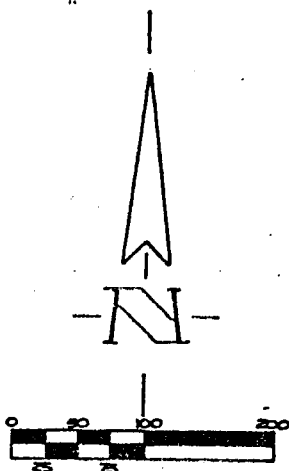


NW COR., NW 1/4 NW 1/4
SEC. 8-17-4

NORTH LINE, NY

NE COR. "Glenwood
Subdivision"

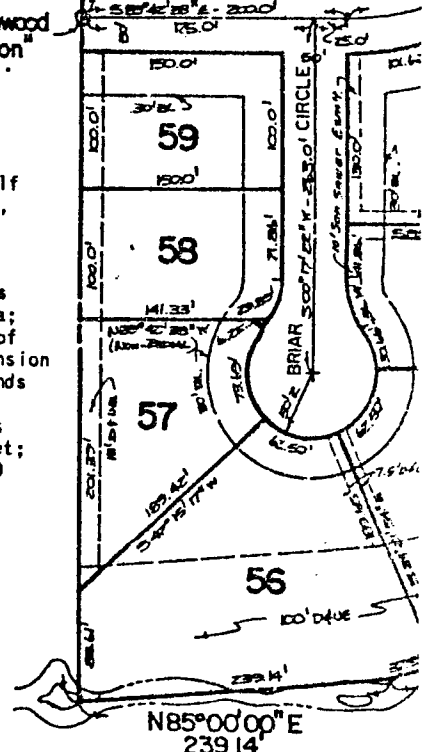
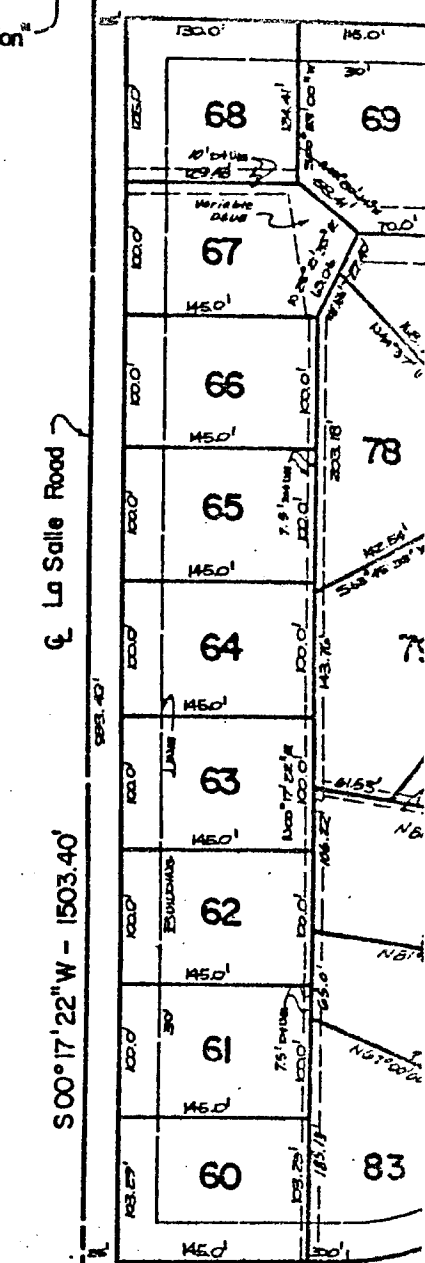
BRIAR CREEK SECTION ONE



La Salle Road

S 00° 17' 22" W - 1503.40'

SE COR. "Glenwood
Subdivision"



CERTIFICATE OF SURVEY

I, the undersigned, hereby certify, that the within plat represents a part of the West Half of the Northwest Quarter of Section 8, Township 17 North, Range 4 East in Hamilton County, Indiana, being more particularly described as follows:

Beginning at an iron pipe marking the Northwest corner of the said Half Quarter Section, said point also being the Northeast corner of "Glenwood Subdivision", the plat of which is recorded in Plat Book 3, page 45 in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 17 minutes 22 seconds West (Assumed Bearing) along the East line of "Glenwood Subdivision", as now monumented and the centerline of LaSalle Road and the extension of said East line and centerline 1503.40 feet; thence North 85 degrees 00 minutes 00 seconds East 239.14 feet; thence North 79 degrees 18 minutes 03 seconds East 256.91 feet; thence North 24 degrees 24 minutes 08 seconds East 39.97 feet; thence South 87 degrees 58 minutes 24 seconds East 424.59 feet; thence South 55 degrees 00 minutes 00 seconds East 206.99 feet; thence South 21 degrees 00 minutes 00 seconds East 119.99 feet; thence North 66 degrees 00 minutes 20 seconds East 211.62 feet; thence North 00 degrees 32 minutes 20 seconds East 1545.31 feet to a railroad spike in the surface of East 106th Street marking the Northeast corner of said Half Quarter Section, said railroad spike being in the centerline of East 106th street; thence North 89 degrees 27 minutes 00 seconds West along the North line of said Half Quarter Section and said centerline a distance of 1344.39 feet to the POINT OF BEGINNING, containing 45.189 acres, more or less.

This subdivision consists of 83 lots numbered from 1 through 83, both inclusive, together with streets, easements, and public ways as shown on the within plat.

The size of lots and width of streets and easements are shown in figures denoting feet and decimal parts thereof.

WITNESS MY SIGNATURE this 11 July 1973.



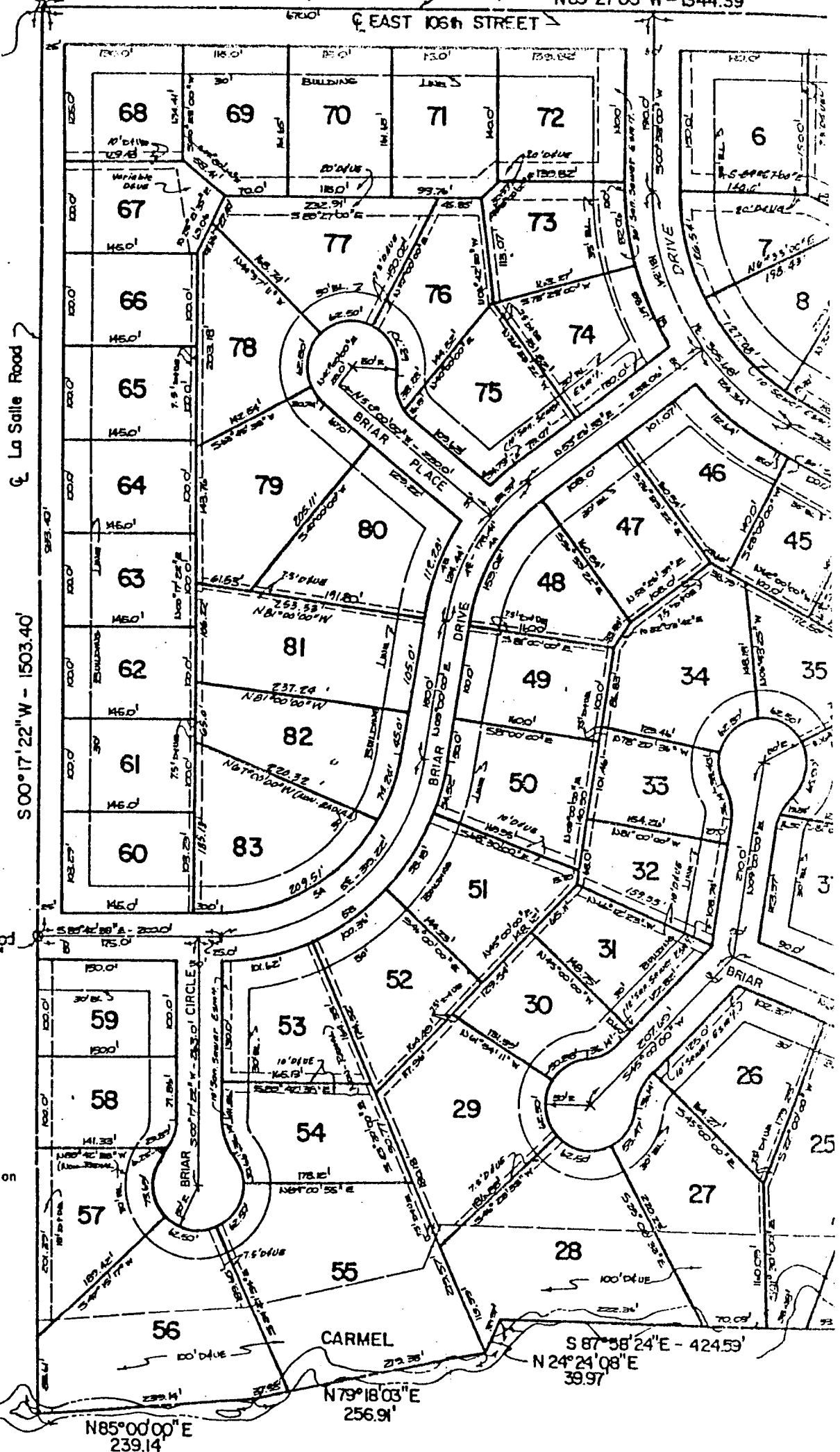
John V. Schneider
JOHN V. SCHNEIDER
Reg. Land Surveyor - Indiana #S0115

DULY ENTERED FOR TAXATION

16 day October 1973
W. Melvin Hutchins Auditor
Hamilton County

NE COR. "Glenwood
Subdivision"

R
K
N



SE COR. "Glenwood
Subdivision"

represents a part of the West Half
Range 4 East in Hamilton County,

the said Half Quarter Section,
Subdivision", the plat of which is
order of Hamilton County, Indiana;
ed Bearing) along the East line of
line of LaSalle Road and the extension
th 85 degrees 00 minutes 00 seconds
seconds East 256.91 feet; thence
hence South 87 degrees 58 minutes
minutes 00 seconds East 206.99 feet;
feet; thence North 66 degrees 00
ees 32 minutes 20 seconds East
06th Street marking the Northeast
being in the centerline of East
ds West along the North line of
of 1344.39 feet to the POINT OF

ugh 83, both inclusive, together
within plat.

own in figures denoting feet

1973.

John V. Schneider
J. SCHNEIDER
Land Surveyor - Indiana #50115

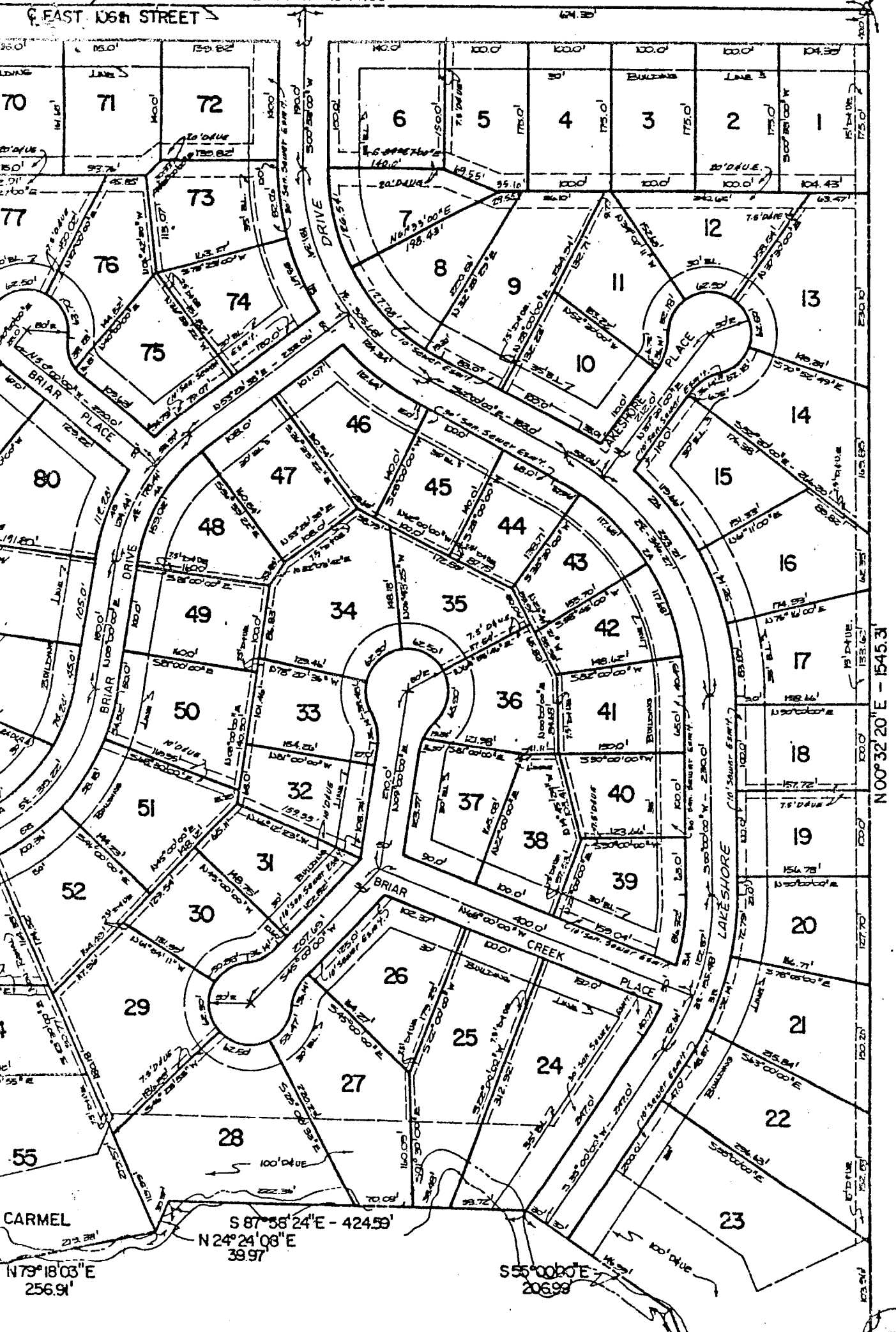
DULY ENTERED FOR TAXATION

16 day October 1973

Melvin Luthert Auditor
Hamilton County

CURVE DATA

No	A	D	E	T	L	
1E	67° 53' 00"	20.4673°	250.00'	170.08'	305.46'	21
1A	"	22.91832°	250.00'	151.85'	272.93'	22
1B	"	18.48252°	310.00'	158.30'	339.43'	23
2E	67° 00' 00"	17.50459°	320.00'	182.28'	346.27'	24
2A	"	19.75717°	250.00'	174.25'	313.81'	25
2B	"	16.37023°	350.00'	210.30'	378.74'	26
3E	35° 00' 00"	17.50459°	220.00'	100.90'	195.43'	27
3A	"	19.75717°	250.00'	91.44'	177.15'	28
3B	"	16.37023°	350.00'	110.35'	213.80'	29
4E	44° 20' 38"	21.9122°	230.00'	95.54'	178.41'	30
4A	"	27.94517°	205.00'	83.75'	159.02'	31
4B	"	22.44834°	255.00'	104.18'	197.80'	32
5E	8° 0' 22"	25.46450°	225.00'	193.15'	319.22'	33
5A	"	26.14790°	200.00'	171.69'	283.74'	34
5B	"	22.91832°	250.00'	214.61'	354.16'	35



CURVE DATA

No.	A	D	E	T	L	LC
12	62° 33' 00"	20.46279'	250.00'	170.08'	305.68'	250.72'
1A	"	22.91832'	250.00'	151.85'	272.93'	259.57'
1B	"	18.48252'	310.00'	183.30'	338.43'	321.87'
2A	62° 00' 00"	17.90434'	320.00'	182.23'	346.27'	329.62'
2B	"	19.75717'	290.00'	174.25'	313.81'	298.72'
2C	"	16.37023'	350.00'	210.30'	378.74'	360.53'
2E	36° 00' 00"	17.90494'	320.00'	100.90'	195.43'	182.45'
3A	"	19.75717'	290.00'	91.44'	177.15'	174.41'
3B	"	16.37023'	350.00'	110.35'	213.80'	210.49'
4A	44° 24' 38"	24.91222'	230.00'	93.56'	178.41'	173.97'
4A	"	27.94917'	205.00'	88.75'	159.02'	155.06'
4B	"	22.48934'	255.00'	104.18'	197.80'	182.83'
5A	8° 0' 22"	25.46430'	225.00'	193.15'	319.22'	293.21'
5A	"	25.64790'	200.00'	171.69'	283.79'	260.55'
5B	"	22.91832'	250.00'	214.61'	354.63'	325.63'

S 21° 00' 00" E - 119.99'
N 65° 00' 20" E - 211.62'

PLAT RESTRICTIONS
FOR
BRIAR
SECTION

The undersigned, SCHUTZ & THOMPSON, INC., by Kenneth Thompson and John T. Schutz, its President and Secretary does hereby lay off, plat and subdivide the same in accordance with the foregoing plat of "Brier Creek".

This subdivision shall be known and designated as "Brier Creek - Section One" and shall be subject to

1. The streets shown upon the plat, if not heretofore dedicated, are hereby dedicated to public use.
2. There are strips of ground shown upon the plat as utility easements which are hereby reserved for subject at all times to the authority of the proper civil officers and to the easements herein reserved thereof shall take their title subject to the rights of such utilities and to the rights of owners so reserved. Fences may be erected on said strips. Additional reservations of utility easements
3. All parcels of real estate shown in the foregoing plat as numbered parcels shall be known and designated or permitted to remain on such Lot other than single family dwellings.
4. No trailer, shacks or outhouses of a permanent or temporary nature shall be erected or situated on any Lot for his material and tools.
5. Building lines as shown on the plat in feet back from the street property line are hereby established for the structure of any kind or part thereof.
6. No residence having a ground floor area exclusive of open porches and garages of less than 1100 sq. ft. shall be maintained on any Lot or Lots in this subdivision.
7. No building shall be erected, placed or altered on any Lot in such subdivision until and unless the same has been approved by the proper civil officers as to conformity and harmony of external design and location with existing structures in the subdivision any person to whom the right of such approval has been assigned by Schutz & Thompson, Inc.; PROVIDED that building or alteration is substantially completed without the filing by Schutz & Thompson, Inc. or its agents of a Declaration of Covenants and Restrictions. Paragraph 7 may be assigned only in writing by Schutz & Thompson, Inc. to any person or entity, and only on any Lot or Lots.
8. No noxious trade or activity shall be carried on upon any Lot in this subdivision, nor shall anything be done which may be a nuisance to the neighborhood.
9. Any person acquiring title to any portion of the real estate of the foregoing subdivision shall take title subject to and those contained in any Declaration of Covenants and Restrictions hereafter placed of record in Hamilton County, Indiana and subject to any amendments of or supplements to any such Declaration of Covenants and Restrictions.
10. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the provisions of this subdivision to prosecute and proceedings at law or in equity against the violator for doing so or to recover damage or other amounts for such violation.
11. The restrictions, covenants and provisions set forth herein shall run with the land and shall remain in full force and effect for successive periods of ten (10) years unless by vote of the majority of the then owners of the land a Declaration of Covenants and Restrictions is hereafter recorded, the same may be amended in any manner.
12. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment of a court shall not affect the validity of the remaining covenants, provisions, restrictions or conditions.
13. In the event storm water drainage from any lot or lots flow across another lot, provisions shall be made to cause the same to flow into the natural drainage channel or course, even though no specific drainage easement for such flow is shown on the plat.
14. All lots having direct access to 106th Street will have turnaround type driveways.

EXECUTED this 13 day of July, 1973.

STATE OF INDIANA }
COUNTY OF HAMILTON } SS

SCHUTZ & THOMPSON,
BY: Kenneth Thompson
KENNETH THOMPSON, President

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared KENNETH THOMPSON and JOHN T. SCHUTZ, President and Secretary respectively, of SCHUTZ & THOMPSON, INC. and acknowledged the execution by them for and in behalf of such Corporation of the foregoing instrument as the act and deed of such Corporation.

WITNESS my hand and Notarial Seal this 13 day of July, 1973.

My commission expires: Nov 14, 1976

Daggy Jo McKinnis
NOTARY PUBLIC

8569

RECEIVED FOR RECORD
AT 1:30 O'CLOCK P M

OCT 16 1973

BOOK 5 PAGE 14-15
June M. Wadger
RECORDER HAMILTON COUNTY, INDIANA

*For Allocation of Lots 1-100 of the Brier Creek Section One
as shown on the plat of the Brier Creek Section One
dated 10/20/93*

*Administrative Memorandum to Residents
Re: Brier Creek Section One*

PLAT RESTRICTIONS
FOR
BRIAR CREEK
SECTION ONE

The undersigned, SCHUTZ & THOMPSON, INC., by Kenneth Thompson and John T. Schutz, its President and Secretary, respectively, owner of the real estate described in the plat of does hereby lay off, plat and subdivide the same in accordance with the foregoing plat of Briar Creek Section One

This subdivision shall be known and designated as "Brier Creek - Section One" and shall be subject to the following:

1. The streets shown upon the plat, if not heretofore dedicated, are hereby dedicated to public use.
2. There are strips of ground shown upon the plat as utility easements which are hereby reserved for use of public utilities for installation and maintenance of poles, wires, subject at all times to the authority of the proper civil officers and to the easements herein reserved. No permanent or other structure shall be erected or maintained on thereof shall take their title subject to the rights of such utilities and to the rights of owners of other real estate in this subdivision for ingress and egress in, along so reserved. Fences may be erected on said strips. Additional reservations of utility easements may be made by separate recorded instrument.
3. All parcels of real estate shown in the foregoing plat as numbered parcels shall be known and designated as residential lots (hereinafter called "Lots"). No structure shall or permitted to remain on such Lot other than single family dwellings.
4. No trailer, shack or outhouses of a permanent or temporary nature shall be erected or situated on any lot except during the period of construction of a proper structure and for his material and tools.
5. Building lines as shown on the plat in feet back from the street property line are hereby established, between which line and the street property line there shall be erected structure of any kind or part thereof.
6. No residence having a ground floor area exclusive of open porches and garages of less than 1100 square feet in the case of a one story structure or 900 feet in case of a hi or maintained on any Lot or Lots in this subdivision.
7. No building shall be erected, placed or altered on any lot in such subdivision until and unless the building plans, specifications and plot plan showing the location of such as to conformity and harmony of external design and location with existing structures in the subdivision and as to the topography and finished ground elevation of such Lot any person to whom the right of such approval has been assigned by Schutz & Thompson, Inc.; PROVIDED HOWEVER, that such requirements shall be conclusively deemed satisfied building or alteration is substantially completed without the filing by Schutz & Thompson Inc. or such assignee of an action to enjoin such erection or alteration. The real Paragraph 7 may be assigned only in writing by Schutz & Thompson, Inc. to any person or entity, one may be waived, in writing, by Schutz & Thompson, Inc. or any successor or Lot or Lots.

PLAT RESTRICTIONS
FOR
BRIAR CREEK
SECTION ONE

by Kenneth Thompson and John T. Schutz, its President and Secretary, respectively, owner of the real estate described in the same in accordance with the foregoing plat of "Briar Creek - Section One"

dated as "Briar Creek - Section One" and shall be subject to the following:

Not heretofore dedicated, are hereby dedicated to public use.

On the plat as utility easements which are hereby reserved for use of public utilities for installation and maintenance, of the proper civil officers and to the easements herein reserved. No permanent or other structure shall be erected on the rights of such utilities and to the rights of owners of other real estate in this subdivision for ingress and egress on said strips. Additional reservations of utility easements may be made by separate recorded instrument.

The foregoing plat as numbered parcels shall be known and designated as residential lots (hereinafter called "Lots") other than single family dwellings.

Permanent or temporary nature shall be erected or situated on any Lot except during the period of construction of a

feet back from the street property line are hereby established, between which line and the street property line

area exclusive of open porches and garages of less than 1100 square feet in the case of a one story structure or 900 square feet in this subdivision.

not be altered on any Lot in such subdivision until and unless the building plans, specifications and plot plan showing the final design and location with existing structures in the subdivision and as to the topography and finished ground elevation approval has been assigned by Schutz & Thompson, Inc.; PROVIDED HOWEVER, that such requirements shall be conclusively completed without the filing by Schutz & Thompson, Inc. or such assignee of an action to enjoin such erection or alteration by Schutz & Thompson, Inc. to any person or entity, and may be waived, in writing, by Schutz & Thompson, Inc.

shall be carried on upon any Lot in this subdivision, nor shall anything be done herein which may become an annoyance or a

portion of the real estate of the foregoing subdivision shall take the same subject to all of the terms, covenants, conditions and restrictions hereafter placed of record in Hamilton County, Indiana, by Schutz & Thompson, Inc. or its assigns or assigns shall violate or attempt to violate any of the covenants, restrictions, provisions or conditions to prosecute and proceedings at law or in equity against the person or persons violating or attempting to violate the same amounts for such violation.

The provisions set forth herein shall run with the land and shall remain in full force and effect until January 1, 1998, at which time (10) years unless by vote of the majority of the then owners of the Lots in this subdivision, it is agreed to change the same as is hereafter recorded, the same may be amended in any manner therein provided.

No covenants, provisions, restrictions or conditions by judgement of court order shall in no wise effect any of the other provisions on any lot or lots flow across another lot, provisions shall be made to permit such drainage to continue, without restriction or expense, even though no specific drainage easement for such flow of water is provided on said plat.

Street will have turnaround type driveways.

1973.

SCHUTZ & THOMPSON, INC.

BY: *Kenneth Thompson*
KENNETH THOMPSON, PRESIDENT

ATTEST: *John T. Schutz*
JOHN T. SCHUTZ, SECRETARY

Public in and for said County and Hamilton County, Indiana, by KENNETH THOMPSON and JOHN T. SCHUTZ, President and Secretary, respectively, of Schutz & Thompson, Inc. and acknowledged before me as a Notary Public of such Corporation of the State of Indiana, on this day of July, 1973.

13 day of July 1973.

8569

RECEIVED FOR RECORD

AT 1:20 O'CLOCK P M

OCT 16 1973

BOOK 5 PAGE 14-15
June M. Redger
RECORDER HAMILTON COUNTY, INDIANA

CERTIFICATE

Under authority provided by Chapter 174, Acts of 1969 of Indiana and all acts amendatory thereto and an Act of the Town of Carmel, Indiana, the plat was given

Approved by the Town Plan Commission at a Meeting

John T. Schutz
1973

ONS

E K

, respectively, owner of the real estate described in the plat of "Brier Creek - Section One".

Following:

public utilities for installation and maintenance of poles, wires, mains, ducts, drains and sewers. No permanent or other structure shall be erected or maintained on said strips, but the owners' or real estate in this subdivision for ingress and egress in, along and through the several strips made by separate recorded instrument.

as residential lots (hereinafter called "Lots"). No structure shall be erected, altered, placed

except during the period of construction of a proper structure and for the use by the builder

between which line and the street property line there shall be erected or maintained no building

set in the case of a one story structure or 900 feet in case of a higher structure shall be erected

ing plans, specifications and plot plan showing the location of such building have been approved and as to the topography and finished ground elevation of such Lot by Schutz & Thompson, Inc. or EVER. that such requirements shall be conclusively deemed satisfied for all purposes if any such signee of an action to enjoin such erection or alteration. The requirement set forth in this be waived, in writing by Schutz & Thompson, Inc. or any successor or assign, with respect to any

done herein which may become an annoyance or a nuisance to the neighborhood at large.

same subject to all of the terms, covenants, conditions, provisions and restrictions herein contained in County, Indiana, by Schutz & Thompson, Inc. prior to the acquisition of title by such person, heretofore or hereafter made pursuant to the terms of such Declaration of Covenants and Restrictions.

the covenants, restrictions, provisions or conditions herein, it shall be lawful for any person or persons violating or attempting to violate any such covenants and to prevent him or them from

in force and effect until January 1, 1998, at which time said covenants shall automatically be. Lots in this subdivision, it is agreed to change said covenants in whole or in part. If a herein provided.

rt order shall in no wise effect any of the other provisions which shall remain in full force and effect.

o permit such drainage to continue, without restriction or reduction, across the downstream lot and ter is provided on said plat.

DULY ENTERED FOR TAXATION

16 day October 1973
H. Melvin Feasbach Auditor
Hamilton County

ATTEST John T. Schutz
JOHN T. SCHUTZ, SECRETARY

CERTIFICATE

nder authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana and all acts amendatory thereto and an ordinance adopted by the Town Board of Trustees of the Town of Carmel, Indiana, the plat was given approval by the Town of Carmel, Indiana, as follows:

approved by the Town Plan Commission at a Meeting held July 17 1973.

John R. Steyer
PRESIDENT
JEANNE BLAKE
SECRETARY

8516

DECLARATION OF COVENANTS
AND RESTRICTIONS

BOOK 261 PAGE 87

This Declaration made this 27 day of September,
1972, by SCHUTZ & THOMPSON INC.

(hereinafter referred to as "Declarant").

This Instrument Recorded Sept 27 1972
JUNE M. HEDGES, RECORDER HAMILTON COUNTY, IND.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real estate in Hamilton County, State of Indiana more particularly described in Exhibit "A" attached hereto (which real estate is sometime hereinafter called "Original Real Estate"), except such portions of the Original Real Estate as have been conveyed by Declarant to the persons hereinafter designated as "Other Signatories"; and

WHEREAS, Declarant and Other Signatories intend to create on the Original Real Estate a residential community with recreational areas, a lake, open spaces and other common facilities for the benefit of such residential community and certain other persons; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in such community and the common facilities therein contained, and, to this end, Declarant and Other Signatories desire to subject the Original Real Estate (together with such Additional Real Estate, as hereinafter defined, and such Supplemental Real Estate, as hereinafter defined, as may be hereafter made subject to some or all the terms hereof) to certain rights, privileges, covenants, restrictions, easements, charges and liens, each and all to the extent herein provided, for the benefit of the Original Real Estate and any Additional Real Estate and Supplemental Real Estate, and each owner of all or part thereof.

NOW, THEREFORE, Declarant and other Signatories declare that the Original Real Estate and all Real Estate which becomes Additional Real Estate is and shall be held, transferred, sold, conveyed and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, charges and liens hereinafter set forth:

ARTICLE I.

Definitions

Section 1. The following words when used herein or in any supplement or amendment hereto shall have the following meaning, and such definitions may not be changed by supplement or amendment:

- (a) "The Woodlands Property" shall mean and refer to The Original Real Estate and all Additional Real Estate (all as herein defined);
- (b) "Common Properties" shall mean or refer to all areas of land and water shown on any recorded subdivision plat of the Original Real Estate which are not Lots, whether such plat is heretofore or hereafter recorded. Provided, However, that: (i) no portion of the Real Estate shown on the plat of The Woodlands, Section Three when such plat is recorded, shall be included within the definition of "Common Properties" for purposes of this Declaration although the same may be designated "Common Properties" on such plat; (ii) Block A shown upon the plat of The Woodlands, Section One, or any part thereof, shall only be considered Common Property when designated as Common Property in a separate instrument executed by Declarant, and recorded in the office of the Recorder of Hamilton County, Indiana, Declarant hereby retaining and reserving the right to designate less than all of Block A as Common Property and to use any part of Block A for single family residential sites; and (iii) the lake shown upon the plat of "The Woodlands, Section One" (which plat is recorded in Plat Book 4, pages 76 and 77 in the office of the Recorder of Hamilton County, Indiana) as "Existing Lake" (hereinafter called "the Existing Lake") and the dam (hereinafter called "the Dam") shown upon such plat as lying between the Existing Lake and the lake designated

as "Proposed Lake" on such plat have been conveyed by Declarant to Woodland Springs, Inc., an Indiana Not-For-Profit Corporation, and shall not for any purposes whatsoever be deemed to be Common Properties. Neither any Owner nor the corporation provided in Article VI hereof to be formed shall have any rights in the Existing Lake or the Dam, or any obligations as are provided in the instrument entitled "Underlying Agreement" recorded September 26, 1972 in Misc. Record 135, Instr. # 8416, in the office of the Recorder of Hamilton County, Indiana, and the instrument entitled "Supplementary Declaration of Covenants and Restrictions" recorded September 26, 1972 in Misc. Record 135, Instr. # 8417, in the office of the Recorder of Hamilton County, Indiana, to which instruments all of the Original Real Estate and Additional Real Estate are subject, to the extent provided in such instruments. The Existing Lake and the Dam are more particularly described in a single legal description contained in Exhibit "B" attached hereto;

- (c) "Lot" shall mean and refer to any numbered parcel of land shown upon any recorded subdivision plat of the Original Real Estate or Additional Real Estate, or any part of either, whether such plat has heretofore been or is hereafter recorded, but shall not include the Common Properties, except that any part of Block A which is hereafter designated for use as a residential building site, in an instrument executed by Declarant or any other owner in fee simple thereof and recorded in the office of the Recorder of Hamilton County, Indiana, shall for all purposes of this Declaration be considered a Lot;
- (d) "Dwelling Unit" shall mean and refer to any portion of a building designed and intended for use and occupancy as a residence by one family within The Woodlands Property;
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but in any event shall not include a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any portion of the properties;
- (f) "Declarant" shall mean and refer to Schutz & Thompson, Inc. and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Declarant hereunder;
- (g) "Additional Real Estate" shall mean such real estate as is added to The Woodlands Property by the filing of a Designation in accordance with the terms of Article III, Section 1 hereof;
- (h) "Supplemental Real Estate" shall mean all real estate the Owners of which are extended privileges in accordance with Article III, Section 2 hereof;

- (i) "Other Signatories" shall mean and refer to all persons, firms, partnerships and corporations other than Declarant who execute this Declaration and who at the time of execution own Lots in the Original Real Estate.

ARTICLE II

Common Properties and Rights Therein

Section 1. Easement to Owner. Declarant hereby grants an easement in favor of each Owner for the use, enjoyment and benefit of the Common Properties, subject to the terms and provisions of this Declaration, and such easement shall be an easement running with and appurtenant to each Lot.

ARTICLE III

Additional Real Estate and Supplemental Real Estate.

Section 1. Additional Real Estate. Declarant shall have the right to add real estate to The Woodlands Property at any time or from time to time hereafter, so long as the real estate to be added lies within the real estate described in Exhibit "C" attached hereto, whether or not Declarant now owns such real estate. Such real estate shall be deemed Additional Real Estate, and therefore part of The Woodlands Property, for all purposes hereunder when Declarant places of record in Hamilton County, Indiana, an instrument entitled "Designation of Additional Real Estate", which recites therein that the real estate described therein is to be deemed "Additional Real Estate" as defined in this Declaration. Upon the recording of such instrument, the real estate described therein shall for all purposes thereafter be deemed to be "Additional Real Estate" and the Owners of any Lots within such Additional Real Estate shall be deemed for all purposes to have all the rights, duties, privileges and obligations of Owners of Lots within the Original

Real Estate, as herein provided, without regard to whether the Common Properties have been conveyed by Declarant to the Corporation (as hereinafter defined) in accordance with the terms hereof and without regard to the record ownership of the Common Properties at such time.

Section 2. Supplemental Real Estate. Declarant shall have the right, at any time or from time to time hereafter, to designate as "Supplemental Real Estate" any real estate lying within the real estate described in Exhibit "D" attached hereto. Any such real estate shall be deemed Supplemental Real Estate for all purposes hereunder when Declarant has placed of record in Hamilton County, Indiana an instrument entitled "Designation of Supplemental Real Estate" designating the real estate described therein as Supplemental Real Estate. Upon the placing of such instrument of record, each Owner of any parcel of real estate within the Supplemental Real Estate shall thereafter, except as otherwise herein provided, have the absolute right, in common with and to the same extent as Owners of Lots within the Original Real Estate and the Additional Real Estate, to the use, enjoyment and benefit of the Common Properties. However, and notwithstanding the foregoing, each Owner of Supplemental Real Estate shall be entitled to use and enjoy such Common Properties only upon the payment of an initial fee of \$100.00 and, in addition, the payment of a fee each year equal to such assessments as Owners are required to pay in such year, and shall

have no obligation to pay any such fee except as a condition precedent to the use and enjoyment of the Common Properties. The failure to pay such fee shall not be in any manner construed to be a lien or charge against the Supplemental Real Estate.

ARTICLE IV

Obligations of Declarant as to Common Properties

Section 1. Agreement to Construct and Maintain.

Declarant has constructed or will construct a lake, a swimming pool and a club house upon the Common Properties, of such size and nature and at such locations as Declarant deems proper, and so long but only so long as Declarant owns the fee simple title of the Common Properties upon which the same are located, Declarant shall pay taxes and provide insurance in amounts and types satisfactory to Declarant, cut and maintain all grass, and be responsible for repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision for the Common Properties.

ARTICLE V

Regulation of Common Properties By Declarant

Section 1. Assessments. The Declarant, for all of

The Woodlands Property and each Lot therein contained, hereby covenants and agrees, and each Owner of any Lot within the Original Real Estate or the Additional Real Estate, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to Declarant an assessment in the annual sum of \$75.00 payable on the first day of March of each calendar year hereafter, with any Owner who acquires title by deed from Declarant between such date in one

year and the next being obligated to pay to Declarant a total sum arrived at by multiplying \$6.25 by the number of months from and including the month in which such Owner acquires title to and including the following month of February. The first payment of such assessment shall become due and payable at the time of execution and delivery of a deed to such Lot to such Owner. Amounts paid as assessments pursuant to this Section 1 of this Article V, shall be and remain the absolute property of Declarant, notwithstanding the later conveyance by Declarant of the Common Properties.

Section 2. Rules and Regulations. Declarant shall, so long as it is the Owner of the Common Properties, have the right to create such rules and regulations as it deems appropriate for the use and enjoyment of the Common Properties.

Section 3. Lien. If any such assessment is not paid within thirty (30) days after the due date, as hereinabove provided, then the unpaid assessment shall become delinquent and shall become, together with interest thereon and costs of collection thereof, as hereinafter provided, a continuing lien on the Lot of the Owner who has failed to make such payment, binding upon the Owner, his heirs, administrators and assigns. If any assessment is thus delinquent, it shall bear interest from the due date at the rate of seven percent (7%) per annum, and Declarant may bring an action at law against the Owner of such Lot to collect the same or foreclose the lien against the Lot, or both, and there shall be added to the amount of such assessment all attorney fees and other costs of collection. Such assessment shall be paid without relief from valuation or appraisement laws. If any Owner fails to pay any such assessment

within thirty (30) days after the due date, all rights to use and enjoy the Common Properties shall be suspended until all amounts then delinquent have been paid in full.

Section 4. Subordination of the Lien to Mortgages.

The lien of any assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots subject to assessment; PROVIDED, HOWEVER, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage.

Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any subsequent assessment.

Section 5. "Junior Lien" Provision. If any premises

subject to the lien hereof shall become subject to the lien of a mortgage, (a) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage; and (b) the foreclosure of the lien of the mortgage or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of a deed in lieu of foreclosure shall be subordinate to the lien of the mortgage; and the foreclosure or deed in lieu grantee shall take title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure.

ARTICLE VI

BOOK 261 PAGE 95

Conveyance of Common Properties

Section 1. When Conveyance May Occur. At any time or from time to time hereafter that Declarant deems appropriate, Declarant may convey the Common Properties or any part thereof to a Not-For-Profit Corporation hereafter to be formed under the Indiana Not-For-Profit Corporation Act (hereinafter called "The Corporation"). Upon such conveyance, all obligations of Declarant with respect to the Common Properties or the portion thereof thus conveyed shall cease and terminate, and thereafter The Corporation shall have the rights and duties provided in this Declaration with respect to the Common Properties or portions thereof thus conveyed and the provisions set forth hereinafter in this Declaration shall be applicable to The Corporation, the Common Properties or the portions thereof thus conveyed, and The Woodlands Property. Any liens in favor of Declarant upon any Lots for assessments theretofore due hereunder shall survive such conveyance.

Declarant prior to making such conveyance shall cause The Corporation to be formed with Articles of Incorporation and By-Laws which contain such terms and provisions as are deemed appropriate by Declarant but shall not be in conflict with any terms and conditions with respect to The Corporation hereinafter set forth.

Such conveyance shall be made by quitclaim deed, subject to no exceptions except the lien of current taxes and all easements, highways, rights-of-way, agreements, covenants, conditions, restrictions and other matters of record as of the time of conveyance, including all matters which Declarant has caused to be placed of record and all matters provided for in this Declaration, and concurrently with such conveyance Corporation shall be deemed

to have assumed and agreed to pay, upon demand, to Declarant, an amount equal to all unpaid assessments then owed to Declarant, and upon payment by Corporation to Declarant of any assessment, Corporation shall be subrogated to Declarant's rights with regard to such assessment and the lien thereof.

Section 2. Membership in Corporation. Declarant and every Owner shall be members of the Corporation, and every person who owns any parcel of real estate lying within any Supplemental Real Estate shall be entitled to be a member as provided below.

(a) Voting Rights. The Corporation shall have three classes of membership, with the following rights:

(i) Class A. Class A members shall be all Owners except Class B members and Class C members. Each Class A member shall be entitled to one (1) vote for each Lot of which such member is the Owner with respect to each matter submitted to a vote of members;

(ii) Class B. Class B members shall be Declarant and all successors and assigns of Declarant designated by Declarant as Class B members in a written notice mailed or delivered to the resident agent of the Corporation at the principal office of the Corporation. Each Class B member shall be entitled to four (4) votes for each Lot of which it is the Owner and four (4) votes for each one-half (1/2) acre or part thereof of the Original Real Estate and the Additional Real Estate of which it is the Owner which is not within the area included within a recorded subdivision plat, on all matters requiring a vote of members of The Corporation;

(iii) Class C. Class C members shall be all persons who are owners of parcels of real estate lying within the Supplemental Real Estate who have paid the initial fee of \$100. to either Declarant or Corporation, but not both, and the annual fee for the then current year provided for in Section 2 of Article III hereof. Class C members shall have no vote upon any matter except as hereinafter specifically provided.

Article III hereof, and this Section 2 of this Article IV may only be amended by the affirmative vote of two-thirds (2/3) of the Class A members, two-thirds (2/3) of the Class B members, and two-thirds (2/3) of all record owners of real estate lying within the Supplemental Real Estate (whether or not such record owners are Class C members).

Section 3. Creation of Lien. The Declarant, for each Lot owned by it, and each Other Signatory, for each Lot owned by such Other Signatory, within the Original Real Estate and the Additional Real Estate and for their respective heirs, administrators, executors, successors and assigns, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor, whether or not so expressed in such deed, shall be deemed to covenant and agree, to pay to The Corporation:

- (a) Annual assessments or charges, and
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments with respect to each Lot, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Notwithstanding the foregoing, no assessment shall be owed or payable by Declarant with respect to any Lot or other real estate owned by Declarant while the same is owned by Declarant, nor shall any assessment become a lien on any such Lot or other real estate.

Section 4. Purpose of Assessments. The assessments levied by The Corporation shall be used exclusively to promote the recreation, health, safety and welfare of the residents of The Woodlands Property and for the improvement and maintenance of the Common Properties. This shall include but not be limited to the payment of taxes and insurance for the Common Properties, grass cutting, repair, replacement and improvements of the

Common Properties, and for such other matters as are deemed proper by the Board of Directors of The Corporation.

Section 5. Maximum Annual Assessments. From the date of conveyance of any of the Common Properties to The Corporation, until the next March 1, the annual assessment shall be Seventy Five Dollars (\$75.00) upon each Lot owned by someone other than Declarant prorated for a partial year.

(a) On or after March 1 of the year immediately following such conveyance, the annual assessment may be increased each year by the Board of Directors of The Corporation not more than five percent (5%) above the annual assessment for the previous year without a vote of the membership;

(b) On or after March 1 of the year immediately following the year of such conveyance, the annual assessment may be increased above five percent (5%) by the affirmative vote of two-thirds (2/3) of the members of each class of members entitled to vote who are in attendance in person or by proxy at a meeting called for this purpose.

Section 6. Special Assessment for Capital Improvements.

In addition to the annual assessments authorized above, the Corporation 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 Properties, including fixtures and personal property related thereto, PROVIDED THAT any such assessment shall have the assent of two-thirds (2/3) of the votes of the members of each class of members entitled to

vote who are in attendance in person or by proxy at a meeting duly called for this purpose.

Section 7. Notice and Quorum for Any Action Authorized Under Sections 5 and 6. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 or Section 6 of this Article VI shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership entitled to vote shall constitute a quorum. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirements, and the required quorum at each 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 thirty (30) days following the preceding meeting.

Section 8. Notice of Assessments; Certificates of Payment. The Board of Directors of the Corporation shall fix the amount of the annual assessment against each Lot other than those owed by Declarant 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 to the payment thereof as herein provided. The due date of such annual assessment may be fixed or changed from time to time by the Board of Directors of The Corporation. The Corporation shall, upon demand, furnish a certificate signed by an officer of The Corporation setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of

payment of any assessment therein stated to have been paid. If the same is not furnished within ten (10) days after receipt by an officer of the Corporation of a written request for such certificate by any person, the person (other than an Owner) shall have the right to assume that no assessments are owed, and the lien of such assessment shall terminate upon the person who made such a request purchasing or acquiring a mortgage upon such Lot.

Section 9. Effect of Nonpayment of Assessments;

Remedies of The Corporation. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum. The Board of Directors of the Corporation shall have the right to suspend the use and enjoyment of the Common Properties of such delinquent member, and The Corporation may bring an action at law against the Owner personally obligated for the payment of the same, or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees for the prosecution of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in The Corporation or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of The Corporation in a like manner as a mortgage on real property.

The lien provided for in this section shall be in favor of The Corporation. The Corporation, acting on behalf of all Owners, shall have the power to bid in an interest foreclosed at

foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages.

The lien of any assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots subject to assessment; PROVIDED, HOWEVER, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any subsequent assessment.

Section 11. "Junior Lien" Provision. If any premises subject to the lien of any assessment shall become subject to the lien of a mortgage, (a) the foreclosure of the lien of such assessment shall not operate to affect or impair the lien of the mortgage; and (b) the foreclosure of the lien of the mortgage or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien of such assessment, except that the lien of such assessment for said charges as shall have accrued up to the foreclosure or the acceptance of a deed in lieu of foreclosure shall subordinate to the lien of the mortgage and the foreclosure purchaser or deed in lieu grantee shall take title free of the lien of such assessment for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure.

Section 12. Management Agreements. Each Owner hereby agrees to be bound by the terms and conditions of all management agreements entered into by The Corporation.

Section 13. Insurance. The Board of Directors of the Corporation or its duly authorized agent, shall have the authority to and shall obtain insurance for all the Common Properties against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Properties and all damage or injury caused by the negligence of The Corporation or any of its agents. Said insurance may include coverage against vandalism.

ARTICLE VII

General Provisions

Section 1. Enforcement. The Corporation 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 Declaration. Failure by The Corporation at any time to enforce any provision, covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time or from time to time thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Benefit. The provisions, covenants and restrictions of this Declaration shall run with and bind the Original Real Estate and the Additional Real Estate for a term

commencing on the date this Declaration is recorded and expiring January 1, 1996, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated at a meeting called for such purpose by the affirmative vote of the majority of Class A members who are in attendance in person or by proxy and entitled to vote.

Section 4. Annexation of Additional Property.

Additional property other than Additional Real Estate may be annexed to the Original Real Estate and thereafter considered Additional Real Estate upon the affirmative vote of two-thirds of the Class A members in attendance at a meeting called for such purpose. Each member entitled to vote at such meeting may vote in person or by proxy.

Section 5. Quorum and Notice. Written notice of a meeting called for any of the purposes set forth in Section 3 or Section 4 of this Article VII shall be sent to all members entitled to vote at such meeting not less than thirty days nor more than sixty days in advance of any such meeting. At any such meeting the presence of members entitled to cast one-half of the votes of each class of members entitled to vote at such meeting, in person or by proxy, shall constitute a quorum. However, if such a quorum is not present at such meeting, subsequent meetings may be called for the same purposes as the original meeting, subject to the notice requirements set forth above and a quorum at each subsequent meeting called for the same purpose as the original meeting shall be one-half of the quorum required at the original meeting.

Section 6. Good Standing. No Class A member shall be entitled to vote at any meeting of the membership of the Corporation unless all fees and assessments required to be paid by such member prior to such time have been paid.

ARTICLE VIII

Miscellaneous Provisions

281

101

Section 1. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 2. Rights and Obligations. This Declaration and the rights, obligations and duties herein created shall run with the original Real Estate and all Additional Real Estate and all Supplemental Real Estate and shall be binding upon and inure to the benefit of the Owners thereof and their respective heirs, administrators, executors, successors and assigns.

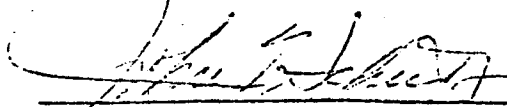
Section 3. Reference to Plat. This Declaration is the Declaration of Covenants and Restrictions contemplated being entered into in accordance with the terms of the plat of The Woodlands, Section One, recorded in Plat Book 4, Pages 76 and 77 in the office of the Recorder of Hamilton County, Indiana.

Section 4. Other Signatories. Declarant certifies that it is the Owner of all of the Lots in The Woodlands, Section One, except those owned by Other Signatories who are the Owners of the Lots in The Woodlands, Section One set out under their respective signatures below. The Other Signatories who have executed this Declaration have executed the same for the purpose of agreeing to all the terms and provisions hereof and agreeing that all Lots owned by them are subject to all the terms and provisions hereof.

EXECUTED on the day and year first above written.

SCHUTZ & THOMPSON, INC.

ATTEST:


John T. Schutz, Secretary

By: 
Kenneth Thompson, President

THOMAS A. CUMMINGS, INC., an
Indiana corporation

ATTEST:

Richard J. Cummings

BY Thomas A. Cummings

(Lots 14 & 75 The Woodlands, Section One)

H. Vandiver

Harold J. Vandiver

Veronica M. Vandiver

Veronica M. Vandiver
(Husband and Wife)

(Lot 17, The Woodlands, Section One)

WILSON SWANK AND SONS, a general
partnership

BY Wilson Swank, Partner

(Lots 23, 24, 25, 83 and 85
The Woodlands, Section One)

W. H. MORRISON BUILDER, INC., an
Indiana corporation

ATTEST:

P. A. Morrison

BY W. H. Morrison, President

(Lots 26 and 76, The Woodlands
Section One)

LANDMARK BUILDERS, INC. an Indiana
corporation

ATTEST:

Glen Smith

BY Betty Carden

(Lots 47, 53, 81 and 82, The
Woodlands, Section One)

W. Bruce Meighen
W. Bruce Meighen

Norma J. Meighen
Norma J. Meighen
(Husband and Wife)

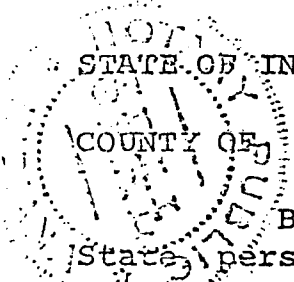
(Lot 32, The Woodlands, Section One)

Frank T. Kilby
Frank T. Kilby

Louise M. Kilby
Louise M. Kilby
(Husband and Wife)

(Lots 73, 77 and 79, The Woodlands, Section One)

This Instrument was prepared by PHILIP D. PECAR, Attorney at Law.



STATE OF INDIANA)
)
COUNTY OF [unclear])

Before me, a Notary Public in and for said County and State, personally appeared KENNETH THOMPSON and JOHN T. SCHUTZ, President and Secretary, respectively, of SCHUTZ & THOMPSON, INC., and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions for and on behalf of said corporation for the purposes and uses set forth.

WITNESS my hand and Notarial Seal this 27th day of Sept., 1972.

Irene F. Kearney
Notary Public
IRENE F. KEARNEY

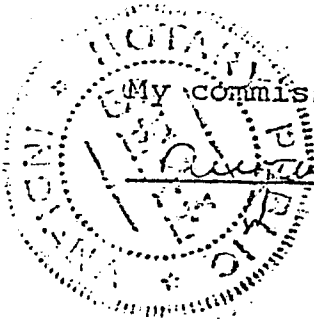
My commission expires August 21, 1974

STATE OF INDIANA)
) SS:
COUNTY OF)

BOOK 261 PAGE 107

Before me, a Notary Public in and for said County and State, personally appeared Thomas A. Cummings and Christina A. Cummings, President and Secretary, respectively of THOMAS A. CUMMINGS, INC., and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions for and on behalf of said corporation for the purposes and uses set forth.

WITNESS my hand and notarial seal this 27th day of Sept., 1972.



My commission expires

August 21, 1974

Irene F. Kearney
Notary Public
IRENE F. KEARNEY

STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, a Notary Public in and for said County and State personally appeared HAROLD J, VANDIVER and VERONICA M. VANDIVER, Husband and Wife, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions for and on behalf of said corporation for the purposes and uses set forth.

WITNESS my hand and Notarial Seal this 27th day of Sept., 1972.



My commission expires:

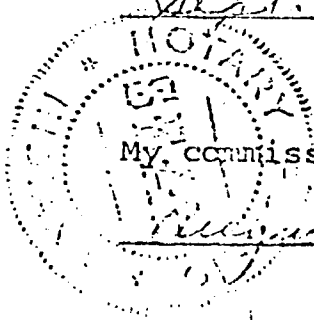
August 21, 1974

Irene F. Kearney
Notary Public
IRENE F. KEARNEY

STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared Wilson Swank, general partner of WILSON SWANK AND SONS, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions for and on behalf of said corporation for the purposes and uses set forth.

WITNESS my hand and Notarial Seal this 27th day of Sept., 1972.



My commission expires:

August 21, 1974

Irene F. Kearney
Notary Public
IRENE F. KEARNEY

STATE OF INDIANA)
) SS:
COUNTY OF)

BOOK 261 PAGE 108

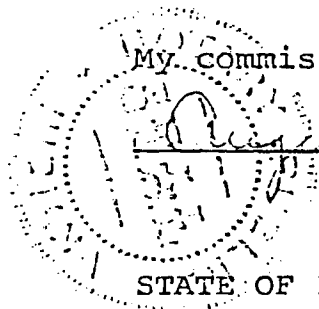
Before me, a Notary Public in and for said County and State, personally appeared W. H. Morrison and P. C. Morrison, President and Secretary, respectively, of W. H. MORRISON BUILDER, INC., and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions for and on behalf of said corporation for the purposes and uses set forth.

WITNESS my hand and Notarial Seal this 27th day of Sept., 1972.

Irene F. Kearney
IRENE F. KEARNEY, Notary Public

My commission expires:

August 21, 1974



STATE OF INDIANA)
) SS:
COUNTY OF)

Before me, a Notary Public in and for said County and State, personally appeared Betty Cardin and Ilean Smith, President and Secretary, respectively, of LANDMARK BUILDERS, INC., and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions for and on behalf of said corporation for the purposes and uses set forth.

WITNESS my hand and Notarial Seal this 27th day of Sept., 1972.

Irene F. Kearney
IRENE F. KEARNEY, Notary Public

My commission expires:

August 21, 1974



STATE OF INDIANA)
) SS:
COUNTY OF)

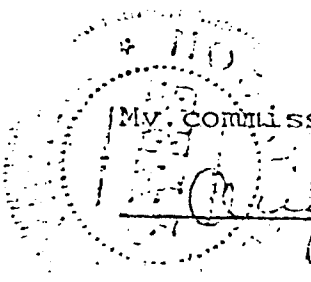
Before me, a Notary Public in and for said County and State, personally appeared W. BRUCE MEIGHEN and NORMA J. MEIGHEN Husband and Wife, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions for the purposes and uses set forth.

WITNESS my hand and Notarial Seal this 27th day of Sept., 1972.

Irene F. Kearney
IRENE F. KEARNEY, Notary Public

My commission expires:

August 21, 1974



STATE OF INDIANA)
) SS:
COUNTY OF)

BOOK 261 PAGE 109

Before me, a Notary Public in and for said County and State, personally appeared FRANK T. KILBY and LOUISE M. KILBY, Husband and Wife, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions for the purposes and uses set forth.

WITNESS my hand and Notarial Seal this 29th day of Sept., 1972.

My commission expires:

August 21, 1974

Irene F. Kearney
IRENE F. KEARNEY Notary Public

This instrument was prepared by PHILIP D. PECAR, Attorney at Law.



Schneider
engineering
corporation

16 1/2 North Penn Road

civil engineers

Indianapolis Indiana 46228

BOOK 261 PAGE 110

land surveyors

(317) 898-8282

EXHIBIT "A"

THE ORIGINAL REAL ESTATE

LEGAL DESCRIPTION

THE WOODLANDS

SECTION ONE

A part of the Southwest Quarter of Section 5, Township 17 North of Range 4 East in Hamilton County, Indiana, being more particularly described as follows, to-wit:

Beginning at the Southwest corner of the said Southwest Quarter thence North 00 degrees 09 minutes 20 seconds West upon and along the West line of the said Quarter Section 2654.02 feet to the Northwest corner of the said Southwest Quarter Section; thence South 89 degrees 35 minutes 30 seconds East upon and along the North line of the said Southwest Quarter Section 677.53 feet to the Southwest corner of "Woodland Springs - Sixth Section", a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 3, page 94 and 95 in the Office of the Recorder of Hamilton County, Indiana; thence South 89 degrees 35 minutes 30 seconds East upon and along the South line of "Woodland Springs - Sixth Section" and the North line of said Quarter Section 558.53 feet to a point; thence South 00 degrees 13 minutes 15 seconds East and parallel with the East line of said Quarter Section 150.92 feet to a point; thence South 08 degrees 19 minutes 16 seconds West 50.56 feet to a point; thence South 00 degrees 13 minutes 15 seconds East and parallel with the East line of said Quarter Section 138.39 feet to a point; thence South 67 degrees 14 minutes 06 seconds East 69.70 feet to a point; thence South 06 degrees 43 minutes 15 seconds East 160.00 feet to a point; thence South 28 degrees 13 minutes 15 seconds East 554.28 feet to a point; thence South 10 degrees 44 minutes 03 seconds East 173.63 feet to a point; thence South 06 degrees 42 minutes 14 seconds West 268.63 feet to a point; thence South 37 degrees 46 minutes 45 seconds West 663.163 feet to a point; thence North 52 degrees 13 minutes 15 seconds West 150.00 feet to a point; thence South 37 degrees 46 minutes 45 seconds West 273.55 feet to the POINT OF CURVATURE of a 6.82093 degree curve to the left, the radius point of said curve being South 52 degrees 13 minutes 15 seconds East 840.00 feet from said point; thence Southwesterly upon and along said curve 549.05 feet to the POINT OF TANGENCY: the radius point of said curve being South 89 degrees 40 minutes 15 seconds East 840.00 feet from said point; thence South 00 degrees 19 minutes 45 seconds West 40.00 feet to the South line of the said Quarter Section: thence North 89 degrees 40 minutes 15 seconds West upon and along the South line of the said Quarter Section 700.00 feet to the POINT OF BEGINNING, containing 75.749 acres, more or less.

Subject, however, to all legal easements and rights of ways.

6/15/72



chneider
engineering
corporation

3675 north post road

civil engineers

Indianapolis Indiana 46226

Vincent J. Schneider, President

BOOK 261 PAGE 111
land surveyors

(317) 898-8282

EXHIBIT "A"

THE ORIGINAL REAL ESTATE

LEGAL DESCRIPTION

THE WOODLANDS

SECTION TWO

A part of the Southwest Quarter of Section 5, Township 17 North of Range 4 East in Hamilton County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Southwest corner of the said Southwest Quarter Section thence North 00 degrees 09 minutes 20 seconds West upon and along the West line of the said Quarter Section 2654.02 feet to the Northwest corner of the said Quarter Section; thence South 89 degrees 35 minutes 30 seconds East upon and along the North line of the said Quarter Section 677.53 feet to the Southwest corner of "Woodland Springs - Sixth Section", a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 3, Page 94 and 95 in the Office of the Recorder of Hamilton County, Indiana; thence South 89 degrees 35 minutes 30 seconds East upon and along the South line of "Woodland Springs - Sixth Section" and the North line of the said Quarter Section 558.53 feet to the POINT OF BEGINNING OF THIS DESCRIPTION; thence South 89 degrees 35 minutes 30 seconds East upon and along the South line of the said "Woodland Springs - Sixth Section" and the North line of the said Quarter Section 408.39 feet to the Southeast corner of the said "Woodland Springs - Sixth Section" (said point also being the Southwest corner of "Woodland Springs - Seventh Section" a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 3, Page 109 and 110 in the Office of the Recorder of Hamilton County, Indiana); thence South 89 degrees 35 minutes 30 seconds East upon and along the South line of the said "Woodland Springs - Seventh Section" and the North line of the said Quarter Section 1041.78 feet to the Northeast corner of the said Quarter Section (said point also being the Southeast corner of the said "Woodland Springs - Seventh Section"); thence South 00 degrees 13 minutes 15 seconds East upon and along the East line of the said Quarter Section 1290.00 feet to a point; thence South 89 degrees 46 minutes 45 seconds West 655.09 feet to a point; thence South 00 degrees 13 minutes 15 seconds East and parallel with the said East line 155.00 feet to a point; thence South 37 degrees 46 minutes 45 seconds West 940.00 feet to a point; thence North 52 degrees 13 minutes 15 seconds West 368.37 feet to a point; thence North 37 degrees 46 minutes 45 seconds East 663.163 feet to a point; thence North 06 degrees 42 minutes 14 seconds East 268.63 feet to a point; thence North 10 degrees 44 minutes 03 seconds West 173.63 feet to a point; thence North 28 degrees 13 minutes 15 seconds West 554.28 feet to a point; thence North 06 degrees 43 minutes 15 seconds West 160.00 feet to a point; thence North 67 degrees 14 minutes 06 seconds West 69.70 feet to a point; thence North 00 degrees 13 minutes 15 seconds West and parallel with the said East line 138.39 feet to a point; thence North 08 degrees 19 minutes 16 seconds East 50.56 feet to a point; thence North 00 degrees 13 minutes 15 seconds West and parallel with the said East line 150.92 feet to the POINT OF BEGINNING, containing 46.655 acres, more or less.

Subject, however, to all legal easements and rights-of-ways.

6/15/72

EXHIBIT "A"

Page 2



Schneider
engineering
corporation

3675 North Post Road

civil engineers

Indianapolis Indiana 46226

land surveyors

(317) 898-8232

EXHIBIT "A"

BOOK 261 PAGE 112

THE ORIGINAL REAL ESTATE

LEGAL DESCRIPTION

THE WOODLANDS

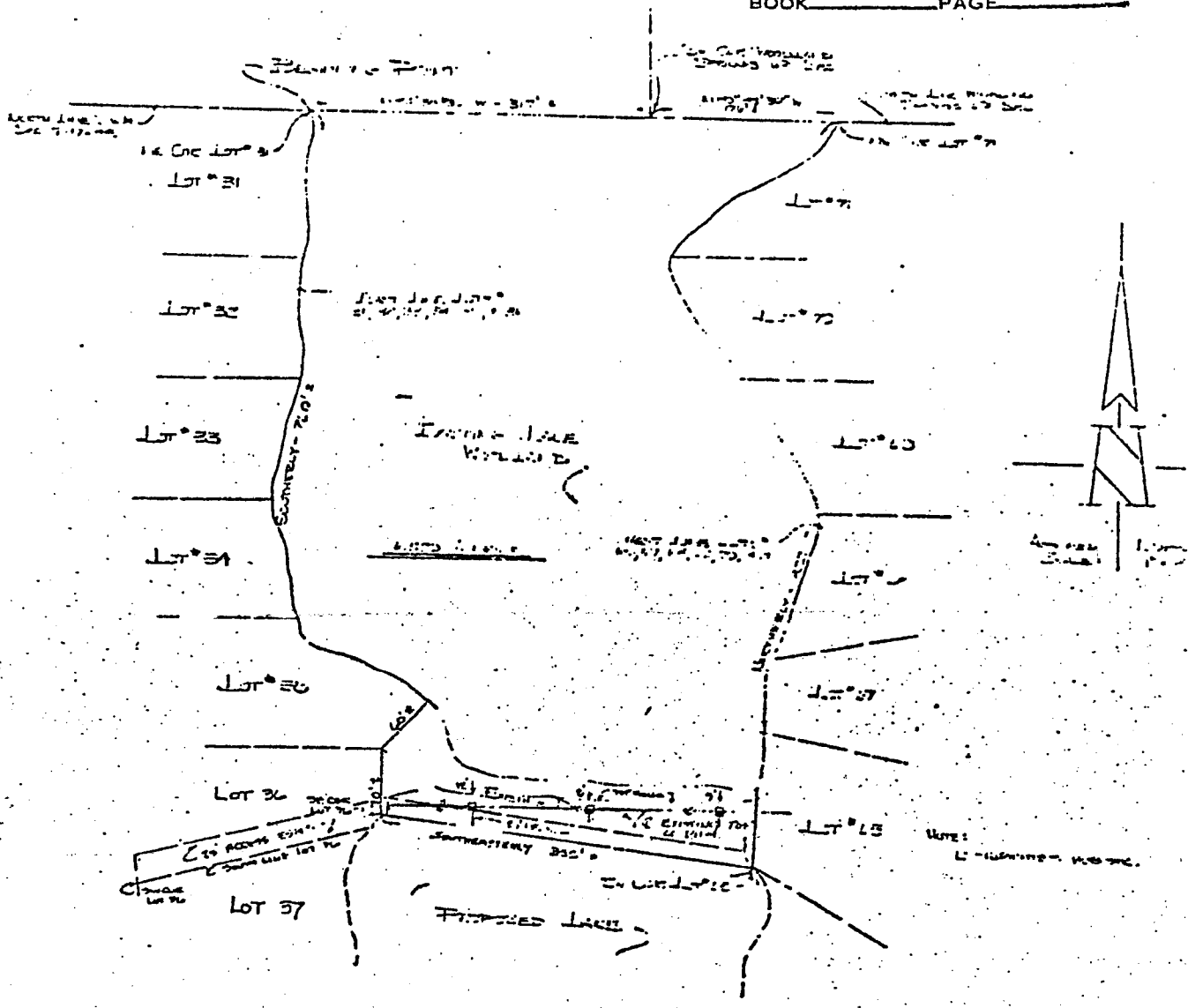
SECTION THREE

A part of the Southwest Quarter of Section 5, Township 17, North of Range 4 East in Hamilton County, Indiana, being more particularly described as follows, to-wit:

Beginning at the Southeast corner of said Quarter Section; thence North 89 degrees 40 minutes 15 seconds West upon and along South line of said Quarter Section 991.340 feet to a point; thence North 00 degrees 13 minutes 15 seconds West and parallel to the East line of said Quarter Section 265.610 feet to a point; thence North 52 degrees 13 minutes 15 seconds West 307.757 feet to a point; thence North 37 degrees 46 minutes 45 seconds East 940.00 feet to a point; thence North 00 degrees 13 minutes 15 seconds West and parallel to said East line 155.00 feet to a point; thence North 89 degrees 46 minutes 45 seconds East 655.090 feet to the said East line; thence South 00 degrees 13 minutes 15 seconds East upon and along said East line 1360.330 to the POINT OF BEGINNING, containing 29.383 acres, more or less.

Subject, however, to the right-of-way for 106th Street off the entire South side thereof, subject, further, to the right-of-way for Chester Road off the entire East side thereof, subject, also, to all other legal easements and rights-of-ways.

6/15/72




LEGAL DESCRIPTION

A part of the Southwest Quarter of section 5, Township 17 North of Range 8 East in Hamilton County, Indiana, being more particularly described as follows, to-wit:

Beginning at the Northwest corner of Lot 31 in "The Woodlands - Section One", a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 4, Page 75 in the Office of the Recorder of Hamilton County, Indiana, thence Southerly upon and the East line of Lots 31, 32, 33, 34, 35 and 36 a distance of 750 feet more or less, to the Southeast corner of Lot 36; thence Southerly 355 feet more or less, to the Southwest corner of Lot 65; thence Northerly upon and along the West line of Lots 65, 67, 68, 69, 70 and 71 a distance of 822 feet more or less, to the South line of "Woodland Springs - Sixth Section", a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 3, Pages 94 and 95 in the Office of the Recorder of Hamilton County, Indiana, and the North line of said Southwest Quarter Section; said point also being the Northwest corner of Lot numbered 71; thence North 89 degrees 35 minutes 30 seconds West upon and along the South line of said "Woodland Springs - Sixth Section" and the North line of said Quarter Section 174 feet more or less, to the Southwest corner of said "Woodland Springs - Sixth Section"; thence North 89 degrees 35 minutes 30 seconds West upon and along the said North line 317 feet more or less to the POINT OF BEGINNING, containing 6.523 acres, more or less.

Subject, however, to all legal encumbrances and right-of-ways.

DATE CHECKED 11/11/2011	 Schneider engineering corporation civil engineers land surveyors 3175 North Grand Street Indianapolis, Indiana 46228 (317) 644-4721	PREPARED FOR SCHEITZ & THOMPSON, P.C.	DATE 11/11/2011
CERTIFIED		PROJECT PART SEVENTH LINE WOODLAND SPRINGS	TITLE LEGAL DESCRIPTION



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Vincent J. Schneider, president

EXHIBIT "C"
Additional Real Estate

LEGAL DESCRIPTION
THE WOODLANDS

BOOK 261 PAGE 114

A part of the Southwest Quarter of Section 5, Township 17 North of Range 4 East in Hamilton County, Indiana, being more particularly described as follows, to wit:

Beginning at a point on the South line of said Quarter Section 991.34 feet North 89 degrees 40 minutes 15 seconds West of the Southeast corner of the said Quarter Section; thence North 89 degrees 40 minutes 15 seconds West upon and along the said South line 997.88 feet to a point; thence North 00 degrees 19 minutes 45 seconds East 40.00 feet to the POINT OF CURVATURE of a 6.82093 degree curve to the right, the radius point of said curve being South 89 degrees 40 minutes 15 seconds East 840.00 feet from said point; thence Northeasterly upon and along said curve 549.05 feet to the POINT OF TANGENCY, the radius point of said curve being South 52 degrees 13 minutes 15 seconds East 840.00 feet from said point; thence North 37 degrees 46 minutes 45 seconds East 273.55 feet to a point; thence South 52 degrees 13 minutes 15 seconds East 826.13 feet to a point; thence South 00 degrees 13 minutes 15 seconds East and parallel with the East line of said Quarter Section 256.61 feet to the POINT OF BEGINNING, containing 11.853 acres, more or less.

Subject, however, to the right-of-way for East 108th Street off the entire South side thereof; subject, further to all other legal easements and rights-of-ways.

6/13/72



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EXHIBIT "B"

BOOK

261

PAGE

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ADDITIONAL REAL ESTATE

LEGAL DESCRIPTION

80 ACRES

The West Half of the Northwest Quarter of Section 8
Township 17 North, Range 4 East in Hamilton County,
Indiana, containing 80 acres, more or less.

Subject, however, to all legal easements and rights
of ways.

6/15/72

EXHIBIT "C"

Page 2



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EXHIBIT "D"

BOOK 261 PAGE 116

SUPPLEMENTAL REAL ESTATE

LEGAL DESCRIPTION

WOODLAND GREEN - PHASE I

A part of the Northeast Quarter of Section 5, Township 17 North of Range 4 East in Hamilton County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Southwest corner of the Northeast Quarter of Section 5 thence North 22 degrees 11 minutes 55 seconds East upon and along the centerline of Haverstick Road as now located and established, a distance of 256.730 feet to a point; thence North 18 degrees 16 minutes 25 seconds East upon and along said centerline a distance of 1146.862 feet to the TRUE POINT OF BEGINNING OF THIS DESCRIPTION; thence North 18 degrees 16 minutes 25 seconds East upon and along said centerline a distance of 2.238 feet to a point; thence North 17 degrees 06 minutes 25 seconds East upon and along said centerline a distance of 1648.976 feet to a point in the North line of said Northeast Quarter Section and the centerline of East 116th Street, as now located and established; thence South 89 degrees 58 minutes 59 seconds East upon and along said North line and said centerline a distance of 729.800 feet to a point; thence South 00 degrees 04 minutes 53 seconds West a distance of 1667.000 feet to a point; thence North 89 degrees 55 minutes 07 seconds West a distance of 200.00 feet to a point; thence North 00 degrees 04 minutes 53 seconds East a distance of 25.00 feet to a point; thence North 89 degrees 55 minutes 07 seconds West a distance of 320.00 feet to a point; thence South 00 degrees 04 minutes 53 seconds West a distance of 68.497 feet to a point; thence North 89 degrees 55 minutes 07 seconds West a distance of 85.00 feet to a point; thence North 10 degrees 16 minutes 55 seconds East a distance of 5.497 feet to a point; thence North 72 degrees 53 minutes 35 seconds West a distance of 133.652 feet to a point; thence South 17 degrees 06 minutes 25 seconds West a distance of 20,000 feet to a point; thence North 72 degrees 53 minutes 35 seconds West a distance of 190.00 feet to a point; thence South 17 degrees 29 minutes 56 seconds West a distance of 13.257 feet to a point; thence North 1 degrees 43 minutes 35 seconds West a distance of 200.00 feet to the POINT OF BEGINNING, containing 37.421 acres, more or less.

subject, also, to all legal easements and rights-of-ways.

6/15/72



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EXHIBIT "D"

261

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BOOK PAGE

SUPPLEMENTAL REAL ESTATE

LEGAL DESCRIPTION

WOODLAND GREEN - PHASE II

A part of the Northeast Quarter of Section 5, Township 17 North of Range 4 East in Hamilton County, Indiana, being more particularly described as follows, to-wit:

Beginning at the Southwest corner of the said Northeast Quarter Section thence North 22 degrees 11 minutes 55 seconds East upon and along the centerline of Haverstick Road, as now located and established, a distance of 256.73 feet to a point; thence North 18 degrees 16 minutes 25 seconds East upon and along said centerline a distance of 1146.862 feet to the Southwest corner of "Woodland Green - First Section", a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 3, Pages 104-105 in the Office of the Recorder of Hamilton County, Indiana, thence South 71 degrees 43 minutes 35 seconds East a distance of 200.00 feet to a point; thence North 17 degrees 29 minutes 06 seconds East a distance of 13.257 feet to a point; thence South 72 degrees 53 minutes 35 seconds East a distance of 190.00 feet to a point; thence North 17 degrees 06 minutes 25 seconds East a distance of 20.00 feet to a point; thence South 72 degrees 53 minutes 35 seconds East a distance of 133.652 feet to a point; thence South 10 degrees 16 minutes 55 seconds West a distance of 5.497 feet to a point; thence South 89 degrees 55 minutes 07 seconds East a distance of 185.00 feet to a point; thence North 00 degrees 04 minutes 53 seconds East a distance of 68.497 feet to a point; thence South 89 degrees 55 minutes 07 seconds East a distance of 320.00 feet to a point; thence South 00 degrees 04 minutes 53 seconds West a distance of 25.00 feet to a point; thence South 89 degrees 55 minutes 07 seconds East a distance of 200.00 feet to the Southeast corner of said "Woodland Green - First Section" (the preceding eleven (11) described courses being continuous and contiguous with the South line of said "Woodland Green - First Section"); thence South 00 degrees 04 minutes 53 seconds West a distance of 1240.453 feet to the South line of said Northeast Quarter Section; thence North 89 degrees 54 minutes 14 seconds West upon and along the South line of said Quarter Section a distance of 1668.037 feet to the POINT OF BEGINNING, containing 41.477 acres, more or less.

Subject, also, to all legal easements and rights-of-ways.

6/15/72



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EXHIBIT "D"

BOOK 261 PAGE 118

SUPPLEMENTAL REAL ESTATE

LEGAL DESCRIPTION

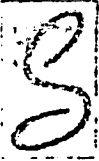
EDEN FOREST

A part of the East Half of the Southwest Quarter of Section 32, Township 18 North of Range 4 East in Hamilton County, Indiana, being more particularly described as follows, to-wit:

Beginning at the Southwest corner of the East Half of the said Southwest Quarter Section; thence North 00 degrees 22 minutes 34 seconds West a distance of 2656.910 feet to a point; thence South 89 degrees 27 minutes 42 seconds East a distance of 660.572 feet to a point; thence South 00 degrees 14 minutes 35 seconds East a distance of 924.400 feet to a point; thence South 84 degrees 36 minutes 18 seconds East a distance of 206.620 feet to a point; thence South 00 degrees 27 minutes 28 seconds East a distance of 1705.099 feet to a point on the South line of the East Half of said Southwest Quarter Section; thence South 89 degrees 52 minutes 55 seconds West upon and along said South line a distance of 378.352 feet to a point; thence North 00 degrees 54 minutes 58 seconds East a distance of 500.092 feet to a point; thence South 89 degrees 52 minutes 55 seconds West and parallel with said South line a distance of 28.760 feet to a point; thence South 70 degrees 19 minutes 55 seconds West a distance of 113.660 feet to a point; thence South 34 degrees 07 minutes 22 seconds West a distance of 81.231 feet to a point; thence South 01 degrees 41 minutes 17 seconds West a distance of 395.018 feet to a point on said South line; thence South 89 degrees 52 minutes 55 seconds West upon and along said South line a distance of 303.000 feet to the POINT OF BEGINNING, containing 46.295 acres, more or less.

Subject, however, to all legal easements and rights of ways.

6/15/72



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EXHIBIT "G"

SUPPLEMENTAL REAL ESTATE

LEGAL DESCRIPTION

BOOK 261 PAGE 119

EDEN GLEN

A part of the Southwest Quarter of Section 32, Township 18 North of Range 4 East in Hamilton County, Indiana, being more particularly described as follows, to-wit:

Beginning at the Southeast corner of the West Half of the said Southwest Quarter Section (said point being South 89 degrees 52 minutes 55 seconds West 1319.58 feet from the Southeast corner of the said Southwest Quarter Section); thence South 89 degrees 52 minutes 55 seconds West upon and along the South line of said Quarter Section 664.82 feet to a point; (said point being 661.79 feet North 89 degrees 52 minutes 55 seconds East from the Southwest corner of said Southwest Quarter Section); thence North 00 degrees 14 minutes 55 seconds West 2652.74 feet to a point; thence North 89 degrees 52 minutes 55 seconds East and parallel with the said South line 658.916 feet to the West line of "Eden Forests" a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 2, Pages 85,86 and 87 in the Office of the Recorder of Hamilton County, Indiana, thence South 00 degrees 22 minutes 34 seconds East upon and along the West line of said "Eden Forests" 2652.76 feet to the POINT OF BEGINNING, containing 40.307 acres, more or less.

Subject, however, to all legal easements and rights of ways.

6/15/72

Vincent J. Schneider, President



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EXHIBIT "D"

SUPPLEMENTAL REAL ESTATE BOOK 261 PAGE 120

LEGAL DESCRIPTION

40 ACRES

The West Half of the West Half of the Southwest
Quarter of Section 32, Township 18 North, Range
West in Hamilton County, Indiana, containing
40 acres, more or less.

This Instrument Recorded Sept 27 1972
JUNE M. HEDGES, RECORDER HAMILTON COUNTY, IND.

6/15/72