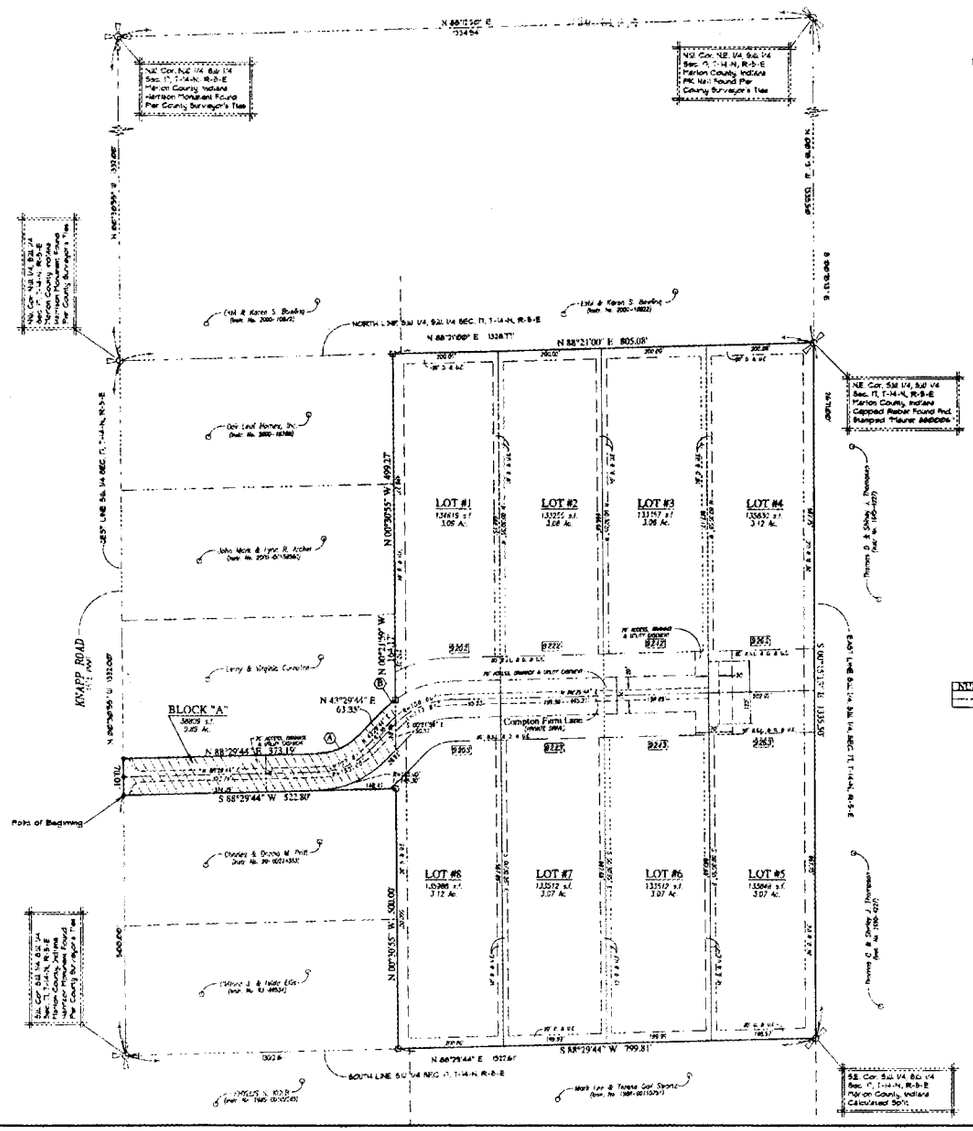
COMPTON FARM

Franklin Township, Marion County, Indiana



GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

LEGEND

- D.E. – DRAINAGE EASEMENT
- D.&U.E. – DRAINAGE & UTILITY EASEMENT
- D.,U.&S.S.E. – DRAINAGE, UTILITY & SANITARY SEWER EASEMENT
- L.E. – LANDSCAPE EASEMENT
- B.S.L. – BUILDING SETBACK LINE
- 99 – LOT NUMBER
- 133848 s.f. / 3.07 Ac. – LOT SQUARE FOOTAGE / LOT ACREAGE
- □ – CONC. MONUMENT w/CAPPED REBAR
- ● – MAG NAIL SET
- 12345 – LOT ADDRESS

CURVE DATA

NUMBER	DELTA	CHD DIRECTION	TANGENT	RADIUS	LENGTH	CHD LENGTH
A	43°00'00"	N 65°14'14" E	47.51	115.00	86.32	84.02
B	10°31'47"	N 48°43'30" E	16.78	182.00	33.46	33.41

CURRENT SITE ZONING – DA
PLAT DOCKET #2001-PLT-840
ZONING DOCKET #2001-VAR-840

FILED
FEB 11 2002
FRANKLIN TOWNSHIP ASSESSOR

APPROVED THIS 11th DAY OF February, 2002
FRANKLIN TOWNSHIP ASSESSOR
DRAFTSMAN

FILED
JAN 31 2002
FRANKLIN TOWNSHIP ASSESSOR

APPROVED THIS 30th DAY OF January, 2002
FRANKLIN TOWNSHIP ASSESSOR
DRAFTSMAN

COMPTON FARM
DESCRIPTION

A Part of the Southwest Quarter of the Southwest Quarter of Section 17, Township 14 North, Range 5 East of the Second Principal Meridian located in Franklin Township, Marion County, Indiana being more particularly described as follows:

Commencing at the Southwest Corner of said Quarter Quarter Section; thence North 00 degrees 30 minutes 55 seconds West (assumed bearing) along the west line of said Quarter Quarter Section 500.00 feet to the Point of Beginning; also being the northwest corner of the lands of FSB, recorded in Instrument Number 96-0031563 in the Office of the Marion County Recorder; thence continuing North 00 degrees 30 minutes 55 seconds West along said west line 699.27 feet; thence North 88 degrees 29 minutes 44 seconds East 373.19 feet to a point of curvature of a curve to the left, having a central angle of 43 degrees 00 minutes 00 seconds, the radius point of which bears North 61 degrees 29 minutes 16 seconds East 115.00 feet; thence northeastly along said curve a distance of 86.32 feet; thence North 43 degrees 29 minutes 44 seconds East 63.33 feet to a point of curvature of a curve to the right having a central angle of 10 degrees 31 minutes 47 seconds, the radius point of which bears South 46 degrees 30 minutes 16 seconds East 182.00 feet; thence northeastly along said curve a distance of 33.46 feet; thence North 88 degrees 29 minutes 44 seconds East 1327.67 feet to the northeast corner of the land of Lehman, recorded in Instrument Number 2000-0215668 in said Recorder's Office; thence South 00 degrees 30 minutes 55 seconds West parallel with said west line also the east line of Archer and the east line of the land of Old Leaf Homes, Inc. recorded in Instrument Number 2000-0215668 in said recorder office 1335.55 feet to the south line of said Quarter Quarter Section and being the northeast corner of said the Knapp Holding; thence North 88 degrees 29 minutes 44 seconds West along said south line 799.81 feet to the southeast corner of said Quarter Quarter Section; thence South 00 degrees 30 minutes 55 seconds East along the east line of said Quarter Quarter Section 1335.55 feet to the southeast corner of said Quarter Quarter Section; thence South 88 degrees 29 minutes 44 seconds West along the south line of said Quarter Quarter Section 799.81 feet to the southeast corner of the land of Ellis recorded in Instrument Number 93-0152341 in said Recorder's Office; thence North 00 degrees 30 minutes 55 seconds West parallel with the east line of said Quarter Quarter Section and along the east line of said Ellis and the east line of the land of said FSB 500.00 feet to the northeast corner of said FSB; thence North 88 degrees 29 minutes 44 seconds West parallel with said south line and along the north line of said FSB 327.00 feet to the Point of Beginning containing 25.54 acres more or less.

Subject to all easements, restrictions and rights-of-way.

SEAL

HMC APPROVAL
PLAT COMMITTEE
METROPOLITAN DEVELOPMENT COMMISSION
DEPARTMENT OF METROPOLITAN DEVELOPMENT
MARION COUNTY, INDIANA

I, PAUL MAURER, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND I DO HEREBY FURTHER CERTIFY THAT I HAVE SURVEYED THE SAME INTO LOTS AS SHOWN ON THE HEREON DRAWN PLAT. THIS PLAT CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION.

THIS SUBDIVISION CONSISTS OF EIGHT (8) LOTS NUMBERED ONE (1) THROUGH EIGHT (8) INCLUSIVE, TOGETHER WITH EASEMENTS AS SHOWN ON THE PLAT HEREWITH.

ALL MONUMENTATION SHOWN HEREON WILL EXIST, AND THAT THEIR LOCATION IS ACCURATELY SHOWN AND THAT THIS PLAT COMPLIES WITH PROVISIONS OF THE SUBDIVISION ORDINANCE. THE SIZE OF LOTS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

Certified this 8th day of January, 2003.

Paul Maurer
Registered Land Surveyor
Indiana No. 880006

PAUL MAURER
REGISTERED
No. 880006
STATE OF
INDIANA
LAND SURVEYOR

THE SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "COMPTON FARM", AN ADDITION TO THE CITY OF INDIANAPOLIS, MARION COUNTY, STATE OF INDIANA. COMPTON FARM LANE IS A PRIVATE DRIVE.

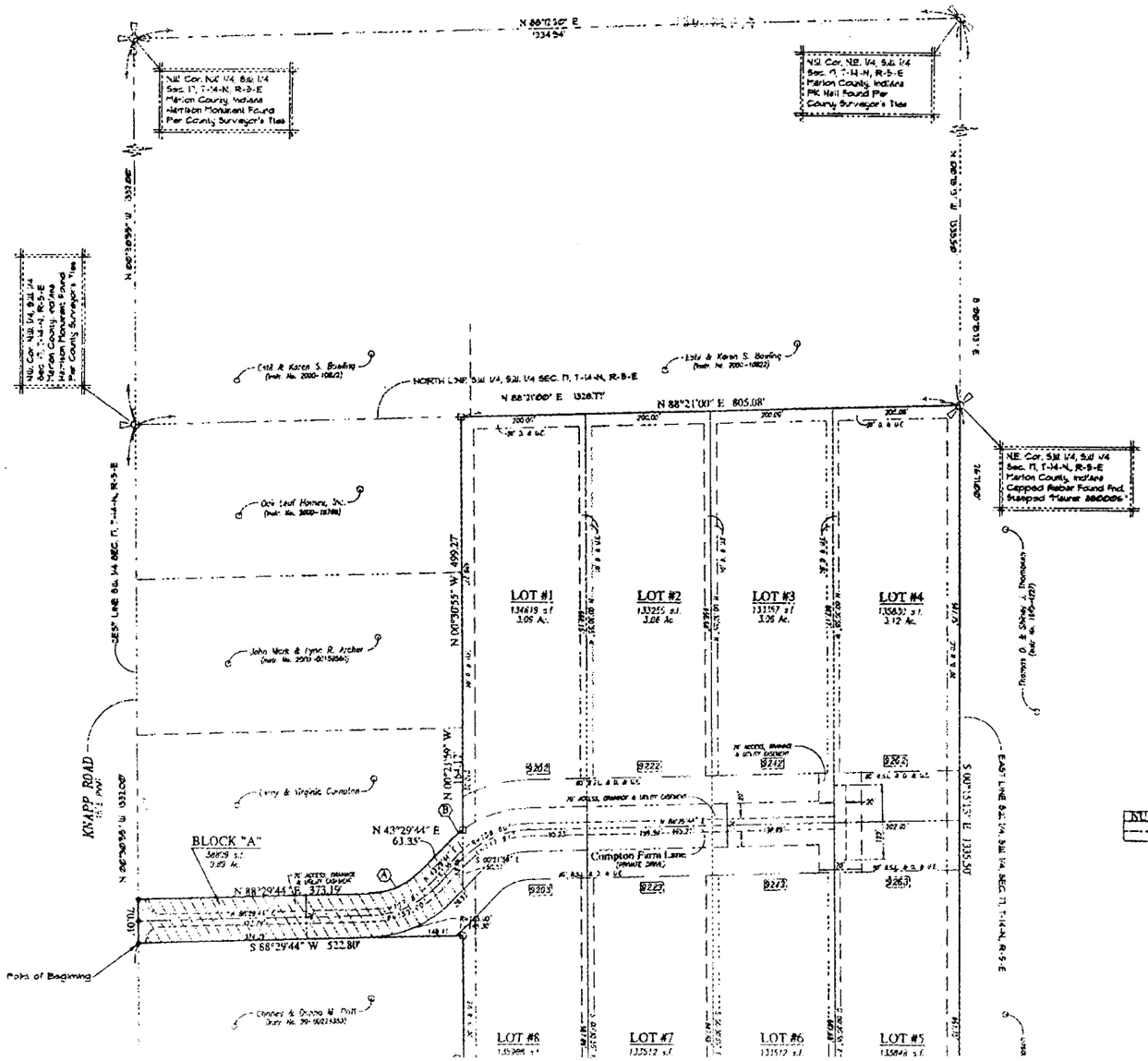
Sheet 1 of 2

MAURER & SMITHERS, INC.
3435 West County Line Road, Greenwood, Indiana 46142
Office: 317-881-8898 Fax: 317-881-4099
LAND SURVEYING, LAND DEVELOPMENT & RESEARCH SERVICES

020032317
020032317
020032317

COMPTON FARM

Franklin Township, Marion County, Indiana



GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

LEGEND

- D.E. -DRAINAGE EASEMENT
- U.E. -DRAINAGE & UTILITY EASEMENT
- D.U.E.S.E. -DRAINAGE, UTILITY & SANITARY SEWER EASEMENT
- L.E. -LANDSCAPE EASEMENT
- B.S.L. -BUILDING SETBACK LINE
- 99 --LOT NUMBER
- 133848 s.f. -LOT SQUARE FOOTAGE
- 3.07 Ac. -LOT ACREAGE
- □ -CONC. MONUMENT w/CAPPED REBAR
- ● --MAG NAIL SET
- [2534] -LOT ADDRESS

CURVE DATA

NUMBER	DELTA	CHD DIRECTION	TANGENT	RADIUS	LENGTH	CHD LENGTH
A	15°00'00"	N 65°29'44" E	42.66	175.00	91.74	89.02
B	10°21'47"	N 48°40'38" E	16.78	185.00	33.46	33.41

CURRENT SITE ZONING - DA
PLAT DOCKET #2001-PLT-840
ZONING DOCKET #2001-VAR-840

COMPTON FARM
DESCRIPTION

A Part of the Southwest Quarter of the Southwest Quarter of Section 17, Township 14 North, Range 5 East of the Second Principal Meridian located in Franklin Township, Marion County, Indiana being more particularly described as follows:

Commencing at the Southwest Corner of said Quarter Quarter Section; thence North 00 degrees 30 minutes 55 seconds West (assumed bearing) along the west line of said Quarter Quarter Section 500.00 feet to the Point of Beginning; also being the northwest corner of the lands of PHL recorded as Instrument Number 89-0021353 in the Office of the Marion County Recorder; thence continuing North 00 degrees 30 minutes 55 seconds West along said west line 499.27 feet; thence North 88 degrees 28 minutes 44 seconds East 373.19 feet to a point of curvature of a curve to the left having a central angle of 65 degrees 00 minutes 00 seconds, the radius point of which bears North 01 degrees 30 minutes 16 seconds East 175.00 feet; thence northeasterly along said curve a distance of 99.32 feet; thence North 48 degrees 28 minutes 44 seconds East 63.35 feet to a point of curvature of a curve to the right having a central angle of 10 degrees 21 minutes 47 seconds, the radius point of which bears South 48 degrees 30 minutes 18 seconds East 185.00 feet; thence northeasterly along said curve a distance of 33.46 feet; thence North 00 degrees 21 minutes 56 seconds West 196.17 feet to the southwest corner of the land of Archer, recorded as Instrument Number 2001-0115084 in said Recorder's Office; thence North 00 degrees 30 minutes 55 seconds West parallel with said west line along the west line of Archer and the west line of the land of Oak Leaf Homes, Inc. recorded as Instrument Number 2000-137188 in said recorder's office 488.37 feet to the north line of said Quarter Quarter Section; also being the northwest corner of said Oak Leaf Homes; thence North 88 degrees 21 minutes 00 seconds East along said north line 805.08 feet to the northeast corner of said Quarter Quarter Section; thence South 00 degrees 15 minutes 15 seconds East along the east line of said Quarter Quarter Section 1335.50 feet to the southeast corner of said Quarter Quarter Section; thence South 88 degrees 29 minutes 44 seconds West along the south line of said Quarter Quarter Section 799.81 feet to the southwest corner of the land of Ellis recorded as Instrument Number 89-0034 in said Recorder's Office; thence North 00 degrees 30 minutes 55 seconds West parallel with the west line of said Quarter Quarter Section and along the west line of said Ellis and the east line of the land of said Pratt 206.00 feet to the northeast corner of said Pratt; thence South 88 degrees 28 minutes 44 seconds West parallel with said south line and along the north line of said Pratt 527.80 feet to the Point of Beginning containing 25.54 acres more or less.

Subject to all easements, restrictions and rights-of-way.

THE METROPOLITAN DEVELOPMENT COMMISSION
MARION COUNTY, INDIANA
SEAL

FINAL APPROVAL
PLAT COMMITTEE

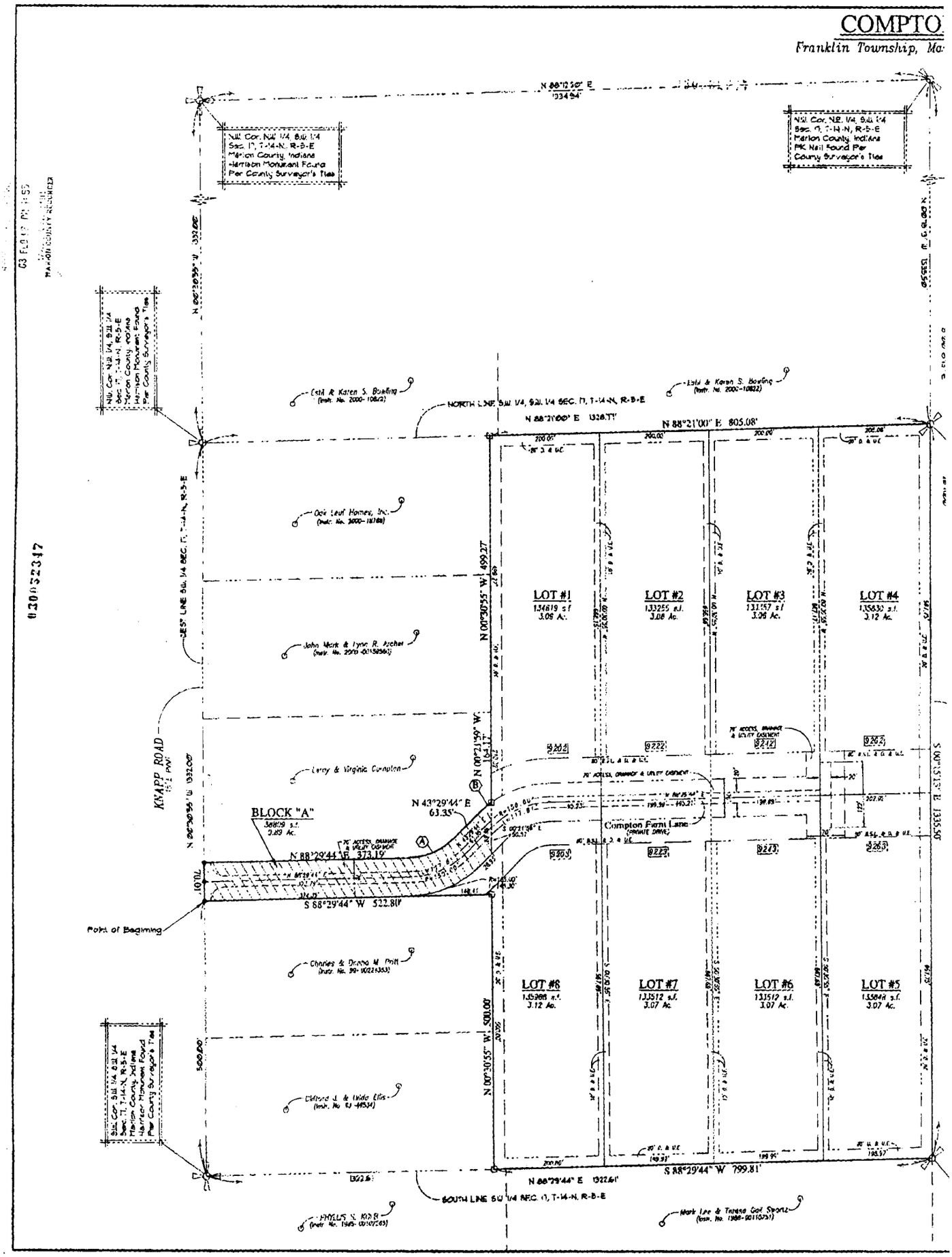
I, PAUL MAURER, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND I DO HEREBY FURTHER CERTIFY THAT I HAVE SUBDIVIDED THE SAME INTO LOTS AS SHOWN ON THE HEREON DRAWN PLAT. THIS PLAT CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION.

THIS SUBDIVISION CONSISTS OF EIGHT (8) LOTS NUMBERED ONE (1) THROUGH EIGHT (8)

03 FEB 17 PM 1:55
MARION COUNTY RECORDER
03-0052317
03-0052317

COMPTO

Franklin Township, Ma



93 FEB 17 PM 1:55
MARION COUNTY RECORDER
93-0022317

03 FEB 17 PM 1:55
MARION COUNTY RECORDER

0300352347

Per County Surveyor's Tie

NW. Cor. NW 1/4, SW 1/4 Sec. 17, T-14-N, R-5-E Marion County, Indiana Harrison Monument Found Per County Surveyor's Tie

Estil & Karen S. Bowling (Instr. No. 2000-108023)

NORTH LINE, SW 1/4, SW 1/4 SEC. 17, T-14-N, R-5-E

N 88°21'00" E 1328.77'

N 88°21'00" E 805.08'

NE. Cor. SW 1/4, SW 1/4 Sec. 17, T-14-N, R-5-E Marion County, Indiana Capped Rebar Found Pnd. Stamped "Maurer 880006"

Oak Leaf Homes, Inc. (Instr. No. 2000-187188)

John Mark & Lynn R. Archer (Instr. No. 2003-0215566)

Larry & Virginia Cornelius

KNAPP ROAD 55' PVT

BLOCK "A" 38839 s.f. 0.89 Ac.

N 43°29'44" E 63.35'

N 88°29'44" E 373.19'

S 88°29'44" W 322.80'

Point of Beginning

Compton Farm Lane (PRIVATE DRIVE)

LOT #1 134819 s.f. 3.09 Ac.

LOT #2 133255 s.f. 3.06 Ac.

LOT #3 133257 s.f. 3.06 Ac.

LOT #4 133630 s.f. 3.12 Ac.

LOT #8 135265 s.f. 3.12 Ac.

LOT #7 133512 s.f. 3.07 Ac.

LOT #6 133512 s.f. 3.07 Ac.

LOT #5 133846 s.f. 3.07 Ac.

N 00°30'55" W 499.27'

N 00°30'55" W 500.00'

S 00°15'15" E 1335.50'

Thomas O. & Shirley J. Thompson (Instr. No. 1995-4217)

Charles & Donna M. Pritt (Instr. No. 99-0021553)

Clifford J. & Vickie Ellis (Instr. No. 93-49534)

Mark Lee & Teresa Gail Sparks (Instr. No. 1991-0015251)

SOUTH LINE SW 1/4 SEC. 17, T-14-N, R-5-E

N 88°29'44" E 1322.61'

S 88°29'44" W 799.81'

SE. Cor. SW 1/4, SW 1/4 Sec. 17, T-14-N, R-5-E Marion County, Indiana Calculated Split

GRAPHIC SCALE

(IN FEET)
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D.&U.E.	-DRAINAGE & UTILITY EASEMENT
D.,U.&S.E.	-DRAINAGE, UTILITY & SANITARY SEWER EASEMENT
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CURRENT SITE ZONING - DA
PLAT DOCKET #2001-PLT-840
ZONING DOCKET #2001-VAR-840

0300352347

FILED
FEB 11 2003
FRANKLIN TOWNSHIP ASSESSOR

APPROVED THIS 11th DAY OF February 2003
FRANKLIN TOWNSHIP ASSESSOR
DRAFTSMAN

FILED
JAN 30 2003
FRANKLIN TOWNSHIP ASSESSOR

APPROVED THIS 30th DAY OF January 2003
FRANKLIN TOWNSHIP ASSESSOR
DRAFTSMAN

THE METROPOLITAN DEVELOPMENT COMMISSION MARION COUNTY, INDIANA
SEAL

HPAC APPROVAL
PLAT COMMITTEE
January 12 2003

I, PAUL MAURER, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, AND I DO HEREBY FURTHER CERTIFY THAT I HAVE SUBDIVIDED THE SAME INTO LOTS AS SHOWN ON THE HEREON DRAWN PLAT. THIS PLAT CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION.

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Certified this 30th day of January, 2003.

Paul Maurer
Registered Land Surveyor
Indiana No. 880006

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "COMPTON FARM" AN ADDITION TO THE CITY OF INDIANAPOLIS, MARION COUNTY, STATE OF INDIANA. COMPTON FARM LANE IS A PRIVATE DRIVE.

PAUL MAURER REGISTERED No. 880006 STATE OF INDIANA LAND SURVEYOR

Sheet 1 of 2

MAURER & SMITHERS, INC.
3425 West County Line Road, Greenwood, Indiana 46142
Office 317-881-3898 Fax 317-881-4091
LAND SURVEYING, LAND DEVELOPMENT & BUILDERS SERVICES

RESTRICTIVE COVENANTS
COMPTON FARMS

THIS DECLARATION made this ____ day of _____, 2003, by Leroy E. Compton, as Trustee of the Leroy E. Compton Living Trust dated March 28, 2000, and Virginia A. Compton, as Trustee of the Virginia A. Compton Living Trust dated March 28, 2000, (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of all of the lands contained in the area shown on the within plat, attached hereto and made a part hereof, which lands have been subdivided and are known as "Compton Farms" (hereinafter referred to as the "Development"), and will be more particularly described in the plat thereof to be recorded in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant is about to sell and convey the residential lots situated within the platted Development, and before doing so desires to subject and impose upon all real estate within said platted areas of the Development, mutual and beneficial covenants and restrictions and charges under a general plan or scheme of improvement for the benefit and complishment of the lots and lands in the Development and future homeowners therein and thereof.

NOW, THEREFORE, Declarant hereby declares that all of the platted lots and lands located within the Development are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved, subject to the following covenants and 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 Compton Farms, 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 covenants, conditions and restrictions shall run with the land and shall be binding upon Declarant 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 Declarant's successors in title to any real estate in Compton Farms.

1. Drainage and Utility Easements - There are strips and parcels of ground as shown on the plat marked Drainage and/or Utility Easements which are hereby reserved for the use of public utilities, including but not limited to drainage structures, swales and improvements, and perimeter drain lines serving the septic systems in the subdivision, possible future sewer improvements, water and other utilities, for the installation and maintenance of poles, mains, laterals, depth, swales, drains, lines, cables, wires, and the like, subject at all times to the proper authorities and to the easements herein granted and reserved, and such other further public service facilities as the Declarant or the owner of record after sale, may deem necessary along, through, in, over and under the strips of land shown on this plat. The Declarant, and/or the Property Owner's Association shall have the right to negotiate and grant additional easement rights through and upon said reserved easement areas as are reasonable and necessary to benefit the residents and/or to reasonably resolve disputes involving a lot owner.

2. Common Area and Common Easement - The Plat indicates a block of land containing the utility access to Knopp Road, the improvements related to the private shared driveway which provides vehicular and pedestrian access for the residents in the subdivision and their invitees to and from Knopp Road, etc. which is identified on the Plat as Block A, which shall be conveyed by the Declarant either to a Property Owner's Association (if one is established) or to each Lot owner as an undivided interest, at the Declarants discretion. In addition, an easement continuing in the East of Block A is indicated on the Plat, which contains the balance of the private shared driveway, and is similarly available for the location of any and all utility extensions as necessary to service one or more of the lots abutting the Easement, and all other purposes as described thereupon or as granted in the future by the owner(s) thereof. This specific easement and the area identified as Block A is reserved for the benefit of all the lot owners in the subdivision. No lot owner or other person, firm or corporation shall alter, impair or impede the improvements within such Block A and/or the specific Easement to the East thereof. However, to the extent permitted by law, all lot owners shall be subject to regulation by the public authority having jurisdiction over the use of said Block A and/or the specific easement to the East thereof as shown on the Plat, and also by the Property Owner's Association or other such similar group as applicable, as hereinafter set forth.

The Association, as hereinafter described, or the individual lot owner's as owner's of an undivided interest therein, shall own such Block A and shall also own shared rights to the specific easement to the East thereof; and through the regulations established herein and/or by such group hereafter, shall ensure that same are kept and maintained in compliance with the applicable regulations, these covenants, and for the best benefit of the lot owners. The landscaping contained upon Block A, and any shared landscaping located upon the specific Easement to the East thereof, and any other improvements, any subdivision signage, and related structures related to the entrance, shall be regularly planted, restocked, treated, and/or maintained by the Association and/or the Lot owners for the beautification of the subdivision.

3. Declarant's Installed Improvements - Block A and the specific easement to the east thereof has already been improved by the Declarant to contain a rough stone driveway and turnaround of the East end thereof. The Declarant will also install an underground perimeter drain connection at the property line of each lot, and the required improvements necessary to comply with the Storm Water Quality Act and Erosion control provisions applicable to the subdivision, as shown on the approved construction plans for the subdivision. In addition, the Declarant shall install any drainage culvert(s) and/or drain lines which are required to be installed under the installed private shared drive itself. The Declarant shall have no further obligation to install or maintain any improvements within or to maintain Block A, or any easement area on the Plat.

4. Shared Driveway Agreement - Not later than six (6) months after the completion of all eight residences, the private shared driveway (at least 25 feet in width) along its entire length, the turnaround area at the East end of same, and the portions of each of the 8 separate driveway extensions which are located within the specific Easement area East of Block A, shall, unless said requirement is waived by the Franklin Twp. Fire Department and the Zoning Commitment related thereto is modified to eliminate this requirement, be hard surfaced by the lot owners/Association, with 2 inches of binder asphalt and 1 inch of surface asphalt. The lot owners/Association shall be responsible for all costs associated with maintaining and improving the private shared driveway, after the Declarant completes the initial installation of the gravel base for such driveway. The obligations of the Association/lot owners related hereto are more specifically described hereinafter; but shall include and not be limited to: (1) the obligation to repair any damage to the gravel driveway caused by specific lot Owner(s), or their contractors, agents or guests' utilization of said drive prior to paving; (2) hiring a contractor, and paying for the costs of paving as described above; and (3) once the private shared driveway is paved, to protect the contours of the paved driveway within Block A and within the specific easement area to the East thereof from damage related to the unreasonable utilization of the drive/easement by the Lot Owner(s), or their contractors, agents, or guests, during construction and thereafter, including but not limited to the obligation to promptly repair any such damage at said Lot Owner's sole expense.

Each individual Lot owner shall be responsible for grading to match the drainage plan, sowing grass or, mowing, and otherwise keeping and reasonably maintaining to the requirements of the plans and the applicable ordinances, the portions of any easement area which is located upon abutting their respective Lot(s).

All installation of additional improvements within Block A, the specific easement to the East thereof, the other easements and drainage areas, etc. and the repair and/or maintenance of any and all such improvements, cleaning and maintenance of the ditches, the Storm Water Quality improvements, the private shared driveway, the easement(s) and Block A, not necessary snow removal on the private shared drive and the Site(s) referred to hereinafter as "activity") shall be agreed to in advance by the Association/lot owners. If an activity is performed without advance written notice of the proposed activity to the other lot owner(s), then the Lot Owner(s)performing such activity shall be solely responsible for all costs or damages associated therewith. If, after advance written notice to the other Lot Owners, a majority of the Lot Owners consent, then all Lot Owners shall promptly pay their reasonably share of the costs related such activity, immediately upon completion of the activity. If a majority of the responsible Lot Owner's fail to consent, one or more of the responsible Lot Owners may still proceed with the activity, if and only if the activity does materially improve the improvement(s) and/or comply with a required duty, and if said Lot Owner(s) take sole responsibility for all costs and damages associated therewith. However, in the unusual case where the majority of the responsible Lot Owners fail to consent, but the activity actually results in a material improvement to the shared driveway, or satisfies a required duty in maintain the Storm Water Quality improvements, common drainage facilities or the like, and the Lot Owner(s) refusing or failing to grant consent has(ve) done so unreasonably or in violation of their obligation(s) contained herein, then the portion of such cost which would have been paid by any refusing Lot Owner(s) if majority consent had been granted, shall be promptly paid by each such Lot Owner(s). Reasonable snow and ice removal shall be considered a material improvement to the private shared driveway. Any expense for an activity performed upon any portion of the shared driveway or an easement area, or Block A which is due primarily to damage or conditions caused by the unreasonable actions of a Lot Owner(s), or other acts or failures to act which are reasonably the fault or responsibility of a certain lot Owner(s) or party(ies) under their control, shall be paid solely and promptly by that Lot Owner(s). Any activity or other use of the easement or improvements shall be performed in compliance with all applicable laws and regulations.

No Lot Owner shall restrict the full use of and access to the private shared driveway by the other Lot Owners and/or their invitees. Each Lot Owner must respect the rights of the other Lot Owner(s) and each shall utilize their best efforts and judgment in minimizing the noise and danger associated with their respective use of the private shared driveway and any easement.

5. Lot Owner Installed/Maintained Drainage Improvements - The drainage and development plan for this subdivision contains specific requirements for Storm Water Quality Act improvements, various drainage swales, sheet drainage, etc. and includes required elevations and sizes for the driveway culverts and other drainage improvements upon each lot. It further contains specifications for the construction of the driveway itself, and for the erosion control, seeding, etc. related to the drainage improvements. With the exception of the initial installation of the Storm Water Quality Act improvements and the Erosion Control requirements related thereto, each lot owner is required to make such drainage related improvements that are required upon their lot exactly as set forth on said development plan. Should such improvements and erosion control not be made according to said plan, or should [illegible] not be in compliance with the development plan be made in the lot by the lot owner or their builder,

5. Membership and Voting
Association. For purposes of
conveyed lot, and a Class B
in this Declaration shall be d
particularly set forth as follo

5.1 Class A. Every perso
interest in any lot shall, by
Class A member provided,
ability as security for the co
appurtenant to and may not
members shall be entitled to
the event that more than one
the vote for the membership
no event shall more than one
vote attributable to such lot

5.2 Class B. The Class
platted lot owned. Declarant
approval of the Association
converting to a Class A memb
January 1, 2010. In the eve
been surrendered by the Dec
existing, if any, at time of c
memberships shall not be su

10. Covenant Accepting
deed therefore, whether or n
Association: 1) annual assess
capital improvements, other
and/or lot owners as herein
provided herein and to the
11. Commencement of
all lots with homes thereon
annual assessment shall be
thereafter until the Board of
(30) days in advance of eac
assessments may be made
of the Association.

12. Exception to Assess
and the Association assessm
such fees as assessments
expenses of the Association
Board, then the Declarant sh
on a reasonable sum, in the
formed over by the Declarant

13. Uniform Rates - If
uniform rate for all lots, af
general requirement for uni
expenses due to violation o
covenants against specific lo

14. Right to Increase A
expenses due to indemn re
other unforeseable specific
budgeted initial temporary w
membership. However, any
the membership to demand
of such increase shall insure
Association expenses.

The maximum annual asse
a rate of five eighths (5/8)
this purpose.

15. Liens, Charges and
reasonable attorney's fees a
lot with only in full, subord
owner or owners of the af
rate of two percent (2%) p
such charge has remained
Association, inclusive since p
owing in any count of comp

The owner of the lot or lo
action is instituted, be liable
Association in collecting sa
such lot, whether or not ow
that any such fees which
shall be paid, and shall be
shall make pursuant to the

The tax of assessments p
of any lot shall not affect
any assessments thereafter
obligated to pay the sa

The Association shall, upo
of the payment status of
shall be used exclusively fo
Association, and for the im

16. Suspension of Priv
Directors of the Association
of the Association of any
charges owed by the memb
the restrictive covenants fo
of Directors of the Associa
rules and regulations of th

17. Any residence co
not less than 1500 square
residence containing more
doors and windows, must
commencing. All dwellings

18. No trailer, basement, h
same as a residence, temp
during the period of const

19. No noxious or offensive
significant annoyance or s
property owner whose prop
run off the dog owner's l

20. No dwelling of any kind
square feet in area, exterio
construction or sales perio

21. No modular homes, m
shall be constructed or pl

22. The Real Estate shall
unsightly materials or oth
automobiles or trucks unde
shall be damaged on any

23. Prior to and during th

access for the residents in the subdivision and their invitees to and from Kroop Road, etc. which is sometimes on the Plat as Block A, which shall be conveyed by the Declarant either to a Property Owner's Association (if one is established) or to each Lot owner as an undivided interest, at the Declarants discretion. In addition, an easement continuing to the East of Block A is indicated on the Plat, which consists the balance of the private shared driveway, and is similarly available for the location at any and all utility extensions as necessary to service one or more of the lots abutting the Easement, and all other purposes as described thereupon or as granted in the future by the owner(s) thereof. This specific easement and the area identified as Block A is reserved for the benefit of all the lot owners in the subdivision. No lot owner or other person, firm or corporation shall alter, impair or impede the improvements within such Block A and/or the specific Easement to the East thereof. However, to the extent permitted by law, all lot owners shall be subject to regulation by the public authority having jurisdiction over the use of said Block A and/or the specific easement to the East thereof as shown on the Plat, and also by the Property Owner's Association or other such similar group as applicable, as hereinafter set forth.

The Association, as hereinafter described, or the individual lot owner's as owner's of an undivided interest therein, shall own such Block A and shall also own shared rights to the specific easement to the East thereof; and through the regulations established herein and/or by such group hereafter, shall ensure that same are kept and maintained in compliance with the applicable regulations, these covenants, and for the best benefit of the lot owners. The landscaping contained upon Block A, and any shared landscaping located upon the specific Easement to the East thereof, and any other improvements, any subdivision signage, and related structures related to the entrance, shall be regularly planted, replanted, treated, and/or maintained by the Association and/or the Lot owners for the beautification of the subdivision.

3. Declarant's initial improvements – Block A and the specific easement to the east thereof has already been improved by the Declarant to contain a rough stone driveway and turnaround at the East end thereof. The Declarant will also install an underground perimeter drain connection at the property line of each lot, and the required improvements necessary to comply with the Storm Water Quality Act and Erosion control provisions applicable to the subdivision, as shown on the approved construction plans for the subdivision. In addition, the Declarant shall install any drainage culvert(s) and/or drain lines which are required to be installed under the located private shared drive itself. The Declarant shall have no further obligation to install or maintain any improvements within or to maintain Block A, or any easement area on the Plat.

4. Shared Driveway Agreement – Not later than six (6) months after the completion of all eight residences, the private shared driveway (at least 25 feet in width) along its entire length, the turnaround area at the East end of same, and the sections of each of the 8 separate driveway extensions which are located within the specific Easement area East of Block A, shall, unless said requirement is waived by the Franklin Twp. Fire Department and the Zoning Commitment related thereto is modified to eliminate this requirement, be here surfaced by the lot owners/Association, with 2 inches of binder asphalt and 1 inch of surface asphalt. The lot owners/Association shall be responsible for all costs associated with maintaining and improving the private shared driveway, after the Declarant completes the initial installation of the gravel base for such driveway. The obligations of the Association/lot owners related hereto are more specifically described hereinafter; but shall include and not be limited to: (1) the obligation to repair any damage to the gravel driveway caused by specific lot Owner(s), or their contractors, agents or guests' utilization of said drive prior to paving; (2) hiring a contractor, and paying for the costs of paving as described above; and (3) once the private shared driveway is paved, to protect the portions of the paved driveway within Block A and within the specific easement area to the East thereof from damage related to the unreasonable utilization of the drive/easement by the Lot Owner(s), or their contractors, agents, or guests, during construction and thereafter, including but not limited to the obligation to promptly repair any such damage at said Lot Owner's sole expense.

Each individual Lot owner shall be responsible for grading to match the drainage plan, seeding grass or, mowing, and otherwise neatly and reasonably maintaining to the requirements of the plans and the applicable ordinances, the portions of any easement area which is located upon abutting their respective Lot(s).

All installation of additional improvements within Block A, the specific easement to the East thereof, the other easements and drainage areas, etc. and the repair and/or maintenance of any and all such improvements, cleaning and maintenance of the ditches, the Storm Water Quality improvements, the private shared driveway, the easement(s) and Block A, any necessary snow removal on the private shared drive and the lot(s) referred to hereinafter as "activity") shall be agreed to in advance by the Association/lot owners. If an activity is performed without advance written notice of the proposed activity to the other lot owner(s), then the Lot Owner(s) performing such activity shall be solely responsible for all costs or damages associated therewith. If after advance written notice to the other Lot Owners, a majority of the Lot Owners consent, then all Lot Owners shall promptly pay their reasonable share of the costs related such activity, immediately upon completion of the activity. If a majority of the responsible Lot Owner's fail to consent, one or more of the responsible Lot Owners may still proceed with the activity, if and only if the activity does materially improve the improvement(s) and/or comply with a required duty, and if said Lot Owner(s) take sole responsibility for all costs and damages associated therewith. However, in the unusual case where the majority of the responsible Lot Owners fail to consent, but the activity actually results in a material improvement to the shared driveway, or satisfies a required duty to maintain the Storm Water Quality improvements, common drainage facilities or the like, and the Lot Owner(s) refusing or failing to grant consent has(ve) done so unreasonably or in violation of their obligation(s) contained herein, then the portion of such cost which would have been paid by any refusing Lot Owner(s) if majority consent had been granted, shall be promptly paid by each such Lot Owner(s). Reasonable snow and ice removal shall be considered a material improvement to the private shared driveway. Any expense for an activity performed upon any portion of the shared driveway or an easement area, or Block A which is due primarily to damage or conditions caused by the unreasonable actions of a Lot Owner(s), or other acts or failures to act which are reasonably the fault or responsibility of a certain lot Owner(s) or party(ies) under their control, shall be paid solely and promptly by that Lot Owner(s). Any activity or other use of the easement or improvements shall be performed in compliance with all applicable laws and regulations.

No Lot Owner shall restrict the full use of and access to the private shared driveway by the other Lot Owners and/or their invitees. Each Lot Owner must respect the rights of the other Lot Owner(s) and each shall utilize their best efforts and judgment in minimizing the noise and danger associated with their respective use of the private shared driveway and any easement.

5. Lot Owner Installed/Maintained Drainage Improvements – The drainage and development plan for this subdivision contains specific requirements for Storm Water Quality Act improvements, various drainage swales, sheet drainage, etc. and includes required elevations and sizes for the driveway culverts and other drainage improvements upon each lot. It further contains specifications for the construction of the driveway itself, and for the erosion control, seeding, etc. related to the drainage improvements. With the exception of the initial installation of the Storm Water Quality Act improvements and the Erosion Control requirements related thereto, each lot owner is required to make such drainage related improvements that are required upon their lot exactly as set forth on said development plan. Should such improvements and erosion control not be made according to said plan, or should other alterations not in compliance with the development plan be made to the lot by the lot owner or their builder, agents, subcontractors, representatives or assigns, which result in the drainage swales, driveway culvert, driveway, not functioning properly on their lot or other lot(s) in the subdivision, then the lot owner shall either make whatever improvements are necessary in order to comply with said development plan, or the lot owner will reimburse the Declarant or the Association, if applicable, for any improvements/repairs which are made pursuant to the direction of the City of Indianapolis in order to comply with the overall drainage and development plan of this subdivision.

6. Tree Preservation – All "specimen" trees in or along the perimeter of Compton Farms will be preserved to the greatest extent possible. If a specimen tree is removed or damaged resulting in removal, after the lot upon which such tree was located has been sold by the Declarant, it will be the responsibility of the individual lot owner (on whose property the tree has existed), or the Association if the lot owner fails to do so, to replant a similar specimen quality tree of a size of least three inch (3") caliper three feet (3') above the ground.

7. Property Owners Association – A property owners association may be created, at the Declarant's discretion, within two years of the date of the recordation of the Plat, or upon the sale of 75% of the Lot Owners thereafter. If created, it shall be named Compton Farms Homeowner's Association (the "Association").

8. Power of Assessment and Collection – If the Association is created, it shall have all the powers set forth in its Articles, together with all other powers that belong to it by law, including the power to levy uniform annual assessments and other special assessments against the lots within the Development as set forth herein and/or in the Bylaws of the Association.

assessments may be made payable at the
of the Association.

12. Exception to Assessments – The
and all Association assessments; but Declar
such time as assessments upon lots owne
expenses of the Association prior to the d
Board, then the Declarant shall have the r
on a reasonable sum, in the Declarant's s
turned over by the Declarant.

13. Uniform Rates – If the Association
uniform rate for all lots, with the exceptio
general requirement for uniform assessme
expenses due to situation of these covena
covenants against specific lot(s).

14. Right to Increase Annual Assessm
expenses due to unforeseen real property tax
other unforeseeable operating expenses, th
budgeted initial temporary assessment by
membership. However, any such increase
the membership to demonstrate that such
of such increase shall inure to the benefit
Association's estimates.

The maximum annual assessment per lo
a rate of five eighths (5/8ths) of the ma
this purpose.

15. Liens, Charges and Subordination
reasonable attorney's fees and other charg
lot shall exist in favor
owner or owners of the lot at the time it
rate of two percent (2%) per month until
such charge has remained due and payal
Association, institute such procedures, ob
suing in any court of competent jurisdict

The owner of the lot or lots subject to
action is instituted, be obligated to pay the
Association in collecting same. Every ow
such lot, whether an owner or otherwi
that any such liens which may exist upo
shall be paid; and shall be held to have
shall make pursuant to these covenants

The lien of assessments provided for h
of any lot shall not affect the assessmen
any assessments hereafter becoming du
obligated to perform the duty of collectin

The Association shall, upon demand a
of the payment status of the assessment
shall be used exclusively for the purpose
Association, and for the improvement an

16. Suspension of Privileges – Have
Directors of the Association shall have th
of the Association of any member or as
charges owed by the member or associa
the restrictive covenants for the Develop
of Directors of the Association; and (iii)
rules and regulations of the Association.

17. Any residence constructed on
not less than 1500 square feet for a o
residence containing more than one stor
doors and windows, must be covered w
commencing. All dwellings must be fu

18. No trailer, basement, tent, shack, b
used as a residence, temporarily or perm
during the period of construction.

19. No noxious or offensive activity shal
significant annoyance or significant nuis
property owner whose property adjoins
run off the dog owner's lot, or where

20. No sign of any kind shall be displ
square feet in area advertising the prop
construction or sales period may be di

21. No modular homes, manufactured h
shall be constructed or placed on the P

22. The Real Estate shall not be used
unsightly materials or other waste shall
automobiles or trucks under motor repa
shall be dumped on any lot or on any

23. Prior to and during the constructio
the Lot Owner; and all construction deb
shall be responsible for all expenses a
owner's builder.

24. Any existing underground lines
necessary shall be relocated or routed
still fully functions.

25. Prior to the construction of an
must submit detailed construction plans
shall have full discretion to determine
reasonably consistent with the homes
be issued, without Declarant's prior ap
placing either one of the two Declarant
approved if a written rejection is not
the Declarant of a complete and detail
by the Declarant.

STRICTIVE COVENANTS
COMPTON FARMS

Franki

_____, 2003, by Leroy E. Compton, as Trustee of the Leroy E. and Virginia A. Compton, as Trustee of the Virginia A. Compton Living ferred to as "Declarant"),

the lands contained in the area shown on the within plat, attached hereto been subdivided and are known as "Compton Farms" (hereinafter be more particularly described in the plat thereof to be recorded in the drawer; and

ner of the residential lots situated within the platted Development, and ms upon all said lands within said platted areas of the Development, liens and charges under a general plan or scheme of improvement for lands in the Development, and future homeowners therein and thereof.

that all of the platted lots and lands located within the Development embraced, leased, rented, used, occupied and improved, subject to ehicle are declared and agreed to be in furtherance of a plan for the ds in Compton Farms, and are established and agreed upon for the ue, desirability and attractiveness of the development as a whole and of the covenants, conditions and restrictions shall run with the land and the parties having or acquiring any right, title or interest, right or y part or parts thereof subject to such restrictions, and shall inure to to any real estate in Compton Farms.

There are strips and parcels of ground as shown on the plat marked hereby reserved for the use of public utilities, including but not limited ments, and perimeter drain lines serving the septic systems in the ric, water and other utilities, for the installation and maintenance of , lines, cables, wires, and the like, subject at all times to the proper nted and reserved, and such other further public service facilities as the may deem necessary along, through, in, over and under the strips of nd/or the Property Owner's Association shall have the right to negotiate gh and upon said reserved easement areas as are reasonable and to reasonably resolve disputes involving a lot owner.

ent – The Plat indicates a block of land containing the utility access to the private shared driveway which provides vehicular and pedestrian and their invitees to and from Knapp Road, etc. which is identified on ed by the Declarant either to a Property Owner's Association (if one is undivided interest, at the Declarants discretion. In addition, an easement ted on the Plat, which contains the balance of the private shared location at any and all utility extensions as necessary to service one or nd all other purposes as described thereupon or as granted in the future sement and the area identified as Block A is reserved for the benefit of lot owner or other person, firm or corporation shall alter, impair or A and/or the specific Easement to the East thereof. However, in the hall be subject to regulations by the public authority having jurisdiction specific easement to the East thereof no shares on the Plat; and also by each similar group as applicable, as hereinafter set forth.

or the individual lot owner's as owner's of an undivided interest therein, n shared rights to the specific easement to the East thereof; and through by such group hereafter, shall ensure that same are kept and maintained ns, these covenants, and for the best benefit of the lot owners. The ny shared landscaping location upon the specific Easement to the East subdivision signage, and related structures related to the entrance, shall d/or maintained by the Association and/or the Lot owners for the

– Block A and the specific easement to the east thereof has already a rough stone driveway and turnaround of the East end thereof. The perimeter drain connection at the property line of each lot, and the with the Storm Water Quality Act and Erosion control provisions the approved construction plans for the subdivisions. In addition, the (s) and/or drain lines which are required to be installed under the Declarant shall have no further obligation to install or maintain any A, or any easement area on the Plat.

ot later than six (6) months after the completion of all eight residences, ed in order) along its entire length, the turnaround area on the East end 8 separate driveway extensions which are located within the specific ess said requirement is waived by the Franklin Twp. Fire Department and modified to eliminate this requirement, be hereby surfaced by the lot st asphalt and 1 inch of surface asphalt. The lot owners/Association ed with maintaining and improving the private shared driveway, after the of the gravel base for such driveway. The obligations of the more specifically described hereinafter; but shall include and not be r damage to the gravel driveway caused by specific lot Owner(s), or their d said drive prior to paving; (2) hiring a contractor, and paying for the (3) once the private shared driveway is paved, to protect the surfaces of hin the specific easement area to the East thereof from damage related r/easement by the Lot Owner(s), or their contractors, agents, or guests, ng lot owner limited to the obligation to promptly repair any such damage

ssible for grading to match the drainage plan, seeding grass or, mowing, ddering to the requirements of the plans and the applicable ordinances, is located upon abutting their respective Lot(s).

s within Block A, the specific easement to the East thereof, the other the repairs and/or maintenance of any and all such improvements, the Storm Water Quality improvements, the private shared driveway, the snow removal on the private shared drive and the the(s) referred to to be advanced by the Association/lot owners. If an activity is performed pond activity to the other lot owner(s), then the Lot Owner(s)performing r all costs or damages associated therewith. If, after advance written y of the Lot Owners consent, then all Lot Owners shall promptly pay their activity, immediately upon completion of the activity. If a majority of , one or more of the responsible Lot Owners may still proceed with the adequately improve the improvement(s) and/or comply with a required duty, sibility for all costs and damages associated therewith. However, in the responsible Lot Owners fail to consent, but the activity actually results in a ety, or satisfies a required duty to maintain the Storm Water Quality or the like, and the Lot Owner(s) refusing or failing to grant consent tion of their obligation(s) contained herein, from the portion of such cost ing Lot Owner(s) if majority consent had been granted, shall be promptly able snow and ice removal shall be considered a material improvement to e for an activity performed upon any portion of the shared driveway or an primarily to damage or conditions caused by the unreasonable actions of to act which are reasonably the fault or responsibility of a certain lot , shall be paid solely and promptly by that Lot Owner(s). Any activity or ds shall be performed in compliance with all applicable laws and

t and access to the private shared driveway by the other Lot Owners must respect the rights of the other Lot Owner(s) and each shall utilize ving the noise and danger associated with their respective use of the

amage improvements – The drainage and development plan for this for Storm Water Quality Act improvements, various drainage swales, sheet ations and sizes for the driveway culverts and other drainage improvements ludeline for the construction of the driveway itself, and for the erosion age improvements. With the exception of the initial installation of the d the Erosion Control requirements related thereto, each lot owner is improvements that are required upon their lot exactly as set forth on said ents and erosion control not be made according to said plan, or should the development plan be made to the lot by the lot owner or their builder

5. Membership and Voting Rights – If the Association is created, every owner of a lot shall be a member of the Association. For purposes of determining classes of membership, a Class A member shall be the owner of any converged lot, and a Class B member shall be the owner of any underdeveloped platted lot, and each reference to a lot in this Declaration shall be deemed to be a converged lot, or an un-converged, platted lot, respectively, as more particularly set forth as follows. The Association shall have two (2) classes of membership:

5.1 Class A. Every person, group of persons or entity, other than the Declarant, who is a record owner of a fee interest in any lot shall, by this Declaration, be subject to assessment by the Association and shall be classified as a Class A member provided, however, that any such person, group, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. A Class A membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any lot, then the vote for the membership appurtenant to such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. In the event agreement is not reached, the vote attributable to such lot shall not be cast.

5.2 Class B. The Class B members shall be the Declarant, and shall be entitled to Eight (8) votes for each platted lot owned. Declarant shall have the automatic right to plat, record and sell said lots, without the consent or approval of the Association or any other person, firm or corporation. The Class B membership shall cease and be converted to a Class A membership upon the earlier of the following: (1) All the lots are deeded to homeowners; or (2) January 1, 2010. In the event all the lots have not been conveyed to owners or the Class B memberships have not been surrendered by the then holders thereof for conversion on the books of the Association, Class B memberships existing, if any, at time of cancellation, shall automatically become Class A memberships (excepting such Class A memberships shall not be subject to assessment or the lien of assessment until a home is constructed thereon.

10. Covenant Accepting Assessments – If the Association is created, each owner of a lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges levied by the Association, if any; and 2) special assessments for capital improvements, other unanticipated expenses of the Association, or the collection of damages against certain lots and/or lot owners as herein and/or in the Bylaws. All such assessments are to be established and collected as provided herein and in the Bylaws of the Association.

11. Commencement of Assessments – If the Association is created, the annual assessments shall commence as to all lots with homes thereon on the first day of the month following the initial creation of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year and thereafter until the Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period and provide the membership due notice thereof. Annual assessments may be made payable at more frequent periods than one (1) year by resolution of the Board of Directors of the Association.

12. Exception to Assessments – The Declarant, as owner of platted or unplatted lots, shall be exempt from any and all Association assessments; but Declarant may choose to advance any deficits in budget or ordinary expense until such time as assessments upon lots conveyed is sufficient to meet such expense. If the assessments exceed the expenses of the Association prior to the date the Declarant turns over control of the Association to the homeowner's Board, then the Declarant shall have the right to receive prior advances made by Declarant to cover deficits, so long as a reasonable sum, in the Declarant's sole discretion, is left to the Association a account of the time control is turned over by the Declarant.

13. Uniform Rates – If the Association is created, both annual and special assessments shall be fixed at a uniform rate for all lots, with the exception that assessments may be different for lots not containing a residence. The general requirement for uniform assessments shall not apply to any special assessment(s) necessary to pay for expenses due to violation of these covenants, or to reimburse the Association for funds spent in enforcement of these covenants against specific lot(s).

14. Right to Increase Annual Assessments – Because of uncertainties in annual and ordinary common property expenses due to inflation real property reassessment, costs of energy, insurance, maintenance and landscaping costs or other unforeseeable operating expenses, the Board of Directors of the Association (if created) may increase the budgeted initial temporary assessment by a sum not to exceed ten percent (10%) per annum without vote of the membership. However, any such increases shall be documented by normal accounting procedures and distributed to the membership to demonstrate that such increases are attributable to increases in operating expenses and no portion of such increase shall inure to the benefit of the Declarant; and the monies received shall be entirely expended on Association activities.

The maximum annual assessment per lot may be increased above the maximum percentage set forth above only by a vote of five eighths (5/8ths) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

15. Liens, Charges and Subordination – Any charge levied or assessed against any lot, together with interest, reasonable attorney's fees and other charges and costs hereinafter provided, shall become and remain a lien upon that lot until said in full, subordinate only to the lien of a first mortgage, and shall also be a personal obligation of the owner or owners of the lot at the time the charge fell due. Such charge shall bear interest as a late charge at a rate of two percent (2%) per month until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction.

The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge at the time legal action is instituted, be obligated to pay the expense or costs, including reasonable attorney's fees, incurred by the Association in collecting same. Every owner of a lot in the subdivision and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified that by acquisition of such interest such person agrees that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid, and shall be held to have conclusively covenanted to pay the Association all charges that the Association shall make pursuant to these covenants and restrictions.

The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. In addition, no sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. However, a first mortgagee is not, at any time obligated to perform the duty of collection of assessments.

The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association of the payment status of the assessments on a specified lot, and/or that certain assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and for the improvement and maintenance of the properties owned or operated by the Association.

16. Suspension of Privileges – Notwithstanding any other provision contained herein or in the Bylaws, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the right to use the facilities of the Association of any member or associate member; (i) for any period during which any of the Association's charges owed by the member or associate member remains unpaid; (ii) during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association; and (iii) during the period of any violation of the Articles of Incorporation, Bylaws or rules and regulations of the Association.

17. Any residence constructed on a Lot shall contain livable space, exclusive of porches and attached garages, of not less than 1500 square feet for a one story residence, and/or 1200 square feet on the ground floor for any residence containing more than one story. Eighty percent (80%) of the entire first floor of any residence, exclusive of doors and windows, must be covered with brick or stone, unless waived in writing by the Declarant prior to construction commencing. All dwellings must be fully completed on the outside before being occupied.

18. No trailer, basement, tent, shack, barn, or other outbuilding erected upon the Real Estate shall, at any time, be used as a residence, temporarily or permanently. Job trailers and/or outhouses may only be placed on the property during the period of construction.

19. No noxious or offensive activity shall occur on the Real Estate, nor shall anything be done thereon which is a significant annoyance or significant nuisance to any owner of another lot in the subdivision, or to any neighboring property owner whose property actually abuts the lot(s) allegedly conducting said activity. Dog(s) which are allowed to run off the dog owner's Lot, or whose bark disturbs the sleep of a neighbor, shall be considered a material nuisance.

20. No sign of any kind shall be displayed to public view, except that one professional sign of not more than five square feet in area advertising the property for sale or rent, or used by a builder to advertise the property during the construction or sales period may be displayed.

21. No modular homes, manufactured homes, house trailers, or previously constructed homes moved to the Real Estate, shall be constructed or placed on the Real Estate.

22. The Real Estate shall not be used or maintained as a dumping ground for rubbish. Trash, garbage, junk or other unsightly materials or other waste shall not be kept except in sanitary containers. No inoperable or junk vehicles, or automobiles or trucks under motor repair, shall be placed on the property. No trash, grass clippings or other refuse shall be dumped on any lot or on any adjacent lot.

23. Prior to and during the construction of any residence or building on a Lot, the Lot shall be neatly maintained by

ific easement to the East thereof as shown on the Plat, and also by similar group as applicable, as hereinafter set forth.

the individual lot owner's as owner's of an undivided interest therein, ored rights to the specific easement to the East thereof; and through such group hereafter, shall ensure that same are kept and maintained these covenants, and for the best benefit of the lot owners. The elaborate landscaping located upon the specific easement to the East division signage, and related structures relative to the entrance, shall maintained by the Association and/or the Lot owners for the

Block A and the specific easement to the east thereof has already ough stone driveway and turnaround of the East and thereof. The ater drain connection of the property line of each lot, and the h the Storm Water Quality Act and Erosion control practices approved construction plans for the subdivisions. In addition, the and/or drain lines which are required to be installed under the ment shall have no further obligation to install or maintain any r any easement area on the Plat.

ter than six (6) months after the completion of all eight residences, n width) along its entire length, the turnarounds area on the East and separate driveway extensions which are located within the specific aid requirement is waived by the Franklin Twp. Fire Department and fied to eliminate this requirement, be here surfaced by the lot sphalt and 1 inch of surface asphalt. The lot owners/Association lit maintaining and improving the private shared driveway, after the e gravel base for such driveway. The obligations of the specifically described hereinafter; but shall include and not be nage to the gravel driveway caused by specific Lot Owner(s), or their d drive prior to paving; (2) hiring a contractor, and paying for the nce the private shared driveway is paved, to protect the portions of the specific easement area to the East thereof from damage related sement by the Lot Owner(s), or their contractors, agents, or guests, ot not limited to the obligation to promptly repair any such damage

for grading to match the drainage plan, seeding grass or, mowing, ng to the requirements of the plans and the applicable ordinances, located upon abutting their respective Lot(s).

hin Block A, the specific easement to the East thereof, the other results and/or maintenance of any and all such improvements, Storm Water Quality improvements, the private shared driveway, the removal on the private shared drive and the Lot(s) referred to advance by the Association/lot owners. If an activity is performed d activity to the other Lot Owner(s), then the Lot Owner(s)performing costs or damages associated therewith. If, after advance written the Lot Owners consent, then all Lot Owners shall promptly pay their irdy, immediately upon completion of the activity. If a majority of n or more of the responsible Lot Owners may still proceed with the ately improve the improvement(s) and/or comply with a required duty, h) for all costs and damages associated therewith. However, in the ruible Lot Owners fail to consent, but the activity actually results in a or satisfies a required duty to maintain the Storm Water Quality the like, and the Lot Owner(s) refusing or failing to grant consent of their obligation(s) contained herein, then the portion of such cost Lot Owner(s) if majority consent had been granted, shall be promptly may and the removal shall be considered a material improvement to an activity performed upon any portion of the shared driveway or an ality to damage or conditions caused by the unreasonable actions of ch which are reasonably the fault or responsibility of a certain lot h be paid solely and promptly by that Lot Owner(s). Any activity or shall be performed in compliance with all applicable laws and

nd access to the private shared driveway by the other Lot Owners respect the rights of the other Lot Owner(s) and each shall utilize the rules and danger associated with their respective use of the

Improvements - The drainage and development plan for this Storm Water Quality Act improvements, various drainage swales, sheet and sizes for the driveway culverts and other drainage improvements ns for the construction of the driveway itself, and for the erosion improvements. With the exception of the initial installation of the Erosion Control requirements related thereto, each lot owner is ements that are required upon their lot exactly as set forth on said and erosion control not be made according to said plan, or should evelopment plan be made to the lot by the lot owner or their builder, ges, which result in the drainage swales, driveway culvert, driveway, ot(s) in the subdivision, then the lot owner shall either have to comply with said development plan, or the lot owner will applicable, for any improvements/repairs which are made pursuant to ler to comply with the overall drainage and development plan of this

ear in or along the perimeter of Campion Farms will be preserved to be is removed or damaged resulting in removal, after lien on upon the Declarant, it will be the responsibility of the individual lot owner the Association if the lot owner fails to do so, to replant a similar inch (3") caliper three feet (3') above the ground.

nority owners association may be created, at the Declarant's discretion, n of the Plat, or upon the vote of 2/3X of the Lot Owners thereafter. Homeowner's Association (the "Association").

the Association is created, it shall have all the powers set forth to belong to it by law, including the power to levy uniform annual point the 185 within the Development as set forth herein and/or in

hereof over by the Declarant.

13. Uniform Rates - If the Association is created, both annual and special assessments shall be fixed at a uniform rate for all lots, with the exception that assessments may be different for lots not containing a residence. The general requirement for uniform assessments shall not apply to any special assessment(s) necessary to pay for expenses due to violation of these covenants, or to reimburse the Association for funds spent in enforcement of these covenants against specific lot(s).

14. Right to Increase Annual Assessments - Because of uncertainties in usual and ordinary common property expenses due to ordinary new property reassessment, costs of energy, insurance, maintenance and landscaping costs or other unforeseeable operating expenses, the Board of Directors of the Association (if created) may increase the budgeted initial temporary assessment by a sum not to exceed ten percent (10%) per annum without vote of the membership. However, any such increases shall be documented by normal accounting procedures and distributed to the membership to demonstrate that such increases are attributable to increases in operating expenses and no portion of such increase shall inure to the benefit of the Declarant; and the monies received shall be entirely expended on Association expenses.

The maximum annual assessment per lot may be increased above the maximum percentage set forth above only by a vote of five eighths (5/8ths) of the members who are voting in person, or by proxy at a meeting duly called for this purpose.

15. Liens, Charges and Subordination - Any charge levied or assessed against any lot, together with interest, reasonable attorney's fees and other charges and costs hereinafter provided, shall become and remain a lien upon that lot until said in full, subordinate only to the lien of a first mortgage, and shall also be a personal obligation of the owner or owners of the lot at the time the charge fell due. Such charge shall bear interest as a late charge of a rate of two percent (2%) per month until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction.

The owner of the lot or lots subject to the charge shall, in addition to the amount of the charge at the time legal action is instituted, be obligated to pay the expense or costs, including reasonable attorney's fees, incurred by the Association in collecting same. Every owner of a lot in the subdivision and any person who may acquire any interest in such lot, whether as an owner or otherwise, is hereby notified that by acquisition of such interest such person agrees that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid; and shall be held to have conclusively covenanted to pay the Association all charges that the Association shall make pursuant to these covenants and restrictions.

The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. In addition, no sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. However, a first mortgagee is not, at any time obligated to perform the duty of collection of assessments.

The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association of the payment status of the assessments on a specified lot, and/or that certain assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and for the improvement and maintenance of the properties owned or operated by the Association.

16. Suspension of Privileges - Notwithstanding any other provision contained herein or in the Bylaws, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the right to use the facilities of the Association of any member or associate member; (i) for any period during which any of the Association's charges owed by the member or associate member remains unpaid; (ii) during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association; and (iii) during the period of any violation of the Articles of Incorporation, Bylaws or rules and regulations of the Association.

17. Any residence constructed on a Lot shall contain livable space, exclusive of porches and attached garages, of not less than 1300 square feet for a one story residence, and/or 1100 square feet on the ground floor for any residence containing more than one story. Eighty percent (80%) of the entire first floor of any residence, exclusive of doors and windows, must be covered with brick or stone, unless waived in writing by the Declarant prior to construction commencing. All dwellings must be fully completed on the outside before being occupied.

18. No trailer, basement, tent, shack, barn, or other outbuilding erected upon the Real Estate shall, at any time, be used as a residence, temporarily or permanently. Job trailers and/or outhouses may only be placed on the property during the period of construction.

19. No noxious or offensive activity shall occur on the Real Estate, nor shall anything be done thereon which is a significant annoyance or significant nuisance to any owner of another lot in the subdivision, or to any neighboring property owner whose property adjoins the lot(s) allegedly conducting said activity. Dog(s) which are allowed to run off the dog owner's Lot, or whose bark disturbs the sleep of a neighbor, shall be considered a material nuisance.

20. No sign of any kind shall be displayed to public view, except that one professional sign of not more than five square feet in area advertising the property for sale or rent, or used by a builder to advertise the property during the construction or sales period may be displayed.

21. No modular homes, manufactured homes, house trailers, or previously constructed homes moved to the Real Estate, shall be constructed or placed on the Real Estate.

22. The Real Estate shall not be used or maintained as a dumping ground for rubbish. Trash, garbage, junk or other unsightly materials or other waste shall not be kept except in sanitary containers. No inoperable or junk vehicles, or automobiles or trucks under major repair, shall be placed on the property. No trash, grass clippings or other refuse shall be dumped on any lot or on any adjacent lot.

23. Prior to and during the construction of any residence or building on a Lot, the Lot shall be neatly maintained by the Lot Owner; and all construction debris shall be contained within the boundaries of the lot. The Owner of the lot shall be responsible for all expenses and damages to any other surrounding Real Estate which are caused by owner or owner's builder.

24. Any existing underground tiles and/or drainage lines shall not be damaged, restricted or stopped up; and if necessary shall be relocated or routed around the residence or construction area in such a manner that said tile or line still fully functions.

25. Prior to the construction of any residence or outbuilding over 150 square feet in size, the owner of the lot must submit detailed construction plans for review by the Declarant or the Declarant's successors or assigns. Declarant shall have full discretion to determine if the architectural design and materials proposed for the residence/outbuilding is reasonably consistent with the homes constructed on the surrounding lots. No construction shall commence nor permit be issued, without Declarant's prior approval. If the plans are approved, the Declarant shall indicate such approval by placing either one of the two Declarant's signatures on the plans and dating the signature. The plans shall be deemed approved if a written rejection is not sent or delivered to the owner within forty-five (45) days of the actual delivery to the Declarant of a complete and detailed set of plans containing all information or supplemental information requested by the Declarant.

(4)

MARTHA A. WOMACKS
MARION COUNTY AUDITOR

467279 APR 15 03

SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

SURVEYOR'S CORRECTION

COMPTON FARM
Residential Subdivision
Cross Reference: Instrument # 20030032347
Franklin Township, Marion County, Indiana

Donna J. Smithers, being duly sworn upon her oath, deposes and says:

That she is a Registered Land Surveyor in the State of Indiana, Registration No. 20100076, and that the following correction is being made to the Compton Farm Recorded Plat.

An error was found along the west line of lot number one and has been revised as shown on the attached Exhibit "B". This change also affected the overall boundary description and acreage for Compton Farms. The changes made to this description are as shown on the attached Exhibit "C". An Exhibit "A" is also attached showing lot number one per the recorded plat.

FURTHER AFFIANT SAYETH NOT:

Donna J. Smithers, Registered Land Surveyor

SUBSCRIBED AND SWORN to before me on this 11th day of April, 2003

Angelika E. Dakes
Angelika E Dakes
Notary Public

My Commission Expires : 2/17/08
Residing County: Johnson

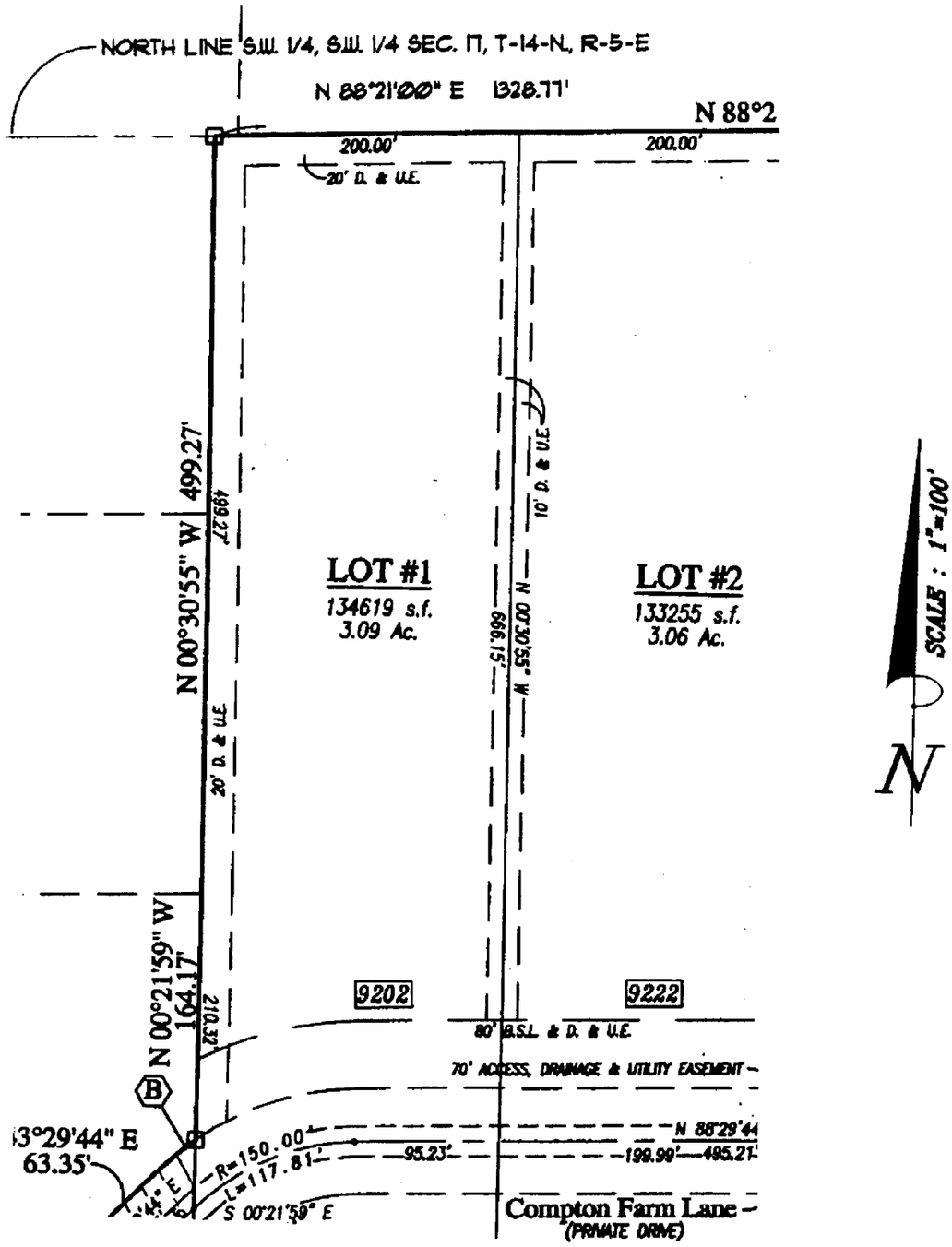
This Instrument Prepared By: Maurer & Smithers, Inc.
3425 West County Line Road – Greenwood, Indiana 46142
317-881-3898

SHEET 1 OF 4

04/15/03 09:34AM WANDA MARTIN MARION CTY RECORDER GAM 20.00 PAGES: 4
Inst # 2003-0079788

Exhibit "A"

Platted Lot # 1 Boundary



SHEET 2 OF 4

Exhibit "B"

Lot # 1 Boundary Revised

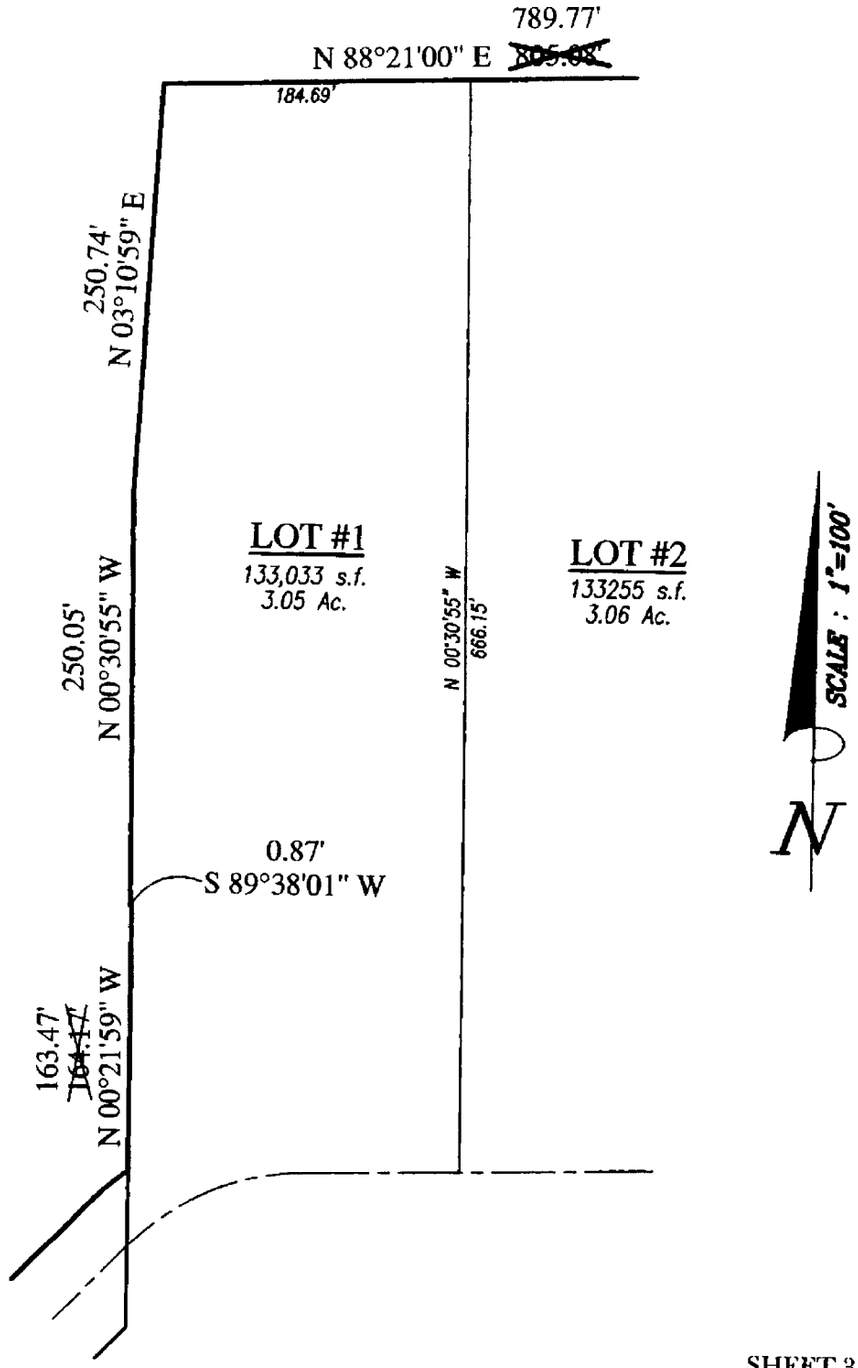


Exhibit "C"

Revised Description

DESCRIPTION

A Part of the Southwest Quarter of the Southwest Quarter of Section 17, Township 14 North, Range 5 East of the Second Principal Meridian located in Franklin Township, Marion County, Indiana being more particularly described as follows:

Commencing at the Southwest Corner of said Quarter Quarter Section; thence North 00 degrees 30 minutes 55 seconds West (assumed bearings) along the west line of said Quarter Quarter Section 500.00 feet to the Point of Beginning also being the northwest corner of the land of Pritt, recorded as Instrument Number 99-00224353 in the Office of the Marion County Recorder; thence continuing North 00 degrees 30 minutes 55 seconds West along said west line 70.01 feet; thence North 88 degrees 29 minutes 44 seconds East 373.19 feet to a point of curvature of a curve to the left having a central angle of 45 degrees 00 minutes 00 seconds, the radius point of which bears North 01 degrees 30 minutes 16 seconds West 115.00 feet; thence northeasterly along said curve a distance of 90.32 feet, (said curve having a chord bearing of North 65 degrees 59 minutes 44 seconds East and chord distance of 88.02 feet); thence North 43 degrees 29 minutes 44 seconds East 63.35 feet to a point of curvature of a curve to the right having a central angle of 10 degrees 21 minutes 47 seconds, the radius point of which bears South 46 degrees 30 minutes 16 seconds East 185.00 feet; thence northeasterly along said curve a distance of 33.46 feet, (said curve having a chord bearing of North 48 degrees 40 minutes 38 seconds East and chord distance of 33.42 feet);

thence North 00 degrees 21 minutes 59 seconds West 163.47 feet; thence South 89 degrees 38 minutes 01 seconds West 0.87 feet to the southeast corner of the land of Archer, recorded as Instrument Number 2000-00159560 in said Recorder's Office; thence North 00 degrees 30 minutes 55 seconds West parallel with said west line along the east line of Archer 250.05 feet to the southeast corner of the land of Oak Leaf Homes, Inc. recorded as Instrument Number 2000-18768 in said recorders office, thence North 03 degrees 10 minutes 59 seconds East along the east line of said Oak Leaf Homes 250.74 feet to the north line of said Quarter Quarter Section also being the northeast corner of said Oak Leaf Homes; thence North 88 degrees 21 minutes 00 seconds East along said north line 789.77 feet to the Northeast corner of said Quarter

Quarter Section; thence South 00 degrees 15 minutes 13 seconds East along the east line of said Quarter Quarter Section 1335.50 feet to the Southeast corner of said Quarter Quarter Section; thence South 88 degrees 29 minutes 44 seconds West along the south line of said Quarter Quarter Section 799.81 feet to the southeast corner of the land of Ellis recorded as Instrument Number 93-49534 in said Recorder's Office; thence North 00 degrees 30 minutes 55 seconds West parallel with the west line of said Quarter Quarter Section and along the east line of said Ellis and the east line of the land of Charles and Donna M. Pritt recorded as Instrument Number 99-00224353 in said recorders office, a distance of 500.00 feet to the northeast corner of said Pritt; thence South 88 degrees 29 minutes 44 seconds West parallel with said south line and along the north line of said Pritt a distance of 522.80 feet to the Point of Beginning containing 25.51 acres more or less.

Subject to all easements, restrictions and rights-of-way.