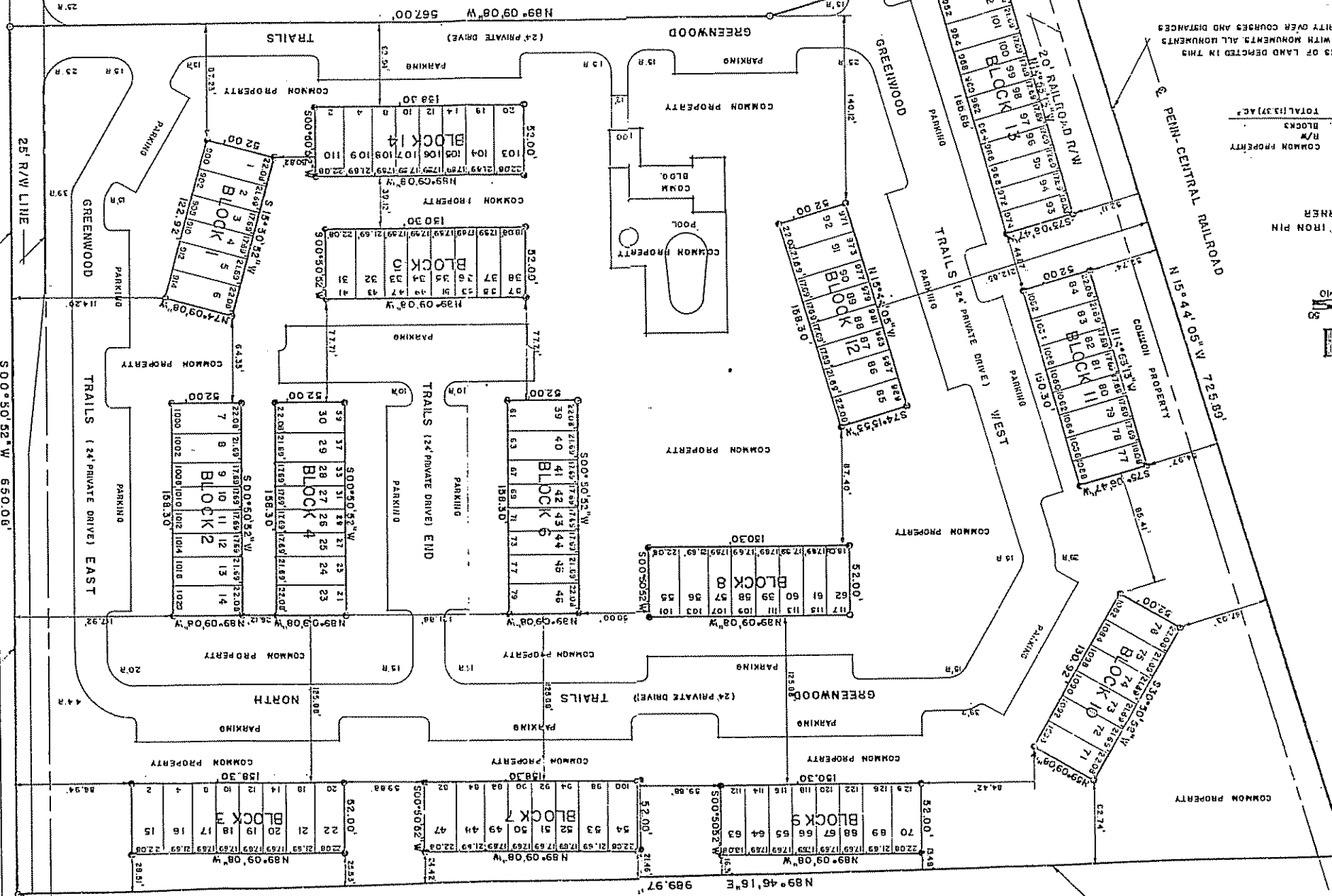


# GREENWOOD TRAILS

25' R/W LINE  
 500°50'52"W 650.00'  
 EAST LINE SW 1/4, NE 1/4 SEC. 29-14-4E  
 25' R. HERIDIAN STREET

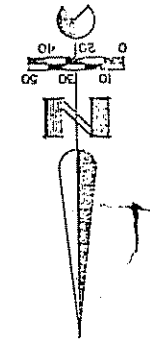


BEGINNING POINT  
 SEC. 29-14-N-E 1/4  
 NE COR SW 1/4-NE 1/4  
 SEC. 29-14-R-4E

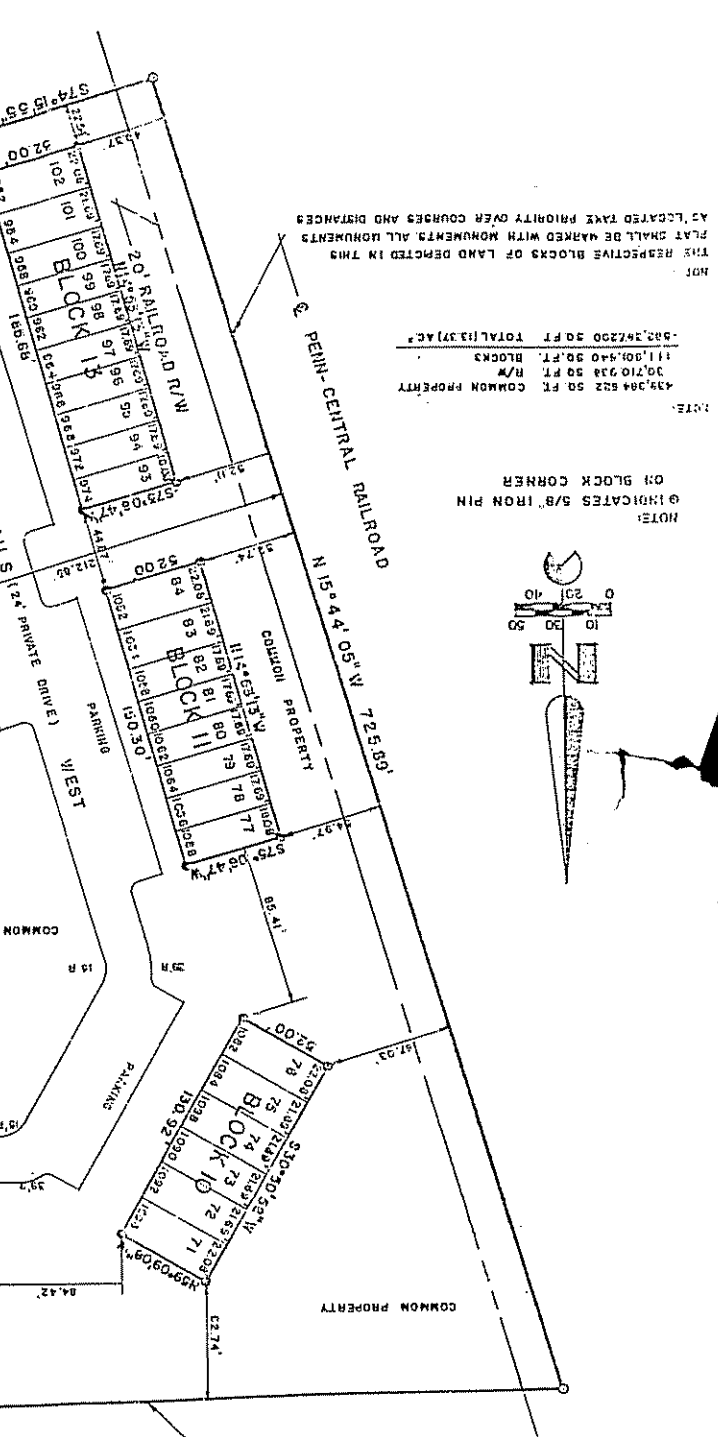
NORTH LINE SW 1/4 NE 1/4 SEC. 29-14-4E  
 989.97'

NOTE:  
 439,304.522 SQ. FT. COMMON PROPERTY  
 30,710.238 SQ. FT. R/W  
 111,001,440 SQ. FT. BLOCKS  
 582,367,220 SQ. FT. TOTAL (13,371 AC)

NOTE:  
 @ INDICATES 5/8" IRON PIN  
 ON BLOCK CORNER



NOTE:  
 THE RESPECTIVE BLOCKS OF LAND DEPICTED IN THIS  
 PLAN SHALL BE MARKED WITH MONUMENTS, ALL MONUMENTS  
 AS LOCATED TAKE PRIORITY OVER COURSES AND DISTANCES



001254

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Howard B. Noonan, d/b/a Greenwood Trails Company, herein-after referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Johnson County, Indiana, to-wit:

Lots 1 through 110 inclusive in Blocks 1 through 14 inclusive, in Greenwood Trails, an Addition in Johnson County, Indiana, as per plat thereof, recorded on MARCH 5, 1975 as Instrument No. 001253 in the Office of the Recorder of Johnson County, Indiana, together with the private driven and common properties and areas described in said plat and all appurtenances thereto and hereditaments thereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Greenwood Trails Townhomes Owners' Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract seller, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All areas designated "Common Area" on the recorded plat of Greenwood Trails, recorded as Document # 001253 in the Office of the Recorder of Johnson County, Indiana.

Section 5. "Lot" shall mean and refer to any plot, plot, or parts of plots of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Howard B. Noonan, d/b/a Greenwood Trails Company, his agents and employees, his successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Percentage Interest" or "Percentage Vote" mean the same as unit of interest of a Townhome assigned on the basis of the percentage of the townhome in relation to the total property owned by the Association.

Section 8. "Member" shall mean and refer to every person or entity who holds membership in the Association.

#### ARTICLE II

##### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(d) the right of the Association to limit the number of requests of members.

(e) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said properties; and the rights of such mortgage in such properties shall be subordinate to the rights of the Townhome Owners hereunder.

(f) the right of the Association, through its Board of Directors, to determine the time and manner of use of the recreation facilities by the members.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

#### ARTICLE III

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Homeowner's Association. Subject to the rights of the Declarant reserved in Art. X, Section 5 below, the operation and management of Greenwood Trails shall be by Greenwood Trails Townhomes Owners' Association, Inc., a corporation organized as a not-for-profit corporation under the laws of the State of Indiana.

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Section 2. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be apportioned to and may not be separated from ownership of any lot which is subject to assessment.

Section 3. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to a Percentage Vote based upon the Percentage Interest of the Townhome as follows:

|           |       |
|-----------|-------|
| 3 Bedroom | 1.03% |
| 2 Bedroom | .83%  |
| 1 Bedroom | .50%  |

When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than the Percentage Vote assigned a Townhome be cast with respect to any lot.

Class B. Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) times the Percentage Vote assigned to Class A members for each type Townhome owned, and constructed on a lot. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when a total of the votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (b) on January 28, 1980.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned with the properties, hereby covenants, and each owner of any lot by

acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties, and includes but is not limited to any utility charges not separately metered for each townhome.

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first lot to the owner, the maximum annual assessment shall be Four Hundred Eight Dollars (\$408.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all townhomes although the assessments shall be based upon the percentage interest assigned i.e., 3 Bedroom 1.03%, 2 Bedroom .83% and 1 Bedroom .58%.

Section 7. Date of Commencement of Annual Assessments.

Due Dates: The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment.

shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association shall collect each month from the owner of each Lot one twelfth (1/12) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 3. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 8 per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a lot, hereby expressly vests in the Greenwood Trails Townhomes Owners' Association, Inc., or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as mortgage or deed of trust lien on a real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said Lien.



The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association, acting on behalf of all other Lot Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting Owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority, the Common Area, and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Indiana shall be exempt from the assessment created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any all management agreements entered into by the Association shall provide that said management agreement may be cancelled by

an affirmative vote of sixty percent (60%) of the votes of each class of the Members of the Association. In no event shall such management agreement be cancelled prior to the effecting by the Association or its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a management contract. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of a project of this type.

Section 12. Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings, including all Townhomes, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common which shall contain a "Severability of Interest" endorsement as to Area; and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance, except on the individual Townhomes, shall be common expenses. All such insurance coverage, including insurance on individual Townhomes obtained by the Board of Directors shall be written in the name of the Association as Trustee for each of the Townhome owners in the same proportion as the Percentage Interest.

Premiums for insurance obtained by the Board of Directors on individual Townhomes shall not be part of the common expense but shall be an expense of the specific Townhome or Townhomes so covered and a debt owed by the Owners, and shall be collectible by any lawful procedure permitted by the laws of the State of Indiana. In addition, if said debt is not paid within twenty (20) days after notice of such debt, \*"Severability of Interest" endorsement shall preclude the insurer from denying the claim of a Townhome owner because of negligent acts of Greenwood Trails Townhome Owners' Association, Inc., or other Townhome owners.

such amount shall continue to be such lien until fully paid. This lien shall be subordinate to the lien of any first mortgage and shall be enforceable in the same manner as any lien created by failure to pay the maintenance assessments. In addition to the aforesaid insurance required to be carried by the Owners and/or the Association, any Owner may, if he wishes, for his own benefit carry any and all other insurance he deems advisable. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, homeowners liability insurance, theft and other insurance covering personal property damage and loss. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal Governmental Agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all Owners of the damaged Townhomes in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such Townhomes to make up any deficiency, except that the special assessment shall be levied against all Townhome Owners, as established by Article IV, Section 4, above, to make up any deficiency for repair or rebuilding of the common

area not a physical part of a Townhome unit. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and owners in such proportions as the Board of Directors deem fair and equitable in light of the damage sustained by such Townhome. Such payments shall be made to all such owners and their mortgagees as their interests may then appear. In the event of damage or destruction by fire or other casualty to any Townhome or other property covered by insurance written in the name of an individual owner, said owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract or repair or rebuild such damaged or destroyed portions of the exterior of the Townhome in a good workmanlike manner in conformance with the original plans and specifications of said Townhomes. In the event such owner refuses or fails to so repair and rebuild any and all such damage to the exterior of the Townhome area within thirty (30) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such owner to repair and rebuild any such Townhome in a good and workmanlike manner in conformance with the original plans and specifications of the Townhomes. The owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien securing the payment of same identical to that provided above in this Section securing the payment of insurance premiums; and subject to foreclosures as above provided. The Association, or the Declarant under his reserved rights, may adopt rules and regulations governing the amounts of insurance required to be carried by all Townhome Owners; such other terms and provisions pertaining to insurance which may reasonably be deemed necessary or appropriate to assure proper coverage and to assist or to simplify problems of coordinating insurance coverage between the Townhome owners and the Association; and provide that fire and extended coverage on each of the Townhomes shall be carried by the Association, or that each Townhome owner shall be required to purchase his fire and extended coverage insurance from the same insurance Company which carries the Association's fire and extended coverage insurance, and the Association shall be the

Named Insured.

Notwithstanding the foregoing provisions of this Section 12, it is further provided that the requirement for the maintenance of insurance on a Townhome shall not apply to any Townhome acquired by the Veteran's Administration or Federal Housing Administration under a mortgage foreclosure during the period of ownership by either Veteran's Administration or Federal Housing Administration.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and connects two dwelling units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in equal proportions to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. If any party refuses to appoint an arbitrator within ten days after request to do so, the Board of Directors of the Association shall select an arbitrator for the party refusing to do so.

#### ARTICLE VII

##### EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and

other exterior improvements. (Such Exterior maintenance shall not include glass surfaces, screens and screen doors, exterior door and window fixtures and other hardware and patios.)

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family or guests, or invitees, and not covered or paid for by insurance on such Lot, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

#### ARTICLE VIII

##### USE RESTRICTIONS

Section 1. Said property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said Property shall be of new construction and no buildings or structures shall be moved from other locations onto said Property and no subsequent buildings or structures other than Townhome apartment buildings, being single family Townhomes joined together by a common exterior roof and foundation, shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of said Property at any time as a residence either temporarily or permanently.

Section 2. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 3. Notwithstanding any provisions herein contained to the contrary it shall be expressly permissible for Declarant, or the Builder of said Townhomes to maintain during the period of construction and sale of said Townhomes - upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said Townhomes, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office. The term "Sale" as used in this Declaration shall also mean "Rent" or "Lease" and may be applied interchangeably by the Declarant as an Owner.

Section 4. No animal, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes, all subject to written rules adopted by the Association.

Section 5. No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Townhome or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the construction and sale period and of Greenwood Trails Townhomes Owners' Association, Inc., a not-for-profit corporation incorporated or to be incorporated under the laws of the State of Indiana, its successors, and assigns, in furtherance of its powers and purposes as herein after set forth.

Section 6. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Townhomes and streets. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio areas.

Section 7. Except in the individual patio areas appurtenant to a townhome, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said Property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated



representatives. Except for the right of ingress and egress, the Owners of Lots are hereby prohibited and restricted from using any of said Property outside the exterior building lines, patio, balcony and carport areas, except as may be allowed by the Associations Board of Directors. It is expressly acknowledged and agreed by all parties concerned that his paragraph is for the mutual benefit of all Owners of Lots in Greenwood Trails Townhomes Owners' Association, Inc., and is necessary for the protection of said Owners.

Section 8. Maintenance, upkeep and repairs of any patio, screens and screen doors, exterior door and window fixtures, and other hardware shall be the sole responsibility of the individual Owner of the Lot appurtenant thereto and not in any manner the responsibility of the Board of Directors. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area and all exteriors and roofs of the Townhomes including but not limited to, recreation and parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representative.

Section 9. All fixtures and equipment installed within a Townhome, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Townhome, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Townhome or impair any easement or hereditement, nor do any act nor allow any condition to exist which will adversely affect the other Townhomes or their Owners.

Section 10. Without prior written approval and the authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Property, nor upon any structure situated upon the Property other than an aerial for a master antenna system, should any such master system or systems be utilized and require

any such exterior antenna.

Section 11. No recreation vehicles or commercial vehicles, including but not limited to boats, boat trailers, house trailers, camping trailers, motor cycles, pick-up trucks or similar type items shall be kept other than in an area designated by the Association for the parking or storing of such vehicles, equipment or items.

Section 12. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners and reasonable rules and regulations concerning the use of the Townhome property may be made and amended from time to time by the Association in the manner provided by its By-Laws.

ARTICLE IX  
EASEMENTS

Section 1. Each Townhome and the Property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure containing two or more Townhomes is partially or totally destroyed, and then rebuilt, the owners of the Townhomes so affected agree that minor encroachments of parts of the adjacent Townhome units or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. There is hereby created a blanket easement upon, across, over and under all of said Property for ingress and egress for installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system, and for all persons making use of such Common Area in accordance with the terms of the Declaration. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment

on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said Townhomes. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area and any Townhome to perform the duties of maintenance and repair of the Townhomes or Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement on Said Property without conflicting with the terms hereof. The easements provided for in the Article IX shall in no way affect any other recorded easement on said premises.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any proceeding arising because of failure of a Townhome Owner to make any payments required or to comply with any provisions of the Articles, the Declarations,

the By-Laws, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorney's fees incurred in connection with such default or failure.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation of Additional Property.

A. Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all Class A members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of Class A members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership are not present in person or by proxy, Class A members not present may give their written consent to the action taken thereat.

B. The Declarant reserves the right from time to time within five (5) years of the date of the recording of these Declarations, to annex to the Properties created by this Declaration without the consent of members, all or any portion of the following described adjacent real property:

Part of the Southwest Quarter of the Northeast Quarter of Section 29, Township 14 North, Range 4 East in Johnson County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Quarter Quarter Section; thence South 00 degrees 50 minutes 52 seconds West (assumed bearing) on and along the East line of said Quarter Quarter Section 650.08 feet to the point of beginning of this description; thence South 00 degrees 50 minutes 52 seconds West along said East line 685.70 feet to the Southeast corner of said Quarter Quarter Section; thence South 89 degrees 49 minutes 03 seconds West on and along the South line of said Quarter Quarter Section 594.47 feet to a point on the Centerline of the Penn-Central Railroad as now located; thence North 15 degrees 44 minutes 05 seconds West along said centerline 659.61 feet, thence North 74 degrees 15 minutes 55 seconds East 225.00 feet; thence South 89 degrees 09 minutes 08 seconds East 567.00 feet to the point of beginning.

Subject to any and all conditions, utility easements, highways, rights of ways or other restrictions and limitations of record, affecting said real estate.

which real property is hereinafter referred to as the "Adjacent Property". No rights of any character whatever within the adjacent property attach to any owner except as to that portion described in any recorded Amended Declaration annexing and adding such portion to this Declaration as part of the properties created by this Declaration. Declarant agrees that there shall not be more than a total of one hundred fifty (150) Townhomes annexed to the properties, that the proposed additions, if made, will become subject to assessment for their just share of Association expenses.

Section 5. Use of Property. Declarant reserves the right to grant easements for utilities and other reasonable purposes across Common Areas, to use any of the Townhomes as models and to sell, assign or conduct other business in connection with the construction and development of the project from any of such Townhomes prior to their being sold. This reservation of right

or privilege in the Declarant includes, but is not limited to, the right to maintain a model, erect signs, maintain an office, staff the office with employees, and to use any and all of the Common Areas and to show Townhomes then unsold. Any improvements placed on Greenwood Trails for the purpose of such sales, such as signs, sales and other signs, telephones, or any other promotional items shall not be considered Common Areas nor attachments to the property, but shall remain the property of the Declarant and may be removed at any time convenient to the Declarant. The Declarant retains the right to be considered an owner of any Townhome that remains unsold.

Section 6. Management. So long as Declarant owns any Townhome in Greenwood Trails or any of the Adjacent Property, the Declarant shall, at his option, have the right to perform the functions of the Association and to manage Greenwood Trails. Declarant's right to manage Greenwood Trails shall be to manage the Common Areas, to adopt rules and regulations, to set annual assessments subject to the limitations herein contained, and to adopt the rules and regulations governing the use of the Greenwood Trails. Such rights shall be subject to the following:

(a) Declarant shall manage the Common Areas and shall have the right to assess the Townhome Owners sums equal to the amount set forth in the Declaration for the annual assessment during the year in which the first conveyance of a Townhome is made to a Townhome owner. After the first year in which a conveyance is made to a Townhome owner, Declarant may increase the amount of the annual assessment to the Townhome owners, provided such increase shall not exceed the maximum percentage increase permitted by the Association without vote of the members in Article IV, Section 3 above, unless a majority of the members of the Association shall approve such greater increase.

(b) Declarant shall have the right to transfer the management of Greenwood Trails to the Association at any time he believes that the Association is able to manage the Development without undue difficulty. The Declarant's right to manage the Greenwood Trails property shall expire when the last

Townhome in the Development is sold or when no portion of the Adjacent Property is owned by the Declarant, whichever shall occur later. Declarant agrees, however, to continue to manage Greenwood Trails at the same per unit cost as had been established, for the balance of the fiscal year in which the Declarant terminates its right to manage the Development. If Declarant shall no longer be willing to manage the Greenwood Trails Development, and Common Areas, Declarant shall notify the Association at least sixty (60) days prior to the end of the fiscal year. So long as the management of the Association is being borne by the Declarant, the rights of the Association to manage the property and set assessments shall be suspended.

Section 7. Declarant's Easement for Adjoining Property.  
Declarant reserves the right to grant an easement over the driveways and walks of Greenwood Trails Development in order to provide access through Greenwood Trails to and from the Declarant's property adjoining the Development for the benefit of the owners of property interests in such Property, their tenants, invitees and guests. Declarant further reserves the right to permit owners of all or any portion of the adjoining property, their tenants, invitees and guests, to use the recreational facilities of Greenwood Trails, provided that such persons pay a pro rata share of the operating and maintenance cost of such recreational facilities; that all persons having the right to use the same shall abide by the reasonable rules and regulations adopted by the Association governing such use; and that the number of families permitted to use such recreational facilities shall not exceed 150.

Section 8. Limitations of Declarant's Rights. So long as said Declarant, his successors and assigns, owns one or more of the Townhomes established and described herein, Declarant covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other rights assigned to the Association, by reason of the establishment of Greenwood Trails.

Section 9. Warranties. If there should be any disputes as to whether an item is covered by any warranties of Declarant as the builder of improvements in the Greenwood Trails Development, whether or not Declarant is then managing Greenwood Trails, the decision of the architect preparing the plans for the project, or its successor, shall be binding on the parties.

Section 10. Disputes. Matters of dispute or disagreement between owners or with respect to interpretation of the application of the provisions of this Declaration or By-laws or any rules or regulation promulgated by the Association, shall be determined by the Board of Directors of the Association, which determination shall be final and binding upon all Townhome owners.

Section 11. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed or inserted in each case fully expressed.

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

GREENWOOD TRAILS COMPANY



GREENWOOD TRAILS COMPANY



STATE OF INDIANA }  
COUNTY OF MARION }

Before me, a Notary Public in and for said County and State, personally appeared Howard B. Noonan, d/b/a Greenwood Trails Company who acknowledged the execution of the foregoing instrument as his free and voluntary act.

Witness my hand and Notarial Seal this 5th day of December, 1974.

*Thomas E. Taylor*  
Notary Public

My Commission Expires 1-19-77

CONSENT OF MORTGAGE

THE UNDERSIGNED, UNION FEDERAL SAVINGS AND LOAN ASSOCIATION, being the holder of an existing mortgage on the premises referred to in the above and foregoing declaration, having had the same read February 14, 1975 and recorded in the office of the recorder of Johnson County, Indiana, on February 20, 1975 ~~Book~~ no. 218 page 344 hereby consents to the recording of the above and foregoing declaration, and further agrees that its mortgage shall be assigned to the provisions of the above and foregoing declaration.

Witness my hand and seal 10th day of December, 1974.

UNION FEDERAL SAVINGS AND LOAN ASSOCIATION

*Thomas E. Taylor*  
Thomas E. Taylor, Senior Loan Officer

*Elmer Erisaev*  
Elmer Erisaev, Assistant Secretary

RECEIVED FOR RECORD 800A 50 PAGE 483

MAR 5 11 44 AM '75

*Mary Estelle England*  
RECORDER OF JOHNSON COUNTY

THIS INSTRUMENT PREPARED BY F. KEITH LEACH

COPY

Corporate Form No. 363-1 (Aug. 1971)

Page One

ARTICLES OF INCORPORATION  
(Not for Profit)

Prescribed by Larry A. Conrad,  
Secretary of State of Indiana

INSTRUCTIONS:

Use 8 1/2 x 11 inch Paper for inserts  
Present 2 Executed Copies to Secretary of  
State, Room 155, State House, Indianapolis,  
Indiana 46204

FILING FEE is \$26.00

General Requirements - "Non-Profit" means  
that the Corporation shall not engage in any  
activities for the pecuniary gain of its  
members.

000360

AFFIDAVIT OF

FILED

1975

*[Signature]*  
SECRETARY OF  
STATE INDIANA



ARTICLES OF INCORPORATION  
OF

GREENWOOD TRAILS TOWNHOMES OWNERS' ASSOCIATION, INC.

The undersigned incorporator or incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Not-For-Profit Corporation Act of 1971, (hereinafter referred to as the "Act"), executed the following Articles of Incorporation.

ARTICLE I  
Name

The name of the Corporation is Greenwood Trails Townhomes Owners' Association, Inc.  
(The name shall include the word "Corporation" or "Incorporated", or one of the abbreviations thereof.)

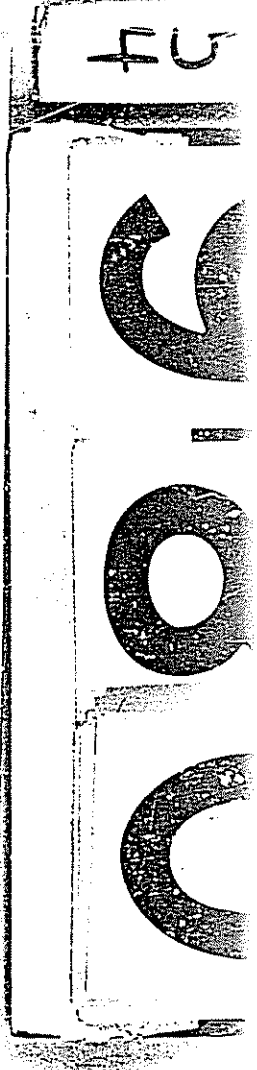
ARTICLE II  
Purposes

The purposes for which the Corporation is formed are:

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide the maintenance, preservation and architectural control of the residence lots and Common Area within that certain tract of property described as:

Lots 1 through 110 inclusive in Blocks 1 through 4 inclusive, in Greenwood Trails, an addition in Johnson County, Indiana, as per plat thereof, recorded on March 5, 1975, as instrument no. 60/153 in the Office of the Recorder of Johnson County, Indiana, together with the private drives and common properties and areas described in said plat and all appurtenances thereto and hereditaments thereof.

BOOK 054 PAGE 980



45

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of the Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the office of the Recorder of Johnson County, Indiana and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length:

(b) fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation, except such annexation as provided for in Article X, Section 4b of the Declaration, shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Not-For-Profit Corporation Law of the State of Indiana by law may now or hereafter have or exercise.

ARTICLE III  
Period of Existence

The period during which the Corporation shall continue is perpetual,  
(will either be "Perpetual", or, if to be limited, some definite period of time.)

ARTICLE IV  
Resident Agent and Principal Office

Section 1. Resident Agent. The name and address of the Resident Agent in charge of the Corporation's

principal office is . . . . . F. Keith Leach  
(Name)

1010 East 66th Street, Suite 34, Indianapolis, INDIANA 46240  
(Number and Street or Building) (City) (State) (Zip Code)

Section 2. Principal Office. The post office address of the principal office of the Corporation is . . . . .

100 Greenwood Trails, Greenwood, INDIANA  
(Number and Street or Building) (City) (State) (Zip Code)

ARTICLE V  
Membership

(A minimum of three (3) shall have signed the membership list. Directors or Trustees or Incorporators  
are included in the Membership.)

Section 1. Classes. (If any.)

See page following

Section 2. Rights, Preferences, Limitations, and Restrictions of Classes.

See page following

Section 3. Voting Rights of Classes.

See page following

PLEASE NOTE: The Corporation shall confer upon every member a certificate signed by the President (or  
Secretary) and the Secretary, attesting that he is a member of the Corporation.

ARTICLE V  
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, as the same is defined in the Declaration of Covenants, Conditions and Restrictions, which is subject by covenants or record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to any may not be separated from ownership of any lot which is subject to assessment by the association.

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to a Percentage Vote bases upon the Percentage Interest of the Townhome as follows:

|           |       |
|-----------|-------|
| 3 Bedroom | 1.03% |
| 2 Bedroom | .83%  |
| 1 Bedroom | .58%  |

When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than the Percentage Vote assigned a Townhome be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) times the Percentage Vote assigned to Class A members for each Townhome owned, and constructed on a Lot. The Class B membership shall cease and converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when a total of the votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (b) on January 28, 1980.

ARTICLE VI  
Directors

Section 1. Number of Directors. The initial Board of Directors is composed of three members. If the exact number of Directors is not stated, the minimum number shall be three, and the maximum number shall be nine. Provided, however, that the exact number of directors shall be prescribed from time to time in the By-Laws of the Corporation: AND PROVIDED FURTHER THAT UNDER NO CIRCUMSTANCES SHALL THE MINIMUM NUMBER BE LESS THAN THREE (3).

Section 2. Names and Post Office Addresses of the Directors. The name and post office addresses of the initial Board of Directors are:

| Name             | Number and Street or Building   | City    | State | Zip Code |
|------------------|---------------------------------|---------|-------|----------|
| Edward E. Noonan | 100 Greenwood Trails Greenwood, | Indiana |       | 46142    |
| Mary York        | 100 Greenwood Trails Greenwood, | Indiana |       | 46142    |
| William York     | 100 Greenwood Trails Greenwood, | Indiana |       | 46142    |

ARTICLE VII  
Incorporator(s)

Section 1. Names and Post Office Addresses. The names and post office address(es) of the incorporator(s) of the Corporation is (are) as follows:

| Name           | Number and Street or Building | City                  | State | Zip Code |
|----------------|-------------------------------|-----------------------|-------|----------|
| F. Keith Leach | 1010 E. 86th St., Ste. 34     | Indianapolis, Indiana |       | 46240    |

ARTICLE VIII  
Statement of Property (If any)

A statement of the property and an estimate of the value thereof, to be taken over by this corporation at or upon its incorporation are as follows:

See pages following

ARTICLE IX  
Provisions for Regulation and Conduct  
Of the Affairs of Corporation  
(Can be the "By Laws")

Other provisions, consistent with the laws of this state, for the regulation and conduct of the affairs of this corporation, and creating, defining, limiting or regulating the powers of this corporation, of the directors or of the members or any class or classes of members are as follows:

See pages following



ARTICLE VIII  
STATEMENT OF PROPERTY

At the time of incorporation, certain property designated as "Common Areas" on the recorded plat of Greenwood Trails will be conveyed to the Corporation. The value will be approximately \$ \_\_\_\_\_.

ARTICLE IX  
PROVISIONS FOR REGULATION AND CONDUCT  
OF THE AFFAIRS OF CORPORATION

At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect a director or directors, as the case may be. For a term of three (3) years to replace the outgoing director or directors, as the case may be.

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets, both real and personal, of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, or trust or other organization to be devoted to such similar purposes.

Amendment of these articles shall require the assent of 75percent (75%) of the entire membership.

Any indebtedness or liability, direct or contingent, must be authorized by an affirmative vote of a majority of the votes cast by the members of the Board of Directors at a lawfully held meeting. The highest amount of indebtedness or liability, direct or contingent, to which this corporation may be subject at any one time shall not exceed one hundred fifty percent (150%) of its income for the previous fiscal year, except that additional amounts may be authorized by an affirmative vote of two-thirds (2/3) of the members.



For those actions which, by the provisions of preceding Articles, require a vote of the members, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than 30 days or more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast sixty (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership, if any, are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Any action required or permitted to be taken at any meeting of the board of Directors or of any committee thereof, may be taken without a meeting, if prior to such action a written consent thereto is signed by all members of the Board, or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board or committee.

The undersigned, being one or more persons, do hereby adopt these Articles of Incorporation, representing beforehand to the Secretary of State of the State of Indiana and all persons whom it may concern that a membership list or lists of the above named corporation for which a Certificate of Incorporation is hereby applied for, have heretofore been opened in accordance with the law and that at least three (3) persons have signed such membership list.

IN WITNESS WHEREOF, I (we) the undersigned do hereby execute these Articles of Incorporation and certify the truth of the facts herein stated, this 18<sup>th</sup> day of February, 1975.

*[Signature]*  
(Written Signature)

F. Keith Leach  
(Printed Signature)

(Written Signature)

(Printed Signature)

NOTARY ACKNOWLEDGEMENT  
(required)

State of Indiana  
County of Marion

SS:

Before me, Robert J. Pender, a Notary Public in and for said county and State, personally appeared the above incorporator(s) and (severally) acknowledged the execution of the foregoing Articles of Incorporation.

JAN 18 3 45 PM '82

Notary Seal  
Required

RECEIVED FOR RECORD  
BOOK 54 PAGE 980  
S. KATHRYN PITTS  
JOHNSON COUNTY RECORDER

*[Signature]*  
(Written Signature)

Robert J. Pender, Notary Public  
(Printed Signature)

My commission expires: March 2, 1976

WITNESS my hand and Notarial  
Seal this 18<sup>th</sup> day of February,  
1975.

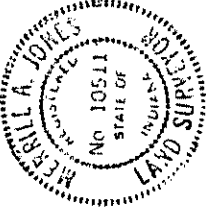
This instrument was prepared by F. Keith Leach, Attorney at Law  
(Name)  
1010 E. 86th St., Ste. 34, Indianapolis, Indiana 46240  
(Number and Street or Building) (City) (State) (Zip Code)

1. THE UNDERSIGNED, BEING A DULY REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA, HEREBY CERTIFY THE WITHIN PLAT TO BE TRUE AND CORRECT, REPRESENTING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN IN THE CITY OF GREENWOOD, JOHNSON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH 00° 50' 52" WEST (ASSUMED BEARING) ON AND ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION 650.08 FEET, THENCE NORTH 89° 09' 08" WEST 567.00 FEET; THENCE SOUTH 74° 15' 55" WEST 225.00 FEET TO A POINT ON THE CENTERLINE OF THE PENN-CENTRAL RAILROAD AS NOW LOCATED; THENCE NORTH 15° 44' 05" WEST ALONG SAID CENTERLINE 725.89 FEET TO A POINT ON THE NORTH LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH 89° 46' 16" EAST ALONG SAID NORTH LINE 989.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.37 ACRES, MORE OR LESS.

THIS SUBDIVISION CONSISTS OF 110 LOTS NUMBERED 1 THROUGH 110, BOTH INCLUSIVE, TOGETHER WITH PRIVATE DRIVES AND COMMON PROPERTY AS SHOWN ON THE WITHIN PLAT. THE SIZE OF LOTS, COMMON PROPERTY AND WIDTHS OF PRIVATE DRIVES ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

WITNESS MY SIGNATURE THIS 11 DAY OF SEPTEMBER, 1974.



*Merrill A. Jones*  
MERRILL A. JONES  
REG. L. S. INDIANA #10,511

THE UNDERSIGNED, HOWARD B. NOONAN, D/B/A GREENWOOD TRAILS COMPANY, BEING THE OWNER OF THE ABOVE DESCRIBED REALTY, DOES HEREBY LAY OFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS, COMMON PROPERTIES, WALKWAYS, AND OTHER FACILITIES FOR THE BENEFICIAL USE AND ENJOYMENT THEREOF;

A. USE RESTRICTIONS

1. SAID PROPERTY IS HEREBY RESTRICTED TO RESIDENTIAL DWELLINGS FOR RESIDENTIAL USE. ALL BUILDINGS OR STRUCTURES ERCTED UPON SAID PROPERTY SHALL BE OF NEW CONSTRUCTION AND NO BUILDINGS OR STRUCTURES SHALL BE MOVED FROM OTHER LOCATIONS ONTO SAID PROPERTY AND NO SUBSEQUENT BUILDINGS OR STRUCTURES OTHER THAN TOWNHOME APARTMENT BUILDINGS, BEING SINGLE FAMILY TOWNHOMES JOINED TOGETHER BY A COMMON EXTERIOR ROOF AND FOUNDATION, SHALL BE CONSTRUCTED. NO STRUCTURES OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING SHALL BE USED ON ANY PORTION OF SAID PROPERTY AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY.

2. EACH LOT SHALL BE CONVEYED AS A SEPARATELY DESIGNATED AND LEGALLY DESCRIBED FREEHOLD ESTATE SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS HEREOF.

3. NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY IT SHALL BE EXPRESSLY PERMISSABLE FOR DECLARANT, OR THE BUILDER OF SAID TOWNHOMES TO MAINTAIN DURING THE PERIOD OF CONSTRUCTION AND SALE OF SAID TOWNHOMES, UPON SUCH PORTION OF THE PREMISES AS DECLARANT DEEMS NECESSARY, SUCH FACILITIES AS IN THE SOLE OPINION OF DECLARANT MAY BE REASONABLY REQUIRED, CONVENIENT OR INCIDENTAL TO THE CONSTRUCTION AND SALE OF SAID TOWNHOMES, INCLUDING, BUT WITHOUT LIMITATION, A BUSINESS OFFICE, STORAGE AREA, CONSTRUCTION YARDS, SIGNS, MODEL UNITS AND SALES OFFICE. THE TERM "SALE" AS USED IN THIS DECLARATION SHALL ALSO MEAN "RENT" OR "LEASE" AND MAY BE APPLIED INTERCHANGEABLY BY THE DECLARANT AS AN OWNER.

4. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY OF SAID LOTS, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES, ALL SUBJECT TO WRITTEN RULES ADOPTED BY THE ASSOCIATION.

5. NO ADVERTISING SIGNS (EXCEPT ONE OF NOT MORE THAN FIVE SQUARE FEET "FOR RENT" OR "FOR SALE" SIGN PER PARCEL), BILLBOARDS, UNSIGHTLY OBJECTS, OR NUISANCES SHALL BE ERCTED, PLACED OR PERMITTED TO REMAIN ON SAID PROPERTY, NOR SHALL SAID PROPERTY BE USED IN ANY WAY OR FOR ANY PURPOSE WHICH MAY ENDANGER THE HEALTH OR UNREASONABLY DISTURB THE OWNER OF ANY TOWNHOME OR ANY RESIDENT THEREOF. NO BUSINESS ACTIVITIES OF ANY KIND WHATSOEVER SHALL BE CONDUCTED IN ANY BUILDING OR IN ANY PORTION OF SAID PROPERTY; PROVIDED, HOWEVER, THE FOREGOING CONVENANTS SHALL NOT APPLY TO THE BUSINESS ACTIVITIES, SIGNS AND BILLBOARDS, OR THE CONSTRUCTION AND MAINTENANCE OF BUILDINGS, IF ANY, OF DECLARANT, ITS AGENTS AND ASSIGNS DURING THE CONSTRUCTION AND SALE PERIOD AND OF GREENWOOD TRAILS TOWNHOMES OWNERS' ASSOCIATION, INC.. A NOT-FOR-PROFIT CORPORATION INCORPORATED OR TO BE INCORPORATED UNDER THE LAWS OF THE STATE OF INDIANA, ITS SUCCESSORS, AND ASSIGNS, IN FURTHERANCE OF ITS POWERS AND PURPOSES AS HEREINAFTER SET FORTH.

6. ALL CLOTHESLINES, EQUIPMENT, GARBAGE CANS, SERVICE YARDS, WOODPILES, OR STORAGE PILES SHALL BE KEPT SCREENED BY ADEQUATE PLANTING OR FENCING SO AS TO CONCEAL THEM FROM VIEW OF NEIGHBORING TOWNHOMES AND STREETS. ALL RUBBISH, TRASH, OR GARBAGE SHALL BE REGULARLY REMOVED FROM THE PREMISES, AND SHALL NOT BE ALLOWED TO ACCUMULATE THEREON. ALL CLOTHESLINES SHALL BE CONFINED TO PATIO AREAS.

7. EXCEPT IN THE INDIVIDUAL PATIO AREAS APPURTENANT TO A TOWNHOME, NO PLANTING OR GARDENING SHALL BE DONE, AND NO FENCES, HEDGES OR WALLS SHALL BE ERCTED OR MAINTAINED UPON SAID PROPERTY EXCEPT SUCH AS ARE INSTALLED IN ACCORDANCE WITH THE INITIAL CONSTRUCTION OF THE BUILDINGS LOCATED THEREON OR AS APPROVED BY THE ASSOCIATION'S BOARD OF DIRECTORS OR THEIR DESIGNATED REPRESENTATIVES. EXCEPT FOR THE RIGHT OF INGRESS AND EGRESS, THE OWNERS OF LOTS ARE HEREBY PROHIBITED AND RESTRICTED FROM USING ANY OF SAID PROPERTY OUTSIDE THE EXTERIOR BUILDING LINES, PATIO, BALCONY AND CARPORT AREAS, EXCEPT AS MAY BE ALLOWED BY THE ASSOCIATION'S BOARD OF DIRECTORS. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY ALL PARTIES CONCERNED THAT THIS PARAGRAPH IS FOR THE MUTUAL BENEFIT OF ALL OWNERS OF LOTS IN GREENWOOD TRAILS TOWNHOMES OWNERS' ASSOCIATION, INC., AND IS NECESSARY FOR THE PROTECTION OF SAID OWNERS.

8. MAINTENANCE, UPKEEP AND REPAIRS OF ANY PATIO, SCREENS AND SCREEN DOORS, EXTERIOR DOOR AND WINDOW FIXTURES, AND OTHER HARDWARE SHALL BE THE SOLE RESPONSIBILITY OF THE INDIVIDUAL OWNER OF THE LOT APPURTENANT THERETO AND NOT IN ANY MANNER THE RESPONSIBILITY OF THE BOARD OF DIRECTORS. ANY COOPERATIVE ACTION NECESSARY OR APPROPRIATE TO THE PROPER MAINTENANCE AND UPKEEP OF THE COMMON AREA AND ALL EXTERIORS AND ROOFS OF THE TOWNHOMES INCLUDING BUT NOT LIMITED TO, RECREATION AND PARKING AREAS AND WALKS, SHALL BE TAKEN BY THE BOARD OF DIRECTORS OR BY ITS DULY DELEGATED REPRESENTATIVE.

9. ALL FIXTURES AND EQUIPMENT INSTALLED WITHIN A TOWNHOME, COMMENCING AT A POINT WHERE THE UTILITY LINES, PIPES, WIRES, CONDUITS OR SYSTEMS ENTER THE EXTERIOR WALLS OF A TOWNHOME, SHALL BE MAINTAINED AND KEPT IN REPAIR BY THE OWNER THEREOF. AN OWNER SHALL DO NO ACT NOR ANY WORK THAT WILL IMPAIR THE STRUCTURAL SOUNDNESS OR INTEGRITY OF ANOTHER TOWNHOME OR IMPAIR ANY EASEMENT OR HEREDITEMENT, NOR DO ANY ACT NOR ALLOW ANY CONDITION TO EXIST WHICH WILL ADVERSELY AFFECT THE OTHER TOWNHOMES OR THEIR OWNERS.

10. WITHOUT PRIOR WRITTEN APPROVAL AND THE AUTHORIZATION OF THE BOARD OF DIRECTORS, NO EXTERIOR TELEVISION OR RADIO ANTENNAS OF ANY SORT SHALL BE PLACED, ALLOWED OR MAINTAINED UPON ANY PORTION OF THE IMPROVEMENTS TO BE LOCATED UPON THE PROPERTY, NOR UPON ANY STRUCTURE SITUATED UPON THE PROPERTY, OTHER THAN AN AERIAL FOR A MASTER ANTENNA SYSTEM, SHOULD ANY SUCH MASTER SYSTEM OR SYSTEMS BE UTILIZED AND REQUIRE ANY SUCH EXTERIOR ANTENNA.

11. NO RECREATION VEHICLES OR COMMERCIAL VEHICLES, INCLUDING BUT NOT LIMITED TO BOATS, BOAT TRAILERS, HOUSE TRAILERS, CAMPING TRAILERS, MOTORCYCLES, PICK-UP TRUCKS OR SIMILAR TYPE ITEMS SHALL BE KEPT OTHER THAN IN AN AREA DESIGNATED BY THE ASSOCIATION FOR THE PARKING OR STORING OF SUCH VEHICLES, EQUIPMENT OR ITEMS.

12. NO ACTION SHALL AT ANY TIME BE TAKEN BY THE ASSOCIATION OR ITS BOARD OF DIRECTORS WHICH IN ANY MANNER WOULD DISCRIMINATE AGAINST ANY OWNER OR OWNERS IN FAVOR OF THE OTHER OWNERS AND REASONABLE RULES AND REGULATIONS CONCERNING THE USE OF THE TOWNHOME PROPERTY MAY BE MADE AND AMENDED FROM TIME TO TIME BY THE ASSOCIATION IN THE MANNER PROVIDED BY ITS BY-LAWS.

1. EACH TOWNHOME AND THE PROPERTY INCLUDED IN THE COMMON AREA SHALL BE SUBJECT TO AN EASEMENT FOR ENCROACHMENTS CREATED BY CONSTRUCTION, SETTling AND OVERHANGS, AS DESIGNED OR CONSTRUCTED BY THE DECLARANT. A VALID EASEMENT FOR SAID ENCROACHMENTS AND FOR THE MAINTENANCE OF SAME, SO LONG AS IT STANDS, SHALL AND DOES EXIST. IN THE EVENT THE MULTI-FAMILY STRUCTURE CONTAINING TWO OR MORE TOWNHOMES IS PARTIALLY OR TOTALLY DESTROYED, AND THEN REBUILT, THE OWNERS OF THE TOWNHOMES SO AFFECTED AGREE THAT MINOR ENCROACHMENTS OF PARTS OF THE ADJACENT TOWNHOME UNITS OR COMMON AREAS DUE TO CONSTRUCTION SHALL BE PERMITTED AND THAT A VALID EASEMENT FOR SAID ENCROACHMENT AND THE MAINTENANCE THEREOF SHALL EXIST.

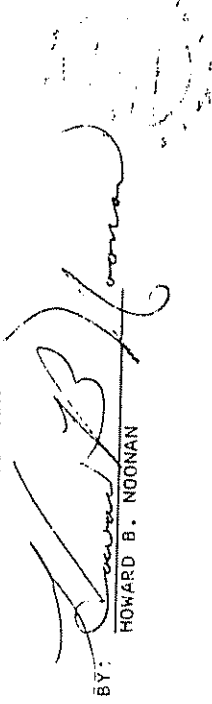
2. THERE IS HEREBY CREATED A BLANKET EASEMENT UPON, ACROSS, OVER AND UNDER ALL OF SAID PROPERTY FOR INGRESS AND EGRESS FOR INSTALLATION, REPLACING, REPAIRING AND MAINTAINING ALL UTILITIES, INCLUDING BUT NOT LIMITED TO WATER, SEWERS, GAS, TELEPHONES AND ELECTRICITY, AND A MASTER TELEVISION ANTENNA SYSTEM, AND FOR ALL PERSONS MAKING USE OF SUCH COMMON AREA IN ACCORDANCE WITH THE TERMS OF THE DECLARATION. BY VIRTUE OF THIS EASEMENT, IT SHALL BE EXPRESSLY PERMISSIBLE FOR THE PROVIDING ELECTRICAL AND/OR TELEPHONE COMPANY TO ERECT AND MAINTAIN THE NECESSARY POLES AND OTHER NECESSARY EQUIPMENT ON SAID PROPERTY AND TO AFFIX AND MAINTAIN ELECTRICAL AND/OR TELEPHONE WIRES, CIRCUITS AND CONDUITS ON, ABOVE, ACROSS AND UNDER THE ROOFS AND EXTERIOR WALLS OF SAID TOWNHOMES. AN EASEMENT IS FURTHER GRANTED TO ALL POLICE, FIRE PROTECTING AMBULANCE AND ALL SIMILAR PERSONS TO ENTER UPON THE STREETS AND COMMON AREA IN THE PERFORMANCE OF THEIR DUTIES. FURTHER, AN EASEMENT IS HEREBY GRANTED TO THE ASSOCIATION, ITS OFFICERS, AGENTS, EMPLOYEES AND TO ANY MANAGEMENT COMPANY SELECTED BY THE ASSOCIATION TO ENTER IN OR TO CROSS OVER THE COMMON AREA AND HEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS PARAGRAPH, NO SEWERS, ELECTRICAL LINES, WATER LINES, OR OTHER UTILITIES MAY BE INSTALLED OR RELOCATED ON SAID PROPERTY EXCEPT AS INITIALLY PROGRAMMED AND APPROVED BY THE DECLARANT OR THEREAFTER APPROVED BY DECLARANT OR THE ASSOCIATION'S BOARD OF DIRECTORS. SHOULD ANY UTILITY FURNISHING A SERVICE COVERED BY THE GENERAL EASEMENT HEREIN PROVIDED REQUEST A SPECIFIC EASEMENT BY SEPARATE RECORDABLE DOCUMENT, DECLARANT SHALL HAVE THE RIGHT TO GRANT SUCH EASEMENT ON SAID PROPERTY WITHOUT CONFLICTING WITH THE TERMS HEREOF. THE EASEMENTS PROVIDED FOR IN THE "B. EASEMENTS" SHALL IN NO WAY AFFECT ANY OTHER RECORDED EASEMENT ON SAID PREMISES.

THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH AND BIND THE LAND, AND SHALL INSURE TO THE BENEFIT OF AND BE ENFORCEABLE BY GREENWOOD TRAILS TOWNHOMESOWNERS' ASSOCIATION, INC., OR THE OWNER OF ANY LOT IN THIS ADDITION, THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, FOR A TERM OF 20 YEARS FROM THE DATE THIS PLAT IS RECORDED, AFTER WHICH TIME SAID COVENANTS AND RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AN INSTRUMENT SIGNED BY AT LEAST 90% DURING THE FIRST 20 YEARS AND 75% THEREAFTER OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED, AGREEING TO CHANGE SAID COVENANTS AND RESTRICTIONS IN WHOLE OR IN PART.

FULL OWNERSHIP OF THE TRACTS MARKED COMMUNITY BUILDINGS (CLUB HOUSE, SWIMMING POOL, PRIVATE DRIVES) OR TRACTS MARKED AS A COMMON AREA IS RETAINED BY HOWARD B. NOONAN FOR ULTIMATE CONVEYANCE TO GREENWOOD TRAILS TOWNHOMESOWNERS' ASSOCIATION, INC., A NON-PROFIT CORPORATION WHOSE MEMBERSHIP WILL BE COMPOSED OF TOWNHOME OWNERS IN THE DEVELOPMENT, ALL ACCORDING TO THE PROVISIONS OF THE DECLARATIONS, RESTRICTIONS, EASEMENTS, LIEN AND COVENANTS FILED CONTEMPORANEOUSLY HERewith, AND HEREBY MADE A PART OF THIS PLAT. CONVEYANCES OF LOTS IN THIS SUBDIVISION SHALL NOT BE DEEMED TO CONVEY TITLE TO ANY PART OF THE RETAINED AREAS. SAID AREAS ARE NOT DEDICATED TO THE PUBLIC. WITH RESPECT TO THE TOTAL AREA EMBRACED IN THIS PLAT, AND ALL PARTS THEREOF, EASEMENTS, COVENANTS, LIENS, AND RESTRICTIONS ARE CREATED IN AND BY THE DECLARATION AFORESAID. THE TERM "COMMON AREA" AS USED HEREIN MEANS THE SAME AS "COMMON PROPERTY".

WITNESS OUR HANDS AND SEALS THIS 15 DAY OF SEPTEMBER 1974.

GREENWOOD TRAILS COMPANY

BY:   
HOWARD B. NOONAN

STATE OF INDIANA  
COUNTY OF JOHNSON, SS:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED Howard B. Noonan AND EACH SEPARATELY AND SEVERALLY ACKNOWLEDGED THE EXECUTION ON THE FOREGOING INSTRUMENT AS HIS OR HER VOLUNTARY ACT AND DEED, FOR THE PURPOSE THEREIN EXPRESSED. WITNESS MY HAND AND NOTARIAL SEAL THIS 15 DAY OF SEPTEMBER, 1974.

STEPHEN P. TOPMILLER

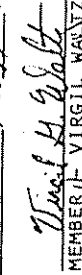
  
NOTARY PUBLIC (SEAL)

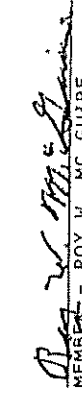
COMMISSION EXPIRES: 10-29-75

CERTIFICATE OF APPROVAL - BOARD OF PUBLIC WORKS AND SAFETY OR BOARD OF COUNTY COMMISSIONERS.

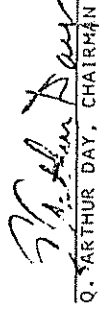
BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, CITY OF GREENWOOD, INDIANA (BOARD OF COUNTY COMMISSIONERS, JOHNSON COUNTY, INDIANA), THAT THE DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY APPROVED AND ACCEPTED THIS 19 DAY OF Sept, 1974.

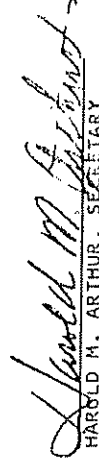
  
PRESIDENT - JOHN O. BONER

  
MEMBER - VIRGIL WANZ

  
MEMBER - ROY W. MCGUIRE

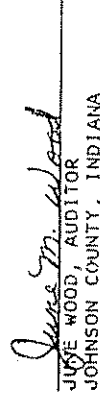
APPROVED BY THE CITY OF GREENWOOD PLAN COMMISSION AT A MEETING HELD NOVEMBER 13, 1972

  
Q. ARTHUR DAY, CHAIRMAN

  
HAROLD M. ARTHUR, SECRETARY

ENTERED FOR TAXATION THIS 5<sup>th</sup> DAY OF March 1975

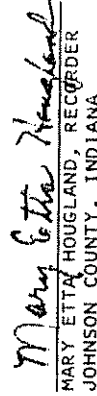
FEE \_\_\_\_\_

  
JESSE M. WOOD, AUDITOR  
JOHNSON COUNTY, INDIANA

NO. 001253

RECEIVED FOR RECORD THIS 5 DAY OF March 1975, AT 11:30 A. M. AND RECORDED IN PLAT BOOK 8, PAGE 7.

FEE 5.00

  
MARY ETTA HOUGLAND, RECORDER  
JOHNSON COUNTY, INDIANA

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