

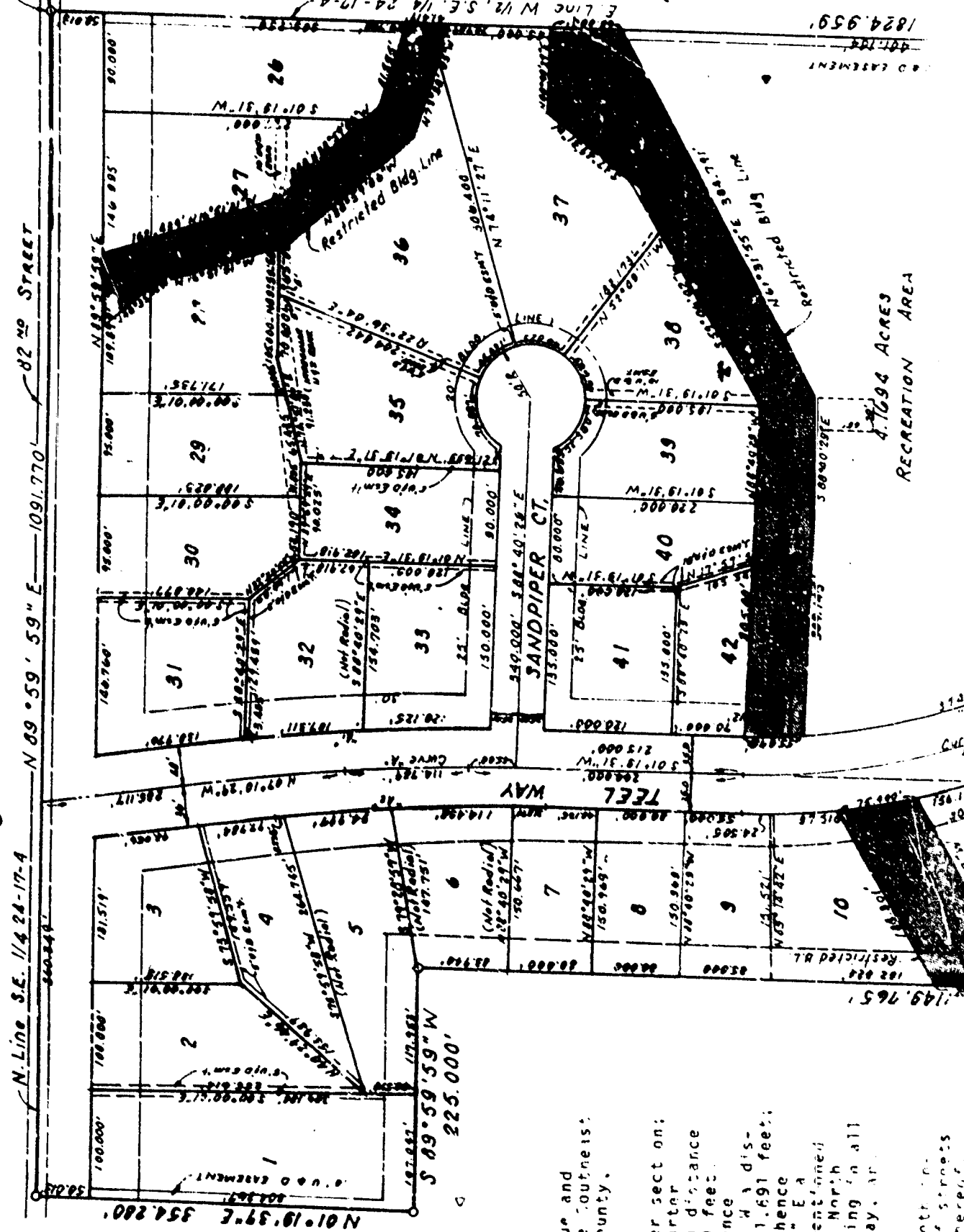
73. 62547

SECTION ONE

"EagleNest Subdivision"

CROSS REFERENCE

N.E. Cor. W 1/2 S.E. 1/4, 24-17-4 Point of Beginning



EAGLENEST ST ADDRESS

LOT NO.	ADDRESS
1	8315
2	832
3*	8339
3*	8172
4	8168
5	8156
6	8144
7	8132
8	8128
9	8116
10	8104
11	8088
12	8076
13	3064
14*	8052
14*	8338
15	8326
16	8314
17	8302
18	8301
19	8313
20	8325
21*	8337
21*	8040
22	8038
23	8026
24*	8014
24*	8314

to be true and
 is of the townships of
 Marion County.

ed quarter section on;
 said quarter
 1'29" W a distance
 of 285.000 feet
 running thence
 18°39'01" W a dis-
 tance of 351.691 feet;
 running thence
 01°19'37" E a
 distance of 111.000 feet
 the said North
 line containing in all
 111.000 feet.

to 57, both in-
 width of streets
 parts thereof.

4.7696 ACRES RECREATION AREA

1824.959'

N 01°19'39" E 354.280'

N. Line S.E. 1/4 24-17-4
 N 89°59'59" W
 225.000'

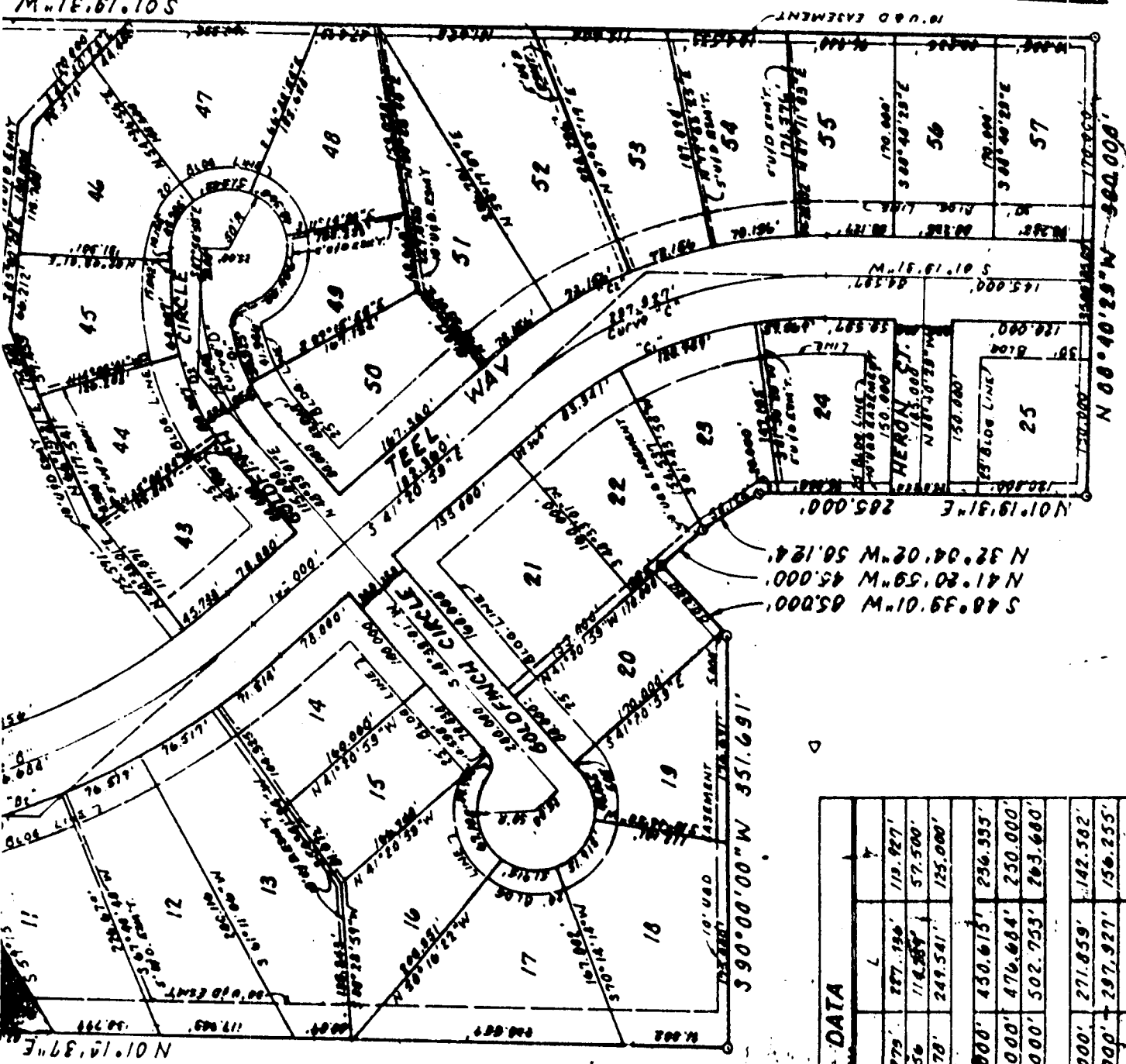
82nd STREET
 1091.770' E

N 89°59'59" E
 146.885'

N.E. Cor. W 1/2
 S.E. 1/4, 24-17-4
 Point of Beginning



Stations Eagle
 10' in
 of Marlon
 10' on all



CURVE DATA			
Δ	R	L	T
20°00'	1533.079'	227.136'	119.227'
30°00'	773.756'	112.884'	57.500'
50°00'	422.070'	249.541'	125.000'
40°30'	603.800'	450.615'	296.995'
40°30'	640.000'	476.604'	250.000'
40°30'	675.000'	502.753'	203.680'
40°30'	345.000'	271.859'	142.562'
40°30'	400.000'	297.927'	156.255'
40°30'	435.000'	323.996'	169.827'
30°00'	175.000'	132.863'	69.818'
30°00'	200.000'	151.843'	79.792'
30°00'	225.000'	170.824'	89.766'

NOTE: Property Line At All Street Intersections
 Are Rounded Off By 15' Radii. However,
 The Dimensions Shown Are To The "P. Top"

SECTION TWO

- 8437
 - 8425
 - 8413
 - 8401
 - 8169
 - 8157
 - 8145
 - 8406
 - 8418
 - 8422
 - 8434
 - 8435
 - 8423
 - 8419
 - 8407
 - 8401
 - 8129
 - 8117
 - 8053
 - 8404
 - 8416
 - 8428
 - 8430
 - 8439
 - 8427
 - 8415
 - 8403
 - 8045
 - 8038
 - 8031
 - 8027
 - 8021
 - 8015
 - 8007
 - 8003
- Teelway
 Sandpiper Court
 Teelway
 Goldfinch Circle
 Teelway
 Teelway

Street addresses dependent upon which street residence faces.

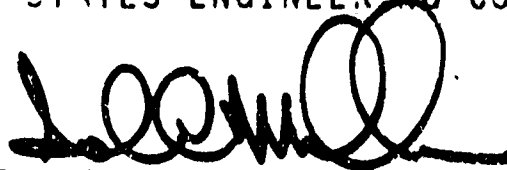
FINAL APPROVAL
 PLAT COMMITTEE
 PLANNING & ZONING
 MARION COUNTY, INDIANA

APR 26 1972

PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN PUBLISHED

Secretary, Plat Committee

NOT UNLESS RECORDED
 JUNE 13 1975



Sol C. Miller
Reg. Land Surveyor No. 9788 - in



NOV 19 1973

Declaration of Restrictions Eagle Nest Property Owner's Association, Inc. As recorded in Instrument # 73-62364 in the office of the Recorder of Marion County, Indiana.

Shaded portions as shown, depict the Restricted Areas. For details, make reference to the Restricted Covenant filed for record with this plat.

1973
COUNTY
RAFTSMAN

Covenants Run With Land: The declaration of Restrictions Eagle Nest Property Owner's Association, Inc., as recorded in Instrument # 73-62364 in the office of the Recorder of Marion County, Indiana, are to run with the land are binding on all parties and persons claiming under them.

CURVE		
Curve	Δ	R
A ₁	00°30'00"	1533.075
A	00°30'00"	773.756
A ₂	00°30'00"	7682.070
B ₁	42°40'30"	605.801
B	42°40'30"	640.00
B ₂	42°40'30"	675.00

I, a Notary Public in and for said County, appeared the above and acknowledged the same as their voluntary act and deed thereto.

I seal this 5th day of September

Chris [Signature]
Notary Public

CLASS REFERENCE

74. 42505

2.70
CLASS REFERENCE

civil engineers and surveyors

mid-states engineering co., inc.

Suite 703, LaRosa Building 107 North Pennsylvania Street Indianapolis, Indiana 46204 • Telephone (317) 634-6235

M. N. Franklin, P.E., L.S.
Sol C. Miller, P.E., L.S.
Rex C. Early

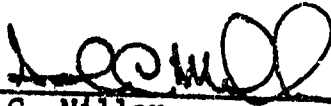
SURVEYOR'S CERTIFICATE OF CORRECTION

I, the undersigned, do hereby certify that I am the Registered Land Surveyor who prepared the Plat of EagleNest Subdivision, Section One, said Plat being recorded in the Office of the Recorder of Marion County, Indiana, by instrument No. 73-62847.

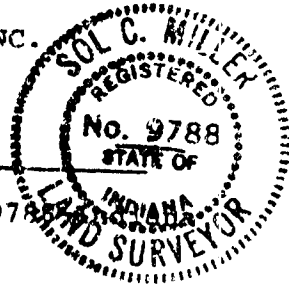
I further certify that the Plat was recorded showing incorrect lot line dimensions for Lots Nos. 11 and 14. Lot No. 11, the Northeast arc distance reads 156.170 feet, and should be corrected to read 156.547 feet. Lot No. 14, the Northeast arc distance reads 71.514 feet, and should be corrected to read 71.154 feet.

Certified this 10th day of July, 1974

MID-STATES ENGINEERING CO., INC.



Sol C. Miller
Registered Land Surveyor No. 9788



RECEIVED FOR RECORD
Jul 11 8 39 AM '74
FAYE I. MOWERY
RECORDER
OF MARION CO.

This instrument prepared by Sol C. Miller.

74. 42505

73. 62364

15. 50

RECEIVED FOR RECORD

SEP 26 1 25 PM '73

FAYE J. MERRY
RECORDER
OF MARION CO.

DECLARATION OF RESTRICTIONS
EAGLE NEST PROPERTY OWNERS' ASSOCIATION, INC.

THIS DECLARATION, made this 21st day of September, 1973, by The Shorewood Corporation, an Indiana corporation (hereinafter referred to as the "Developer"), WITNESSES:

WHEREAS, the Developer is the owner of all of the lands contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands will be subdivided and known as the Eagle Nest Development (hereinafter referred to as the "Development"), and will be more particularly described on the plats of the various sections thereof which will be recorded in the office of the Recorder of Marion County, Indiana; and

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

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

73. 62364

prior to the recording of the plat by the Developer of a particular lot or tract within the Development as shown on Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate; provided, however, that the Developer may not plat and therefore include more than a maximum of 350 residential lots within the lands shown on Exhibit A.

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

A. "Committee" shall mean the Eagle Nest Control Committee, composed of three members appointed by the Developer who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Developer. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove one or more members of the Committee.

B. "Association" shall mean the Eagle Nest Property Owners' Association, Inc., a not-for-profit corporation, the membership and powers of which are more fully described in paragraph 10 of this Declaration.

C. "Lot" shall mean any parcel of residential real estate described by one of the plats of the Development which is recorded in the office of the Recorder of Marion County, Indiana.

D. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing signed, with respect to the Developer or the Association by the President or a Vice President thereof, and with respect to the Committee, by two members thereof.

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

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot platted as a part of the Development, unless it is otherwise designated by the Developer, is a residential lot and shall be used exclusively for single-family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house and

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such outbuildings as are usually accessory to a single-family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded plats shall be used in a manner consistent with the zoning and use designated in the plan filed by the Developer in a rezoning proceeding now pending before the Metropolitan Development Commission of Marion County, Indiana, under Docket No. 73-2-116. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future by applying to the Metropolitan Development Commission and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

B. Residential Use Of Accessory Outbuilding Prohibited. No accessory outbuildings shall be erected on any of the residential lots prior to the erection thereon of a single family dwelling house, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a residential lot under these Restrictions ever be used as a residence or dwelling house or place for human occupancy.

C. Occupancy Or Residential Use Of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, garages, carports, accessory buildings, or basements, or portions thereof, or similar facilities not modeled and decorated for regular and continuous habitation, shall be designated on the recorded plats of the sections within the Development, but shall in no case contain less than 1,500 square feet of living area.

B. Residential Set-Back Requirements.

(1) **Front Set-Backs.** Unless otherwise provided in these Restrictions or on the recorded plats, all dwelling houses and above grade structures shall be constructed or

placed on residential lots in the Development so as to comply with the set-back lines, as established in plats of the various portions of the Development.

(ii) Side Yards. The side yard set-back lines shall not be less than 10 feet from the side line of the lot on one side and 7 feet from the side line of the lot on the other side.

(iii) Rear Yards. The rear set-back line shall be at least 20 feet from the rear lot line.

C. Fences, Mailboxes and Trees - Tree Control Plan. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence or mailbox must be approved by the Committee as to size, location, height and composition before it may be installed. A lot must have at least two trees growing upon it in the front yard by the time the house is completed, and if this requires plantings by the Owner, the Committee must approve the size and location of such trees. Within all areas shown on the plan filed with the Metropolitan Development Commission under Docket No. 73-Z-116 as covered with trees, no tree with a trunk diameter of 4 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee. No substantial tree removal program may be instituted by the Developer without prior consultation with the staff of the Metropolitan Development Commission.

D. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. No house shall have metal prefabricated flues that extend above the highest roof line. All driveways must be paved with asphalt or concrete.

E. Garages Required. All residential dwellings in the Development shall include an enclosed garage which shall be shown in the plans submitted to the Committee pursuant to paragraph 7 of these Restrictions.

F. Heating Plants. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

G. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

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H. Time in Which to Build Structures. The time or times within which the Owners of the residential lots within the Development must construct and complete, ready for habitation, houses on their lots after their purchase of the lot will be designated on the recorded plats of the section within the Development. If a house is not completed upon a lot within the prescribed time, the Developer shall have the option to repurchase such lot for a price, in cash, equal to the Owner's cost basis in the lot, including the cost of improvements up to the time of repurchase. This option shall expire if not exercised prior to the time of completion of the house.

I. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

J. Maintenance of Lots and Improvements. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:

(i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees.

(v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

K. Association's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these Restrictions. The cost therefor to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner

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in which such annual charge may be collected. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Outside Toilets. No outside toilets shall be permitted on any lot in the Development (except during a period of construction, and then only with the consent of the Committee).

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Marion County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers. Copies of all permits, plans and designs relating to the construction of a sanitary sewer service line shall be submitted in duplicate to the Committee at the time of the submission of all other plans or documents required for the obtaining from said Committee of a permit to build.

5. RESTRICTIONS CONCERNING THE EASTERLY LOTS.

No residential lot shall be platted along the east boundary of the Development which does not comply with all requirements of the D-2 classification within the Marion County Dwelling District Zoning Ordinance as presently in force.

6. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be permitted on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the Committee.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No trucks, campers, trailers, boats or similar vehicles shall be parked on any street in the Development. No such vehicle shall be parked in view in the Development for more than a 48-hour period.

E. Garbage and Other Refuse. No Owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his lot

except as may be permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. Model Homes. No Owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot nor shall any overnight camping be permitted on any lot.

I. Ditches and Swales. It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. All Owners, if necessary, shall install dry culverts between the road rights of way and their lots in conformity with specifications and recommendations of the Committee.

J. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, without the approval of the Committee.

L. Sight Distances at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7. EAGLE NEST DEVELOPMENT CONTROL COMMITTEE.

A. Powers of Committee.

(i) Generally. No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1" = 10', or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or reports required under paragraph 3 of these Restrictions. All such plot plans shall be prepared by either a registered land surveyor, engineer or architect.

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

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

(b) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures;

The proposed improvement, or any part thereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of other Owners.

(iii) Power to Grant Variances. The Committee may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in

conformity with the general intent and purposes of these Restrictions, and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development.

B. Duties of Committee. The Committee shall approve or disapprove proposed improvements within 30 days after all required information shall have been submitted to it. One copy of all submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons.

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

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

8. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER.

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

9. OWNERSHIP, USE AND ENJOYMENT OF COMMONS AND RECREATIONAL FACILITIES.

Each commons and recreational facility depicted on the recorded plats of the Development shall remain private, and neither the Developer's execution or recording of the plats nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the commons or recreational facilities. A license upon such terms and conditions as the Developer, and the successors, assigns or licensees of it shall from time to time grant, for the use and enjoyment of the commons and the recreational facilities, is granted to the persons who are from time to time members of the Association. Ownership of the commons and recreational facilities shall be conveyed

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in fee simple title, free of financial encumbrances to the Association upon their completion. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such commons and recreational facilities to the Association.

10. EAGLE NEST PROPERTY OWNERS' ASSOCIATION, INC.

A. In General.

(i) There has been or will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "Eagle Nest Property Owners' Association, Inc.", which is referred to as the "Association". Every Owner of a residential lot in the Development shall be a member of the Association. If a person would realize upon his security and become the Owner of a residential lot within the Development, he shall then be subject to all the requirements and limitations imposed in these Restrictions on other Owners of residential lots within the Development and on members of the Association, including those provisions with respect to the payment of an annual charge.

(ii) In addition to the foregoing, the Board of Directors of the Association may establish associate memberships in the Association for persons who are not otherwise entitled to the benefits of membership by virtue of being Owners of residential lots within the Development. Associate members shall have none of the rights of members to vote at meetings of the Association. The Board of Directors of the Association may establish fees or charges for such associate memberships and rules and regulations concerning such associate memberships which may be different from those applicable to members generally.

B. Purposes of the Association.

(i) The general purpose of the Association is to provide a means whereby those areas within the Development designated as commons and recreational areas on the plats thereof, and such other recreational facilities within the Development as may be conveyed to the Association or established by it, may be operated, maintained, repaired and replaced.

(ii) An additional purpose of the Association is to provide a means for the promulgation and enforcement of

regulations necessary to govern the use and enjoyment of such commons and recreational facilities or other amenities and such other recreational facilities within the Development as may be conveyed to the Association.

C. Power of Association to Levy and Collect Charges and Impose Liens.

(i) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the lots within the Development. Such charge shall be at least \$96.00 per year for each residential lot in the Development. However, if the Board of Directors of the Association, acting in accordance with the By-Laws of the Association, shall so determine after consideration of the financial requirements of the Association, the annual charge may be greater. No charge shall ever be levied by the Association against the Developer or any corporation that may be created to acquire title to and operate utilities serving the Development.

(ii) Every such charge shall be paid by the members of the Association before the first day of June of the year for which the charge is made. The Board of Directors of the Association shall fix the amount of the annual charge by the first day of May of each year, and written notice of the charge so fixed shall be sent to each member.

(iii) Any charge levied or assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full, and shall also be a personal obligation of the Owner or Owners of that lot at the time the charge fell due. Such charge shall bear interest at the rate of 6% per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The Owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or costs, including attorneys' fees, incurred by the Association in collecting the same. Every Owner of a lot in the Development and any person who may acquire any interest in such lot, whether as an Owner or otherwise, is hereby notified, and

by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a lot in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this subparagraph 10-C of the Restrictions.

(iv) The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

D. Purpose of the Assessments. The charges or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and, in particular, for the improvement and maintenance of the properties owned or operated by the Association.

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

11. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions

shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Enforcement by Metropolitan Development Commission.

These Restrictions may be enforced by the Metropolitan Development Commission of Marion County, Indiana, or its successors or assigns, pursuant to whatever powers or procedures are statutorily available to it for such purpose.

12. EFFECT OF BECOMING AN OWNER.

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

13. TITLES.

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

14. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2073, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.

15. SEVERABILITY.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the

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

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 21st day of September, 1973.

THE SHOREWOOD CORPORATION

By Stanley E. Hunt

ATTEST:

Hayes I. O'Brien
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ~~MARION~~
) HAMILTON

Before me, a Notary Public in and for said County and State, personally appeared Stanley E. Hunt and Hayes I. O'Brien, the Executive Vice President and Secretary of The Shorewood Corporation, and acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that corporation.

Witness my hand and seal this 21st day of September, 1973.

Cheri Lou Graf
Notary Public

My commission expires:

May 13, 1976

This instrument was prepared by Daniel E. Johnson,
attorney at law.

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