

840079227

1150

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 4th day of OCTOBER, 1984,
by C. P. MORGAN CO., INC., its successors or assigns
(hereinafter referred to as "Developer"),

WITNESSETH:

WHEREAS, Developer is the purchaser of all of the lands contained in the area shown on Exhibit "A", attached hereto and made a part hereof, which lands will be subdivided for development of single family housing (hereinafter referred to as the "Development"), and will be more particularly described on the plats of the various sections thereof recorded and to be recorded in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Developer is about to sell and convey the residential lots situated within the platted areas of the Development and before doing so desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development and future owners thereof:

NOW, THEREFORE, Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of Developer's successors in title to any real estate in the Development. Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by Developer of a particular lot or tract within the Development as shown on Exhibit "A", to exclude any real estate so shown from the Development, or to include additional real estate.

RECEIVED FOR RECORD
BY THE CLERK
RECORDER-MARION CO
OCT 9 3 37 PM '84

1. Definitions. The following are the definitions of the terms as they are used in this Declaration.

A. "Committee" shall mean the Development Control Committee, composed of three (3) members appointed by Developer who shall be subject to removal by Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of Developer until such time as the subdivision is completely developed, or at such earlier time as Developer may turn over its responsibilities, at which time the homeowners shall form an association and shall appoint from its members to this Committee; provided, however, such turn over shall occur not later than December 31, 1987.

B. "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the development which is recorded in the Office of the Recorder of Marion County, Indiana.

C. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a lot, but excluding those persons having such interest merely as security for the performance of an obligation.

D. "The Committee" shall be created and its membership shall consist of lot owners who pay mandatory assessments annually for liability insurance and maintenance costs for lake and other Common Areas, fertilizing and weed control.

E. "Common Area" shall mean those areas set aside for lake and recreation area, theme structures at street entrances, lights and street landscaping.

F. "Limited Common Area" appears upon the platted lots of the subdivision designated by block letter showing the quantity of acreage contained therein and further identified as a "cul-de-loop" which is created for the exclusive use and enjoyment of those particular lots having public street access therefrom. Each such owner shall have an easement for ingress and egress in common with the other adjacent owners to the public street across such area. Such cul-de-loop shall further have a mounded landscaped island as shown on the plat therein adjacent to the public right-of-way and such Limited Common Area shall be owned and maintained by equal undivided interests as tenants in common of the lots abutting thereon and using the cul-de-loop as a means of ingress and egress to the public right-of-way. Such maintenance and repair shall be undertaken by a determination in writing of a majority of the lot owners having an undivided interest in the Limited Common Area, and upon the failure of any such lot owner to pay his equal contributive share for such maintenance or repair, the remaining lot owners or any one of them may advance the defaulting lot owner's contributive share upon thirty (30) days' written notice and such advancement shall constitute a lien upon the lot of the defaulting lot owner enforceable in the same manner and under the same terms as made and provided under the provisions of the Mechanics Lien Laws of the State of Indiana, Chapter 116 of the Acts of the 1909 Indiana General Assembly as amended to date, I.C. 32-8-3-1 et seq. Any such lien shall be subordinate to the lien of any first mortgage and any first mortgagee taking title to a lot by foreclosure or deed in lieu thereof shall take title free and clear of any such assessments for work performed prior to such mortgagee's taking title.

2. Power of Committee.

A. In General. No dwelling, building structure, fencing or improvement of any type or kind (excluding landscaping) shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and the Committee may require a set of plans and specifications for any such proposed construction or improvement. The Committee may require that such plans include plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated, and that such plans and specifications set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. Provided, however, approval will

84 79727

not be required for rear fences not exceeding four (4) feet in height and playground facilities or similar items not visible from the street.

B. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(1) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;

(2) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures, including trim, siding, roof and brick colors;

(3) The proposed improvement or any part thereof would architecturally, in the reasonable judgment of the Committee, be contrary to the interests, welfare or rights of all or any part of other Owners.

3. Duties of Committee. The Committee shall approve or disapprove proposed improvements within fifteen (15) days after all required information shall have been submitted to it. A copy of submitted materials shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons. The Committee shall further affix its signature of approval upon two (2) site plans for purposes of obtaining an Improvement Location Permit from the Permits Section of the Department of Metropolitan Development.

4. Liability of Committee. Neither the Committee nor any agent thereof, nor Developer, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

5. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

6. Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever two or more contiguous lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of said lots as a site for a single dwelling, he shall apply in writing to the Committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single dwelling shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one single dwelling.

7. Remedies.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, any homeowner or an association of homeowners within the Development or the Code Enforcement Division of the Department of Metropolitan Development may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither Developer, a homeowner or an association of homeowners shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

84 79227

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

8. Effect of Becoming an Owner and Lien of Assessment.

A. The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of Developer with respect to these Restrictions and also for themselves, their heirs, personal representatives, successors and assigns. Such Owners covenant and agree and consent to and with Developer and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

B. Until development is completed, Developer shall pay the costs of liability insurance and maintenance costs for the lake and other common area maintenance and weed control. Upon completion of development, the homeowner shall form an association or not-for-profit corporation and elect from among its membership not less than three (3) nor more than five (5) homeowners or other persons who shall act as its board of managers or board of directors and Development Control Committee, and Developer shall convey the lake and other common areas to such association or corporation. It shall fix annual assessments for the above-described costs and any necessary reserves and expenses which shall be equal as to each lot in the Development. Payment of such assessments shall be mandatory as to each homeowner, shall constitute a continuing lien upon the property of that homeowner, subordinated only to the lien of a first mortgage, and shall be collected in the same manner and be subject to the same terms and conditions as the assessments described in paragraph 1.F hereof.

9. Duration. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2014, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Changes or amendments in these covenants, conditions and restrictions may be made by vote of those persons (including Developer) who are then the Owners of a majority of the numbered lots in the Development. Any such change shall not be effective until recorded in the Office of the Recorder of Marion County, Indiana. No change affecting the rights or obligations of Developer hereunder shall be effective without the written consent of Developer.

10. Severability. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN TESTIMONY WHEREOF, witness the signature of Declarant
this 4th day of OCTOBER, 1984.

C. P. MORGAN CO., INC.

By: Charles P. Morgan, PRES
Charles P. Morgan, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and
State, personally appeared Charles P. Morgan, who acknowledged
the execution of the foregoing Declaration of Covenants,
Conditions and Restrictions and who, having been duly sworn,
stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 4th day of

October, 1984.

Sherrie Joyner
(SHERRIE JOYNER) Notary Public

Commission Expires:
7-10-88

My County of Residence is:

Marion

This Instrument was prepared by John W. Van Buskirk, Attorney at Law.

84 79227

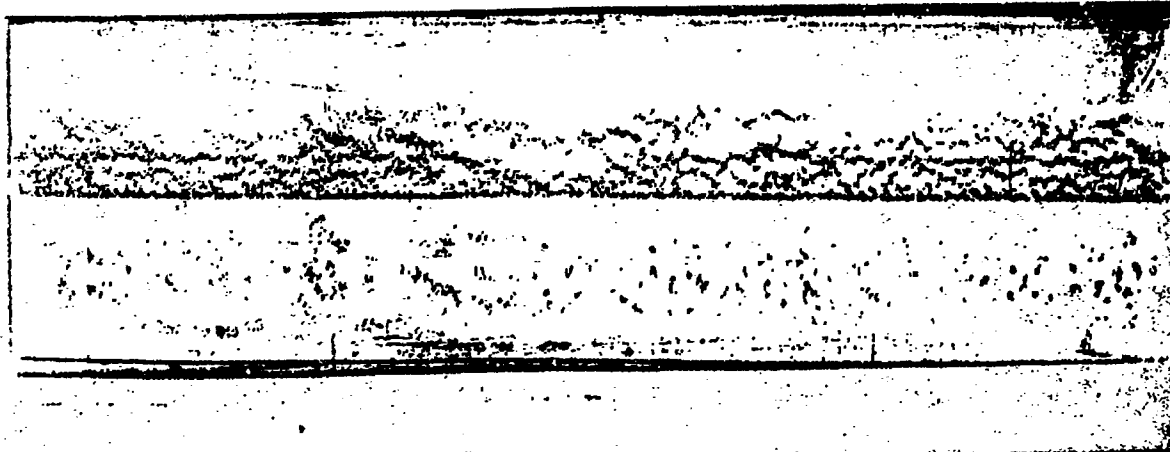
EXHIBIT "A"

Part of the Northeast Quarter of Section 15, Township 17 North, Range 4 East in Marion County, State of Indiana, described as follows:

Beginning at a point on the North line of Section 15, Township 17 North, Range 4 East, said point being 813.66 feet West of the Northeast corner of Section 15, Township 17 North, Range 4 East; thence East along the North line of said Section 717.33 feet to a point, said point being 96.33 feet West of the Northeast corner of said Section 15, Township 17 North, Range 4 East; thence South 1324 feet (1323.95 feet measured); thence West 719 feet (721.89 feet measured) to a point, said point being 1850.9 feet East of the West line of the Northeast Quarter of said Section; thence North 1323.4 feet (1323.49 feet measured) to the North line of said Section, the place of beginning, containing 21.82 acres, (21.86 acres measured).

Subject to the right of way of East 96th Street.

84 79227



CROSS REFERENCE

500

850001064

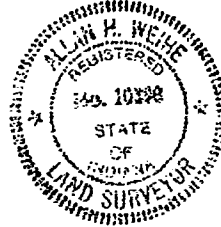
CERTIFICATE OF CORRECTION

This instrument is filed for the purpose of correcting a certain error in the plat of "Charter Pointe-Section I", recorded as Instrument #84-79228 in the Office of the Recorder of Marion County, Indiana.

Subject to an easement for pipeline right-of-way and option for easement to Citizen's By-Products Coal Company, recorded as Instrument No. 82-49216 (instead of Instrument No. 82-49217) in the Office of the Recorder of Marion County, Indiana.

Certified this 21st day of December, 1984.

Allan H. Weihe
Allan H. Weihe, Reg. L.S.-Indiana #10398



RECEIVED FOR RECORD
BETH BLANKEN
RECORDER-MARION CO.
JAN 4 8 49 AM '85

REGISTERED
FOR TAXATION
JAN 4 8 00 03 59
COUNTY AUDITOR
Blum

This Instrument prepared by Allan H. Weihe

	<p>WEIHE ENGINEERS INC. 10605 N. COLLEGE AVENUE INDIANAPOLIS, INDIANA 46280 (317) 848-8611</p>	<p>ALLAN H. WEIHE, P.E., L.S. PRESIDENT</p>
CIVIL ENGINEERS	LAND SURVEYORS	LAND PLANNERS

CROSS REFERENCE

850080137

85 89137

SEP 17 1985 025162
George A. Harvey

CERTIFICATE OF OMISSION
FOR
CHARTER POINTE SECTION 1

This instrument is filed for the purpose of adding certain information which was omitted from the plat of CHARTER POINTE SECTION 1, recorded as Instrument Number 84-79228 in the Office of the Recorder of Marion County, Indiana.

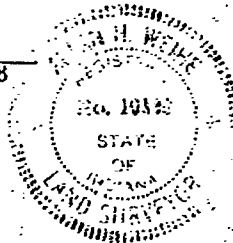
Cul-De-Loop-Block "B" as shown on the within plat.

Where a cul-de-loop is shown on this plat and designated as Block "B", containing 0.056 acre, more or less, they shall be owned in common with the other lot owners serviced by such cul-de-loop and it shall be the obligation of each owner in common with the other lot owners served by such cul-de-loop to contribute an equal share in the cost of maintenance of such cul-de-loop. Where a majority of lot owners served by private drive elect to repair such cul-de-loop and one or more lot owners fail to pay their allocable share of such repair, then the owners paying such cost may file a lien for the reasonable value of labor performed and materials furnished as prescribed by the lien laws of the State of Indiana, against any such lot and the owner thereof and recover the full assessment owed, together with interest from due date and reasonable attorneys fees. The cul-de-loop may contain utilities (private or public) to serve said lots in which event the several property owners shall maintain the utilities not otherwise maintained by the respective utility in the same manner as set out for the cul-de-loop.

Lots 5 thru 9 are the lots so served.

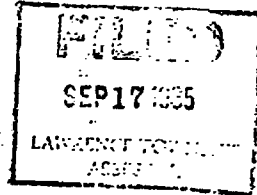
Certified this 10th day of September, 1985.

Allan H. Weihe
Allan H. Weihe, Reg. L.S.-Indiana #10398



RECEIVED FOR RECORD
CLERK OF COURSE
RECORDER-MARION CO.
SEP 17 1 47 PM '85

Sept 17 1985
FPR



This Instrument prepared by Allan H. Weihe.

	<p>WEIHE ENGINEERS INC. 10505 N. COLLEGE AVENUE INDIANAPOLIS, INDIANA 48280 (317) 848 8611</p> <p>ALLAN WEIHE, P.E., L.S. PRESIDENT</p> <p>CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS</p>
--	--

CROSS REFERENCE

85 80138

FILED
SEP 17 1985
10 25 163
F. J. H. H. JR.
F. J. H. H. JR.

850080138

CERTIFICATE OF OMISSION
FOR
CHARTER POINTE SECTION II

This instrument is filed for the purpose of adding certain information which was omitted from the plat of CHARTER POINTE SECTION II, recorded as Instrument Number 85-35541 in the Office of the Recorder of Marion County, Indiana.

Cul-De-Loop-Block "C" as shown on the within plat.

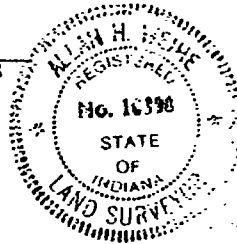
Where a cul-de-loop is shown on this plat and designated as Block "C", containing 0.056 acre, more or less, they shall be owned in common with the other lot owners serviced by such cul-de-loop and it shall be the obligation of each owner in common with the other lot owners served by such cul-de-loop to contribute an equal share in the cost of maintenance of such cul-de-loop. Where a majority of lot owners served by private drive elect to repair such cul-de-loop and one or more lot owners fail to pay their allocable share of such repair, then the owners paying such cost may file a lien for the reasonable value of labor performed and materials furnished as prescribed by the lien laws of the State of Indiana, against any such lot and the owner thereof and recover the full assessment owed, together with interest from due date and reasonable attorneys fees. The cul-de-loop may contain utilities (private or public) to serve said lots in which event the several property owners shall maintain the utilities not otherwise maintained by the respective utility in the same manner as set out for the cul-de-loop.

Lots 18 thru 22 are the lots so served.

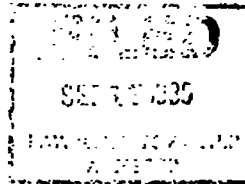
Certified this 15th day of September, 1985.

RECEIVED FOR RECORD
DEPT. OF PUBLIC
RECORDS - MARION CO.
SEP 17 1 47 PM '85

Allan H. Weihe
Allan H. Weihe, Reg. L.S.-Indiana #10398



This Instrument prepared by Allan H. Weihe.



APPROVED THE...
L.S. [Signature]
F.P.C.

	WEIHE ENGINEERS INC. 10505 N. COLLEGE AVENUE INDIANAPOLIS, INDIANA 46280 (317) 846-8611 <small>CIVIL ENGINEERS LAND SURVEYORS</small>	<small>ALLAN H. WEIHE, P.E., L.S.</small> <small>PRESIDENT</small> <small>LAND PLANNERS</small>
--	---	---

FILED
MAY 18 1986
LAWRENCE TOWNSHIP
ASSESSOR

APPROVED THIS 18th day of June 1986
LAWRENCE TOWNSHIP ASSESSOR
AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

860052502

15.50

CROSS REFERENCE

THIS DECLARATION made this 18 day of JUNE, 1986
by C. P. MORGAN CO., INC., its successors (hereinafter
referred to as "Developer"),

WITNESSETH:

BETH O'LAUGHLIN
RECORDER-MARION CO.

DULY ENTERED
FOR TAXATION
JUN 18 1986 1567
COUNTY CLERK
Marion County, Indiana

WHEREAS, Developer is the purchaser of the lands
contained in the area shown on Exhibit "A", attached hereto and
made a part hereof, which lands have been sold for develop-
ment of single family housing (hereinafter referred to as the
"Development"), and will be more particularly described on the
plats of the various sections thereof recorded and to be recorded
in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant previously recorded a certain Declaration of
Covenants, Conditions and Restrictions as Instrument No. 84279227
in the Office of the Recorder of Marion County, Indiana, and now
wishes to amend said Declaration to include additional adjacent
real estate and to clarify the terms of said Declaration;

WHEREAS, Developer is about to sell and convey the residential
lots situated within the platted areas of the Development, and
before doing so desires to subject and impose upon all real estate
within the platted areas of the Development mutual and beneficial
restrictions, covenants, conditions and charges (hereinafter
referred to as the "Restrictions") under a general plan or scheme
of improvement for the benefit and complement of the lots and lands
in the Development and future owners thereof;

NOW, THEREFORE, Developer hereby declares that all of the
platted lots and lands located within the Development as they
become platted are held and shall be held, conveyed, hypothecated
or encumbered, leased, rented, used, occupied and improved, subject
to the following Restrictions, all of which are declared and agreed
to be in furtherance of a plan for the improvement and sale of said
lots and lands in the Development, and are established and agreed
upon for the purpose of enhancing and protecting the value,
desirability and attractiveness of the Development as a whole and
of each of said lots situated therein. All of the Restrictions
shall run with the land and shall be binding upon Developer and
upon the parties having or acquiring any right, title or interest,
legal or equitable, in and to the real property or any part or
parts thereof subject to such Restrictions, and shall inure to the
benefit of Developer's successors in title to any real estate in
the Development. Developer specifically reserves unto itself the
right and privilege to include additional real estate within the
Development, or, prior to the recording of the plat by Developer of
a particular lot or tract within the Development, to exclude any
part of the real estate shown on Exhibit "A" from the Development.

1. Definitions. The following are the definitions of the
terms as they are used in this Declaration.

A. "Committee" shall mean the Development Control Committee,
composed of three (3) members appointed by Developer who shall be
subject to removal by Developer at any time with or without cause.
Any vacancies from time to time existing shall be filled by
appointment of Developer until such time as the subdivision is
completely developed, or at such earlier time as Developer may turn
over its responsibilities, at which time the homeowners shall form
an association and shall appoint from its members to this
Committee; provided, however, such turn over shall occur not later
than December 31, 1988.

B. "Lot" shall mean any parcel of real estate, whether
residential or otherwise, described by one of the plats of the
development which is recorded in the Office of the Recorder of
Marion County, Indiana.

C. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a lot, but excluding those persons having such interest merely as security for the performance of an obligation.

D. "The Committee" shall be created and its membership shall consist of lot owners who pay mandatory assessments annually for liability insurance and maintenance costs for lake and other Common Areas, fertilizing and weed control.

E. "Common Area" shall mean those areas set aside for lake and recreation area, theme structures at street entrances, lights and street landscaping.

F. "Limited Common Area" appears upon the platted lots of the subdivision designated by block letter showing the quantity of acreage contained therein and further identified as a "cul-de-loop" which is created for the exclusive use and enjoyment of those particular lots having public street access therefrom. Each such owner shall have an easement for ingress and egress in common with the other adjacent owners to the public street across such area. Such cul-de-loop shall further have a mounded landscaped island as shown on the plat therein adjacent to the public right-of-way and such Limited Common Area shall be owned and maintained by equal undivided interests as tenants in common of the lots abutting thereon and using the cul-de-loop as a means of ingress and egress to the public right-of-way. Such maintenance and repair shall be undertaken by a determination in writing of a majority of the lot owners having an undivided interest in the Limited Common Area, and upon the failure of any such lot owner to pay his equal contributive share for such maintenance or repair, the remaining lot owners or any one of them may advance the defaulting lot owner's contributive share upon thirty (30) days' written notice and such advancement shall constitute a lien upon the lot of the defaulting lot owner enforceable in the same manner and under the same terms as made and provided under the provisions of the Mechanics Lien Laws of the State of Indiana, Chapter 116 of the Acts of the 1909 Indiana General Assembly as amended to date, I.C. 32-8-3-1 et seq. Any such lien shall be subordinate to the lien of any first mortgage and any first mortgagee taking title to a lot by foreclosure or deed in lieu thereof shall take title free and clear of any such assessments for work performed prior to such mortgagee's taking title.

2. Power of Committee.

A. In General. No dwelling, building structure, fencing, satellite dish or improvement of any type or kind (excluding landscaping) shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and the Committee may require a set of plans and specifications for any such proposed construction or improvement. The Committee may require that such plans include plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated, and that such plans and specifications set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. Provided, however, approval will not be required for rear fences not exceeding four (4) feet in height and playground facilities or similar items not visible from the street.

B. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

860052502

(1) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;

(2) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures, including trim, siding, roof and brick colors;

(3) The proposed improvement or any part thereof would architecturally, in the reasonable judgment of the Committee, be contrary to the interests, welfare or rights of all or any part of other Owners.

3. Duties of Committee. The Committee shall approve or disapprove proposed improvements within fifteen (15) days after all required information shall have been submitted to it. A copy of submitted materials shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons. The Committee shall further affix its signature of approval upon two (2) site plans for purposes of obtaining an Improvement L. J. ation Permit from the Permits Section of the Department of Metropolitan Development.

4. Liability of Committee. Neither the Committee nor any agent thereof, nor Developer, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

5. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

6. Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever two or more contiguous lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of said lots as a site for a single dwelling, he shall apply in writing to the Committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single dwelling shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one single dwelling.

7. Remedies.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, any homeowner or an association of homeowners within the Development or the Code Enforcement Division of the Department of Metropolitan Development may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither Developer nor an association of homeowners shall be liable for damages of any kind to any person for failing to enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Costs and Attorneys' Fees. In the event the Committee or the Association is required to retain attorneys or engage in

860052502

civil proceedings in order to enforce the terms and provisions of this Declaration, the Committee or Association shall be entitled to recover its costs, including reasonable attorneys' fees, and all such costs shall constitute a lien upon the Lot or Lots involved in the same manner as the assessments for common areas provided for herein.

8. Effect of Becoming an Owner and Lien of Assessment.

A. The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of Developer with respect to these Restrictions and also for themselves, their heirs, personal representatives, successors and assigns. Such Owners covenant and agree and consent to and with Developer and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

B. Developer shall initially pay the costs of liability insurance and maintenance costs for any lakes and other common area maintenance and weed control. Upon completion of development or turn over of control of the Association to the homeowners, the homeowners shall form an association or not-for-profit corporation and elect from among its membership not less than three (3) nor more than five (5) homeowners or other persons who shall act as its board of managers or board of directors and Development Control Committee, and Developer shall convey any lakes and other common areas to such association or corporation. It shall fix annual assessments for the above-described costs and any necessary reserves and expenses which shall be equal as to each lot in the Development. The Association shall also contract for snow removal from streets within the Development. Payment of such assessments shall be mandatory as to each homeowner, shall constitute a continuing lien upon the property of that homeowner, subordinated only to the lien of a first mortgage, and shall be collected in the same manner and be subject to the same terms and conditions as the assessments described in paragraph 1.F hereof.

9. Duration. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2014, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Changes or amendments in these covenants, conditions and restrictions may be made by vote of those persons (including Developer) who are then the Owners of a majority of the numbered lots in the Development. Any such change shall not be effective until recorded in the Office of the Recorder of Marion County, Indiana. No change affecting the rights or obligations of Developer hereunder shall be effective without the written consent of Developer.

10. Severability. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

860052502

IN TESTIMONY WHEREOF, witness the signature of Declarant
this 18 day of JUNE, 1986.

C. P. MORGAN CO., INC.

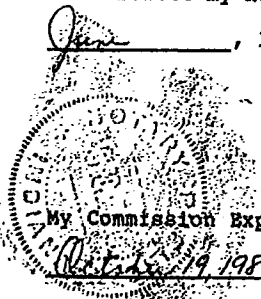
By: William Bleke, Vice President
William Bleke
Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and
State, personally appeared William Bleke, who
acknowledged the execution of the foregoing Amended Declaration
of Covenants, Conditions and Restrictions and who, having been
duly sworn, stated that the representations therein contained
are true.

Witness my hand and Notarial Seal this 18th day of

June, 1986.



Marilyn S. Newman
(Marilyn S. Newman) Notary Public

My Commission Expires:

October 19, 1989

My County of Residence is:

Hamilton Co.

860052502

This Instrument was prepared by John W. Van Buskirk, Attorney at Law.

Part of the Northeast Quarter of Section 15, Township 17 North, Range 4 East in Marion County, State of Indiana, described as follows:

Beginning at a point on the North line of Section 15, Township 17 North, Range 4 East, said point being 813.66 feet West of the Northeast corner of Section 15, Township 17 North, Range 4 East; thence East along the North line of said Section 717.33 feet to a point, said point being 96.33 feet West of the Northeast corner of said Section 15, Township 17 North, Range 4 East; thence South 1324 feet (1323.95 feet measured); thence West 719 feet (721.89 feet measured) to a point, said point being 1850.9 feet East of the West line of the Northeast Quarter of said Section; thence North 1323.4 feet (1323.49 feet measured) to the North line of said Section, the place of beginning, containing 21.82 acres, (21.86 acres measured).

EXHIBIT A
pg 1 of 3

860052502

	 WEINE ENGINEERS INC. 10505 N. COLLEGE AVENUE INDIANAPOLIS, INDIANA 46280 (317) 848-8911 CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS ALLAN H. WEINE, P.E., L.S. PRESIDENT
--	--

Tract 1: Part of Sections 15 and 14, Township 17 North, Range 4 East of the Second Principal Meridian in Marion County, State of Indiana, described as follows, to-wit:

Part of the Northeast and part of the Northwest Quarter beginning at a point on the North line of Section 15, Township 17 North, Range 4 East, said point being 96.33 feet West of the Northeast corner of said Section 15, Township 17 North, Range 4 East and the Northwest corner of Section 14, Township 17 North, Range 4 East; thence East along the North line of said Section 14 and 15, Township 17 North, Range 4 East 717.33 feet; thence South 1324.6 feet (1324.21 feet measured); thence West 719 feet to a point, said point being 96.33 feet West of the East line of Section 15, Township 17 North, Range 4 East and the West line of Section 14, Township 17 North, Range 4 East; thence North 1324 feet to the North line of Section 15, Township 17 North, Range 4 East to the place of beginning.

EXCEPT that part conveyed to James W. Huckelberry and Anna H. Huckelberry, husband and wife, December 6, 1947, and described as follows:

Part of the Northwest Quarter of the Northwest Quarter of Section 14, Township 17 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows, to-wit:

Beginning at a point on the North line of said Quarter Section 621 feet East of the Northwest corner thereof; thence South 752.2 feet to a point 621.95 feet East of the West line of said Quarter Quarter Section; thence West parallel with the North line of said Quarter Quarter Section 206.5 feet; thence North 752.2 feet to a point on the North line of said Quarter Quarter Section 414.5 feet East of the Northwest corner thereof; thence East upon and along said North line 206.5 feet to the place of beginning.

ALSO EXCEPT a part of Sections 14 and Section 15, both in Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows, to-wit:

Beginning at a point in the North line of said Section 15, distant West 96.33 feet of the Northeast corner thereof; thence South parallel to the East line of said Section 15, 240 feet; thence East parallel to the North line thereof 191.33 feet to a point in said Section 14, distant East 95 feet of the West line of said Section 14; thence North parallel to the West line thereof 240 feet (239.75 feet measured) to the point in the North line of said Section 14; thence West 191.33 feet to the place of beginning.

ALSO EXCEPT THEREFROM: Part of Section 14 and 15, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of Section 15, Township 17 North, Range 4 East in Marion County, Indiana; thence North 90 degrees 00 minutes 00 seconds West (assumed bearing) on the North line of said Northeast Quarter 96.33 feet; thence South 00 degrees 52 minutes 34 seconds West parallel with the East line of said Northeast Quarter 240.00 feet to the place of beginning of the tract herein described; thence North 90 degrees 00 minutes 00 seconds East parallel with the North line of said Northeast Quarter 191.33 feet to a point located 95.00 feet Easterly of the West line of the Northwest Quarter of Section 14, Township 17 North, Range 4 East in said County; thence South 00 degrees 52 minutes 34 seconds West parallel with the West line of said Northwest Quarter 60.00 feet; thence North 90 degrees 00 minutes 00 seconds West parallel with the North line of said Northeast Quarter of said Section 15, 191.33 feet to a line which bears South 00 degrees 52 minutes 34 seconds West parallel with the East line of the Northeast Quarter from the place of beginning; thence North 00 degrees 52 minutes 34 seconds East parallel with the East line of said Northeast Quarter 60.00 feet to the place of beginning.

Containing after said exceptions, 16.946 acres, more or less.

EXHIBIT A
pg 2 of 3

860052502

	WEIHE ENGINEERS INC.	ALLAN H. WEIHE, P.E., L.S. REGISTERED LAND PLANNERS
	10608 N. COLLEGE AVENUE INDIANAPOLIS, INDIANA 46280 (317) 846-8611	
CIVIL ENGINEERS	LAND SURVEYORS	

Tract 11: Part of the Northwest Quarter of Section 14, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 14, Township 17 North, Range 4 East in Marion County, Indiana; thence South 89 degrees 51 minutes 03 seconds East (assumed bearing) on the North line of said Northwest Quarter 414.50 feet to the Northwest corner of the real estate conveyed to James W. Huckelberry and Anna H. Huckelberry, December 6, 1947, and the true point of beginning of the tract herein described; thence South 00 degrees 48 minutes 14 seconds West on the West line of said real estate 26.50 feet; thence North 66 degrees 18 minutes 11 seconds East 65.87 feet to the North line of said Northwest Quarter; thence North 89 degrees 51 minutes 03 seconds West on the North line of said Northwest Quarter 63.00 feet to the true point of beginning, containing 0.018 acre, more or less.

Tract 111: Part of the Northwest Quarter of Section 14, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 14, Township 17 North, Range 4 East in Marion County, Indiana; thence South 89 degrees 51 minutes 03 seconds East (assumed bearing) on the North line of said Northwest Quarter 414.50 feet to the Northwest corner of the real estate conveyed to James W. Huckelberry and Anna H. Huckelberry, December 6, 1947, thence South 00 degrees 48 minutes 14 seconds West on the West line of said real estate 442.20 feet to the true point of beginning of the tract herein described; thence South 00 degrees 48 minutes 14 seconds West on the West line of said real estate, 310.00 feet to the Southwest corner of said real estate; thence South 89 degrees 51 minutes 03 seconds East on the South line of said real estate 206.50 feet to the Southeast corner of said real estate; thence North 00 degrees 48 minutes 14 seconds East on the East line of said real estate 310.00 feet to a line which bears South 89 degrees 51 minutes 03 seconds East parallel with the North line of said Northwest Quarter from the true point of beginning; thence North 89 degrees 51 minutes 03 seconds West parallel with the North line of said Northwest Quarter 206.50 feet to the true point of beginning containing 1.469 acres, more or less.

EXHIBIT A
Pg. 3 of 3

860052502



WEIHE ENGINEERS INC.
10806 N. COLLEGE AVENUE
INDIANAPOLIS, INDIANA 46280
(317) 846-6811

CIVIL ENGINEERS

LAND SURVEYORS

ALLAN H. WEIHE, P.E., L.S.
PRESIDENT

LAND PLANNERS

FILED

DEC 06 2005

5
SM

**AMENDMENT TO THE AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

LAWRENCE TOWNSHIP ASSESSOR

THIS AMENDMENT TO THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Charter Pointe ("Amendment") is made as of this 8th day of October, 2005 by Charter Pointe Homeowners' Association, Inc., an Indiana Corporation, witnesses as follows:

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Charter Pointe was recorded by the Declarant, C. P. Morgan Communities L.P., on October 9, 1984 as Instrument No. 840079227 in the Office of the Recorder of Marion County, Indiana, as amended by an Amended Declaration of Covenants, Conditions and Restrictions, recorded on June 18, 1986 as Instrument No. 860052502 in the Office of the Recorder of Marion County, Indiana (the "Declaration"), and

WHEREAS, Section 9 of the Declaration permits the amendment of the Declaration by the vote of a majority of the owners of numbered Lots in the Development; and

WHEREAS, the Board of Directors has reviewed and affirmed the following Amendment to the Amended Declaration of Covenants, Conditions and Restrictions, which was approved by the vote of a majority of the Owners of numbered Lots in the Development;

NOW THEREFORE, pursuant to the foregoing, the Charter Pointe Homeowners' Association, Inc. hereby amends the Declaration as follows:

1. Section 1 of the Declaration is amended by adding a new subsection G. to read as follows:

G. "Dwelling" shall mean the dwelling house constructed on a Lot.

2. Section 6.5 is added to the Declaration as a new section to read as follows:

6.5 Leases.

A. Limit on Number of Leased Dwellings. In order to insure that the residents within the Development share the same proprietary interest in and respect for the Lots and the Common Areas, no more than fifteen (15) Dwellings, at any given time, may be leased or rented for exclusive occupancy by one or more non-owner tenants. For purposes of this Section 6.5, a Dwelling is exclusively occupied by one or more non-owner tenants, if the Lot Owner does not also correspondingly occupy the Dwelling as his/her principal place of residence. Prior to the execution of any lease, and in addition to the requirements set forth in this Section 6.5, the Lot Owner must notify the Board or the Board's agent as to the Owner's intent to lease his/her Dwelling. After receiving such notice, the Board or the Board's agent shall advise the Owner if the Dwelling may be

HANNA MARTIN
MARION COUNTY RECORDER
109717 DEC 06 2005

leased or whether the maximum number of Dwellings within the Development is currently being leased. If the maximum number of Dwellings is already being leased, the Board or the Board's agent shall place the Owner on the waiting list in priority order based on the date of notice from the Owner, and shall notify the Owner of that Owner's position on the waiting list. When an existing non-owner occupant vacates a Dwelling, the Owner of that Lot shall immediately notify the Board or the Board's agent of such fact and that Dwelling cannot be re-rented or leased until all prior Owners on the waiting list, if any, have had a chance to rent or lease their Dwellings. An Owner on the waiting list who obtains the opportunity to rent or lease his/her Dwelling, must present an executed lease to the Board or to the Board's agent, within sixty (60) days of the date of notice that he/she may rent or lease the Dwelling, or that Owner will forfeit his/her position on the waiting list.

B. General Lease Conditions. All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board. No portion of any Dwelling other than the entire Dwelling may be leased for any period. No subleasing is permitted. No Owner will be permitted to lease or rent his/her Dwelling, if the Owner is delinquent in paying any assessments or other charges due to the Association at the time the lease is entered. All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration, By-Laws and any rules and regulations promulgated by the Board, as amended, to the same extent as if the tenant were an Owner and a member of the Association; and shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Lot. The Owner shall supply copies of the Declaration, By-Laws and rules and regulations to the tenant prior to the effective date of the lease. In addition, the Board shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing.

C. Exceptions During Period of Good Faith Sale or Significant Hardship. The Board of Directors may, in its discretion, grant an exception, for not more than one (1) year at a time, to the limit provided in this Section 6.5, to an Owner if the Board determines that the Owner is actively and in good faith trying to sell or otherwise dispose of his Dwelling or if the Board, by majority vote of the entire Board, determines that the Owner has a Significant Hardship. For purposes of this subparagraph, examples of a Significant Hardship may include:

- (i) death of a Owner;
- (ii) divorce of an Owner;
- (iii) temporary, necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of the Development due to a change of employment or retirement; or
- (iv) temporary, necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of the Owners.

D. Six Month Waiting Period. In addition to all other provisions, for a period of at least six (6) months after an Owner's acquisition of a Dwelling, the Owner cannot

rent or lease that Dwelling for exclusive occupancy by one or more non-owner tenants. After such time, said Dwelling will be eligible to be leased if all other conditions are satisfied. In the case of the transfer of ownership of a Dwelling, which was properly leased under these rules by the previous Owner, the new Owner can continue with such lease only to finish the then current term of not more than one (1) year. When that term ends, the Owner, if he/she wants to lease his/her Dwelling, must meet all requirements the same as other Owners who are not exempted.

E. Lot Owner is still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Lot Owner from his/her responsibility to the Association and to the other Lot Owners for compliance with the provisions of the Declaration, By-Laws and any rules and regulations promulgated by the Board, or from the Owner's liability to the Association for payments of assessments.

F. Approval of Form of Lease. Any Owner desiring to enter into a lease for his/her Dwelling shall submit the form of the proposed lease to the Board (which form need not include the identity of the tenant or the rental amount) for review for compliance with the requirements of this Section 6.5. The Board may employ an attorney in connection with any such review, and a reasonable fee may be charged to the applicant to offset the expense so incurred. In the event the Board fails to approve or disapprove the form of the lease within thirty (30) days after submission by the applicant, the form of the lease shall be deemed approved. A copy of each executed lease by an Owner (which may have the rental amount deleted) shall be provided to the Board by the Owner within thirty (30) days after execution.

G. Violations. If any Owner leases or rents his/her Dwelling in violation of the provisions of this Section 6.5, the Association may bring a legal action to enjoin the improper conduct.

H. Effective Date of Lease Conditions. These leasing restrictions shall not apply to any Dwelling of an Owner who, at the time of recording this provision, is renting or leasing said Dwelling for exclusive occupancy by one or more non-owner tenants, so long as such Dwelling continues to be owned by the same Owner and is not occupied as a residence by such Owner. In order for this exception to apply, said Owner must deliver a copy of the executed lease, which is in effect at the time to the Board within thirty (30) days after the recording of this document and shall furnish a copy of any subsequent lease within thirty (30) days after its execution. Such copy may have the rental amount deleted. Failure of such an Owner to timely deliver a copy of any such lease to the Board shall result in said Owner's Dwelling being subject to these restrictions. However, in this latter circumstance, these restrictions shall not apply to any lease executed prior to the effective date of these restrictions or to any renewals thereof provided in such lease so long as the occupants remain the same. Any Dwelling which falls under the exception of this paragraph shall, nevertheless, be counted as one of the fifteen (15) maximum Dwellings that may be rented at any given time even though such maximum does not apply to restrict such excepted Dwelling.

1. Institutional Mortgages. The provisions of this Section 6.5 shall not apply to any institutional mortgage holder of any Lot which comes into possession of the mortgage holder by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement or deed in lieu of foreclosure.

3. Section 7 of the Declaration is amended to read as follows:

7. Remedies.

A. In General. The Association, or any Owner, may proceed at law or in equity to prevent the occurrence or continuation of any violation of the restrictions contained in this Declaration, the Plat or the published rules of the Association, but neither the Association nor any Owner shall be liable for damages of any kind to any person for failing to enforce any such restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of the restrictions of the Declaration, the Plat or the published rules of the Association shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of said restrictions.

C. Costs and Attorneys' Fees. In the event the Committee or the Association is required to retain attorneys or engage in civil proceedings in order to enforce the terms and provisions of this Declaration, the Plat or the published rules of the Association, the Committee or the Association shall be entitled to recover its costs, including reasonable attorneys' fees, and a such costs shall constitute a lien upon the Lot of Lots involved in the same manner as assessments for common areas provided for herein.

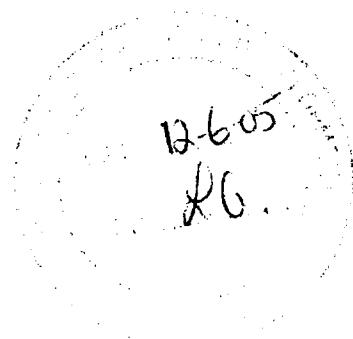
IN WITNESS WHEREOF, the Charter Pointe Homeowners' Association, Inc., has executed this Amendment as of the date first written above

THE CHARTER POINTE HOMEOWNERS'
ASSOCIATION, INC.

By: James R. Waldrip
Jim Waldrip, President

Attest:

Marsha Patrick
Marsha Patrick, Secretary



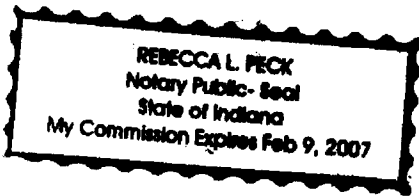
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Jim Waldrip, President of Charter Pointe Homeowners' Association, Inc. and Marsha Patrick, Secretary of Charter Pointe Homeowners' Association, Inc. who acknowledged the execution of the foregoing Amendment to the Amended Declaration of Covenants, Conditions and Restrictions.

WITNESS my hand and notarial seal this 16th day of November, 2005.

My Commission expires:


02/09/07



Rebecca L. Peck
Notary Public

Rebecca L. Peck
Printed

Residing in Hamlet
County, Indiana


This instrument prepared by Stephen R. Buschmann, Attorney at Law, Thrasher Buschmann Griffith & Voelkel, P.C. 151 N. Delaware Street, Suite 1900, Indianapolis, Indiana 46204