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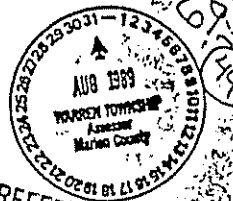
DECLARATION OF COVENANTS AND RESTRICTIONS

Creekside Woods  
Property Ownership  
Section I

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JAMES C. COONROD  
COUNTY CLERK

APPROVED  
DMD-DOS BY [Signature]  
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Exhibit "B"	Real Estate comprising Additional Tract located contiguous to Creekside Woods, Section I

DECLARATION OF COVENANTS AND RESTRICTIONS OF  
CREEKSIDE WOODS PROPERTY OWNERSHIP

SECTION 1

THIS DECLARATION made this 31<sup>ST</sup> day of AUGUST, 1989, by LAND INNOVATORS COMPANY, an Indiana Limited Partnership (Declarant) and CORA L. GRAHAM a/k/a CORA LOUISE GRAHAM.

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant and, Cora L. Graham a/k/a Cora Louise Graham, are the aggregate owners in fee simple title to certain real estate located in Marion County, Indiana, more particularly described in the attached Exhibit A, which is incorporated herein by reference (hereinafter referred to as "Tract" or "Creekside Woods, Section 1").

B. Declarant by execution of this Declaration assures that all properties which are conveyed which are a part of the Tract shall be conveyed subject to the terms and conditions of this Declaration, which shall run with the Tract and be binding upon all parties having any right, title or interest in the Tract, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

1. Definitions. The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

(a) "Additional Tract" means that real estate or any part of it described in Paragraph 19 of this Declaration.

(b) "Applicable Date" means the date determined pursuant to Paragraph 7 of this Declaration.

(c) "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Corporation, as hereinafter defined. The Articles of Incorporation are incorporated herein by reference.

(d) "Board of Directors" means the governing body of the Corporation elected by the Members in accordance with the By-Laws of the Corporation.

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(e) "By-Laws" shall mean the By-Laws of the Corporation and shall provide for the election of directors and officers and other governing officials of the Corporation. A copy of the By-Laws is incorporated herein by reference.

(f) HOA Easements.

Refers specifically to Easements herein described which will or may appear on the Final Plat of Creekside Woods, Section I, as well as on the Final Plat of additional areas of Creekside Woods. Title to the realty on which such Easements are imposed will remain with the Lot owner on which such Easement appears with the right in the Declarant (so long as Declarant owns any Lots) the HOA, its designated representatives along with members of the Marion County Department of Public Works (in the case of the Lakes and the HOA Utility and Drainage Easements to have ingress and egress in and upon such Easements.

The easements aforesaid are now detailed with any rights stated inuring to the Declarant until the Applicable Date and thereafter to the HOA:

HOA - Utility and Drainage Easements (Storm Water)

These Easements exclude the Lakes, but specifically encompass the storm water system within Creekside Woods which in combination with all other Lakes, handle the surface water drainage of Creekside Woods.

The maintenance of the storm water system and the Easement areas serving such storm water system will become and be the responsibility of the HOA. Such maintenance responsibility shall exclude grass cutting which remains the responsibility of the Lot owner through which the Easement is located.

HOA - Landscape and Wall Easement

These Easements contemplate and grant, but do not require, the right to install double entrance walls plus mounding and of landscape plantings to be maintained by the HOA, including grass cutting and watering.

HOA - Island Easements

The Declarant shall reserve this Easement from the Dedication of Right of Way, to the Department of Transportation of Marion County, City of Indianapolis, for a green area - landscape island which may include

lighting and a water sprinkling system to be maintained by the HOA. The HOA shall also be responsible for any utility expense for such water and/or lighting as a common expense.

HOA - Landscaping Easement

These Easements located on the German Church Road perimeter of Creekside Woods shall contain mounding and landscaping in compliance with a zoning commitment for Creekside Woods as now exist or may hereafter be modified. The HOA shall be responsible to maintain the integrity of such mounding and replace any dead landscaping caused by unhealthy plants, disease or the elements. The cutting of grass on the mounding, plus the watering of the grass and the plantings therein, shall be the responsibility of the Lot owner upon which such Easement is impressed. Lot owners shall not be entitled to place any additional plantings within this Easement without the written consent of the Architectural Review Board.

(g) Retention Lake(s) - Use and Maintenance Obligation

There are one or more separate bodies of water within this or other Sections of the Creekside Woods Subdivision which serve as retention or drainage areas and outlets for surface water which are designated on plats presently recorded or to be recorded as "Retention Lake" (hereinafter called "Lake"). One such "Lake" also serves as a retention or drainage area and outlet for surface water from a section(s), presently platted or to be platted, of a subdivision to be known as Grassy Creek with lots of Grassy Creek and lots of Creekside Woods abutting this described "Lake" (hereinafter referred to as "Common Lake").

All Lot owners who abut a given "Lake, including the "Common Lake" by accepting a Deed to said Lot assume the responsibility of maintaining said Lake on an equal pro rata basis based on the total number of Lots that abut the Lake unless stated otherwise herein. This maintenance obligation shall commence when a given Lake is accepted and/or approved by the Department of Public Works of Marion County and with the termination of the 3 year

maintenance bond as called for under the Marion County Subdivision Ordinance. Said Lot owners shall have the right to use the Lake they abut for fishing so long as it is done solely from the Lot owners land bank. None of the owners herein described, relative to the Lake applicable to them, shall have the right to use such Lake for any other purpose including, but not limited, wading, boating, swimming or fishing from within the Lake.

In the event a Homeowner's organization is created for the Grassy Creek Subdivisions which mandates membership therein such organization shall solely determine the timing and nature of the maintenance obligation of the Lot owners around Common Lake. The allocations of cost for such obligation shall be on an equal pro rata basis to the Lot owners who abut and surround the Common Lake with the exception that the aggregate of such cost assigned to the Lot owners whose Lots in Grassy Creek surround the Common Lake shall become a common expense of such Homeowner's organization and therefore a financial obligation of such Homeowner's organization. The rights to the use of Common Lakes shall not inure to such organization or its members (other than those who abut Common Lake) as a result of this provision.

(h) "Common Expense" means expenses for administration of the Corporation, and expenses for the upkeep, maintenance, repair and replacement as detailed in Items 1(f) and 1(g), and all sums lawfully assessed against the Members of the Corporation.

(i) "Corporation" also known as HOA means Creekside Woods Homeowners Association, Inc., its successors and assigns, a not-for-profit corporation, whose members shall be the Owners of Lots, or appointees as provided in Paragraph 6 of this Declaration; such Corporation being more particularly described in Paragraph 6 of this Declaration.

(j) "Declarant" shall mean and refer to Land Innovators Company, an Indiana Limited Partnership, and any successors and assigns of it whom it designates in one or more written recorded instruments, to have the rights of Declarant hereunder including, but not limited to, any mortgagee acquiring title

to any portion of the Tract pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant

(k) "Dwelling Unit" means the living units located upon a Lot.

(l) "Lake". These Lakes, one of which is hereafter defined as Common Lake, separately and in the aggregate, are designed to handle the surface water drainage requirements of Creekside Woods and should not be construed as assuring that water will be in the Lakes at all times or that any particular level of water will be contained therein.

(m) "Lot" means any plot of ground designated as such upon the recorded Final Plat of Creekside Woods, Section 1 or upon the recorded Final Plat, if any, of the Additional Tract or any part thereof and upon which one (1) Dwelling Unit is constructed, is to be constructed or has existed. When Lot is used it shall be deemed to include the Dwelling Unit, if any, located thereon.

(n) "Member" means a member of the Corporation.

(o) "Mortgagee" means the holder of a first mortgage lien on a Lot.

(p) "Creekside Woods, Section 1" means the name by which the Tract, as described in Paragraph A above, which is the subject of this Declaration, and shall be known.

(q) "Creekside Woods" means Creekside Woods, Section 1 and any additional area or section submitted to this Declaration by a Supplemental Declaration as provided herein.

(r) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple title to a Lot.

(s) "Tract" means the real estate described in Paragraph A above and such portions of the Additional Tract for which a Final Plat has been recorded in the Office of the Recorder of Marion County, Indiana, and which has been subjected to this Declaration by a Supplemental Declaration as provided herein.

2. Declaration. Declarant hereby expressly declares that the Tract shall be held, conveyed and transferred in accordance with the provisions of this Declaration.



3. Description of Creekside Woods, Section I. Creekside Woods, Section I consists of \_\_\_\_\_ Lots numbered \_\_\_\_\_ through \_\_\_\_\_, as designated on the Final Plat. The legal description for each Lot in Creekside Woods, Section I shall be as follows:

Lots 1 - 82 in Creekside Woods, Section I, a subdivision in Marion County, Indiana, as per plat thereof recorded August 13, 1989 as Instrument Number 89-79160, in the Office of the Recorder of Marion County, Indiana.

4. Common Area. There are no Common Areas in Creekside Woods.

5. Easement for Utilities and Public and Quasi-Public Vehicles. An easement is granted to all utilities and their agents for ingress, egress, installation, replacement, repairing and maintaining of such utilities, including but not limited to water, sewers, gas, telephone and electricity on the Tract; provided, however, nothing herein shall permit the installation of sewers, electric lines, water line or other utilities, except as initially designed and approved by Declarant on the Plat or as thereafter may be approved by Declarant or by the Board of Directors. By virtue of this easement the electrical and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Tract and to affix and maintain electrical and telephone wires, circuits and conduits on above, across and under the roofs and exterior walls of the Dwelling Units. In the event any utility furnishing service should request a specific easement by a separate recordable document, Declarant shall have the right to grant such easement on such Tract, without conflicting with the terms of this Paragraph. The easements granted herein shall in no way affect any other recorded easement on the Tract.

6. Corporation; Membership; Voting; Functions.

(a) Membership in Corporation. Declarant and each Owner of a Lot which is subject to assessment shall, automatically upon becoming an Owner, be and become a Member of the Corporation and shall remain a Member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and will be transferred to the new Owner of his Lot; provided, however, that any person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a member until and

unless he realizes upon his security, at which time he shall automatically be an Owner and a Member of the Corporation.

(b) Voting Rights. The Corporation shall have two (2) classes of membership, with the following voting rights:

(i) Class A. Class A Members shall be all Owners except Class B Members. Each Class A Member shall be entitled to one (1) vote for each Lot of which such Member is the Owner with respect to each matter submitted to a vote of Members upon which the Class A Members are entitled to vote. When more than one (1) person constitutes the Owner of a particular Lot, all such persons shall be Members of the Corporation, but all or such persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine; but in no event shall more than one (1) vote be cast with respect to any such Lot.

(ii) Class B. Class B Members shall be Declarant and all successors and assigns of Declarant designated by Declarant as Class B Members in a written notice mailed or delivered to the resident agent of the Corporation. Each Class B Member shall be entitled to three (3) votes for each Lot of which it is the Owner on all matters requiring a vote of the Members of the Corporation. The Class B membership shall cease and terminate upon the Applicable Date, which shall be the first to occur of:

1. the date upon which the written resignation of the Class B Members is delivered to the resident agent of the Corporation;
2. thirty (30) days after the date when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or;
3. AUGUST 3, 1992.

(c) Functions. The Corporation has been formed for the purpose of providing for the maintenance, repair, upkeep, replacement, and administration of the HOA Easements and to pay any other necessary expenses and costs in connection with these areas, and to perform such other functions as may be designated by it to perform under this Declaration.

7. Board of Directors.

(a) Management. The business and affairs of the Corporation shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he is, or is deemed in

accordance with this Declaration to be, an Owner, including a person appointed by Declarant as provided in subparagraph (b) of this Paragraph 7.

(b) Initial Board of Directors. The Initial Board of Directors shall be composed of the persons designated in the Articles, to-wit: John Whitlock, David Compton and Judy Seeley (hereinafter referred to as the "Initial Board") all of whom have been or shall be appointed by Declarant. Notwithstanding anything to the contrary contained in, or any other provisions of this Declaration, the Articles or the By-Laws (a) the Initial Board shall hold office until the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to the Applicable Date, determined as provided above, every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the Initial Board. Each Owner, by acceptance of a deed to a Lot, or by acquisition of any interest in a Dwelling Unit by any type or juridical acts inter vivos or causa mortis, or otherwise, shall be deemed to have appointed Declarant as such Owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said Owner's right to vote, and to vote as Declarant determines, on all matters as to which Members of the Corporation are entitled to vote under the Declaration, the Articles, the By-Laws or otherwise; provided, however, this right to vote granted to Declarant shall not extend to votes of Members (if a vote is required) on matters of Special Assessments, mortgaging HOA Assessments, or merger/consolidation of the Corporation with another corporation. This appointment of Declarant as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same. Each person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Declarant to fill a vacancy, shall be deemed a Member of the Corporation and an Owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a Member of

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the Corporation nor an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a Member of the Corporation).

(c) Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one person at a time.

(d) Term of Office and Vacancy. Subject to the provisions of subparagraph (b) of this Paragraph, one (1) member of the Board of Directors shall be elected at each annual meeting of the Corporation. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the Applicable Date provided herein. After the Applicable Date, each member of the Board of Directors shall be elected for a term of three (3) years, except that at the first election after the Applicable Date one member of the Board of Directors shall be elected for a three (3) year term, one for a two (2) year term, and one for a one (1) year term so that the terms of one-third (1/3) of the members of the Board shall expire annually. There shall be separate nominations for the office of each member of the Board to be elected at such first election after the Applicable Date. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of subparagraph (b) of this Paragraph as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the Owners if a Director is removed in accordance with subparagraph (e) of this Paragraph. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

(e) Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners and until his successor is duly elected and qualified.

(f) Duties of the Board of Directors. The Board of Directors shall be the governing body of the Corporation representing all of the Owners and being responsible for the functions and duties of the Corporation, including, but not limited to, the management, maintenance, repair, upkeep and replacement as required within the HOA Easements, and the collection and disbursement of the Common Expenses. The Board may, on behalf of the Corporation, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary, provided any such management agreement shall be for a term of three (3) years or less and shall provide that any such agreement may be terminated by either party upon ninety (90) days written notice to the other party. Other than the Initial Management under Paragraph 8 any decision thereafter to employ a professional property management agent shall require the prior consent of the Owners of at least sixty-seven percent (67%) of the vote and fifty-one percent (51%) of the vote of Mortgagees. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

(i) protection and surveillance of the HOA Easements, unless the same are otherwise the responsibility or duty of Owners of Lots; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Corporation, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;

(ii) the duties delineated under HOA Easements (Item 1F);

- (iii) assessment and collection from the Owners of each Owner's respective share of the Common Expenses;
  - (iv) preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
  - (v) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;
  - (vi) keeping a current, accurate and detailed record of receipts and expenditures affecting the HOA Assessments and the business and affairs of the Corporation, specifying and itemizing the Common Expenses; all records and vouchers (including current copies of the Declaration, Articles of Incorporation, By-Laws and Rules) shall be available for examination by an Owner, Mortgagee, insurer or guarantor of a first mortgage at any time during normal business hours;
  - (vii) procuring and maintaining for the benefit of the Corporation and the Board the insurance coverages required under this Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;
  - (viii) paying any other necessary expenses and costs in connection with the HOA Assessments; and
  - (ix) to furnish, upon request of any Mortgagee, insurer or guarantor of first mortgage, an audited financial statement for the immediately preceding fiscal year.
- (g) Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:
- (i) to employ a Managing Agent to assist the Board in performing its duties;
  - (ii) to purchase, lease or otherwise obtain for the Corporation, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;
  - (iii) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary

or desirable in connection with the business and affairs of the Corporation;

(iv) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the Board of Directors to perform its duties;

(v) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom; and

(vi) to open and maintain a bank account or accounts in the name of the Corporation.

(h) Limitation on Board Action. After the Applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 without obtaining the prior approval of a majority of the Owners, except that in the following cases such approval shall not be necessary:

(i) contracts for replacing or restoring portions of the HOA Elements damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;

(ii) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and

(iii) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

(i) Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

(j) Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of

contracts made by the Board on behalf of the Corporation, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Corporation.

(k) Additional Indemnity of Directors. The Corporation shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Corporation, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Corporation shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Corporation or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Corporation to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

(l) Bond. The Board of Directors shall provide blanket fidelity bonds for the Managing Agent (if any), the treasurer of the Corporation, and such other



officers or directors of the Corporation that handle or are responsible for funds indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors (provided, however, in no event shall the aggregate amount of the bond be less than a sum equal to three (3) months aggregate assessments on all Dwelling Units) and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. Fidelity bonds shall name the Corporation as an obligee and shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. Such bonds shall provide that they may not be cancelled or substantially modified for any reason without at least ten (10) days prior written notice to the Corporation. The expense of any such bonds shall be a Common Expense.

8. Initial Management. The Board of Directors has entered or will hereafter enter into a management agreement with Declarant or with a corporation or other entity affiliated with Declarant or designated by Declarant for a term not to exceed three (3) years with either party having the right to terminate upon ninety (90) days' notice under which Declarant (or such other corporation or entity as appropriate) will provide supervision, management and maintenance of the HOA Assessments, and in general perform all of the duties and obligations of the Corporation. Such management agreement may be renewed by the parties for additional terms of three (3) or less years or a new management agreement with different parties may be executed under similar terms and conditions. Any management agreement is or will be subject to termination by Declarant (or such other corporation or entity as appropriate) at any time prior to expiration of its term, in which event the Corporation shall thereupon and thereafter resume performance of all of its duties and obligations. Notwithstanding anything to the contrary contained herein, so long as a management agreement between the Corporation and Declarant (or such other corporation or entity

as appropriate) is in effect, Declarant (or such other corporation or entity as appropriate) shall have and Declarant hereby reserves to itself (or such other corporation or entity as appropriate), the exclusive right to manage the HOA Easements and perform all the functions of the Corporation.

9. Real Estate Taxes. Real estate taxes are to be separately assessed and taxed to each Lot. In the event that for any year the real estate taxes are not separately assessed and taxed to each Lot but are assessed and taxed on the Tract and Additional Tract or part thereof as a whole, without a breakdown for each Lot, then each Owner shall pay his proportionate share of the real estate taxes assessed to the land comprising the Tract and Additional Tract or that part thereof that is assessed as a whole, which shall be the ratio that the square footage in his Lot bears to the total square footage of all the land comprising the Tract and Additional Tract or part thereof assessed as a whole, and shall pay his proportionate share of the real estate taxes assessed on the improvements on the Tract and Additional Tract or part thereof assessed as a whole based upon the ratio that the square footage of all improved Lots.

10. Utilities. Each Owner shall pay for his own utilities which are separately metered. Utilities which are not separately metered, if any, shall be treated as and paid as part of the Common Expense unless otherwise determined by the Corporation.

11. Maintenance, Repairs and Replacements. Maintenance, repairs, replacements and upkeep of the HOA Easements shall be furnished by the Corporation as detailed in Item 1(f), as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses.

Each Owner shall be responsible for maintaining and keeping his Lot and all improvements thereon in a good, clean and sanitary condition except as modified by Item 1(f).

Notwithstanding any obligation or duty of the corporation to repair or maintain aforesaid if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused, or if maintenance, repairs or

replacements shall be required thereby which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Corporation, unless such loss is covered by the Corporation's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Corporation the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's lot is subject.

If any Owner shall fail so to maintain and keep his property or any part thereof in a good, clean and sanitary condition, exclusive of dwelling maintenance, the Corporation may perform any work necessary to do so and charge the Owner thereof for such cost, which cost shall be added to and become a part of the Owner's assessment, and such cost shall be immediately due, and shall be secured by the Corporation's lien on the Owner's property.

So long as the Tract is subject to this Declaration each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Corporation, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to effect the maintenance, cleaning, repair or other work contemplated herein.

12. Architectural Control

(a) The Architectural Review Board. As a standing committee of the Corporation, there shall be, and hereby is, established an Architectural Review Board consisting of three (3) or more persons as may, from time to time, be provided in the By-Laws. Until the Applicable Date, the Architectural Review Board shall be the Initial Board of Directors. After the Applicable Date, the Architectural Review Board shall be appointed by the Board of Directors.

(b) Purposes. The Architectural Review Board shall regulate the external design, appearance, use and location of improvements on the Real Estate in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements and the natural vegetation and topography.

(c) Conditions. No improvements, alterations, repairs, excavation, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, Dwelling Unit, change in the HOA - Landscaping Easement, or other structure shall be commenced, erected, maintained, improved, altered, made or done on any Lot without the prior written approval of the Architectural Review Board.

(d) Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing an application within thirty (30) days after such application (and all plans, drawings, specifications and other items required to be submitted to it in accordance with such rules as it may adopt) have been given to it, approval will be deemed granted by the Architectural Review Board. A decision of the Architectural Review Board may be appealed to the Board of Directors which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors then serving. The Architectural Review Board may establish committees consisting of two (2) or more of its members, which committees shall exercise such powers of the Board as may be delegated to them.

(e) Maintenance of Architectural Control. The Association may not waive or abandon the procedure for regulating and enforcing the architectural design of the Dwelling Units nor for maintaining the HOA Easements without the prior written approval of all Owners and all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of this Declaration.

### 13. Assessments

(a) Annual Accounting. Annually, after the close of each fiscal year of the Corporation and prior to the date of the annual meeting of the Corporation next following the end of such fiscal year, the Board shall cause to be prepared

and furnished to each Owner a financial statement prepared by a certified public accountant or firm of certified public accountants then servicing the Corporation, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

(b) Proposed Annual Budget. Annually, before the date of the annual meeting of the Corporation, the Board of Directors shall cause to be prepared a proposed annual budget for the current fiscal year estimating the total amount of the Common Expenses for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Corporation for adoption, and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the Owners; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a consistent basis.

The annual budget may include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement of the ROA Assessments, which replacement reserve fund (if established) shall be used for those purposes and not for usual and ordinary repair expenses. Such replacement reserve fund for capital expenditures and replacement within the ROA Assessments shall be maintained by the Corporation in a separate interest bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in Marion County, Indiana selected from time to time by the Board.

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The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the annual meeting of the Corporation, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

(c) Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year as set forth in said budget, contain a proposed assessment against each Lot, which shall be the same amount for each Lot. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Lot (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Lot shall be paid in advance in quarterly installments commencing on the first day of the first month of each fiscal year and quarterly thereafter. Payment of these installments of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors; provided, however, Owners may elect to pay assessments semi-annually or annually, in advance. In the event the Regular Assessment for a particular fiscal year of the Corporation was initially based upon a temporary budget, then:

- (i) If the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment, and all payments thereafter during such fiscal year, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or
- (ii) If the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due, until the entire amount of such excess has been so credited;

provided, however, that if an Owner had paid his Regular Assessment either semi-annually or annually in advance, then the adjustments set forth under (i) or (ii) above shall be made by a cash payment by, or refund to, the Owner on the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners.

The Regular Assessment for the current fiscal year of the Corporation shall become a lien on each separate Lot as of the first day of each fiscal year of the Corporation, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Lot or any interest therein, shall not relieve or release such Owner or his successor as Owner of such Lot from payment of the Regular Assessment for such Lot as finally determined, and such Owner and his successor as Owner of such Lot shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Corporation pursuant to Paragraph 16 hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final

budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Quarterly installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Corporation, and neither the Board nor the Corporation shall be responsible for providing any notice or statements to Owners for the same.

(d) Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, and further provided that the Declarant shall not be any Owner's agent, attorney-in-fact or proxy in this vote pursuant to the third sentence of Paragraph 7 of this Declaration, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot, prorated in equal shares (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration.

(e) Regular Assessments Prior to the Applicable Date. During the period that Dwelling Units are being constructed within the Tract or any Additional Tract, it is difficult to accurately allocate the Common Expenses to the individual Lots. The purpose of this section is to provide the method for the payment of the Common Expenses during the period prior to the Applicable Date to enable the Corporation to perform its duties and functions. Accordingly, and notwithstanding any other provision contained in the Declaration, the Articles or the By-Laws or otherwise, prior to the Applicable Date, the annual budget and all Regular Assessments and Special Assessments shall be established by the



Initial Board without any meeting or concurrence of the Owners; provided, however, the Regular Assessments shall be determined in accordance with the provisions contained in this subparagraph.

The Corporation will enter into a management agreement with Declarant (or a corporation or other entity designated by Declarant) (hereinafter referred to as "Management Agent" or "Managing Agent") in accordance with the provisions of Paragraph 8 of this Declaration. So long as such management agreement (or similar agreement) remains in effect, the Common Expenses and Regular Assessments shall be paid by Owners to Management Agent. Declarant shall guarantee that until the earlier of (1) the termination of said management agreement or (2) 1 year after the date of execution, the quarterly Regular Assessment shall not exceed FIFTY Dollars (\$ 50<sup>00</sup>) (the "Guaranteed Charge"). After this date (assuming that said management agreement or similar agreement is still in effect) and so long thereafter as said management agreement (or similar agreement) remains in effect and Management Agent continues to perform such functions, Declarant guarantees that the quarterly Regular Assessment shall not exceed the amount of the Guaranteed Charge plus a maximum of a twenty percent (20%) increase in the Guaranteed Charge for each year. Such adjustments to the Guaranteed Charge (up to a twenty percent (20%) increase as determined by the Board) shall be made annually on January 1 of each year so long as said management agreement remains in effect and Management Agent continues to perform such functions. Such quarterly charge shall during such guaranteed period entirely defray the Owner's obligation for his share of Common Expenses or shall be the Owner's entire Regular Assessment. Declarant shall be responsible for any deficit during such guarantee period; provided, however, that this guarantee is not intended to include, and does not include, major physical alterations or other unusual expenditures not ordinarily anticipated in normal maintenance operations. Such expenditures would be covered through Special Assessments, or, if sufficient the replacement reserve fund, if any such fund exists.

That portion of the Regular Assessment collected by Declarant prior to the Applicable Date applicable to any replacement reserve created shall be held by the initial Board and if required, applied to the replacement required in the HOA Easements. To the extent that any such replacement reserve is not so applied, the balance thereof shall be retained by the Corporation at the Applicable Date. Payment of Regular Assessment prior to the Applicable Date with respect to each Dwelling Unit (that is not owned by Declarant) shall commence on the date of conveyance by Declarant to such new owner. The first payment shall be payable on the date of conveyance prorated to the first day of the quarterly period next ensuing. Thereafter, payment of the Regular Assessment shall be paid the first day of each quarterly period thereafter during the period prior to the Applicable Date. DECLARANT SHALL ONLY BE RESPONSIBLE FOR REGULAR ASSESSMENT FOR LOTS OWNED BY DECLARANT FOR 25% OF THE REGULAR ASSESSMENT. PROVIDED, HOWEVER, SUCH PAYMENT BY DECLARANT FOR LOTS WITHIN A PARTICULAR FINAL FLAT SHALL NOT COMMENCE UNTIL THE FIRST LOT IN SUCH AREA SUBJECT TO SUCH FINAL FLAT IS CONVEYED BY DECLARANT TO A NEW OWNER.

Each Owner hereby authorizes the Corporation and the Board of Directors and its officers to enter into the aforesaid management agreement described in Paragraph 8 of this Declaration and to adhere to and abide by the same.

(f) Failure of Owner to Pay Assessments. No Owner may exempt himself from paying Regular Assessments and Special Assessments or from contributing toward the Common Expense or toward any other expense lawfully agreed upon by waiver of the use or enjoyment of the HOA Easements or by abandonment of the Lot belonging to him. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one person the liability of such person shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessment or Special Assessment when due, the lien for such assessment on the Owner's Lot and Dwelling Unit may be filed and foreclosed by the Board of Directors for and on behalf of the Corporation as a mortgage on real property or as otherwise

provided by law. Upon the failure of the Owner to make timely payments of any Regular Assessment or Special Assessment when due the Board may in its discretion accelerate the entire balance of unpaid assessments the Owner and any occupant of the Lot and Dwelling Unit shall be jointly and severally liable for the payment to the Corporation and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and Dwelling Unit and to collect the rentals and other profits therefrom for the benefit of the Corporation to be applied to the unpaid Regular Assessments or Special Assessments. The Board may at its option bring suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment or Special Assessment whether by foreclosure or otherwise, the Board for and on behalf of the Corporation shall be entitled to recover from the Owner of the respective Lot and Dwelling Unit costs and expenses of such action incurred (including but not limited to reasonable attorneys fees) and interest from the date such assessments were due until paid at the rate equal to the prime interest rate then being charged by Indiana National Bank & Trust Company of Indianapolis to its largest and best corporate customer (or if said bank is no longer in existence then such rate charged by another National Bank in Marion County, Indiana selected by the Board of Directors). The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage.

(g) Subordination of Assessment Lien to Mortgage. Notwithstanding anything contained in this Declaration, the Articles or the By-Laws, any sale or transfer of a lot to a mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosures shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installment which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien cannot

relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot and Dwelling Unit or the purchaser at such foreclosure sale or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid shall be deemed to be a Common Expense collectible from all Owners (including the party acquiring the subject Lot from which it arose).

14. Mortgages.

(a) Notice to Corporation. Any Owner who places a first mortgage lien upon his Lot, or the Mortgagee, shall notify the Secretary of the Corporation thereof and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record at the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the By-Laws or otherwise shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of this Declaration, the By-Laws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The Corporation shall, upon request of a Mortgagee who has furnished the Corporation with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the By-Laws which is not cured within sixty (60) days.

(b) Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual

right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Corporation and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Paragraph 13 hereof.

(c) Right of Mortgagee to Pay Real Estate Taxes or Insurance Premiums.

Mortgagees shall have the right, but not the obligation, (1) to pay any charges against the HOA Easement which are in default and (2) to pay any overdue premiums on hazard insurance for the HOA Easement or to secure new hazard insurance for the HOA Easement on the lapse of a policy. Any Mortgagee making such payment shall be owed immediately reimbursement by the Corporation.

(d) Notice of Condemnation or Casualty Loss. Mortgagees shall be timely notified of any condemnation loss which affects a material portion of Creekside Woods. Mortgagees shall also be timely notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond held by the Corporation.

(e) Notice to Insurers and Guarantors. Any guarantor of a first mortgage or any insurer shall, upon notification and request to the Corporation, receive the same notices as are required to be given to Mortgagees.

15. Insurance.

(a) Casualty Insurance. The Corporation shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring the Corporation's improvements within the HOA Easements in an amount consonant with the full replacement value of these improvements. If the Board of Directors can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. Such

insurance coverage shall be for the benefit of each Owner, and if applicable, the Mortgagee of each Owner upon the terms and conditions hereinafter set forth.

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Corporation as hereinabove set forth shall be paid to it or to the Board of Directors, who shall act as the insurance trustees and hold such proceeds for the benefit of the individual Owners and Mortgagees. The proceeds shall be used or disbursed by the Corporation or Board of Directors, as appropriate, and only in accordance with the provisions of this Declaration and any surety bond or bonds obtained by the Board of Directors concerning the officers of the Corporation as provided in the By-Laws shall specifically include protection for any insurance proceeds so received.

Such master casualty insurance policy, and "all risk" coverage, if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Corporation, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) contains an endorsement that such policy shall not be terminated for nonpayment of premiums or for any other reason or shall not be substantially modified without at least ten (10) days prior written notice to Mortgagees and at least ten (10) days prior written notice to the Corporation.

Each Owner shall otherwise be solely responsible for loss or damage to his Dwelling Unit, the contents of his Dwelling Unit and Lot however caused and his personal property stored elsewhere on the Tract and the Corporation shall have no liability to the Owner for loss or damage to the Dwelling Unit, the contents of any Dwelling Unit or any personal property stored elsewhere on the Tract. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk.

(b) Public Liability Insurance. The Corporation shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time but not less

than \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover the Corporation, the Board of Directors, any committee or organ of the Corporation or Board, any Managing Agent appointed or employed by the Corporation, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Tract. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other Owners. Such public liability insurance policy shall contain a provision that such policy shall not be cancelled or substantially modified without at least ten (10) days written notice to the Corporation.

(c) Other Insurance. The Corporation shall also obtain any other insurance required by law to be maintained including, but not limited to, workmen's compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including, but not limited to, liability insurance on vehicles owned or leased by the Corporation and officers' and directors' liability policies. Such insurance shall inure to the benefit of each Owner, the Corporation, the Board of Directors and any Managing Agent acting on behalf of the Corporation. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors policies purchased by the Board of Directors the proceeds of which are payable to the Board or the Corporation.

(d) General Provisions. The premiums for all insurance hereinabove described shall be paid by the Corporation as part of the Common Expenses. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Corporation, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner or Mortgagee whose interest may be affected thereby, which notice

shall be furnished by the officer of the Corporation who is required to send notices of meetings of the Corporation.

(e) Insurance by Owners. Each Owner shall have the right to purchase such additional insurance at his own expense as he may deem necessary.

16. Restoration of HOA Easement ("Improvements"). In the event of damage to or destruction of any of the Improvements herein titled due to fire or any other casualty or disaster, the Corporation shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Corporation, if any, shall be applied to the cost of such repair and reconstruction.

In the event the insurance proceeds, if any, received by the Corporation as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction of the "Improvements", or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the "Improvements" so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Corporation against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the "Improvements" to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same type of architecture.

17. Covenants and Restrictions. The following covenants and restrictions on the use and enjoyment of the Lots, Dwelling Units and HOA Easements shall be in addition to any other covenants or restrictions contained herein and in the Final Plat, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Corporation. Present or future Owners or the Corporation shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition,



be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

(a) All Lots and Dwelling Units shall be used exclusively for residential purposes and for occupancy by a single family.

(b) No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot or on any of the HOA Easements which will result in a cancellation of insurance or increase in insurance on any part of the HOA Easements, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

(c) No nuisance shall be permitted and no waste shall be committed in any Dwelling Unit, the HOA Easements or on any Lot. The Board of Directors determination as to what is a nuisance shall be conclusive.

(d) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his Dwelling Unit or placed on the outside walls of any building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any building without the prior consent of the Architectural Review Board.

(e) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on any Lot or any of the HOA Easements or Common Lake, except that pet dogs, cats or customary household pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under leash or other restraint and while attended by its owner and an owner shall be fully liable for any injury or damage to persons or property, including the HOA Easements, caused by his pet. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the

Tract within ten (10) days after written notice from the Board to the respective Owner to do so.

(f) The HOA Easements shall be kept free and clear of rubbish, debris and other unsightly materials.

(g) No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Tract.

(h) No "for sale," "for rent" or "for lease" signs, or other signs, or other window or advertising display shall be maintained or permitted on any part of the Tract, any Lot or any Dwelling Unit without the prior consent of the Board; provided, however, that the right is reserved by the Declarant and the Board to place or allow to be placed "for sale" or "for lease" signs on or about the Tract in connection with any unsold or unoccupied Lots and Dwelling Units.

(i) All Owners and members of their families, their guests, or invitees, and all occupants of any Dwelling Unit or other persons entitled to use the same and to use and enjoy the HOA Easements or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the HOA Easements. The HOA shall not however have the duty or authority to govern the recreational use of the Lakes and Common Lakes.

(j) No boats, campers, trailers of any kind, buses, mobile homes, recreational vehicles, trucks (larger than 1/4 ton), motorcycles, mini bikes, or mopeds shall be permitted, parked or stored anywhere within the Tract except as otherwise specifically permitted by the Board. No repair work shall be done on the Tract on any vehicles, including passenger automobiles.

(k) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the HOA Easements, except with express permission from the Board.

(l) The HOA Easements shall be used and enjoyed only for the purposes for which it is designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board.

(m) No Owner may rent or lease his Dwelling Unit for transient or hotel purposes.

(n) Any Owner who leases a Dwelling Unit shall lease the entire Dwelling Unit and shall have a written lease which shall provide that the lease is subject to the provisions of the Declaration and any failure of the lessee to comply with the terms of the Declaration, shall be a default under the lease.

Notwithstanding anything to the contrary contained herein or in the Articles or By-Laws, including, but not limited to, any covenants and restrictions set forth herein or otherwise, Declarant shall have the right to use and maintain any Lots and Dwelling Units owned by Declarant and other portions of the Tract (other than individual Dwelling Units and Lots owned by Persons other than Declarant), all of such number and size and at such locations as Declarant in its sole discretion may determine, as Declarant may deem advisable or necessary in its sole discretion to aid in the construction of Dwelling Units and the sale of Lots and Dwelling Units or for the conducting of any business or activity attendant thereto, including, but not limited to, model Dwelling Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. Declarant shall have the right to remove the same from the Tract at any time.

18. Amendment of Declaration.

(a) Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.

(ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors of Owners having in the aggregate at least a majority of the votes of all Owners.

- (iii) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws.
- (iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the votes of all Owners. In the event any Lot or Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.
- (v) Special Amendments. No amendment to this Declaration shall be adopted which changes (a) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or (2) the provisions of this Declaration of Paragraph 15 with respect to casualty insurance or fidelity bonds to be maintained by the Corporation, or (3) the provisions of Paragraph 16 of this Declaration with respect to reconstruction or repair of the HOA Easements and Common Area in the event of Fire or any other casualty or disaster, or (4) the provisions of Paragraph 12 of this Declaration establishing the Architectural Review Board and providing for its functions, or (5) the provisions of Paragraph 13 of this Declaration with respect to the commencement of assessments on any Lot, without, in each and any of such circumstances, the unanimous approval of all Owners and of all Mortgagees whose mortgage interest have been made known to the Board of Directors in accordance with the provisions of this Declaration.
- (vi) Additional Special Amendments. No amendment to this Declaration shall be adopted which imposes a right to first refusal or similar restriction or which changes (1) the method of voting, or (2) reserves for and responsibility for maintenance, repair and replacement of the HOA Easements, or (3) right to use the HOA Easements, or (4) annexation of property to Creekside Woods (other than as provided in Paragraph 19), or (5) the leasing of Dwelling Units, or (6) termination of the applicability of this Declaration, or (7) any provisions which are for the express benefit of Mortgagees without the consent of at least ninety percent (90%) of the votes of the Owners for the first twenty (20) years after recording of this Declaration and thereafter at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Dwelling Units subject to mortgages.
- (vii) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Corporation and shall be recorded in the office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.
- (viii) Failure of Mortgagee to Respond. Any Mortgagee who receives a written request to approve an amendment and fails to give a negative response within thirty (30) days after receiving such request shall be deemed to have approved such request.

(b) Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein or in any other documents, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Corporation, the Board of Directors, any Mortgagees or any other Person to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this Declaration into compliance with any statutory requirements or (d) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to any amendments described in this Paragraph on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record any such amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Paragraph shall terminate at such time as the Declarant no longer hold or controls title to any part or portion of the Tract.

(c) Amendment Prior to the Applicable Date. Notwithstanding anything to the contrary contained herein or in the Declaration, there shall be no amendment of the Declaration prior to the Applicable Date without the consent and approval of Declarant.

19. Annexation of Additional Tract. In addition to Creekside Woods, Section I, Declarant is the owner of certain real estate described in the attached Exhibit B which is incorporated herein by reference and which is located contiguous to Creekside Woods, Section I.

At any time prior to AUGUST 31, 1992, Declarant, without the consent of the Owners, may, but is not obligated to, develop the Additional Tract or any part thereof (except as modified by zoning commitments filed relative to such additional tracts) and file one or more Supplemental Declarations and Final Plats for such Additional Tract or part thereof. Improvements (excluding Dwelling Units) within the area to be annexed must be substantially completed or bonded under the Marion County Subdivision Ordinance prior to annexation.

In the event the Additional Tract or any part of it is platted in a manner as herein stated, the Owners of such Lots in the Additional Tract or parts thereof, shall have the same rights and obligations as the Owners herein, and the Corporation shall have the same jurisdiction and authority over such Additional Tract or parts thereof as its authority and jurisdiction herein.

In the event Declarant decides not to develop or plat the Additional Tract or any part of it in a manner described, Declarant shall file a Declaration stating that the Additional Tract or any part thereof shall not be developed as contemplated herein; provided, however, any part of the Additional Tract for which a Supplemental Declaration has not been filed by SEPT. 1, 1992, shall be automatically removed from the possibility of having a common entity which provides for the maintenance, repair, replacement, administration and operation of such part of the Additional Tract, unless such is established by the Owners in the Tract and those in the Additional Tract.

Regardless of the method of development of the Additional Tract and whether or not all or any part of the Additional Tract comes within the jurisdiction of the Corporation or subject to the Declaration, Declarant reserves unto itself, its successors and assigns, for the use and benefit of that part of the Additional Tract not coming within the jurisdiction of the Corporation or subject to the Declaration,

the right and easement to enter upon and if necessary tie into the HOA Easements of Creekside Woods, Section I to either continue the landscape plan mandated by zoning commitments in the HOA - Landscaping Easements and/or the surface drainage requirements in aggregating the capacity in HOA - Utility and Drainage Easements.

The assessment which the Owner of each Lot in the Additional Tract or part thereof, if within the jurisdiction of the Corporation, shall be obligated to pay shall be equal to that paid by any Owner herein and shall commence on the date of conveyance of such Lot by Declarant. No assessment (Regular, Special or otherwise) on any Lot in the Additional Tract shall be due until such Lot has been conveyed by Declarant or the Dwelling Unit thereon is occupied for residential purposes.

20. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Lots shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation, and the By-Laws incorporated herein by reference, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and rules and regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall be binding on any person having at any time any interest or estate in a Lot or the Tract as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Lot or Lots or any part of the Tract in any manner shall be subject to the Declaration, the Articles of Incorporation, the By-Laws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

21. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees to the extent that

such expense is not covered by the proceeds of insurance carried by the Corporation. An Owner shall pay the amount of any increase in insurance premiums occasioned by his misuse of the HOA Easements.

22. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provision of this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Corporation shall be entitled to recover its reasonable attorneys' fees incurred in connection with such default or failure.

23. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the HOA Easements or by abandonment of his Lot.

24. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the By-Laws, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles, or the By-Laws, and each shall be enforced to the greatest extent permitted by law.

25. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires to the contrary, be deemed to refer to and include all genders. And the singular shall include and refer to the plural and vice versa as appropriate.

26. Interpretation. The captions and titles of the various articles, sections, subsections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof. Any conflict between this Declaration and the Plat Covenants shall be resolved by this Declaration as the controlling document.

27. The Plat. The Final Plat of Creekside Woods, Section I is incorporated into this Declaration by reference and has been filed in the office of the Recorder



of Marion County, Indiana, as of the 15th day of August, 1989, as Instrument No. 89-79160.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first above written.

Cora L. Graham  
Cora L. Graham  
s/x/a Cora Louise Graham

LAND INNOVATORS COMPANY

By: R.M. Thompson  
R. M. Thompson  
General Partner  
Capacity

STATE OF INDIANA )  
COUNTY OF MARION ) SS:

Before me, a Notary Public in and for said County and State, personally appeared R. M. Thompson, General Partner of Land Innovators Company, an Indiana Limited Partnership, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of Creekside Woods, Section I on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 15th day of AUGUST, 1989.

My Commission Expires: APRIL 6, 1990  
County of Residence: MARION

Judy K. Sealey  
Notary Public  
JUDY K. SEALEY  
(Printed Signature)

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) SS:

Before me, a Notary Public in and for said County and State personally appeared Cora L. Graham s/x/a Cora Louise Graham, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of Creekside Woods, Section I.

Witness my hand and Notary Seal this 22nd day of August, 1989.

My Commission Expires: 10-4-91  
County of Residence: San Diego

Brigitta Gisberto  
Notary Public  
BRIGITTA GISBERTO  
(Printed)



890086320

This instrument was prepared by:  
Raymond Good  
Attorney at Law  
SCHNORR, GOOD & OLVEY  
144 N. Delaware Street  
Indianapolis, Indiana 46204-2551  
(317) 636-1100  
L757/758-8/16/89

890086320

Legal Description

"CREEKSID WOODS SECTION 9"

A part of the East Half of Section 9, Township 15 North, Range 5 East of the Second Principal Meridian in Marion County, Indiana and being more particularly described as follows:

Beginning at the East Quarter Corner of said Section 9;  
thence South 00 degrees 00 minutes 00 seconds West along the East Line of the Southeast Quarter of said Section 9 a distance of 415.85 feet;  
thence North 90 degrees 00 minutes 00 seconds West 100.00 feet;  
thence North 00 degrees 00 minutes 00 seconds East 380.90 feet;  
thence North 44 degrees 59 minutes 09 seconds West 28.29 feet;  
thence North 89 degrees 58 minutes 19 seconds West 195.02 feet;  
thence South 08 degrees 08 minutes 58 seconds West 286.40 feet;  
thence South 51 degrees 22 minutes 14 seconds West 304.10 feet;  
thence North 33 degrees 00 minutes 00 seconds West 190.00 feet;  
thence South 57 degrees 00 minutes 00 seconds West 135.00 feet;  
thence North 33 degrees 00 minutes 00 seconds West 174.77 feet;  
thence South 84 degrees 19 minutes 39 seconds West 95.01 feet;  
thence North 67 degrees 01 minutes 24 seconds West 182.96 feet;  
thence South 90 degrees 00 minutes 00 seconds West 225.00 feet;  
thence South 20 degrees 00 minutes 00 seconds West 68.86 feet;  
thence South 00 degrees 00 minutes 00 seconds East 313.54 feet;  
thence South 88 degrees 17 minutes 37 seconds West 402.96 feet;  
thence North 00 degrees 08 minutes 30 seconds East 221.83 feet;  
thence North 89 degrees 53 minutes 29 seconds West 600.00 feet to the West Line of said East Half;  
thence North 00 degrees 05 minutes 32 seconds East along said West Line 351.13 feet;  
thence South 89 degrees 54 minutes 28 seconds East 38.46 feet;  
thence South 53 degrees 15 minutes 20 seconds East 36.36 feet;  
thence North 42 degrees 40 minutes 32 seconds East 198.61 feet;  
thence North 49 degrees 21 minutes 01 seconds East 60.34 feet;  
thence North 43 degrees 47 minutes 47 seconds East 133.54 feet;  
thence South 44 degrees 24 minutes 30 seconds East 98.91 feet;  
thence South 82 degrees 30 minutes 00 seconds East 73.88 feet;  
thence South 90 degrees 00 minutes 00 seconds East 828.27 feet;  
thence North 32 degrees 35 minutes 42 seconds East 227.65 feet;  
thence South 79 degrees 07 minutes 04 seconds East 114.97 feet;  
thence South 89 degrees 58 minutes 19 seconds East 1337.02 feet to the East Line of the Northeast Quarter of said Section 9;  
thence South 00 degrees 17 minutes 14 seconds West along said East Line 611.61 feet to the POINT OF BEGINNING and containing 36.37 acres more or less.

Subject to the Right of Way for German Church Road and all legal easements and Rights of way of record.

I, the undersigned, hereby certify the above description to be true and correct to the best of my knowledge and belief

WITNESS my hand and Registered Land Surveyors Seal this 9th day of

August, 1989

Arthur L. Kaser  
Arthur L. Kaser L.S. 50529



890086320

CREEKSIDE WOODS

Part of the Southeast Quarter, and part of the Northeast Quarter of Section 9, Township 15 North, Range 5 East of the Second Principal Meridian, Warren Township, Marion County, Indiana and described as follows:

Beginning at the Southeast corner of said Northeast Quarter, thence North 00 degrees 17 minutes 14 seconds East along the East line of said Northeast Quarter a distance of 511.51 feet; thence North 89 degrees 58 minutes 19 seconds West 1337.02 feet to the East line of the West Half of said Northeast Quarter; thence North 00 degrees 11 minutes 22 seconds East along said East line 2169.77 feet to the North line of said Northeast Quarter; thence North 89 degrees 37 minutes 20 seconds West along said North line 1240.72 feet to a point 100 feet East of the West line of said Northeast Quarter; thence South 00 degrees 05 minutes 32 seconds West parallel with said West line 1344.72 feet; thence North 89 degrees 37 minutes 20 seconds West 100.00 feet to the West line of said Northeast Quarter; thence South 00 degrees 05 minutes 32 seconds West along said West line and also along the West line of the Southeast Quarter of said Section 9, a distance of 1511.60 feet; thence South 89 degrees 53 minutes 29 seconds East 600.00 feet; thence South 00 degrees 06 minutes 30 seconds West 221.83 feet; thence North 00 degrees 17 minutes 37 seconds East 402.96 feet; thence North 88 degrees 17 minutes 00 seconds East 108.74 feet; thence South 08 degrees 28 minutes 00 seconds East 107.00 feet; thence South 90 degrees 00 minutes 00 seconds East 190.00 feet; thence South 17 degrees 28 minutes 00 seconds East 366.18 feet; thence South 90 degrees 00 minutes 00 seconds East 133.78 feet; thence North 81 degrees 11 minutes 53 seconds East 222.54 feet; thence North 00 degrees 00 minutes 00 seconds East 145.00 feet; thence South 90 degrees 00 minutes 00 seconds East 130.00 feet; thence North 00 degrees 00 minutes 00 seconds East 304.10 feet; thence North 51 degrees 22 minutes 14 seconds East 73.17 feet; thence North 06 degrees 08 minutes 58 seconds East 286.40 feet; thence South 88 degrees 58 minutes 18 seconds East 195.02 feet; thence South 89 degrees 58 minutes 19 seconds East 28.29 feet; thence South 44 degrees 59 minutes 09 seconds West 360.90 feet; thence South 00 degrees 00 minutes 00 seconds East 100.00 feet to the East line of said Southeast Quarter; thence North 00 degrees 00 minutes 00 seconds East along said East line 415.85 feet to the point of beginning and containing 114.499 acres more or less.

Subject to the rights of way for German Church Road and all other legal easements and rights of way of record.

Excepting Exhibit "A" Attached

Exhibit "B"

890086320

920120030

SECOND SUPPLEMENTAL DECLARATION OF  
COVENANTS AND RESTRICTIONS OF  
THE CREEKSIDE WOODS PROPERTY OWNERSHIP

Section 3

THIS SUPPLEMENTAL DECLARATION made this 19<sup>th</sup> day of AUGUST, 1992,

by Land Innovators Company, an Indiana Limited Partnership (hereinafter referred to as "Declarant")

WITNESSETH

WHEREAS, the following facts are true:

A. Declarant is the sole owner in fee simple title to certain real estate located in Marion County, Indiana, more particularly described in the attached Exhibit "A", which is incorporated herein by reference hereinafter respectively referred to as "Creekside Woods Section 3".

B. Declarant has heretofore executed a Declaration of Covenants and Restrictions of Creekside Woods Property Ownership which was recorded in the office of the Recorder of Marion County, Indiana, as Instrument # 80-86320 (the "Declaration"). Creekside Woods Section 1 was originally subjected to the Declaration, however, the Declaration provided that additional real estate could be subjected to the terms and conditions of the Declaration. Creekside Woods Section 2 was subsequently subjected to this Declaration under the authority therein granted.

C. Creekside Woods Section 3, is part of the Additional Tract described in paragraph 20 of the Declaration. Paragraph 20 of the Declaration provides that all or part of the Additional Tract may be annexed to and become a part of Creekside Woods and incorporated into the Declaration with the owners thereof becoming members of the Creekside Woods Homeowners Association, Inc. in accordance with the provisions of paragraph 20 of the Declaration upon the filing of a Supplemental Declaration by Declarant and the Final Plat of this real estate being incorporated into Creekside Woods. All conditions relating to the annexation of the Exhibit "A" realty to make it subject to the Declaration have been met and Declarant by execution of this Supplemental Declaration hereby incorporate Creekside Woods Section 3 into the Creekside Woods development and the Declaration.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

RECORDED  
1502  
6

1. **Declaration.** Declarant hereby expressly declares that Creekside Woods Section 3 shall be held, conveyed and transferred in accordance with the provisions of the Declaration as if such had originally been included in the Declaration and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration as such may be amended from time to time. Creekside Woods Section 3 hereafter, and for all purposes shall be included in the definition of Tract as defined in paragraph 1(a) of the Declaration.

2. **Description of Creekside Woods Section 3.** Creekside Woods consists of 45 Lots numbered 95 through 126 inclusive, Lots numbered 172 through 176 inclusive, and Lots numbered 185 through 190 inclusive, together with the Common Area as designated on the plat for this designated Section. The Common Area and the size of the Lots are designed on such plat. The legal description for each Lot in this additional realty shall be as follows:

Lot \_\_\_\_\_ in Creekside Woods Section 3, a subdivision in Marion County, Indiana, as per plat thereof, recorded on \_\_\_\_\_ as Instrument N<sup>o</sup> \_\_\_\_\_, in the Office of the Recorder of Marion County, Indiana.

Creekside Woods now consists of 190 Lots numbered 1 through 190, inclusive.

3. **Easements.** Regardless of the method of development of any other part of the Additional Tract and whether or not all or any part of the remaining Additional Tract becomes subject to the Declaration, Declarant reserves to itself, its successors and assigns, for the use and benefit of that part of the Additional Tract not becoming subject to the Declaration, the right and easement to enter upon the streets and common area of this Section of Creekside Woods to provide ingress and egress to the Additional Tract.

Declarant hereby grants to the owner in Creekside Woods Section 3, the right and easement to enter upon any streets and roadways that may exist in the remaining part of the Additional Tract to provide ingress and egress to this Section as may be necessary.

It is the purpose and intent of the easements herein granted and reserved to provide free and unrestricted use and access across the roadways and streets of the Tract and the Additional Tract no matter how developed, for the owners of the Tract and the Additional Tract, their guests, invitees and all public and quasi-public vehicles, including but not limited to, police, fire and emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles.

4. Acceptance and Ratification. All present and future owners, mortgagees, tenants and occupants of the Lots shall be subject to and shall comply with the provisions of the Declaration, Articles of Incorporation and By-Laws incorporated by reference into the Declaration, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation, the By-Laws and rules and regulations, as each may be amended and supplemented from time to time are accepted and ratified by each owner, tenant or occupant and all such provisions shall be covenants running with the land and shall be binding on any person having at any time any interest or estate in a Lot or Tract as if such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts, associations or other legal entities that may occupy, use, enjoy, or control a Lot or Lots or any part of the Tract in any manner shall be subject to the Declaration, the Articles of Incorporation, the By-Laws and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

5. Plat of Creekside Woods Section 3. The plat of this Section is incorporated into the Declaration and this First Supplemental Declaration by reference and will be filed in the Office of the Recorder of Marion County, Indiana.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed the day and year first above written.

LAND INNOVATORS COMPANY

By: R. N. Thompson  
R. N. Thompson, General Partner

"DECLARANT"

STATE OF INDIANA  
COUNTY OF MARION

Before me, a Notary Public in and for said County and State, personally appeared R. N. Thompson, General Partner of Land Innovators Company, an Indiana Limited Partnership, who acknowledged the execution of the foregoing "Second Supplemental Declaration of Covenants and Restrictions of the Creekside Woods Property Ownership" on behalf of said Limited Partnership.

Witness my hand and Notarial Seal this 19<sup>th</sup> day of August, 1992.

*Judy K. Kiemeyer*  
Notary Public

My Commission Expires:  
April 8, 1994

Judy Kiemeyer  
Printed  
County of Residence: Marion

APPROVED FOR  
DATE September 7, 1992  
Per [Signature]



This Instrument Prepared by:  
Raymond Good, #7201-49  
Attorney at Law  
SCHNORR, GOOD & SCAHILL  
144 N. Delaware Street  
Indianapolis, IN 46204-2861  
317/264-3636  
#1-Platcovs\creeksid.sup2nd

920120030



LEGAL DESCRIPTION  
CREEKSIDE WOODS SECTION III

A part of the East Half of Section 9, Township 18 North, Range 5 East of the Second Principal Meridian in Marion County, Indiana and described as follows:

Commencing at the East Quarter Corner of said Section 9; thence North 00 degrees 17 minutes 14 seconds East (an assumed bearing) along the East line of the Northeast Quarter of said Section 9 a distance of 511.51 feet;  
thence North 89 degrees 56 minutes 18 seconds West 1337.02 feet to the South-easterly corner of the Plat of Creekside Woods Section II, recorded as Inst. No. 90-127130 in the Office of the Marion County Recorder;  
thence North 00 degrees 11 minutes 22 seconds East along the East side of said Plat of Creekside Woods Section II 646.18 feet to the POINT OF BEGINNING;  
thence North 85 degrees 05 minutes 05 seconds West along the Northerly side of said Plat of Creekside Woods Section II (this and the following 8 calls being along the Northerly side of said Plat of Creekside Woods Section II) a distance of 422.19 feet to a non-tangent curve, from which the radius point bears North 85 degrees 05 minutes 05 seconds West;  
thence Northerly along said curve an arc distance of 74.67 feet to a point from which the radius point bears South 89 degrees 59 minutes 51 seconds West, said curve having a radius of 870.00 feet;  
thence South 89 degrees 59 minutes 51 seconds West 166.39 feet;  
thence North 77 degrees 30 minutes 00 seconds West 75.00 feet;  
thence North 10 degrees 16 minutes 18 seconds East 116.83 feet;  
thence South 78 degrees 19 minutes 39 seconds West 294.83 feet;  
thence South 26 degrees 22 minutes 02 seconds West 85.47 feet;  
thence North 89 degrees 08 minutes 09 seconds West 183.86 feet to a non-tangent curve, from which the radius point bears South 69 degrees 08 minutes 00 seconds East;  
thence Southwesterly along said curve an arc distance of 64.96 feet to a point from which the radius point bears South 68 degrees 24 minutes 29 seconds East, said curve having a radius of 826.00 feet;  
thence North 68 degrees 24 minutes 29 seconds West 200.46 feet to the West line of the East Half of said Section 9;  
thence North 00 degrees 05 minutes 32 seconds East along said West line 641.30 feet;  
thence South 89 degrees 54 minutes 28 seconds East 179.09 feet;  
thence South 77 degrees 42 minutes 51 seconds East 136.61 feet;  
thence South 31 degrees 20 minutes 35 seconds East 181.74 feet;  
thence North 84 degrees 30 minutes 03 seconds East 410.97 feet;  
thence North 82 degrees 13 minutes 41 seconds East 536.39 feet;  
thence South 00 degrees 11 minutes 22 seconds West 606.28 feet to the point of beginning and containing 19.926 acres more or less. Containing 43 lots numbered 85 through 128 inclusive and 176 through 185 inclusive

Subject to all legal easements and Rights of Way of record.

EXHIBIT "A" 920120030

(5)

**THIRD SUPPLEMENTAL DECLARATION OF  
COVENANTS AND RESTRICTIONS OF  
THE CREEKSIDE WOODS PROPERTY OWNERSHIP**

Section 4

THIS SUPPLEMENTAL DECLARATION made this 17 day of MAY, 1994  
by Land Innovators Company, an Indiana Limited Partnership (hereinafter referred to as "Declarant")

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner in fee simple title to certain real estate located in Marion County, Indiana, more particularly described in the attached Exhibit "A", which is incorporated herein by reference (hereinafter respectively referred to as "Creekside Woods Section 4").

B. Declarant has heretofore executed a Declaration of Covenants and Restrictions of Creekside Woods Property Ownership which was recorded in the office of the Recorder of Marion County, Indiana, as Instrument # 89-06320 (the "Declaration"). Creekside Woods Section 1 was originally subjected to the Declaration, however, the Declaration provided that additional real estate could be subjected to the terms and conditions of the Declaration. Creekside Woods Section 2 and 3 was subsequently subjected to this Declaration under the authority therein granted.

C. Creekside Woods Section 4, is part of the Additional Tract described in paragraph 20 of the Declaration. Paragraph 20 of the Declaration provides that all or part of the Additional Tract may be annexed to and become a part of Creekside Woods and incorporated into the Declaration with the owners thereof becoming members of the Creekside Woods Homeowners Association, Inc., in accordance with the provisions of paragraph 20 of the Declaration upon the filing of a Supplemental Declaration by Declarant and the Final Plat of this real estate being incorporated into Creekside Woods. All conditions relating to the annexation of the Exhibit "A" realty to make it subject to the Declaration have been met and Declarant by execution of this Supplemental Declaration hereby incorporate Creekside Woods Section 4 into the Creekside Woods development and the Declaration.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

04/10/94 11:07AM JOHN R. ROBERT, MARION CITY RECORDER C# 13.00 PAGE: 3  
Inst # 1994-0092279

**Declaration.** Declarant hereby expressly declares that Creekside Woods Section 4 shall be held, conveyed and transferred in accordance with the provisions of the Declaration as if such had originally been included in the Declaration and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration as such may be amended from time to time. Creekside Woods Section 4 hereafter, and for all purposes shall be included in the definition of Tract as defined in paragraph 100 of the Declaration.

2. **Description of Creekside Woods Section 4.** Creekside Woods Section 4 consists of 85 Lots numbered 192 through 222 inclusive, together with the Common Area as designated on the plat for this designated Section. The Common Area and the size of the Lots are designed on such plat. The legal description for each Lot in this additional realty shall be as follows:

Lot \_\_\_\_\_ in Creekside Woods Section 4, a subdivision in Marion County, Indiana, as per plat thereof, recorded on \_\_\_\_\_, as Instrument No. \_\_\_\_\_, in the Office of the Recorder of Marion County, Indiana.

Creekside Woods now consists of 223 Lots numbered 1 through 190, plus Lots numbered 192 through 222, inclusive.

3. **Easements.** Regardless of the method of development of any other part of the Additional Tract and whether or not all or any part of the remaining Additional Tract becomes subject to the Declaration, Declarant reserves to itself, its successors and assigns, for the use and benefit of that part of the Additional Tract not becoming subject to the Declaration, the right and easement to enter upon the streets and common area of this Section of Creekside Woods to provide ingress and egress to the Additional Tract.

Declarant hereby grants to the owner in Creekside Woods Section 4, the right and easement to enter upon any streets and roadways that may exist in the remaining part of the Additional Tract to provide ingress and egress to this Section as may be necessary.

It is the purpose and intent of the easements herein granted and reserved to provide free and unrestricted use and access across the roadways and streets of the Tract and the Additional Tract no matter how developed, for the owners of the Tract and the Additional Tract, their guests, invitees and all public and quasi-public vehicles, including but not limited to, police, fire and emergency vehicles, trash and garbage collections, post office vehicles and privately owned delivery vehicles.

4. Acceptance and Ratification. All present and future owners, mortgagees, tenants and occupants of the Lots shall be subject to and shall comply with the provisions of the Declaration, Articles of Incorporation and By-Laws incorporated by reference into the Declaration, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation, the By-Laws and rules and regulations, as each may be amended and supplemented from time to time are accepted and ratified by each owner, tenant or occupant and all such provisions shall be covenants running with the land and shall be binding on any person having at any time any interest or estate in a Lot or Tract as if such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts, associations or other legal entities that may occupy, use, enjoy, or control a Lot or Lots or any part of the Tract in any manner shall be subject to the Declaration, the Articles of Incorporation, the By-Laws and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

5. Plat of Creekside Woods Section 4. The plat of this Section is incorporated into the Declaration and this Third Supplemental Declaration by reference and will be filed in the Office of the Recorder of Marion County, Indiana.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed the day and year first above written.

LAND INNOVATORS COMPANY

By: R. N. Thompson  
R. N. Thompson, General Partner

"DECLARANT"

STATE OF INDIANA

COUNTY OF MARION

Before me, a Notary Public in and for said County and State, personally appeared E. N. Thompson,  
General Partner of Land Innovators Company, an Indiana Limited Partnership, who acknowledged the execution  
of the foregoing "Third Supplemental Declaration of Covenants and Restrictions of the Creekside Woods Property  
Ownership" on behalf of said Limited Partnership.

Witness my hand and Notarial Seal this 10th day of May, 1994.

My Commission Expires:

APRIL 8, 1998

Judy K. Kiemeyer  
Notary Public

Judy Kiemeyer

Printed

County of Residence: Marion

This Instrument Prepared by  
Raymond Good, #7201-40  
Attorney at Law  
SCHNORR, GOOD & SCARILL  
144 N. Delaware Street  
Indianapolis, IN 46204-2661  
817/204-8636  
#1-Platrove\C-W-3rdSup

Exhibit A

LEGAL DESCRIPTION  
CREEKSIDE WOODS SECTION 4

A part of the East Half of Section 9, Township 15 North, Range 5 East of the Second Principal Meridian in Marion County, Indiana and described as follows:

Commencing at the East Quarter Corner of said Section 9;  
thence North 00 degrees 17 minutes 14 seconds East (an assumed bearing) along the East line of the Northeast Quarter of said Section 9 a distance of 511.51 feet;  
thence North 89 degrees 58 minutes 18 seconds West 1337.02 feet to the South-easterly corner of the Plot of Creekside Woods Section II, recorded as Inst. No. 90-127130 in the Office of the Marion County Recorder;  
thence North 00 degrees 11 minutes 22 seconds East along the East side of said Plot of Creekside Woods Section II and also the East side of Creekside Woods Section III, as recorded as Inst. No. 92-120029 in the Office of the Marion County Recorder a distance of 1352.44 feet to the Northeastly corner of said Section III and being the POINT OF BEGINNING;  
thence South 82 degrees 13 minutes 41 seconds West along the Northerly side of said Section III, this and the following four (4) calls being along said Northerly side, a distance of 538.39 feet;  
thence South 84 degrees 30 minutes 03 seconds West 410.97 feet;  
thence North 31 degrees 20 minutes 35 seconds West 161.74 feet;  
thence North 77 degrees 42 minutes 51 seconds West 138.61 feet;  
thence North 89 degrees 54 minutes 28 seconds West 179.09 feet to the Northwest corner of said Section III and being on the West line of the East Half of said Section 9;  
thence North 00 degrees 05 minutes 32 seconds East along said West line 770.86 feet;  
thence North 89 degrees 37 minutes 20 seconds East along said North line 1340.72 feet to the East line of the West Half of said Northeast Quarter;  
thence South 00 degrees 11 minutes 22 seconds West along said East line 817.33 feet to the point of beginning and containing 28.249 acres more or less.

Subject to all legal easements and rights of way of record.

I, the undersigned hereby certify that above description to be true and correct to the best of my knowledge and belief.

WITNESS my hand and Registered Land Surveyor's Seal this 22<sup>nd</sup> day of April, 1994.

*Arthur L. Kaser*  
Arthur L. Kaser  
Registered Land Surveyor No. 80529



CONTRACT PRICE \$ 128,000.00

P.C. Number 1791  
S.S.A. Number 612

AGREEMENT FOR CONSTRUCTION OF SANITARY  
SEWER UNDER PRIVATE CONTRACT

900094292

4003  
Hood

This Agreement made and entered into this 20th day of August 1990 by and between Land Innovators Company  
234 S. Franklin Road Indianapolis, Indiana 46219

OWNER, and R. N. Thompson & Associates  
CONTRACTOR and the City of Indianapolis, Indiana, Department of Public  
Works, CITY;  
WITNESSETH THAT:

WHEREAS, the OWNER has requested permission to construct under Private  
Contract a sanitary sewer described under Paragraph 1 of this Agreement,  
and to connect the sanitary sewer to the CITY'S Sewer System, all work to  
be done at the OWNER'S expense, and

WHEREAS, the OWNER has designated R. N. Thompson & Associates  
as CONTRACTOR to construct and install such sanitary sewer, and

WHEREAS, the CITY is willing to grant its permission for the  
construction and connection of the sanitary sewer by the CONTRACTOR and at  
the OWNERS'S expense upon the terms and conditions hereinafter set forth:

THEREFORE, it is agreed between the parties as follows:

1. Upon payment of a connection charge in the sum of \$14,806.04  
by the OWNER to the CITY, the receipt of which is hereby acknowledged, the  
OWNER and the CONTRACTOR are authorized to construct at the OWNER'S sole  
expense a sanitary sewer located and more particularly described as  
follows, to wit: CREEKSIDE WOODS SECTION II  
and to connect the sanitary sewer to the CITY'S sewer system at  
CREEKSIDE WOODS SECTION I, pursuant to a separate  
Sewer Service Agreement.

2. Such construction and connection shall be made in strict  
accordance with the plans therefor as approved by the CITY under date  
of April 27, 1990, the standard specifications of the CITY  
pertaining to sanitary sewer construction on file in the office of the  
Department of Public Works, Section 27 of the Code of the City of  
Indianapolis and Marion County and all other applicable laws, rules and  
regulations. Said plans, specifications, code and all other applicable  
laws, rules and regulations are made a part of this Agreement by  
reference. Such construction and connection shall be subject at all times  
to the inspection, approval, and acceptance of the CITY.

3. All excavations over which pavement, curbs, or walks are to be  
built or replaced within six (6) months after the back filling thereof,  
shall be back filled with granular material as directed by the Department  
of Transportation of the CITY, or other proper governmental authority.

4. It is understood by the parties that this sewer, and the  
connection thereto, shall be used only for and as a sanitary sewer. No  
storm water, runoff water, downspouts, footing drains (perimeter drains)  
or sub-soil drainage shall be connected to this sanitary sewer. Any  
diverting necessary in connection with the construction of this sewer  
shall be done in accordance with Section 27 of the Code of Indianapolis  
and Marion County, the standard specifications of the CITY and all other  
applicable laws, rules and regulations.

RECEIVED FOR RECORD  
90 SEP 11 AM 9:56  
MARGARET BURGER

5. Should annexation proceedings to the CITY be instituted at any time in the future by the proper governmental authority or by persons living in the area requesting annexation of the real estate serviced by this construction, the OWNER covenants and agrees for himself, his legal representatives, heirs, devisees, grantees, successors or assigns that no objection to such annexation shall be made, that no remonstrance shall be filed, nor any appeal from any judgment approving such annexation taken.

6. The CONTRACTOR agrees to pursue the construction of the sanitary sewer without delay to final completion.

7. No liability of any kind for any part of the sanitary sewer prior to its acceptance by the CITY, shall attach to the CITY. The OWNER and CONTRACTOR shall indemnify and hold the CITY harmless against all claims, demands, actions, causes of action, loss and expense of every nature and kind (including attorney's fees) at any time asserted against the CITY, for or on account of any person, arising out of, or in any way connected with, the location, installation and construction of the sanitary sewer, prior to its acceptance by the CITY. This indemnity shall not be limited by reason of the enumeration of any insurance coverage required herein. Prior to the commencement of the construction authorized by this agreement, the CONTRACTOR shall furnish to the CITY evidence of a public liability insurance policy in the minimum amount of One Hundred Thousand dollars (\$100,000), each occurrence, Three Hundred Thousand dollars (\$300,000), each aggregate for bodily injury limits, and Fifty Thousand dollars (\$50,000), each occurrence, One Hundred Thousand dollars (\$100,000), each aggregate for property damage limits.

8. CONTRACTOR further agrees that prior to the commencement of construction, the CONTRACTOR will furnish a suitable irrevocable letter of credit or guarantee construction bond made payable to the City of Indianapolis, Department of Public Works and to the County of Marion with good and sufficient surety thereon, conditioned on the performance by CONTRACTOR of the obligations set forth under this Agreement. In lieu of the bond or letter of credit, CONTRACTOR may pay the sum of \$960,000 to the Department of Public Works as a nonrefundable performance security.

9. The OWNER and/or CONTRACTOR shall also, in the event any part of the sanitary sewer is to be constructed across, over, on, through or under any public highway or right-of-way, furnish the CITY suitable evidence of authority so to do, in a form acceptable to the CITY, procured from the proper governmental agency having jurisdiction and control over such public right-of-way. All necessary easements and related instruments pertaining to privately owned property shall also be in a form acceptable to the CITY.

10. The parties agree that inspection of the sanitary sewer construction shall be handled in the following manner:

a) The CITY shall provide Contract Inspection Services during the construction of the sanitary sewer to determine whether the sewer is constructed in accordance with approved plans and specifications and Section 27 of the Code of the City of Indianapolis and Marion County.

b) Such Inspection Services shall not include construction engineering or construction stake out. The OWNER or his designated representative shall be solely responsible for the performance of construction engineering and stake out and all construction work.

c) The OWNER and/or CONTRACTOR shall notify the assigned Inspector at least 72 hours in advance of the commencement of each of the following construction phases:

- a) Installation of sanitary sewers and manholes;
- b) Backfilling of sanitary sewers; and
- c) Testing of sanitary sewers.

500091892



d) Persons working on or having control of the construction of the sanitary sewer shall cooperate fully with the Inspector and shall have available on site a copy of the approved plans and specifications used to obtain the construction permit.

e) The OWNER shall reimburse the CITY for the cost of the Inspection Services as follows: \$ 40.00 per hour of actual time spent on the project by the assigned Inspector performing the Inspection Services.

f) The OWNER shall submit with this Agreement a check in the amount of \$ 10,440.00 which amount is approximately seventy-five (75%) of the total estimated cost of the Inspection Services, based on the following: estimated time of completion of 58 Days the hourly rate set forth above and an average of thirty (30) hours per week per construction crew per project of Inspection Services on each of the phases of construction set forth above. The OWNER acknowledges that this amount is based on a preconstruction estimate only and that the actual inspection time will vary from project to project and may exceed this estimate.

g) The OWNER must submit the balance of the total actual cost of the Inspection Services to the CITY prior to acceptance of the sanitary sewer by the CITY.

h) Failure to follow the requirements of this Section 10 may result in the CITY not accepting the sanitary sewer and denying a building sewer connection permit.

11. Upon completion of the proposed sanitary sewer a set of "as-built" tracings including all house connection measurements shall be prepared by the OWNER and filed with the CITY, before such sewer will be accepted into the CITY'S Sewer System.

12. Upon completion, but before acceptance by the City, the CONTRACTOR shall furnish a completion affidavit in a form prescribed by the CITY, and the CONTRACTOR or OWNER shall also furnish a suitable irrevocable letter of credit or guarantee maintenance bond made payable to the City of Indianapolis, Department of Public Works and to the County of Marion with good and sufficient surety thereon and acceptable to the City in an amount not to exceed 20% of the total contract price for said improvement. The letter of credit or bond shall be in the form required by the CITY and shall guarantee material and construction for a period of three years from the date of final acceptance.

13. Upon completion and acceptance by the CITY, the sanitary sewer shall become a part of the public sanitary sewer system of the Sanitary District of the CITY with title vested in the CITY and shall be thereafter under full control, authority and jurisdiction of the CITY, to the same extent and in the same manner as though the sewer has been originally constructed by the CITY under a Public Improvement Contract.

IN WITNESS WHEREOF, the parties acting by and through their authorized representatives have executed this instrument on the day and year first above written.

CONTRACTOR

OWNER

R. P. Thompson & Associates  
NAME OF CONTRACTING COMPANY

Land Innovators Co.  
NAME OF CORP. (IF APPLICABLE)

RN  
SIGNATURE (OF OFFICER)

RN  
SIGNATURE (OF OFFICER)

R. N. Thompson, President  
PRINTED NAME & TITLE

R. N. Thompson, General Partner  
PRINTED NAME & TITLE

STATE OF INDIANA )  
                  ) SS:  
COUNTY OF MARION )  
BEFORE ME, the undersigned, a Notary Public in and for said  
County and State, personally appeared R. N. Thompson

CONTRACTOR, and acknowledged the execution of the foregoing  
Private Contract Agreement to be his free and voluntary act  
and deed.

WITNESS my hand and Notarial Seal this 20th day of  
August, 1990.

April 8, 1994  
COMMISSION EXPIRATION DATE

Judy K. Kiemeyer  
NOTARY SIGNATURE

Marion  
COUNTY OF RESIDENCE

Judy K. Kiemeyer  
PRINTED NAME



STATE OF INDIANA )  
                  ) SS:  
COUNTY OF MARION )  
BEFORE ME, the undersigned, a Notary Public in and for said  
County and State, personally appeared R. N. Thompson

OWNER, who acknowledged the execution of the foregoing Private  
Contract Agreement to be his free voluntary act and deed.

WITNESS my hand and Notarial Seal this 20th day of  
August, 1990.

April 8, 1994  
COMMISSION EXPIRATION DATE

Judy K. Kiemeyer  
NOTARY PUBLIC SIGNATURE

Marion  
COUNTY OF RESIDENCE

Judy K. Kiemeyer  
PRINTED NAME



APPROVED AS TO FORM:

M. Sue Michael  
M. SUE MICHAEL  
ATTORNEY, DEPT. PUBLIC WORKS

RECOMMENDED FOR APPROVAL:  
Richard M. Laffey  
RICHARD M. LAFFEY  
ENGINEER, DEPT. PUBLIC WORKS  
8/13/90

CITY OF INDIANAPOLIS  
Patrick L. Stevens  
PATRICK L. STEVENS  
DIRECTOR, DEPT. PUBLIC WORKS

STATE OF INDIANA )  
COUNTY OF MARION ) ES:

BEFORE ME, the undersigned, a Notary Public, in and for said  
County and State, personally appeared Patrick L. Stevens, CITY  
who acknowledged the execution of the foregoing Private Contract  
Agreement.

WITNESS my hand and Notarial Seal this 10 day of  
September, 1990.

July 13, 1991  
COMMISSION EXPIRATION DATE  
Marion  
COUNTY OF RESIDENCE

Linda C. Jackson  
NOTARY PUBLIC SIGNATURE  
Linda C. Jackson  
PRINTED NAME

This instrument prepared by: R.N. Thompson & Associates

Revised 8/87

900091292

SEWER SERVICE AGREEMENT - SSA # 6135  
(RC # 1297)

THIS AGREEMENT was made and entered into this 20th day of August 1990, by and between Land Innovators Co.

("OWNERS"), and the City of Indianapolis, Department of Public Works ("CITY"),

900094293

WITNESSETH

WHEREAS, the OWNERS have filed a written petition requesting permission to connect to the City's public sanitary sewer in CREEKSTON WOODS SECTION 1 for the purpose of discharging sanitary sewage; and

WHEREAS, after due consideration of this petition the CITY is willing to permit a connection to the public sewer system to serve the OWNERS provided that the OWNERS agree to pay a charge for the privilege of connecting and provided further that the OWNERS agree to certain terms and conditions pertaining to such sewer service.

THEREFORE, in consideration of the promises and covenants herein set forth, it is mutually agreed as follows:

1. The OWNERS may construct, maintain, operate and use a sanitary sewer connecting the real estate, described in Exhibit "A" attached hereto and hereby incorporated into this document by reference, to and with the City's public sanitary sewer system, as shown in Exhibit "B", attached hereto and hereby incorporated into this document by reference.

2. The OWNERS agree to construct and maintain the sewer subject to the following conditions:

a. The Engineer of the CITY shall have the right to supervise and direct the construction in accordance with the standard specifications of the CITY. Any public street or highway shall be opened by a plumber or sewer excavator licensed by the City, and all work shall be performed subject to all the rules and regulations of the CITY governing this type of work and all other applicable laws, rules and regulations.

b. Any sewer laterals shall become the responsibility of the landowner whose property they benefit, with all rights and responsibilities associated therewith.

c. The OWNERS shall thoroughly refill, compact and maintain all trenches in a condition satisfactory to the CITY'S Engineer and to any other affected agency of the CITY and shall immediately repair and maintain any sidewalk, curb, or pavement damaged by the excavation, installation, construction, maintenance and use of said sewer.

3. It is expressly understood by the parties that this sewer, and any connection thereto, shall be used for and as a sanitary sewer. No storm water, run-off water, downspouts, footing drains (perimeter drains) or sub-soil drains shall be connected thereto.

4. The OWNER(S) shall not extend the use of this sewer service beyond the area specified in Exhibit "A" without first obtaining an additional Sewer Service Agreement covering said extension.

5. It shall be understood by the parties that such permission is granted as a special privilege. If at any time the CITY shall construct any sewer local or district, which are designed to serve an area in which the described real estate is included, the OWNERS of said real estate or successor(s) in interest shall pay all assessments which may be levied and assessed against said real estate for the

construction of any such sewer(s) and the OWNERS shall not attempt to avoid payment of such assessments on the ground that such sewer(s) will not benefit said real estate by reason of the existence of the sewers herein permitted to be connected to said CITY'S sewer system.

6. The OWNERS agree to indemnify and hold the CITY harmless from any and all loss, damage, expense, (including attorney's fees), claims, demands, actions or causes of action arising from the construction, maintenance or operation of said connection or sewer line or occasioned by or in any way growing out of the OWNERS availing themselves of the permit herein granted whether such loss shall be suffered directly by the CITY or through its liability to third persons, by reason of injuries to persons or damage to property.

7. In the event such sewer line is lawfully disconnected by the CITY, the OWNERS hereby release and forever discharge the CITY from any loss they may sustain, or claim to sustain by reason of sewer service being discontinued.

8. This Agreement shall run with the real estate described above and shall be binding upon the OWNERS, their personal representatives, heirs, devisees, grantees, successors, and assigns so long as the sewer or any part of it shall be used by them. At such time as it shall cease to be so used, this Agreement shall immediately cease and terminate and this instrument shall be of no further force and effect.

9. The OWNERS agree to pay the sum of \$14,806.04 the receipt of which is hereby acknowledged, being a fee fixed by the CITY and paid by the OWNERS for the privilege of connecting the above described property to the CITY'S sewer system.

IN WITNESS WHEREOF, the parties acting by and through their duly authorized representatives, have executed this instrument on the day and year above written.

OWNERS

Land Innovators  
(COMPANY NAME IF APPLICABLE)

X R. N. Thompson  
SIGNATURE (OF OFFICER)

R. N. Thompson, President  
PRINTED NAME AND TITLE

STATE OF INDIANA ) SS:  
COUNTY OF MARION )

\_\_\_\_\_  
(SECOND SIGNATURE)

\_\_\_\_\_  
PRINTED NAME AND TITLE

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared R. N. Thompson

OWNERS who acknowledged the execution of the foregoing Sewer Service Agreement to be their free and voluntary act and deed.

WITNESS my hand and Notarial Seal this 20th day of August, 1999.

April 8, 1994  
COMMISSION EXPIRATION DATE

Marion  
COUNTY OF RESIDENCE

Judy K. Kismeyer  
SIGNATURE

Judy K. Kismeyer  
PRINTED NAME



900091293

RECOMMENDED FOR APPROVAL:

Richard M. Laffey  
RICHARD M. LAFFEY  
ENGINEER, DEPT. PUBLIC WORKS  
8/15/90.

APPROVED AS TO FORM:

H. Sue Michael  
H. SUE MICHAEL  
ASSISTANT CORPORATION COUNSEL

CITY OF INDIANAPOLIS, INDIANA

P. L. Stevens  
PATRICK L. STEVENS  
DIRECTOR, DEPT. PUBLIC WORKS

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, personally appeared Patrick L. Stevens, CITY who acknowledged the execution of the foregoing Sewer Service Agreement to be his free and voluntary act and deed.

WITNESS my hand and Notarial Seal this 10 day of

September, 1990.

July 12, 1991  
COMMISSION EXPIRATION DATE  
Marion  
COUNTY OF RESIDENCE

Linda C. Jackson  
NOTARY PUBLIC SIGNATURE  
Linda C. Jackson  
PRINTED NAME

This instrument prepared by: R.N. Thompson & Associates

Revised 7/87

900091293

Legal Description  
"CREEKSIDE WOODS SECTION II"

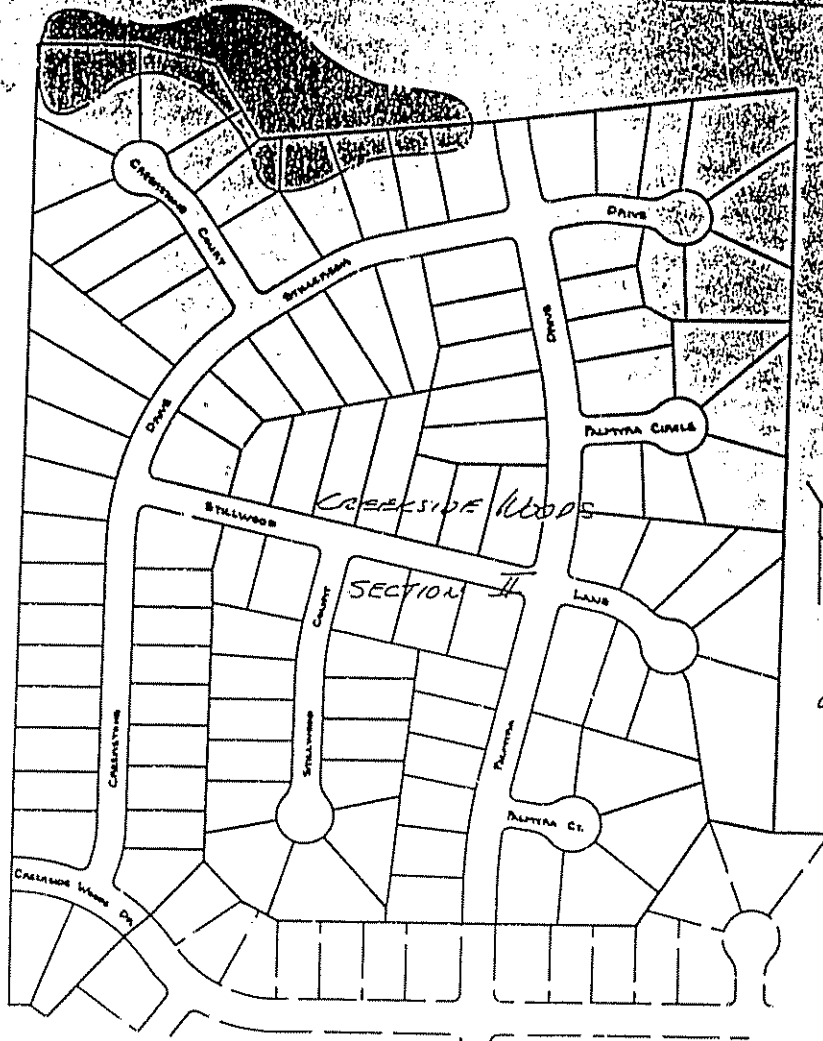
A part of the East Half of Section 9, Township 15 North, Range 5 East  
of the Second Principal Meridian in Marion County, Indiana and being more  
particularly described as follows:

Commencing at the East Quarter Corner of said Section 9;  
thence North 00 degrees 17 minutes 14 seconds East along the East Line of  
the Northeast Quarter of said Section 9 a distance of 511.51 feet;  
thence North 29 degrees 55 minutes 19 seconds West along the North Line of  
Creekside Woods Section I as recorded in the Office of the Marion County  
Recorder as instrument number 69-79160, a distance of 1337.02 feet to the Point  
of Beginning;  
thence North 79 degrees 07 minutes 04 seconds West (the next 10 calls being  
along the North Line of said Creekside Woods Section I) 114.97 feet;  
thence South 32 degrees 35 minutes 42 seconds West 227.55 feet;  
thence South 90 degrees 00 minutes 00 seconds West 625.27 feet;  
thence North 63 degrees 30 minutes 00 seconds West 73.25 feet;  
thence North 44 degrees 24 minutes 30 seconds West 95.91 feet;  
thence South 43 degrees 47 minutes 47 seconds West 133.54 feet;  
thence South 49 degrees 21 minutes 01 seconds West 60.34 feet;  
thence South 42 degrees 40 minutes 32 seconds West 198.51 feet;  
thence North 53 degrees 15 minutes 20 seconds West 35.36 feet;  
thence North 59 degrees 54 minutes 26 seconds West 35.46 feet to the West Line  
of said East Half of Section 9;  
thence North 00 degrees 05 minutes 32 seconds East along said West Line a  
distance of 1734.32 feet;  
thence South 59 degrees 54 minutes 26 seconds East 179.69 feet;  
thence South 77 degrees 42 minutes 51 seconds East 136.01 feet;  
thence South 31 degrees 20 minutes 35 seconds East 161.74 feet;  
thence North 54 degrees 30 minutes 03 seconds East 410.97 feet;  
thence North 82 degrees 13 minutes 41 seconds East 536.39 feet;  
thence South 00 degrees 11 minutes 22 seconds West 1352.44 feet to the Point  
of Beginning and containing 45.32 acres more or less

Subject to all legal easements and Rights of way of record

EXHIBIT "A" - 55-2-4 615:  
(PC # 1757)

300031293



**EXHIBIT " B "**

SHOWING THE PROPOSED SEWER  
SERVICE AS DESCRIBED IN AGREEMENT

DEPARTMENT OF PUBLIC WORKS

BARBARA GOLE  
Director

SSA No 6-1357

DATE March 27, 1966

TOWNSHIP 1 1/2 N 10 W

900091293



19-2-100

# 100  
30510  
2/21/79

890033001

NOTE: Article VI, Section 3(f) of the rules of the Metropolitan Development Commission requires use of this form in recording commitments made with respect to zoning and approval cases in accordance with I.C. 36-7-4-607. Resolution No. 85-R-69, 1985 of the Metropolitan Development Commission requires the owner to make Commitment #1.

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

In accordance with I.C. 36-7-4-607, the owner of the real estate located in Marion County, Indiana, which is described below, makes the following COMMITMENTS concerning the use and development of that parcel of real estate:

RECEIVED FOR RECORD  
MAR 11 PM 2:18  
MARION COUNTY RECORDER

Legal Description:

(See legal attached hereto as Exhibit "A")

Statement of COMMITMENTS:

- The owner agrees to abide by the Open Occupancy and Equal Employment Opportunity Commitments required by Metropolitan Development Commission Resolution No. 85-R-69, 1985, which commitments are attached hereto and incorporated herein by reference as Attachment "A".
- A tree inventory and preservation plan shall be submitted for Administrative Approval prior to the commencement of any site work or the issuance of any permits.
- The minimum liveable floor area for a one-story building (exclusive of open porches & garages) shall be 1,200 square feet.
- The minimum lot width at the setback line for all lots shall be 75 feet with the variable in width at the setback and lot area permitted under the Marion County Subdivision Control Ordinance to remain applicable.
- One hundred feet of right-of-way, measured from the center line of the existing German Church Road, shall be dedicated in fee simple, to the Department of Transportation as part of the platting process.
- Final plans shall include a mounding and landscape treatment with masonry walls along those lots with side or rear yards bordering German Church Road. Existing vegetation will be preserved and utilized in these special treatment areas. Final landscape plans will be subject to Administrative Approval.

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

FILED  
MAR 21 1989  
METRO DEVELOPMENT



Witness my hand and Notarial Seal this 22 day of March,  
1989.

My Commission Expires:

2/5/1993

Raymond Good  
Notary Public (Signature)  
Raymond Good  
Notary Public (Printed)

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana and a resident  
of Marion County, Indiana, personally appeared R. N. Thompson, General Partner of  
Land Innovators Co., an Indiana Limited Partnership, who acknowledged execution  
of the foregoing Commitments for and on behalf of said corporation.

Witness my hand and Notarial Seal this 22 day of March,  
1989.

My Commission Expires:

2/5/1993

Raymond Good  
Notary Public (Signature)  
Raymond Good  
Notary Public (Printed)

- 3 -

This instrument prepared by: Raymond Good, Attorney at Law

830033001

ATTACHMENT "A"

OPEN OCCUPANCY AND EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

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

EXEMPT PERSONS AND EXEMPT ACTIVITIES

An exempt person shall mean the following:

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

An exempt activity with respect only to commitment (a) shall mean the renting of rooms in a boarding house or rooming house or single-family residential unit; provided, however, the owner of the building unit actually maintains and occupies a unit or room in the building as his residence, and, at the time of the rental, the owner intends to continue to so occupy the unit or room therein for an indefinite period subsequent to the rental.

890033001

5271/18

*Amended legal  
582 280  
88 CV 42*

*Re: 502 Berman Church Ct.*

GRASSY CREEK  
D-2 Zoning Description

Part of the Southeast Quarter and part of the Northeast Quarter of Section 9, Township 15 North, Range 5 East of the Second Principal Meridian, Warren Township, Marion County, Indiana and described as follows:

Beginning at the Northeast corner of said Southeast Quarter, said point also being the Southeast corner of said Northeast Quarter; thence North 89 degrees 58 minutes 19 seconds West along the North line of said Southeast Quarter 600.00 feet; thence South 30 degrees 58 minutes 21 seconds West 777.26 feet to the South line of the North half of the North half of said Southeast Quarter; thence South 89 degrees 59 minutes 28 seconds West along said South line 673.37 feet; thence North 00 degrees 05 minutes 32 seconds East 299.36 feet; thence North 89 degrees 58 minutes 19 seconds West 400.00 feet; thence North 00 degrees 05 minutes 32 seconds East 200.00 feet; thence North 89 degrees 58 minutes 19 seconds West 600.00 feet to the West line of said Southeast Quarter; thence North 00 degrees 05 minutes 32 seconds East along said West line 167.71 feet to the Northwest corner of said Southeast Quarter, also being the Southwest corner of said Northeast Quarter; thence North 00 degrees 05 minutes 32 seconds East along the West line of said Northeast Quarter 2689.45 feet to the Northwest corner of said Northeast Quarter; thence North 89 degrees 37 minutes 20 seconds East along the North line of said Northeast Quarter 1340.72 feet to the Northeast corner of the West half of said Northeast Quarter; thence South 00 degrees 11 minutes 22 seconds West 2169.77 feet; thence South 89 degrees 58 minutes 19 seconds East parallel with the South line of said Northeast Quarter 1337.02 feet to the East line of said Northeast Quarter; thence South 00 degrees 17 minutes 14 seconds West along said East line 511.51 feet to the point of beginning and containing 117.253 acres more or less.

FILED  
DEC 21 1988  
DEPT. METRO DEVELOPMENT

EXHIBIT "A"

890033001

88-283

890033004

#30/100  
3/2/85

NOTE: Article VI, Section 3(b) of the rules of the Metropolitan Development Commission requires use of this form in recording commitments made with respect to zoning and approval cases in accordance with I.C. 36-7-4-607. Resolution No. 85-R-69, 1985 of the Metropolitan Development Commission requires the owner to make Commitment #1.

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

In accordance with I.C. 36-7-4-607, the owner of the real estate located in Marion County, Indiana, which is described below, makes the following COMMITMENTS concerning the use and development of that parcel of real estate:

Legal Description:

(See legal attached as Exhibit "A")

RECEIVED FOR RECORD  
89 APR 11 PM 2:18  
MARION COUNTY RECORDER

Statement of COMMITMENTS:

1. The owner agrees to abide by the Open Occupancy and Equal Employment Opportunity Commitments required by Metropolitan Development Commission Resolution No. 85-R-69, 1985, which commitments are attached hereto and incorporated herein by reference as Attachment "A".
  2. A tree inventory and preservation plan shall be submitted for Administrative Approval prior to the commencement of any site work or the issuance of any permits.
  3. The minimum liveable floor area for a one-story building (exclusive of open porches & garages) shall be 1,600 square feet.
  4. One hundred feet of right-of-way, measured from the center line of the existing German Church Road, shall be dedicated in fee simple, to the Department of Transportation as part of the platting process.
  5. All homes on lots 161 through 173, as depicted on the preliminary plan, shall be oriented, to face German Church Road.
  6. The petitioner shall construct two "eyebrow roads", paralleling German Church Road within the aforesaid 100 foot right of way to serve lots 161 through 173, 16 feet in width with composition and curbs to be according to Department of Transportation standards to be dedicated and accepted by said Department for maintenance purposes according to the provisions of the Marion County Subdivision Ordinance.
  7. Final Plans shall include a mounding and landscape treatment with masonry walls along those lots with side or rear yards bordering German Church Road. Existing vegetation will be preserved and utilized in these special treatment areas. Final landscape plans will be subject to Administrative Approval.  
(See ls below)
- These COMMITMENTS shall be binding on the owner, subsequent owners of the real estate and other persons acquiring an interest therein, provided that Commitment #1 (Open Occupancy and Equal Opportunity Commitments) shall not be binding on an owner, subsequent owners or other persons acquiring an interest therein if such persons are exempt persons or are engaged in an exempt activity as defined on Attachment "A", which is attached hereto and incorporated herein by reference. These COMMITMENTS may be modified or terminated by a decision of the Metropolitan Development Commission made at a public hearing after proper notice has been given.
8. The variable setback width at the setback and lot size permitted under the Marion County Subdivision Control Ordinance remain applicable.

COMMITMENTS contained in this instrument shall be effective upon:

(a) the adoption of rezoning petition # 88-283  
by the City-County Council changing the zoning  
classification of the real estate from A2, D3, D611 & C4  
zoning classification to a D2 zoning  
classification; or

XX  
XX

and shall continue in effect for as long as the above-described  
Parcel of real estate remains zoned to the D2 zoning  
classification or until such other time as may be specified herein.

These COMMITMENTS may be enforced jointly or severally by:

1. The Metropolitan Development Commission;
2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six-hundred-sixty (660) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for the rezoning or approval. Owners of real estate entirely located outside Marion County are not included, however. The identity of owners shall be determined from the records in the offices of the various Township Assessors of Marion County which list the current owners of record. (This paragraph defines the category of persons entitled to receive personal notice of the rezoning or approval under the rules in force at the time the commitment was made);
3. Any person who is aggrieved by a violation of either of the Commitments contained in Commitment #1 (Open Occupancy and Equal Employment Opportunity Commitments); and
4. Southeast Civic Association of Warren Township  
Warren Township Dev. Assn., Inc.

The undersigned hereby authorizes the Division of Development Services of the Department of Metropolitan Development to record this Commitment in the office of the Recorder of Marion County, Indiana, upon final approval of petition # 88-283.

IN WITNESS WHEREOF, owner has executed this instrument this 24 day of March, 1988.

LAND INNOVATORS, CO.,  
an Indiana Limited Partnership

By: R. H. Thompson  
R. H. Thompson, General Partner

Signature: [Signature]  
Printed Ray B. Smith

Signature: [Signature]  
Printed Ralph B. Smith

Signature: [Signature]  
Printed Cora L. Graham

890033-04

890033004

STATE OF INDIANA )  
                  ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana and a resident of Marion County, Indiana, personally appeared R. N. Thompson, General Partner of Land Innovators Co., an Indiana Limited Partnership, who acknowledged execution of the foregoing Commitments for and on behalf of said corporation.

Witness my hand and Notarial Seal this 21 day of March, 1989.

My Commission Expires:

2/5/1993

Raymond Good  
Notary Public (Signature)  
Raymond Good  
Notary Public (Printed)  
County of Marion

STATE OF INDIANA )  
                  )  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State personally appeared Ralph B. Smith and Ray B. Smith, who acknowledged the execution of the foregoing Commitments.

Witness my hand and Notary Seal this 16 day of March, 1989.

My Commission Expires:

2/26/1992

Carol Sue Ferson  
Notary Public  
CAROL SUE FERSON  
(Printed)  
County of Residence: Hancock

STATE OF CALIFORNIA )  
                  )  
COUNTY OF SAN DIEGO )

Before me, a Notary Public in and for said County and State personally appeared Cora L. Graham, who acknowledged the execution of the foregoing Commitments.

Witness my hand and Notary Seal this 24 th day of March, 1989.

My Commission Expires:  
March 27, 1992

Maureen A. Cook  
Notary Public  
Maureen A. Cook  
(Printed)  
County of Residence: San Diego

