or built on a Lot in the Villas Section, except for (i) fencing constructed by Declarant, which shall be maintained, repaired, and replaced by the Association, and (ii) fencing constructed by an Owner other than Declarant, provided that fencing constructed by an Owner other than Declarant shall only be permitted in accordance with the terms and conditions set forth in the Declaration, and thereafter, shall be maintained, repaired and replaced by such Owner, at Owner's sole cost and expense.

(d) No trampolines, playground equipment, playsets, sandboxes, tennis courts, racquetball courts, paddleball courts, basketball courts, or permanently affixed basketball goals shall be permitted on any Lot in the Villas Section. The use of portable basketball goals is prohibited in the Villas Section.

(e) After the original construction of a Dwelling Unit, such Dwelling Unit may not be altered or added to, including for the purpose of adding additional enclosed space to such Dwelling Unit, except as may be otherwise approved in accordance with the Declaration.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Supplement has been executed as of the date first above written.

QUAIL WEST PARTNERS, LLC

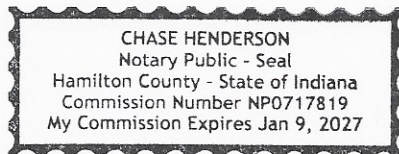
By: [Signature]
Member

STATE OF INDIANA)
COUNTY OF Hamilton) SS:

Before me, a Notary Public in and for the above County and State, personally appeared Mark Todd Roberts, the Member of Quail West Partners, LLC,, an Indiana limited liability company, who acknowledged the execution of the foregoing instrument on behalf of said limited liability company, and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this 9th day of January, 2023.

[SEAL]



Chase Henderson
Notary Public
Printed: Chase Henderson

I am a resident of Hamilton County, Indiana.

My commission expires: 1/9/2027.

Pursuant to IC 36-2-11-15(b)(2), 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.
Chase Henderson.

This Instrument Prepared by: Chase Henderson, Brushfield Lane, Fishers, Indiana
46037.

EXHIBIT A

Legal Description of Lots Comprising Villas Section

Lots 93-168 in Quail West, as per plat thereof recorded January 26, 2023, as Instrument Number 202301347, Plat Cabinet 9, Slide 18, Page *, in the Office of the Recorder, Hendricks County, Indiana.

*4ABCDEFG