

DECLARATION OF MAINTENANCE OBLIGATION

THIS DECLARATION made this 21st day of August, 1994,
by Allison Common, Inc. (hereinafter "Declarant").

W I T N E S S E T H

WHEREAS, the following facts are true:

A. Declarant is the owner of fee simple title to certain real estate located in Marion County, Indiana, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Real Estate").

B. Declarant has installed or plans to install in the right-of-way known as Spindrift Lane, Indianapolis, Indiana (hereinafter referred to as the "Right-of-Way") adjacent to the Real Estate, the equipment described in Exhibit "B" attached hereto (hereinafter referred to as the "Water Equipment"), which Declarant desires to connect to the water line of the Indianapolis Water Company ("Water Company").

C. The Water Company is objecting to the installation of the Water Equipment pursuant to Rule 7(A) of the Rules and Regulations of the Public Utility Board of the Indiana Utility Regulatory Commission governing the provision of water utility service because it is concerned that in the future the Water Company might be requested to maintain, repair or replace (hereinafter "maintain") the Water Equipment because of its location in the Right-of-Way.

D. Declarant deems it desirable that the owner of the Real Estate be responsible for maintaining the Water Equipment and that the Water Company have no obligation to maintain the Water Equipment.

NOW, THEREFORE, Declarant declares that the Real Estate and the Water Equipment be held, transferred, sold, conveyed, encumbered, leased, rented, used and occupied subject to the provisions, agreements, covenants and restrictions hereinafter set forth.

1. **Declaration.** Declarant hereby expressly declares (1) that the Water Company shall have no right to maintain, in any manner, the Water Equipment; (2) that the Water Company shall not be responsible for any damage that might occur to the Water Equipment regardless of the cause; and (3) that the maintenance of the Water Equipment, if such is to be maintained, shall be the obligation of the owners of the Real Estate. No person shall have any right to require that the Water Company expend any funds toward the maintenance of the Water Equipment or any right to impose an obligation on the Water Company to maintain the Water Equipment, and if Declarant or any other person would allegedly have such right pursuant to any rule or regulation, the Declarant, for itself and its successors and assigns, hereby expressly waives that right.

2. **Accordance and Satisfaction.** All present and future owners, mortgagees, tenants and occupants of the Real Estate and the Water Equipment shall be subject to and comply with the provisions of the Declaration and all such provisions shall be covenants running with the land and shall be binding on any person having at any time any interest or estate in the Real Estate or the Water Equipment as though such provisions were recited and stipulated at length in this instrument. Declarant, its successors, assigns and its estate shall not be subject to any claim, demand or suit by the Water Company. All persons, corporations, partnerships, trustees and other legal entities that may own, occupy, use, enjoy or control any of the Real Estate or the Water Equipment shall be subject to this Declaration.

WITNESSED AND SIGNED IN PUBLIC VIEW OF US ON 08/21/94

Inst # 1994-0133784

94-133724

(4)

3. Maintenance of the Water Equipment. The obligation to maintain the Water Equipment shall rest with the owner of the Real Estate for so long as the Water Equipment is connected to the Water Line of the Water Company. If the owner of the Real Estate fail to maintain the Water Equipment, such failure shall not put any obligation on the Water Company or on any other entity to provide maintenance.

IN WITNESS WHEREOF, Declarant has executed this Declaration on this day and year first hereinabove set forth.

Allison Commons, Inc.
Donald M. Cunningham
Signature
Donald M. Cunningham
Printed Name
Secretary
Title

State of Indiana)
County of Madison)

Before me, a Notary Public in and for said County and State, personally appeared Donald M. Cunningham of Allison Commons, Inc., known to be the Secretary of the foregoing "Incorporation of Maintenance Obligation" on behalf of said corporation.
WITNESS my hand and Notarial Seal this 31st day of August, 1994.

August 7, 1994
Date of Expiration
Regina G. Stov
Notary Public
Madison
County of Residence
Regina G. Stov
Printed Signature

EXHIBIT "8"
(Description of Water Equipment Located in Right-of-Way.)

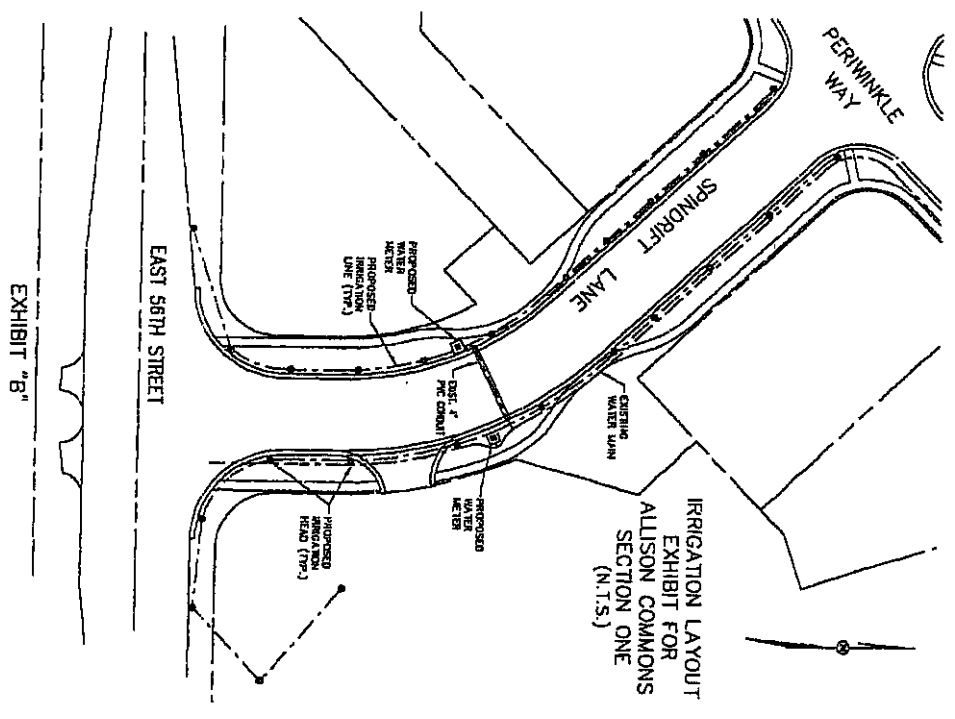


EXHIBIT "A"

[Legal description of two real estates owned by Decedent adjacent to right-of-way.]

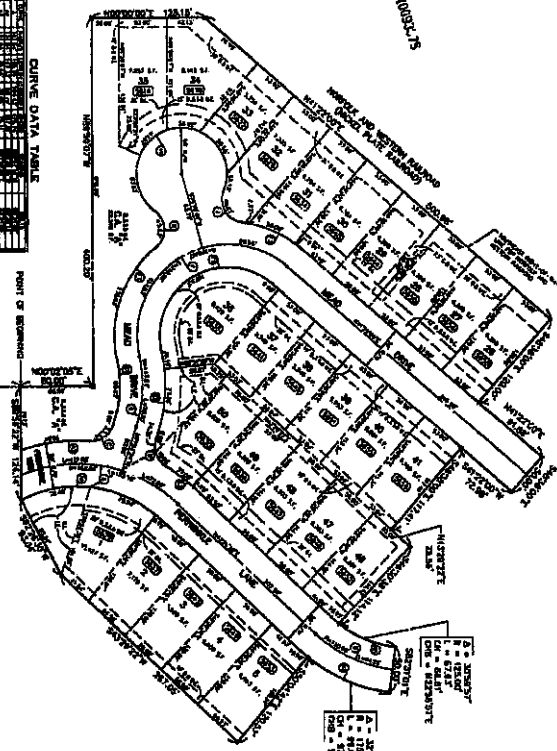
LAND DESCRIPTION

Part of the southeast Quarter of Section 5, Township 15 North, Range 4 East, located in Marion County, Indiana, more particularly described as follows:

Beginning at the point of intersection of the centerline of Allisonville Road with the south line of said quarter, said line being South 89°49'22" West a distance of 483.78 feet from the southeast corner thereof; thence South 89°49'22" West along the south line of said quarter a distance of 140.70 feet; thence North 00°02'03" East along the East line of the Indianapolis Power and Light Company property a distance of 129.57 feet to an existing 4 inch square stone marker; thence North 89°50'07" West along the East line of said quarter a distance of 22.61 feet North of the last described corner a distance of 466.97 feet to an existing 1 inch square stone marker; thence North 89°50'07" West along the East line of said quarter a distance of 400.20 feet to an existing 4 inch square stone marker; thence North 00°00'00" East along the East line of the Indianapolis Power and Light Company property a distance of 129.57 feet to an existing 4 inch square stone marker; thence North 89°50'07" West along the East line of said quarter a distance of 22.61 feet to the East line of the said Southeast Quarter; thence South 01°12'50" East along the said East line a distance of 604.47 feet to the southwest corner of Midas Park Addition, as per Plat Book 28, page 408 in the Office of the Recorder of Marion County, Indiana; thence South 89°50'07" West parallel with the South line of said quarter and along the South line of said Addition a distance of 1324.80 feet to a point that is 16.00 feet West of the East line of said Quarter; thence South 01°12'50" East parallel with the East line of said quarter a distance of 129.57 feet to an existing 4 inch square stone marker; thence South 89°50'07" West along the East line of said quarter a distance of 22.61 feet to the point of beginning.

Containing 48.652 acres, more or less including public Right-of-Way Contained in 8731, or there near, 16.15 net right-of-way for Allisonville Road and East 58th Street.
Decedent's 192731d-cv1
Project No. 9272
08/29/92

PROJECT'S



CURVE DATA TABLE

Curve No.	Stationing	Radius (ft.)	Chord (ft.)	Central Angle (Deg.)	Area (sq. ft.)
1	1+00 to 1+40	100	40	71.56	1,570.80
2	1+40 to 1+80	100	40	71.56	1,570.80
3	1+80 to 2+20	100	40	71.56	1,570.80
4	2+20 to 2+60	100	40	71.56	1,570.80
5	2+60 to 3+00	100	40	71.56	1,570.80
6	3+00 to 3+40	100	40	71.56	1,570.80
7	3+40 to 3+80	100	40	71.56	1,570.80
8	3+80 to 4+20	100	40	71.56	1,570.80
9	4+20 to 4+60	100	40	71.56	1,570.80
10	4+60 to 5+00	100	40	71.56	1,570.80
11	5+00 to 5+40	100	40	71.56	1,570.80
12	5+40 to 5+80	100	40	71.56	1,570.80
13	5+80 to 6+20	100	40	71.56	1,570.80
14	6+20 to 6+60	100	40	71.56	1,570.80
15	6+60 to 7+00	100	40	71.56	1,570.80
16	7+00 to 7+40	100	40	71.56	1,570.80
17	7+40 to 7+80	100	40	71.56	1,570.80
18	7+80 to 8+20	100	40	71.56	1,570.80
19	8+20 to 8+60	100	40	71.56	1,570.80
20	8+60 to 9+00	100	40	71.56	1,570.80

LEGEND

- 1. LOT AREA
- 2. LOT AREA
- 3. LOT AREA
- 4. LOT AREA
- 5. LOT AREA
- 6. LOT AREA
- 7. LOT AREA
- 8. LOT AREA
- 9. LOT AREA
- 10. LOT AREA
- 11. LOT AREA
- 12. LOT AREA
- 13. LOT AREA
- 14. LOT AREA
- 15. LOT AREA
- 16. LOT AREA
- 17. LOT AREA
- 18. LOT AREA
- 19. LOT AREA
- 20. LOT AREA

010533.75

Stationing	Description
1+00	Point of Beginning
1+40	Point of Tangency
1+80	Point of Curvature
2+20	Point of Tangency
2+60	Point of Curvature
3+00	Point of Tangency
3+40	Point of Curvature
3+80	Point of Tangency
4+20	Point of Curvature
4+60	Point of Tangency
5+00	Point of Curvature
5+40	Point of Tangency
5+80	Point of Curvature
6+20	Point of Tangency
6+60	Point of Curvature
7+00	Point of Tangency
7+40	Point of Curvature
7+80	Point of Tangency
8+20	Point of Curvature
8+60	Point of Tangency
9+00	Point of Curvature



STATEMENT OF SURVEY

I, the undersigned, certify that I am a duly qualified and Licensed Surveyor of the State of Indiana, and that I have personally supervised and performed the survey herein described, and that the same has been made in accordance with the provisions of the laws of the State of Indiana, and that the same is true and correct, and that I am not aware of any fraud or collusion in its preparation, and that I am not aware of any fraud or collusion in its preparation, and that I am not aware of any fraud or collusion in its preparation...

APPROVED:

050217

ALLISON HEIGHTS SECTION ONE

AN ADDITION TO MARION COUNTY, INDIANA

HAS BEEN PROVIDED BY:

MARION COUNTY, INDIANA

MPA MARION PLANNING & LAND DEVELOPMENT AUTHORITY
 200 N. MARION STREET, MARION, INDIANA 46753
 PHONE: 765-382-1234 FAX: 765-382-1234
 SHEET 1 OF 2

1. THE BOARD OF HEALTH, MARION COUNTY, INDIANA, HAS THE HONOR TO ANNOUNCE THAT IT HAS ADOPTED THE FOLLOWING RESOLUTIONS...

2. WHEREAS, THE BOARD OF HEALTH, MARION COUNTY, INDIANA, HAS THE HONOR TO ANNOUNCE THAT IT HAS ADOPTED THE FOLLOWING RESOLUTIONS...

3. WHEREAS, THE BOARD OF HEALTH, MARION COUNTY, INDIANA, HAS THE HONOR TO ANNOUNCE THAT IT HAS ADOPTED THE FOLLOWING RESOLUTIONS...

94003378

4. WHEREAS, THE BOARD OF HEALTH, MARION COUNTY, INDIANA, HAS THE HONOR TO ANNOUNCE THAT IT HAS ADOPTED THE FOLLOWING RESOLUTIONS...

ALLISON HEIGHTS SECTION ONE AN ADDITION TO MARION COUNTY, INDIANA

THE PLAT HEREON IS THE FINAL PLAT OF THE SECTION ONE ADDITION TO MARION COUNTY, INDIANA, AS AUTHORIZED BY THE BOARD OF HEALTH, MARION COUNTY, INDIANA, AND AS APPROVED BY THE BOARD OF SUPERVISORS, MARION COUNTY, INDIANA, ON THE 15TH DAY OF JANUARY, 1900.



Attest: My hand and the seal of the Board of Health, Marion County, Indiana, this 15th day of January, 1900.



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ALLISON HEIGHTS SUBDIVISION
DECLARATION OF SEVERAL AND AN EASEMENT

1. INTRODUCTION: The undersigned, the owners of the property described in the attached plat, do hereby declare and establish the several and an easement herein described for the purposes and in accordance with the provisions hereinafter set forth.

2. THE PROPERTY: The property is situated in Marion County, Indiana, and is more particularly described as follows: [Description of property]

3. THE SEVERALS: The severals are as follows: [List of severals]

4. THE EASEMENT: The easement is as follows: [Description of easement]

5. THE DECLARATION: The undersigned hereby declare that the severals and easement herein described are intended to be perpetual and shall inure to the benefit of the parties and their heirs, assigns and assigns forever.

6. THE DECLARATION: The undersigned hereby declare that the severals and easement herein described are intended to be perpetual and shall inure to the benefit of the parties and their heirs, assigns and assigns forever.

7. THE DECLARATION: The undersigned hereby declare that the severals and easement herein described are intended to be perpetual and shall inure to the benefit of the parties and their heirs, assigns and assigns forever.

8. THE DECLARATION: The undersigned hereby declare that the severals and easement herein described are intended to be perpetual and shall inure to the benefit of the parties and their heirs, assigns and assigns forever.

9. THE DECLARATION: The undersigned hereby declare that the severals and easement herein described are intended to be perpetual and shall inure to the benefit of the parties and their heirs, assigns and assigns forever.

10. THE DECLARATION: The undersigned hereby declare that the severals and easement herein described are intended to be perpetual and shall inure to the benefit of the parties and their heirs, assigns and assigns forever.

11. THE DECLARATION: The undersigned hereby declare that the severals and easement herein described are intended to be perpetual and shall inure to the benefit of the parties and their heirs, assigns and assigns forever.

12. THE DECLARATION: The undersigned hereby declare that the severals and easement herein described are intended to be perpetual and shall inure to the benefit of the parties and their heirs, assigns and assigns forever.

13. THE DECLARATION: The undersigned hereby declare that the severals and easement herein described are intended to be perpetual and shall inure to the benefit of the parties and their heirs, assigns and assigns forever.

14. THE DECLARATION: The undersigned hereby declare that the severals and easement herein described are intended to be perpetual and shall inure to the benefit of the parties and their heirs, assigns and assigns forever.

15. THE DECLARATION: The undersigned hereby declare that the severals and easement herein described are intended to be perpetual and shall inure to the benefit of the parties and their heirs, assigns and assigns forever.

16. THE DECLARATION: The undersigned hereby declare that the severals and easement herein described are intended to be perpetual and shall inure to the benefit of the parties and their heirs, assigns and assigns forever.

17. THE DECLARATION: The undersigned hereby declare that the severals and easement herein described are intended to be perpetual and shall inure to the benefit of the parties and their heirs, assigns and assigns forever.

18. THE DECLARATION: The undersigned hereby declare that the severals and easement herein described are intended to be perpetual and shall inure to the benefit of the parties and their heirs, assigns and assigns forever.

19. THE DECLARATION: The undersigned hereby declare that the severals and easement herein described are intended to be perpetual and shall inure to the benefit of the parties and their heirs, assigns and assigns forever.

20. THE DECLARATION: The undersigned hereby declare that the severals and easement herein described are intended to be perpetual and shall inure to the benefit of the parties and their heirs, assigns and assigns forever.

ALLISON HEIGHTS
SECTION TWO
AN ADDITION TO MARION COUNTY, INDIANA



Witness my hand and seal of office this 1st day of January, 1988.

[Signature]
 CLERK OF MARION COUNTY, INDIANA

MFA
 MARION COUNTY, INDIANA
 500124282

93-2131 W.B.C.

Commitment #5

FILED
MAY 22 1993

5

NOTE: Article VI, Section 3(b) of the Metropolitan Development Commission requires use of this form in recording commitments with respect to zoning and approval cases. In accordance with I.C. 36-7-4-077, Resolution No. 83-8-69, 1983 of the Metropolitan Development Commission requires the owner to make Commitment #1.

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH A ZONING OR PROPERTY OR PLAN APPROVAL.

In accordance with I.C. 36-7-4-077, the owner of the real estate located in Madison County, Indiana, which is described below, makes the following COMMITMENTS concerning the use and development of those parcels of real estate:

Legal Description: See Attachment I attached hereto and incorporated herein by reference.

Statement of COMMITMENTS:

1. The owner agrees to abide by the Open Occupancy and Equal Employment Opportunity Commitments required by Metropolitan Development Commission Resolution No. 83-8-69, 1983, which commitments are attached hereto and incorporated herein by reference as Attachment "A".
2. The development of the real estate shall be in substantial conformity with the conceptual site plan dated April 14, 1993 and file dated April 20, 1993 ("Conceptual Site Plan").
3. The Developer will present a plan to the Joint Committee of the Metropolitan Development Commission which does not show a street stub connection to Sherman Avenue and will argue against such a connection.
4. The residential portion of the real estate shall be developed with not more than 110 lots. Lots along the north boundary within the D-4 portion of the real estate shall be developed to the approximate width of the existing lot north of the site. No more than eight (8) lots shall border the north property line within the portion of the real estate zoned D-4, the same being the southern boundary of the Wilkes Addition.
5. No more than five (5) lots shall be developed in the D-5 portion of the real estate along its common boundary with the Wilkes Addition, and such lots shall have a minimum width of the front building setback line of sixty-five feet (65').
6. With the exception of the Landscaping and Tree Conservation Areas, as discussed herein, the wooded areas indicated on the preliminary plat shall be preserved to the extent possible with construction given to the requirements of drainage, utility, and street easements from the Department of Public Works and the Department of Transportation and other agencies. The tree preservation plan shall be developed using the findings of a typical 20' by 20' area survey. The typical 20' by 20' area survey shall indicate all trees larger than 6" in caliper, with one survey being required for every 10 acres of wooded area. The final site plan, submitted for Administrator's approval, shall indicate the wooded areas to be saved by shading or some other means of indicating trees areas to be preserved and shall indicate a proposed method of protection of the trees during construction.
7. The developer shall not, during the development of the real estate, disturb the natural vegetative growth (other than to remove dead plant material, to provide for the construction of any drainage facility required by the Indianapolis Department of Public Works as part of a final approved drainage plan for the development or to provide street easements and to accommodate ingress to and egress from the project as required by the Indianapolis Department of Transportation) from that portion of the real estate indicated

W/RECORD BOOK AND I, SERIAL NUMBER OF RECORDS BY MAY 1993 \$
FORM # 1593-0048343

- in landscape and trees. Contravention Areas on the Conceptual Site Plan ("Tree Contravention Area"). No owner of a lot within a portion of the Tree Contravention Area shall remove any tree within that portion of the Tree Contravention Area located on that lot unless the diameter of the tree is less than six inches (6") at four feet (4') above grade or the tree is dead.
9. Prior to the occupancy of any home on a lot within that portion of the real estate zoned D-3 which abuts the Wilder Addition, the developer shall erect, for the purpose of providing a visual barrier against vehicle headlights, a wood screen or alternative fence along the eastern right-of-way line of the east-west serving road (or approximately 100 feet). The top of the fence shall be approximately 67" above ground level, which may be accomplished by the erection of the four (4) foot (4') fence along the eastern side of the lot and the erection of the four (4') foot (4') fence along the northern side of the lot. The Developer shall obtain any zoning necessary for such barrier. The fence shall be maintained by the homeowner's association.
 10. No two-family houses shall be permitted on any lot within the development.
 11. All homes to be constructed in the development shall be single-family dwellings and shall have a minimum of three bedrooms, two full bathrooms and attached 2-car garages.
 12. All homes to be constructed in the D-4 portion of the development shall have a minimum living area, exclusive of garages and open porches, of 1,400 square feet.
 13. At least fifty percent (50%) of the homes to be constructed in the D-4 portion of the development shall have some masonry (brick or stone) front facades.
 14. All homes to be constructed in the D-3 portion of the development shall have a minimum living area, exclusive of garages and open porches, of 1,100 square feet, except that all lots within said D-3 portion along the common boundary with the Wilder Addition shall have a minimum living area, exclusive of garages and open porches, of 1,400 square feet.
 15. More than fifty percent (50%) of the homes to be constructed in the D-3 portion of the development shall have predominantly masonry (brick or stone) front facades.
 16. All lots along the common boundary with the Wilder Addition shall have minimum rear setbacks of at least thirty (30) feet.
 17. The developer shall organize a homeowners' association.
 18. No home located in the development shall have a flat roof.
 19. The drainage system for the development shall be prepared by Nelson Pundak & Associates or by another licensed professional engineer and comply with the requirements of the Department of Public Works as set forth in the Drainage Code of the City of Indianapolis, Indiana. At least thirty (30) days prior to the final plan meeting, the Developer shall submit the total detailed specifications and/or findings of the drainage plan for the entire site to the respective Presidents, or their delegates, of Wilder Addition and Lake Mitchell Homes for their review and comments.
 20. Right-of-way along Allisonville Road shall be dedicated in accordance with the Throughlance Plan (60 feet) and a 35 foot half right-of-way along East 56th Street shall be dedicated as per the request of the Department of Transportation and no new statements shall be dedicated within the right-of-way.
 21. Site access design, including utility line construction shall be subject to approval of the Department of Transportation. There shall be common access to the real estate from 56th Street labeled by the SUD-1 portion of the real estate and the residential portion of the

real estate, which shall be located upon the S1/4 portion of the real estate at a location acceptable to the Department of Transportation. There shall be no other access off E. 56th Street for the S1/4 portion of the real estate.

22. A site and landscaping plan for the church lot zoned S1/4 shall be submitted for Administrator's Approval prior to obtaining an Improvement Location Permit for the church lot.

23. The Developer shall erect a six foot (6') wood shaker-beam fence along the rear property lines of lots within the D-4 portion of the real estate within sixty (60) foot within fifty (50) feet of E. 56th Street. The six foot barrier strip shall be common front, and the fence shall be maintained by the homeowners' association.

24. Provided that petitions 92-2-127A, 92-2-127B and 92-2-127C are each approved by the City/County Council of the City of Indianapolis and Marion County, Indiana, the owner shall not for a period of ninety (90) days following the adoption of the zoning petition to amend the S1/4, file to a successful challenge. The S1/4 the subject of this commitment includes the entire 7.025 acre, more or less, included in petition 92-2-127 A.

These COMMITMENTS shall be binding on the owner, subsequent owners of the real estate and other persons acquiring an interest therein, provided that Commitment #1 (Open Occupancy and Equal Opportunity Commitment) shall not be binding on an owner, subsequent owners or other persons acquiring an interest therein if such persons are exempt persons or are engaged in an exempt activity as defined as "A", which is attached hereto and incorporated herein by reference. These COMMITMENTS may be modified or terminated by a decision of the Metropolitan Development Commission made at a public hearing after proper notice has been given.

COMMITMENTS contained in this instrument shall be effective upon:

(a) the adoption of rezoning petitions 92-2-127A, 92-2-127B and 92-2-127C by the City/County Council changing the zoning classification of the real estate from a D-4 zoning classification to a S1/4, D-3 and D-4 zoning classification.

and shall continue in effect for as long as the above-described parcels of real estate remain zoned as the S1/4, D-3 and D-4 zoning classifications or until such other time as may be specified herein.

These COMMITMENTS may be enforced jointly or severally by:

1. The Metropolitan Development Commission;

2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerfeet, but not extending six-hundred-fifty (650) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for the rezoning or approval. Owners of real estate entirely located outside Marion County are not included, however. The identity of owners shall be determined from the records in the office of the various Township assessors of Marion County which list the current owners of zoning. (This paragraph defines the category of persons entitled to receive personal notice of the rezoning or approval under the rules in force at the time the commitment was made);

3. Any person who is aggrieved by a violation of either of the Commitments contained in Commitment #1 (Open Occupancy and Equal Employment Opportunity Commitment); and

The undersigned hereby certifies that Division of Development Services of the Department of Metropolitan Development to record this Commitment in the office of the Recorder of Marion County, Indiana, upon final approval of petitions 92-2-127A, 92-2-127B and 92-2-127C.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

1981. IN WITNESS WHEREOF, owner has executed this instrument this 3rd day of January,

Joseph M. Merida
Joseph M. Merida

William Larry Merida
William Larry Merida, Notary Public,
representative of the Estate of
John T. Gredison

STATE OF INDIANA }
COUNTY OF MARION } SS:

Before me, a Notary Public in and for said County and State, personally appeared William Larry Merida, as personal representative of the Estate of John T. Gredison, owner of the real estate who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 3rd day of *January*, 1981.

Signature *William Larry Merida*
Printed *William Larry Merida*
NOTARY PUBLIC

County of Residence:
Marion

My Commission Expires: *12-28-84*
STATE OF INDIANA }
COUNTY OF MARION } SS:

Before me, a Notary Public in and for said County and State, personally appeared Joseph W. Harlick, as personal representative of the Estate of John T. Gredison, owner of the real estate who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 3rd day of *April*, 1981.

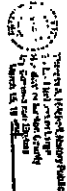
Signature *Joseph W. Harlick*
Printed *Joseph W. Harlick*
NOTARY PUBLIC

County of Residence:
Marion

My Commission Expires: *March 19, 1981*
STATE OF INDIANA }
COUNTY OF MARION } SS:

Before me, a Notary Public in and for said County and State, personally appeared Joseph W. Harlick, as personal representative of the Estate of John T. Gredison, owner of the real estate who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 3rd day of *April*, 1981.



ATTACHMENT "A"

OPEN OCCUPANCY AND EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

- (b) The owner covenants that he shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, handicap or sex in the sale, rental, lease or sublease, including negotiations for the sale, rental, lease or sublease, of the real estate or any portion thereof, including but not limited to:
- a. any building, structure, apartment, single room or suite of rooms or other portion of a building, occupied as or designed or intended for occupancy as living quarters by one or more families or a single individual;
 - b. any building, structure or portion thereof, or any improved or unimproved land utilized or designed or intended for utilization, for business, commercial, industrial or agricultural purposes;
 - c. any vacant or unimproved land offered for sale or lease for any purpose whatsoever;
 - (b) The owner covenants that in the development, sale, rental or other disposition of the real estate or any portion thereof, neither he nor any person engaged by him to develop, sell, rent or otherwise dispose of the real estate, or person thereof shall discriminate against any employee or applicant for employment employed or to be employed in the development, sale, rental or other disposition of the real estate, or portion thereof with respect to hire, tenure, conditions or privileges of employment because of race, color, religion, ancestry, national origin, handicap or sex.

EXEMPT PERSONS AND EXEMPT ACTIVITIES

An exempt person shall mean the following:

1. With respect to commitments (a) and (b) above:
 - (1) any not-for-profit corporation or association organized exclusively for fraternal or religious purposes;
 - (2) any school, educational, charitable or religious institution owned or conducted by, or affiliated with, a church or religious institution;
 - (3) any exclusively social club, corporation or association that is not organized for profit and is not in fact open to the general public; provided that no such entity shall be exempt with respect to a housing facility owned and operated by it if such a housing facility is open to the general public;
2. With respect to commitment b, c, person who employs fewer than six (6) employees within Madison County.

An exempt activity with respect only to commitment (b) shall mean the renting of rooms in a hunting home or resorting home or single-family residential unit, provided, however, the owner of the building will actively maintain and occupy a unit or room in the building as the residence, and, at the time of the rental the owner intends to continue to so occupy the unit or room thereof for an indefinite period subsequent to the rental.

encl: 2

Attachment 1

Ex-1
ZONING DESCRIPTION

A part of the southeast quarter of Section 5, Township 18 North, Range 4 East in Marion County, Indiana, being more particularly described as follows:

Beginning at the intersection of the centerline of Allensville Road with the south line of said Quarter Section, said point being south 89°53'12" East 452.54 feet from the southeast corner thereof; thence north 89°53'12" East along the south line of said Quarter Section a distance of 445.00 feet; thence north 0°00'38" East a distance of 300.00 feet; thence north 72°41'07" East a distance of 300.00 feet; thence north 79°23'02" East a distance of 277.17 feet; thence north 86°21'03" East a distance of 280.00 feet; thence south 87°31'28" East a distance of 65.00 feet to a point on the south line of said Quarter Section; thence south 21°28'02" West a distance of 444.50 feet to the Point of Beginning. Containing 7,025 Acres (306,019 Square Feet), more or less.

Attachment 1
continued

D-4
SOUNDING DESCRIPTION

A part of the Southeast Quarter of Section 8, Township 14 North, Range 2 East, Harrison County, Indiana, being more particularly described as follows:

beginning at a point on the south line of said quarter section, said point being South 89°59'22" East 137.91 feet from the intersection corner of said quarter section, thence South 89°59'22" East along the south line of said quarter section a distance of 146.97 feet; thence North 89°59'22" East a distance of 77 feet; thence South 70°40'24" East a distance of 128.11 feet; thence North 19°59'22" East a distance of 160.09 feet; thence North 43°39'22" East a distance of 130.09 feet; thence North 19°59'22" East along the north line of said quarter section a distance of 146.97 feet; thence North 89°59'22" East parallel with the south line of said Quarter Section and East along the south line of said Quarter Section a distance of 137.91 feet to a point on the southeast corner of said quarter section, thence South 32°48'09" East along said southeast corner of Allen'sville Road a distance of 162.50 feet; thence North 57°33'58" West a distance of 85.00 feet; thence South 89°59'22" East a distance of 289.00 feet; thence North 19°59'22" West a distance of 217.17 feet; thence South 89°59'22" East a distance of 146.97 feet; thence South 67°29'22" West a distance of 162.40 feet; thence South 09°46'28" East a distance of 15.00 feet to the Point of Beginning. Containing 21,709 Acres (949,483 square feet), more or less.

addendum 1
continued

D-4
ZONING DESCRIPTION

A part of the southeast quarter of section 5, Township 15 North, Range 4 East in Harrison County, Indiana, being more particularly described as follows:

Commencing at a point of the south line of said quarter section, said point being south 89°59'22" west 1803.68 feet from the southeast corner the said quarter section; thence north 00°02'05" east a distance of 366.97 feet to the corner of HERRING; thence containing north 00°02'05" east a distance of 80.00 feet; thence north 89°59'22" west a distance of 128.15 feet to a point on the southeast corner of said quarter section; thence north 00°02'05" east a distance of 128.15 feet to a point on the north line of said quarter section; thence north 89°59'22" west a distance of 128.15 feet to a point on the west line of said quarter section; thence south 01°12'50" east along said east line a distance of 604.47 feet to the southwest corner of Wides 9th Addition as per plat thereof recorded in Plat Book 29, Page 105 in the office of the Recorder of Harrison County, Indiana; thence north 89°59'22" east along the south line of said Addition a distance of 30.00 feet; thence south 00°18'28" east a distance of 130.00 feet; thence north 19°59'22" west a distance of 160.00 feet; thence north 79°00'38" west a distance of 128.13 feet; thence south 89°59'22" west a distance of 91.77 feet to the point of beginning. Containing 11.923 Acres (519,328 Square Feet), more or less.