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GENERAL RULES OF THE
ARCHITECTURAL REVIEW BOARD
OF BRADFORD PLACE

The following architectural controls are intended to insure that Bradford Place will remain an aesthetically pleasing residential community in the years to come. These basic controls are adopted pursuant to Article XI, Section 1 (d), of the Declaration of Covenants, Conditions and Restrictions of Bradford Development Corporation, which was recorded in the office of the Marion County Recorder as Document No. 77-71348. The rules and controls hereinafter set forth are not in derogation of any of the covenants, conditions and restrictions contained in said Declaration, but are adopted solely for the purpose of aiding the Architectural Review Board and the residents of Bradford Place in maintaining a consistent application of the principles of environmental harmony set out in said Declaration.

ARTICLE I

PROHIBITED USES

1. No Owner shall be permitted to erect or maintain on any part of Bradford Place (hereinafter referred to as the Properties) any outdoor radio, television or other type of antenna, any temporary or permanent storage buildings or any outdoor clothes drying lines.
2. No Owner shall be permitted to alter the exterior of any of the improvements located on the Properties by the addition of awnings, shutters or flower boxes, or by otherwise changing the exterior of an improvement from its state as it existed on the date it was first conveyed to an Owner by the Developer.

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3. No Owner shall be permitted to burn trash or any other types of refuse on the Properties nor shall any Owner be allowed to put trash out for collection in unsealed containers or paper bags or, except on trash collection days, to leave trash container or trash bags in areas which are visible to the public.

4. No Owner shall be permitted to erect or maintain any sign on the Properties, provided, however, that "For Sale" signs indicating that the Owner's house is for sale may be erected with the prior approval of such sign by the Architectural Review Board.

ARTICLE II

VEHICLES

1. No recreational vehicle, including motor homes, campers, boats, snowmobiles and trailers, may be parked on the Properties on a permanent basis, but such vehicles may be parked in residential driveways for limited periods of time which under no circumstances shall exceed eight (8) hours. In the event that the Architectural Review Board establishes a designated area in the general area of the clubhouse, a recreational vehicle may be parked in such designated area after the owner thereof has first notified the Architectural Review Board, provided, however, the parking must be done neatly and the recreational vehicle must be kept neat.

2. No trucks which display advertising shall be parked by any Owner on any area of the Properties which is visible to the public and no trucks in excess of three-quarter ton shall be operated or parked on the Properties by any Owner

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on a regular basis.

3. No vehicle of any type shall be parked on any street in Bradford Place unless such street has been approved for parking by the Architectural Review Board.
4. No Owner shall be permitted to keep any junk vehicle, house trailer, tractor, truck trailer, house boat or any commercial vehicle on the Properties.
5. No Owner shall be permitted to repair or perform extraordinary maintenance procedures on any vehicle which may be otherwise properly kept on the Properties.

ARTICLE III

IMPROVEMENTS

1. The only improvements to the Properties by an Owner which shall be permissible are: (a) additional landscaping; and (b) construction of a fence around the Owner's patio.
2. No improvement may be commenced without the prior written approval of the Architectural Review Board.
3. All requests by Owners to make improvements must include the following in order to be considered for approval by the Architectural Review Board:
 - (a) A location sketch or drawing showing the area to be improved and the exact improvements which are to be made;
 - (b) in the case of landscaping, a description, including size and species, of all intended plantings;
 - (c) in the case of fencing, a description of the type of fencing to be used and the exact dimensions of such fence;
 - (d) the estimated time for completing the improvements.
4. All fences should be constructed of stone ¹⁰⁰ ~~100~~ rough sand ¹⁹ ~~21~~ 183

cedar and be compatible with the overall architectural scheme of Bradford Place.

5. Refusal or approval of requests to make improvements may be based in whole or in part on purely aesthetic considerations, which, in the sole discretion of the Architectural Review Board, may be sufficient for such refusal or approval.

ARTICLE IV

ANIMALS

1. No Owner shall be permitted to keep any animals on the Properties for commercial breeding purposes.

2. No Owner shall be permitted to keep non-domestic animals on the Properties, nor shall any Owner be permitted to keep domestic animals which create a nuisance by their presence or activities.

ARTICLE V

PROCEDURES

1. Applications for improvements or interpretation of these rules may be made to the Architectural Review Board by contacting any current member of said Board in person or by certified mail. A list of the names and addresses of current Board members shall be furnished upon request by Bradford Place Homeowner's Association, Inc.

2. The Architectural Review Board shall meet from time to time as the members, in their discretion, shall deem advisable given the amount of business to be considered by the Board.

3. All applications properly made to the Architectural Review Board shall be disposed of within thirty (30) days of submittal. The failure to dispose of an application within such time shall be deemed constructive approval of the proposal

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contained in such application.

4. The rules contained herein shall be applicable to all Property heretofore or hereafter brought within the jurisdiction of the Bradford Place Homeowner's Association, Inc.

ARTICLE VI

CONFLICTS

In the case of any conflict between these rules and a provision contained in the Declaration of Covenants, Conditions and Restrictions of Bradford Development Corporation or any Supplemental Declaration of Covenants, Conditions and Restrictions of Bradford Development Corporation the provision contained in said Declaration or such Supplemental Declarations shall control.

ARTICLE VII

AMENDMENTS

These General Rules may be amended by a two-thirds (2/3) vote of the Architectural Review Board following an open hearing which shall be held no sooner than seven (7) days after notice of such hearing is given to the Members of the Association. No amendment to these rules shall be effective unless also approved by two-thirds (2/3) vote of the Board of Directors of the Association.

ARTICLE VIII

EXCEPTIONS

1. Upon the filing of a proper application the Architectural Review Board may, in its discretion, issue permits to temporarily allow conduct or activities otherwise prohibited by these rules.
2. An application for an exception shall state the exact nature of the activities or conduct which is otherwise prohibited, the length of time for which the exception is desired and the reason the exception is desired.

3. Nothing contained in these rules shall prohibit or restrain Bradford Development Corporation from engaging in activity related to the construction of homes in Bradford Place.

ARCHITECTURAL REVIEW BOARD
OF BRADFORD PLACE

Elbert Romeril
Elbert Romeril
Joseph Hanley
Joseph Hanley
William Milakis
William Milakis

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

RECEIVED FOR RECORD
LUCILLE M. ...
RECORD ...
APR 17 3 56 PM '79

Subscribed and sworn to before me, a Notary Public, in and for said County and State, by the ARCHITECTURAL REVIEW BOARD OF BRADFORD PLACE, in the persons of ELBERT ROMERIL, JOSEPH HANLEY and WILLIAM MILAKIS, who acknowledged that they are all of the members of said ARCHITECTURAL REVIEW BOARD OF BRADFORD PLACE and that they have the authority to sign the foregoing General Rules of the Architectural Review Board of Bradford Place on its behalf, this 11th day of April, 1979.

Janet S. Stout
Notary Public
JANET S. STOUT
(Printed)

My Commission Expires: _____
8-9-81
County of Residence: Marion

This Instrument Prepared By:
Marvin J. Frank and
William H. Pope
Attorneys at Law
Suite 400
3737 North Meridian Street
Indianapolis, Indiana 46208

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SUPPLEMENTAL

DECLARATION OF COVENANTS, TO BE 6 2 37 PM '75
CONDITIONS AND RESTRICTIONS

OF

BRADFORD DEVELOPMENT CORPORATION

THIS SUPPLEMENTAL DECLARATION, made on the date hereinafter set forth by Bradford Development Corporation (hereinafter referred to as "Declarant"), a corporation incorporated pursuant to the Indiana General Corporation Act, as amended, currently having its principal office at 5647 Bradston Way, Indianapolis, Indiana 46227.

WITNESSETH:

WHEREAS, by a certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BRADFORD DEVELOPMENT CORPORATION, dated October 24, 1977, and recorded with the Recorder of Marion County, Indiana, as Instrument No. 770071348, [hereinafter referred to as "Declaration"], Declarant did declare that certain real estate described in said Declaration, and therein referred to as "Bradford Place - Phase A" or "Properties", shall be held, sold and conveyed subject to certain easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real estate and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and to inure to the benefit of each owner thereof, said Declaration having been made pursuant to Declarant's

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RECORDER OF MARION CO

desire to create on BRADFORD PLACE - Phase A a residential community with permanent common areas and community facilities for the benefit of said community; said BRADFORD PLACE - Phase A or Properties having been specifically described as "land Description" and "Phase 'A'" on Exhibit "B" attached to and made a part of said Declaration and sometimes referred to in said Declaration as "Exhibit 'A'"; and,

WHEREAS, in said Declaration the Declarant did provide for the right to annex to BRADFORD PLACE - Phase A additional real estate by Supplemental Declaration and,

WHEREAS, Declarant is the owner of certain real estate in Indianapolis, County of Marion, State of Indiana, which is hereinafter referred to as "BRADFORD PLACE - Phase B" or "Properties", which is more particularly described on exhibit "A" attached to this Supplemental Declaration and made a part hereof, and Declarant desires to expand thereon a residential community with permanent common areas for the benefit of said community by annexing BRADFORD PLACE - Phase B; and,

WHEREAS, the Declarant intends to develop the Properties by subdividing the predominant portion of the Properties into "Clusters" which are to be used for residential purposes and will contain common area real estate that is owned by a home-

owners' association [hereinafter referred to as the "Association") to which the owner of a dwelling in the Properties must belong and pay lien-supported maintenance assessments; and

WHEREAS, the Declarant, intends to subdivide a certain portion of the Clusters into Lots for use as residential dwelling; and

WHEREAS, prior to the conveyance of any Lot in a Part of the Properties to an Owner, the Declarant intends to convey a certain portion of the Properties to the Association for the common use and enjoyment of the Owners, subject to the terms of the Declaration and this Supplemental Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the real estate described on Exhibit "A" hereto (subject to easements granted hereinafter) shall be held, sold and conveyed subject to the restrictions, covenants and conditions set forth in the Declaration and this Supplement Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Properties and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Bradford Place Homeowners Associations, Inc., a corporation incorporated pursuant to the Indiana Not-for-Profit Corporation Act of 1971, as amended, and its successors and assigns.

Section 2. "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the certain real estate described on Exhibit "A" hereto (subject to the easements granted herein). BRADFORD PLACE - Phase A and BRADFORD PLACE - Phase B are herein both separately and together referred to as "Properties".

Section 4. "Lot" or "Lots" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. The Declarant has planned One Hundred and Five (105) Lots on BRADFORD PLACE - Phase B which, together with the Common Area real estate, shall be developed in accordance with plans approved by the Plats Committee of the Department of Metropolitan Development of the City of Indianapolis.

Section 5. "Common Area" shall mean and refer to all real estate (including improvements thereto) owned by the Association for the common use and enjoyment of the Owners and shall include all real estate on the Final Plat Documents

which is not a Lot or dedicated roadway.

Section 6. "Declarant" shall mean and refer to Bradford Development Corporation, its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped Lot in BRADFORD PLACE - Phase B from Declarant for purposes of development.

ARTICLE II

AUTHORITY FOR ANNEXATION

This Supplemental Declaration is made pursuant to Article VII, Section 4, paragraph (b) of the Declaration, which provides that the Declarant may annex additional real estate for development pursuant to the general plan contemplated by the Declaration. As required by the Declaration, the annexation made by this Supplemental Declaration is within five years of October 24, 1977 and is from real estate described on Exhibit "C" of the Declaration. The Federal Housing Administration and the Veteran's Administration heretofore reviewed the general plan with respect to all of the real estate described on Exhibit "C" to the Declaration, and there has been no determination and none is expected other than that the annexation to be effectuated by this Supplemental Declaration is in accord with the general plan to the extent necessary to be approved by them. No Federal Housing Administration or Veteran's Administration guaranteed mortgages are currently pending approval and it is anticipated that the annexation to be effectuated by this Supplemental Declaration will not have any effect upon the mortgagability, to the extent needed,

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Part of the Southeast Quarter of Section 3, Township 14 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Quarter Section; thence South 00 degrees 11 minutes 27 seconds West (Assumed Bearing) along the East line of said Quarter-Quarter Section 850.00 feet; thence South 88 degrees 57 minutes 32 seconds West parallel with the South line of said Quarter Quarter Section 520.04 feet; thence North 31 degrees 00 minutes 00 seconds West 730.91 feet to the POINT OF BEGINNING OF THIS DESCRIPTION; thence South 59 degrees 00 minutes 00 seconds West 125.16 feet; thence South 29 degrees 02 minutes 31 seconds West 202.50 feet to a point on the North right-of-way line for Bradston Way, per plans by Mid-States Engineering Co. Inc. for D.O.T. (4.07-D.12) SA-40-48, said point being on a 9.51059 degree curve to the left, the radius point of said curve being South 09 degrees 22 minutes 58 seconds West 602.442 feet from said point; (the next twelve (12) described courses being continuous and contiguous with said North right-of-way line) thence Westerly along said curve; 183.93 feet to the POINT OF TANGENCY thereof, said point being North 08 degrees 06 minutes 37 seconds West 602.442 feet from the radius point of said curve; thence South 81 degrees 53 minutes 23 seconds West 14.874 feet; thence North 63 degrees 58 minutes 25 seconds West 26.578 feet; thence South 82 degrees 09 minutes 35 seconds West 36.00 feet; thence South 47 degrees 27 minutes 20 seconds West 26.676 feet; thence South 81 degrees 53 minutes 23 seconds West 12.703 feet to the POINT OF CURVATURE of a 15.22095 degree curve to the right, the radius point of said curve being North 08 degrees 06 minutes 37 seconds West 376.427 feet from said point; thence Northwesterly along said curve 269.221 feet to the POINT OF TANGENCY thereof, said point being South 32 degrees 52 minutes 04 seconds West 376.427 feet from the radius point of said curve; thence North 57 degrees 07 minutes 56 seconds West 173.789 feet; thence North 26 degrees 11 minutes 10 seconds West 31.241 feet; thence North 67 degrees 02 minutes 11 seconds West 36.00 feet; thence South 75 degrees 42 minutes 33 seconds West 25.28 feet to a point on a 20.42412 degree curve to the left the radius point of said curve being South 18 degrees 32 minutes 20 seconds West 280.53 feet from said point; thence Southwesterly along said curve 364.36 feet to the POINT OF TANGENCY thereof, said point being North 55 degrees 52 minutes 40 seconds West 280.53 feet from the radius point of said curve; thence North 34 degrees 07 minutes 20 seconds East 218.47 feet; thence North 00 degrees 05 minutes 46 seconds East parallel with the West line of the West Half line of said Quarter Section 527.36 feet to a point on the South line of Arlington Acres, Section Three, the plat of which is recorded as Instrument #72-55522 in the Office of the Recorder of Marion County, Indiana and Arlington Acres, Section One, the plat of which is recorder as Instrument #72-55520 in the Office of the Recorder of Marion County, Indiana; thence North 88 degrees 41 minutes 56 seconds East along said South line 734.71 feet to the East line of the West Half of said Quarter Section; thence South 00 degrees 09 minutes 07 seconds West along said East line 340.00 feet to the Northwest corner of the Southeast Quarter of said Quarter Section; thence North 88 degrees 56 minutes 31 seconds East along the North line of the Southeast Quarter of said Quarter Section 555.92 feet; thence South 29 degrees 02 minutes 31 seconds West 250.00 feet to the PLACE OF BEGINNING, containing 15.936 acres more or less.

STATE OF INDIANA)
COUNTY OF MARION) SS:

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Before me, a Notary Public, in and for said County and State appeared BRADFORD DEVELOPMENT CORPORATION by John S. Keevers and Charles E. Delph, its President and Secretary, respectively, who acknowledged the execution of the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions of Bradford Development Corporation for Bradford Place - Phase B, and who, having been duly sworn, stated that the representations contained therein are true.

WITNESS my hand and seal this 1st day of FEBRUARY, 1979.

Betty Arison
Notary Public

My Commission Expires:

11-20-81

County of Residence:

MARION

This instrument prepared by: Marvin J. Fank, Attorney at Law,
3737 North Meridian Street, Suite 400, Indianapolis, Indiana 46208.

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so as to necessarily require additional approval pursuant to Article VII, Section 5 of the Declaration.

ARTICLE III

TITLE TO COMMON AREA

Prior to the conveyance of any Lot to an Owner, the Declarant shall convey to the Association, in fee simple absolute, the Common Area within the Part of the Properties in which said Lot is situated, such conveyance to be subject to taxes current but unpaid at the time of conveyance and to restrictions, conditions, limitations and easements of record. A "Part", as referred to above, shall mean and refer to portions of the Properties designated "Phase B - Part I," "Phase B - Part II", "Phase B - Part III," and "Phase B - Part IV", or otherwise, as such Parts shall be shown on Final Plats approved by the Department of Metropolitan Development of the City of Indianapolis.

ARTICE IV

AMOUNT OF ASSESSMENTS

The annual and special assessments and charges payable to the Association by the Declarant and Owners of Lots within the Properties shall be in such amounts as may be set by the Board of Directors of the Association in the manner provided in Article IV of the Declaration.

ARTICLE V

EASEMENTS

Section 1. Utility Easements. There is hereby created a blanket easement upon, across, over, through and under the

above described premises for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to, water, sewers, gas, telephones, electricity, television, cable or communication line and systems. By virtue of this easement it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of said residence providing such company restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as programmed and approved by the Developer prior to the conveyance of the first Lot in a Parcel to an Owner or by the Architectural Review Board thereafter. This easement shall in no way affect any other recorded easements on said premises. This easement shall be limited to improvements as originally constructed.

Section 3. Developer's Easment to Correct Drainage.

For a period of five (5) years from the date of conveyance of the first Lot in BRADFORD PLACE - Phase B, the Developer reserves a blanket easement and right on, over and under the ground within BRADFORD PLACE - Phase B to maintain

and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

Section 4. Perpetual Easement for Encroachments.

If any portion of the Common Area shall encroach upon any Lot, or if any Lot or any improvement, building, overhang, fixture or other structure or improvements of whatever type shall for any reason encroach upon any other Lot or upon any portion of the Common Area as a result of the construction of the building or improvement or as a result of settling or shifting of the building or improvements, a valid, perpetual easment for the encroachment and for its maintenance is retained by the Declarant for its benefit and for the benefit of the Association and any owner of a Lot whose Lot is affected thereby and shall exist perpetually. In the event the building or the improvement shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any

resulting encroachment shall be permitted, and a valid easement for such encroachments is hereby reserved by the Declarant for its benefit and for the benefit of the Association and any owner of a Lot whose Lot is affected thereby and shall exist perpetually.

Section 5. Easment for Emergency Vehicles and Mail Delivery. There is hereby created upon that portion of the Common Area comprising the private roadways of the Properties an easment for emergency vehicles, including both fire and police as well as an easement for the delivery of mail by properly authorized personnel of the local postal service.

ARTICLE VI

INCORPORATION BY REFERENCE

All provisions of the Declaration, to the extent their application is not contrary to the annexation of the additional real estate by this Supplemental Declaration, are incorporated into and made a part of this Supplemental Declaration, and to the extent that such provisions of the Declaration would apply to rights and responsibilities with respect to BRADFORD PLACE - Phase A such provisions are hereby applied to and with respect to BRADFORD PLACE - Phase B as if set forth fully herein.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Marion County Department of Metropolitan Development, or any Owner, shall have the right to enforce, by any proceeding at law

or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplemental Declaration. Failure by the Association by the Marion County Department of Metropolitan Development or by 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 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Supplemental Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Supplemental Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years commencing October 24, 1977, being the date the Declaration was recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of seventy-five percent (75%) of the Lots has been recorded, agreeing to revoke said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded six (6) months in advance of the effective date of such change, and unless written notice

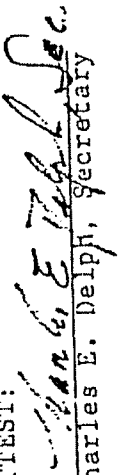
notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken and no such agreement to change shall be effective with respect to any permanent easements or other permanent rights or interest relating to the Common Area herein created. This Supplemental Declaration may be amended during the first twenty (20) years by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in the office of the Recorder of Marion County, Indiana. Wherever used in this Section 3, "Lot" and "Owners" refers to those in the entire of all phases declared by Declarant or hereafter declared with respect to the real estate described in Exhibit "C" to the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of FEBRUARY, 1979.

BRADFORD DEVELOPMENT CORPORATION

By:  John S. Keevers, President

ATTEST:


Charles E. Delph, Secretary

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

OF
BRADFORD DEVELOPMENT CORPORATION

THIS DECLARATION, made on the date hereinafter set forth by Bradford Development Corporation (hereinafter referred to as "Declarant"), a corporation incorporated pursuant to the Indiana General Corporation Act, as amended, having its principal office at 5602 Elmwood Avenue, Indianapolis, Indiana 46203.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate in Indianapolis, County of Marion, State of Indiana, which is more particularly described on Exhibit "A" attached hereto and made a part hereof and Declarant desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community. The real estate described on Exhibit "A" is hereinafter called "BRADFORD PLACE - Phase A" or "Properties" and;

WHEREAS, the Declarant intends to develop the Properties by subdividing the predominant portion of the Properties into "Clusters" which are to be used for residential purposes and will contain common area real estate that is owned by a homeowners' association to which the owner of a dwelling in the Properties must belong and pay lien-supported maintenance assessments, and;

WHEREAS, the Declarant, by this Declaration, intends to subdivide a certain portion of the Clusters into Lots for use as residential dwellings, which Clusters are more particularly illustrated by a schematic Cluster-lot subdivision on Exhibit "B" attached hereto and made a part hereof, and;

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WHEREAS, prior to the conveyance of any Lot in the Properties to an Owner, the Declarant intends to convey a certain portion of the Properties to the Association for the common use and enjoyment of the Owners (subject to the terms of this Declaration) which portion of the Properties is more particularly illustrated as Area III on Exhibit "B", attached hereto and made a part hereof (hereinafter called "Initial Common Area").

WHEREAS, prior to the conveyance of any Lot in a Cluster to an Owner, the Declarant intends to convey a certain portion of the area within that Cluster to the Association for the common use and enjoyment of the Owners (subject to the terms of this Declaration) which shall be either Initial-Cluster Common Area or Final-Cluster Common Area.

NOW, THEREFORE, Declarant hereby declares that all of the real estate described on Exhibit "A" (subject to the easements granted herein) shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real estate and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Bradford Place Homeowners' Association, Inc., a corporation incorporated pursuant to the Indiana Not-for-Profit Corporation Act of 1971, as amended, and its successors and assigns.

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Section 2. "Owner" and "owners" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the certain real estate described on Exhibit "A" (subject to the easements granted herein) and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Cluster" shall mean and refer to a Cluster as approved by the Plats Committee of the Metropolitan Department of Development of the City of Indianapolis as more particularly illustrated on Area I of Exhibit "B". Each Cluster, as shown on Area I of Exhibit "B", is to contain a contiguous group of Lots, with the remaining area in each Cluster being Common Area as hereinafter described.

Section 5. "Lot" or "Lots" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. The Declarant has planned Fifty-Nine (59) Lots on the Properties as more particularly illustrated on Area II of Exhibit "B". Each Lot shall contain a single family residential dwelling of not less than One Thousand (1,000) square feet of gross living area. In addition, each Lot shall include a patio area of not less than Four hundred (400) square feet which shall be contiguous and appurtenant to the aforementioned Lot area. The locations of the Lots on the Properties as illustrated on Area II of Exhibit "B" are proposed locations and the Declarant reserves the right, prior to final platting of all or any portion of the Lots, to relocate all or a

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portion of the Lots within the Clusters on Exhibit "B"; provided, however, that in no event shall such relocation result in a density of units per acre within a Cluster which is higher than the density resulting from the initial locations as shown on Exhibit "B".

Section 6. "Common Area" shall mean all the real estate (including improvements thereto) owned by the Association for the common use and enjoyment of the Owners, and shall include the Initial Common Area, the Initial-Cluster Common Area and the Final-Cluster Common Area as hereinafter defined.

Section 7. "Initial Common Area" shall include all the real estate, shown as Area III on Exhibit "B", which is attached hereto and made a part hereof, and shall be owned by the Association at the time of the conveyance of the first lot to an Owner.

Section 8. "Initial Cluster - Common Area" shall include all the real estate (including improvements thereto), other than the Lots, located within each Cluster, as illustrated on the unrecorded Preliminary Plat Documents approved by the Plats Committee of the Metropolitan Department of Development of the City of Indianapolis. In the event the Declarant relocates the Lots within a Cluster as provided in Section 5 of this Article then the illustration of the Initial-Cluster Common Area shall be correspondingly adjusted.

Section 9. "Final-Cluster Common Area" shall include all the real estate (including improvements thereto), other than the Lots, located within each Cluster, as described on the Final Plat Documents of each Cluster. The Final-Cluster Common Area shall be owned by the Association at the time of the conveyance of the first Lot within each Cluster. The Final-Cluster Common Area, as shown on the Final Plat Documents, shall include the Initial Common Area and any additional area on the Final Plat Documents which is not a Lot or dedicated roadway.

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Section 10. "Declarant" shall mean and refer to Bradford Development Corporation, its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facility by an Owner for any period during which any assessment or portion thereof against his lot remains unpaid; and, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each Class of Members of the Association has been recorded.
- (d) The right of individual Owners to the exclusive use of the parking spaces as provided in this Article.

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Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. In addition to the exclusive use of the respective attached garages upon the Lots, ownership of each Lot shall entitle an Owner or Owners thereof to the exclusive use of that portion of the Common Area which comprises the driveway leading from the street to the aforementioned attached garages.

Section 4. Title to Initial Common Area. The Declarant shall convey the Initial Common Area to the Association, in fee simple absolute at the time of the first conveyance of a Lot, such conveyance to be subject to taxes current but unpaid at the time of conveyance, and to restrictions, conditions, limitations and easements of record.

Section 5. Title to Final-Cluster Common Area. The Declarant shall convey the Final-Cluster Common Area (which includes the Initial-Cluster Common Area) of each Cluster, in fee simple absolute, to the Association at the time of the first conveyance of a Lot in such Cluster, such conveyance to be subject to taxes current but unpaid at the time of conveyance and to restrictions, conditions, limitations and easements of record.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

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(a) Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person has an interest in any Lot, all such persons shall be Member. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. A person, group of persons or entity who holds an interest in a Lot solely as a security for the performance of an obligation shall not be considered an Owner for purposes of membership in Class A.

(b) Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership, or;

(ii) On June 1, 1979

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments and charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with

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interest, costs, reasonable attorney's fees, and any other obligation which may be charged to Owner pursuant to this Declaration shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or charge is made. Each such assessment, or charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement, maintenance, repairs and replacement of the Common Area and for the improvement and maintenance of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$ 500.00 per Lot, which shall be due and payable in equal monthly installments.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each Year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of

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Members who are voting in person or by proxy, at a meeting duly called for his purpose.

(c) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent to two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 or 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

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Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area, or any part thereof. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall ~~revoke~~ such ~~lot~~ from

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liability for any assessments thereafter becoming due or from the lien thereof.

.ARTICLE V

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: Paint, repair, replacement and care of roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a lot or the improvement thereon is caused through the willful or negligent act of its Owner or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject, and such additional amount shall be payable in a lump sum or over such period of time as determined by the Board of Directors of the Association.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes on the Properties and placed on the dividing line between the Lots shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law of the State of Indiana regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the Wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the Wall may restore it, and if the other Owners thereafter make use of the Wall, they shall contribute to the cost of the restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to su Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by the majority of all the arbitrators.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, The Marion County Department of Metropolitan Development, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now hereafter

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imposed by the provisions of this Declaration. Failure by the Association by the Marion County Department of Metropolitan Development or by 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 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner or any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of seventy five percent (75%) of the lots has been recorded, agreeing to revoke said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded six (6) months in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken and no such agreement to change shall be effective with respect to any permanent easements or other permanent rights or interest relating to the Common Area herein created. This Declaration may be amended during the first twenty (20) years by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument by not less

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than seventy five (75%) percent of the Lot Owners. Any amendment must be recorded in the office of the Recorder of Marion County, Indiana.

Section 4. Annexation.

(a) Additional residential real estate and Common Area from real estate not described on Exhibit "C" attached hereto may be annexed to the Properties with the consent of two-thirds (2/3) of the votes of each Class of Members.

(b) Additional real estate described on Exhibit "C" attached hereto and made a part hereof may be annexed to Properties by Declarant without the consent of Members within five (5) years of the date of this Declaration provided that the Federal Housing Administration and Veteran's Administration shall determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5. PMA/VA Approval. As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration and the Veteran's Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE VIII

MORTGAGEES' RIGHTS

Section 1. Notice of Mortgagees of the Lots. Upon written request by a mortgagee to the Association, mortgagee of a Lot shall be entitled to receive written notification of any default, not cured within thirty (30) days after its occurrence, by the Owner of the Lot of any obligation of the Owner under the Declaration, the By-Laws of the Association or the Articles of Incorporation of the Association. The request for notification can be made by any mortgagee of a Lot, its successor or assign. The notification

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shall be sent not later than the 35th day after the occurrence of an uncured default.

Section 2. Rights of First Refusal. No mortgagee, its successor or assignor, of a Lot, who comes into possession of that Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or in a deed or assignment taken in lieu of foreclosure, shall be subject to any rights of first refusal which the Owner may have given to the Association or other Owners of the Lots.

Section 3. Mortgages Take Free of Claims. Any mortgagee who comes into possession of a lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or in a deed or assignment in lieu of foreclosure, shall take the Lot free of unpaid charges or assessments which accrued prior to the time such mortgagee comes into possession of a Lot.

Section 4. Rights of Mortgagee. Unless seventy five percent (75%) or more of the votes of the mortgagees (based on one vote for each first mortgage owned) of the individual Lots have given their prior written approval, the Association shall not:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Properties or Common Areas or improvements located thereon which are owned directly or indirectly by the Association for the benefit of the Lots. The granting of easements with the intended use of the Properties by the Association shall not be deemed a transfer within the meaning of this clause.
- (b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot or Owner.

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- (c) By act or omission, change, waive or abandon any scheme or regulation or enforcement thereof pertaining to the architectural design or exterior appearance of the Lots, the maintenance of the exterior maintenance of the Lots, the maintenance of Party Walls or common fences, driveways or the upkeep of lawns and plantings in the Properties.
- (d) Fail to maintain fire and extended coverage insurance on insurable common property on a current replacement cost in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost) such insurance to cover losses or damage resulting from fire, sprinkler leakage if common property is sprinklered, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage or other hazard including such risks as shall customarily be covered with respect to property similar in construction, location and use.
- (e) Use hazard insurance proceeds for losses to any common property for other than the repair, replacement or reconstruction of such improvements.
- (f) Fail to maintain fidelity bonds, in an amount equal to one hundred fifty percent (150%) of the estimated annual operating expenses, on anyone involved in the handling of Association funds, said bonds to be obtained pursuant to the requirements of the Federal National Mortgage Association.
- (g) Fail to maintain a comprehensive policy of public liability insurance covering all of the Common Areas and commercial spaces located in the "planned unit development" at 1007 15th St. N.W., Washington, D.C. 20004.

development" insuring the Association for not less than one million dollars (\$1,000,000) covering all claims for personal injury and for property damage arising out of a single occurrence such coverage to protect against all risks customarily covered with respect to property similar in construction, location and use.

Section 5. Right to Examine Books and Records. Mortgagees, their successors or assigns, shall have the right to examine the books and records of the Association.

Section 6. Taxes and Insurance Premiums. A mortgagee of a Lot, whether the mortgage on the Lot is current or in default, may pay the taxes or other charges which are in default and which may have become a charge against any Common Area, and may pay overdue premiums on hazard insurance policies insuring the Common Area or any part thereof, or secure new hazard insurance coverage upon the lapse of a policy for such Common Area, and the mortgagee making such payments shall be entitled to immediate reimbursement therefor from the Association. The entitlement to such reimbursement shall be reflected by an agreement in favor of the mortgagee of a Lot duly executed by the Association.

Section 7. Insurance and Condemnation Awards. No Owner or any other party shall have priority over any rights of mortgagees of the Lots in the event of distributions of insurance proceeds or condemnation awards for losses to or taking of the Common Area.

ARTICLE IX

INSURANCE AND TAXES

Section 1. Property Insurance. Every Owner shall maintain property insurance on the improvements made to said Owner's property,

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including the buildings on said property and regardless of whether the improvements were made prior or subsequent to the Owner obtaining possession, in an amount equal to one hundred percent (100%) of the full replacement value of the improvements (exclusive of land, excavation and foundation costs), and shall provide evidence of such insurance as may be required by the Association. Such insurance must afford protection against at least the following:

1. loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage if a building is sprinklered, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and
2. such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

Section 2. Insurance Proceeds. Every owner shall use all proceeds from the property insurance maintained in Section 1 for no other purpose than to repair, replace or reconstruct the improvements on the insured property. Such repair, replacement or reconstruction shall be commenced and completed as quickly as possible under the circumstances.

Section 3. Inadequate Insurance. In the event that the improvements to any Lot are damaged or destroyed and the Owner of said Lot has failed to maintain an adequate amount of insurance or has failed to apply the proceeds of such insurance to the repair, replacement or reconstruction of such damaged or destroyed improvements or if the insurance is inadequate for any other reason, the Association shall have the power to make the necessary contracts

for the repair, replacement or construction of the improvements on such Owner's property, with the cost of such repair, replacements or reconstruction becoming a charge and lien on the property of such Owner and such charge is to be paid and, be a claim against such Owner.

Section 4. Taxes. Owner shall pay all installments of real estate taxes on the Lot or Lots owned by him. In the event that any installment of such taxes becomes delinquent then the Association shall have the right to pay such installments, and any amount so paid by the Association shall become a lien on such Owner's property in accordance with the provisions in Article IV, Section 1 of this Declaration.

ARTICLE X

ARCHITECTURAL CONTROL

Section 1. The Architectural Review Board. An Architectural Review Board consisting of three (3) or more persons shall be appointed by the Class B Member. At such time as the Class B membership expires, members of the Architectural Review Board shall be appointed by the Board of Directors of the Association for a term of one (1) year or until their successor has been appointed and qualified.

Section 2. Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

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Section 3. Conditions. Improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Property or the improvements located thereon from its natural or improved state existing on the date such Property was first conveyed in fee by the Developer to an Owner shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, or improved, altered, made or done without the prior written approval of the Architectural Review Board.

Section 4. Sight Distances. 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, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight-line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. 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 5. Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Architectural Review Board decision to the Board

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of Directors of the Association, which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors present and voting.

ARTICLE XI

USE OF PROPERTY:

Section 1. Protective Covenants.

(a) Residential Use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a lot and improvements thereon to a single family, subject to all of the provisions of the Declaration.

(b) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(c) Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

(d) Other Restrictions. Upon conveyance of the first lot to an Owner, the Architectural Review Board shall adopt general rules to interpret the covenants in this Section, including but not limited to rules to regulate animals, antennas, signs, storage, maintenance, and use of recreational vehicles, campers boats or other vehicles, storage and use of machinery, use of outdoor drying lines, burning of trash and storage of trash containers, planting, maintenance and removal of vegetation on the Properties. Except as may be provided by the Architectural Review Board no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house

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trailer, boat or the like, shall be kept upon the Properties nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon, except in the case of temporary emergencies which necessitate such action. Upon or before conveyance of the first lot in any annexation which is to be added to the Properties, the Architectural Review Board shall adopt general rules appropriate thereto. Such general rules may be amended by a two-thirds (2/3) vote of the Architectural Review Board, following a public hearing for which due notice has been provided, and pursuant to an affirmative vote of two-thirds (2/3) of the Board of Directors. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and recorded in the public land records.

(c) Exceptions. The Architectural Review Board may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

Section 2. Utility Easements. There is hereby created a blanket easement upon, across, over, through and under the above described premises for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to, water, sewers, gas, telephones, electricity, television, cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of said residence providing such company restores disturbed areas to the condition in which they were found. Notwithstanding anything to

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the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as programmed and approved by the Developer prior to the conveyance of the first Lot in a Parcel to an Owner or by the Architectural Review Board thereafter. This easement shall in no way affect any other recorded easements on said premises. This easement shall be limited to improvements as originally constructed.

Section 3. Developer's Easement to Correct Drainage. For a period of five (5) years from the date of conveyance of the first Lot in the Properties, the Developer reserves a blanket easement and right on, over and under the ground within the Properties to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

Section 4. Perpetual Easement for Encroachments. If any portion of the Common Area shall encroach upon any Lot, or if any Lot or any improvement, building, overhang, fixture or other structure or improvements of whatever type shall for any reason encroach upon any other Lot or upon any portion of the Common Area as a result of the construction of the building or improvements, or as a result of settling or shifting of the building or improvements, a valid, perpetual easement for the encroachment and for its main-

tenance is retained by the Declarant for its benefit and for the benefit of the Association and any owner of a Lot whose Lot is affected thereby and shall exist perpetually. In the event the building or the improvement shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment shall be permitted, and a valid easement for such encroachments is hereby reserved by the Declarant for its benefit and for the benefit of the Association and any owner of a Lot whose Lot is affected thereby and shall exist perpetually.

Section 5. Easement for Emergency Vehicles and Mail Delivery.

There is hereby created upon that portion of the Common Area comprising the private roadways of the Properties an easement for emergency vehicles, including both fire and police as well as an easement for the delivery of mail by properly authorized personnel of the local postal service.

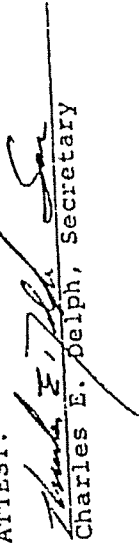
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 24th day of

October, 1977.

BRADFORD DEVELOPMENT CORPORATION

By:  John S. Keevers, President

ATTEST:


Charles E. Delph, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State appeared BRADFORD DEVELOPMENT CORPORATION by John S. Keevers and

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Charles A. Delph, its President and Secretary, respectively, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions of Bradford Development Corporation for Bradford Place and who, having been duly sworn, stated that the representations contained therein are true.

WITNESS my hand and seal this 24th day of October, 1977.

Walter J. Stout
NOTARY PUBLIC

MY COMMISSION EXPIRES:

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This instrument was prepared by: Marvin J. Frank, Attorney at Law
3737 North Meridian Street, Suite 400, Indianapolis, Indiana 46208.

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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

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OF

BRADFORD DEVELOPMENT CORPORATION

THIS SUPPLEMENTAL DECLARATION, made on the date hereinafter set forth by Bradford Development Corporation (hereinafter referred to as "Declarant"), a corporation incorporated pursuant to the Indiana General Corporation Act, as amended, currently having its principal office at 5647 Bradston Way Indianapolis, Indiana 46227.

WITNESSETH:

WHEREAS, by a certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BRADFORD DEVELOPMENT CORPORATION, dated October 24, 1977, and recorded with the Recorder of Marion County, Indiana, as Instrument No. 770071348, [hereinafter referred to as "Declaration"], Declarant did declare that certain real estate described in said Declaration, and therein referred to as "Bradford Place - Phase A" or "Properties", shall be held, sold and conveyed subject to certain easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real estate and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and to inure to the benefit of each owner thereof, said Declaration having been made pursuant to Declarant's

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desire to create on BRADFORD PLACE - Phase A a residential community with permanent common areas and community facilities for the benefit of said community; said BRADFORD PLACE - Phase A or Properties having been specifically described as "Land Description" and "Phase 'A'" on Exhibit "R" attached to and made a part of said Declaration and sometimes referred to in said Declaration as "Exhibit 'A'"; and,

WHEREAS, in said Declaration the Declarant did provide for the right to annex to BRADFORD PLACE - Phase A additional real estate by Supplemental Declaration and,

WHEREAS, Declarant is the owner of certain real estate in Indianapolis, County of Marion, State of Indiana, which is hereinafter referred to as "BRADFORD PLACE - Phase B" or "Properties", which is more particularly described on exhibit "A" attached to this Supplemental Declaration and made a part hereof, and Declarant desires to expand thereon a residential community with permanent common areas for the benefit of said community by annexing BRADFORD PLACE - Phase B; and,

WHEREAS, the Declarant intends to develop the Properties by subdividing the predominant portion of the Properties into "Clusters" which are to be used for residential purposes and will contain common area real estate that is owned by a home-

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owners' association [hereinafter referred to as the "Association."] to which the owner of a dwelling in the Properties must belong and pay lien-supported maintenance assessments; and

WHEREAS, the Declarant, intends to subdivide a certain portion of the Clusters into Lots for use as residential dwellings; and

WHEREAS, prior to the conveyance of any Lot in a Part of the Properties to an Owner, the Declarant intends to convey a certain portion of the Properties to the Association for the common use and enjoyment of the Owners, subject to the terms of the Declaration and this Supplemental Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the real estate described on Exhibit "A" hereto (subject to easements granted hereinafter) shall be held, sold and conveyed subject to the restrictions, covenants and conditions set forth in the Declaration and this Supplement Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the Properties and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Bradford Place Homeowners Association, Inc., a corporation incorporated pursuant to the Indiana Not-for-Profit Corporation Act of 1971, as amended, and its successors and assigns.

Section 2. "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding, those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the certain real estate described on Exhibit "A" hereto (subject to the easements granted herein). BRADFORD PLACE - PHASE A and BRADFORD PLACE - PHASE B are herein both separately and together referred to as "Properties".

Section 4. "Lot" or "Lots" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. The Declarant has planned One Hundred and Five (105) Lots on BRADFORD PLACE - Phase B which, together with the Common Area real estate, shall be developed in accordance with plans approved by the Plats Committee of the Department of Metropolitan Development of the City of Indianapolis.

Section 5. "Common Area" shall mean and refer to all real estate (including improvements thereto) owned by the Association for the common use and enjoyment of the Owners and shall include all real estate on the Final Plat Documents

which is not a Lot or dedicated roadway.

Section 6. "Declarant" shall mean and refer to Bradford Development Corporation, its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped Lot in BRADFORD PLACE - Phase B from Declarant for purposes of development.

ARTICLE II

AUTHORITY FOR ANNEXATION

This Supplemental Declaration is made pursuant to Article VII, Section 4, paragraph (b) of the Declaration, which provides that the Declarant may annex additional real estate for development pursuant to the general plan contemplated by the Declaration. As required by the Declaration, the annexation made by this Supplemental Declaration is within five years of October 24, 1977 and is from real estate described on Exhibit "C" of the Declaration. The Federal Housing Administration and the Veteran's Administration heretofore reviewed the general plan with respect to all of the real estate described on Exhibit "C" to the Declaration, and there has been no determination and none is expected other than that the annexation to be effectuated by this Supplemental Declaration is in accord with the general plan to the extent necessary to be approved by them. No Federal Housing Administration or Veteran's Administration guaranteed mortgages are currently pending approval and it is anticipated that the annexation to be effectuated by this Supplemental Declaration will not have any effect upon the mortgageability, to the extent needed,

so as to necessarily require additional approval pursuant to Article VII, Section 5 of the Declaration.

ARTICLE III

TITLE TO COMMON AREA

Prior to the conveyance of any Lot to an Owner, the Declarant shall convey to the Association, in fee simple absolute, the Common Area within the Part of the Properties in which said Lot is situated, such conveyance to be subject to taxes current but unpaid at the time conveyance and to restrictions, conditions, limitations and easements of record. A "Part", as referred to above, shall mean and refer to portions of the Properties designated "Phase B - Part I," "Phase B - Part II", "Phase B - Part III," and "Phase B - Part IV , or otherwise, as such Parts shall be shown on Final Plats approved by the Department of Metropolitan Development of the City of Indianapolis.

ARTICLE IV

AMOUNT OF ASSESSMENTS

The annual and special assessments and charges payable to the Association by the Declarant and Owners of Lots within the Properties shall be in such amounts as may be set by the Board of Directors of the Association in the manner provided in Article IV of the Declaration.

ARTICLE V

EASEMENTS

Section 1. Utility Easements. There is hereby created a blanket easement upon, across, over, through and under the

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above described premises for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to, water, sewers, gas, telephones, electricity, television, cable or communication line and systems. By virtue of this easement it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of said residence providing such company restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as programmed and approved by the Developer prior to the conveyance of the first lot in a Parcel to an Owner or by the Architectural Review Board thereafter. This easement shall in no way affect any other recorded easements on said premises. This easement shall be limited to improvements as originally constructed.

Section 3. Developer's Easement to Correct Drainage.

For a period of five (5) years from the date of conveyance of the first lot in BRADFORD PLACE - Phase B, the Developer reserves a blanket easement and right on, over and under the ground within BRADFORD PLACE - Phase B to maintain

and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

Section 4. Perpetual Easement for Encroachments.

If any portion of the Common Area shall encroach upon any lot, or if any lot or any improvement, building, overhang, fixture or other structure or improvements of whatever type shall for any reason encroach upon any other lot or upon any portion of the Common Area as a result of the construction of the building or improvement or as a result of settling or shifting of the building or improvements, a valid, perpetual easement for the encroachment and for its maintenance is retained by the Declarant for its benefit and for the benefit of the Association and any owner of a lot whose lot is affected thereby and shall exist perpetually. In the event the building or the improvement shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any

resulting encroachments shall be permitted, and a valid easement for such encroachments is hereby reserved by the Declaration for its benefit and for the benefit of the Association and any owner of a Lot whose Lot is affected thereby and shall exist perpetually.

Section 5. Easement for Emergency Vehicles and Mail Delivery. There is hereby created upon that portion of the Common Area comprising the private roadways of the Properties an easement for emergency vehicles, including both fire and police as well as an easement for the delivery of mail by properly authorized personnel of the local postal service.

ARTICLE VI

INCORPORATION BY REFERENCE

All provisions of the Declaration, to the extent their application is not contrary to the annexation of the additional real estate by this Supplemental Declaration, are incorporated into and made a part of this Supplemental Declaration, and to the extent that such provisions of the Declaration would apply to rights and responsibilities with respect to BRADFORD PLACE - Phase A such provisions are hereby applied to and with respect to BRADFORD PLACE - Phase B as if set forth fully herein.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Marion County Department of Metropolitan Development, or any Owner, shall have the right to enforce, by any proceeding at law

or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplemental Declaration. Failure by the Association by the Marion County Department of Metropolitan Development or by 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 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Supplemental Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Supplemental Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years commencing October 24, 1977, being the date the Declaration was recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of seventy-five percent (75%) of the Lots has been recorded, agreeing to revoke said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded six (6) months in advance of the effective date of such change, and unless written notice

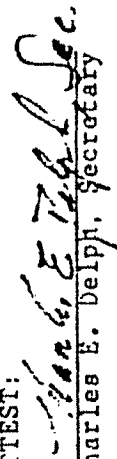
notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken and no such agreement to change shall be effective with respect to any permanent easements or other permanent rights or interest relating to the Common Area herein created. This Supplemental Declaration may be amended during the first twenty (20) years by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in the office of the Recorder of Marion County, Indiana. Wherever used in this Section 3, "Lot" and "Owners" refers to those in the entire of all phases declared by Declarant or hereafter declared with respect to the real estate described in Exhibit "C" to the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15th day of FEBRUARY, 1979.

BRADFORD DEVELOPMENT CORPORATION

By:  John S. Keevers, President

ATTEST:


Charles E. Delp, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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Before me, a Notary Public, in and for said County and State appeared BRADFORD DEVELOPMENT CORPORATION by John S. Keevera and Charles E. Delp, its President and Secretary, respectively, who acknowledged the execution of the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions of Bradford Development Corporation for Bradford Place - Phase B, and who, having been duly sworn, stated that the representations contained therein are true.

WITNESS my hand and seal this 1st day of FEBRUARY, 1979.

Betty Aniscom
Notary Public

My Commission Expires:

11-20-81

County of Residence:

MARION

This instrument prepared by: Marvin J. Fank, Attorney at Law,
3737 North Meridian Street, Suite 400, Indianapolis, Indiana 46208.

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Part of the Southeast Quarter of Section 3, Township 14 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Quarter Section; thence South 00 degrees 11 minutes 27 seconds West (Assumed Bearing) along the East line of said Quarter-Quarter Section 850.00 feet; thence South 88 degrees 57 minutes 32 seconds West parallel with the South line of said Quarter-Quarter Section 520.04 feet; thence North 31 degrees 00 minutes 00 seconds West 730.91 feet to the POINT OF BEGINNING OF THIS DESCRIPTION; thence South 59 degrees 00 minutes 00 seconds West 125.16 feet; thence South 29 degrees 02 minutes 31 seconds West 202.50 feet to a point on the North right-of-way line for Bradston Way, per plans by Mid-States Engineering Co. Inc. for D.O.T. (4.07-D.12) SA-10-48, said point being on a 9.51059 degree curve to the left, the radius, point of said curve being South 09 degrees 22 minutes 58 seconds West 602.442 feet from said point; (the next twelve (12) described courses being continuous and contiguous with said North right-of-way line) thence Westerly along said curve 183.93 feet to the POINT OF TANGENCY thereof, said point being North 08 degrees 06 minutes 37 seconds West 602.442 feet from the radius point of said curve; thence South 81 degrees 53 minutes 23 seconds West 14.874 feet; thence North 63 degrees 58 minutes 25 seconds West 26.578 feet; thence South 82 degrees 09 minutes 35 seconds West 36.00 feet; thence South 47 degrees 27 minutes 20 seconds West 26.676 feet; thence South 81 degrees 53 minutes 23 seconds West 12.703 feet to the POINT OF CURVATURE of a 15.22095 degree curve to the right, the radius point of said curve being North 08 degrees 06 minutes 37 seconds West 376.427 feet from said point; thence Northwesterly along said curve 269.221 feet to the POINT OF TANGENCY thereof, said point being South 32 degrees 52 minutes 04 seconds West 376.427 feet from the radius point of said curve; thence North 57 degrees 07 minutes 56 seconds West 173.789 feet; thence North 26 degrees 11 minutes 10 seconds West 31.241 feet; thence North 67 degrees 02 minutes 11 seconds West 36.00 feet; thence South 75 degrees 42 minutes 33 seconds West 25.28 feet to a point on a 20.42412 degree curve to the left the radius point of said curve being South 18 degrees 32 minutes 20 seconds West 280.53 feet from said point; thence Southwesterly along said curve 364.76 feet to the POINT OF TANGENCY thereof, said point being North 55 degrees 52 minutes 40 seconds West 280.53 feet from the radius point of said curve; thence North 34 degrees 07 minutes 20 seconds East 218.47 feet; thence North 00 degrees 05 minutes 46 seconds East parallel with the West line of the West Half of said Quarter Section 527.36 feet to a point on the South line of Arlington Acres, Section Three, the plat of which is recorded as Instrument #72-55522 in the Office of the Recorder of Marion County, Indiana and Arlington Acres, Section One, the plat of which is recorder as Instrument #72-55520 in the Office of the Recorder of Marion County, Indiana; thence North 88 degrees 41 minutes 56 seconds East along said South line 734.71 feet to the East line of the West Half of said Quarter Section; thence South 00 degrees 09 minutes 07 seconds West along said East line 340.00 feet to the Northwest corner of the Southeast Quarter of said Quarter Section; thence North 88 degrees 56 minutes 31 seconds East along the North line of the Southeast Quarter of said Quarter Section 555.92 feet; thence South 29 degrees 02 minutes 31 seconds West 250.00 feet to the PLACE OF BEGINNING, containing 15.936 acres more or less.